

CITY COUNCIL AGENDA

Brainerd, Minnesota

June 7th, 2021

7:30 P.M.

For the safety of our staff and residents, the public is invited to attend the meeting by calling in as shown below.

WebEx Teleconference Meeting - Call In Information

CALL TOLL-FREE: 1-844-992-4726

Access Code: 187 648 8838

Meetings are also live-streamed to the City of Brainerd YouTube channel.

1. Call To Order - 7:30 PM

2. Roll Call

___ T. Erickson ___ M. O'Day ___ K. Stunek ___ G. Johnson

___ D. Pritschet ___ T. Stenglein ___ K. Bevans ___ Mayor Badeaux

3. Pledge Of Allegiance

4. Approval Of Agenda - Voice Vote

5. Consent Calendar

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

A. Approval Of Bills And Transfers Of Funds

Documents:

060721 COUNCIL AP INVOICE REGISTER.pdf

B. Approval Of Minutes

1. Regular Meeting Held on May 17th, 2021

Documents:

20210517_CCdraft .pdf

C. Approval Of Licenses

Contractor Licenses- 11
Filling Station License- 8 Renewal
Off Sale Beer- 4 Renewal
Cocktail Room/Distillery- 2 Renewal
On-Sale Liquor License- 8 Renewal
Club On-Sale License- 2 Renewal
Off Sale Liquor License- 5 Renewal

Contingent Upon Inspection by Fire Department:

On-Sale Liquor License- 6 Renewal
Club On-Sale Liquor License- 2 Renewal
Bulk Plant License- 1 Renewal
Beer/Wine License- 2 Renewal
Off-Sale License- 1 Renewal

Documents:

2021-2022 Renewal List for Council.pdf
20210602 Contractor Licenses.pdf

D. Department Activity Reports

1. Fire Chief
2. Parks & Recreation and Maintenance

Documents:

fire dept report.pdf
parks and rec report.pdf

- E. Minnesota Lawful Gambling Application For Exempt Permit- Submitted By Advocates For Reproductive Education For An Event To Be Held On August 18th, 2021 At The Laurel Street Parking Lot By Sage On Laurel.**
- F. Minnesota Lawful Gambling Premises Permit Application- Adopt Resolution To Allow Lawful Gambling By Garrison Fire Relief At C.C.'s Bar, 121 Washington Street NE, Brainerd MN**
- G. New Tobacco License Application- Submitted By HA Smokey's Tobacco Inc, 706 Washington St STE# A&B**
Contingent upon Fire & Police Approval
- H. Temporary On-Sale Liquor License Application- Submitted By Carl Sydney Hanson Post 255- For Event To Be Held On June 12th, 2021 At St. Andrews Church**
Contingent on Police & Fire Approval
- I. Approval Of 2021 Temporary Employees**

Documents:

Approval of 2021 Temporary Employee Hirings 6_7_21.pdf

J. Approval Of City Administrator Bergman's May 17, 2021 Quarterly Talk Summary

Documents:

City Administrator May 2021 Performance Review Summary.pdf

6. Community Member Of The Month

Documents:

Community Member 2.pdf

Community Member of the Month - John Forrest.pdf

7. Council Committee Reports

A. Personnel And Finance Committee - 6:45 P.M.

WebEx Teleconference Information

- Call Toll-Free: 844-992-4726
- Access Code: 187 870 1673

Documents:

20210607_PF.pdf

1. League Of MN Cities Insurance Trust (LMCIT) Premium Renewal
March 2021-February 2022

Documents:

Insurance Renewal.pdf

2. MN Statewide All-Hazard Incident Management Organization
Cooperative Agreement

Documents:

***2021 Agenda Request MN Statewide All-Hazard Incident
Management Organization Cooperative Agreement and
Resolution.pdf***

3. Sale Of Retired Fire Department Equipment

Documents:

***2021 Agenda Request Authorize the sale of retired fire
department equipment Mule.pdf***

4. Approve Promotion For Deputy Police Chief Position

Documents:

Deputy Police.pdf

5. Accept Retirement Of Police Records Management Lead Sandra Anderson And Authorize Staff To Backfill The Position

Documents:

Records Lead.pdf

6. Hiring Of Community Service Officer Andrew Thielke Ratification

Documents:

Hiring Ratification - Thielke.pdf

7. Approve Promotion Of Robert Anderson To Street Maintenance II

Documents:

Promotion of Robert Anderson to Street Maintenance II.pdf

8. Approve Franchise Agreement With Consolidated Telephone Company

Documents:

CTC Agenda Item.pdf

9. Approve Franchise Agreement With Spectrum Mid-America LLC

Documents:

Charter Franchise Agenda Item.pdf

10. Discussion Of Parking Lot Lease With Burlington Northern

Documents:

BN Lease.pdf

11. Authorize Refund To Property Owner Of Nuisance Payable For Pay Year 2021 At 513 8th Street South, Brainerd

Documents:

41240998 2021 Nuisance Assessment.pdf

12. American Rescue Plan (ARP) Act Update

Documents:

ARP Act Update.pdf

B. Safety And Public Works Committee -6:30 P.M.

WebEx Teleconference Information

- Call Toll-Free: 844-992-4726
- Access Code: 187 480 7956

Documents:

20210607_SPW.pdf

1. Request To Approve Event/Street Closure Application - 4th Of July Celebration

Documents:

Event and Street Closure - 4th of July.pdf

2. Request To Approve Improvement 19-01 Change Order 1 - NW 4th Street Reconstruction Project

Documents:

Imp 19-01 Change Order 1.pdf

3. Request To Approve MnDOT Land Purchase For 2023 Trunk Highway 25 Railroad Bridge Replacement Project

Documents:

Land Purchase - MnDOT Highway 25 Bridge.pdf

4. Request To Approve Testing Services Contract For Improvements 20-05 And 20-06 - Madison Street And SE Brainerd Construction Project

Documents:

Testing Services - Imps 20-05 and 20-06.pdf

5. Request To Review South 6th Street Aesthetics Policy For 2022 Construction

Documents:

S 6th Street Aesthetics Policy.pdf

6. Appeal - 1518 Quince Nuisance Abatement

Documents:

Appeal - 1518 Quince St Nuisance Abatement.pdf

8. New Business

**A. First Reading- Proposed Ordinance 1516- Ordinance Amending
The Brainerd City Charter**

Documents:

Charter Ordinance Agenda Item.pdf

**B. First Reading - Proposed Ordinance No. 1517 - Ordinance
Amending Section 515-66: Transient Food Unit Overlay District**

Documents:

*First Reading - Proposed Ordinance No. 1517 - Amending
Section 515-66 of the City Code.pdf*

C. Rezoning And Planned Unit Development - Country Manor

Documents:

Rezoning and Planned Unit Development - Country Manor.pdf

D. Final Plat - Lot 1, Block 1 Myrha Addition To Brainerd Oaks

Documents:

Final Plat - Lot 1, Block 1 Myrha Addition to Brainerd Oaks.pdf

E. Discussion On The Regulation Of Sober Homes

Documents:

Discussion on the Regulation of Sober Homes.pdf

F. Discussion On Ad Hoc City Committees

Documents:

Ad Hoc Agenda Item.pdf

9. Unfinished Business

A. Call For Applicants - Informational

(Applications Available on the City's Website)
(<http://www.ci.brainerd.mn.us/>)

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

Cable TV Advisory Committee - 1 term (Expire 2021) - 2 terms (Expire 2022)

Charter Commission - 1 term (Expire 2022)

Housing Redevelopment Authority- 1 term (Expire 2022)

Park Board - 1 term (Expire 2024)

Rental Dwelling License Board of Appeals - 3 terms (Expire 2022)

Transportation Advisory Committee (TAC) - 1 term (Expire 2022)

Mayor Recommended: (terms to expire 09/07 of said year)

Economic Development Authority (EDA) - 1 term (Expire 2021) - 1 term (Expire 2026)

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

Police & Fire Civil Service Commission - 1 term (Expire 2023)

Ad Hoc Committees - Applicants Needed

Water Tower Committee - Two positions available

10. **Public Forum**

Time allocated for citizens to bring matters not on the agenda to the attention of the Council - Time limits may be imposed

11. **Staff Reports**

(Verbal: Any Updates since Packet)

12. **Mayor's Report**

13. **Council Member Reports**

14. **Adjourn**

Personnel & Finance Committee will meet at 6:45 P.M.

WebEx Teleconference Call In Info:

Call Toll-Free: 844-992-4726

Access Code: 187 870 1673

Safety & Public Works Committee will meet at 6:30 P.M.

WebEx Teleconference Call In Info:

Call Toll-Free: 844-992-4726

Access Code: 187 480 7956

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"

06/03/2021 01:44 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 06/07/2021 - 06/07/2021

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 3565 - 3 CHEERS HOSPIT:							
5/27/21 65933	3 CHEERS HOSPITALITY MAY 2021 LUNCH AND LEARN 1130-1230 278-6515-42210	05/25/2021 pziemer OPERATING SUPPLIES	06/09/2021	300.97 300.97	300.97	Open	N 06/09/2021
5/27/2021 - 2 65937	3 CHEERS HOSPITALITY MAY 2021 LNL INVOICE 1230-130 GROUP 278-6515-42210	05/24/2021 pziemer OPERATING SUPPLIES	06/09/2021	164.51 164.51	164.51	Open	N 06/09/2021
Total for vendor 3565 - 3 CHEERS HOSPIT:				465.48	465.48		
Vendor 0011 - ACE HARDWARE:							
297018 65838	ACE HARDWARE PUMP SPRAYER 235-3100-42220	05/19/2021 pziemer REPAIR & MAINT	06/09/2021	14.99 14.99	14.99	Open	N 06/09/2021
296869 65861	ACE HARDWARE HANGING STRIPS 225-2120-42220	05/13/2021 pziemer REPAIR & MAINT	06/09/2021	20.12 20.12	20.12	Open	N 06/09/2021
297033 65877	ACE HARDWARE TIRE PROTECTANT 225-2120-42221	05/20/2021 pziemer SQUAD CAR REPAIR SUPPLIES	06/09/2021	8.99 8.99	8.99	Open	N 06/09/2021
297114 65915	ACE HARDWARE 9V BATTERIES 235-3100-42220	05/24/2021 pziemer REPAIR & MAINT	06/09/2021	13.29 13.29	13.29	Open	N 06/09/2021
297158 65944	ACE HARDWARE QUICK LINKS 101-9200-43430	05/26/2021 pziemer MISCELLANEOUS	06/09/2021	53.94 53.94	53.94	Open	N 06/09/2021
297022 66063	ACE HARDWARE PVC PIPE MMP 230-5200-42220	05/19/2021 pziemer REPAIR & MAINT	06/09/2021	5.39 5.39	5.39	Open	N 06/09/2021
297235 66069	ACE HARDWARE SIGN POST SPRAY PAINT 235-3170-42210	05/28/2021 pziemer OPERATING SUPPLIES	06/09/2021	28.00 28.00	28.00	Open	N 06/09/2021

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
297217 66089	ACE HARDWARE TARP FOR COVERING PLANTS - FREEZE 230-5200-42220	05/27/2021 pziemer	06/09/2021	16.19 16.19	16.19	Open	N 06/09/2021
297305 66112	ACE HARDWARE PAINTING SUPPLIES 235-3170-42220	06/01/2021 pziemer	06/09/2021	71.19 71.19	71.19	Open	N 06/09/2021
297320 66129	ACE HARDWARE SPRINKLER SYSTEM REPAIR 235-3170-42220	06/01/2021 pziemer	06/09/2021	10.30 10.30	10.30	Open	N 06/09/2021
297339 66130	ACE HARDWARE DOWNTOWN MAINTENANCE - FLOWER POTS 401-1003-43430	06/02/2021 pziemer	06/09/2021	40.49 40.49	40.49	Open	N 06/09/2021
Total for vendor 0011 - ACE HARDWARE:				282.89	282.89		

Vendor 2902 - ADVANCE AUTO PA:

6574113786349 65834	ADVANCE AUTO PARTS SWEEPER CABIN AIR FILTER 235-3100-42220	05/17/2021 pziemer	06/09/2021	38.50 38.50	38.50	Open	N 06/09/2021
6574113786321 65835	ADVANCE AUTO PARTS BRAKE CLEANER 235-3100-42220	05/17/2021 pziemer	06/09/2021	62.64 62.64	62.64	Open	N 06/09/2021
6574113186174 65852	ADVANCE AUTO PARTS SWEEPER 118 OIL SEAL 235-3100-42220	05/11/2021 pziemer	06/09/2021	57.78 57.78	57.78	Open	N 06/09/2021
6574114586688 65940	ADVANCE AUTO PARTS DEGREASER/TRUCK 160 FAN RESISTOR 235-3100-42220	05/25/2021 pziemer	06/09/2021	62.63 62.63	62.63	Open	N 06/09/2021
6574114586703 65941	ADVANCE AUTO PARTS SHOP SEAFOAM FUEL ADDITIVE 235-3100-42220	05/25/2021 pziemer	06/09/2021	49.67 49.67	49.67	Open	N 06/09/2021
6574114686748 65996	ADVANCE AUTO PARTS TOGGLE SWITCH RETURN	05/26/2021 pziemer	06/09/2021	(0.26)	(0.26)	Open	N 06/09/2021

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution 235-3100-42220	REPAIR & MAINT		(0.26)			
6574114586693 65997	ADVANCE AUTO PARTS OIL FILTER RE-STOCK 235-3100-42220	05/25/2021 pziemer	06/09/2021	26.58	26.58	Open	N 06/09/2021
	235-3100-42220	REPAIR & MAINT		26.58			
6574114686737 65998	ADVANCE AUTO PARTS TRUCK 105 MIRROR 235-3100-42220	05/26/2021 pziemer	06/09/2021	22.94	22.94	Open	N 06/09/2021
	235-3100-42220	REPAIR & MAINT		22.94			
Total for vendor 2902 - ADVANCE AUTO PA:				320.48	320.48		

Vendor 0533 - ALLEGRA:

91319 66054	ALLEGRA REVISED MASK SIGN - LIBRARY 211-5500-42200	05/19/2021 pziemer	06/09/2021	20.00	20.00	Open	N 06/09/2021
	OFFICE SUPPLIES			20.00			
Total for vendor 0533 - ALLEGRA:				20.00	20.00		

Vendor 2846 - AMERICAN WELDING:

07809543 65881	AMERICAN WELDING-GAS INC WELDING SUPPLIES 235-3100-42220	05/17/2021 pziemer	06/09/2021	94.95	94.95	Open	N 06/09/2021
	235-3100-42220	REPAIR & MAINT		94.95			
07812026 65910	AMERICAN WELDING-GAS INC DIEMASTER BLADE 235-3100-42220	05/19/2021 pziemer	06/09/2021	113.41	113.41	Open	N 06/09/2021
	235-3100-42220	REPAIR & MAINT		113.41			
Total for vendor 2846 - AMERICAN WELDING:				208.36	208.36		

Vendor 0039 - AMERIPRIDE LINE:

253000002153 65840	ARAMARK UNIFORM SERVICES RUGS AND COVERALLS 235-3100-43430	05/20/2021 pziemer	06/09/2021	68.16	68.16	Open	N 06/09/2021
	235-3100-43430	MISCELLANEOUS		68.16			
253000004775 66068	ARAMARK UNIFORM SERVICES RUGS AND COVERALLS 235-3100-43430	05/27/2021 pziemer	06/09/2021	93.32	93.32	Open	N 06/09/2021
	235-3100-43430	MISCELLANEOUS		93.32			
Total for vendor 0039 - AMERIPRIDE LINE:				161.48	161.48		

Vendor 0041 - ANDERSON BROTHE:

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
27283 65889	ANDERSON BROTHERS CONSTRU VARIOUS PARKING LOT RESURFACING 2021 pziemer 401-9030-45530-21:07 CAPITAL-PYMTS TO CONTRACTS 401-9030-45530-21:09 CAPITAL-PYMTS TO CONTRACTS 401-9030-45530-21:09 CAPITAL-PYMTS TO CONTRACTS 401-9030-45530-21:08 CAPITAL-PYMTS TO CONTRACTS	05/14/2021 pziemer	06/09/2021	234,573.53 94,365.25 17,882.94 52,554.87 69,770.47	234,573.53	Open	N 06/09/2021
PAY REQ 1 -19:09 66132	ANDERSON BROTHERS CONSTRU IMP 19-01 NW 4TH STREET PAY REQ 1 pziemer 401-1901-45530 PYMTS TO CONTRACTORS	06/03/2021 pziemer	06/09/2021	435,924.58 435,924.58	435,924.58	Open	N 06/09/2021
Total for vendor 0041 - ANDERSON BROTHE:				670,498.11	670,498.11		
Vendor 3859 - ASL INTERPRETING SERVICES INC:							
INV-00087-A 65878	ASL INTERPRETING SERVICES INC INTERPRETING SERVICES pziemer 225-2120-43300 PROFESSIONAL SERVICES	05/18/2021 pziemer	06/09/2021	30.03 30.03	30.03	Open	N 06/09/2021
Total for vendor 3859 - ASL INTERPRETING SERVICES INC:				30.03	30.03		
Vendor 0944 - ASPEN MILLS:							
275133 66084	ASPEN MILLS UNIFORMS pziemer 225-2220-41113 UNIFORM ALLOWANCE	05/27/2021 pziemer	06/09/2021	514.37 514.37	514.37	Open	N 06/09/2021
Total for vendor 0944 - ASPEN MILLS:				514.37	514.37		
Vendor 2740 - AT&T MOBILITY:							
X06032021/ADM 66105*	AT&T MOBILITY ACCT 287292136423 ADMIN PHONES pziemer 101-1400-43321 TELEPHONE 101-1400-43321 TELEPHONE	05/25/2021 pziemer	06/09/2021	86.07 99.90 (13.83)	86.07	Open	N 06/09/2021
X06032021/CD 66106*	AT&T MOBILITY ACCT 287292136423 COM DEV PHONES pziemer 101-2400-43321 TELEPHONE 101-2400-43321 TELEPHONE	05/25/2021 pziemer	06/09/2021	86.07 99.90 (13.83)	86.07	Open	N 06/09/2021
X06032021/ENG 66107*	AT&T MOBILITY ACCT 287292136423 ENG PHONES pziemer 101-1700-43321 TELEPHONE 101-1700-43321 TELEPHONE	05/25/2021 pziemer	06/09/2021	234.79 276.26 (41.47)	234.79	Open	N 06/09/2021

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
X06032021/IT							
66108*	AT&T MOBILITY	05/25/2021	06/09/2021	86.07	86.07	Open	N
	ACCT 287292136423 IT DEPT PHONES pziemer						06/09/2021
	101-1800-43321 TELEPHONE			99.90			
	101-1800-43321 TELEPHONE			(13.83)			
X06032021/PARKS							
66109*	AT&T MOBILITY	05/25/2021	06/09/2021	36.81	36.81	Open	N
	ACCT 287292136423 PARKS DEPT CELL PH(pziemer						06/09/2021
	230-5200-43321 TELEPHONE			43.72			
	230-5200-43321 TELEPHONE			(6.91)			
X06032021/STRTS							
66110*	AT&T MOBILITY	05/25/2021	06/09/2021	79.84	79.84	Open	N
	ACCT 287292136423 STREET DEPT PHONES pziemer						06/09/2021
	235-3100-43321 TELEPHONE			93.67			
	235-3100-43321 TELEPHONE			(13.83)			
X06032021/TRANSIT							
66111*	AT&T MOBILITY	05/25/2021	06/09/2021	43.03	43.03	Open	N
	ACCT 287292136423 TRANSIT CELL PHONE pziemer						06/09/2021
	203-9000-43321 TELEPHONE			49.95			
	203-9000-43321 TELEPHONE			(6.92)			
	Total for vendor 2740 - AT&T MOBILITY:			652.68	652.68		
Vendor 2838 - AXON ENTERPRISE:							
SI-1737982							
65919	AXON ENTERPRISE, INC.	05/17/2021	06/09/2021	1,343.87	1,343.87	Open	N
	725JS INITIAL ISSUE pziemer						06/09/2021
	225-2120-41113 UNIFORM ALLOWANCE			1,343.87			
	Total for vendor 2838 - AXON ENTERPRISE:			1,343.87	1,343.87		
Vendor 0745 - BATTERIES PLUS:							
P39665559							
65862	BATTERIES PLUS	05/13/2021	06/09/2021	59.88	59.88	Open	N
	CR123 BATTERIES pziemer						06/09/2021
	225-2120-42210 OPERATING SUPPLIES			59.88			
	Total for vendor 0745 - BATTERIES PLUS:			59.88	59.88		
Vendor 2068 - BAXTER POLICE D:							
2ND QTR 2021							
65886	BAXTER POLICE DEPARTMENT	05/21/2021	06/09/2021	508.00	508.00	Open	N
	2ND QTR 2021 TZD pziemer						06/09/2021
	225-0000-20800 DUE TO OTHER GOVT UNITS			508.00			
	Total for vendor 2068 - BAXTER POLICE D:			508.00	508.00		

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 2948 - BILL'S GUN SHOP:							
90053 65863	BILL'S GUN SHOP & RANGE DEPT TRAINING DAYS - RANGE TIME 225-2120-43330	05/14/2021 pziemer	06/09/2021	400.00 400.00	400.00	Open	N 06/09/2021
Total for vendor 2948 - BILL'S GUN SHOP:				400.00	400.00		
Vendor 0748 - BJERGA FEED STO:							
1301067 66056	BJERGA FEED STORES FERTILIZER/WEED KILLER 230-5200-42220	05/25/2021 pziemer	06/09/2021	201.53 201.53	201.53	Open	N 06/09/2021
Total for vendor 0748 - BJERGA FEED STO:				201.53	201.53		
Vendor 0065 - BOYER TRUCKS RO:							
03P2686 65994	BOYER TRUCKS ROGERS TRUCK 106 BUSHINGS AND PINS 235-3100-42220	05/20/2021 pziemer	06/09/2021	112.38 112.38	112.38	Open	N 06/09/2021
Total for vendor 0065 - BOYER TRUCKS RO:				112.38	112.38		
Vendor 0084 - BRAINERD PIPE S:							
5743 65883	BRAINERD PIPE SUPPLY JOINT PVC SEWER PIPE -VACTOR 237-3190-42220	05/17/2021 pziemer	06/09/2021	385.35 385.35	385.35	Open	N 06/09/2021
5793 66093	BRAINERD PIPE SUPPLY PVC SEWER PIPE 238-3160-42220	05/27/2021 pziemer	06/09/2021	644.28 644.28	644.28	Open	N 06/09/2021
Total for vendor 0084 - BRAINERD PIPE S:				1,029.63	1,029.63		
Vendor 0296 - BRAINERD PUBLIC:							
5/25/2021 65938	BRAINERD PUBLIC UTILITIES MAY 2021 COBRA 101-0000-20800	05/25/2021 pziemer	06/09/2021	4,168.99 4,168.99	4,168.99	Open	N 06/09/2021
Total for vendor 0296 - BRAINERD PUBLIC:				4,168.99	4,168.99		
Vendor 0095 - BROCK WHITE CO:							

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
14702443-00 66003	BROCK WHITE CO LLC PONDGARD 237-3190-42220	05/17/2021 pziemer	06/09/2021	1,762.50	1,762.50	Open	N 06/09/2021
	SANITARY DUMP SITE LINER			1,762.50			
	Total for vendor 0095 - BROCK WHITE CO:			1,762.50	1,762.50		
Vendor 0102 - CANON FINANCIAL:							
26732843 65846	CANON FINANCIAL SERVICE 5/20/21-6/19/21 FIRE DEPT COPIER CONT 225-2220-43331	05/12/2021 pziemer	06/09/2021	67.27	67.27	Open	N 06/09/2021
	LEASED PAYMENTS			67.27			
	Total for vendor 0102 - CANON FINANCIAL:			67.27	67.27		
Vendor 0447 - CDW GOVERNMENT,:							
C703140 65857	CDW GOVERNMENT, INC CDWG - CISCO MERAKI LIC - NE FIRE 101-1800-43309	05/04/2021 pziemer	06/09/2021	190.91	190.91	Open	N 06/09/2021
	COMPUTER SUPPORT			190.91			
D053036 65911	CDW GOVERNMENT, INC XEROX PRINTER 101-1400-43430	05/12/2021 pziemer	06/09/2021	145.12	145.12	Open	N 06/09/2021
	MISCELLANEOUS			145.12			
D494026 66092	CDW GOVERNMENT, INC USB NUMERIC PAD 401-9030-43430	05/20/2021 pziemer	06/09/2021	25.83	25.83	Open	N 06/09/2021
	MISCELLANEOUS			25.83			
	Total for vendor 0447 - CDW GOVERNMENT,:			361.86	361.86		
Vendor 0307 - CENTERPOINT ENE:							
11078538-3/MAY 21 65901	CENTERPOINT ENERGY 4/15-5/14 NE FIRE UTILITIES 225-2220-43380	05/18/2021 pziemer	06/09/2021	84.54	84.54	Open	N 06/09/2021
	UTILITIES			84.54			
5974635-4/MAY 21 65902	CENTERPOINT ENERGY 4/15-5/14 STREET DEPT UTILITIES 235-3100-43380	05/18/2021 pziemer	06/09/2021	235.25	235.25	Open	N 06/09/2021
	UTILITIES			235.25			
5942870-6/MAY 21 65903	CENTERPOINT ENERGY 4/15-5/14 CITY HALL UTILITIES 101-1940-43380	05/18/2021 pziemer	06/09/2021	185.37	185.37	Open	N 06/09/2021
	UTILITIES			185.37			

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5956221-5/MAY 21 65904	CENTERPOINT ENERGY 4/15-5/14 POLICE DEPT UTILITIES 225-2120-43380	05/18/2021 pziemer	06/09/2021	20.45 20.45	20.45	Open	N 06/09/2021
6031615-5/MAY 21 65905	CENTERPOINT ENERGY 4/15-5/14 ANNEX UTILITIES 101-1940-43380	05/18/2021 pziemer	06/09/2021	94.67 94.67	94.67	Open	N 06/09/2021
6032449-8/MAY 21 65906	CENTERPOINT ENERGY 4/15-5/14 LIBRARY UTILITIES 211-5500-43380	05/18/2021 pziemer	06/09/2021	509.51 509.51	509.51	Open	N 06/09/2021
6004720-6/MAY 21 65912	CENTERPOINT ENERGY 4/15-5/14 FIRE DEPT UTILITIES 225-2220-43380	05/18/2021 pziemer	06/09/2021	114.88 114.88	114.88	Open	N 06/09/2021
5933799-8/MAY 21 66064	CENTERPOINT ENERGY 4/15-5/14 PARKS UTILITIES 230-5200-43380	05/18/2021 pziemer	06/09/2021	99.71 99.71	99.71	Open	N 06/09/2021
Total for vendor 0307 - CENTERPOINT ENE:				1,344.38	1,344.38		

Vendor 1343 - CHARTER COMMUNICATION:

0008065050821 65864	CHARTER COMMUNICATIONS BUSINESS TV - PD 225-2120-43380	05/08/2021 pziemer	06/09/2021	46.46 46.46	46.46	Open	N 06/09/2021
0055470050821 65900	CHARTER COMMUNICATIONS FIRE STATION 225-2220-43380	05/08/2021 pziemer	06/09/2021	7.84 7.84	7.84	Open	N 06/09/2021
Total for vendor 1343 - CHARTER COMMUNICATION:				54.30	54.30		

Vendor 3414 - COILS FLAGS - F:

5797 65836	COILS FLAGS - FLAGPOLES WATER TOWER FLAG POLES REPAIRS 101-9200-43430	05/19/2021 pziemer	06/09/2021	450.00 450.00	450.00	Open	N 06/09/2021
Total for vendor 3414 - COILS FLAGS - F:				450.00	450.00		

Vendor 0122 - COMMUNITY ACTIO:

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6/1/21 66091	COMMUNITY ACTION WATER TOWER DONATION - BRAINERD JAYC 101-0000-20803	06/01/2021 pziemer	06/09/2021	250.00	250.00	Open	N 06/09/2021
	WATERTOWER DONATIONS-CC			250.00			
	Total for vendor 0122 - COMMUNITY ACTIO:			250.00	250.00		
Vendor 3783 - CONNECT INTERIORS LLC:							
62107 65920	CONNECT INTERIORS LLC ADMIN SUP. OFFICE/FURNITURE 400-9050-45530	05/21/2021 pziemer	06/09/2021	7,715.67	7,715.67	Open	N 06/09/2021
	CAPITAL - OTHER			7,715.67			
	Total for vendor 3783 - CONNECT INTERIORS LLC:			7,715.67	7,715.67		
Vendor 0900 - CUB FOODS BRD:							
TRX 117 - FD 65896	CUB FOODS - BRAINERD STATION 1 FLOWERS 225-2220-42210	05/20/2021 pziemer	06/09/2021	49.98	49.98	Open	N 06/09/2021
	OPERATING SUPPLIES			49.98			
TRX 12 -PD 65921	CUB FOODS - BRAINERD DEPUTY CHIEF INTERVIEW PANEL/LUNCH 225-2120-43430	05/25/2021 pziemer	06/09/2021	2.50	2.50	Open	N 06/09/2021
	MISCELLANEOUS			2.50			
	Total for vendor 0900 - CUB FOODS BRD:			52.48	52.48		
Vendor MISC - CUPPA HOUSE PROPERTIES LLC:							
BFG21-0005 65918	CUPPA HOUSE PROPERTIES LLC BD Bond Refund 101-0000-20200	05/24/2021 pziemer	06/09/2021	43,240.00	43,240.00	Open	N 06/09/2021
	ACCOUNTS PAYABLE			43,240.00			
	Total for vendor MISC - CUPPA HOUSE PROPERTIES LLC:			43,240.00	43,240.00		
Vendor 0132 - CWC HIGHWAY DEP:							
4168 65851	CWC HIGHWAY DEPT APRIL 2021 TRANSIT FUEL 203-9000-42212	05/01/2021 pziemer	06/09/2021	2,702.04	2,702.04	Open	N 06/09/2021
	MOTOR FUELS			2,702.04			
	Total for vendor 0132 - CWC HIGHWAY DEP:			2,702.04	2,702.04		
Vendor 0133 - CWC RECORDER:							
21-7776 65946	CWC RECORDER DOC 952658 CONDITIONAL USE PERMIT	05/20/2021 pziemer	06/09/2021	46.00	46.00	Open	N 06/09/2021

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	101-2400-43350	PRINTING/LEGAL PUBLICATION		46.00			
21-7779 65947	CWC RECORDER DOC 952660 CONDITIONAL USE PERMIT FEE 101-2400-43350	05/20/2021 pziemer	06/09/2021	46.00 46.00	46.00	Open	N 06/09/2021
21-7778 65948	CWC RECORDER DOC 952659 CONDITIONAL USE FILING FEE 101-2400-43350	05/20/2021 pziemer	06/09/2021	46.00 46.00	46.00	Open	N 06/09/2021
21-7781 65949	CWC RECORDER DOC 952662 VARIANCE FILING FEE 101-2400-43350	05/20/2021 pziemer	06/09/2021	46.00 46.00	46.00	Open	N 06/09/2021
21-7780 65950	CWC RECORDER DOC 952661 VARIANCE FILING FEE 101-2400-43350	05/20/2021 pziemer	06/09/2021	46.00 46.00	46.00	Open	N 06/09/2021
	Total for vendor 0133 - CWC RECORDER:			230.00	230.00		

Vendor 0135 - CWC TREASURER:

4142/CITY HALL 65847	CWC TREASURER 1ST QTR 2021 REIMB EXPENSES - CITY HALL 101-1940-42220	05/01/2021 pziemer	06/09/2021	1,455.62 1,455.62	1,455.62	Open	N 06/09/2021
4142/FD 65848	CWC TREASURER 1ST QTR 2021 REIMB EXPENSES - FIRE DEPT 225-2220-42221	05/01/2021 pziemer	06/09/2021	550.62 550.62	550.62	Open	N 06/09/2021
4142/LIB 65849	CWC TREASURER 1ST QTR 2021 REIMB EXPENSES - LIBRARY 211-5500-42220	05/01/2021 pziemer	06/09/2021	1,992.59 1,992.59	1,992.59	Open	N 06/09/2021
4142/TRANSIT 65850	CWC TREASURER 1ST QTR 2021 REIMB EXPENSES - TRANSIT 203-9000-42220	05/01/2021 pziemer	06/09/2021	454.10 454.10	454.10	Open	N 06/09/2021
	Total for vendor 0135 - CWC TREASURER:			4,452.93	4,452.93		

Vendor 3566 - DATA PRACTICES O:

00000657175 66085	DATA PRACTICES OFFICE INTRO TO DATA PRACTICES - T. GAGE	05/27/2021 pziemer	06/09/2021	125.00	125.00	Open	N 06/09/2021
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	101-1400-43330	PROFESSIONAL DEVELOPMENT		125.00			
	Total for vendor 3566 - DATA PRATICES O:			125.00	125.00		
Vendor 3209 - DDA HUMAN RESOU:							
00000292							
65917	DDA HUMAN RESOURCES, INC.	05/24/2021	06/09/2021	8,500.00	8,500.00	Open	N
	2021 POLICE CHIEF SEARCH	pziemer					06/09/2021
	101-9200-43300	PROFESSIONAL SERVICES		8,500.00			
	Total for vendor 3209 - DDA HUMAN RESOU:			8,500.00	8,500.00		
Vendor 3919 - DIAMOND TOWER SERVICE INC:							
052621088							
66088	DIAMOND TOWER SERVICE INC	05/28/2021	06/09/2021	4,000.00	4,000.00	Open	N
	FLAG POLE REPAIR - HISTORIC WATER TOW	pziemer					06/09/2021
	101-9200-43430	MISCELLANEOUS		4,000.00			
	Total for vendor 3919 - DIAMOND TOWER SERVICE INC:			4,000.00	4,000.00		
Vendor 1286 - EAST SIDE OIL C:							
R93184							
66094	EAST SIDE OIL COMPANY	05/26/2021	06/09/2021	250.00	250.00	Open	N
	OIL & FILTERS	pziemer					06/09/2021
	227-3230-43428	USED OIL RECYCLING EXPENSE		250.00			
	Total for vendor 1286 - EAST SIDE OIL C:			250.00	250.00		
Vendor 3800 - ENVIROTECH:							
64504/CITY HALL							
65985	ENVIROTECH	05/26/2021	06/09/2021	1,765.00	1,765.00	Open	N
	JUNE 2021 JANITORIAL CITY HALL	pziemer					06/09/2021
	101-1940-43300	PROFESSIONAL SERVICES		1,765.00			
64504/FIRE DEPT							
65986	ENVIROTECH	05/26/2021	06/09/2021	238.00	238.00	Open	N
	JUNE 2021 JANITORIAL SERVICES	pziemer					06/09/2021
	225-2220-43300	PROFESSIONAL SERVICES		238.00			
64504/POLICE DEPT							
65987	ENVIROTECH	05/26/2021	06/09/2021	1,255.00	1,255.00	Open	N
	JUNE 21 JANITORIAL SERVICES	pziemer					06/09/2021
	225-2120-43300	PROFESSIONAL SERVICES		1,255.00			
64504/STREETS							
65988	ENVIROTECH	05/26/2021	06/09/2021	238.00	238.00	Open	N
	JUNE 21 JANITORIAL SERVICES	pziemer					06/09/2021
	235-3100-43300	PROFESSIONAL SERVICES		238.00			
	Total for vendor 3800 - ENVIROTECH:			3,496.00	3,496.00		

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Vendor 3544 - ERKENS WATER:							
407301 65897	ERKENS WATER SOLAR SALT - FD 225-2220-42210	05/12/2021 pziemer	06/09/2021	25.05	25.05	Open	N 06/09/2021
	OPERATING SUPPLIES			25.05			
	Total for vendor 3544 - ERKENS WATER:			25.05	25.05		
Vendor 0170 - FASTENAL COMPAN:							
MNBAX245466 65875	FASTENAL COMPANY SHOP SNAP PINS 235-3100-42220	05/17/2021 pziemer	06/09/2021	37.43	37.43	Open	N 06/09/2021
	REPAIR & MAINT			37.43			
MNBAX245849 66090	FASTENAL COMPANY WEIGHT LIMIT SIGN HARDWARE 235-3170-42210	05/28/2021 pziemer	06/09/2021	125.88	125.88	Open	N 06/09/2021
	OPERATING SUPPLIES			125.88			
	Total for vendor 0170 - FASTENAL COMPAN:			163.31	163.31		
Vendor 3402 - FLEETPRIDE:							
74004686 65853	FLEETPRIDE TRUCK 106 AIR TUBING 235-3100-42220	05/17/2021 pziemer	06/09/2021	23.41	23.41	Open	N 06/09/2021
	REPAIR & MAINT			23.41			
	Total for vendor 3402 - FLEETPRIDE:			23.41	23.41		
Vendor MISC - GO PERMITS LLC:							
00035448 65826	GO PERMITS LLC BD Payment Refund 101-0000-20200	05/21/2021 pziemer	06/09/2021	63.20	63.20	Open	N 06/09/2021
	ACCOUNTS PAYABLE			63.20			
	Total for vendor MISC - GO PERMITS LLC:			63.20	63.20		
Vendor 2328 - GREENHECK AUTO:							
28008 65908	GREENHECK AUTO GLASS LLC SQUAD 426 REPLACE WINDOW 225-2120-42221	05/20/2021 pziemer	06/09/2021	310.00	310.00	Open	N 06/09/2021
	SQUAD CAR REPAIR SUPPLIES			310.00			
	Total for vendor 2328 - GREENHECK AUTO:			310.00	310.00		
Vendor 3011 - GUARDIAN PEST C:							

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2244765 66053	GUARDIAN PEST CONTROL INC FIRE DEPT PEST CONTROL 225-2220-43300	05/03/2021 pziemer	06/09/2021	59.00 59.00	59.00	Open	N 06/09/2021
	PROFESSIONAL SERVICES			59.00			
	Total for vendor 3011 - GUARDIAN PEST C:			59.00	59.00		
Vendor 0201 - HEARTLAND TIRE:							
15014791 65874	HEARTLAND TIRE SERVICE INC TRUCK 107 TIRE REPAIR 237-3190-42220	05/18/2021 pziemer	06/09/2021	26.60 26.60	26.60	Open	N 06/09/2021
	REPAIR & MAINT			26.60			
	Total for vendor 0201 - HEARTLAND TIRE:			26.60	26.60		
Vendor 0209 - HEARTLAND TIRE:							
3024547 65833	HEARTLAND TIRE INC. SQD 429 TIRE REPAIR 225-2120-42221	05/18/2021 pziemer	06/09/2021	49.32 49.32	49.32	Open	N 06/09/2021
	SQUAD CAR REPAIR SUPPLIES			49.32			
	Total for vendor 0209 - HEARTLAND TIRE:			49.32	49.32		
Vendor 3202 - INNOVATIVE OFFI:							
IN3361133 65898	INNOVATIVE OFFICE SOLUTIONS LLC POCKET FILES/OFFICE SUPPLIES - FD 225-2220-42200	05/24/2021 pziemer	06/09/2021	16.50 16.50	16.50	Open	N 06/09/2021
	OFFICE SUPPLIES			16.50			
IN3366549 66055	INNOVATIVE OFFICE SOLUTIONS LLC COPY PAPER - FD 225-2220-42200	05/21/2021 pziemer	06/09/2021	37.82 37.82	37.82	Open	N 06/09/2021
	OFFICE SUPPLIES			37.82			
	Total for vendor 3202 - INNOVATIVE OFFI:			54.32	54.32		
Vendor 3617 - J.R. OIL CO.:							
#6416 65909	J.R. OIL CO. USED OIL FILTER PICKUP 235-3100-42220	05/19/2021 pziemer	06/09/2021	63.00 63.00	63.00	Open	N 06/09/2021
	REPAIR & MAINT			63.00			
	Total for vendor 3617 - J.R. OIL CO.:			63.00	63.00		
Vendor 3421 - JOBSHQ:							
2254338 & 2245790 66005*	JOBSHQ BAL 2021 SEASONAL /PD ADS & PARK CREI	05/26/2021 pziemer	06/09/2021	89.50	89.50	Open	N 06/09/2021

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	GL Distribution						
	101-1700-43350	PRINTING/LEGAL PUBLICATION		23.08			
	101-2400-43350	PRINTING/LEGAL PUBLICATION		23.08			
	101-2400-43350	PRINTING/LEGAL PUBLICATION		23.08			
	235-3100-43350	PRINTING/LEGAL PUBLICATION		23.08			
	225-2120-43350	PRINTING/LEGAL PUBLICATION		289.50			
	230-5200-43350	PRINTING/LEGAL PUBLICATION		(384.62)			
	230-5200-43350	PRINTING/LEGAL PUBLICATION		46.15			
	101-0000-14100	DUE FROM COMPONENT UNIT		46.15			
	Total for vendor 3421 - JOBSHQ:			89.50	89.50		

Vendor MISC - JULIE HOST:

05/21/2021							
65876	JULIE HOST	05/21/2021	06/09/2021	32.36	32.36	Open	N 06/09/2021
	REFUND JUNE 2021 PARKING - CANCEL 5/31/2021	pziemer					
	101-0000-22801	Refund: MR Unapplied Payments		30.00			
	101-0000-20810	STATE TAX PAYABLE		2.06			
	101-0000-20811	COUNTY SALES TAX		0.15			
	101-0000-20812	CITY TAX PAYABLE		0.15			
	Total for vendor MISC - JULIE HOST:			32.36	32.36		

Vendor 0220 - KENNEDY & GRAVE:

BR345-00018							
65895	KENNEDY & GRAVEN	05/19/2021	06/09/2021	226.00	226.00	Open	N 06/09/2021
	GEN FIN MATTERS THRU 4/30/21	pziemer					
	101-9200-43300	PROFESSIONAL SERVICES		63.00			
	295-6510-43300	PROFESSIONAL SERVICES		163.00			
	Total for vendor 0220 - KENNEDY & GRAVE:			226.00	226.00		

Vendor 2396 - KNIFE RIVER:

840300							
65843	KNIFE RIVER	05/11/2021	06/09/2021	1,385.80	1,385.80	Open	N 06/09/2021
	CLASS 5 AGGREGATE 241.43 CY	pziemer					
	235-3100-42220	REPAIR & MAINT		1,385.80			
840931							
65844	KNIFE RIVER	05/12/2021	06/09/2021	1,274.94	1,274.94	Open	N 06/09/2021
	CLASS 5 AGGREGATE 222.11 CY	pziemer					
	235-3100-42220	REPAIR & MAINT		1,274.94			
841741							
65893	KNIFE RIVER	05/13/2021	06/09/2021	1,219.50	1,219.50	Open	N 06/09/2021
	CLASS 5 AGGREGATE 212.46 CY	pziemer					
	235-3100-42220	REPAIR & MAINT		1,219.50			
842136							
65894	KNIFE RIVER	05/14/2021	06/09/2021	720.62	720.62	Open	N 06/09/2021
	CLASS 5 AGGREGATE - 125.54 CY	pziemer					

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	GL Distribution 235-3100-42220	REPAIR & MAINT		720.62			
842562 65914	KNIFE RIVER CLASS 5 AGGREGATE 164.17CY 235-3100-42220	05/17/2021 pziemer REPAIR & MAINT	06/09/2021	942.34 942.34	942.34	Open	N 06/09/2021
844089 65990	KNIFE RIVER CLASS 5 AGGREGATE 86.91 CY 235-3100-42220	05/19/2021 pziemer REPAIR & MAINT	06/09/2021	498.89 498.89	498.89	Open	N 06/09/2021
843716 65991	KNIFE RIVER CLASS 5 AGGREGATE 144.86 CY 235-3100-42220	05/18/2021 pziemer REPAIR & MAINT	06/09/2021	831.48 831.48	831.48	Open	N 06/09/2021
844568 66004	KNIFE RIVER CLASS 5 AGGREGATE 86.91 CY 235-3100-42220	05/20/2021 pziemer REPAIR & MAINT	06/09/2021	498.89 498.89	498.89	Open	N 06/09/2021
Total for vendor 2396 - KNIFE RIVER:				7,372.46	7,372.46		
Vendor 1090 - LAKELAND VETERI:							
265759 66086	LAKELAND VETERINARY HOSPITAL VET CHECKUP - KENO 225-2128-43430	05/01/2021 pziemer MISC - K9 PROGRAM	06/09/2021	104.75 104.75	104.75	Open	N 06/09/2021
Total for vendor 1090 - LAKELAND VETERI:				104.75	104.75		
Vendor 3469 - LAKES AREA MAT:							
20210525 #522 65934	LAKES AREA MAT SERVICE INC CITY HALL FLOOR MATS 101-1940-43410	05/25/2021 pziemer RENTAL EXPENSE	06/09/2021	42.56 42.56	42.56	Open	N 06/09/2021
20210511 #522 65935	LAKES AREA MAT SERVICE INC CITY HALL FLOOR MATS 101-1940-43410	05/11/2021 pziemer RENTAL EXPENSE	06/09/2021	42.56 42.56	42.56	Open	N 06/09/2021
20210525 #520 65936	LAKES AREA MAT SERVICE INC POLICE DEPT FLOOR MATS 225-2120-43300	05/25/2021 pziemer PROFESSIONAL SERVICES	06/09/2021	41.44 41.44	41.44	Open	N 06/09/2021
20210511 #520 65939	LAKES AREA MAT SERVICE INC POLICE DEPT FLOOR MATS	05/11/2021 pziemer	06/09/2021	41.44	41.44	Open	N 06/09/2021

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	225-2120-43300	PROFESSIONAL SERVICES		41.44			
	Total for vendor 3469 - LAKES AREA MAT:			168.00	168.00		
Vendor 3627 - LAKES AREA WILD:							
MAY 2021							
65992	LAKES AREA WILDLIFE CONTROL	05/26/2021	06/09/2021	2,298.00	2,298.00	Open	N
	MAY 21 ANIMAL CONTROL CONTRACT	pziemer					06/09/2021
	225-2700-43300	PROFESSIONAL SERVICES		2,298.00			
	Total for vendor 3627 - LAKES AREA WILD:			2,298.00	2,298.00		
Vendor 0237 - LOCATORS - SUPP:							
0292668-IN							
66104	LOCATORS - SUPPLIES INC	05/27/2021	06/09/2021	113.08	113.08	Open	N
	SEWER MARKING PAINT	pziemer					06/09/2021
	237-3190-42220	REPAIR & MAINT		113.08			
	Total for vendor 0237 - LOCATORS - SUPP:			113.08	113.08		
Vendor 2141 - M&M EXPRESS SAL:							
314751							
65899	M&M EXPRESS SALES & SERVICE	05/12/2021	06/09/2021	99.09	99.09	Open	N
	WATER PUMP REPAIRS	pziemer					06/09/2021
	225-2220-42220	REPAIR & MAINT		99.09			
	Total for vendor 2141 - M&M EXPRESS SAL:			99.09	99.09		
Vendor 1753 - MARCO:							
INV8754245							
65880	MARCO	05/17/2021	06/09/2021	1,504.00	1,504.00	Open	N
	MARCO - OFFICE365 4/16-5/15/21	pziemer					06/09/2021
	101-1800-43309	COMPUTER SUPPORT		1,504.00			
CM489306							
66087	MARCO	05/01/2021	06/09/2021	(282.51)	(282.51)	Open	N
	CREDIT FOR RETURN OF PD COPIER	pziemer					06/09/2021
	225-2120-43331	LEASED PAYMENTS		(282.51)			
	Total for vendor 1753 - MARCO:			1,221.49	1,221.49		
Vendor 0243 - MARCO FINANCING:							
442935581							
65856	MARCO FINANCING	05/07/2021	06/09/2021	1,379.85	1,379.85	Open	N
	MARCO - COPIER CITY HALL 2ND 6/1-9/1/pziemer						06/09/2021
	101-1800-43331	LEASE PAYMENTS		1,379.85			
	Total for vendor 0243 - MARCO FINANCING:			1,379.85	1,379.85		

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Vendor 0254 - MILLS MOTORS IN:							
556373 65839	MILLS MOTORS INC BUS 142 REPAIRS 203-9000-43401	05/19/2021 pziemer	06/09/2021	214.97	214.97	Open	N 06/09/2021
	VEHICLE REPAIRS			214.97			
555991 66083	MILLS MOTORS INC BUS 141 REPAIRS 203-9000-43401	05/28/2021 pziemer	06/09/2021	3,048.92	3,048.92	Open	N 06/09/2021
	VEHICLE REPAIRS			3,048.92			
Total for vendor 0254 - MILLS MOTORS IN:				3,263.89	3,263.89		

Vendor 3905 - MINNESOTA'S BOOKSTORE:

00000656385 65913	DEPT OF ADMIN/PLANT MANAGEMENT 2021 AD #5 FOR TRANSIT RFP 203-9000-43340	05/20/2021 pziemer	06/09/2021	150.00	150.00	Open	N 06/09/2021
	ADVERTISING/MARKETING			150.00			
00000657220 66006	DEPT OF ADMIN/PLANT MANAGEMENT AD # 6 FOR TRANSIT RFP 203-9000-43340	05/27/2021 pziemer	06/09/2021	150.00	150.00	Open	N 06/09/2021
	ADVERTISING/MARKETING			150.00			
Total for vendor 3905 - MINNESOTA'S BOOKSTORE:				300.00	300.00		

Vendor 1021 - MOTOROLA:

8281173524 66113	MOTOROLA X2 PORTABLE RADIOS 404-9055-45500	05/18/2021 pziemer	06/09/2021	10,869.50	10,869.50	Open	N 06/09/2021
	BUILDING CAPITAL			10,869.50			
Total for vendor 1021 - MOTOROLA:				10,869.50	10,869.50		

Vendor 3168 - MOTORS-N-MORE:

28369 65879	MOTORS-N-MORE SQD 430 OIL CHANGE 225-2120-42221	05/19/2021 pziemer	06/09/2021	23.00	23.00	Open	N 06/09/2021
	SQUAD CAR REPAIR SUPPLIES			23.00			
28376 65989	MOTORS-N-MORE SQD 426 OIL CHANGE 225-2120-42221	05/25/2021 pziemer	06/09/2021	23.00	23.00	Open	N 06/09/2021
	SQUAD CAR REPAIR SUPPLIES			23.00			
Total for vendor 3168 - MOTORS-N-MORE:				46.00	46.00		

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

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212178 65884	M-R SIGN CO., INC. NO U-TURN SIGNS 235-3170-42210	05/17/2021 pziemer	06/09/2021	153.42	153.42	Open	N 06/09/2021
	1ST AVENUE NO U-TURN SIGNS			153.42			
212298 66097	M-R SIGN CO., INC. NO PARKING SIGNS 401-9030-43430-21:09	05/25/2021 pziemer	06/09/2021	439.21	439.21	Open	N 06/09/2021
	MISCELLANEOUS			439.21			
212300 66098	M-R SIGN CO., INC. SNOW EMERGENCY ROUTE SIGNS 235-3170-42210	05/25/2021 pziemer	06/09/2021	2,210.25	2,210.25	Open	N 06/09/2021
	SNOW EMERGENCY SIGNS			2,210.25			
212301 66099	M-R SIGN CO., INC. WEIGHT LIMIT SIGNS 235-3170-42210	05/25/2021 pziemer	06/09/2021	3,001.00	3,001.00	Open	N 06/09/2021
	WEIGHT LIMIT 4 TONS SIGNS			3,001.00			
212299 66100	M-R SIGN CO., INC. HANDICAP SIGNS 401-9030-43430-21:09	05/25/2021 pziemer	06/09/2021	245.01	245.01	Open	N 06/09/2021
	MISCELLANEOUS			245.01			
Total for vendor 1449 - M-R SIGN CO., I:				6,048.89	6,048.89		

Vendor 0273 - NAPA AUTO PARTS:

408366 65942	NAPA AUTO PARTS BACKHOE AIR FILTER 235-3100-42220	05/25/2021 pziemer	06/09/2021	157.52	157.52	Open	N 06/09/2021
	REPAIR & MAINT			157.52			
408427 65943	NAPA AUTO PARTS TRUCK 106 AIR FILTER 235-3100-42220	05/25/2021 pziemer	06/09/2021	83.49	83.49	Open	N 06/09/2021
	REPAIR & MAINT			83.49			
Total for vendor 0273 - NAPA AUTO PARTS:				241.01	241.01		

Vendor 0427 - NISSWA POLICE D:

2ND QTR 2021 65887	NISSWA POLICE DEPT 2ND QTR 2021 TZD 225-0000-20800	05/21/2021 pziemer	06/09/2021	508.90	508.90	Open	N 06/09/2021
	DUE TO OTHER GOVT UNITS			508.90			
Total for vendor 0427 - NISSWA POLICE D:				508.90	508.90		

Vendor 1965 - NORTH CENTRAL B:

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
280401 65858	NORTH CENTRAL BUS SALES BUS 119 REPAIRS 203-9000-42220	05/11/2021 pziemer	06/09/2021	263.86 263.86	263.86	Open	N 06/09/2021
	REPAIR & MAINT			263.86			
280689 66002	NORTH CENTRAL BUS SALES BUS 181 REPAIRS 203-9000-43401	05/24/2021 pziemer	06/09/2021	195.27 195.27	195.27	Open	N 06/09/2021
	VEHICLE REPAIRS			195.27			
	Total for vendor 1965 - NORTH CENTRAL B:			459.13	459.13		
Vendor 0736 - NORTHLAND FIRE:							
44956 65866	NORTHLAND FIRE PROTECTION RECHARGE FIRE EXTINGUISHER 225-2120-42209	05/12/2021 pziemer	06/09/2021	68.85 68.85	68.85	Open	N 06/09/2021
	SAFETY EQUIPMENT SUPPLIES			68.85			
	Total for vendor 0736 - NORTHLAND FIRE:			68.85	68.85		
Vendor 2064 - NUSS TRUCK & EQ:							
356602 65995	NUSS TRUCK & EQUIPMENT MACK GR64F REPAIRS 235-3100-42220	05/25/2021 pziemer	06/09/2021	6,093.75 6,093.75	6,093.75	Open	N 06/09/2021
	REPAIR & MAINT			6,093.75			
	Total for vendor 2064 - NUSS TRUCK & EQ:			6,093.75	6,093.75		
Vendor 0284 - OFFICE SHOP:							
1096226-0 65855	OFFICE SHOP COPY PAPER - CITY HALL 101-1940-42200	05/17/2021 pziemer	06/09/2021	290.28 290.28	290.28	Open	N 06/09/2021
	OFFICE SUPPLIES			290.28			
1095725-2 66001	OFFICE SHOP MOUSE PADS - INTERNS 101-1940-42200	05/25/2021 pziemer	06/09/2021	16.92 16.92	16.92	Open	N 06/09/2021
	OFFICE SUPPLIES			16.92			
	Total for vendor 0284 - OFFICE SHOP:			307.20	307.20		
Vendor 2073 - PEQUOT LAKES PO:							
2ND QTR 2021 65888	PEQUOT LAKES POLICE DEPARTMENT 2ND QTR 2021 TZD 225-0000-20800	05/21/2021 pziemer	06/09/2021	303.31 303.31	303.31	Open	N 06/09/2021
	DUE TO OTHER GOVT UNITS			303.31			
	Total for vendor 2073 - PEQUOT LAKES PO:			303.31	303.31		

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Vendor 3413 - RATWIK, ROSZAK:							
APRIL 2021							
66128	RATWIK, ROSZAK AND MALONEY	05/01/2021	06/09/2021	9,101.35	9,101.35	Open	N 06/09/2021
	APRIL 2021 RETAINER/SPECIAL SERVICES pziemer						
	101-1610-43301	CITY ATTORNEY		4,413.36			
	101-0000-14100	DUE FROM COMPONENT UNIT		120.00			
	101-1610-43301	CITY ATTORNEY		2,085.00			
	401-1415-43300	PROFESSIONAL SERVICES		105.00			
	401-1901-43300	PROFESSIONAL SERVICES		30.00			
	401-1609-43300	PROFESSIONAL SERVICES		1,972.11			
	101-0000-14100	DUE FROM COMPONENT UNIT		346.20			
	101-0000-14100	DUE FROM COMPONENT UNIT		29.68			
	Total for vendor 3413 - RATWIK, ROSZAK:			9,101.35	9,101.35		
Vendor 3768 - SADUSKY RENOVATIONS:							
24							
65845	SADUSKY RENOVATIONS	05/20/2021	06/09/2021	7,110.05	7,110.05	Open	N 06/09/2021
	5/1/21-5/13/21 INSPECTION SERVICES pziemer						
	101-2400-43300	PROFESSIONAL SERVICES		7,110.05			
25							
66082	SADUSKY RENOVATIONS	05/31/2021	06/09/2021	1,598.60	1,598.60	Open	N 06/09/2021
	5/17/21 - 5/27/21 INSPECTION SERVICEspziemer						
	101-2400-43300	PROFESSIONAL SERVICES		1,598.60			
	Total for vendor 3768 - SADUSKY RENOVATIONS:			8,708.65	8,708.65		
Vendor 1066 - SCHUBERT, KRIS:							
5/11/21							
65859	SCHUBERT, KRIS	05/11/2021	06/09/2021	132.16	132.16	Open	N 06/09/2021
	IAFF MEDIATION - MILEAGE REIMBURSEMENTpziemer						
	101-1940-42212	MOTOR FUELS		132.16			
	Total for vendor 1066 - SCHUBERT, KRIS:			132.16	132.16		
Vendor 3612 - SEVERSON PORTER:							
MAY 2021							
65993	SEVERSON PORTER LAW	05/26/2021	06/09/2021	16,131.55	16,131.55	Open	N 06/09/2021
	MAY 21 PROSECUTION AGREEMENT pziemer						
	225-2127-43310	MISDEMEANOR PROSECUTOR		16,131.55			
	Total for vendor 3612 - SEVERSON PORTER:			16,131.55	16,131.55		
Vendor 2402 - SHAWN FLETCHER:							
30387/PARKS							
65841	SHAWN FLETCHER TRUCKING INC	05/20/2021	06/09/2021	1,500.00	1,500.00	Open	N 06/09/2021
	RED MULCH - PARKS pziemer						

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	230-5200-42220	REPAIR & MAINT		1,500.00			
30387/STREETS 65842	SHAWN FLETCHER TRUCKING INC RED MULCH - STREET DEPT 235-3100-42220	05/20/2021 pziemer	06/09/2021	1,500.00	1,500.00	Open	N 06/09/2021
		REPAIR & MAINT		1,500.00			
30408/STREETS 65891	SHAWN FLETCHER TRUCKING INC RED MULCH - STREET DEPT 235-3100-42220	05/21/2021 pziemer	06/09/2021	750.00	750.00	Open	N 06/09/2021
		REPAIR & MAINT		750.00			
30408/PARKS 65892	SHAWN FLETCHER TRUCKING INC RED MULCH - PARKS PORTION 230-5200-42220	05/21/2021 pziemer	06/09/2021	750.00	750.00	Open	N 06/09/2021
		REPAIR & MAINT		750.00			
Total for vendor 2402 - SHAWN FLETCHER:				4,500.00	4,500.00		

Vendor 0317 - SHORT ELLIOTT :

405367 65837	SHORT ELLIOTT HENDRICKSON IMP 20-07 PROF SVCS THRU 4/30/21 401-9030-43300-20:07	05/13/2021 pziemer	06/09/2021	1,087.50	1,087.50	Open	N 06/09/2021
		PROFESSIONAL SERVICES		1,087.50			
405463 65860	SHORT ELLIOTT HENDRICKSON IMP 19-02 PROF SVCS THRU 4/30/21 401-1902-43300	05/17/2021 pziemer	06/09/2021	3,903.03	3,903.03	Open	N 06/09/2021
		PROFESSIONAL SERVICES		3,903.03			
Total for vendor 0317 - SHORT ELLIOTT :				4,990.53	4,990.53		

Vendor 3138 - ST. LOUIS MRO I:

51807 65907	ST. LOUIS MRO INC. PD/ADMIN BACKGROUND CHECKS 225-2120-43300	05/01/2021 pziemer	06/09/2021	49.00	49.00	Open	N 06/09/2021
		PROFESSIONAL SERVICES		24.50			
	101-1400-43300	PROFESSIONAL SERVICES		24.50			
Total for vendor 3138 - ST. LOUIS MRO I:				49.00	49.00		

Vendor 2589 - STAPLES ADVANTA:

3476820559 65922	STAPLES ADVANTAGE EVIDENCE/OFFICE SUPPLIES/COPY PAPER 225-2120-42210	05/03/2021 pziemer	06/09/2021	218.74	218.74	Open	N 06/09/2021
		OPERATING SUPPLIES		37.02			
	225-2120-42200	OFFICE SUPPLIES		181.72			

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3476820560 65923	STAPLES ADVANTAGE LEGAL PADS 225-2120-42200	05/08/2021 pziemer	06/09/2021	5.02 5.02	5.02	Open	N 06/09/2021
3477285814 65924	STAPLES ADVANTAGE MAP FRAME 225-2120-42200	05/15/2021 pziemer	06/09/2021	13.79 13.79	13.79	Open	N 06/09/2021
3477285817 65925	STAPLES ADVANTAGE BPD WINDOW ENVELOPES 225-2120-42200	05/15/2021 pziemer	06/09/2021	227.20 227.20	227.20	Open	N 06/09/2021
3477285818 65926	STAPLES ADVANTAGE CREDIT - EVIDENCE/OFFICE SUPPLIES 225-2120-42210 225-2120-42200	05/15/2021 pziemer	06/09/2021	(61.29) (37.02) (24.27)	(61.29)	Open	N 06/09/2021
3477285819 65927	STAPLES ADVANTAGE BULLETING BOARDS & CHAIR MAT 225-2120-42200	05/15/2021 pziemer	06/09/2021	161.05 161.05	161.05	Open	N 06/09/2021
Total for vendor 2589 - STAPLES ADVANTA:				564.51	564.51		

Vendor 3916 - STEPP MANUFACTURING CO INC:

059310 65932	STEPP MANUFACTURING CO INC PATCH TRAILER PRIMARY CONTROLS 235-3100-42220	05/18/2021 pziemer	06/09/2021	345.62 345.62	345.62	Open	N 06/09/2021
059337 66127	STEPP MANUFACTURING CO INC PHOTO ELECTRIC EYE - LESS SALES TAX 235-3100-42220	05/26/2021 pziemer	06/09/2021	29.00 29.00	29.00	Open	N 06/09/2021
Total for vendor 3916 - STEPP MANUFACTURING CO INC:				374.62	374.62		

Vendor 3599 - STOUT HYDROSEED:

2169 65945	STOUT HYDROSEEDING & FERTILIZING GREGORY & TRIANGLE PARK WEED CONTROL 230-5200-42220	05/26/2021 pziemer	06/09/2021	1,432.00 1,432.00	1,432.00	Open	N 06/09/2021
2168 65976	STOUT HYDROSEEDING & FERTILIZING WEED KILLER - DOG PARK/ROUNDAABOUTS	05/26/2021 pziemer	06/09/2021	1,200.00	1,200.00	Open	N 06/09/2021

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	230-5200-42220	REPAIR & MAINT		1,200.00			
	Total for vendor 3599 - STOUT HYDROSEED:			2,632.00	2,632.00		
Vendor 0322 - STREICHERS PROF:							
I1502497 65867	STREICHERS PROF EQUIP 722 EXTERNAL VEST CARRIER 225-2120-41113	05/11/2021 pziemer UNIFORM ALLOWANCE	06/09/2021	111.97 111.97	111.97	Open	N 06/09/2021
I1502500 65868	STREICHERS PROF EQUIP 725JS INITIAL ISSUE 225-2120-41113	05/11/2021 pziemer UNIFORM ALLOWANCE	06/09/2021	64.99 64.99	64.99	Open	N 06/09/2021
I1502762 65869	STREICHERS PROF EQUIP 725JS INITIAL ISSUE 225-2120-41113	05/12/2021 pziemer UNIFORM ALLOWANCE	06/09/2021	289.99 289.99	289.99	Open	N 06/09/2021
I1502896 65870	STREICHERS PROF EQUIP WEAPON LIGHT 225-2120-41113	05/13/2021 pziemer UNIFORM ALLOWANCE	06/09/2021	134.99 134.99	134.99	Open	N 06/09/2021
I1503010 65871	STREICHERS PROF EQUIP INV - UNIFORM HOLSTER & WEAPON LIGHT 225-2120-41113	05/13/2021 pziemer UNIFORM ALLOWANCE	06/09/2021	190.98 190.98	190.98	Open	N 06/09/2021
I1503116 65872	STREICHERS PROF EQUIP TRAINING AMMO 225-2120-43330	05/14/2021 pziemer PROFESSIONAL DEVELOPMENT	06/09/2021	1,410.16 1,410.16	1,410.16	Open	N 06/09/2021
I1504289 65928	STREICHERS PROF EQUIP INVESTIGATIONS - HOLSTERS 225-2120-41113	05/20/2021 pziemer UNIFORM ALLOWANCE	06/09/2021	109.97 109.97	109.97	Open	N 06/09/2021
I1504306 65929	STREICHERS PROF EQUIP 725JS INITIAL ISSUE 225-2120-41113	05/20/2021 pziemer UNIFORM ALLOWANCE	06/09/2021	101.98 101.98	101.98	Open	N 06/09/2021
I1504484 65930	STREICHERS PROF EQUIP 707 BODY ARMOR/VEST 225-2120-41113	05/21/2021 pziemer UNIFORM ALLOWANCE	06/09/2021	1,274.98 1,274.98	1,274.98	Open	N 06/09/2021

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I1504488 65931	STREICHERS PROF EQUIP 725JS INITIAL ISSUE 225-2120-41113	05/21/2021 pziemer	06/09/2021	1,227.00	1,227.00	Open	N 06/09/2021
	UNIFORM ALLOWANCE			1,227.00			
I1504524 66007	STREICHERS PROF EQUIP 704 UNIFORM NAMEPLATE 225-2120-41113	05/21/2021 pziemer	06/09/2021	13.99	13.99	Open	N 06/09/2021
	UNIFORM ALLOWANCE			13.99			
I1504602 66008	STREICHERS PROF EQUIP 726 EXTERNAL VEST CARRIER 225-2120-41113	05/21/2021 pziemer	06/09/2021	104.99	104.99	Open	N 06/09/2021
	UNIFORM ALLOWANCE			104.99			
I1504912 66009	STREICHERS PROF EQUIP 725 INITIAL ISSUE 225-2120-41113	05/24/2021 pziemer	06/09/2021	84.99	84.99	Open	N 06/09/2021
	UNIFORM ALLOWANCE			84.99			
Total for vendor 0322 - STREICHERS PROF:				5,120.98	5,120.98		

Vendor 3424 - SULLIVAN CANDY:

353074 66057	SULLIVAN CANDY & SUPPLY CONCESSIONS - CHIPS/CANDY 230-5204-42210	05/21/2021 pziemer	06/09/2021	50.10	50.10	Open	N 06/09/2021
	OPERATING SUPPLIES			50.10			
Total for vendor 3424 - SULLIVAN CANDY:				50.10	50.10		

Vendor 3915 - SVI LLC:

14278 65916	SPECIALTY VEHICLES INTERNATIONAL RANGER - DURATRACK INSTALL 404-9055-45500	05/19/2021 pziemer	06/09/2021	13,295.70	13,295.70	Open	N 06/09/2021
	BUILDING CAPITAL			13,295.70			
Total for vendor 3915 - SVI LLC:				13,295.70	13,295.70		

Vendor 0325 - THELEN HTG & RF:

22975 65885	THELEN HTG & RFG CO QTY 2 OIL FILTERS 235-3100-42220	05/17/2021 pziemer	06/09/2021	10.00	10.00	Open	N 06/09/2021
	PATCH TRAILER FUEL FILTER			10.00			
23039 66095	THELEN HTG & RFG CO FUEL OIL TEST KIT 235-3100-42220	05/26/2021 pziemer	06/09/2021	75.00	75.00	Open	N 06/09/2021
	PATCH TRAILER FUEL TEST KIT			75.00			

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23040 66096	THELEN HTG & RFG CO FUEL NOZZLES 235-3100-42220	05/26/2021 pziemer	06/09/2021	20.00	20.00	Open	N 06/09/2021
	PATCH TRAILER FUEL NOZZLES			20.00			
	Total for vendor 0325 - THELEN HTG & RF:			105.00	105.00		

Vendor MISC - THOMAS ALLEN HOMES LLC:

00037351 65824	THOMAS ALLEN HOMES LLC BD Payment Refund 405-0000-20200	05/21/2021 pziemer	06/09/2021	500.00	500.00	Open	N 06/09/2021
	Park Dedication Fee			500.00			
00037348 65825	THOMAS ALLEN HOMES LLC BD Payment Refund 405-0000-20200	05/21/2021 pziemer	06/09/2021	500.00	500.00	Open	N 06/09/2021
	Park Dedication Fee			500.00			
00036097 65827	THOMAS ALLEN HOMES LLC BD Payment Refund 405-0000-20200	05/21/2021 pziemer	06/09/2021	500.00	500.00	Open	N 06/09/2021
	Park Dedication Fee			500.00			
	Total for vendor MISC - THOMAS ALLEN HOMES LLC:			1,500.00	1,500.00		

Vendor MISC - TOTAL PROPERTY CARE, LLC:

BFG21-0002 66066	TOTAL PROPERTY CARE, LLC BD Bond Refund 101-0000-20200	05/28/2021 pziemer	06/09/2021	1,800.00	1,800.00	Open	N 06/09/2021
	BFG21-0002			1,800.00			
BFG21-0003 66067	TOTAL PROPERTY CARE, LLC BD Bond Refund 101-0000-20200	05/28/2021 pziemer	06/09/2021	1,800.00	1,800.00	Open	N 06/09/2021
	BFG21-0003			1,800.00			
	Total for vendor MISC - TOTAL PROPERTY CARE, LLC:			3,600.00	3,600.00		

Vendor 0339 - UPPER LAKES FOO:

823858-00 66058	UPPER LAKES FOODS INC CONCESSIONS 230-5204-42210	05/21/2021 pziemer	06/09/2021	1,530.77	1,530.77	Open	N 06/09/2021
	OPERATING SUPPLIES			1,530.77			
	Total for vendor 0339 - UPPER LAKES FOO:			1,530.77	1,530.77		

Vendor 2924 - VERIZON WIRELES:

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
9879868304 65882	VERIZON WIRELESS 4/16-5/15 FD IPAD SERVICE 225-2220-43321	05/15/2021 pziemer	06/09/2021	245.07 245.07	245.07	Open	N 06/09/2021
988042074/ADM 66101	VERIZON WIRELESS ACCT 342090663-00001 - 4/24-5/23 HR Ipziemer 101-1400-43321	05/23/2021 TELEPHONE	06/09/2021	46.51 46.51	46.51	Open	N 06/09/2021
9880422074/FD 66102	VERIZON WIRELESS ACCT 342090663-00001 - STATION 2 - 4pziemer 225-2220-43321	05/23/2021 TELEPHONE	06/09/2021	40.01 40.01	40.01	Open	N 06/09/2021
9880422074/PARKS 66103	VERIZON WIRELESS ACCT 342090663-00001 PARKS PHONES 4/2pziemer 230-5200-43321	05/23/2021 TELEPHONE	06/09/2021	46.51 46.51	46.51	Open	N 06/09/2021
Total for vendor 2924 - VERIZON WIRELES:				378.10	378.10		

Vendor 2939 - VIKING COCA COL:

1007685 66059	VIKING COCA COLA BOTTLING CO CONCESSIONS- MMP BEVERAGES 230-5204-42210	05/19/2021 pziemer	06/09/2021	153.25 153.25	153.25	Open	N 06/09/2021
1008735 66060	VIKING COCA COLA BOTTLING CO CONCESSIONS 230-5204-42210	05/21/2021 pziemer	06/09/2021	79.75 79.75	79.75	Open	N 06/09/2021
1008736 66061	VIKING COCA COLA BOTTLING CO CONCESSIONS - MMP BEVERAGES 230-5204-42210	05/21/2021 pziemer	06/09/2021	359.50 359.50	359.50	Open	N 06/09/2021
Total for vendor 2939 - VIKING COCA COL:				592.50	592.50		

Vendor 0087 - VISIT BRAINERD:

APRIL 2021 65873	VISIT BRAINERD REMIT APRIL 2021 LODGING TAX 101-9200-43340	05/18/2021 pziemer	06/09/2021	1,574.93 1,574.93	1,574.93	Open	N 06/09/2021
Total for vendor 0087 - VISIT BRAINERD:				1,574.93	1,574.93		

Vendor 0349 - W W THOMPSON CO:

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DB: Brainerd

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
2105-913016 65854	W W THOMPSON CONCRETE VAC TRUCK DUMP SITE GROUT 237-3190-42220	05/17/2021 pziemer	06/09/2021	349.20	349.20	Open	N 06/09/2021
	REPAIR & MAINT			349.20			
	Total for vendor 0349 - W W THOMPSON CO:			349.20	349.20		

Vendor 0344 - WASTE PARTNERS:

15X01918 66121	WASTE PARTNERS INC MAY 21 WASTE OIL REMOVAL 227-3230-43428	05/31/2021 pziemer	06/09/2021	58.50	58.50	Open	N 06/09/2021
	USED OIL RECYCLING EXPENSE			58.50			
15X01913 66122	WASTE PARTNERS INC MAY 21 STREETS WASTE REMOVAL 235-3100-43380	05/31/2021 pziemer	06/09/2021	87.75	87.75	Open	N 06/09/2021
	UTILITIES			87.75			
15X01917 66123	WASTE PARTNERS INC MAY 21 PD WASTE REMOVAL 225-2120-43380	05/31/2021 pziemer	06/09/2021	112.75	112.75	Open	N 06/09/2021
	UTILITIES			112.75			
15X01914 66124	WASTE PARTNERS INC MAY 21 FD WASTE REMOVAL 225-2220-43380	05/31/2021 pziemer	06/09/2021	93.60	93.60	Open	N 06/09/2021
	UTILITIES			93.60			
15X01916 66125	WASTE PARTNERS INC MAY 21 DOWNTOWN WASTE REMOVAL 401-1003-43300	05/31/2021 pziemer	06/09/2021	243.36	243.36	Open	N 06/09/2021
	PROFESSIONAL SERVICES			243.36			
15X01915 66126	WASTE PARTNERS INC MAY 21 CITY HALL WASTE REMOVAL 101-1940-43380	05/31/2021 pziemer	06/09/2021	98.50	98.50	Open	N 06/09/2021
	UTILITIES			98.50			
	Total for vendor 0344 - WASTE PARTNERS:			694.46	694.46		

Vendor 3914 - WATSON COMPANY:

116117 66062	WATSON COMPANY CONCESSIONS - CANDY/FROZEN TREATS 230-5204-42210	05/25/2021 pziemer	06/09/2021	226.02	226.02	Open	N 06/09/2021
	OPERATING SUPPLIES			226.02			
116132 66065	WATSON COMPANY CONCESSIONS - CANDY/HOT BEVERAGES/FR 230-5204-42210	05/25/2021 pziemer	06/09/2021	508.36	508.36	Open	N 06/09/2021
	OPERATING SUPPLIES			508.36			

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Inv Ref#	Description	Entered By					Post Date

Total for vendor 3914 - WATSON COMPANY:				734.38	734.38		
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PCard: 2257 U.S. BANK Card Holder: ADMIN

Vendor 0120 - COALITION OF GR:

5/10/21							
65984	COALITION OF GR MN CITIES	05/10/2021	06/09/2021	175.00	175.00	Open	N
	CGMC SUMMER CONFERENCE - BERGMAN	pziemer					06/09/2021
	101-1400-43330	PROFESSIONAL DEVELOPMENT		175.00			
	Total for vendor 0120 - COALITION OF GR:			175.00	175.00		

Vendor 2610 - MN SOCIETY'S OF:

4/29/21							
65980	MN SOCIETY'S OF CPA'S	05/01/2021	06/09/2021	138.00	138.00	Open	N
	WEBINAR - CORPORATE ETHICS/EXPERT WIT	pziemer					06/09/2021
	101-1400-43330	PROFESSIONAL DEVELOPMENT		138.00			
	Total for vendor 2610 - MN SOCIETY'S OF:			138.00	138.00		

Total PCard: 2257 U.S. BANK Card Holder: ADMIN				313.00	313.00		
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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: COM DEV

Vendor 3698 - AMAZON:

5/6/21							
65983	AMAZON	05/06/2021	06/09/2021	36.88	36.88	Open	N
	WINDOW CLING FOR CUBICLES	pziemer					06/09/2021
	101-1940-42200	OFFICE SUPPLIES		36.88			
		Total for vendor 3698 - AMAZON:		36.88	36.88		

Total PCard: 2257 U.S. BANK Card Holder: COM DEV

36.88 36.88

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						

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

Vendor 0267 - MN POLLUTION CO:

5/11/21

65982	MN POLLUTION CONTROL AGENCY	05/11/2021	06/09/2021	409.96	409.96	Open	N
	IMP 20:05 & IMP 20:06 PROF SVCS	pziemer					06/09/2021
	401-9030-43300-20:05	PROFESSIONAL SERVICES		204.98			
	401-9030-43300-20:06	PROFESSIONAL SERVICES		204.98			
	Total for vendor 0267 - MN POLLUTION CO:			409.96	409.96		

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

409.96	409.96
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date

GL Distribution

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

Vendor 3835 - ARMORED EXPRESS:

4/29/2021

65999

ARMORED REPUBLIC

05/01/2021

06/09/2021

58.32

58.32

Open

N

FD TOURNIQUET POUCH QTY 4

pziemer

06/09/2021

225-2220-42210

OPERATING SUPPLIES

58.32

Total for vendor 3835 - ARMORED EXPRESS:

58.32

58.32

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

58.32

58.32

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

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

Vendor 3698 - AMAZON:

5/3/21

65981

AMAZON

05/03/2021

06/09/2021

214.13

214.13

Open

N

AMAZON WEB SERVICES 4/1-4/30/21

pziemer

06/09/2021

101-1800-43309

COMPUTER SUPPORT

214.13

Total for vendor 3698 - AMAZON:

214.13

214.13

Vendor 3858 - ZOOM VIDEO COMMUNICATIONS:

5/18/21

65979

ZOOM VIDEO COMMUNICATIONS

05/18/2021

06/09/2021

59.96

59.96

Open

N

ZOOM 5/18-6/17/21

pziemer

06/09/2021

101-1800-43309

COMPUTER SUPPORT

14.99

225-2120-43309

COMPUTER TECHNICAL SUPPORT

29.98

230-5200-43309

COMPUTER TECHNICAL SUPPORT

14.99

Total for vendor 3858 - ZOOM VIDEO COMMUNICATIONS:

59.96

59.96

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

274.09

274.09

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
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PCard: 2257 U.S. BANK Card Holder: LIBRARY

Vendor 3698 - AMAZON:

4/23/21 66075	AMAZON PAPER SHREDDER/PROJECTOR CABLE 211-5500-42200	05/01/2021 pziemer	06/09/2021	193.88	193.88	Open	N 06/09/2021
	OFFICE SUPPLIES			193.88			
5/24/21 66078	AMAZON FACIAL TISSUE 211-5500-42220	05/24/2021 pziemer	06/09/2021	27.65	27.65	Open	N 06/09/2021
	REPAIR & MAINT			27.65			
5/20/21 - 3 66081	AMAZON BOOK TAPE 211-5500-42240	05/20/2021 pziemer	06/09/2021	18.56	18.56	Open	N 06/09/2021
	LIBRARY MATERIALS			18.56			
	Total for vendor 3698 - AMAZON:			240.09	240.09		

Vendor 3918 - IREADS:

4/29/21 66079	IREADS SUMMER READING PROGRAM SUPPLIES 211-5503-43430	05/01/2021 pziemer	06/09/2021	494.14	494.14	Open	N 06/09/2021
	MISC - USE OF HOLDEN TRUST			494.14			
	Total for vendor 3918 - IREADS:			494.14	494.14		

Vendor MISC - MAILCHIMP:

5/4/21 66080	MAILCHIMP MONTHLY SUBSCRIPTIONS 211-5503-43430	05/04/2021 pziemer	06/09/2021	30.99	30.99	Open	N 06/09/2021
	MISC - USE OF HOLDEN TRUST			30.99			
	Total for vendor MISC - MAILCHIMP:			30.99	30.99		

Vendor 3697 - USPS:

4/28/21 - 2 66076	USPS LIBRARY POSTAGE 211-5500-43322	05/01/2021 pziemer	06/09/2021	11.00	11.00	Open	N 06/09/2021
	POSTAGE			11.00			
	Total for vendor 3697 - USPS:			11.00	11.00		

Vendor MISC - WORDPRESS:

5/19/21 66077	WORDPRESS ANNUAL SUBSCRIPTION THRU 6/18/22	05/19/2021 pziemer	06/09/2021	96.00	96.00	Open	N 06/09/2021
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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
PCard: 2257 U.S. BANK Card Holder: LIBRARY							
	211-5503-43430	MISC - USE OF HOLDEN TRUST		96.00			
		Total for vendor MISC - WORDPRESS:		96.00	96.00		
Total PCard: 2257 U.S. BANK Card Holder: LIBRARY				872.22	872.22		

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
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PCard: 2257 U.S. BANK Card Holder: PARKS

Vendor 3698 - AMAZON:

5/10/21 66049	AMAZON CAMPGROUND PAYMENT DROP BOX 230-5280-42220	05/10/2021 pziemer	06/09/2021	129.99	129.99	Open	N 06/09/2021
	REPAIR & MAINT			129.99			
5/17/21 66050	AMAZON HERBICIDE PARKS 230-5200-42220	05/18/2021 pziemer	06/09/2021	233.14	233.14	Open	N 06/09/2021
	REPAIR & MAINT			233.14			
5/6/21 - 2 66051	AMAZON WATER BOTTLE FILLING STATION 230-5200-42220	05/06/2021 pziemer	06/09/2021	1,749.00	1,749.00	Open	N 06/09/2021
	REPAIR & MAINT			1,749.00			
5/20/21 - 2 66052	AMAZON BACKSTOPS FOR TBALL - JAYCEES PARK 230-5200-43430	05/20/2021 pziemer	06/09/2021	539.97	539.97	Open	N 06/09/2021
	MISCELLANEOUS			539.97			
	Total for vendor 3698 - AMAZON:			2,652.10	2,652.10		

Vendor 3711 - COSTCO:

5/10/21 66042	COSTCO CONCESSIONS 230-5204-42210	05/10/2021 pziemer	06/09/2021	46.25	46.25	Open	N 06/09/2021
	OPERATING SUPPLIES			46.25			
5/19/21 66045	COSTCO PARKS SUPPLIES/BATTERIES/CONCESSIONS 230-5215-42210	05/19/2021 pziemer	06/09/2021	138.88	138.88	Open	N 06/09/2021
	OPERATING SUPPLIES			13.99			
	230-5204-42210			124.89			
5/20/21 66046	COSTCO EVENT/CONCESSIONS SUPPLIES - FISHING 230-5211-42210	05/20/2021 pziemer	06/09/2021	74.40	74.40	Open	N 06/09/2021
	OPERATING SUPPLIES			41.97			
	230-5204-42210			32.43			
	Total for vendor 3711 - COSTCO:			259.53	259.53		

Vendor 3917 - COUNTRY HEARTH :

5/17/21 66043	COUNTRY HEARTH BREAD - CONCESSIONS	05/17/2021 pziemer	06/09/2021	13.71	13.71	Open	N 06/09/2021
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DB: Brainerd

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

230-5204-42210	OPERATING SUPPLIES			13.71			
Total for vendor 3917 - COUNTRY HEARTH :				13.71	13.71		

Vendor 1156 - CWC SHERIFF:

5/4/21 66047	CWC SHERIFF	05/04/2021	06/09/2021	10.00	10.00	Open	N 06/09/2021
	2021 ALARM REGISTRATION LUM PARK	pziemer					
	230-5200-43433	DUES & SUBSCRIPTIONS		10.00			
Total for vendor 1156 - CWC SHERIFF:				10.00	10.00		

Vendor 3700 - DOLLAR TREE:

5/19/21 66044	DOLLAR TREE	05/19/2021	06/09/2021	5.00	5.00	Open	N 06/09/2021
	CONCESSIONS - SPRAY BOTTLE/DISHCLOTH	pziemer					
	230-5204-42210	OPERATING SUPPLIES		5.00			
Total for vendor 3700 - DOLLAR TREE:				5.00	5.00		

Vendor 3897 - SEARS:

5/14/21 66048	SEARS	05/14/2021	06/09/2021	1,479.86	1,479.86	Open	N 06/09/2021
	MMP REFRIGERATOR/FREEZER REPLACEMENT	pziemer					
	400-9050-45530	CAPITAL - OTHER		1,479.86			
Total for vendor 3897 - SEARS:				1,479.86	1,479.86		

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

4,420.20	4,420.20
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PCard: 2257 U.S. BANK Card Holder: POLICE

Vendor 3698 - AMAZON:

5/11/21 65962	AMAZON REFERENCE MANUALS 225-2120-43330	05/11/2021 pziemer	06/09/2021	93.60	93.60	Open	N 06/09/2021
	PROFESSIONAL DEVELOPMENT			93.60			
5/14/21 65966	AMAZON SURGE PROTECTOR & INBASKET 225-2120-42200	05/14/2021 pziemer	06/09/2021	29.38	29.38	Open	N 06/09/2021
	OFFICE SUPPLIES			29.38			
	Total for vendor 3698 - AMAZON:			122.98	122.98		

Vendor 2948 - BILL'S GUN SHOP:

5/3/21 65977	BILL'S GUN SHOP & RANGE GUN OIL 225-2120-42210	05/03/2021 pziemer	06/09/2021	41.85	41.85	Open	N 06/09/2021
	OPERATING SUPPLIES			41.85			
	Total for vendor 2948 - BILL'S GUN SHOP:			41.85	41.85		

Vendor 0081 - BRAINERD MEDICI:

4/27/21 65951	BRAINERD MEDICAL SUPPLY FIRST AID AND SAFETY SUPPLIES 225-2120-42209	05/01/2021 pziemer	06/09/2021	28.54	28.54	Open	N 06/09/2021
	SAFETY EQUIPMENT SUPPLIES			28.54			
	Total for vendor 0081 - BRAINERD MEDICI:			28.54	28.54		

Vendor 3702 - CHEWY.COM:

5/21/21 65968	CHEWY.COM K9 SUPPLIES - DOG FOOD 225-2128-43430	05/21/2021 pziemer	06/09/2021	51.28	51.28	Open	N 06/09/2021
	MISC - K9 PROGRAM			51.28			
	Total for vendor 3702 - CHEWY.COM:			51.28	51.28		

Vendor MISC - EVENTBRITE:

5/12/21 65963	EVENTBRITE 727 NDASRO SCHOOL SAFETY CONFERENCE 225-2120-43330	05/12/2021 pziemer	06/09/2021	100.00	100.00	Open	N 06/09/2021
	PROFESSIONAL DEVELOPMENT			100.00			
	Total for vendor MISC - EVENTBRITE:			100.00	100.00		

Vendor MISC - FORENSIC CONSULTATION:

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
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PCard: 2257 U.S. BANK Card Holder: POLICE

5/3/21 65956	FORENSIC CONSULTATION 728 SEXUAL/VIOLENT OFFENDER TRAINING pziemer 225-2120-43330 PROFESSIONAL DEVELOPMENT	05/03/2021	06/09/2021	200.00	200.00	Open	N 06/09/2021
	Total for vendor MISC - FORENSIC CONSULTATION:			200.00	200.00		

Vendor 0186 - GALLS LLC:

5/20/21 65969	GALLS LLC 721 UNIFORM TOURNIQUET HOLDERS pziemer 225-2120-41113 UNIFORM ALLOWANCE 225-2131-42210 OPERATING SUPPLIES	05/20/2021	06/09/2021	91.61	91.61	Open	N 06/09/2021
	Total for vendor 0186 - GALLS LLC:			91.61	91.61		

Vendor 2989 - HOME DEPOT:

5/21/21 65974	HOME DEPOT KP KENNEL/SUPPLIES pziemer 225-2128-43430 MISC - K9 PROGRAM	05/21/2021	06/09/2021	71.64	71.64	Open	N 06/09/2021
	Total for vendor 2989 - HOME DEPOT:			71.64	71.64		

Vendor 0497 - SIRCHIE FINGER:

5/6/21 65978	SIRCHIE FINGER PRINT LABORATORIES, EVIDENCE SUPPLIES pziemer 225-2120-42210 OPERATING SUPPLIES	05/06/2021	06/09/2021	10.90	10.90	Open	N 06/09/2021
	Total for vendor 0497 - SIRCHIE FINGER:			10.90	10.90		

Vendor 3703 - TRANSUNION RISK:

5/01/21 65958	TRANSUNION RISK INVESTIGATIONS & PARKING TKT COLLECT pziemer 225-2120-42210 OPERATING SUPPLIES	05/01/2021	06/09/2021	75.00	75.00	Open	N 06/09/2021
	Total for vendor 3703 - TRANSUNION RISK:			75.00	75.00		

Vendor 1455 - USPCA REGION 12:

5/20/21 65973	USPCA REGION 12 718 - 2021 MEMBERSHIP pziemer 225-2128-43430 MISC - K9 PROGRAM	05/20/2021	06/09/2021	50.00	50.00	Open	N 06/09/2021
				50.00			

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
PCard: 2257 U.S. BANK Card Holder: POLICE							
5/21/21 65975	USPCA REGION 12 PD1 K9 CERTIFICATION 225-2128-43430	05/21/2021 pziemer	06/09/2021	120.00	120.00	Open	N 06/09/2021
	MISC - K9 PROGRAM			120.00			
	Total for vendor 1455 - USPCA REGION 12:			170.00	170.00		

Vendor 3697 - USPS:

4/27/21 65952	USPS POSTAGE 225-2120-43322	05/01/2021 pziemer	06/09/2021	18.30	18.30	Open	N 06/09/2021
	POSTAGE			18.30			
4/29/21 65953	USPS POSTAGE 225-2120-43322	05/01/2021 pziemer	06/09/2021	4.00	4.00	Open	N 06/09/2021
	POSTAGE			4.00			
4/28/21 65955	USPS POSTAGE 225-2120-43322	05/01/2021 pziemer	06/09/2021	4.00	4.00	Open	N 06/09/2021
	POSTAGE			4.00			
5/3/2021 65957	USPS POSTAGE 225-2120-43322	05/03/2021 pziemer	06/09/2021	14.00	14.00	Open	N 06/09/2021
	POSTAGE			14.00			
5/05/21 65959	USPS POSTAGE 225-2120-43322	05/05/2021 pziemer	06/09/2021	1.20	1.20	Open	N 06/09/2021
	POSTAGE			1.20			
5/6/21 65960	USPS POSTAGE 225-2120-43322	05/06/2021 pziemer	06/09/2021	13.60	13.60	Open	N 06/09/2021
	POSTAGE			13.60			
5/10/21 65961	USPS POSTAGE 225-2120-43322	05/10/2021 pziemer	06/09/2021	1.20	1.20	Open	N 06/09/2021
	POSTAGE			1.20			
5/12/21 65964	USPS POSTAGE 225-2120-43322	05/12/2021 pziemer	06/09/2021	5.50	5.50	Open	N 06/09/2021
	POSTAGE			5.50			

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DB: Brainerd

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
PCard: 2257 U.S. BANK Card Holder: POLICE							
5/13/2021 65965	USPS POSTAGE 225-2120-43322	05/13/2021 pziemer	06/09/2021	7.00	7.00	Open	N 06/09/2021
	POSTAGE			7.00			
5/17/21 65967	USPS POSTAGE 225-2120-43322	05/17/2021 pziemer	06/09/2021	25.30	25.30	Open	N 06/09/2021
	POSTAGE			25.30			
5/20/21 65970	USPS POSTAGE 225-2120-43322	05/20/2021 pziemer	06/09/2021	1.20	1.20	Open	N 06/09/2021
	POSTAGE			1.20			
5/20/21 - 2 65971	USPS POSTAGE 225-2120-43322	05/20/2021 pziemer	06/09/2021	4.00	4.00	Open	N 06/09/2021
	POSTAGE			4.00			
5/20/21 - 3 65972	USPS POSTAGE 225-2120-43322	05/20/2021 pziemer	06/09/2021	8.55	8.55	Open	N 06/09/2021
	POSTAGE			8.55			
	Total for vendor 3697 - USPS:			107.85	107.85		
Total PCard: 2257 U.S. BANK Card Holder: POLICE				1,071.65	1,071.65		

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

Vendor 3697 - USPS:

4/29/21 -2 65954	USPS POSTAGE 225-2120-43322	05/01/2021 pziemer	06/09/2021	8.55	8.55	Open	N 06/09/2021
	POSTAGE			8.55			
	Total for vendor 3697 - USPS:			8.55	8.55		

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

# of Invoices:	253	# Due:	253	Totals:	887,004.23	887,004.23
# of Credit Memos:	3	# Due:	3	Totals:	(344.06)	(344.06)
Net of Invoices and Credit Memos:					886,660.17	886,660.17

* 8 Net Invoices have Credits Totalling:	(495.24)
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--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	542.03
101-0000-20200	ACCOUNTS PAYABLE	46,903.20
101-0000-20800	DUE TO OTHER GOVT UNITS	4,168.99
101-0000-20803	WATERTOWER DONATIONS-CC	250.00
101-0000-20810	STATE TAX PAYABLE	2.06
101-0000-20811	COUNTY SALES TAX	0.15
101-0000-20812	CITY TAX PAYABLE	0.15
101-0000-22801	Refund: MR Unapplied Payments	30.00
101-1400-43300	PROFESSIONAL SERVICES	24.50
101-1400-43321	TELEPHONE	132.58
101-1400-43330	PROFESSIONAL DEVELOPMENT	438.00
101-1400-43430	MISCELLANEOUS	145.12
101-1610-43301	CITY ATTORNEY	6,498.36
101-1700-43321	TELEPHONE	234.79
101-1700-43350	PRINTING/LEGAL PUBLICATION	23.08
101-1800-43309	COMPUTER SUPPORT	1,924.03
101-1800-43321	TELEPHONE	86.07
101-1800-43331	LEASE PAYMENTS	1,379.85
101-1940-42200	OFFICE SUPPLIES	344.08
101-1940-42212	MOTOR FUELS	132.16
101-1940-42220	REPAIR & MAINT	1,455.62
101-1940-43300	PROFESSIONAL SERVICES	1,765.00
101-1940-43380	UTILITIES	378.54
101-1940-43410	RENTAL EXPENSE	85.12
101-2400-43300	PROFESSIONAL SERVICES	8,708.65
101-2400-43321	TELEPHONE	86.07
101-2400-43350	PRINTING/LEGAL PUBLICATION	276.16
101-9200-43300	PROFESSIONAL SERVICES	8,563.00
101-9200-43340	LODGING TAX REMIT/PR	1,574.93
101-9200-43430	MISCELLANEOUS	4,503.94
203-9000-42212	MOTOR FUELS	2,702.04
203-9000-42220	REPAIR & MAINT	717.96

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	203-9000-43321	TELEPHONE		43.03			
	203-9000-43340	ADVERTISING/MARKETING		300.00			
	203-9000-43401	VEHICLE REPAIRS		3,459.16			
	211-5500-42200	OFFICE SUPPLIES		213.88			
	211-5500-42220	REPAIR & MAINT		2,020.24			
	211-5500-42240	LIBRARY MATERIALS		18.56			
	211-5500-43322	POSTAGE		11.00			
	211-5500-43380	UTILITIES		509.51			
	211-5503-43430	MISC - USE OF HOLDEN TRUST		621.13			
	225-0000-20800	DUE TO OTHER GOVT UNITS		1,320.21			
	225-2120-41113	UNIFORM ALLOWANCE		5,100.49			
	225-2120-42200	OFFICE SUPPLIES		593.89			
	225-2120-42209	SAFETY EQUIPMENT SUPPLIES		97.39			
	225-2120-42210	OPERATING SUPPLIES		187.63			
	225-2120-42220	REPAIR & MAINT		20.12			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		414.31			
	225-2120-43300	PROFESSIONAL SERVICES		1,392.41			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		29.98			
	225-2120-43322	POSTAGE		116.40			
	225-2120-43330	PROFESSIONAL DEVELOPMENT		2,203.76			
	225-2120-43331	LEASED PAYMENTS		(282.51)			
	225-2120-43350	PRINTING/LEGAL PUBLICATION		289.50			
	225-2120-43380	UTILITIES		179.66			
	225-2120-43430	MISCELLANEOUS		2.50			
	225-2127-43310	MISDEMEANOR PROSECUTOR		16,131.55			
	225-2128-43430	MISC - K9 PROGRAM		397.67			
	225-2131-42210	OPERATING SUPPLIES		45.81			
	225-2220-41113	UNIFORM ALLOWANCE		514.37			
	225-2220-42200	OFFICE SUPPLIES		54.32			
	225-2220-42210	OPERATING SUPPLIES		133.35			
	225-2220-42220	REPAIR & MAINT		99.09			
	225-2220-42221	R&M BUILDING		550.62			
	225-2220-43300	PROFESSIONAL SERVICES		297.00			
	225-2220-43321	TELEPHONE		285.08			
	225-2220-43331	LEASED PAYMENTS		67.27			
	225-2220-43380	UTILITIES		300.86			
	225-2700-43300	PROFESSIONAL SERVICES		2,298.00			
	227-3230-43428	USED OIL RECYCLING EXPENSE		308.50			
	230-5200-42220	REPAIR & MAINT		7,087.25			
	230-5200-43309	COMPUTER TECHNICAL SUPPORT		14.99			
	230-5200-43321	TELEPHONE		83.32			
	230-5200-43350	PRINTING/LEGAL PUBLICATION		(338.47)			
	230-5200-43380	UTILITIES		99.71			
	230-5200-43430	MISCELLANEOUS		539.97			
	230-5200-43433	DUES & SUBSCRIPTIONS		10.00			
	230-5204-42210	OPERATING SUPPLIES		3,130.03			
	230-5211-42210	OPERATING SUPPLIES		41.97			
	230-5215-42210	OPERATING SUPPLIES		13.99			
	230-5280-42220	REPAIR & MAINT		129.99			
	235-3100-42220	REPAIR & MAINT		17,230.18			
	235-3100-43300	PROFESSIONAL SERVICES		238.00			
	235-3100-43321	TELEPHONE		79.84			
	235-3100-43350	PRINTING/LEGAL PUBLICATION		23.08			
	235-3100-43380	UTILITIES		323.00			
	235-3100-43430	MISCELLANEOUS		161.48			
	235-3170-42210	1ST AVENUE NO U-TURN SIGNS		5,518.55			
	235-3170-42220	REPAIR & MAINT		81.49			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	237-3190-42220	REPAIR & MAINT		2,636.73			
	238-3160-42220	16TH STREET SE DRIVEWAY DRAINAGE		644.28			
	278-6515-42210	OPERATING SUPPLIES		465.48			
	295-6510-43300	PROFESSIONAL SERVICES		163.00			
	400-9050-45530	CAPITAL - OTHER		9,195.53			
	401-1003-43300	PROFESSIONAL SERVICES		243.36			
	401-1003-43430	MISCELLANEOUS		40.49			
	401-1415-43300	PROFESSIONAL SERVICES		105.00			
	401-1609-43300	PROFESSIONAL SERVICES		1,972.11			
	401-1901-43300	PROFESSIONAL SERVICES		30.00			
	401-1901-45530	PYMTS TO CONTRACTORS		435,924.58			
	401-1902-43300	PROFESSIONAL SERVICES		3,903.03			
	401-9030-43300-20:05	PROFESSIONAL SERVICES		204.98			
	401-9030-43300-20:06	PROFESSIONAL SERVICES		204.98			
	401-9030-43300-20:07	PROFESSIONAL SERVICES		1,087.50			
	401-9030-43430	MISCELLANEOUS		25.83			
	401-9030-43430-21:09	MISCELLANEOUS		684.22			
	401-9030-45530-21:07	CAPITAL-PYMTS TO CONTRACTS		94,365.25			
	401-9030-45530-21:08	CAPITAL-PYMTS TO CONTRACTS		69,770.47			
	401-9030-45530-21:09	CAPITAL-PYMTS TO CONTRACTS		70,437.81			
	404-9055-45500	BUILDING CAPITAL		24,165.20			
	405-0000-20200	Park Dedication Fee		1,500.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			90,656.23	90,656.23		
	203 - TRANSIT FUND			7,222.19	7,222.19		
	211 - LIBRARY FUND			3,394.32	3,394.32		
	225 - PUBLIC SAFETY FUND			32,840.73	32,840.73		
	227 - RECYCLING FUND			308.50	308.50		
	230 - PARK & RECREATION FUND			10,812.75	10,812.75		
	235 - STREET & SEWER FUND			23,655.62	23,655.62		
	237 - SANITARY SEWER FUND			2,636.73	2,636.73		
	238 - STORM SEWER FUND			644.28	644.28		
	278 - HEALTHY EMPLOYE INITIATIVE			465.48	465.48		
	295 - EDA FUND			163.00	163.00		
	400 - CAPITAL PROJECTS FUND			9,195.53	9,195.53		
	401 - CONSTRUCTION FUND			678,999.61	678,999.61		
	404 - FIRE DEPARTMENT CAPITAL			24,165.20	24,165.20		
	405 - PARK DEDICATION CAPITAL			1,500.00	1,500.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			54,716.79	54,716.79		
	1003 - 10:03 DWNTWN MAIN CNTRACT			283.85	283.85		
	1400 - ADMINISTRATION			740.20	740.20		
	1415 - 14:15 AIRPORT UTILITY EXT			105.00	105.00		
	1609 - 16:09 BUFFALO HILLS RECON			1,972.11	1,972.11		
	1610 - LEGAL-CIVIL ATTORNEY			6,498.36	6,498.36		
	1700 - ENGINEERING			257.87	257.87		
	1800 - IT/GIS			3,389.95	3,389.95		
	1901 - 19:01 NW 4TH STREET IMPR			435,954.58	435,954.58		
	1902 - 19:02 CLST CONNECTION			3,903.03	3,903.03		
	1940 - CITY HALL			4,160.52	4,160.52		
	2120 - POLICE DEPARTMENT			10,345.53	10,345.53		
	2127 - MISDEMEANOR PROSECUTOR			16,131.55	16,131.55		
	2128 - K-9 PROGRAM			397.67	397.67		
	2131 - TACTICAL TEAM			45.81	45.81		
	2220 - FIRE DEPARTMENT			2,301.96	2,301.96		
	2400 - COMMUNITY DEVL/INSPECTION			9,070.88	9,070.88		
	2700 - ANIMAL CONTROL			2,298.00	2,298.00		
	3100 - S & S MAINTENANCE			18,055.58	18,055.58		
	3160 - STORM SEWER EXPENSE			644.28	644.28		
	3170 - TRAFFIC CONTROL			5,600.04	5,600.04		
	3190 - SANITARY SEWER EXPENSE			2,636.73	2,636.73		
	3230 - RECYCLING EXPENSE			308.50	308.50		
	5200 - PARK MAIN/ADMINISTRATION			7,496.77	7,496.77		
	5204 - CONCESSIONS			3,130.03	3,130.03		

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Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY DEPT/ACTIVITY ---							
	5211 - SPECIAL EVENTS PROGRAM			41.97	41.97		
	5215 - ADULT SOFTBALL			13.99	13.99		
	5280 - CAMPGROUND			129.99	129.99		
	5500 - LIBRARY-BUDGETED			2,773.19	2,773.19		
	5503 - HOLDEN TRUST DONATION USE			621.13	621.13		
	6510 - ECONOMIC DEVELOPMENT AUTH			163.00	163.00		
	6515 - HEALTHY EMPLOYE INITIATIVE			465.48	465.48		
	9000 - TRANSIT FUND			7,222.19	7,222.19		
	9030 - CONSTRUCTION PROJ-MISC			236,781.04	236,781.04		
	9050 - CAPITAL PROJECTS-MISC			9,195.53	9,195.53		
	9055 - FIRE DEPARTMENT CAPITAL			24,165.20	24,165.20		
	9200 - UNALLOCATED			14,641.87	14,641.87		

THE ABOVE LISTED ACCOUNTS PAYABLE DISBURSEMENTS HAVE BEEN REVIEWED AND HEREBY
APPROVED:

GABE JOHNSON

KEVIN STUNEK

TIFFANY STENGLEIN

**Brainerd, MN
May 17, 2021**

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

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

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

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND O'DAY, DULY CARRIED, TO APPROVE THE AGENDA.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND ERICKSON TO APPROVE THE CONSENT CALENDAR.

A. Approval of Bills - Approved

B. Approval of the Minutes of the Regular Meeting held on May 3rd, 2021 - Approved

C. Approval of Licenses - Approved

Contractor Licenses - 3

D. Department Activity Reports - Approved

1. Police Chief

E. Approval of 2021 Temporary Employee Hiring - Approved

Upon roll call, members Erickson, O'Day, Stunek, Johnson, Pritschet, Stenglein, and Bevans voted "aye". No member voted "nay". The Chair declared the motion carried.

Presentations

Destination Downtown Brainerd Council- Babe the Blue Ox

The Chair recognized Brenda Billman-Arndt, Marie Kirsch, and Lisa Jordan, from the Destination Downtown Brainerd Council (DDBC) and Crossing Arts Alliance. Brenda and Lisa gave a presentation on the progress of the Babe the Blue Ox Statue that was donated to the City in 2020 and their intentions for the statue. They explained the process that the DDBC and Crossing Arts Alliance have been taking to decide on what the statue would look like. To do so they had a call for art from local artists, formed a panel to review all the art and make a final decision. The artwork chosen is called "Babe the Waabigwan Ox" which is Ojibwe for flower and depicts Ojibwe art. The Destination Downtown Brainerd Council's next steps are to decide where the statue will be placed. They will work with the City according to City code and with snow removal in mind.

Public Hearing and Presentation Municipal Separate Storm Sewer (MS4) Permit

The Chair recognized City Engineer, Paul Sandy, and Shawn Tracy from HRGreen, who was attending the meeting virtually, to present on the City's 2020 Municipal Separate Storm Sewer (MS4) Permit progress. Shawn spoke to the requirements and expectations of the MS4 Permit. The intent of the permit is to reduce the amount of sediment and pollutants entering lakes and rivers. Afterward, Engineer Sandy spoke to the efforts and staff time that is put into infrastructure keeping our waters within standards.

After Engineer Sandy's presentation, the floor was opened for the public hearing at 8:00 p.m.

Mary Koep, 123 Laurel St, was recognized by the Chair. Ms. Koep asked how is the success measured in this program? What do they ask you to do to measure success?

City Engineer Sandy responded to her question by stating that the Minnesota Pollution Control Agency (MPCA) allocates a waste load for water quality that is standardized by the Environmental Protection Agency (EPA). If the city's water quality is different from that standard it is required to implement more stormwater practices to reduce the pollution. Documentation is required to meet that standard.

Hearing no other comments or questions, the public hearing for the MS4 permit was closed at 8:06 p.m.

Council Committee Reports

Personnel and Finance Committee Report

Discussion of Options for Use of Potential Kitchigami Regional Fund Balance- Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE MOTION PASSED BY THE BRAINERD LIBRARY BOARD AS WELL AS INCLUDE THE LIBRARY FACILITIES PLAN FOR MARY KOEP TO PRESENT TO THE KITCHIGAMI REGIONAL LIBRARY BOARD AS TWO OPTIONS AND INFORM THE KITCHIGAMI REGIONAL LIBRARY BOARD THAT THE CITY WILL WORK WITH THEM IN GETTING A RETURN FOR TAXPAYERS.

Request to Approve Quote to Repair Historic Water Tower Flagpole Ropes- Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE QUOTE WITH DIAMOND TOWER INC. IN THE AMOUNT OF \$4,000 TO REPLACE THE ROPES ON THE FLAGPOLES ATTACHED TO THE HISTORIC WATER TOWER.

Community Service Officer Resignation and Request to Hire- Approved

Committee Chair Johnson indicated the 2021 starting rate of pay for Community Service Officers is typically \$11.67 per hour. The rate will be increased to be more competitive in the current job market.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STENGLEIN, DULY CARRIED, TO ACCEPT WITH REGRET THE RESIGNATION OF COMMUNITY SERVICE OFFICER ANDREW LOUKS' RESIGNATION AND AUTHORIZE FILLING THE VACANCY AT A RATE OF \$12.00 PER HOUR.

Disposal of Retired Police Squad - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE THE SALE OF RETIRED POLICE SQUAD #422 UTILIZING CENTRAL MINNESOTA DEALER AUCTION.

Police Officer Hiring Ratification- Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STENGLEIN, DULY CARRIED, TO AFFIRM HIRING POLICE OFFICER JACOB SCHOLTEN, STARTING AT LELS STEP 1 RATE OF \$28.26 PER HOUR, WITH AN EFFECTIVE DATE OF JUNE 1, 2021

Adopt Resolutions for State Bonding Priorities- Adopted by Resolutions 28:21 and 29:21- Adopted by Resolution 28:21 and Resolution 29:21

Committee Chair Johnson commented that State Bonding Priorities are due to the State by June 15th. Staff recommended two priorities, to be adopted by resolution.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK TO ADOPT A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO FILE AN APPLICATION WITH THE MINNESOTA MANAGEMENT AND BUDGET OFFICE FOR THE PURPOSE OF PURCHASING A WATER TANK AS THE FIRST PRIORITY.

RESOLUTION NO. 28:21

Upon roll call, members Erickson, O'Day, Stunek, Johnson, Pritschet, Stenglein, and Bevans voted "aye". No member voted "nay". The Chair declared the motion carried.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK TO ADOPT A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO FILE AN APPLICATION WITH THE MINNESOTA MANAGEMENT AND BUDGET OFFICE FOR THE PURPOSE OF EXTENDING THE CUYUNA LAKES STATE TRAIL AS THE SECOND PRIORITY.

RESOLUTION NO. 29:21

Upon roll call, members Erickson, O'Day, Stunek, Johnson, Pritschet, Stenglein, and Bevans voted "aye". No member voted "nay". The Chair declared the motion carried.

Safety & Public Works Committee Report

Request to Adopt Resolution Accepting Bids- Improvement 20-05 and 20-06 SE Brainerd and Madison St- Adopted by Resolution No. 30:31- Adopted by Resolution 30:21

Committee Chair O'Day commented that this project came in about \$800,000 less than City Engineer Sandy's estimate.

MOVED AND SECONDED BY ALDERMEN O'DAY AND PRITSCHET TO ADOPT THE RESOLUTION TO ACCEPT THE BIDS FOR IMPROVEMENTS 20-05 AND 20-06- MADISON ST AND SE BRAINERD CONSTRUCTION PROJECT AND AWARDED THE BID TO DECHANTAL EXCAVATING IN THE TOTAL BID AMOUNT OF \$2,501,505 AND AUTHORIZING PROPER SIGNATURES ON THE CONTRACT DOCUMENTS.

RESOLUTION NO. 30:21

Upon roll call, members Erickson, O'Day, Stunek, Johnson, Pritschet, Stenglein, and Bevans voted "aye". No member voted "nay". The Chair declared the motion carried.

Request to Accept Bids- 21-02 and 21-06- 2021 Crack Sealing Projects – Approved

Committee Chair O'Day commented that \$25,000 is set aside each year for crack sealing.

MOVED AND SECONDED BY ALDERMEN O'DAY AND ERICKSON, DULY CARRIED, TO ACCEPT THE BIDS AS PRESENTED AND AWARDED IMPROVEMENTS 21-02 AND 21-06 TO LOT PROS INC. IN THE TOTAL CONTRACT AMOUNT OF \$13,804 AND AUTHORIZING THE PROPER SIGNATURES ON THE CONTRACT DOCUMENTS.

Request to Approve Testing Services with Braun Intertec for Improvement 19-19-NW 3rd and Jackson St- Approved

Alderman Johnson was recognized by the Chair and asked why the testing services are contracted outside of the road project contract.

City Engineer Sandy was recognized by the Chair and explained that when a contractor is hired their job is to go out and perform the work. It is the engineer's job to test the materials the City is using and verify the materials are per specification. The testing service contract is with the City and not the contractor. The contractor is not required to do their own testing on this type of project.

MOVED AND SECONDED BY ALDERMEN O'DAY AND PRITSCHET, DULY CARRIED, TO APPROVE THE PROPOSAL FROM BRAUN INTERTEC FOR TESTING SERVICES ON IMPROVEMENT 19-19 NW 3RD AND JACKSON STREET RECONSTRUCTION PROJECT IN THE TOTAL AMOUNT OF \$5,066.

Request to Approve Event Application- DANGIE 5K War Against Cancer- Approved

MOVED AND SECONDED BY ALDERMEN O'DAY AND ERICKSON, DULY CARRIED, TO APPROVE THE EVENT APPLICATION FOR DANGIE 5K WAR AGAINST CANCER, AUGUST 7TH, 2021, UNDER THE CONDITION THAT THE APPLICANT REMOVE ANY BANNERS/SIGNS IMMEDIATELY AFTER THE EVENT CONCLUSION.

Request to Approve Event/Parking Lot Closure Application- WeARE Fundraiser- Approved

MOVED AND SECONDED BY ALDERMEN O'DAY AND PRITSCHET, DULY CARRIED, TO APPROVE EVENT AND PARKING LOT CLOSURE APPLICATION FOR THE WEARE FUNDRAISER, AUGUST 18TH, 2021, UNDER THE CONDITIONS NOTED IN THE APPLICATION.

Request to Approve Special Event Application- Memorial Day Ceremony - Approved

MOVED AND SECONDED BY ALDERMEN O'DAY AND ERICKSON, DULY CARRIED, TO APPROVE SPECIAL EVENT APPLICATION FOR THE MEMORIAL DAY CEREMONY WITH THE CONDITIONS NOTED ON THE APPLICATION.

Request to Approve Name a Snowplow Final Survey Results- Approved

MOVED AND SECONDED BY ALDERMEN O'DAY AND PRITSCHET, DULY CARRIED, TO APPROVE THE RESULTS OF THE NAME A SNOWPLOW SURVEY AND AUTHORIZE STAFF TO STICKER THE EQUIPMENT APPROPRIATELY.

Engineer Sandy presented the results to the Council.

Unfinished Business

Consideration of National Boxer Rescue's Request for Extension to Operate In-Home Rescue- Motion from May 3rd, 2021, Meeting Stands

Council President Bevans explained that he asked to have this item put on the agenda as unfinished business from the May 3rd, 2021, meeting. The motion at the previous meeting was to deny the request for a refund of the \$250 text amendment fee and further enforce staff to uphold the ordinance from Section 900 effective immediately. The business that the Council is addressing is that the owner requested an extension to October 31st, 2021, to move to their new home outside of the City.

City Attorney Langel was recognized by the Chair. He advised that the owner has been issued an administrative citation since the last meeting. The City is also able to proceed to abatement if it so chooses. There are no criminal implications with this civil matter.

The Council President asked if any members would like to make changes to the motion from May 3rd.

Hearing no other comments, the original motion stands.

Committee Resignations-Accept with Regret

MOVED AND SECONDED BY ALDERMEN JOHNSON AND PRITSCHET, DULY CARRIED, TO ACCEPT WITH REGRET THE RESIGNATION OF ASHLEY STORM FROM THE HOUSING AND REDEVELOPMENT AUTHORITY COMMISSION.

Call for Applicants – Informational:
(Application Information at www.ci.brainerd.mn.us/boards/)

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

Cable TV Advisory Committee – 1 term (Expire 2021) – 2 terms (Expire 2022)

Charter Commission – 1 term (Expire 2022)

Park Board – 1 term (Expire 2024)

Rental Dwelling License Board of Appeals – 3 terms (Expire 2022)

Transportation Advisory Committee (TAC) – 1 term (Expire 2022)

Mayor Recommended: (terms to expire 09/07 of said year)

Economic Development Authority (EDA) – 1 term (Expire 2021) – 1 term (Expire 2026)

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

Police & Fire Civil Service Commission – 1 term (Expire 2023)

Ad Hoc Committees – Applicants Needed

Water Tower Fundraising Committee – Two positions available

Public Forum

The Chair opened the public forum at 8:30 p.m.

Sherry Otterson, 1014 7th Ave NE, was recognized by the Chair virtually. She stated that she has called the Assistant Planner, Community Development Director, the Mayor, and Councilman O'Day to address rental units in Northeast. The units across the street from her is in disrepair and no action has been taken by the City. She was instructed to call City Hall in the morning to talk to Community Development Director Chanski, to get started on resolution.

No other citizens came forward.

The Chair closed the public forum at 8:40 p.m.

Staff Reports

City Administrator Bergman introduced Toni Gage, the new Administrative Assistant. She indicated that the City is still waiting on Franchise Agreements from CTC, as there were a few questions that needed to be answered before they would submit. With the Governor's order on Sunday, City Council, employees, and the public are no longer required to wear masks in city facilities. As stated in the Preparedness Plan, the City will follow orders and guidance from the Governor and the CDC.

City Engineer Sandy gave a construction update on the 4th Street construction with curbs being installed and paving and landscaping to take place next week. The expected opening is still in the first week of June. He indicated the groundbreaking event for the Memorial Park project took place on May 11th, Mayor Badeaux and Kevin Yeager from the Parks Committee both spoke, and several Council Members were in attendance. Finally, the flags on the water tower will hopefully be in place before Memorial Day.

Community Development Director Chanski indicated the EDA will be holding a planning retreat on May 18th at the Fire Department. There will be a public hearing on May 19th at 6:00 pm at the Planning Commission meeting and there will also be a special meeting held on the 26th of May at 7:00 p.m. for the Planning Commission to consider rezoning for Country Manor.

GIS/IT Director Shawn Strong stated that the Cable TV Committee met and came to a consensus on having a PEG channel. This will be on the next meeting agenda.

Mayor's Report

Mayor Badeaux thanked Sherry Otterson for calling into public forum and stated that he has contacted and sent photos the Building Inspectors and he wants to ensure that there is progress. He made a point of principle that businesses as well as rental property owners should be held to a higher standard. He then thanked the Council for the donation for the Brainerd Fourth of July Fireworks. He stated that Brainerd Community Action is committing to having the parade return to the Fourth of July Celebration starting at 6 p.m. with an altered look to the fireworks due to construction as well.

Council Member Reports

Council member Stenglein reported that the Sesquicentennial Banners have been ordered and pre-ordering for purchase has started. The banners will be available from Visit Brainerd and will cost \$75. The funds will be used to install historical markers and monuments throughout Brainerd.

Council member Stunek indicated that the groundbreaking for the Splash Pad went very well.

Council member Johnson confirmed the EDA will meet for their strategic planning retreat on May 18th. He also agreed with the mayor's statements about businesses needing to be held accountable just as the residents are in the city.

Council member Bevans attended the Northside Residents Association meeting via Zoom.

Council member O'Day also thanked Sherry Otterson for calling in to report. He indicated that as a council member, neighborhood tidiness complaints are the most common complaint he hears. He also regaled the council about his trip up the water tower, stating that it was obvious why repairs are necessary.

Council member Pritschet congratulated the Brainerd High School 2021 Graduates and wished them well in their futures. The banners are much welcomed to the City.

Council member Erickson talked about the effective Planning Commission Workshop that took place. The Northland Arboretum Board of Directors will meet May 26th. The Fire Advisory Board met May 17th; the 2020 budget came in under budget with the savings going towards capital fund. The 2021 budget is right on track. Finally, the Battalion Chief Jeff Schellin, was awarded Firefighter of the Year.

MOTION BY COUNCILMEN JOHNSON AND PRITSCHET, DULY CARRIED, TO
ADJOURN TO CLOSED SESSIONS PURSUANT TO MN STATUTE 13D.05 SUBD. 3B AND
MN STATUTE 13D.05 SUBD. 3A

Adjourn To Closed Session Pursuant To MN Statute 13D.05, Subd. 3B To Discuss Pending Litigation And Receive Advice Regarding Strategy Options For The Firefighters Union Local 4725 And Mark Turn V. City of Brainerd- 8:54 p.m.

The Council reconvened at 9:35. No action taken.

Adjourn to Closed Session Pursuant To MN Statute 13D.05, Subd. 3A, To Conduct City Administrator Quarterly Talk- 9:35 p.m.

The Council reconvened at 9:48 p.m.

The Chair adjourned the meeting at 9:48 p.m.

Jennifer Bergman
City Administrator

2021 - 2022 LICENSE RENEWALS

JUNE 7, 2021 COUNCIL MEETING

FILLING STATION LICENSES – 8 Renewals

Mill Ave Holiday
1500 Mill Ave
Brainerd, MN 56401

Southside Express
701 Industrial Park Road SW
Brainerd, MN 56401

Holiday Stationstores, LLC.
424 South 6th Street
Brainerd, MN 56401

Speedway #4076 Northern Tier
1223 South 6th Street
Brainerd, MN 56401

Mid Town Depot
321 Washington Street
Brainerd, MN 56401

Speedway #4880 Eastside
421 NE Washington Street
Brainerd, MN 56401

Casey's General Store #3654
850 Lum Park Rd
Brainerd, MN 56401

Pine Square
3325 Oak Street
Brainerd, MN 56401

OFF SALE BEER – 4 Renewals

Brainerd Cub Foods – S&R Quisberg, Inc.
417 8th Ave NE
Brainerd, MN 56401

Speedway #4076 Northern Tier
1223 South 6th Street
Brainerd, MN 56401

Casey's General Store #3654
850 Lum Park Rd
Brainerd, MN 56401

Holiday Stationstores, LLC.
424 South 6th Street
Brainerd, MN 56401

COCKTAIL ROOM / DISTILLERY – 2 Renewal

BRAINERD DISTILLING COMPANY – COCKTAIL ROOM

25 WASHINGTON ST NE
BRAINERD MN 56401

BRAINERD DISTILLING COMPANY -
DISTILLERY
25 Washington St NE
Brainerd MN 56401

ON SALE LIQUOR LICENSES – 8 Renewals

Pit Stop Bar
723 Laurel Street
Brainerd, MN 56401

Shep's on 6th Inc.
315 S 6th Street
Brainerd, MN 56401

O'Neary's Irish Pub
305 S 7th Street
Brainerd, MN 56401

Yesterday's Gone
219 S 9th Street
Brainerd, MN 56401

9th Street Social Club
212 S 9th Street
Brainerd, MN 56401

The Last Turn Saloon & Eatery
214-216 S 8th Street
Brainerd, MN 56401

Senor Patron Mexican Cuisine
314 S. 7th Street
Brainerd, MN 56401

Sage on Laurel
606 Laurel Street
Brainerd, MN 56401

CLASS 2
RESTAURANT

CLASS 2
RESTAURANT

CLASS 2 RESTAURANT

CLUB ON SALE LICENSES – 2 Renewals

American Legion #255
708 Front Street
Brainerd, MN 56401

VFW Post #1647
309 South 6th Street
Brainerd, MN 56401

OFF SALE LIQUOR LICENSES – 5 Renewals

Silverstrand – Pine Square Liquor
3325 Oak Street
Brainerd, MN 56401

EVAS, Inc – Southside Express
701 Industrial Pk Rd SW
Brainerd, MN 56401

Mill Ave Liquor LLC
1424 Mill Ave NE
Brainerd, MN 56401

Coborn's - Cash Wise Liquor
513 B Street NE
Brainerd, MN 56401

Cornerstone Liquor
817 Washington Street
Brainerd, MN 56401

Contingent Upon Inspection by the Fire Department

ON SALE LIQUOR LICENSES – 6 Renewal

Jack's House
300 Hwy 25 South
Brainerd, MN 56401

CLASS 3 BOWLING/HOTEL

SE'z LLC
707 Laurel Street (Basement)
Brainerd, MN 56401

CC'S BAR
121 WASHINGTON ST
BRAINERD MN 56401

Northern Pacific Hospitality (Notch 8)
1551 Northern Pacific RD
Brainerd MN 56401

The Local 218
723 Mill Ave
Brainerd, MN 56401

CLASS 2 RESTAURANT

612 Station LLC
612 Front Street
Brainerd, MN 56401

CLASS 2 RESTAURANT

CLUB ON SALE LICENSES – 2 Renewal

Brainerd Elks Lodge
215 South 9th Street
Brainerd, MN 56401

Brainerd Eagles #287
124 Front Street
Brainerd, MN 56401

BULK PLANT LICENSE – 1 Renewal

Best Oil Company, LLC
1202 Madison Street
Brainerd, MN 56401

BEER/WINE LICENSE – 2 Renewal

Slice on Oak
625 Oak Street
Brainerd, MN 56401

Big Jay's Pizza Arcade
217 S 7th St
Brainerd MN 56401

OFF SALE LICENSE – 1 Renewal

Northern Pacific Hospitality
1551 Northern Pacific RD
Brainerd MN 56401

Contractor List

06/02/2021

Contractor Name	Address	Local License #	Licensee Type
A-1 ENTERPRISES CONNIE DRAHOSH	43716 CONIFER ST (218) 678 2493	2021-0033	General Commerical
COMFORT SQUAD HEATING AND AIR LLC JASON KLEIN	16314 COUNTY ROAD 102 (218) 537 7917	2021-0060	Mechanical
EQUIX INTEGRITY INC. MICHAEL R. DEBELAK	46 S ROLLING MEADOWS DR (920) 924-3690	2021-0007	Utilities Construction
G4 CONSTRUCTION MANAGEMENT, LLC DAVID L GREISCHAR	12903 PIONEER TRL (952) 955-7775	2021-0006	Residential Building
HOFFMAN PLUMBING INC NICHOLAS R HOFFMAN	12186 COUNTY 100 (320) 424-0558	2021-0037	Plumbing Contractor
NPL CONSTRUCTION COMPANY CHRIS ENGE	8190 215TH ST W (952) 469 2800	2021-0019	Excavator
RAM BUILDINGS INC SPENCER RADTKE	592 INDUSTRIAL DRIVE (320) 485 5574	2021-0002	Building
STAR LITE NEON & SIGN LANCE DAVIS	6920 COUNTY RD 127 (218) 232 4831	2021-0012	Sign Erector
TNT AGGREGATES, LLC JANET HAMMERLUND	40 COUNTY RD 63 (218) 326 4184	2021-0011	General Commerical
TOTAL COMFORT GARY KATZ	8818 7TH AVE N (763) 383-8383	2021-0059	Mechanical
VEIT & COMPANY INC PETER WILLIAMS	14000 VEIT PLACE (763) 428 2242	2021-0034	General Commerical

Totals: 11



Brainerd Fire Department Monthly Report

May 2021

ACTIVITIES AND PUBLIC EDUCATION

We celebrate each day with the efforts of the community to get back to “normal.” We were so excited to be able to host several of the elementary schools with some end of the year activities. This year we had Lowell and Garfield elementary students join us at Station #2. The facility worked out great for the groups and the kids had a great time.

We also brought the fire truck to BHS for the ASD Program students. The students loved seeing the truck and hearing the siren. We presented fire safety to preschool students at New Discoveries Child Care and taught fire extinguisher training to employees at Brighter Horizons.



We are very excited with the completion of the Fire Department well in Long Lake Township. We have been working with the township for about 2 years to develop a reliable and useful water supply for their township. The board has been very innovative and great to work with. The new well is located at Paradise Beach Road and County Road 22. The pump is capable of delivering about 300 GPM to refill our trucks.





Brainerd Fire Department Monthly Report

May 2021

TRAINING AND STAFF DEVELOPMENT

The Fire Department has continued to increase our training and worked on several different skills this month. We had EMS Refresher training, Engine Operations, DNR Tanker Base Tour, and our Annual Fitness Test. All our firefighters did very well on the fitness testing. Firefighters also trained in EMS Operations and Trenching and Shoring through our Target Solutions training program.

INSPECTIONS

Commercial Kitchen Exhaust Cleaning	3
Construction	4
Fire Alarm	15
Fire Pump	1
Hood Suppression	19
Knox Box	3
License Inspection	12
Safety Inspection	2
Special Suppression	2
Sprinkler System	28

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT

Type of NFIRS Incident (National Fire Incident Reporting System)	Coverage Area Total Incidents (Includes City of Brainerd)
Fire	22
Rescue & Emergency Medical Service	5
Hazardous Condition	5
Service Calls	7
Good Intent Call	11
Alarm Activation	10
Severe Weather	0
TOTAL	60

Type of NFIRS Incident (National Fire Incident Reporting System)	City of Brainerd Total Incidents
Fire	4
Rescue & Emergency Medical Service	2
Hazardous Condition	2
Service Calls	4
Good Intent Call	3
Alarm Activation	4
Severe Weather	0
TOTAL	19



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT

May 25, 2021 PARK BOARD MEETING

Recreation Report

Recreation Update

Summer Adult Softball League Update

Mondays – Women's: 10 team League started on May 17

Thursdays – Coed Combined: 15 team League started on May 20

Fridays- Master's (35+): 4 team League started on May 21

Gregory Park Pergola Community Activities

Dojo in the Park is being ran by Team Ascension Martial Arts Saturdays starting May 29, 2p.m. – 4 p.m. (family friendly and free)

Yoga in the Park is being ran by Jessica Monroe Saturdays starting June 5, 9 a.m. – 10 a.m. (all abilities welcome) only \$10

Community Ed & YMCA Update

Game and practice schedules have been put into our reservation software. Concessions for Buffalo Hills will commence June 2nd. Concessions for Bane Park will commence on May 26.

Jaycees Park will be the YMCA program headquarters. Maintenance staff will be working hard to get the grass area ready for program start the week of June 7.

Special Event Update

Kids Fishing Clinic

May 22, 2021 – Free

9:30 a.m. – 2:00 p.m.

Verbal Summary will be given at Park Board Mtg

Concessions

Added Ice Cream treats to Memorial Park and Bane Park offerings.

Arbor Day/Earth Day CLC Observations

As part of the CLC Arbor Day/ Earth Day assignment CLC students were to create a presentation explaining what they found, how we could prevent litter in the parks, and why trash is so detrimental to our parks. To summarize their findings bullet pointed are the highlights:

- Cigarette butts everywhere especially by the Kiwanis playground
- More trash receptacles, or signage notifying there is trash receptacles on the Buffalo Hills Trail
 - Perhaps have signage explaining the impacts of trash on the environment
 - They mentioned having more enforcement with littering
- Dog waste must be picked up it is detrimental to dogs and humans.
 - According to the environmental Protection Agency (EPA) dogs fecal matter is actually considered an environmental pollutant in the same category as herbicides, oil, grease, and toxic chemicals.
- A ton of graffiti/art on an abandoned building located on the grass trail along the Mississippi River in Rotary Park
- There was a large glass dump area that was by where the old brewery was on the Boom Lake Trail.
- Most garbage spotted was in the water
- The Buster Park clean up group recommended tending the flower beds outside of buster park.

Grant – Water Bottle Filler Update

We have received the water bottle filler and we are currently working on installing with a licensed plumber at Gregory Park. A date has not been chosen for "Grand Opening – Re-think our Drink Kickoff"

Maintenance Report

Spring Clean-Up

Public works staff have been working on a list of tasks that was formulated from the Parks surveys completed by the Park Board. The staff will continue to work on the list as time allows and slowly implementing all the needed repairs and deferred maintenance in the parks. We are allocating a lot of the street department time to help this effort, which included the weeding and mulching of college drive and will include re-mulching Gregory Park and the Dog Park. The stump grinder has not been delivered yet, but the intention is to begin grinding/removing stumps and trimming up the parks in the fall now that we have missed the prime time for that type of work.

2022 Capital and Operational Budget

Chair Yeager and City Engineer/Interim Public Works Director Sandy sat down and began brainstorming and putting together the 2022 and long-term parks capital budget. This is planned to be presented to the board at a workshop so that items may be moved, planned, re-considered, etc. before presentation to the council in August.

Park Design Standards

Staff will be looking for some dates and times from the Park Board that work for our 2nd design standard workshop along with a budget workshop sometime in July. Upon consultation with the Park Board Chair, June 8th for a 2nd design standard meeting and July 6th for a budget workshop were the dates that seemed to break up the month well but wanted to get feedback from the entire board.

Maintenance Tasks Completed in the Month Prior

Below is a list of maintenance tasks that were completed in the month of April/May.

- Repaired broken backstop poles.
- Painted over graffiti under bridge.
- Turning on all water.
- Replaced a disc golf fixture.
- Repair on scoreboard.
- Cleaned up around softball fields.
- Replaced Sloan valve on urinal.
- Dragging and lining fields daily.
- Garbage 8 hrs. daily.
- Vehicle repaired recall.
- Assisted with Earth Day.
- Put out swimming dock.
- Replaced broken boards on docks.
- Assisted with Early Bird tourn.
- Replaced bulbs in restrooms.
- Replaced some old parking signs in Lum. 10 or so.
- Planted tree in Gregory. Put up memorial plaque.
- Energized and opened RV dump station.
- Cleaned up host sight and washed trailer.
- Put out pier and boat landing dock.
- Cleaned up beach again.

- Replaced faucet in Lum.
- Restrooms all opened.
- Mowed and raked water tower area.
- Cleaned garbage from South 6th.
- Volleyball courts are ready/groomed and nets up.
- Debris from around tennis courts removed and courts cleaned.
- Worked on JCP fields.
- Edging sidewalks. Ongoing.
- Replaced fridge and freezer MMP.
- Rented lift and hung backstop net at BBF.
- Replaced light bulbs on outfield poles MMP.
- Starting fountain and re-painted.
- Some clean-ups at city hall.
- Prepping security box for campground/ dump station.
- Training Temp employees.
- Cleaning up behind shop.
- Removed cab enclosure from mower.
- Prepping for fish clinic.
- Replaced 12 backflow preventors, campground.

Memorial Park Groundbreaking

The Memorial Park Groundbreaking was held on May 11. 6 City Council members, 4 Park Board members, Splash Pad representatives, City Staff, and members of the public were all in attendance. Speaking at the event were Mayor Badeaux, Chair Yeager, and Emily Rolfson from the Splash Pad Committee.



Memorial Park Construction

Since the groundbreaking, the contractor has been working on installation of the footings for the building and starting the building construction. The splash pad will likely start mid-June. No other site work is planned until the building is near completion.



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Authorize Hiring of 2021 Temporary Employees

☐ INFORMATION ONLY ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Kris Schubert	Department: Human Resources
Presenter (Name & Title): HR Director Kris Schubert	Estimated Time Needed: n/a - consent calendar item
Summary of Issue: Attached is a listing of 2021 temporary/seasonal employees that received a conditional job offer and successfully completed their background checks since the last Council meeting. Please note that I included a temporary BPU employee on this list since the individual qualifies for Sourcewell funding. 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.	
Alternatives, Options, Effects on Others/Comments: I included a notation if the employee is eligible for funding under Sourcewell's Internship Program. If funding arrangements are approved by Sourcewell, Sourcewell will reimburse the City for wages paid up to \$12 per hour and up to 640 hours (approximately 80 working days). The City had budgeted to receive Sourcewell funding for four interns this year. Please note that Sourcewell recently increased its commitment from funding three interns to six interns for the City/BPU for 2021. We have now hired all six interns. We do not know how many interns Sourcewell may fund for 2022.	
Recommended Action/Motion: n/a - consent calendar.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> The wages for these positions are included in the City's 2021 budget or will be assessed. The budgeted wage is included on the attached spreadsheet.	

2021 Interns/Temporary Employee List

			Date of	Hourly	Budgeted	Eligible for
	Name	Job Title	Hire	Rate	Wage	Sourcewell Funding
1	Eric Reckard	GIS/IT Intern	6/7/2021	\$ 15.00	\$15	Yes
2	Riley Backstrom	BPU Electrician Intern	6/7/2021	\$ 22.00	\$15	Yes
Submitted for consideration at the June 7, 2021 Council Meeting						



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: City Administrator May 17, 2021 Performance Review Summary

☐ INFORMATION ONLY ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: HR Director Kris Schubert	Department: Human Resources
Presenter (Name & Title): n/a - Consent	Estimated Time Needed: n/a
Summary of Issue: A closed session to conduct City Administrator Jennifer Bergman's quarterly talk/performance review was held on May 17, 2021. As required by law, a summary of her performance review is attached.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: This item is included on the consent calendar; therefore, no additional action is needed at this time.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

CITY ADMINISTRATOR QUARTERLY TALK PERFORMANCE REVIEW SUMMARY

May 17, 2021

The Brainerd City Council completed City Administrator Jennifer Bergman's quarterly talk/performance review on May 17, 2021. It was noted that Administrator Bergman started on January 6, 2020 and has been on the job for 16 months. Below is a summary of the quarterly talk closed session. Items discussed included:

Things working well:

1. Council Packet Preparation: City Administrator Bergman explained her process for council meeting packet preparation and that it has proven to be very valuable to her.
2. Customer Focus: Several compliments and thanks yous were recently received on how staff has treated people even though the individuals weren't necessarily happy with the outcome. Jennifer strives to make others feel like Staff has listened, explored ways to help them and treated them with respect.
3. Interim Public Works Department: We have successfully implemented an interim public works department and it is going extremely well. It appears that the Park Board has been happy with the direction Interim Public Works Director Sandy is taking and we have really started focusing on the improvement of our parks including exploring some design standards for our parks.
4. Administrator Bergman is generally on time, or most times, early for meetings. She feels people can depend on her to be where needed and will follow up on required items.

Challenging and/or Additional Support items:

1. We are starting to get back to some kind of normal after all the craziness of 2020 with the COVID-19 Pandemic, City Hall fire, retirements in key positions, etc. COVID really put a damper on meetings which in turn lacked opportunities to establish working relationships with others. City Administrator Bergman plans to focus on this in the next quarter especially establishing relationships with Senator Ruud and Representative Heintzeman.
2. Determining if an Interim Public Works Department should be a permanent department will be a focus for the next quarter. Administrator Bergman noted that feedback on next steps will be very important so that any transition can be a successful transition.
3. City Administrator Bergman noted she would like to work on being more prepared. Sometimes she feels like she is just going from meeting to meeting which doesn't allow her to take as much time as needed to be better prepared.

The Council members concurred with the above assessments and commended Administrator Bergman on her performance during her first 16 months. Mayor Badeaux and Council member Gabe Johnson shared compliments they have heard regarding City Administrator Bergman from various groups such as Destination Downtown, League of Women Voters and downtown property owners/managers. It was also noted that we currently do not have any commercial vacancies downtown which is a huge goal and accomplishment for our City.

Dated: 6/7/2021



COMMUNITY MEMBER OF THE MONTH

THE BRAINERD CITY COUNCIL AWARDS

John Forrest

For his dedication to assembling and maintaining
the Brainerd Rotary Riverside Park.

Dave Badeaux
Mayor

David Chanski
Community Development Director



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Community Member of the Month

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): Mayor Badeaux	Estimated Time Needed: 5 minutes
Summary of Issue: Mayor Badeaux would like to recognize John Forrest as Community Member of the Month. John has really been the one who has assembled the land for Rotary Riverside Park and donated it to the City. According to John, Rotary Riverside Park is the 3rd largest municipal park in the state of Minnesota at 195 acres. He has worked diligently to assemble the land, donate it to the City and continues to provide hundreds of volunteer hours on park improvements.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Recognize John Forrest as Community Member of the Month	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

**CITY OF BRAINERD
PERSONNEL AND FINANCE COMMITTEE
AGENDA**

June 7, 2021

6:45 PM

WebEx Teleconference Call-In Information

Call Toll-Free: 844-992-4726

Access Code: 187 870 1673

1. League of MN Cities Insurance Trust (LMCIT) Premium Renewal March 2021-February 2022
2. MN Statewide All-Hazard Incident Management Organization (AHIMT) Cooperative Agreement
3. Sale of Retired Fire Department Equipment
4. Approve Promotion for Deputy Police Chief Position
5. Accept Retirement of Police Records Management Lead Sandra Anderson and Authorize Staff to Back fill the Position
6. Hiring of CSO Andrew Thielke Ratification
7. Approve Promotion of Robert Anderson to Street Maintenance II
8. Approve Franchise Agreement with Consolidated Telephone Company
9. Approve Franchise Agreement with Spectrum Mid-America LLC
10. Discussion of Parking Lot Lease with Burlington Northern
11. Nuisance Payable for Pay Year 2021 at 513 8th Street, Brainerd
12. Update Regarding American Rescue Plan Act



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: League of MN Cities Insurance Trust (LMCIT) Premium Renewal '21-'22

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Kelly Masche & James Sodomka	Estimated Time Needed: 15 Minutes
Summary of Issue: Ms. Kelly Masche and Mr. James Sodomka will be joining the meeting to present the 2021-2022 general liability and auto insurance renewal information. Information is attached for your review.	
Alternatives, Options, Effects on Others/Comments: The Council budgeted \$145,365 for the City and \$20,725 for transit for the 10 months of 2021. The renewal for 10 months is \$157,018 and \$19,773.	
Recommended Action/Motion: Approve the insurance renewal from the LMCIT for March 1, 2021 - February 28, 2022.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u>	



April 30, 2021

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

RE: LMCIT Insurance Renewal

Dear Council Members,

Enclosed is the City of Brainerd's renewal premium summary, along with a comparative premium breakdown for the: City, Brainerd Public Utilities and the Transit Department.

The premium is based on the policy term 3/1/21 to 3/1/22 and the comparison is to an annualized premium, LMC does not charge or return premium for mid-term changes. The liability experience mod is down by 1% and is reflecting an overall premium decrease by 9% due to expenditures, households, employees & police. The auto premium is down 16% and the property premium is up 15% due to limits being increased and construction types being changed from the recent appraisal. The renewal premium summary and breakdown is attached, along with the memo on the rate changes and coverage changes. The bottom line premium remains steady with expiring.

We have received a proposal from LMCIT for excess liability coverage with a limit of \$1,000,000 for an annual premium of \$30,690. Coverage would extend to Federal civil rights laws (employment practices, discrimination, etc.), liability assumed by contractor or the "taking" of property; which makes this a coverage to consider.

The policy has been endorsed to remove the exclusion for the Brainerd Dam and Hydro Electric Facility for failure or bursting and has an annual aggregate limit of \$1,000,000

Please let me know if you have any questions or concerns.

Regards,

Jim Sodomka
O: 218-829-4721
C: 952-693-1905
E: JMSODOMKA@WE-INS.COM

Kelly Masche
O: 218-829-4721
C: 507-213-9000
E: KJMASCHE@WE-INS.COM

CC: Todd Wicklund, BPU



**COMMERCIAL INSURANCE PACKAGE
PREPARED FOR:**

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

Prepared by: Jim Sodomka and Kelly Masche

***WEIZENEGGER
ENGEL INSURANCE***

301 NW 6th Street, Brainerd, MN 56401 888-829-4721

PREMIUM SUMMARY

CITY OF BRAINERD, BRAINERD PUBLIC UTILITIES & BRAINERD & CROW WING PUBLIC TRANSIT

- All Departments Combined -

League of Minnesota Cities Insurance Trust

March 1, 2021 to March 1, 2022

COVERAGE	RENEWAL PREMIUM 2020/2021	RENEWAL PREMIUM 2021/2022
Building & Contents	\$126,042	\$144,874
Equipment - Mobile Property	\$7,556	\$8,821
Municipal Liability	\$128,221	\$116,780
Public Officials E&O	Included	Included
Automobile	\$71,034	\$72,647
Blanket Employee Bond	\$2,238	\$2,219
Equipment Breakdown	\$14,767	\$16,253
Open Meeting Law	Included	Included
TOTAL ANNUAL PREMIUM	\$349,858	\$361,594

SUMMARY OF POLICY CHANGES

2020 LMCIT P&C dividend paid \$25,941

Increased overall property limit by \$11,688,304

Added 10 new autos

Deleted 8 autos

Streets added 2 locations

Exclusion for damages arising out of the failure or bursting of any Class I or Class II dam or any dike, levee or similar structure does not apply to the Brainerd Dam and Hydro electric Facility. Failure or Bursting annual aggregate: \$1,500,000.

PREMIUM SUMMARY - City

- CITY OF BRAINERD -

**League of Minnesota Cities Insurance Trust
March 1, 2021 to March 1, 2022**

COVERAGE	RENEWAL PREMIUM 2020/2021	RENEWAL PREMIUM 2021/2022
Building & Contents	\$21,055	\$56,887
Equipment	\$4,140	\$4,834
Municipal Liability	\$98,595	\$82,832
Public Officials E&O	Included	Included
Automobile	\$38,134	\$39,165
Blanket Employee Bond	\$1,740	\$1,725
Equipment Breakdown	\$2,467	\$2,979
Open Meeting Law	Included	Included
ANNUAL PREMIUM	\$166,131	\$188,422

PREMIUM SUMMARY - BPU

- BRAINERD PUBLIC UTILITIES -

**League of Minnesota Cities Insurance Trust
March 1, 2021 to March 1, 2022**

COVERAGE	RENEWAL PREMIUM 2020/2021	RENEWAL PREMIUM 2021/2022
Building & Contents	\$104,987	\$87,987
Equipment	\$3,416	\$3,987
Municipal Liability	\$27,941	\$32,765
Public Officials E&O	Included	Included
Automobile	\$11,148	\$11,184
Blanket Employee Bond	\$249	\$247
Equipment Breakdown (excl. Hydro)	\$12,300	\$13,274
Open Meeting Law	Included	Included
ANNUAL PREMIUM	\$160,041	\$149,444
<u>Stand-Alone Coverage (non-LMCIT)</u>		
Hydro - Equipment Breakdown		
Substation - Equipment Breakdown		

Exclusion for damages arising out of the failure or bursting of any Class I or Class II dam or any dike, levee or similar structure does not apply to the Brainerd Dam and Hydro electric Facility. Failure or Bursting annual aggregate: \$1,500,000.

PREMIUM SUMMARY - Transit

- BRAINERD & CROW WING PUBLIC TRANSIT -

**League of Minnesota Cities Insurance Trust
March 1, 2021 to March 1, 2022**

COVERAGE	RENEWAL PREMIUM 2020/2021	RENEWAL PREMIUM 2021/2022
Building & Contents	\$0	\$0
Equipment	\$0	\$0
Municipal Liability	\$1,685	\$1,183
Public Officials E&O	Included	Included
Automobile	\$21,752	\$22,298
Blanket Employee Bond	\$249	\$247
Equipment Breakdown	\$0	\$0
Open Meeting Law	Included	Included
ANNUAL PREMIUM	\$23,686	\$23,728

MUNICIPAL PROPERTY
March 1, 2021 to March 1, 2022

PROPERTY:	2020/2021	2021/2022
- Building & Contents Blanket Limit	\$153,250,555	\$164,938,859
- Mobile Equipment - Scheduled	\$0	\$0
- Mobile Equipment < \$250,000	\$2,867,738	\$2,867,738
- Extra Expense / Hydrodam	\$1,000,000	\$1,000,000

**See Attached Property Schedule*

Special Causes of Loss Form

Replacement Cost Coverage

City Hall, City Hall Annex, Laurel & civic Lights/Welcome sign & Historic Water Tower
insured at Reproduction Cost

Municipal Property Deductible: \$5,000

<u>CRIME</u> : Limit per Occurrence	\$250,000	<u>Deductible</u> \$5,000 per occurrence
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<u>BOND</u> : Limit per Occurrence	\$1,000,000	\$1,000 per occurrence
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<u>PETROFUND</u> : Aggregate	\$250,000	N/A
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<u>EQUIPMENT BREAKDOWN</u> :		\$1,000 per accident
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ADDITIONAL PROPERTY COVERAGES

March 1, 2021 to March 1, 2022

1. Loss of Revenue, Extra Expense and Expediting Expense	\$5,000,000 Per Occurrence
2. Demolition & Debris Removal (Direct Damage to Property)	25% of the Estimated Replacement Cost of the Covered Property
(No Direct Damage to Property)	\$50,000 Per Occurrence
3. Leasehold Interest	\$500,000 Per Location
4. Accounts Receivable	\$500,000 Per Location
5. Valuable Papers and Records	\$500,000 Per Location
6. Utility Services	\$100,000 Per Occurrence
7. Green Building Expenses	1% of Contract Cost, but not to exceed \$100,000 Per Location
8. Asbestos Cleanup and Removal	\$250,000 Per Location
9. Pollutant Cleanup and Removal	\$250,000 Per Location
10. Errors	\$500,000 Per Occurrence
11. Rental Reimbursement	\$250,000 Annual Aggregate
12. Arson Reward	\$5,000 Per Fire Loss
13. Extraordinary Expense	\$250,000 Annual Aggregate
14. Data Security Breach Expenses	\$250,000 Annual Aggregate
15. Organic Pathogen Cleanup	\$250,000 Annual Aggregate
Water & Supplemental Flood Coverage	\$500,000 Per Occurrence
	\$500,000 Annual Aggregate

MUNICIPAL LIABILITY
March 1, 2021 to March 1, 2022

COVERAGE WRITTEN ON:

Claims Made Form

LIMITS OF LIABILITY:

Per Occurrence Limit	\$2,000,000	
Products Limit	\$3,000,000	Annual Aggregate
Failure to Supply Claim Limit	\$3,000,000	Annual Aggregate
EMF Claim Limit	\$3,000,000	Annual Aggregate
Limited Contamination Liability	\$2,000,000	Per Sudden Occ.
Outside Organization Claim Limit	\$100,000	Annual Aggregate
Data Security Breach Claim Limit	\$3,000,000	Annual Aggregate
Land Use & Special Risk Litigation	\$1,000,000	Annual Aggregate
Medical & Related Expense Limit	Not Covered	

Municipal Liability Deductible:

\$1,000

MISC. COVERAGE:

Errors & Omissions (incl. Airport)

Defense Cost Reimbursement Expense	\$50,000	Annual Aggregate
		Per City Official
	\$250,000	Annual Aggregate

MUNICIPAL AUTOMOBILE

Automobile Liability	\$2,000,000	Per Occurrence
Basic Economic Loss Benefits	MN Statutory PIP	
Uninsured & Underinsured Motorist	\$200,000	Per Occurrence
Automobile Physical Damage	Actual Cash Value (unless endorsed)	
Hired & Non-Owned Automobile	\$2,000,000	

Automobile Deductible:

\$1,000

ADDITIONAL CONSIDERATIONS

March 1, 2021 to March 1, 2022

	Annual Premium
<i>Excess Liability Quote:</i>	\$30,690
- Coverage limit at \$1,000,000	
The City of Brainerd has elected to not waive the statutory limits, therefore the cities liability is limited by the MN statute to no more than \$500,000 per claimant and \$1.5 million per occurrence for tort liability claims. The trusts excess liability policy would extend coverage for non-tort liability claims that would exceed this amount.	
MN Statue reference:	
https://www.revisor.mn.gov/statutes/cite/466.04	
<i>Primary auto liability for employees</i>	\$ 97
- Rated on 10 employees	
- \$1,000 deductible applies	

PREMIUM SUMMARY

CITY OF BRAINERD, BRAINERD PUBLIC UTILITIES & BRAINERD & CROW WING PUBLIC TRANSIT

League of Minnesota Cities Insurance Trust
March 1, 2021 to March 1, 2022

Dept.	Property	Equipment	Scheduled Equipment	Liability	Auto	Auto HNO	Bond	Equipment Breakdown	Open MTG Law	TOTAL
City	\$7,233.00	\$34.00	-	\$14,592.00	\$2,215.00	\$13.00	\$247.00	\$1,049.00	-	\$25,383.00
Str/Swr	\$4,851.00	\$3,343.00	-	\$14,013.00	\$5,589.00	\$8.00	\$246.00	\$315.00	-	\$28,365.00
Police	\$1,687.00	\$596.00	-	\$49,869.00	\$24,841.00	\$8.00	\$246.00	\$309.00	-	\$77,556.00
Fire	\$2,453.00	\$662.00	-	\$1,278.00	\$4,168.00	\$8.00	\$246.00	\$313.00	-	\$9,128.00
Library	\$5,493.00	-	-	\$90.00	-	\$8.00	\$246.00	\$500.00	-	\$6,337.00
Park	\$35,170.00	\$199.00	-	\$2,401.00	\$2,291.00	\$8.00	\$247.00	\$493.00	-	\$40,809.00
EDA	-	-	-	\$89.00	-	\$8.00	\$247.00	-	-	\$344.00
Airport	-	-	-	\$500.00	-	-	-	-	-	\$500.00
SUBT	\$56,887.00	\$4,834.00	\$0.00	\$82,832.00	\$39,104.00	\$61.00	\$1,725.00	\$2,979.00	\$0.00	\$188,422.00
Transit		-	-	\$1,183.00	\$22,290.00	\$8.00	\$247.00	-	-	\$23,728.00
SUBT	\$0.00	\$0.00	\$0.00	\$1,183.00	\$22,290.00	\$8.00	\$247.00	\$0.00	\$0.00	\$23,728.00
BPU	\$87,987.00	\$3,987.00	-	\$32,765.00	\$11,176.00	\$8.00	\$247.00	\$13,274.00	-	\$149,444.00
SUBT	\$87,987.00	\$3,987.00	\$0.00	\$32,765.00	\$11,176.00	\$8.00	\$247.00	\$13,274.00	\$0.00	\$149,444.00
TOTAL	\$144,874.00	\$8,821.00	\$0.00	\$116,780.00	\$72,570.00	\$77.00	\$2,219.00	\$16,253.00	\$0.00	\$361,594.00



Re: Brainerd Public Utilities

This letter and the attached Municipal Electric Utility Property and Machinery Breakdown Coverage Options risk information memo provides a review of the various coverage options and replacement cost values and limits. Please deliver a copy of this letter to the utility manager.

Review of Electric Utility Locations/Municipal Property Coverage

Location description

Power plant location

The power plant location includes the values on the building, production equipment, substation equipment and the substation that is outside or near the power plant building. The covenant includes an endorsement that lists the property that is covered at the power plant location.

Substation location

The substation location includes the values of the substation that is away from the power plant location.

This utility has the following power plant and substation locations and limits of coverage;

Location	Address	Occupancy	Limit
79	1501 Mill Ave	Power Plant/Dam	\$40,653,285.
80	1501 Mill Ave	Transformer	\$238,036.

Agreed amount endorsement

The utility has determined that they do need an agreed amount endorsement on the following equipment:

Location	Occupancy	Type of Covered Equipment	Limit
79	Power Plant/Dam	(5) Hydro Turbines	\$2,727,234 per Hydro Turbine.

LMCIT will repair and replace the equipment with used or new materials but in no event will LMCIT pay more than \$2,727,234. For any (1) Hydro Turbine. The specific limit does not apply.

As an example, if a fire damaged the building for \$500,000, LMCIT would pay up to \$750,000. The building is subject to the 150% specific property limit. However, if a fire damaged the equipment, LMCIT will not pay more than \$2,727,234., the agreed amount limits stated above. The specific limit does not apply.

Replacement cost coverage

The replacement cost coverage LMCIT provides for electric utilities differs from the coverage provided for other municipal property in an important way; the coverage for utility equipment allows for the use of used parts and materials to repair or replace damaged utility property, if used parts and materials of comparable kind and quality are available.

Replacement cost values

Estimating the replacement cost of electric utility equipment can be difficult. In most cases, we have requested the utilities to complete questionnaires on their equipment and have forwarded the information to various consulting engineers to determine the replacement cost values. Depending on the type of equipment, we may have used an internal replacement cost guideline as established by the consulting engineers. *Please review the replacement cost values on each location. If the utility feels that the values are inadequate, please contact LMCIT.*

Agreed amount values

Please review the equipment that has an agreed amount value and determine if the utility wants to amend the agreed amount values or make any other changes.

Review of Electric Utility Locations/Equipment Breakdown Coverage

LMCIT does not provide any Equipment Breakdown Coverage at the Power Plant/Dam (Location #79) or Transformer (Location #80).



Brainerd City Council Agenda Request

Requested Meeting Date: 6/7/2021

Title of Item: MN Statewide All-Hazard Incident Management Organization Cooperative A

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading *provide copy of published hearing notice
Submitted by: Fire Chief Tim Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Tim Holmes	Estimated Time Needed: 10 minutes
Summary of Issue: The MN Statewide All-Hazard Incident Management Team has been working to update a Cooperative Agreement with participating agencies. The Brainerd Fire Department has had an active member on the All-Hazard Incident Management Team since 2017. The purpose of this Cooperative Agreement is to establish the Minnesota Statewide All-Hazards Incident Management Organization for the purpose of training, equipping, maintaining, and deploying Team Members to incidents inside and outside the State of Minnesota as may be requested by a local agency or other governmental unit. The intent of this Cooperative Agreement is to make equipment, personnel, and other resources available from participants to the requesting agencies and governmental units. The Participants hereto do not intend, and this Cooperative Agreement shall not be construed, to form a joint powers entity pursuant to Minn. Stat. § 471.59. The LMCIT has reviewed the Cooperative Agreement and confirmed that cities providing equipment and employees to the AHIMT under the new agreement will be covered under their LMCIT liability coverage. The Minnesota Counties Insurance Trust has also reviewed the Cooperative Agreement.	
Alternatives, Options, Effects on Others/Comments: 	
Recommended Action/Motion: Adopt the attached resolution and approve the appropriate signatures on the Cooperative Agreement.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

**COOPERATIVE AGREEMENT
MINNESOTA STATEWIDE ALL-HAZARDS INCIDENT MANAGEMENT
ORGANIZATION**

1. PURPOSE

The purpose of this Cooperative Agreement is to establish the Minnesota Statewide All-Hazards Incident Management Organization for the purpose of training, equipping, maintaining, and deploying Team Members to incidents inside and outside the State of Minnesota as may be requested by a local agency or other governmental unit. The intent of this Cooperative Agreement is to make equipment, personnel, and other resources available from Participants to the requesting agencies and governmental units. The Participants hereto do not intend, and this Cooperative Agreement shall not be construed, to form a joint powers entity pursuant to Minn. Stat. § 471.59.

2. DEFINITIONS

The following definitions apply to this Cooperative Agreement:

- 2.1 “Minnesota Statewide All-Hazards Incident Management Organization” or “IMO” – The Participants who will or may provide Team Members who may be available to be rostered or activated to provide Assistance to support incident management activities pursuant to this Agreement.
- 2.2 “All-Hazards Incident Management Team” or “IMT” – A group of Team Members who are rostered for deployment or are deployed to provide Assistance to support incident management activities pursuant to this Agreement.
- 2.3 “Team Member” – A trained and qualified person who is employed by, contracted to, or volunteering with a Participant, who is or may be available to be activated to support incident management activities pursuant to this Agreement.
- 2.4 “Participant(s)” – Any “governmental unit” as that term is defined in Minn. Stat. § 471.59, subd. 1(b) that is a signatory to this Agreement.
- 2.5 “Requesting Entity” – Any public agency or governmental unit, whether located within or outside of the State of Minnesota, that requests incident management support from the IMO.
- 2.6 “Assistance” – Incident management support activities, which may include but are not limited to: public works personnel and equipment; fire and/or emergency medical services personnel and equipment; law enforcement personnel and equipment; utility personnel and equipment; incident organization; command; operations; planning; logistics; and finance/administration.

- 2.7 “Operating Committee” – The group of individuals designated in this Agreement to receive requests for Assistance from a Requesting Entity and organize the deployment of an IMT.

3. **Operating Committee**

- 3.1 Functions. The IMO will be administered by the Operating Committee. The Operating Committee will receive requests for Assistance from a Requesting Entity and facilitate the deployment of an IMT to provide the requested Assistance. The Operating Committee may also organize and facilitate the training of Team Members to provide incident management support.

- 3.2. Composition. All members of the Operating Committee must be employees or representatives of a Participant. The initial Operating Committee will be comprised of the following individuals:

Terry Stoltzman, Anoka County
Chris Breitbach, Allina Health
Lance Ross, North Memorial
Wayne Kewitsch, Anoka County
Jeff Lanenberg, Allina Health
Trevor Hamdorf, City of New Brighton
Marlyn Halverson, Carlton County
Kristi Rollwagen, Metropolitan Airports Commission
Greg Hayes, Mdwakenton Public Safety
Scott Gerber, City of Eden Prairie

- 3.3 Vacancies. A vacancy on the Operating Committee must be filled by the majority vote of the remaining members of the Operating Committee.
- 3.4 Meetings. The Operating Committee will meet as needed, but at least quarterly, to discuss any matters related to the IMO.
- 3.5 Operations Manager. The Operating Committee must designate one of its members as the “Operations Manager,” who will be the contact person for receiving requests for Assistance. The initial Operations Manager will be Terry Stoltzman from Anoka County. The Operating Committee may designate a different Operations Manager at any time by the majority vote of its members.
- 3.6 No Other Power or Authority. The Operating Committee will have no authority to receive or expend funds, to enter into contracts, to hire employees, to purchase or otherwise acquire and hold real or personal property, or to sue another entity or individual.
- 3.7 Procedure. Upon receiving a request for Assistance, the Operations Manager must report the request to the other members of the Operating Committee. The Operating

Committee will then consult with the Participants to assemble an IMT to respond to the request. A Participant is not required to provide Team Members to response to any particular request.

4. Participants; Liability; Insurance; Indemnification

- 4.1 Participants. Any governmental unit (as defined in Minn. Stat. § 471.59, subd. 1(b)) may become a Participant in the IMO by providing a signature page to the Operating Committee that has been duly executed by those person(s) having authority to enter into this Cooperative Agreement on behalf of the unit or entity. The Operating Committee must maintain a current roster of all Participants.
- 4.2 Responsibility for Employees. Any employee, agent, volunteer or contractor of a Participant engaged in providing Assistance under this Cooperative Agreement shall not be considered an employee, agent, volunteer or contractor of any other Participant for any purpose, including worker's compensation and other claims that may or might arise out of the employment context. All claims made against a Participant as a result of any act or omission of an employee, agent, volunteer or contractor of the Participant while the employee is engaged in providing Assistance under this Cooperative Agreement are not the obligation or responsibility of any other Participant.
- 4.3 Indemnification. No Participant is liable for the acts or omissions of another Participant under this Cooperative Agreement, unless the Participant has agreed in writing to be responsible for the acts or omissions of another Participant. Each Participant agrees to defend, indemnify, and hold harmless the other Participants against any and all claims, liability, loss, damage, or expense, including reasonable attorney's fees, resulting from or arising under this Cooperative Agreement and caused by or resulting from negligent acts or omissions of the Participant and/or those of its employees, agents, volunteers, or contractors. To the extent a Participant is a "municipality" covered by Minnesota Statutes Chapter 466, under no circumstances may the Participant be required to pay on behalf of itself and any other Participant any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Participant. To the extent a Participant is a federally recognized sovereign Native American tribe or a department or agency thereof (a "Tribal Participant"), under no circumstances may such Tribal Participant be required to pay on behalf of itself and any other Participant any amounts in excess of the limits on liability established by a tribal ordinance or law limiting the tort liability of such Tribal Participant.
- 4.4 Worker's Compensation. No Participant will be responsible for injuries to or death of any employee, agent, volunteer, or contractor of another Participant who provides Assistance as part of an IMT. Each Participant must maintain workers' compensation insurance or self-insurance coverage, covering its own employees and volunteers while they are providing Assistance pursuant to this Cooperative Agreement and must require contractors and agents to provide workers'

compensation coverage as required by law. Each Participant waives the right to sue any other Participant for any workers' compensation benefits paid to its own employees, agents, volunteers, contractors, or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Participant or its officers, employees, agents, volunteers, or contractors.

- 4.5 EMAC Deployment. Any Team Member engaged as a member of the IMO and deployed as part of a request under the Interstate Emergency Management Assistance Compact ("EMAC") is afforded all the protections and coverage as stated in Minnesota Statutes Sections 192.89–192.91.
- 4.6 Specialized Emergency Response Team Deployment. Any Team Member engaged as a member of the IMO and deployed as part of a specialized emergency response team under Minnesota Statutes Section 12.351 shall be deemed an employee of the state as provided by section 12.351.
- 4.7 No Compensation from IMO. Participants and Team Members are not entitled to compensation from the IMO for providing Assistance under this Cooperative Agreement.

5. Equipment

- 5.1 Ownership. Neither the IMO nor the Operating Committee shall own or control any personal property that may be used by an IMT in providing Assistance under this Cooperative Agreement. Individual Participants may purchase and maintain equipment designated exclusively or non-exclusively for IMT purposes, but such equipment will be owned and deployed solely by that Participant. A Participant owning property designated for IMT purposes is solely responsible for the maintenance, repair, replacement, and insurance of the property.
- 5.2 Damage. Each Participant will be responsible for damages to or loss of its own equipment. Each Participant waives the right to sue any other Participant for any damages to or loss of its equipment even if the damages or losses were caused wholly or partially by the negligence of any other Participant or its officers, employees, agents, volunteers, or contractors.

6. Effective Date; Duration; Withdrawal; Termination

- 6.1 Effective Date. This Cooperative Agreement will become effective upon the approval and signature of any two Participants and will become binding upon the remaining Participants on the dates of the approval of each of them.
- 6.2 Duration. This Cooperative Agreement will remain in full force and effect until it is terminated in the manner provided in section 6.4.

- 6.3 Withdrawal. Any Participant may withdraw from this Cooperative Agreement upon thirty (30) days' written notice to the other Participants and the Operating Committee.
- 6.4 Termination. Notwithstanding the Participants' authority to withdraw, this Cooperative Agreement and the IMO created hereby will continue in force until all remaining Participants mutually agree to terminate or revise this Cooperative Agreement. If only one Participant remains, this Cooperative Agreement will terminate automatically and the IMO will cease to exist.

IN WITNESS WHEREOF, each Participant has executed this Cooperative Agreement on the date indicated.

**Signature Page to
Statewide All-Hazards Incident Management Organization
Cooperative Agreement**

PARTICIPANT: City of Brainerd

Contact Person: Tim Holmes, Fire Chief

Email: tholmes@ci.brainerd.mn.us

Phone Number: 218-828-2312

Executed by:

Printed Name: Dave Badeaux

Title: Mayor

Date: _____

Printed Name: Jennifer Bergman

Title: City Administrator

Date: _____

Please provide executed signature pages to the Operating Committee, attention Terry Stoltzman, at 2100 3rd Avenue, Suite 700, Anoka, MN 55303.

RESOLUTION NO.

**A RESOLUTION APPROVING THE COOPERATIVE AGREEMENT FOR THE
MINNESOTA STATEWIDE ALL-HAZARDS INCIDENT MANAGEMENT
ORGANIZATION**

WHEREAS, the Minnesota Statewide All-Hazards Incident Management Organization is an organization of Minnesota cities, counties, certain nonprofits, and other governmental entities who agree to make available their employees, agents, volunteers, or contractors to be rostered for deployment and activated to respond to incidents inside and outside the State of Minnesota as requested by another local agency or unit of government; and

WHEREAS, the Minnesota Statewide All-Hazards Incident Management Organization Cooperative Agreement governs the organization and outlines the duties and responsibilities of the participants in the organization; and

WHEREAS, The City of Brainerd's participation in the Minnesota Statewide All-Hazards Incident Management Organization will benefit the City of Brainerd and other governmental units and agencies in the State of Minnesota.

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

1. The City of Brainerd's participation in the Minnesota Statewide All-Hazards Incident Management Organization is hereby approved.
2. The Cooperative Agreement for the Minnesota Statewide All-Hazards Incident Management Organization is hereby approved and a signature page shall be executed by the City of Brainerd and delivered to the Operating Committee as provided in the Cooperative Agreement.

Adopted this 7th day of June, 2021

KELLY BEVANS
President of the Council

Approved this 8th day of June, 2021

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: 6/7/2021

Title of Item: Sale of retired fire department equipment

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Fire Chief Tim Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Tim Holmes	Estimated Time Needed: 5 minutes
Summary of Issue: Request is to authorize the sale of retired fire department equipment using our public auction site. With the replacement of our Kawasaki Mule (UTV) and trailer we are requesting to sell the equipment on the public auction site.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Authorize the sale of retired fire department equipment using the public auction site.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u> Money from the sale of the equipment will go back into the Fire Capital to off set the cost of the replacement equipment.	

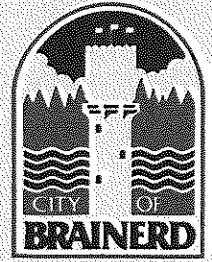


Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Approve Promotion of Deputy Police Chief Position

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Mike Bestul & Kris Schubert	Department: Police
Presenter (Name & Title): Chief Mike Bestul	Estimated Time Needed: 5 Minutes
Summary of Issue: The Police and Fire Civil Service Commission has completed the Deputy Chief testing process. The Commission met on June 2, 2021, to certify the results -- see attachment. I am recommending that Sergeant John Davis be promoted to Deputy Police Chief effective June 8, 2021. Pursuant to the Employee Policy Manual, he should be placed on Step 5 of the Deputy Police Chief Wage Grid, which is \$44.79 per hour.	
Alternatives, Options, Effects on Others/Comments: Sergeant John Davis being promoted will create a Police Sergeant position opening. On June 2, 2021, the Police and Fire Civil Service Commission certified an updated Police Sergeant Eligibility List, on which Officer Joel Reed is ranked #1. I am recommending that Officer Joel Reed be promoted to Sergeant effective June 8, 2021, to backfill Sergeant Davis's position. Pursuant to the EPM, he should be placed on Step 3 of the Sergeant Wage Grid, which is \$36.74 per hour.	
Recommended Action/Motion: Recommend Promotion of Sgt. John Davis to Deputy Police Chief effective June 8, 2021; further, that he be placed on Step 5 of the Deputy Police Chief Wage Grid (\$44.79) pursuant to Resolution No. 38:19 that sets the 2019-2021 wages for the Deputy Police Chief position. Recommend Promotion of Officer Joel Reed to Police Sergeant effective June 8, 2021; further, that he be placed on Step 3 of the Sergeant Wage Grid (\$36.74).	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> The recommended promotions will be within the 2021 Police Department budget.	



www.ci.brainerd.mn.us

June 2, 2021

Mr. Dave Badeaux, Mayor
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Mayor Badeaux:

The Police & Fire Civil Service Commission is pleased to certify to you the first two names on the current Deputy Police Chief Eligibility List. They are as follows:

	<u>Candidate</u>	<u>Score</u>
1.	John Davis	96.75
2.	Joel Reed	80.47

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

Sincerely,

CITY OF BRAINERD

Cathy Gray, Chair
Police & Fire Civil Service Commission

/ef

cc: City Administrator Bergman
Police Chief Bestul



www.ci.brainerd.mn.us

June 2, 2021

Mr. Dave Badeaux, Mayor
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Mayor Badeaux:

The Police & Fire Civil Service Commission is pleased to certify to you the top three names on the current Police Sergeant Eligibility List. They are as follows:

	<u>Candidate</u>	<u>Score</u>
1.	Joel Reed	80.25
2.	Jay Personius	75.37
3.	Ron Myers	74.47

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

Sincerely,

CITY OF BRAINERD

Cathy Gray, Chair
Police & Fire Civil Service Commission

/ef
cc: City Administrator Bergman
Police Chief Bestul



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Accept Retirement of Police Records Management Lead Sandra Anderson

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Mike Bestul & Kris Schubert	Department: Police
Presenter (Name & Title): Chief Mike Bestul	Estimated Time Needed: 3 Minutes
Summary of Issue: Police Records Management Lead Sandra Anderson submitted her letter of intent to retire on May 28th, 2021, requesting her last day working in the office to be July 30, 2021, but to have her final day of employment to be September 25, 2021.	
Alternatives, Options, Effects on Others/Comments: The retirement of Sandra Anderson will leave the Police Records Management Lead position open, which will allow other qualified Records Management Technicians an opportunity to be promoted within this time frame and to utilize Sandra Anderson's experience to assist with training prior to her retirement.	
Recommended Action/Motion: Accept with regret the retirement of Police Records Management Lead Sandra Anderson effective September 25, 2021, and to authorize severance pay pursuant to City Policy; further to authorize staff to backfill the position.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☒ Yes ☐ No This will be within the Police Department's 2021 budget. <u>Please Explain:</u>	



www.ci.brainerd.mn.us

May 28, 2021

Chief Mike Bestul
Brainerd Police Department

Kris Schubert, Human Resources Director
City of Brainerd

It is with mixed emotions that I write this, informing you of my plans to retire from the City of Brainerd Police Department after 19 years. I have thoroughly enjoyed the time spent here, but I believe it is time to start the next chapter.

My plans are to work through the end of July with my last day in the office July 30, 2021. I am requesting that my official retirement date be September 25, 2021, as I hope to be permitted to use my accrued vacation, compensatory time, and floating holidays to remain on the payroll through September 24, 2021.

I am giving this extended written notice in the belief that this will give you time to complete the hiring process for the next staff member of the Police Records Department.

Sincerely,

Sandra Anderson
Records Management Lead



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Community Service Officer Hiring Ratification

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Mike Bestul & Kris Schubert	Department: Police
Presenter (Name & Title): Chief Mike Bestul	Estimated Time Needed: 3 Minutes
Summary of Issue: Community Service Officer (CSO) Andrew Thielke has successfully completed the pre-employment screening process. Andrew Thielke's first day of employment was May 24, 2021.	
Alternatives, Options, Effects on Others/Comments: On May 17, 2021, the City Council agreed to increase the starting pay for our Community Service Officer to \$12 per hour for 2021.	
Recommended Action/Motion: Ratify the hiring Community Service Officer Andrew Thielke effective May 24, 2021 at the rate of \$12.00 per hour.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☒ Yes ☐ No This position is within the department's current budget. <i>Please Explain:</i>	



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Approve Promotion of Robert Anderson to Street Maintenance II

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy & Kris Schubert	Department: Engineering/Human Resources
Presenter (Name & Title): HR Director Kris Schubert	Estimated Time Needed: 3 minutes
Summary of Issue: Included in the 2021 budget was the promotion of a Street Maintenance I employee to a Street Maintenance II employee effective July 1, 2021. On May 3, 2021, the City Council authorized staff to conduct the promotional process for our Street Maintenance II position. Two individuals applied and Staff recommends to promote Robert Anderson to Street Maintenance II effective July 1, 2021.	
Alternatives, Options, Effects on Others/Comments: Pursuant to the Employee Policy Manual, Robert should be placed on Step 5 of the Street Maintenance II wage grid (\$27.53 per hour) for this promotion.	
Recommended Action/Motion: Motion to approve the promotion of Robert Anderson to Street Maintenance II effective July 1, 2021; further, that he be placed on Step 5 of the Street Maintenance II wage grid (\$27.53 per hour).	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u> The promotional process was included in the 2021 budget.	



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Approve Franchise Agreement with Consolidated Telephone Company

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jennifer Bergman	Department: Administration
Presenter (Name & Title): City Administrator Bergman	Estimated Time Needed: 5 Minutes
Summary of Issue: The Franchise Agreement between the City of Brainerd and Consolidated Telephone Company (CTC) expired on February 28th, 2020; however, it stays in place until renewed. We provided a draft Franchise Agreement to CTC and with minor modifications came to a consensus on the Agreement (see attached). Key staff have also reviewed the document.	
Alternatives, Options, Effects on Others/Comments: The agreement has been significantly modified since the original Agreement in 2005. A couple of things to note: 1) This is now a 10-year agreement instead of a 15-year agreement; 2) We eliminated the language regarding the Cable TV Advisory Committee as this is a Council Committee not tied to the Franchise Agreement; and, 3) the franchise fee remained at the same amount as the previous agreement (5% of CTC's gross revenue).	
Recommended Action/Motion: Approve the Franchise Agreement between the City of Brainerd and Consolidated Telephone Company (CTC).	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Brainerd, Minnesota, hereinafter referred to as the “Grantor” and Consolidated Telephone Company, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this Franchise the following terms, phrases, words and their derivations and any capitalized terms used herein shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the Streets within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 hereto.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of Minnesota.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during

its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.12.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the Streets of the Franchise Area, be allowed to offer Cable Service or operate without a Cable System Franchise. The Grantor shall at all times comply with the level playing field obligations at Minnesota Statutes §238.08 and any other applicable State or federal level playing field requirements.

2.5 Minnesota Law. This Franchise complies with the Minnesota franchise standards set forth in Minnesota Statutes §238.084.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute. The term of any renewal shall not exceed fifteen (15) years.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence or willful misconduct of Grantee in the construction or operation of the Cable System or Grantee's exercise of the Franchise and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its Equipment used in connection with the operation of the Cable System or Grantee's exercise of the Franchise, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within thirty (30) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and

the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,500,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,500,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

4.3 **Performance Bond.** Concurrently with execution of this Franchise Agreement, Grantee shall furnish Grantor with a performance bond in the amount of \$10,000 for damages resulting from Grantee's nonperformance. Said bond shall remain in effect until such time as all Grantee's obligations under this Franchise Agreement are satisfied.

SECTION 5 **Service Obligations**

5.1 **No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy.

A. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

B. To the extent required by Minn. Stat. §238.084 Subd. 1(s) Grantee shall comply with the following:

(a) No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(b) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's business use, and also to the Subscriber subject of that information, unless Grantee has received specific written permission from the Subscriber to make such data available. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(c) Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (ii) of this section.

SECTION 6

Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to make Cable Service available to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area"). Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on commercially reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if

the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code and the lawful, generally applicable, competitively neutral construction code provisions of the Grantor.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, which regulations are expressly incorporated herein by reference.

7.5 Special Testing. Grantor may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The Grantor shall arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) Days to correct problems or complaints upon which tests were ordered. The Grantor shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, Grantor wishes to commence special tests and the thirty (30) Days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by Grantor. The parties shall bear their respective costs for the testing, with the Grantor bearing the cost of special testing unless such testing reveals that the source of the technical difficulty is within Grantee's reasonable control, in which case the cost of testing must be borne by the Grantee.

7.6 FCC Reports. The results of tests required to be filed by Grantee with the FCC shall also be copied to Grantor within ten (10) Days of the conduct of the date of the test.

7.6 Protection of Facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's Equipment while performing any work connected with grading, regrading or changing the line of any Streets or public place or the construction or reconstruction of any sewer or water system.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles consistent with the pending Pole Attachment License Agreement between Grantee and the Brainerd Public Utilities Commission.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in the Service Areas where existing telephone and electric services are both underground at the time of Cable System construction. In areas where either telephone or electric utility facilities are installed aerially at the time of Cable System construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In

the event Grantor or any agency thereof directly or indirectly reimburses any Person for the placement of facilities underground or the movement of facilities, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required.

8.4 Restoration of Public Ways. Consistent with the requirements uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area, Grantee shall, at its own expense, restore any damage or disturbance caused to Streets as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.5 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. At least 48 hours before undertaking any tree trimming, Grantee shall provide Grantor with written notice of such proposed trimming.

8.6 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor Streets are responsible for the costs related to the relocation of their facilities.

8.7 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.8 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.9 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”). If the Grantee provides an

EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9

Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. The Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation only to the extent expressly authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

9.5 Service to Public Buildings. Subject to applicable law, Grantee shall provide, without charge, Standard Installation, one outlet and one converter of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

9.6 Subscriber Contracts. The length and terms of any standard form Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with Grantor and shall be available for public inspection. For purposes of this section, the availability of this information on Grantee's website shall constitute compliance. Grantee's rates shall be established in accordance with applicable law.

SECTION 10

Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 Audits. No more than once every three (3) years and upon thirty (30) Days prior written notice, Grantor shall have the right to conduct an independent review/audit of Grantee's records solely for the purpose of assessing Grantee's compliance with the Franchise Fee obligation herein.

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, and Grantee shall not sell or transfer stock so as to create a new controlling interest under Minnesota Statutes §238.083 without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed

given. The Grantor and Grantee shall, at all times, comply with the requirements of Minnesota Statutes §238.083 regarding the sale or transfer of a franchise.

11.2 Grantor's Right to Purchase System. The Grantor shall have a right of first refusal to purchase the Cable System in the event the Grantee receives a bona fide offer to purchase the Cable System from any Person. Bona fide offer as used in this section means a written offer which has been accepted by Grantee, subject to the Grantor's rights under this Franchise. The price to be paid by the Grantor shall be the amount provided for in the bona fide offer, including the same terms and conditions as the bona fide offer. The Grantor shall notify Grantee of its decision to purchase within sixty (60) Days of the Grantor's receipt from Grantee of a copy of the written bona fide offer and such other relevant and pertinent information as the Grantor shall deem appropriate.

11.3 Abandonment or Removal of Franchise Property.

- A. Grantee shall provide three (3) months prior written notice to Grantor of its intent to abandon the Cable System or any portion thereof. Upon abandonment of any Franchise property in place, the Grantee, if required by the Grantor, shall submit to Grantor a bill of sale and/or other an instrument, satisfactory in form and content to the Grantor, transferring to the Grantor the ownership of the Franchise property abandoned.
- B. At the expiration of the term for which this Franchise is granted, or upon its earlier revocation or termination, as provided for herein, in any such case without renewal, extension or transfer, the Grantor shall have the right to require Grantee to remove, at its own expense, all portions of the Cable System from all Streets and public ways within the Grantor within a reasonable period of time, which shall not be less than one hundred eighty (180) Days. In the event said components are not removed as required by this paragraph, Grantor may contract with an independent contractor to remove said components and invoice Grantee for payment of same. Payment shall be made to Grantor within 30 days of receipt of the invoice.
- C. Notwithstanding anything to the contrary set forth in this Franchise, the Grantee may, with the consent of the Grantor, abandon any underground Franchise property in place so long as it does not materially interfere with the use of the Street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable operator.
- D. Nothing herein shall be deemed to require Grantee to remove any portion of the System or Equipment which is used to provide services other than Cable Service.

SECTION 12
Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on

a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality and to the extent allowed under the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall provide to each of its Subscribers who receive some or all of the services offered on the System, reception on at least one specially designated access Channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government ("PEG") access programming. The PEG Channel may be placed on any tier of service available to Subscribers. Whenever such specially designated access Channel is in use during eighty percent (80%) of the weekdays, Monday through Friday, for eighty percent (80%) of the time during a consecutive three-hour period for six weeks running, the Grantee shall upon demand and within a six month period provide an additional channel or channels for public, educational, or governmental access. The Grantor shall administer the Channel and shall establish rules for its use.

SECTION 14

Enforcement or Revocation

14.2 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.3 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance which shall stay the running of the above-described time and the accrual of penalties, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.4 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing before the Council if it intends to continue its investigation into the default or draw on the performance bond. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not it will pursue enforcement remedies provided for in subsection 14.4. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo* which shall stay the Grantor's right to pursue the enforcement remedies provided for in subsection 14.4 until such time as the action has been finally adjudicated by a court of competent jurisdiction. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.5 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.4 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. Draw on the performance bond; or
- D. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.6 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise, attempts to evade the provisions of the Franchise or practicing fraud or deceit upon the Grantor. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the

Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.4 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern. The Grantor Administrator shall be responsible for administering the Franchise, provided; however, the Grantor Council shall have the sole authority to: 1) determine if a disputed violation has occurred; and 2) to conduct any public hearings required by this Franchise regarding such alleged violations and issue any decisions regarding enforcement the Franchise; and 3) enforce penalties and remedies under the Franchise.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a

written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Brainerd
Attn: City Administrator
501 Laurel Street
Brainerd, MN 56401

Grantee: Consolidated Telephone Company
Attn: CEO/GM
1102 Madison Street
Brainerd, MN 56401

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the Streets shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the Streets. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.13 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

CITY OF BRAINERD

Signature:_____

Name/Title:_____

Accepted this ____ day of _____, _20____, subject to applicable federal and State law.

CONSOLIDATED TELEPHONE COMPANY

Signature:_____

Name/Title:_____

EXHIBIT A

City of Brainerd
724 Thiesse Drive
Brainerd, MN 56401

Brainerd Lakes Regional Airport
16384 Airport Road
Brainerd, MN 56401



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Approve Franchise Agreement with Spectrum Mid-America LLC

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jennifer Bergman	Department: Administration
Presenter (Name & Title): City Administrator Bergman	Estimated Time Needed: 5 Minutes
Summary of Issue: The Franchise Agreement between the City of Brainerd and Charter Communications expired on February 28th, 2020; however, it stays in place until renewed. Attorney Langel reviewed the draft Agreement provided to us by Charter and, after several versions, we have a consensus on the Agreement (see attached). Key staff have also reviewed the document.	
Alternatives, Options, Effects on Others/Comments: The agreement has been significantly modified since the original Agreement in 2005. A couple of things to note: 1) This is now a 10-year agreement instead of a 15-year agreement; 2) We eliminated the language regarding the Cable TV Advisory Committee as this is a Council Committee and should not tied to the Franchise Agreement; 3) The franchise fee remained the same as the previous agreement (5% of Charter's gross revenue); and, 4) Charter will no longer be providing basic cable to our City facilities.	
Recommended Action/Motion: Approve the Franchise Agreement between the City of Brainerd and Spectrum Mid-America LLC (locally known at Charter Communications)	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Brainerd, Minnesota, hereinafter referred to as the “Grantor” and Spectrum Mid-America, L.L.C, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this Franchise the following terms, phrases, words and their derivations and any capitalized terms used herein shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the Streets within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 hereto.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of Minnesota.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during

its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.12.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the Streets of the Franchise Area, be allowed to offer Cable Service or operate without a Cable System Franchise. The Grantor shall at all times comply with the level playing field obligations at Minnesota Statutes §238.08 and any other applicable State or federal level playing field requirements.

2.5 Minnesota Law. This Franchise complies with the Minnesota franchise standards set forth in Minnesota Statutes §238.084.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute. The term of any renewal shall not exceed fifteen (15) years.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence or willful misconduct of Grantee in the construction or operation of the Cable System or Grantee's exercise of the Franchise and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its Equipment used in connection with the operation of the Cable System or Grantee's exercise of the Franchise, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within thirty (30) days of receipt of a claim or action pursuant to this section, or within ten (10) days prior to the deadline for responding to the claim or action, whichever is

sooner. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,500,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,500,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

4.3 **Performance Bond.** Concurrently with execution of this Franchise Agreement, Grantee shall furnish Grantor with a performance bond in the amount of \$10,000 for damages resulting from Grantee's nonperformance. Said bond shall remain in effect until such time as all Grantee's obligations under this Franchise Agreement are satisfied.

SECTION 5 **Service Obligations**

5.1 **No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy.

A. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

B. To the extent required by Minn. Stat. §238.084 Subd. 1(s) Grantee shall comply with the following:

(a) No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(b) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's business use, and also to the Subscriber subject of that information, unless Grantee has received specific written permission from the Subscriber to make such data available. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(c) Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (ii) of this section.

SECTION 6

Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to make Cable Service available to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area"). Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on commercially reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code and the lawful, generally applicable, competitively neutral construction code provisions of the Grantor.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, which regulations are expressly incorporated herein by reference.

7.5 Special Testing. Grantor may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The Grantor shall arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) Days to correct problems or complaints upon which tests were ordered. The Grantor shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, Grantor wishes to commence special tests and the thirty (30) Days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by Grantor. The parties shall bear their respective costs for the testing, with the Grantor bearing the cost of special testing unless such testing reveal that the source of the technical difficulty is within the Grantee's reasonable control, in which case the cost of the testing must be borne by the Grantee.

7.6 FCC Reports. The results of tests required to be filed by Grantee with the FCC shall also be copied to Grantor within ten (10) Days of the conduct of the date of the test.

7.7 Protection of Facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's Equipment while performing any work connected with grading, regrading or changing the line of any Streets or public place or the construction or reconstruction of any sewer or water system.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. Grantee shall have the right to utilize existing poles consistent with the Pole Attachment License Agreement between Grantee and the Brainerd Public Utilities Commission dated June 14, 2006 or other such applicable agreement.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in the Service Areas where existing telephone and electric services are both underground at the time of Cable System construction. In areas where either telephone or electric utility facilities are installed aerially at the time of Cable System construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any Person for the placement of facilities underground or the movement of facilities, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required.

8.4 Restoration of Public Ways. Consistent with the requirements uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area, Grantee shall, at its own expense, restore any damage or disturbance caused to Streets as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.5 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. At least 48 hours before undertaking any tree trimming, Grantee shall provide Grantor with written notice of such proposed trimming; provided, however, that such advance notice shall not be required in the event of an emergency that threatens the safety or integrity of the public and/or Grantee's facilities or as necessary to address a service outage to Subscribers.

8.6 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor Streets are responsible for the costs related to the relocation of their facilities.

8.7 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.8 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.9 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. The Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation only to the extent expressly authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

9.6 Subscriber Contracts. The length and terms of any standard form Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with Grantor and shall be available for public inspection. For purposes of this section, the availability of this information on Grantee's website shall constitute compliance. Grantee's rates shall be established in accordance with applicable law.

SECTION 10

Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on an annual basis, within forty-five (45) days of the close of each calendar year and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 Audits. No more than once every three (3) years and upon thirty (30) Days prior written notice, Grantor shall have the right to conduct an independent review/audit of Grantee's records solely for the purpose of assessing Grantee's compliance with the Franchise Fee obligation herein.

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, and Grantee shall not sell or transfer stock so as to create a new controlling interest under Minnesota Statutes §238.083 without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed

given. The Grantor and Grantee shall, at all times, comply with the requirements of Minnesota Statutes §238.083 regarding the sale or transfer of a franchise.

11.2 Grantor's Right to Purchase System. The Grantor shall have a right of first refusal to purchase the Cable System in the event the Grantee receives a bona fide offer to purchase the Cable System from any Person. Bona fide offer as used in this section means a written offer which has been accepted by Grantee, subject to the Grantor's rights under this Franchise. The price to be paid by the Grantor shall be the amount provided for in the bona fide offer, including the same terms and conditions as the bona fide offer. The Grantor shall notify Grantee of its decision to purchase within sixty (60) Days of the Grantor's receipt from Grantee of a copy of the written bona fide offer and such other relevant and pertinent information as the Grantor shall deem appropriate.

11.3 Abandonment or Removal of Franchise Property.

- A. Grantee shall provide three (3) months prior written notice to Grantor of its intent to abandon the Cable System or any portion thereof. Upon abandonment of any Franchise property in place, the Grantee, if required by the Grantor, shall submit to Grantor a bill of sale and/or other an instrument, satisfactory in form and content to the Grantor, transferring to the Grantor the ownership of the Franchise property abandoned.
- B. At the expiration of the term for which this Franchise is granted, or upon its earlier revocation or termination, as provided for herein, in any such case without renewal, extension or transfer, the Grantor shall have the right to require Grantee to remove, at its own expense, all portions of the Cable System from all Streets and public ways within the Grantor within a reasonable period of time, which shall not be less than one hundred eighty (180) Days; provided, however, Grantor may not require removal of any System or equipment which is used to provide services other than Cable Service, as authorized by Applicable Law. In the event said components are not removed as required by this paragraph, Grantor may contract with an independent contractor to remove said components and invoice Grantee for payment of same. Payment shall be made to Grantor within 30 days of receipt of the invoice.
- C. Notwithstanding anything to the contrary set forth in this Franchise, the Grantee may, with the consent of the Grantor, abandon any underground Franchise property in place so long as it does not materially interfere with the use of the Street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable operator.
- D. Nothing herein shall be deemed to require Grantee to remove any portion of the System or Equipment which is used to provide services other than Cable Service.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality and to the extent allowed under the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13

Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall provide to each of its Subscribers who receive some or all of the services offered on the System, reception on at least one specially designated access Channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government ("PEG") access programming. The PEG Channel may be placed on any tier of service available to Subscribers. Whenever such specially designated access Channel is in use during eighty percent (80%) of the weekdays, Monday through Friday, for eighty percent (80%) of the time during a consecutive three-hour period for six weeks running, the Grantee shall upon demand and within a six month period provide an additional channel or channels for public, educational, or governmental access. The Grantor shall administer the Channel and shall establish rules for its use.

SECTION 14

Enforcement or Revocation

14.2 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.3 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of

noncompliance which shall stay the running of the above-described time and the accrual of penalties, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.4 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing before the Council if it intends to continue its investigation into the default or draw on the performance bond. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not it will pursue enforcement remedies provided for in subsection 14.4. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo* which shall stay the Grantor's right to pursue the enforcement remedies provided for in subsection 14.4 until such time as the action has been finally adjudicated by a court of competent jurisdiction. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.5 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.4 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. Draw on the performance bond; or
- D. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.6 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise, attempts to evade the provisions of the Franchise or practicing fraud or deceit upon the Grantor. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged

noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.4 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern. The Grantor Administrator shall be responsible for administering the Franchise, provided; however, the Grantor Council shall have the sole authority to: 1) determine if a disputed violation has occurred; and 2) to conduct any public hearings required by this Franchise regarding such alleged violations and issue any decisions regarding enforcement the Franchise; and 3) enforce penalties and remedies under the Franchise.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Brainerd
Attn: City Administrator
501 Laurel Street
Brainerd, MN 56401

Grantee: Charter Communications
Director, Government Affairs
16900 Cedar Ave S
Rosemount, MN 55068

Copy to: Charter Communications
Attn: Vice President, Local Government
Affairs and Franchising

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the Streets shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the Streets. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.13 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

CITY OF BRAINERD

Signature:_____

Name/Title:_____

Signature:_____

Name/Title:_____

Accepted this ____ day of _____, _20____, subject to applicable federal and State law.

SPECTRUM MID-AMERICA, L.L.C
l/k/a Charter Communications

Signature:_____

Name/Title:_____



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Discussion of Parking Lot Lease with BN

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: Staff was contacted by Burlington Northern (BN) regarding the monthly payments being made for the March 30 2021-March 29, 2022 parking lot lease period. The lease agreement does say that the payment is to be made annually and per BN representative if the City desires to make the payments monthly, we would need to update the lease. The current lease is from 1999 and is attached for your information.	
Alternatives, Options, Effects on Others/Comments: The City has made 2 pro-rated monthly lease payments for the current lease period. At this time, Staff recommends paying the remaining lump sum due on the lease for this annual period as the Parking Commission and Council works through the City's parking needs; and to further look at options for updating the lease agreement for the next renewal period if determined to be continued.	
Recommended Action/Motion: Authorize Staff to pay the remaining balance of \$11,881.34 for the April 2021-March 2022 renewal period before the next Council Meeting.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u> The annual lease payment to BN was budgeted for in the Parking Lot Fund (236) for 2021.	

September 9, 2015

Ms. Cathy Thiebaud, Accountant
Jones Lang LaSalle
4300 Amon Carter Blvd.
Fort Worth, TX 76155



www.ci.brainerd.mn.us

Dear Ms. Thiebaud:

RE: Lease No. 40548071

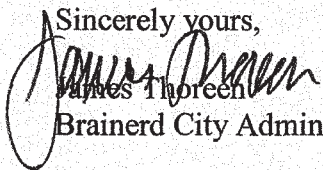
Thank you for sending a copy of the agreement between BNSF and the City of Brainerd. As I may have explained in our phone conversation, I am now in week five of my tenure here. So some things have not received prompt attention.

I seek assistance from BNSF to lower the annual lease amount to a more manageable amount in the face of declining city revenues from a number of state sources, our inability to generate parking fees from our customers sufficient to meet lease payment, and our limited choices to raise property taxes from a city-wide basis. Our finance director informs me that our current optimal rental agreements with customers will yield a revenue stream of \$5,500 annually. Past instances of increasing the rental rate to our users demonstrates that we lose customers. I note that the lease increased from \$1,250 annually prior to 2007 to \$10,000 in 2008, with subsequent increases to the current amount.

In view of our circumstances, I request that the lease agreement be amended. I request that BNSF consider a lease amount of \$5,500 annually with a 3% annual increase for the coming 5 years.

Your flexibility to discuss this proposal will be greatly appreciated. I want our relationship to be win-win. BNSF leases land valuable to our downtown area and we in turn can offer affordable parking to the workers and residents of downtown Brainerd. I remain available for discussion regarding this request.

Sincerely yours,


James Thoreen
Brainerd City Administrator

jthoreen@ci.brainerd.mn.us
218-828-2307
501 Laurel Street
Brainerd, MN 56401

C: City Finance Director; City Attorney

*Council member
Keep
9/9/15 UNK*

City Hall
501 Laurel Street
Brainerd, Minnesota 56401



Mayor
(218) 828-2308
Fax (218) 828-2316

City Administrator
(218) 828-2307
Fax (218) 828-2316
e-mail: admin@ci.brainerd.mn.us

Civil Attorney
220 Laurel Street
P.O. Box 367
(218) 828-2775
Fax (218) 829-9768

Criminal Attorney
P.O. Box 631
(218) 828-2311
Fax (218) 829-4730
e-mail: nfredric@brainerd.net

City Engineer
(218) 828-2309
Fax (218) 828-2316
e-mail: jhulsether@ci.brainerd.mn.us

Chief of Police
Law Enforcement Center
304 Laurel Street
(218) 829-2805
Fax (218) 829-9459

Fire Chief
Fire Station
23 Laurel Street
(218) 828-2312
Fax (218) 828-2331
e-mail: brdfire@brainerd.net

City Planner
(218) 828-2309
Fax (218) 828-2316
e-mail: planning@ci.brainerd.mn.us

Director of Parks & Recreation
1619 Washington Street N.E.
(218) 828-2320
Fax (218) 828-2791
e-mail: parks@brainerdonline.com

Public Utilities
P.O. Box 373
Business
(218) 829-8726 · fax (218) 829-4705
Service
(218) 829-2193 · fax (218) 829-2308
e-mail: email@bpu.org

Equal Opportunity Employer

January 14, 2000

Mr. Roger Schwinghammer
Regional Property Manager
Catellus Management Corporation
4105 Lexington Avenue North, Suite 200
Arden Hills, MN 55126

RE: BNSF Lease No. 548071 (parking lot)

Dear Mr. Schwinghammer:

Enclosed please find the following relative to the above-described lease:

1. Original and duplicate BNSF Lease No. 548071 as executed by the City of Brainerd.
2. A check in the amount of \$5,026.03 to cover the rental for the year ending March 20, 2000, and the \$500 processing fee.
3. A copy of a Certificate of Liability Insurance with Catellus Management Corp. listed as an additional insured. The original will be forwarded to your office by our insurance agent. If this is not sufficient, please contact Ms. Joan Ebert, Weizenegger-Engel Insurance, at 218-829-4721.

Please forward a fully-executed copy of the lease to my office and advise if this deed needs to be recorded. If it does, would you prefer our office to handle the recording?

As always, it is a pleasure working with you and I look forward to our continued working relationship.

Sincerely,

CITY OF BRAINERD

Daniel J. Vogt
City Administrator

/ks

Enclosure

cc: City Engineer Hulsether

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

**INDEFINITE TERM LEASE
LAND**

Lease No. 548071

Re: 223391, 11-1-1976

THIS LEASE made this 30th day of March, 1999, between **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation, hereinafter called "Lessor", and **CITY OF BRAINERD**, whose post office address is 501 Laurel Street, Brainerd, MN 56401, hereinafter called "Lessee",

WITNESSETH:

In consideration of the covenants hereinafter contained to be kept and performed by Lessee, Lessor hereby leases to Lessee upon the terms and conditions hereinafter set forth, the following described Property ("Property") situated in the City of Brainerd, County of Crow Wing, and State of Minnesota:

As shown shaded on attached print marked Exhibit "A", dated March 30, 1999, revised September 13, 1999, revised September 23, 1999, and made a part hereof.

1. This Lease shall commence on March 30, 1999, and may be terminated by either party, at any time, by serving at least thirty (30) days written notice of termination upon the other party, and upon expiration of the time specified in such notice, this Lease and all rights of Lessee shall absolutely cease. Upon any such termination, Lessor shall retain as a charge for use of the Property, a minimum sum equal to three (3) months rental, and any excess unearned portion of the annual rental paid in advance shall be refunded to Lessee.

2. Lessee shall use and occupy said Property for the sole and exclusive purpose of maintaining and operating thereon a parking lot. Lessee shall respond to Lessor's reasonable inquiries regarding the use or condition of the Property, and Lessor may enter the Property at reasonable times to check on same.

3. (a) Lessee shall pay rent of Ten Thousand and no/100 dollars (\$10,000.00) per year, payable annually, in advance, as rental for said Property. Lessor reserves the right to change rental rates as conditions warrant. Billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided herein. Either party hereto may assign any receivables due it under this Lease, provided however, such assignments shall not relieve the assignor of any of its rights or obligations under this Lease.

(b) Commencing on the first annual rental anniversary date and continuing on all succeeding annual anniversaries, the base rental shall be adjusted in accordance with the changes in the Consumer Price Index indicated in the column for Urban Wage Earners and Clerical Workers, U.S. city average (hereinafter called the "Index"), published by the Bureau of Labor Statistics, U.S. Consumer Price Index from the base index number (i.e., the index number current on the date of this Lease, or the index number from the preceding year, whichever is more current) to the current index number.

If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter use in its place comparable statistics on the cost of living for Urban Wage Earners and Clerical Workers, as they shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the Lessor.

(c) The rental shall be subject to further revision annually or at the discretion of Lessor to adjust same to a fair market value basis.

(d) Lessee acknowledges that Lessor utilizes the rental collection system involving direct deposit of monies received through financial institution selected by Lessor, which precludes Lessor's ability to exercise rejection of a rental payment before Lessee's check is cashed. Lessee agrees that as a condition of Lessor granting this Lease, Lessee hereby waives any right it may have under law to force continuation of this Lease due to Lessor having accepted and cashed Lessee's rental remittance. Lessor shall have the option of rejecting Lessee's payment by refunding to Lessee the rental amount paid by Lessee, adjusted as set forth in this Lease, and enforcing the termination provisions of this Lease.

(e) Payment of rental specified herein is subject to a late payment charge of one and one-half percent (1.5%) per month, eighteen percent (18%) per annum, or such lesser amount permitted by law, on balance past due over thirty (30) days. This shall also apply to any balance due under paragraph 9 hereof.

 4. Lessee shall pay to Lessor _____ and No/100 Dollars (\$ _____) as a security deposit for the faithful performance of all the terms and conditions of this Lease. In no event shall Lessor be obligated to apply the security deposit to rents or other charges in arrears or to damages for failure to perform the terms and conditions of this Lease by Lessee. Application of the security deposit sum to the arrears of rental payments or damages shall be at the option of Lessor, and the right to possession of the Property by Lessor for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit shall be returned to Lessee when this Lease is terminated, according to the terms of this Lease, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Lessor by reason of any breach of the terms and conditions of this Lease by Lessee. In no event is any security deposit amount to be returned until Lessee has vacated the Property and delivered possession to Lessor. The security deposit will draw no interest. In the event that Lessor repossesses the Property because of default of Lessee or because of a failure by Lessee to comply with the terms of this Lease, Lessor may apply the security deposit to all damages suffered to the date of repossession and may retain the balance of the security deposit to apply to damages that may accrue or be suffered thereafter by reason of the default or breach of Lessee. Lessor shall not be obligated to hold the security deposit in a separate fund, but may mix the deposit with other funds of Lessor.

5. If access to and from the Property shall be required by use of Lessor's property adjacent to the Property, such use is granted on a non-exclusive basis. Lessor shall have the right to designate the location or route to be used. For the purpose of this Lease, access, whether specifically defined or not, is included under the definition of Property. Lessee understands and agrees that Lessor shall apply all of these terms to any property adjacent to the Property which Lessee may occupy just as though the property had been specifically described herein.

6. LESSOR DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LESSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. This Lease is made subject to all outstanding rights or interests of others. If the Property is subsequently found to be subject to prior claim, this Lease shall terminate immediately on notice to that effect from Lessor. Lessee accepts this Lease subject to that possibility. In case of eviction of Lessee by anyone, other than Lessor, owning or claiming title to or any interest in Property, Lessor shall not be liable to Lessee for damage of any kind or to refund any rental paid hereunder, except to return the proportionate part of any rental paid in advance.

7. Lessor reserves to itself, and others, right of access to its adjoining property and the right to construct, maintain and operate trackage, fences, pipelines, signal and communication facilities, telegraph, telephone, power or other transmission lines, or appurtenances or facilities of like character, upon, over, across or beneath the Property, without payment of any sum for any damage, including damage to growing crops, occasioned thereby. The foregoing rights (except the right of access, which is unconditional), shall not be exercised in a manner that unreasonably interferes with Lessee's use of the Property.

8. It is understood that Lessee has inspected the Property and takes it "AS IS", "WHERE IS", and "WITH ALL FAULTS." Lessor is not obligated by this Lease to make any changes, removals, or repairs of any kind nor to construct any fences. Lessee shall use the Property only in the manner described in Paragraph 2 hereof, and shall not construct or place on the Property any advertising billboards, structures, additions or improvements not described herein, or plant or remove trees and shrubbery, except with express prior written permission of Lessor, and at Lessee's sole risk and cost.

9a) In addition to the rent, Lessee shall pay all taxes, utilities and other charges which may become due or be levied against the Property, against Lessee, against the business conducted on the Property or against improvements placed thereon during the actual term hereof, even though such taxes, license fees or other charges may not become due and payable until after cancellation of this Lease. Lessee agrees that Lessor shall not be required to furnish to Lessee any of the above services. If this is a transfer of an existing lease, Lessee must make arrangements with the present Lessee for payment of any delinquent and current taxes. If such arrangements are not made, Lessee agrees to pay all such taxes. If Lessor should make any such payments, Lessee shall reimburse Lessor for all such sums.

b) Should the Property be subject to special assessment for public improvements in the amount of Five Hundred Dollars (\$500.00) or less, Lessee shall promptly reimburse Lessor the amount in full. Should the assessment exceed Five Hundred Dollars (\$500.00), the rental herein shall be increased by twelve percent (12%) per annum of the total.

c) In case of nonpayment of rental, taxes or other charges, the same shall, until paid, constitute a lien on any buildings or other property owned by Lessee on the Property, foreclosable according to law. Lessee shall not remove said buildings or property until said rental, taxes or other charges are paid, unless directed to do so by Lessor.

10a) Lessee shall not place, or permit to be placed, any material, structure, pole or other permanent or temporary obstruction within 8-1/2 feet laterally of the center line or within 24 feet vertically from the top of the rail of any track or such greater clearances as may be required by Lessor or Federal Railroad Authority requirements. If, by statute or order of public authority, greater clearances shall be required, Lessee shall strictly comply with such statute or order.

b) IF, ON APPLICATION BY LESSEE, EITHER OR BOTH THE LATERAL AND VERTICAL CLEARANCES ARE PERMITTED TO BE REDUCED BY ORDER OF COMPETENT PUBLIC AUTHORITY, LESSEE SHALL STRICTLY COMPLY WITH THE TERMS OF ANY SUCH ORDER, AND INDEMNIFY AND HOLD HARMLESS LESSOR, REGARDLESS OF ANY NEGLIGENCE OF LESSOR, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES, COSTS AND JUDGMENTS ARISING OR GROWING OUT OF LOSS OF OR DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF PERSONS OCCURRING, DIRECTLY OR INDIRECTLY, BY REASON OF SUCH REDUCED CLEARANCE.

c) Lessor's continued operations with knowledge of an unauthorized reduced clearance shall not constitute a waiver of the foregoing covenants of Lessee or of Lessor's right to recover for resulting damages to property or injury to or death of persons.

11. Lessee shall not permit the existence of any nuisance on the Property; shall keep the same in clean and safe condition and free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Lessee's business; shall not handle or store any potentially dangerous, toxic or hazardous materials; and shall not permit the accumulation of junk, debris or other unsightly materials. Lessee shall at its sole expense keep the Property and any improvements in good repair. Further, Lessee shall comply with all federal, state, local, and police requirements, regulations, ordinances and laws respecting the Property and activities thereon. Lessee shall not permit to exist on the Property any treatment, storage or disposal facility, as those terms are defined by the Federal Resources Conservation and Recovery Act.

12a) Lessee shall not create or permit any condition on the Property that could present a threat to human health or to the environment. Lessee shall indemnify and hold harmless Lessor, regardless of any negligence of Lessor, from any suit or claim growing out of any damages alleged to have been caused, in whole or in part, by an unhealthy, hazardous or dangerous condition caused by, contributed to or aggravated by Lessee's presence on and use of the Property or Lessee's violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air, water (surface or groundwater) or noise pollution, and the storage, handling, use or disposal of any such material. Lessee shall give Lessor timely notice of any release, violation of environmental laws or inspection or inquiry by governmental authorities charged with enforcing environmental laws with respect to the Property. Lessee also shall give Lessor timely notice of all measures undertaken by or on behalf of Lessee to investigate, remediate, respond to or otherwise cure such release or violation. In the event that Lessor receives notice from Lessee or otherwise of a release or violation of environmental laws which occurred or is occurring during the term of this Lease, Lessor may require Lessee, at Lessee's sole expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation. Lessee shall bear the expense of all practices or work, preventative or remedial, which may be required because of the condition or use of the Property, by Lessee or those claiming by, through or under Lessee, during Lessee's period of occupancy. Lessee expressly agrees that the indemnification and hold harmless obligations it hereby assumes shall survive cancellation of this Lease. Lessee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Lessor has actual knowledge of any such health or environmental impairment, and Lessee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

DN b) In this connection, Lessee expects to use on the Property the following hazardous materials: None,
and to store on the Property the following hazardous materials: None.

DN Lessee shall respond to Lessor's reasonable inquiries regarding the use or condition of the Property, and Lessor may enter the Property at such reasonable times and upon reasonable notice to Lessee. Use or storage on the Property of any hazardous materials not disclosed in this paragraph is a breach of this Lease.

13a) It is understood by Lessee that the Property is in dangerous proximity to railroad tracks and that persons and property, whether real or personal, on Property will be in danger of injury, death or destruction incident to the operation of the railroad, including, without limitation, the risk of derailment, fire, or inadequate clearance (including sight clearance or vision obstruction problems at grade crossings on or adjacent to the Property), and Lessee accepts this Lease subject to such dangers.

b) Lessee understands, as one of the material considerations of this Lease without which it would not be granted, that Lessee assumes all risk of injury to or death of all persons, and damage to or loss or destruction of buildings, contents, or other property (including animals) brought upon or in proximity to the Property by Lessee, or by any other person with the consent or knowledge of Lessee, **WITHOUT REGARD TO WHETHER SUCH BE THE RESULT OF NEGLIGENCE OR MISCONDUCT OF ANY PERSON IN THE EMPLOY OR SERVICE OF LESSOR OR OF DEFECTIVE TRACKAGE, EQUIPMENT, OR TRACK STRUCTURES. LESSEE HEREBY INDEMNIFIES AND AGREES TO PROTECT LESSOR FROM ALL SUCH INJURY OR DEATH AND LOSS, DAMAGE OR DESTRUCTION TO PROPERTY, INCLUDING CLAIMS AND CAUSES OF ACTION ASSERTED AGAINST LESSOR BY ANY INSURER OF SAID PROPERTY EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, HOWEVER, LESSEE SHALL NOT BE LIABLE FOR INJURY TO OR DEATH OF LESSOR'S EMPLOYEES OR AGENTS, OR ROLLING STOCK BELONGING TO LESSOR OR OTHERS, OR SHIPMENTS OF THIRD PARTIES IN THE COURSE OF TRANSPORTATION, WHEN THIS INJURY, DEATH OR DAMAGE IS PROXIMATELY CAUSED BY LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

c) **LESSEE ALSO AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, REGARDLESS OF ANY NEGLIGENCE OF LESSOR, FROM ANY LOSS, DAMAGE, INJURY OR DEATH ARISING FROM ANY ACT OR OMISSION OF LESSEE, LESSEE'S INVITEES, LICENSEES, EMPLOYEES, OR AGENTS, TO THE PERSON OR PROPERTY OF THE PARTIES HERETO AND THEIR EMPLOYEES, AND TO THE PERSON OR PROPERTY OF ANY OTHER PERSON OR CORPORATION WHILE ON OR NEAR THE PROPERTY.**

d) Whenever any employee, agent or contractor of Lessee makes any claim for personal injury or death against Lessor within the meaning of the Federal Employers' Liability Act, or any applicable safety act, for any incident caused, wholly or in part, by property, equipment, fixtures or condition belonging to or subject to the control of Lessee, or claims or alleges that he or she is an employee of Lessor or is furthering the operational activities of Lessor, Lessee agrees to indemnify and hold harmless Lessor for all losses, damages, costs or expenses related to such claim, regardless of Lessor's negligence.

e) Lessor shall not be liable for lost electronic computer data or damage to computer system caused by electrical power fluctuations and failures.

14. It is agreed that the provisions of Sections 10, 12, and 13 are for the equal protection of other railroad companies, including National Railroad Passenger Corporation (Amtrak), permitted to use Lessor's property.

15. Lessee shall not assign this Lease or any interest therein, or grant a security interest in any buildings or improvements on the Property, or sublet, and no heir, executor, administrator, receiver, master, sheriff, trustee in bankruptcy, or other assignee by operation of law shall assign or sublet, without the express prior written consent of Lessor. All the covenants and provisions of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of Lessee. No assignment by Lessee shall be binding upon Lessor without the written consent of Lessor in each instance.

16. Lessee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Lessee on Property and shall indemnify Lessor against any loss, liability or expense incurred by Lessor on account of such liens. Lessor is hereby authorized to post any notices or take any other action upon or with respect to Property that is or may be permitted by law to prevent the attachment of any such liens to Property; provided, however, that failure of Lessor to take any such action shall not relieve Lessee of any obligation or liability under this Section or any other Section of this Lease. If, because of any act or omission of Lessee, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Lessor or any portion of the Property, Lessee shall, at its own expense, cause the same to be discharged of record within thirty (30) days after written notice from Lessor to Lessee of the filing thereof, and shall indemnify and save harmless Lessor against and from all costs, liabilities, penalties, and claims, including legal expenses, resulting therefrom. Lessee acknowledges that Lessor shall have no responsibility for management of the Property.

17a) Lessee shall, at its expense, procure and maintain throughout the term of this Lease, and thereafter until any Lessee-owned improvements are removed from the Property, a comprehensive general form of insurance covering liability, including, but not limited to, Public Liability, Personal Injury and Property Damage, as well as Contractual Liability in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall contain no exclusion with respect to property of Lessor in the care, custody or control of Lessee. Lessee also shall, at its expense, procure and maintain throughout the term of this Lease, an automobile liability policy with limits of \$1,000,000.00 covering "any auto". LESSOR SHALL BE NAMED AS AN ADDITIONAL INSURED PARTY COVERED BY THE POLICIES.

b) All risk insurance on the property of the Lessee, or in Lessee's care, custody and control, shall contain a waiver of subrogation of claims against Lessor. Lessee shall maintain Workers Compensation insurance which shall contain a waiver of subrogation against Lessor.

c) All insurance shall be placed with insurance companies licensed to do business in the State in which the Property is located, with a current Best's Insurance Guide Rating of A-, Class VII or better. Lessee shall provide, and thereafter maintain in effect, a current Certificate of Insurance evidencing such insurance and said Certificate shall reference this contract number. When any portion of or all of the Property is located within 50 feet of a railroad track, insurance must provide for coverage of incidents occurring within fifty (50) feet of a railroad track, and any provision in the insurance policy to the contrary must be specifically deleted. Each policy shall provide that it shall not be canceled or materially changed unless at least thirty (30) days' prior written notice of cancellation or change shall have been mailed by the insurance company to Lessor at the address designated herein.

d) The furnishing of insurance required by this section shall in no way limit or diminish the liability or responsibility of Lessee as provided under any section of this Lease.

18. Lessor may at its option prior to cancellation of this lease, require Lessee to conduct an environmental audit of said Property, at Lessee's cost and expense, to determine if any environmental damage to said Property has occurred during Lessee's occupancy thereof. The audit shall be conducted to Lessor's satisfaction and a copy of the audit report shall promptly be provided to Lessor for its review. Lessee shall pay all expenses for any remedial action that may be required as a result of said audit to correct any environmental damage, and all necessary work shall be performed by Lessee prior to cancellation of this lease.

19. This Lease does not grant, convey or transfer any right to the use of water under any water right owned or claimed by the Lessor which may be appurtenant to the Property. All right, title, and interest in and to such water is expressly reserved unto Lessor, and the right to use same or any part thereof may be obtained only by the prior written consent of the Lessor. Lessee shall not install or permit to be installed any wells on the Property without the written consent of Lessor.

20. Upon written notice from Lessor, Lessee agrees to assume the defense of any lawsuit, or other proceeding brought against Lessor by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this Lease for which Lessee has an obligation to assume liability for and/or save and hold harmless Lessor. Lessee shall pay all the costs incident to such defense including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments.

21. If default shall be made in any of the covenants or agreements of Lessee contained in this document, or in case of any assignment or transfer of this Lease by operation of law, Lessor may, at its option, terminate this Lease by serving five (5) days' notice in writing upon Lessee; but any waiver by Lessor of any default or defaults shall not constitute a waiver of the right to terminate this Lease for any subsequent default or defaults, nor shall any such waiver in any way affect Lessor's ability to enforce any Section of this Lease. The remedy set forth in this section shall be in addition to, and not in limitation of, any other remedies that Lessor may have at law or in equity.

22. Upon the termination of this Lease in any manner herein provided, Lessee shall relinquish possession of the Property and shall remove any improvements, and restore the Property to substantially the state and environmental condition in which it was prior to Lessee's use. In case Lessee shall fail within thirty (30) days' after the date of such termination to make such removal and restoration, then Lessor may, at its election, (a) either remove the improvements or otherwise restore the Property, and in such event Lessee shall, within thirty (30) days' after receipt of bill therefor, reimburse Lessor for cost incurred, or (b) upon written notice to Lessee may take and hold any improvements and personal property as its sole property; or (c) pursue any remedy at law or in equity. In the event that the restoration of the Property is not completed by the date which Lessee terminates this Lease and relinquishes possession of the Property, Lessee's obligation to pay an amount equal to the rental payments under this Lease shall continue until such restoration is completed. Further, in the event Lessor has consented to improvements remaining on the Property following termination, Lessee shall provide a Bill of Sale covering such improvements to Lessor.

23. If Lessee fails to surrender to Lessor the Property, upon any termination of this Lease, all liabilities and obligations of Lessee hereunder shall continue in effect until the Property is surrendered; and no termination shall release Lessee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination or the date, if later, when any Lessee-owned improvements and personal property are removed and the Property restored or Lessor elects to take and hold any Lessee-owned improvements and personal property as its sole property as referenced in Section 22.

24. In the event that Lessee consists of two or more parties, all the covenants and agreements of Lessee herein contained shall be the joint and several covenants and agreements of such parties.

25. It is understood and agreed that this Lease shall not be placed of public record.

26. All questions concerning the interpretation or application of provisions of this Lease shall be decided according to the laws of the State in which the Property is located.

27. To the maximum extent possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Lease.

28. The waiver by Lessor of the breach of any provision herein by Lessee shall in no way impair the right of Lessor to enforce that provision for any subsequent breach thereof.

29. If all or any part of the Property is subjected to taking under eminent domain laws, this Lease shall terminate from the time possession is taken by the condemning entity, with prepaid rentals prorated. Lessee agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property or buildings owned or constructed by Lessee.

30. Nothing in this Lease shall prevent Lessor from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

31. All notices to be given by Lessee to Lessor shall be given by letter, deposited with the United States Postal Service, postage prepaid, addressed to Lessor's agent Catellus Management Corporation, 4105 Lexington Avenue North, Suite 200, Arden Hills, MN 55126. All notices to be given by Lessor shall be similarly given, addressed to Lessee at the address stated above. It is the Lessee's duty to notify Lessor promptly in writing of any change in its address; if it fails to do so, any notice from Lessor sent to its last known address shall be effective, whether or not received.

32. This Lease is the full and complete agreement between Lessor and Lessee with respect to all matters relating to lease of the Property, and supersedes any and all other agreements between the parties hereto relating to lease of the Property. If this Lease is a reissue of an existing agreement(s) held by Lessee, it shall supersede and cancel the previous Lease or Leases, without prejudice to any liability accrued prior to cancellation.

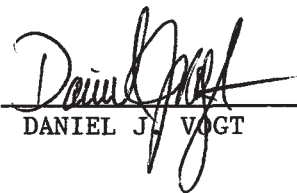
33. Lessee is also hereby granted permission to use, in common with Lessor and other lessees and patrons, a "Non-Exclusive Roadway" as shown hatched in black on said Exhibit "A", and further agrees to share, at it's own expense, all costs of construction and maintenance with other users of said roadway.

This Lease shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

LESSEE:

CITY OF BRAINERD

By:


DANIEL J. VOGT

Title: City Administrator

LESSOR:

By: Catellus Management Corporation
Its Attorney in Fact


Roger Schwinghammer
Regional Property Manager

By signing this agreement, I acknowledge that I have read and understand it, and will abide by all of its terms.

ATTACHED TO CONTRACT BETWEEN

FORT WORTH, TEXAS

SCALE: 1 IN. = 100 FT.

MINNESOTA _____ DIV.

BRAINERD SUBDIV. L.S. 0027

DATE 03/30/1999

Revision 9/13/1999

Revision 9/23/1999

V- MN-12

MAP S-26A

PARCEL

SEC. 30

T45N R30W

PROPERTY LINE

APPLICANT TO PLACE BARRICADE

TO STAPLES

- PROPERTY LINE

Front St.

MP 118.51
ES 6256+68.5

TO CARLTON

DESCRIPTION:

A PARCEL OF LAND CONTAINING 26,680 SQ. FT.
(0.61 AC.) MORE OR LESS SHOWN SHADED.
A NON-EXCLUSIVE ROADWAY SHOWN HATCHED.

AT BRAINERD
COUNTY OF CROW WING

STATE OF MN

DRAWING NO. 1-16932

jch



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Refund of 2021 Nuisance Assessment for PID 41240998

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: On June 12, 2020, Staff completed an assessment search for the property at 513 South 8th Street, Brainerd (PID 41240998). An assessment search is conducted as part of the sale process of a piece of property and are done routinely by Staff. Staff responded that there were nuisance assessments outstanding on this property for pay years 2016-2020 in the total amount of \$2,028.33. Staff did fail to note that there were pending assessments outstanding on this property relating to citations issued from September 2019 through the time of the assessment search that could be assessed for pay year 2021 that totaled \$866.36 (\$850 in citations plus \$16.36 of interest). The \$850 2021 payable nuisance is comprised of 6 property maintenance citations of \$125 a piece and a \$100 abatement invoice for grass mowing, all of which were issued in the time frame of September 2019-October 2019.	
Alternatives, Options, Effects on Others/Comments: The transfer date of the property per CWC's website was July 2, 2020. However, the County's website was not updated when the City sent out public hearing notices for the 2021 nuisances so all of the notices were sent to the previous owner and not the new owner as of July 2, 2020. The total outstanding assessments of \$2,028.33 was paid at the time of the closing and since purchasing the home Mr. Giles (the new owner) has had the property cleaned up, pulled a permit and repaired the roof, removed nuisance trees and painted the trim to make the property more presentable. Mr. Giles did his due diligence before purchasing the home by the title company performing the assessment search. Staff failed to include the pending assessment information on the search, and Mr. Giles did not have an opportunity to contest the assessment since the meeting notifications all went to the former property owner. Staff suggested that Mr. Giles pay his property taxes for the 1st quarter in full so he would not be considered delinquent in his tax payments, and Staff would bring this issue to Council at the June 7th meeting, requesting the 2021 nuisance assessment of \$866.36 be refunded to Mr. Giles per the circumstances regarding the 2021 payable assessment and that fact the Mr. Giles as updated the property. No citations have been issued since Mr. Giles became the owner.	
Recommended Action/Motion: Authorize Staff to refund the 2021 nuisance payable in the amount of \$866.36 to the property owner of PID 41240998 with the address of 513 South 8th Street Brainerd.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ 833.36 <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> The City budgeted \$5,000 to be received in current nuisance assessment payments and \$35,000 to be received in nuisance assessments that have been assessed to the tax rolls.	



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: American Rescue Plan (ARP) Act Update

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: The American Rescue Plan (ARP) Act was signed into law on March 11, 2021. There are many provisions to this Act with impacts to the City. Staff has been participating in various webinars and training sessions regarding the Act. Interim guidance was issued by the US Treasury in May on the Fiscal Recovery Funds (FRF) provision. Attached is a memo with regarding what Staff understands about the FRF provision of the ARP Act.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: This item is on the June 7th agenda as informational.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

MEMO



TO: Mayor and Council

FROM: Finance Director Connie Hillman

DATE: June 2, 2021

RE: American Rescue Plan (ARP) Act Update

On March 11, 2021, the President signed into law the American Rescue Plan (ARP) Act. There are many provisions in the Act that may affect the City. One of the provisions that will directly impact the City is the Fiscal Recovery Funds (FRF) provision, which accounts \$350 billion of the total Act. Approximately \$130.2 billion of the \$350 billion provision is to go to local governments, which is to be allocated \$65.1 billion to counties, \$45.6 billion to metro cities, and \$19.5 billion to local government entities or non-entitlement communities. This provision allows for a direct allocation to the City and what this memo is going to address. There are still more questions than answers, but below is what we know from so far:

- The City of Brainerd is considered a non-entitlement unit (NEU). Generally, a NEU is a city with a population of less than 50,000 and a city not classified as a metropolitan city under the Community Development Block Grant (CDBG) program. This means that the City will get its funding through the state.
- The State has 60-days from the date it receives its funding, to distribute to the non-entitlement units, with the option to extend the deadline for an additional 30-days. The State has already filed for the 30-day extension, meaning that the State now has up to 120 days to distribute the funds.
- The amount that the City will be receiving is still unknown. Per the US Treasury's website (<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/non-entitlement-units>), Minnesota is to receive \$376,932,399 of the \$19.53 billion allocated to NEU's are part of the FRF provision of the ARP Act.
- It is our understanding that 50% of the allocation will be sent out right away, with the other 50% to be received in one-year.
- For costs to be eligible, they must be incurred beginning on or after March 3, 2021, except for the premium pay provisions.
- The deadline to obligate the funds is December 31, 2024.
- The deadline to expend the funds is December 31, 2026.
- There are generally 4 broad eligible categories for spending the funds:
 1. **Public Health and economic impacts**
 - Things like responding to COVID-19 – i.e., PPE, mental health treatment and capital investments to medical facilities to mitigate COVID-19.

- Responding to COVID-19 – i.e. Generally, costs that were eligible under the CARES Act continue to be eligible under the FRF provision of the ARP Act such as assistance to households, small businesses and nonprofits, industries impacted by COVID etc. There is one exception and that is public safety payroll. Certain payroll costs are eligible but there is no longer the blanket assumption that all public safety payroll is an eligible cost.
- The list is not all inclusive but the basic rules for it to be an eligible use still are to identify of a need or negative impact from COVID-19 or it is a program or service that addresses the need or impact. Continue to document.
- Funds cannot be used for general development or workforce development.

2. Premium Pay

- For essential workers such as healthcare, retail, public health, drivers etc. Employees who telework are excluded from receiving premium pay.
- There are several limitations associated with premium pay, and it can be retroactive, prior to the March 3, 2021 date.
- Cities are allowed to provide grants to employers of essential workers.

3. Revenue loss

- Revenue replacement was not allowed under CARES Act. There is a lot of grey area round this category. The revenue loss is going to be calculated on an entity-wide basis and certain items are excluded.
- A 4.1% growth adjustment is allowed.
- Assumes that all loss revenues are due to COVID-19.
- Cannot use it for everything. For example, not allowed to be used for debt service or to replenish reserves.
- The revenue loss dollars can be used for maintenance or the building new infrastructure which does include roads and bridges.

4. Investments in infrastructure

- Water and Sewer infrastructure – projects that would be eligible under the Clean Water and Safe Drinking Water Funds – i.e., treatment, stormwater, creation of new systems, security, etc.
 - Cannot use funds as a state match.
 - Broadband infrastructure – improve speeds, should be designed to benefit unserved or underserved households.
 - Road projects are not directly eligible but are eligible up to the amount of lost revenue reimbursement.
- There are some ineligible uses such as:
 - Pension deposits to reduces the unfunded portion of the liability (City does not fund is pension liability).
 - Cannot use FRF dollars to fill a gap to keep a certain tax rate.
 - Cannot be used as a match for other programs.
 - Use of funds are subject to the provisions in the Uniform Guidance.

American Rescue Plan (ARP) Act Update

June 2, 2021

Page 3

- There will be reporting requirements. It is assumed that NEU's will need to submit quarterly reports, and any contracts and subawards over \$50,000 will have to be reported.

The biggest take away is to take the time to think broadly and strategically. The City has until December 31, 2024, to obligate the FRF funds. Entities are encouraged to collaborate to tackle regional and/or local issues with the proper agreements in place. There are several other provisions of the ARP Act that funding may be available for local governments as well. We will want to maximize all funding opportunities.

Staff will continue to learn about the ARP Act and will return to Council with additional information as it becomes available.

**CITY OF BRAINERD
SAFETY AND PUBLIC WORKS COMMITTEE
AGENDA**

June 7th, 2021

6:30 P.M.

WebEx Teleconference Call-In Information

Call Toll-Free: 844-992-4726

Access Code: 187 480 7956

1. Event/Street Closure Application - 4th of July Celebration
2. Request to Approve Improvement 19-01 Change Order 1- NW 4th Street Reconstruction Project
3. Request to Approve MnDOT Land Purchase for 2023 Trunk Highway 25 Railroad Bridge Replacement Project
4. Request to Approve Testing Services Contract for Improvements 20-05 and 20-06 - Madison Street and SE Brainerd Construction Project
5. Request to Review South 6th Street Aesthetics Policy for 2022 Construction
6. Appeal - 1518 Quince Nuisance Abatement



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Event/Street Closure Application - 4th of July Celebration

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Engineering
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is an event/street closure application for the 4th of July Celebration to be held on July 4th, 2021 from 6 pm - 8 pm for the parade and 10:15 pm - 11 pm for the fireworks.	
Alternatives, Options, Effects on Others/Comments: Staging for the parade will be at CLC and the parade will start at Kiwanis Park. Parade travels north on East River Road, East on Laurel Street, S on 5th Street, and West back to College Drive. There will be an announcer booth and the applicant has indicated that they are working with ISD 181 for placement. Music will be broadcast at the highschool football field along with hosting the booth and EMCEE. 50 restrooms will be provided near Don Adamson Field. Banners will be placed along the fencing at the football field and on the stage. Waste Partners is contracted for waste. The applicant is requesting the closure per the attached map in the application. All businesses along the route are closed that day, but advertising for the event will be via print, social media, online calendar, and PSA's. The police department has indicated that there has been issues in the past of not having enough traffic control, so the street department will drop off additional devices at the police department for their use if need be.	
Recommended Action/Motion: Staff recommends approval of the attached event/street closure application under the conditions the applicant remove any banners and signs after the event and that the applicant ensures to coordinate the activities for the day regarding traffic control, etc. with the police department.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



SPECIAL EVENT APPLICATION

Date of Application: 6/2/2021

Event applications can be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@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 _____

4th of July Celebration

Name of event: _____

Organizer Information

Organizer's Name:

Dave Badeaux

Organizer's Address:

321 South 7th Street Brainerd

Event Contact Person:

Dave Badeaux

Event Contact Daytime Phone:

218-330-8204

Event Contact E-mail Address:

info@brainerdcommunityaction.org

Contact Name/Number Day of Event:

218-330-8204

For Profit/Nonprofit Status (type):

NONPROFIT

Applicant information (if different from the event organizer):

Applicant Name:

Applicant Address:

Applicant Phone:

Applicant E-mail Address:

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
07.04.21	6pm	8pm	See parade map
07.04.21	10:15pm	11pm	Fireworks

☐ 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:

Staging at CLC, Parade starts at Kiwanis Park,

travels N on E River Rd, E on Laurel, S on 5th, W on College

and ends at Kiwanis Park.

Site Information

Electrical usage

☒

Yes

☐

No

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

Announcer Booth, working with ISD 181 and Holden Electric

to supply with appropriate power.

Amplified Sound

☒

Yes

☐

No

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

Broadcast music at the HS Football Field, as well as microphone and

announcer at the EMCEE area along parade route.

Restrooms provided

☒

Yes

☐

No

50

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

Blakeman in past, RFP process in place

Company contracted for restrooms:

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

Signs, banners, and/or posters/flyers

☒

Yes

☐

No

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

Banners will be placed along fencing at Don Adamson Field & on stage.

There is a possibility of added signage promoting nonprofits and businesses - within the field area. TBD

Trash Receptacle Disposal

☒

Yes

☐

No

Company contracted for trash receptacle disposal:

Waste Partners - Wayne Harting

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):
See road map & attachment for reference.

5pm street closure

Date and time for beginning of street closures: _____

8pm or when parade is over

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 flow along sidewalks). Additional pages may be attached. Advertising in print, social media, online calendar, and PSA's.

All businesses along parade route are closed on event day.

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
Dave Badeaux, Executive Director

Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	OK	None
City Administration	OK	None
Engineering Department	OK	Request for traffic Control is Attached
Fire Department	OK	None
Fire Support/EMS	OK	None
Parks Department	OK	None
Planning Department	OK	None
Police Department	OK	Extra barricades/cones can be stored e police dep. for use.

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

Banners/signs/ no parking to be removed after event.
Coordinate w/ PD for activities and parade.

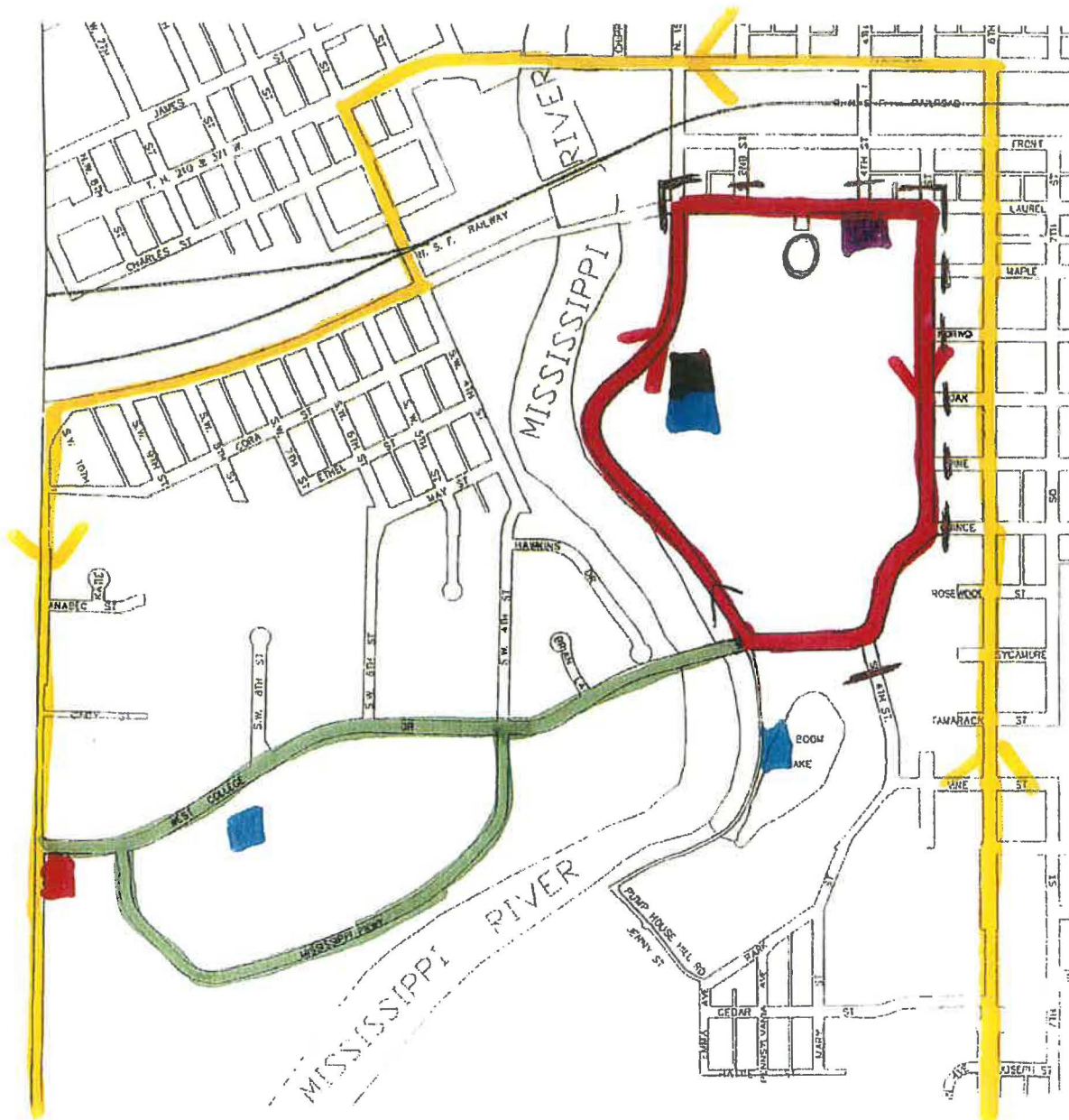
Certification of Street Closure Approval

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

DON ADAMSON FOOTBALL FIELD

ACCESS TO PARADE STAGING AREA

- | | |
|--|---|
|  Parade Route | Restrooms  |
|  Registration | Viewing/Judges  |
|  Staging Area | Concession Area  |
|  Barricade | Emcee  |



The following use of barricades, cones and no parking signs are being requested for the Community 4th of July Celebration:

Barricades:

College Drive, East side of the West roundabout
SW 4th Street, just North of the central roundabout
4th Street just South of the East roundabout
5th & Quince
5th & Pine
5th & Oak
5th & Norway
5th & Maple
5th & Laurel
5th & S. 5th
S. 4th & Laurel
2nd & Laurel
E. River Road & Laurel - Police & Fire Dept.

Cones:

10 cones near the West roundabout on College Drive
10 cones near SW 4th roundabout on College Drive
10 cones near the East roundabout on College Drive

No Parking Signs:

50 No parking signs at Kiwanis. To be delivered to Brainerd Community Action prior to the event.

Thank you,



Dave Badeaux
Executive Director
Brainerd Community Action



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Request to Approve Improvement 19-01 Change Order 1 - NW 4th Street

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Engineering
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is a summary of Change Order 1 for Improvement 19-01 - NW 4th Street Reconstruction Project.	
Alternatives, Options, Effects on Others/Comments: This change order is for a revision to one existing structure that was in the plans and a new structure that was not in the plans for the storm sewer system. When the storm sewer was being placed, a conflict with a gate valve box and waterman was realized with the new storm sewer system. The gate valve that was in conflict with the storm sewer was the last valve that serves the water booster station that services Riverside Drive/Beaver Dam Road area. In order to avoid the conflict and prevent a potential freezing of watermain due to the storm sewer being close to the watermain and allowing cold air close the the watermain, one existing manhole structure planned for incorporation into the project was modified and a new structure was added also to avoid any of the conflicts with the watermain and the gate valve. Being that these are large structures, The cost on average for the revision to one structure and a new structure is close to \$1,000/foot of structure. The total change order cost that was recommended by the Engineer and approved by staff for placement is \$17,747.87.	
Recommended Action/Motion: Staff recommends the approval of the attached change order in the amount of \$17,747.87 for Improvement 19-01 - NW 4th Street Reconstruction Project.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>17,747.87</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> This change order will become part of the storm sewer costs on the project, all of which will be reimbursable through the City State Aid Account and the grant money received in the amount of \$1,000,000.	

CHANGE ORDER NO. 1

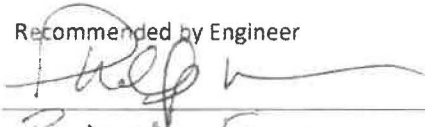
Owner: City of Brainerd Owner's Project No.:
 Engineer: Bolton & Menk, Inc. Engineer's Project No.: B11.118093
 Contractor: Anderson Brothers Construction Company Contractor's Project No.:
 Contract Name:
 Date Issued: May 27, 2021 Effective Date of Change Order: Upon Council Approval

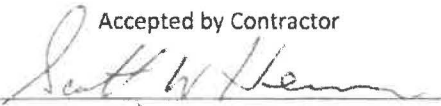
The Contract is modified as follows upon execution of this Change Order:

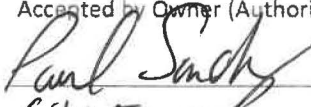
Description: Revise MH 1 to be a 96" diameter structure. Add MH 15, a 72" diameter manhole to make connection to existing storm sewer and realign proposed storm sewer to avoid impacting an existing water valve and an associated watermain shutdown. Action will adjust multiple watermain items with some no longer needed.

Attachments: Revised schedule of unit prices and plan sheets C5.02 – C5.03

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 1,145,302.32	Substantial Completion: July 31, 2021
	Ready for final payment: October 15, 2021
Increase from previously approved Change Orders No. to No. :	Increase from previously approved Change Orders No. to No. :
\$ 0.00	Substantial Completion: 0
	Ready for final payment: 0
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 1,145,302.32	Substantial Completion: July 31, 2021
	Ready for final payment: October 15, 2021
Increase this Change Order:	Increase this Change Order:
\$ 17,747.87	Substantial Completion: 0
	Ready for final payment: 0
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 1,163,050.19	Substantial Completion: July 31, 2021
	Ready for final payment: October 15, 2021

Recommended by Engineer
 By: 
 Title: Project Engineer
 Date: 5/27/2021

Accepted by Contractor

 Division Manager
 6/1/21

Accepted by Owner (Authorized Signature)
 By: 
 Title: City Engineer
 Date: 6/3/2021

CHANGE ORDER NO.

NW 4TH STREET IMPROVEMENTS

S.A.P. 108-103-010, 108-129-003, 108-594-001

CITY OF BRAINERD, MN

BMI PROJECT NO. B11.118093

Date: 5/21/2021

ITEM NO.	SPECIFICATION NUMBER	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	2506.503	CONSTRUCT DRAINAGE STRUCTURE DES 72-4020	LIN FT	6.3	\$970.31	\$6,112.95
2	2507.503	CONSTRUCT DRAINAGE STRUCTURE DES 96-4020	LIN FT	7.2	\$1,615.96	\$11,634.91

CHANGE ORDER #1 TOTAL: \$17,747.87



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: MnDOT Land Purchase for 2023 Trunk Highway 25 Railroad Bridge

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Engineering
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is a resolution in which sells a small parcel of land to the State of Minnesota for their 2023 Highway 25 Bridge Replacement Project over the BNSF railway.	
Alternatives, Options, Effects on Others/Comments: The parcel of land along with two temporary easements can be seen in the attached exhibit. Staff can walk through exactly what we are selling and providing temporary easement for at the meeting, as staff found it difficult from the exhibits what exactly is being requested to purchase. In total, MnDOT is offering \$4,000 in damages to the City for Parcel 305 and the two temporary easements per the certified appraisal report. Staff finds this to be acceptable and the property has no reasonable future use by the City in this circumstance. Attached are a few other documents related to the sale that staff felt necessary to attach.	
Recommended Action/Motion: Staff recommends adopting the attached resolution in which approves the sale of Parcel 305 and the two temporary construction easements to the State of Minnesota for \$4,000 and as identified in the attached exhibit.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i> Staff recommends depositing of the funds into Fund 401 to offset any potential cost shares associated with the bridge replacement project and attached trail project slated for 2025 construction.	

R E S O L U T I O N

NO. _____

**RESOLUTION APPROVING LAND SALE TO THE STATE OF MINNESOTA
FOR STATE PROJECT NUMBER SP 1811-35
REPLACE BRIDGE 9099 OVER THE BNSF LINE IN BRAINERD**

WHEREAS, the Commissioner of Transportation has prepared a final layout for the improvement of Highway 25 in the City of Brainerd from 10th Avenue, west of TH 25 Bridge 9099 over BNSF to 300 feet east of 28th Street; and

WHEREAS, the final layout is on file in the Minnesota Department of Transportation Office being marked, labeled and identified as Layout No. 1, S.P. 1811-35; and

WHEREAS, through the layout and design process, a parcel of land, identified as Parcel 305 on the attached exhibit, along with two temporary construction easements need to be acquired by the State of Minnesota from the City of Brainerd for the reconstruction of said bridge; and

WHEREAS, the State of Minnesota has offered the City \$4,000 in damages for the acquisition of said parcel and temporary construction easements; and

WHEREAS, the City Council of the City of Brainerd met on June 7th, 2021 to consider the sale of said Parcel 305 to the State of Minnesota along with the granting of two temporary construction easements for the construction of said bridge.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA, that the sale of Parcel 305 and the temporary construction easements as identified in the attached exhibit be hereby approved.

Upon roll call, members _____ voted "aye." No member voted "nay."

Adopted this ____ day of _____, 2021

Approved this _____ day of _____, 2021

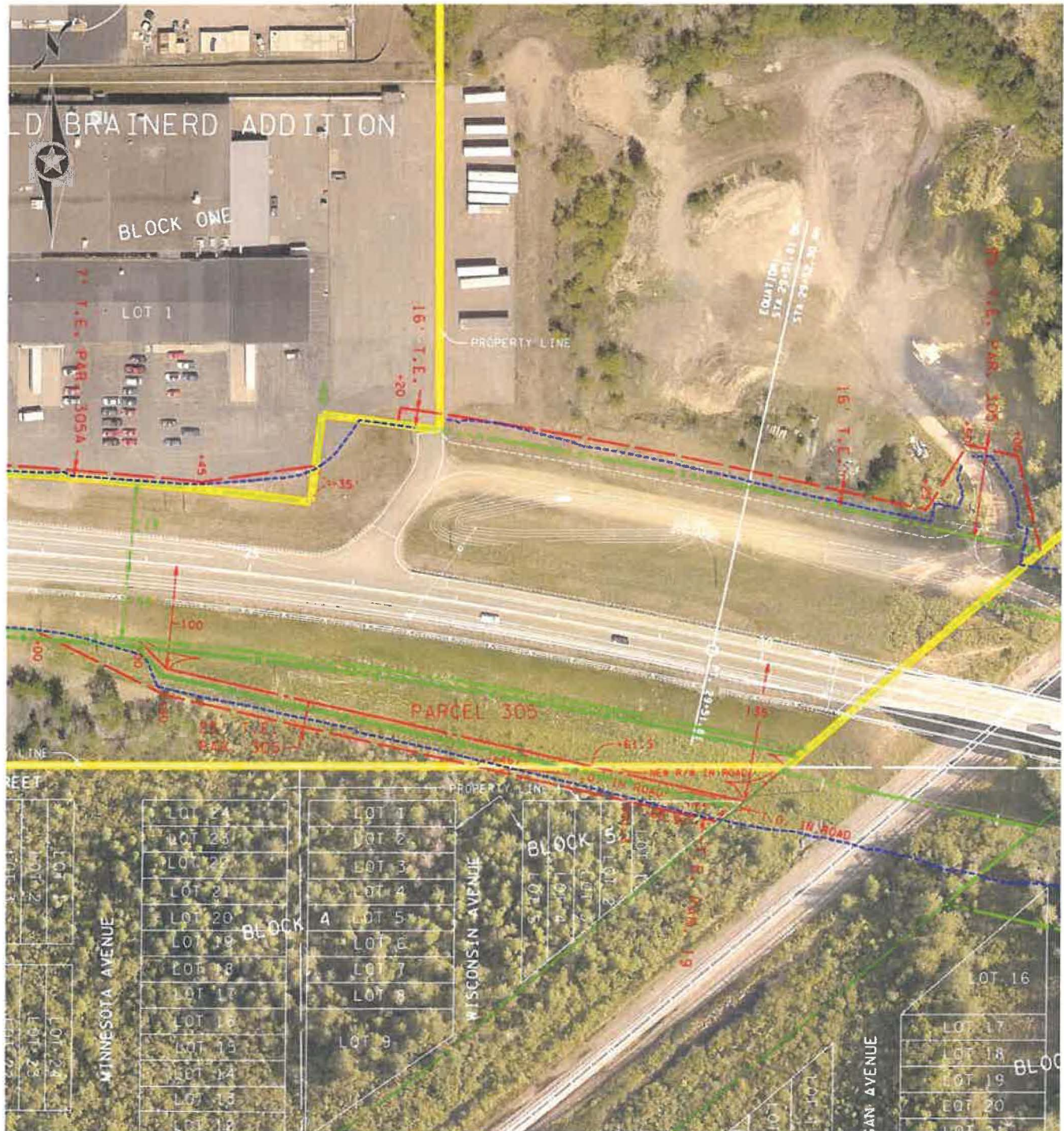
KELLY BEVANS
President of the Council

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Control Section: 1811 (25=18) 902
State Project: 1811-35RW
Owner: City of Brainerd

Parcel Number: 305
Sheet 4 of 4
Scale 1 inch = 140 ft.



STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.: 1811 (25=233) 902 Parcel: 305 County: Crow Wing

Owners and addresses: City of Brainerd, Mayor , Brainerd City Hall , 501 Laurel St., Brainerd, Minnesota, 56401;

For a valuable consideration, on this _____ day of _____, _____, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of Four Thousand Nine Hundred Dollars (\$ 4900.00) a fee simple title to the real estate or an interest therein situated in Crow Wing County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within 90 days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State upon ~~days after~~ the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said real estate shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a partial release of mortgage. The mortgage holder will be included as a payee along with the owners on the check drawn in payment for the property. Any fee charged by the mortgage holder for the partial release of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

W206

OWNERS

CITY OF BRAINERD

✓ By _____

Its _____

✗ And _____

Its _____

(Address of Owner where acceptance is to be mailed.)

✓
✓

WARRANTY DEED

STATE DEED TAX DUE HEREON: \$ _____

C.S. 1811 (25=233) 902

Parcel 305

Date: _____

County of Crow Wing

For and in consideration of the sum of Four Thousand & no/100 Dollars (\$ 4000.00),

City of Brainerd, a municipal corporation under the laws of the state of Minnesota, Grantor, hereby conveys and warrants to the State of Minnesota, Grantee, real property in Crow Wing County, Minnesota, described as follows:

That part of Tract A described below:

Tract A. The South Half of the Southeast Quarter of Section 19, Township 45 North, Range 30 West, Crow Wing County, Minnesota, (including that portion of the meandered and dried up lake bed lying within said South Half of the southeast Quarter); except that part of the Southwest Quarter of the Southwest Quarter of said Section 19, described as follows: Beginning at the point in said Southwest Quarter of the Southeast Quarter which is 1760.6 feet West and 333.4 feet North of the southeast corner of said Section 19, considering the south line of said Section 19 as an east-west line, said point being on the intersection of the westerly line of Tenth Avenue Northeast and the Northerly right of way line for Trunk Highway No. 25; thence North 00 Degrees 21 Minutes West 1013.4 feet along the westerly line of said Tenth Avenue to the north line of said Southwest Quarter of the Southeast Quarter; thence South 89 degrees 46 minutes West 5.8 feet along said North line to the right of way for Trunk Highway No. 210; thence South 47 degrees 38 minutes West 509.5 feet along said highway right of way to the easterly line of the tract leased to John Nelson; thence South 42 degrees 22 minutes East 126.3 feet along said John Nelson Tract; thence South 4 degrees 34 minutes East, 240 feet continuing along said John Nelson Tract; thence South 85 degrees 26 minutes West 250 feet continuing along

John Nelson Tract to the easterly line of Trunk Highway No. 25; thence South 4 degrees 34 minutes East 181.56 feet along said highway right of way line; thence South 49 degrees 25 minutes East 212.7 feet continuing along said highway right of way line; thence along a circular curve to the right of radius 4703.75 feet for a distance of 357.1 feet along said highway right of way line to the place of beginning; except all minerals and mineral rights and except the right of way of the Northern Pacific Railway Company, and being a piece of land two hundred feet wide and extending 100 feet in width on each side of and parallel to the center line of its railroad tract as located, constructed and operated on, over and across said land, which center line crosses in a straight line from a point on the South Section line of Section 19, 676.9 feet West of the Southeast corner of said Section, a point on the east section line, 562.1 feet north of the southeast corner of said Section 19; and also Except that portion of the Southeast Quarter of the Southeast Quarter of said Section, lying Southeasterly of the right of way of the Northern Pacific Railway Company; and also; Excepting that portion of the Southwest Quarter of the Southeast Quarter of said Section, described as follows: Beginning at a point on the North line of said Southwest Quarter of the Southeast Quarter, 224 feet east of the northwest corner thereof; thence East 300 feet along the said north line; thence South parallel with the west line of said Southwest Quarter of the Southeast Quarter to the northerly line of State Highway No. 210; thence southwest along the northerly line of State Highway No. 210 to a point directly South of that point of beginning; thence North parallel with the west line of said Southwest Quarter of the Southeast Quarter to the point of beginning; and also: Except that part of the southwest Quarter of the Southeast Quarter of said Section, described as follows: Beginning at the northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 1 degree 17 minutes East, 156.04 feet along the West line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 54 minutes East, 205.23 feet to the westerly right of way for Trunk Highway No. 25; thence North 3 degrees 56 minutes West, 156.37 feet along said highway right of way to the North line of said Southwest Quarter of the Southeast Quarter; thence South 89 degrees 54 minutes West, 198 feet along said north line to the place of beginning; and also: Except that part of the Southwest Quarter of the Southeast Quarter of said Section, described as follows: Commencing at the northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 1 degree 17 minutes East, 156.04 feet along the west line of said Southwest Quarter of the Southeast Quarter to the place of beginning; thence North 89 degrees 54 minutes East 205.23 feet to the westerly right of way for Trunk Highway No. 25; thence South 3 degrees 56 minutes East, 25.06 feet along said highway right of way; thence South 89 degrees 54 minutes West, 206.39 feet to the west line of said Southwest Quarter of the Southeast Quarter; thence North 1 degree 17 minutes, 25.0 feet along said west line to the place of beginning; AND ALSO: Except that part of the South Half of the Southeast Quarter of said Section described by the following:

Commencing at the southeast corner of Section 19; thence West, assumed bearing, 1680.8 feet; thence North 332.1 feet intersecting the northerly right of way line of Trunk Highway No. 25; thence North 00 degrees 18 minutes West along the easterly right of way line of 10th Ave. 324.00 feet to the point of beginning, considering said point begin the northwest corner of the Build Brainerd, Inc. lease; thence continuing North 00 degrees 18 minutes West 435.6 feet; thence North 89 degrees 42 minutes East 500.00 feet; thence South 00 degrees 18 minutes East 435.6 feet, more or less, to the northerly boundary line of Build Brainerd, Inc lease; thence in a westerly direction along said boundary to the place of beginning; AND ALSO: Except that part of the South Half of the Southeast Quarter of said Section described as follows: Beginning at the point is said South Half of the Southeast Quarte which is 1680.8 feet West and 332.1 feet North of the southeast corner of said Section 19; considering the South line of saoid Section 19 as an east west line and said point being on the northerly right of way li ne of Trunk Highway No. 218; thence North 00 degrees 18 minutes West 324 feet; thence North 89 degrees 42 minutes East 500 feet; thence South 00 degrees 18 minutes East 336 feet, more or less, to the northerly right of way line of Trunk Highway No. 218; thence in a westerly direction along said highway right of way to the place of beginning; Except all minerals located in and upon said property; AND ALSO: Except that part of the Southwest Quarter of the Southeast Quarter of Section 19, Township 45 North, of Range 30 West, described as follows: Beginning at the point in said Southwest Quarter of the Southeast Quarter which is 2044.4 feet West and 670.3 feet North of the southeast corner of said Section 19, considering the south line of said Section 19 as an east west line; thence South 85 degrees 26 minutes West 250 feet to the easterly right of way line of Trunk Highway No. 25; thence North 4 degrees 34 minutes West 206.72 feet along said right of way line to the southerly right of way line of Trunk Highway No. 210; thence North 47 degrees 38 minutes East 217.93 feet along said right of way line; thence South 42 degrees 22 minutes East 126.93 feet; thence South 4 degrees 34 minutes East 240 feet to the place of beginning; AND ALSO EXCEPT-KTJ TRACT: All that part of the Southwest Quarter of the Southeast Quarter of said Section 19, described as follows: Beginning at the point on the west line of said Southwest Quarter of the Southeast Quarter which is 181.04 feet, South 1 degree 17 minutes East of the northwest corner of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 54 minutes East 206.39 feet to the westerly right of way line for Trunk Highway No. 25; thence South 3 degrees 56 minutes East 159.44 feet along said right of way line to the northerly right of way line of Trunk Highway No. 210; thence South 48 degrees 08 minutes West 406.14 feet along said highway right of way line; thence North 1 degree 17 minutes West 429.74 feet; thence North 89 degrees 54 minutes East 94.8 feet to the place of beginning; AND ALSO EXCEPT MARTIN W. JOHNSON TRACT: That part of the South Half of the Southeast Quarter of said Section 19, described as follows: Commencing at the southeast corner of Section 19;

thence West, assumed bearing, along the south line of Section 19 a distance of 1680.80 feet; thence North 332.1 feet intersecting the northerly right of way line of Trunk Highway No. 25; thence North 00 degrees 18 minutes West along the easterly right of way line of 10th Avenue a distance of 324.0 feet to the northwest corner of the Build Brainerd Addition; thence continuing North 00 degrees 18 minutes West a distance of 435.60 feet to the point of beginning; thence North 00 degrees 18 minutes West a distance of 255.10 feet, more or less to the north line of the Southwest Quarter of the Southeast Quarter, Section 19; thence North 89 degrees 42 minutes East along the north line of the Southwest Quarter of the Southeast Quarter a distance of 500.00 feet; thence South 00 degrees 18 minutes East a distance of 255.10 feet; thence South 89 degrees 42 minutes West a distance of 500 feet to the point of beginning; the title thereto being registered as evidenced by Certificate of Title No. 90743

which lies northeasterly and northerly of the following described line: Commencing at a point on Line 1 described below distant 100 feet southeasterly of its point of termination (measured along said Line 1); thence southerly at a right angle for 75 feet to the point of beginning of the line to be described; thence southeasterly to a point distant 100 feet southerly of a point on said Line 1, distant 130 feet southeasterly of its point of termination; thence southeasterly to the intersection of a line run perpendicular to said Line 1, distant 561.5 feet southeasterly of its point of termination and the south line of Tract A hereinbefore described; thence easterly along the south line of said Tract A to an intersection with the southeasterly line of said Tract A; thence northeasterly along the southwesterly right of way line of Trunk Highway No. 25 and there terminating;

Line 1. Beginning at a point on the east line of Section 30, Township 45 North, Range 30 West, distant 85.9 feet south of the northeast corner thereof; thence northwesterly at an angle of 75 degrees 51 minutes from said east section line (measured from north to west) for 940.2 feet; thence deflect to the left on a 01 degree 15 minute curve (delta angle 21 degrees 10 minutes) having a length of 1693.3 feet for 651.5 feet and there terminating;

containing 26410 square feet, more or less;

together with all right of access, being the right of ingress to and egress from that part of Tract A hereinbefore described, not acquired herein, to the above described strips;

also a right to use the following described strips for highway purposes, which right shall cease on December 1, 2025, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes:

A strip being that part of Tract A hereinbefore described, adjoining southwesterly and westerly of the above described strip, which lies northeasterly and northerly of the following described line: Commencing at the point of termination of said Line 1; thence southerly at a

right angle for 75 feet to the point of beginning of the line to be described; thence southeasterly to a point distant 125 feet southerly (measured at right angles) of a point on said Line 1, distant 130 feet southeasterly of its point of termination; thence southeasterly to an intersection with the south line of said Tract A and a line run perpendicular to and distant 446.7 feet southeasterly of its point of termination; thence easterly along the south line of said Tract A to its intersection with the southwesterly line of the above described strip and there terminating;

A strip being that part of Tract A hereinbefore described, which lies southwesterly and southerly of the following described line : Commencing at a point on Line 1 described above distant 320 feet southeasterly of its point of termination (measured along said Line 1); thence northerly at a right angle for 176 feet to the point of beginning of the line to be described; thence southeasterly on a line run parallel with and distant 176 feet northeasterly of said Line 1 to a point on said Line 1, distant 825 feet southeasterly of its point of termination; thence northeasterly to a point distant 245 feet northerly of a point on said Line 1, distant 850 feet southeasterly of its point of termination; thence southeasterly parallel to said Line 1 for 50 feet; thence southerly to an intersection with the northerly right of way line of Trunk Highway No. 25 as now located and established and the northwesterly right of way line of the Northern Pacific Railroad and there terminating;

containing 26855 square feet, more or less.

together with all hereditaments and appurtenances belonging thereto. Subject to mineral rights and utility easements of record, if any.

Check box if applicable:

- ☒ The Seller certifies that the seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

CITY OF BRAINERD

X By _____

Its _____

X And _____

Its _____

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

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

NOTARY PUBLIC

My commission expires: _____

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

Send tax statements to Grantee:
State of Minnesota
Department of Transportation
District 3 Right of Way
7694 Industrial Park Rd.
Baxter, MN 56425-8096



MINIMUM DAMAGE VALUATION

ACQUISITION OF PERMANENT & TEMPORARY EASEMENT

S.P.: 1811-35RW

C.S.: 1811 (25=18) 902

Parcel: 1811-902-305

Property Owner: City of Brainerd

Parcel Address: XXX State Highway 25
Brainerd, MN 56401

Appraiser: Eric M. Montague
Certified General Real Property Appraiser
MN License #20513633

Baxter
7694 Industrial Park Road
Baxter, MN 56425
218/828-5700
1-800-657-3971



**District 3
Right of Way**

St. Cloud
3725 - 12 Street North
St. Cloud, MN 56303
320/223-6500
1-800-657-3961

VALUATION SUMMARY

Project Information			
S.P. 1811-35RW	C.S. 1811 (25=18) 902	Highway: T.H. 25	Parcel #1811-902-305
Effective Date:	January 27 th , 2021	Completion Date:	March 24 th , 2021
Subject Property Information:			
Address:	XXX State Highway 25, Brainerd, MN 56401		
County:	Crow Wing	Fee Owner:	City of Brainerd
Zoning:	I-1; Light Industry District	Current Use:	Vacant/Bulk material storage
Land Area			
Before	2,105,207 Sq. Ft. (Inclusive of r/w) 1,339,832 Sq. Ft. (Net of r/w)	After	No Changes
Highest & Best Use			
Before	Lt. Industrial	After	Lt. Industrial
ALLOCATION OF DAMAGES			
LAND ACQUIRED			
Type	Units	Rate	Value
Permanent Easement	26,410 Sq. Ft.	\$0.06/Sq. Ft.	\$1,585
EASEMENTS ACQUIRED			
Type	Units	Rate	Value
Temporary Easement	26,855 Sq. Ft.	(See Valuation Section)	\$2,320
IMPROVEMENTS ACQUIRED			
Type	Description	Value	
Building Improvements	None	\$0	
Site Improvements	None	\$0	
DAMAGES TO REMAINDER			
Type	Description	Value	
Severance Damages	None	\$0	
Cost to Cure	None	\$0	
Access Control	None	\$0	
TOTAL DAMAGES			\$3,905
FINAL ESTIMATE OF COMPENSATION			
Rounded To		\$4,000	

LEGAL DESCRIPTION OF ACQUISITION

FEE ACQUISITION

Parcel 305 C.S. 1811 (25=18) 902

S.P. 1811-35RW

That part of Tract A described below:

Tract A. The South Half of the Southeast Quarter of Section 19, Township 45 North, Range 30 West, Crow Wing County, Minnesota, (including that portion of the meandered and dried up lake bed lying within said South Half of the southeast Quarter); except that part of the Southwest Quarter of the Southwest Quarter of said Section 19, described as follows: Beginning at the point in said Southwest Quarter of the Southeast Quarter which is 1760.6 feet West and 333.4 feet North of the southeast corner of said Section 19, considering the south line of said Section 19 as an east-west line, said point being on the intersection of the westerly line of Tenth Avenue Northeast and the Northerly right of way line for Trunk Highway No. 25; thence North 00 Degrees 21 Minutes West 1013.4 feet along the westerly line of said Tenth Avenue to the north line of said Southwest Quarter of the Southeast Quarter; thence South 89 degrees 46 minutes West 5.8 feet along said North line to the right of way for Trunk Highway No. 210; thence South 47 degrees 38 minutes West 509.5 feet along said highway right of way to the easterly line of the tract leased to John Nelson; thence South 42 degrees 22 minutes East 126.3 feet along said John Nelson Tract; thence South 4 degrees 34 minutes East, 240 feet continuing along said John Nelson Tract; thence South 85 degrees 26 minutes West 250 feet continuing along John Nelson Tract to the easterly line of Trunk Highway No. 25; thence South 4 degrees 34 minutes East 181.56 feet along said highway right of way line; thence South 49 degrees 25 minutes East 212.7 feet continuing along said highway right of way line; thence along a circular curve to the right of radius 4703.75 feet for a distance of 357.1 feet along said highway right of way line to the place of beginning; except all minerals and mineral rights and except the right of way of the Northern Pacific Railway Company, and being a piece of land two hundred feet wide and extending 100 feet in width on each side of and parallel to the center line of its railroad tract as located, constructed and operated on, over and across said land, which center line crosses in a straight line from a point on the South Section line of Section 19, 676.9 feet West of the Southeast corner of said Section, a point on the east section line, 562.1 feet north of the southeast corner of said Section 19; and also Except that portion of the Southeast Quarter of the Southeast

Quarter of said Section, lying Southeasterly of the right of way of the Northern Pacific Railway Company; and also; Excepting that portion of the Southwest Quarter of the Southeast Quarter of said Section, described as follows: Beginning at a point on the North line of said Southwest Quarter of the Southeast Quarter, 224 feet east of the northwest corner thereof; thence East 300 feet along the said north line; thence South parallel with the west line of said Southwest Quarter of the Southeast Quarter to the northerly line of State Highway No. 210; thence southwest along the northerly line of State Highway No. 210 to a point directly South of that point of beginning; thence North parallel with the west line of said Southwest Quarter of the Southeast Quarter to the point of beginning; and also: Except that part of the southwest Quarter of the Southeast Quarter of said Section, described as follows: Beginning at the northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 1 degree 17 minutes East, 156.04 feet along the West line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 54 minutes East, 205.23 feet to the westerly right of way for Trunk Highway No. 25; thence North 3 degrees 56 minutes West, 156.37 feet along said highway right of way to the North line of said Southwest Quarter of the Southeast Quarter; thence South 89 degrees 54 minutes West, 198 feet along said north line to the place of beginning; and also: Except that part of the Southwest Quarter of the Southeast Quarter of said Section, described as follows: Commencing at the northwest corner of said Southwest Quarter of the Southeast Quarter; thence South 1 degree 17 minutes East, 156.04 feet along the west line of said Southwest Quarter of the Southeast Quarter to the place of beginning; thence North 89 degrees 54 minutes East 205.23 feet to the westerly right of way for Trunk Highway No. 25; thence South 3 degrees 56 minutes East, 25.06 feet along said highway right of way; thence South 89 degrees 54 minutes West, 206.39 feet to the west line of said Southwest Quarter of the Southeast Quarter; thence North 1 degree 17 minutes, 25.0 feet along said west line to the place of beginning; AND ALSO: Except that part of the South Half of the Southeast Quarter of said Section described by the following: Commencing at the southeast corner of Section 19; thence West, assumed bearing, 1680.8 feet; thence North 332.1 feet intersecting the northerly right of way line of Trunk Highway No. 25; thence North 00 degrees 18 minutes West along the easterly right of way line of 10th Ave. 324.00 feet to the point of beginning, considering said point begin the northwest corner of the Build Brainerd, Inc. lease; thence continuing North 00 degrees 18 minutes West 435.6 feet; thence North 89 degrees 42 minutes East 500.00 feet; thence South 00 degrees 18 minutes East 435.6 feet, more or less, to the northerly boundary line of Build Brainerd, Inc lease; thence in a westerly direction along said boundary to the place of beginning; AND ALSO: Except that part of the South Half of the Southeast Quarter of said Section described as follows: Beginning at the point is said South Half of the Southeast Quarte which is 1680.8 feet West and 332.1 feet North of the

southeast corner of said Section 19; considering the South line of said Section 19 as an east west line and said point being on the northerly right of way line of Trunk Highway No. 218; thence North 00 degrees 18 minutes West 324 feet; thence North 89 degrees 42 minutes East 500 feet; thence South 00 degrees 18 minutes East 336 feet, more or less, to the northerly right of way line of Trunk Highway No. 218; thence in a westerly direction along said highway right of way to the place of beginning; Except all minerals located in and upon said property; AND ALSO: Except that part of the Southwest Quarter of the Southeast Quarter of Section 19, Township 45 North, of Range 30 West, described as follows: Beginning at the point in said Southwest Quarter of the Southeast Quarter which is 2044.4 feet West and 670.3 feet North of the southeast corner of said Section 19, considering the south line of said Section 19 as an east west line; thence South 85 degrees 26 minutes West 250 feet to the easterly right of way line of Trunk Highway No. 25; thence North 4 degrees 34 minutes West 206.72 feet along said right of way line to the southerly right of way line of Trunk Highway No. 210; thence North 47 degrees 38 minutes East 217.93 feet along said right of way line; thence South 42 degrees 22 minutes East 126.93 feet; thence South 4 degrees 34 minutes East 240 feet to the place of beginning; AND ALSO EXCEPT-KTJ TRACT: All that part of the Southwest Quarter of the Southeast Quarter of said Section 19, described as follows: Beginning at the point on the west line of said Southwest Quarter of the Southeast Quarter which is 181.04 feet, South 1 degree 17 minutes East of the northwest corner of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 54 minutes East 206.39 feet to the westerly right of way line for Trunk Highway No. 25; thence South 3 degrees 56 minutes East 159.44 feet along said right of way line to the northerly right of way line of Trunk Highway No. 210; thence South 48 degrees 08 minutes West 406.14 feet along said highway right of way line; thence North 1 degree 17 minutes West 429.74 feet; thence North 89 degrees 54 minutes East 94.8 feet to the place of beginning; AND ALSO EXCEPT MARTIN W. JOHNSON TRACT: That part of the South Half of the Southeast Quarter of said Section 19, described as follows: Commencing at the southeast corner of Section 19; thence West, assumed bearing, along the south line of Section 19 a distance of 1680.80 feet; thence North 332.1 feet intersecting the northerly right of way line of Trunk Highway No. 25; thence North 00 degrees 18 minutes West along the easterly right of way line of 10th Avenue a distance of 324.0 feet to the northwest corner of the Build Brainerd Addition; thence continuing North 00 degrees 18 minutes West a distance of 435.60 feet to the point of beginning; thence North 00 degrees 18 minutes West a distance of 255.10 feet, more or less to the north line of the Southwest Quarter of the Southeast Quarter, Section 19; thence North 89 degrees 42 minutes East along the north line of the Southwest Quarter of the Southeast Quarter a distance of 500.00 feet; thence South 00 degrees 18 minutes East a distance of 255.10 feet; thence South 89

degrees 42 minutes West a distance of 500 feet to the point of beginning; the title thereto being registered as evidenced by Certificate of Title No. 90743

which lies northeasterly and northerly of the following described line: Commencing at a point on Line 1 described below distant 100 feet southeasterly of its point of termination (measured along said Line 1); thence southerly at a right angle for 75 feet to the point of beginning of the line to be described; thence southeasterly to a point distant 100 feet southerly of a point on said Line 1, distant 130 feet southeasterly of its point of termination; thence southeasterly to the intersection of a line run perpendicular to said Line 1, distant 561.5 feet southeasterly of its point of termination and the south line of Tract A hereinbefore described; thence easterly along the south line of said Tract A to an intersection with the southeasterly line of said Tract A; thence northeasterly along the southwesterly right of way line of Trunk Highway No. 25 and there terminating;

Line 1. Beginning at a point on the east line of Section 30, Township 45 North, Range 30 West, distant 85.9 feet south of the northeast corner thereof; thence northwesterly at an angle of 75 degrees 51 minutes from said east section line (measured from north to west) for 940.2 feet; thence deflect to the left on a 01 degree 15 minute curve (delta angle 21 degrees 10 minutes) having a length of 1693.3 feet for 651.5 feet and there terminating;

containing 26410 square feet, more or less;

together with all right of access, being the right of ingress to and egress from that part of Tract A hereinbefore described, not acquired herein, to the above described strips;

also a right to use the following described strips for highway purposes, which right shall cease on December 1, 2025, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes:

A strip being that part of Tract A hereinbefore described, adjoining southwesterly and westerly of the above described strip, which lies northeasterly and northerly of the following described line: Commencing at the point of termination of said Line 1; thence southerly at a right angle for 75 feet to the point of beginning of the line to be described; thence southeasterly to a point distant 125 feet southerly (measured at right angles) of a point on said Line 1, distant 130 feet southeasterly of its point of termination; thence southeasterly to an intersection with the south line of said Tract A and a line run perpendicular to and distant 446.7 feet southeasterly of its point of termination; thence easterly along the south line of said Tract A to its intersection with the southwesterly line of the above described strip and there terminating;

A strip being that part of Tract A hereinbefore described, which lies southwesterly and southerly of the following described line : Commencing at a point on Line 1 described

above distant 320 feet southeasterly of its point of termination (measured along said Line 1); thence northerly at a right angle for 176 feet to the point of beginning of the line to be described; thence southeasterly on a line run parallel with and distant 176 feet northeasterly of said Line 1 to a point on said Line 1, distant 825 feet southeasterly of its point of termination; thence northeasterly to a point distant 245 feet northerly of a point on said Line 1, distant 850 feet southeasterly of its point of termination; thence southeasterly parallel to said Line 1 for 50 feet; thence southerly to an intersection with the northerly right of way line of Trunk Highway No. 25 as now located and established and the northwesterly right of way line of the Northern Pacific Railroad and there terminating;

containing 26855 square feet, more or less.

Source: MnDOT

SUBJECT PHOTOS (Taken 1/27/2021)

The appraiser has viewed and photographed the subject property on the date of inspection. The Parcel Sketch must be relied upon for identification of the Permanent Easement (PE) and Temporary Easement (TE) areas.



Photo 1: View of subject property looking NE from TH 25 driveway at SW corner of Northerly Tract



Photo 2: View of subject property, looking NW from SE corner of Northerly Tract



Photo 3: View of Northerly Tract TE area, looking E along TH 25 from SW corner of Northerly Tract



Photo 4: View of Northerly Tract TE area, looking W along TH 25 from SE corner of Northerly Tract



Photo 5: View of driveway TE area at E end of N'ly TE area; looking NW from SE corner of Northerly Tract



Photo 6: View of driveway TE area at E end of N'ly TE area; looking SE from N end of TE toward TH 25 bridge

SUBJECT PHOTOS (Taken 1/27/2021)

The appraiser has viewed and photographed the subject property on the date of inspection. The Parcel Sketch must be relied upon for identification of the Permanent Easement (PE) and Temporary Easement (TE) areas.



Photo 7: Interior view of subject's Northerly Tract; looking NW from E end of northerly TE area



Photo 8: View of parking lot encroachment along subject W lot line; looking N from SW corner of N'y Tract



Photo 9: View of subject's S'ly Tract; looking W along TH 25 at entrance to electric substation on property



Photo 10: View of PE and TE area on S'ly Tract; looking SE from NW corner of PE/TE area at TH 25

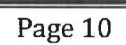


Photo 11: View of PE and TE area on S'ly Tract; looking E from west end of PE/TE area; TH 25 to left



Photo 12: View of PE and TE area on S'ly Tract; looking W from east end of PE/TE area; TH 25 to right

Figure 1: Detailed Aerial View: *Source: MnDOT Parcel Sketch*



DETAILED VIEWS OF ACQUISITION (South acquisition area)

Figure 1: Detailed Aerial View: *Source: MnDOT Parcel Sketch*

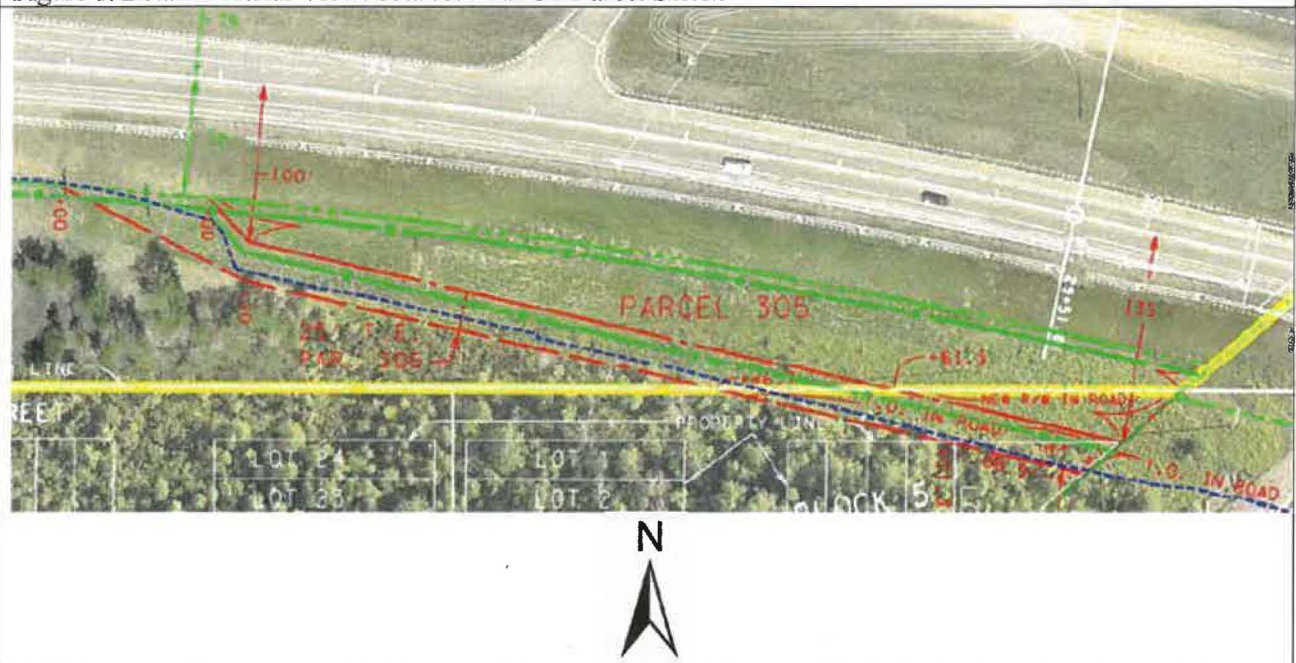
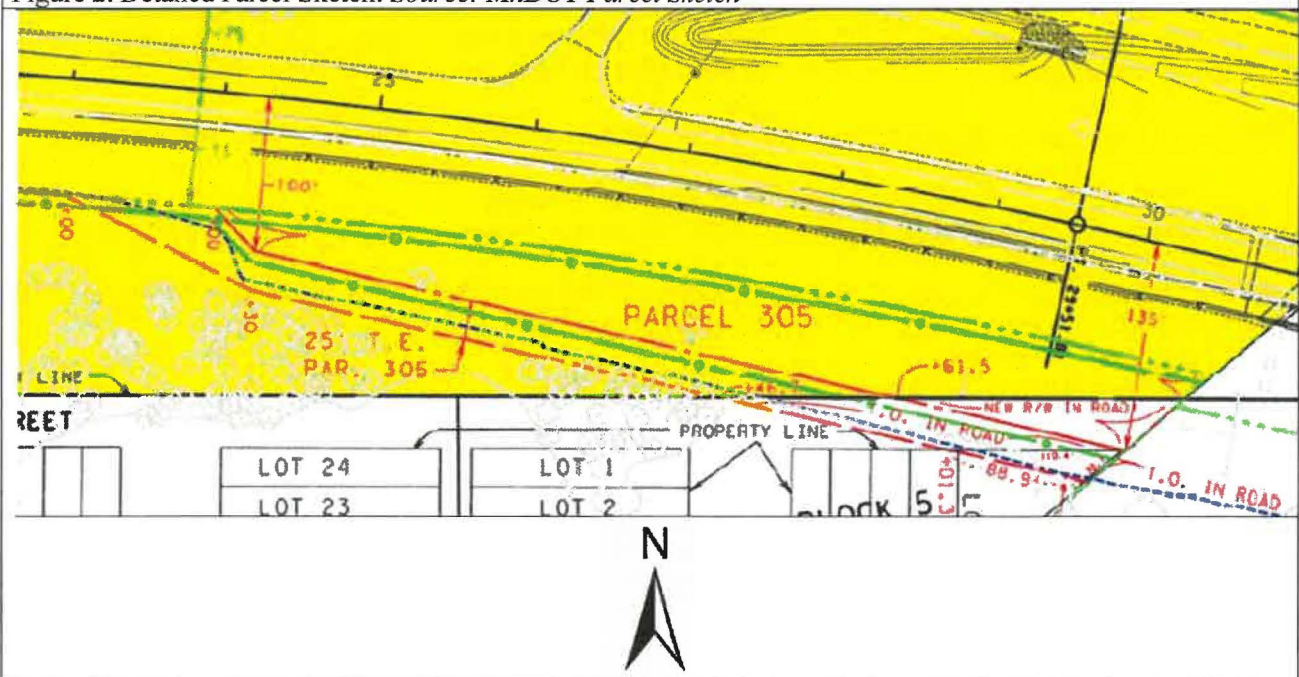


Figure 2: Detailed Parcel Sketch: *Source: MnDOT Parcel Sketch*



Definitions

Throughout this report, the term “subject property” identifies the entirety of the real property owned by the identified owner at this location. The State’s partial acquisition will be identified as the “acquisition”, or by its MnDOT Parcel Number. The term “remainder” shall refer to the property after the acquisition.

Market Value: Market value is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined. A current economic definition agreed upon by federal financial institutions in the United States of America is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Office of the Comptroller of the Currency (OCC); 12 CFR part 34, subpart C

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Easement: An interest in real property that conveys use, but not ownership, of a portion of an owner’s property.

Temporary Easement: An easement conveyed for a defined time period.

Source: The Dictionary of Real Estate, 4th Edition, 2002 Copyright, Appraisal Institute

Minimum Damage Valuation (MDV): an interest in property that a qualified person having an understanding of the local real estate market indicates can be acquired for \$25,000 or less.

Source: Minn. Stat. §117.036 Subd. 2(b)

Note: The scope and level of analysis of an MDV report is reflective of the minimum damage associated with the property rights being acquired. The preparer of this report is knowledgeable of the local real estate market and is qualified to develop an estimate of market value for the acquisition. The MDV report meets the requirements set forth in Minnesota Statute §117.036 Subd. 2(b), the MnDOT Right of Way Manual Sec.200 and Code of Federal Regulations 49 CFR Part 24 Appendix A Subpart B. This valuation report was authored with the goal of compliance to the Uniform Standards of Professional Appraisal Practice (USPAP). The MDV Appraisal method and report format utilized is generally consistent with USPAP Standards Rule 1 and 2 and MN Statute § 82B.

Competency Provision

Mr. Montague holds a Certified General Real Property Appraiser license and is a full-time staff appraiser for MnDOT, working specifically in the realm of right of way appraisal and acquisition. Mr. Montague has extensive experience valuing commercial, industrial and residential property types among numerous other land uses through work experience prior to MnDOT employment, dating back to March of 2005. A summary of the appraiser’s experience, training, and education attended has been provided to the client. A certified general appraiser may value all types of real property.

DISCUSSION:

Purpose of Appraisal:	To estimate the Market Value of a Permanent Easement (PE) and Temporary Easement (TE) upon defined portions of the subject property and any severance damages to the remainder property, if any, as of the effective date of this report.		
Format of Report and Procedures:	Restricted Appraisal Report – Minimum Damage Valuation (MDV) Valuation format based on MnDOT Right of Way Manual, Section 200. a) Damages estimated to be less than \$25,000 b) MnDOT is the only intended user c) The Restricted Appraisal Report meets the needs of the intended user and use. d) Acquisition is uncomplicated in nature		
<i>Note:</i>	A Restricted Appraisal Report is intended solely for the use of the client, based on their intended use. The opinions and conclusions set forth in the report may not be understood properly without additional information in the appraiser’s work file.		
Client:	Minnesota Department of Transportation (MnDOT)		
Intended Use:	Determination of just compensation for the client’s right of way acquisition needs		
Intended User(s):	The named client. The subject property owner is not an additional intended user, though by statute MnDOT will provide the property owner with a copy of this report.		
Real Property Interest Appraised:	Fee Simple Interest		
Effective Date:	As of the date of inspection; January 27 th , 2021		
Legal Description of Acquisition:	Refer to Page 3 of the report.		
Subject Property Data:	Street address: XXX State Highway 25, Brainerd, MN 56401		
Legal Description	Partial legal: Part of the S ½ of the SE ¼; Sec. 19, Twp. 45, Rng. 30 (Full legal retained in work file)		
History of Ownership	No transfers of ownership within the past 5 years		
Current Use	Vacant; Bulk material storage		
Zoning	I-1; Light Industry District		
Total Land Area	2,105,207 Sq. Ft. / 48.33 Acres (Inclusive of r/w) 1,339,832 Sq. Ft. / 30.76 Acres (Net of r/w)	Front-footage on Highway	+/- 1,860’
Assessor’s Data:	County PIN # 41190503		
County EMV Data	2020 EMV (for taxes payable in 2021)	2019 EMV (for taxes payable in 2020)	
Land	\$64,400	\$64,400	
Buildings	\$0	\$0	
Total	\$64,400	\$64,400	
Real Estate Taxes	\$0 (2020 payable)*	\$0 (2019 payable)*	
Special Assessments	\$0 (2020 payable)	\$0 (2019 payable)	
County EMV Land \$/Sq. Ft.	\$0.048/Sq. Ft.**	\$0.048/Sq. Ft.**	
<i>Note:</i>	<i>*City of Brainerd ownership is tax exempt; **Based on site area net of r/w</i>		
MnDOT Data:	Temporary Easement & Permanent Easement		
TE Area	26,855 Sq. Ft. (0.62 Acres)	% of property area:	2.0%
Term	70 months (5.83 years)	Expiration date:	12/01/2026
Location of acquisition	+/- 16’ x 592’ strip & +/- 69’ x 79’ area along N’ly TH 25 r/w; and +/- 25’ x 366’ strip & 37’ x 88’ area along proposed S’ly TH 25 r/w; as displayed by the Parcel Sketch		
<i>Notes:</i>	<i>All surface areas within the TE area that become disturbed or damaged due to construction activities will be repaired or replaced in kind, except site improvements.</i>		
PE Area	26,410 Sq. Ft. (0.61 Acres)	% of property area:	2.0%
Location of acquisition	+/- 41’ x 651’ strip along S’ly TH 25 r/w; as displayed by the Parcel Sketch		

SCOPE OF WORK

The scope of work of this appraisal involved the following steps:

1	Identify the problem:	<i>What is the total just compensation for the acquisition? a) What is the market value of the acquisition as of the effective date? b) Does the acquisition diminish the market value of the remainder? If yes, what is the monetary amount of damages?</i>
2	Identify the subject and its detailed information:	<i>MnDOT supplied many items to identify the subject, including mapping, certificate of title, a field title report, and legal description of subject. The property was inspected and photographed. Tax and Assessors' records were collected. The appraiser interviewed landowner\rep.</i>
3	Determine the Highest and Best Use of the subject	<i>A review of the neighborhood and local market was made utilizing multiple sources. All property characteristics and aspects of Highest and Best Use were considered, analyzed, and the final opinion of H&B use reported.</i>
4	Define the proper appraisal methods to be used	<i>All three Approaches to value (Cost, Income, and Sales Comparison) were considered for use. The Sales Comparison Approach was considered to be the only appropriate approach to properly value the partial acquisition.</i>
5	Gather the data necessary to solve the problem.	<i>Researched and verified local comparable sales information from trustworthy sources.</i>
6	Apply the information into the methods and make conclusion	<i>Analyzed the data, summarized, and reconciled</i>
7	Report the information and the conclusion with clarity	<i>Produced the written Restricted Appraisal Report</i>

Note; only an exterior inspection of the proposed acquisition area was completed by the appraiser. An extensive and complete inspection of the subject property was not necessary to provide credible assignment results, given the limited scope of the proposed permanent and temporary easements and the lack of improvements impacted by the acquisition. Important information was gathered from county records.

Hypothetical Conditions & Extraordinary Assumptions

The appraiser makes an extraordinary assumption that reasonable vehicular access to the property will be maintained throughout construction. There are no other hypothetical conditions or extraordinary assumptions associated with the development of this report. Use of the extraordinary assumption might have affected the assignment results.

Highest and Best Use of the Subject:

A logical and thorough analysis of the subject property's highest and best use is vital to the value conclusion. The four aspects of Highest and Best use were considered; Legally Permissible, Physically Possible, Financially Feasible and Maximally Productive. The City of Brainerd was interviewed for zoning information and county staff were interviewed and online resources utilized for subject and market information.

Valuation Process:

The three valuation approaches – Cost Approach, Sales Comparison Approach, and Income Approach – were each considered for use. Since the proposed acquisition includes only a permanent easement and temporary easement upon small portions of the land, and no improvements are within or near the acquisition, only the Sales Comparison Approach was used to determine the market value of the land. This is common practice for partial acquisitions of land only. The Income Approach and the Cost Approach were determined to be extraordinary and were not utilized.

Data Research:

Sales data for the Sales Comparison Approach was collected by research of information from the multiple listing service (MLS), information available at the Crow Wing County Assessor's department and the Minnesota Revenue eCRV website. Discussion with the Assessor's personnel corroborated that the information obtained there had been verified, as much as possible. These sources are considered reliable and their data accurate. Comparable sales were viewed by the appraiser. The properties determined to be most comparable to the subject property were selected and utilized in the development of the value.

Estimate of Exposure/Marketing Time:

Exposure time, a retrospective market time estimate, prior to the effective date of the appraisal, is estimated at 6 to 12 months for the subject based on available market data. Marketing time, a prospective time estimate, subsequent to the effective date of the appraisal, is estimated at 6 to 12 months for the subject based on available market data.

Description of MnDOT Project

Bridge #9099 on Trunk Highway 25 in the City of Brainerd, Crow Wing County is in need of replacement. The three-span bridge structure was originally built in 1959 and was remodeled in 1981. The bridge spans a two-lane state highway across an active BNSF railway corridor. The bridge is located 0.50 miles south of the junction of TH 210 and CSAH 3. The construction project scheduled for 2022 will replace the bridge structure and include a trail connection along the south side of the bridge to accommodate a planned city trail. The project also includes a right turn lane for 28th Street. The construction project will require temporary and permanent right of way easements to be acquired to facilitate the construction of the bridge.

Note; MnDOT is responsible for all costs of the MnDOT portion of the project and will not be assessing costs from landowners; however, municipal requested accommodations may result in assessments.

Description of Subject Property Before Acquisition

The subject property parent tract is an irregular shaped 2,105,207 square foot (48.33 acre) tract of land located in the City of Brainerd, within Crow Wing County, MN. The property has a metes and bounds description with one corresponding tax parcel. The property is made up of three tracts of land; the Northerly Tract located north of Trunk Highway 25 (TH 25) that includes 1,151,292 square feet (26.43 acres), the Southerly Tract located south of TH 25 that includes 188,540 square feet (4.33 acres) and the third tract which is comprised of existing TH 25 and TH 210 permanent easement right of way containing 765,375 square feet (17.57 acres). The subject's net useable land area (net of r/w) is 1,339,832 square feet, which is the basis of this appraisal. TH 25 is a two-lane arterial state highway connecting the City of Brainerd with points south, including Pierz, Foley, and Becker.

The subject's Northerly Tract is the primary site for the subject property and is more or less rectangular in shape. This portion of the property is generally level though sits well below the elevation of the adjacent highway to the south. Drainage appears to be adequate to the north and east. The site is primarily vacant; however, it is being utilized by the owner (City of Brainerd) for bulk road/landscaping material storage. The useable high ground of the northerly tract is approximately 265,000 square feet (6.08 acres) based on county GIS measurements and is located at the SW corner of the tract and is partially wooded with mature trees, otherwise it's generally open. A small amount of wetland area (< 10%) is assumed to exist within the 265,000 square foot useable area. The remaining 20.35 acres (77%) of the northerly tract is low/wetland area that is located on the north and east sides of the primary site with dense shrub swamp vegetation.

The subject northerly tract is accessed from TH 25 via a shared gravel service driveway that parallels the highway and provides access to the SW and SE corners of the site. The service driveway is shared with adjoining railroad property to the east and a manufacturing property to the west. There are no public sidewalks adjacent to the subject property and no city sewer or water to the property; however, it is available to the west along 10th Street NE. The neighboring property's bituminous parking lot appears to be encroaching on the subject's west property boundary and is being used for semi-trailer parking. An earthen berm is located along the entire length of this tract's southerly lot line with wooden gate posts at the easterly driveway entrance.

The subject's Southerly Tract of land is separated from the primary northerly tract by TH 25. This remnant piece of land is bordered by the highway to the north and a section line to the south. The tract of land has +/- 1,860 feet of highway frontage with a maximum lot depth of 135-140' near the center. The bulk of this tract of land has limited functional utility due to its shape and topography; however, an electrical power substation is centrally located on this tract of land with direct access to TH 25 with an address of 1000 State Highway 25, Brainerd, MN. The power station is the property of Brainerd Public Utilities, a subsidiary of the City; however, it is not impacted by the acquisition. The remainder of the southerly tract to the east of the power station is comprised of a gradual to steep inslope from the highway that transitions to a low/wetland area along the south end of the site with some natural growth shrub swamp vegetation/trees. The area west of the power station is level, low wetland. There are no other known improvements on this tract of land.

The third tract is comprised entirely of existing trunk highway right of way and contains 765,375 square feet (17.57 acres). As this tract is encumbered by permanent highway easement, and not impacted by the acquisition, it is not included in the valuation. The subject's certificate of title indicates numerous land leases; however, all have since expired.

The subject's northern tract is zoned I-1; Light Industry District which allows for the establishment of warehousing and light industrial development. The southern tract, which is not identified as part of the subject's tax parcel per the county, appears to be zoned R-1, Single Family Residential. The county assessor classifies the subject property as "Municipal-Public Service" given the municipal ownership. The highest and best use of the Northerly Tract, as-if vacant is best suited for light industrial uses that are congruent with the zoning ordinances and take advantage of the highway frontage and access. The highest and best use of the Southerly Tract, as-if vacant, is best suited for recreational uses given the zoning and site shape that offer limited uses. Billboard uses could be feasible with a zoning change and/or variance, though is not likely. The subject property is largely considered vacant; therefore, no analysis of highest and best use as-improved is necessary.

Description of Acquisition

The northerly tract's TE acquisition is comprised of a +/- 16' x 592' rectangular shaped strip of land that includes the southerly 16' of the northerly tract and a +/- 67' x 50' x 77' x 105' trapezoidal area northerly and adjacent to the first TE area extending 105' west of the SE corner of the subject, with a total area of 14,912 square feet, or 55.5% of the total TE area, as displayed on the Parcel Sketch. This area is needed for working room to complete the bridge replacement, relocating the shared service driveway, and connecting the subject's internal driveway with the new service drive. Improvements and materials located in the TE area that need to be moved or salvaged will be the responsibility of the City of Brainerd per the construction agreement. There are no other known improvements within the acquisition area that would be disturbed. The TE is scheduled to expire on 12/01/2026.

The southerly tract's Permanent Easement acquisition is comprised of a +/- 41' x 651' irregular shaped strip of land that includes the northerly +/- 41' (average) of the easterly 651' of the southerly tract, with a total area of 26,410 square feet or 0.61 acres. The area is needed for permanent grade/slope changes associated with the bridge construction. There are no known improvements within the PE acquisition area. The southerly tract's TE acquisition is comprised of a +/- 25' x 366' rectangular strip located 25' south of the new PE acquisition and a +/- 33' x 88' irregular shaped area extending south and west of the new PE acquisition area, with a total area of 11,938 square feet, or 44.5% of the total TE area. This area is needed for working room to complete the bridge replacement. There are no known improvements within the acquisition area that would be disturbed. The TE is scheduled to expire on 12/01/2026.

Description of Subject Property After Acquisition

The acquisition includes a small permanent acquisition that will result in a minimal (2%) change in useable site area within a portion of the property that has limited utility. The reduction in size will not have any negative impacts to the utility or zoning compliance of the property. The remainder of the acquisition is a temporary condition upon specific areas of the subject property. All disturbed surfacing will be replaced with like kind materials, i.e. concrete, bituminous, gravel, grass, etc. Construction related interference specific to the subject property acquisition is not anticipated by the appraiser. The highest and best use after acquisition will remain the same as the before condition. Therefore, the after-construction condition of this property will be unchanged from its current condition with exception to the minor change in useable site area.

VALUATION

Land Value

The City of Brainerd is located in west central Crow Wing County with a population of 13,590 as of the 2010 census. Brainerd is located approximately 130 miles NW of the Minneapolis/St. Paul metro area, 60 miles N of St. Cloud and 120 miles SW of Duluth. Minnesota State Trunk Highways (TH) 371, 210, 25 and 18 are the main highway arteries serving the area. The Brainerd Lakes Regional Airport is located just east of Brainerd and provides daily air service to the Minneapolis-St. Paul International Airport and other regional and US destinations. Brainerd is the county seat of Crow Wing County. The subject is within the Brainerd School District #181 that is a complete K-12 school district.

According to the United States Census Bureau, the city has a total area of 12.64 square miles (32.74 km²), of which 11.91 square miles (30.85 km²) is land and 0.73 square miles (1.89 km²) is water. Though the city itself has relatively few lakes, there are over 460 lakes within 25 miles (40 km) of Brainerd, located mostly to the north. For this reason, Crow Wing County and parts of the adjoining counties are often collectively referred to as the Brainerd Lakes Area.

The appraiser has researched recent real property sales and studied market activity in the City of Brainerd and areas surrounding Brainerd within Crow Wing County, primarily utilizing the Multiple Listing Service (MLS), the Minnesota eCRV system and county sale search tools.

The research has shown that industrial property values have been relatively stable over the last few years. County Assessor data has indicated relatively stable trends as well. Industrial land values also experienced a similar stable value trend, with generally stable county EMV land rates between 2019 and 2020. Sales activity in the area is stable, with a limited number of sales on an annual basis. The county assessor and eCRV system was utilized to verify this data.

A vacant land sale search was completed within the market area for properties with similar features and highest and best use to the subject's Northerly Tract of land, which is the primary site. The Northerly Tract contains a significant amount of unusable wetland to the rear of the site that is not impacted by the acquisition. The appraiser has estimated a net useable area of the Northerly Tract of 265,000 square feet (6.08 acres), which will be compared against the comparable sales. An adequate number of vacant land sales were found in the market area to factually estimate a supportable land value for the subject property. The sales information has been kept in the appraiser's custody.

Alternative sources of data that have been researched and considered by the appraiser, include; a) recent improved sales within the neighborhood and market area, analyzed through the abstraction/allocation methods; and b) the Crow Wing County Estimated Market Value (EMV) as a supportive approach to calculate land value. However, due to the availability of vacant land sales; the alternative data sources are given limited consideration in this analysis.

Comparable Sale Data

Recent comparable vacant land sales from the subject neighborhood and surrounding areas were analyzed and compared against the subject property's Northerly Tract. Sales were utilized that shared the most similar site features with the subject with regard to location, size, utility, view, access, zoning, and other site features. The most comparable vacant land sales from the subject's City of Brainerd market area were utilized in this analysis. The sales occurred within the past three years of the effective date.

Adjustments to this data were applied as necessary when compared with the subject property that will be discussed to follow. The sales are compared to the subject's useable site area of 265,000 square feet for valuation purposes.

Vacant Land Sale Market Data						
Comparable Sale #	Subject	#1	#2	#3	#4	#5
Address	XXX St. Hwy 25	XXX 11th St. S	XXX 28th St. SE	13176 St. Hwy 25	12041 St. Hwy 18	XXX St. Hwy 18
City	Brainerd	Brainerd	Brainerd	Brainerd	Brainerd	Brainerd
Site Size (SF)	265,000	62,511	108,900	399,446	65,340	385,506
Zoning	I-1; Lt. Indust.	I-1; Lt. Indust.	R-1; Resident.	C-1; Comm. 1	C-1; Comm. 1	C-1; Comm. 1
Traffic Vol. (AADT)	7200	N/A	4450	2750	8300	8300
Access/Type	State/Paved	City/Paved	City/Paved	State/Paved	State/Paved	State/Paved
Topo	Level	Level	Level	Sloped-Grad	Sloped-Grad	Level
City Sewer/Water	No	Yes	Yes	No	No	No
Sale Price		\$25,000	\$50,000	\$80,000	\$28,900	\$86,000
Sale Date		4/17/2020	11/21/2019	5/21/2019	10/30/2018	9/6/2018
Sale Price per SF		\$0.40	\$0.46	\$0.20	\$0.44	\$0.22
Adjusted Sale Price per SF		\$0.35	\$0.30	\$0.25	\$0.32	\$0.33

The resulting mean of the adjusted sale price data is **\$0.31/Sq. Ft.** and the median is **\$0.32/Sq. Ft.** The comparable sales information has been kept in the appraiser's custody. A comparable sale location map is provided as an attachment.

Crow Wing County EMV Data

The appraiser researched the history of EMVs for each subject property on this project and had discussions with the County Assessor regarding the trends of values indicated through market analysis. The current trend has been stable for industrial land values in the immediate area. Since the acquisition affects only land of this property, and no improvements, only the Estimated Market Value – Land is considered in the data analysis. The rates as they apply to the subject are below.

County EMV Data	2020 EMV	2019 EMV
County EMV Land (\$/Sq. Ft.)	\$0.048*	\$0.048*

*The Crow Wing County 2020 EMV data is well below the range of the comparable sale data as it includes the entire 30.72 acre north and south tracts. Applying the assessor's \$64,400 total estimated market value to the subject's useable site area of 265,000 square feet (excludes north tract wetland and entire south tract), the adjusted EMV land rate is \$0.24/Sq. Ft., which is within the range of the data. The EMV land rate for the subject parcel is consistent with the EMV land rates for comparable size properties to the subject. The comparable sale data is given the most consideration in the value conclusion.

RECONCILIATION

The comparable vacant land sales utilized in this analysis were the most comparable sales of those that have occurred in the subject's market area within the past three years. The sales were verified through eCRV records and/or conversations with a party to the transaction. The sales were analyzed on a price per square foot basis in comparison to the subject's Northerly Tract useable site area.

Adjustments

*Date of Sale – The sales occurred within the past three years. Based on pairing the sales used and county assessor EMV trends, no adjustments were found to be necessary for the sales used.

*Location – The sales were located in the city limits of Brainerd and the immediately surrounding areas. Adjustments for location consider traffic counts, availability of city services, zoning, and corner locations. The appraiser paired the sales used in addition to other data for location adjustments.

*Size (Economy of Scale) – Pairing the sales in addition to analyzing assessor data indicated an adjustment of 15% for every 50% difference in site size. Larger sites received a positive adjustment and vice versa.

*Other – Wetland areas contribute minimal value in comparison to buildable high ground. Adjustments were made for significant differences in wetland areas between the subject and comparable sales. Additional adjustments for significant differences between the subject and comps were considered as necessary, such as improvements, easements, shape, site utility, etc.

Comparable Sale Comments

*Comp #1 is located southwest of the subject in the Brainerd industrial park that has the same zoning, nominal traffic, and city sewer/water. The location required a small net positive adjustment and the smaller site size required a larger negative adjustment. The site has some wetland area that required a positive adjustment. This is the most recent sale but was given secondary consideration due to the industrial park location with limited identity.

*Comp #2 is located just south of the subject in a mixed-use area with similar traffic but has a corner location and city sewer/water, requiring a negative location adjustment. The smaller site required a negative adjustment. This is a recent sale that required fewer adjustments and was given primary consideration.

*Comp #3 is located southeast of the subject just outside city limits on the same state highway with inferior traffic, similar zoning, and no city sewer/water. The location required a positive adjustment. The larger site size required a positive adjustment. This sale required fewer net and gross adjustments and was given primary consideration.

*Comp #4 is located southeast of the subject just outside city limits on a state highway with similar traffic and zoning but has no sewer/water and has a corner lot requiring a small negative location adjustment. The smaller site size required a negative adjustment. This is a comparable sale with similar location and was given primary consideration.

*Comp #5 is located southeast of the subject just outside city limits on a state highway with similar traffic and zoning but has no sewer/water and a non-corner lot requiring no location adjustment. The larger site size required a positive adjustment. The property has wetland and a landlocked area that required a positive adjustment. This is a comparable sale with similar location and was given primary consideration.

The subject has industrial zoning, moderate traffic, a non-corner site and lacks city sewer/water and should trend near the average of the comps used. Comps #2-5 shared some of the most similar features with the subject of the sales used and best represented the subject's value.

The comparable sales were adjusted and weighted in accordance with their comparability to the subject, sale date and other factors. Based on the available market data and county EMV data, the estimate of land value for the subject property's Northerly Tract is reconciled at **\$0.30/Sq. Ft.** This rate will be utilized to determine a blended value for the TE calculations to follow.

Southerly Tract

The acquisition of Permanent Easement and a portion of the Temporary Easement impact the subject's Southerly Tract of land that is separated from the primary Northerly Tract. The southerly tract of land has limited functional utility and carries a different highest and best use from the northerly tract. For those reasons, this portion of the subject property is valued differently than the northerly tract that was established previously.

The appraiser analyzed assessor and market data to determine an appropriate value for the subject's southerly tract. There were limited sales available of parcels of land with similar features in the market area. The appraiser contacted the assessor to discuss their valuation techniques for land with limited functional utility. Typically, they value such land at a significantly discounted rate than the prime land rates. The appraiser analyzed four properties in the subject's area with similar landlocked areas or minimal functional utility like the subject's southerly tract, including Comp #5 from the sales grid. The data indicates that land such as this is valued by the assessor at 6% to 35% of the prime land rate, with a mean/median of approximately 20%. In other words, the land rate is discounted 80% from the prime land rate. This data is supported by a separate sale study of properties with limited utility due to significant wetland areas that suggested a range of 17% to 23% for acreage properties.

Therefore, based on this data, the value of the subject's Southerly Tract is reconciled at 20% of the land rate for the Northerly Tract; or 20% x \$0.30/Sq. Ft., or **\$0.06/Sq. Ft.** This rate will be utilized in the development of the PE calculations and utilized to determine a blended value for the TE calculations.

Blended Value Conclusion

Since the reconciled land rates will be utilized to develop the damages related to the acquisition of the temporary easements from the subject property; a blended value rate must be utilized to reflect the two different Tracts of land impacted by the temporary easement on the subject property.

Based on MnDOT mapping, approximately 55.5% (14,912 square feet) of the total TE area is located within the Northerly Tract on the north side of TH 25. The remaining 45.5% (11,938 square feet) of the total TE area is located within the Southerly Tract on the south side of TH 25.

Therefore, the blended value rate for the subject property to be utilized in the development of the TE calculations is: $(55.5\% \times \$0.30/\text{Sq. Ft.}) + (45.5\% \times \$0.06/\text{Sq. Ft.}) = \mathbf{\$0.1932/\text{Sq. Ft.}}$

The Permanent Easement only impacts the Southerly Tract; therefore, a blended rate is not necessary.

EASEMENTS ACQUIRED

Permanent Easement

Permanent Easement significantly affects the utility of the designated area, while the owner retains the underlying fee title. It is common and reasonable to compensate the owner 100% of the fee value for the Permanent Easement area. At the unit value of \$0.06 per SF, the value of the 26,410 SF of Permanent Easement is **\$1,585**.

Acquisition Type	Area (Sq.Ft.)	Market Value Rate (\$/Sq.Ft.)	Percentage of Fee Value	Adjusted Rate (\$/Sq.Ft.)	Acquisition Value
Permanent Easement	26,410	\$0.06	100%	\$0.06	\$1,585

Temporary Easement

The value of the Temporary Easement (TE) is calculated using the land rent method. Due to the temporary nature of the easement, a common valuation technique relates the easement term to a rental period. The fee value is related to an appropriate rental rate, typically 6 to 10% of fee value based on available ground lease data. For properties similar to the subject, an 8% rental rate is used. A monthly rental amount is determined based on the TE area and rental rate, which is further extended to a total rental amount for the TE period.

Since payment will be applied as a single upfront payment, as opposed to a series of annual payments, a present worth factor is considered, which will discount the total rent to a present value of the rent stream. Based on current treasury yield rates for a 5-7 year term, a reasonable discount rate of 1.5% is applied, and assumes no future increase in the land value over the rental period. The expiration date of the temporary easement is 12/01/2026, resulting in a total TE period of approximately 70 months as of the effective date of this valuation. The following table displays the factors and calculation of the TE value.

Annual Rent				
TE Area		Market Rent (\$/Sq.Ft.)		Annual Rent
		\$0.1932/Sq.Ft. @ 8%		
26855 Sq.Ft.	x	\$0.01546	=	\$415.07

Total Rent				
Monthly Rent		TE Term		Extension
\$34.59	x	70 Months	=	\$2,421

Present Value Factor				
Term		Discount Rate		Extension
70 Months	@	1.50%	=	67.069

Calculation of Damages				
Monthly Rent		Present Value Factor		Extension
\$34.59	x	67.069	=	\$2,320
Estimate of Damages for Temporary Easement				\$2,320

Severance Damage to the Remainder

Severance damage (reduction of market value to the remainder) was considered by the appraiser. Considering that the subject property remainder is not expected to experience any permanent detrimental condition, change, or restriction upon its highest and best use or utility, there is no expectation of severance damage per this acquisition. Compensation warranted for severance damage: \$0.

Items Acquired

There are no building or site improvements to be acquired for this proposed acquisition.

Cost to Cure

Improvements and materials located in the TE areas that need to be moved or salvaged will be the responsibility of the City of Brainerd per the construction agreement. There are no cost to cure items associated with the proposed acquisition.

ALLOCATION OF DAMAGES			
LAND ACQUIRED			
Type	Units	Rate	Value
Permanent Easement	26,410 Sq. Ft.	\$0.06/Sq. Ft.	\$1,585
EASEMENTS ACQUIRED			
Type	Units	Rate	Value
Temporary Easement	26,855 Sq. Ft.	(See Valuation Section)	\$2,320
IMPROVEMENTS ACQUIRED			
Type	Description		Value
Building Improvements	None		\$0
Site Improvements	None		\$0
DAMAGES TO REMAINDER			
Type	Description		Value
Severance Damages	None		\$0
Cost to Cure	None		\$0
Access Control	None		\$0
TOTAL DAMAGES			\$3,905
FINAL ESTIMATE OF COMPENSATION			
Rounded To		\$4,000	

ATTACHMENTS

Certificate of Appraiser
 Assumptions and Limiting Conditions
 Parcel Sketch
 Aerial Parcel Sketch
 Comparable Sale Location Map

CERTIFICATE OF APPRAISER

S.P. 1811-35RW
C.S. 1811 (25=18) 902

Parcel 1811-902-305

I hereby certify:

That on January 27th, 2021, I have personally inspected the property herein appraised and that the property owner/representative has been offered the opportunity to accompany me during an inspection. Such opportunity was afforded to Mr. Paul Sandy of City of Brainerd on January 19th, 2021, and the owner/representative (accepted/~~declined~~) the invitation to accompany me during the inspection. I have also personally made a field inspection of the comparable sales relied upon in making this appraisal and said photos are retained in the appraiser's work file. The subject is represented by the photographs contained herein.

I further certify that to the best of my knowledge and belief:

- The statements of fact contained in the appraisal herein above set forth are true, and the information upon which the opinions expressed therein are based as correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- That I understand that such appraisal is to be used in connection with the acquisition of real property for right of way for a transportation improvement to be constructed by the acquiring agency, and that such appraisal has been made in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), appropriate State laws, regulations, policies and procedures applicable to appraising of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established State law.
- That in making this appraisal, I have disregarded any increase or decrease in the before value caused by the project for which the property is being acquired.
- That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- That I have no direct or indirect present or prospective interest in the property that is the subject of this report or in any benefit from the acquisition of such property appraised, and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- That no one provided significant real property appraisal assistance to the persons signing this certification.
- That I will not reveal the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency until authorized by agency officials to do so, or until I am required to do so, by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- That my independent opinion of the fair compensation for said parcel, as of the 27th day of January 2021 is \$4,000.00 and that the conclusion set forth in this appraisal was reached without collaboration or direction as to value.



Digitally signed by Eric
Montague
Date: 2021.03.24 13:05:21
-05'00'

March 24th, 2021
Signature/Report Date

Eric M. Montague
MN Certified General Real Property Appraiser
License No. 20513633; State of MN through August 31, 2022

Disclaimer Statement

In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea-formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by this appraiser; nor does this appraiser have any knowledge of the existence of such materials on or in the property. This appraiser, however, is not qualified to detect such substances. The existence of urea-formaldehyde insulation or other potentially hazardous waste material may have an effect on the value of the property. Clients are urged to retain an expert in this field if desired.

Likewise, detection of ground contamination by toxic substances is a specialized field and must be undertaken by a specialist with the qualifications to make such determinations. If any concern exists, clients are urged to retain the services of such a specialist to make a determination of any potential ground contamination or similar conditions.

Statement of Assumptions and Limiting Conditions

The certification of the appraiser appearing in the appraisal report is subject to the following assumptions and limiting conditions and to such other specific and limiting conditions as are set forth by the appraiser which may appear within the body of this report.

1. The value reported herein is an opinion only and not warranted as, or a representation of fact.
2. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
3. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. The appraiser has made no survey and assumes no responsibility in connection with such matters.
4. The legal description furnished is assumed to be correct.
5. Any distribution of the value within this report applies only under the program of utilization as outlined herein. The separate valuations of sections of the property must not be used in conjunction with any other appraisal and are invalid if so used.
6. It is an express condition of this report that the appraiser is not required to give testimony or appear in court because of having made this appraisal, and in reference to the property in question, unless arrangements have been previously made therefore.
7. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear under responsible ownership and competent management.
8. This report is for the exclusive use of Mn/DOT. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any person(s) but the Mn/DOT without the previous written consent of the appraiser or the Mn/DOT and then only with proper qualifications. Unauthorized transmittal of the report or its conclusion invalidates this report.
9. Neither all, nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, particularly as to valuation conclusions, identity of the appraiser or firm with which the appraiser is connected or any references to any professional organization with which the appraiser is connected without written consent and an approval by the appraiser.
10. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such factors.
11. Information, estimates, physical measurements, dimensions area and opinions furnished to the appraiser and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished can be assumed by the appraiser.
12. No percolation testing or engineering was conducted. It is assumed the site(s) is buildable.
13. All major improvements considered in this appraisal appear to be structurally sound unless otherwise noted in this report. However, not being a qualified engineer, the appraiser accepts no responsibility for structural or mechanical failures which would not be reasonably obvious in the scope of an appraiser's normal inspection.
14. The client specifically waives any claim arising out of financial loss due to structural defects in the property and admits that the appraiser's opinion is based on reasonably sound structural conditions.
15. The appraiser takes no responsibility for the detection of any violations related to conservation, pollution, environmental protection, zoning, subdivision regulations, building codes, or any other regulatory statutes, ordinances, by-laws, regulations or other legal constraints.

Statement of Assumptions and Limiting Conditions (Cont...)

16. The appraiser accepts no responsibility for the existence or discovery of liens whether presently existing or hereafter arising on account of any indebtedness or liability to the state in which it is located or to the EPA with regard to hazardous waste.
17. In this appraisal assignment, the existence of potentially hazardous material on site used in the construction or maintenance of any building on the property, such as the presence of urea formaldehyde foam insulation, asbestos in any form, and/or the existence of toxic waste, or Radon gas, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances. The client is urged to retain an expert in this field.
18. In the event this valuation involves new construction, rehabilitation, conversion, or any other manner of change, improvement, or addition, the value if reported on an "as completed" basis, is subject to the total and full completion of the project described, in a first class manner, and in full and substantial compliance with the plans, descriptions, and/or specifications furnished to us. Such completion is assumed to be within a reasonable time from the date of the report, barring the intervention of catastrophe, strikes, government actions, or the effects of any other force majeure, in which event a revision of this report would be required.
19. In the event this report deals with feasibility, competent management of the project is assumed.
20. No representation is made as to compliance with plans or specifications. The appraiser assumes no liability for deviations from construction specifications.
21. The appraiser undertakes this assignment with the specific understanding that there is no third party beneficiary to the contract between the appraiser and client.
22. The appraisers' estimate of "Fair Market Value" is valid only for date specifically set forth in the report, no responsibility can be assumed for social, economic, physical, or governmental actions that may occur after that date which would result in change in market conditions, and therefore affecting appraiser's estimate.
23. The Americans with Disabilities Act (ADA) became effective on January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since this appraiser has no direct evidence relating to this issue, there has been no consideration for the possible non-compliance of ADA requirements in estimating the value of the property, except as supported by the market.

PARCEL SKETCH



DEPARTMENT OF
TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1811 (25=18) 902
State Project: 1811-35RW
Owner: City of Brainerd

County: Crow Wing

Parcel Number: 305
Sheet 1 of 4
Scale 1 inch = 400 ft.



Layout sketch by Lisa Hoheisel

Created on March 12, 2021

AERIAL PARCEL SKETCH



DEPARTMENT OF
TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1811 (25=18) 902

State Project: 1811-35RW

Owner: City of Brainerd

County: Crow Wing

Parcel Number: 305

Sheet 2 of 4

Scale 1 inch = 400 ft.



Layout sketch by Lisa Hoheisel

Created on March 12, 2021

PARCEL SKETCH

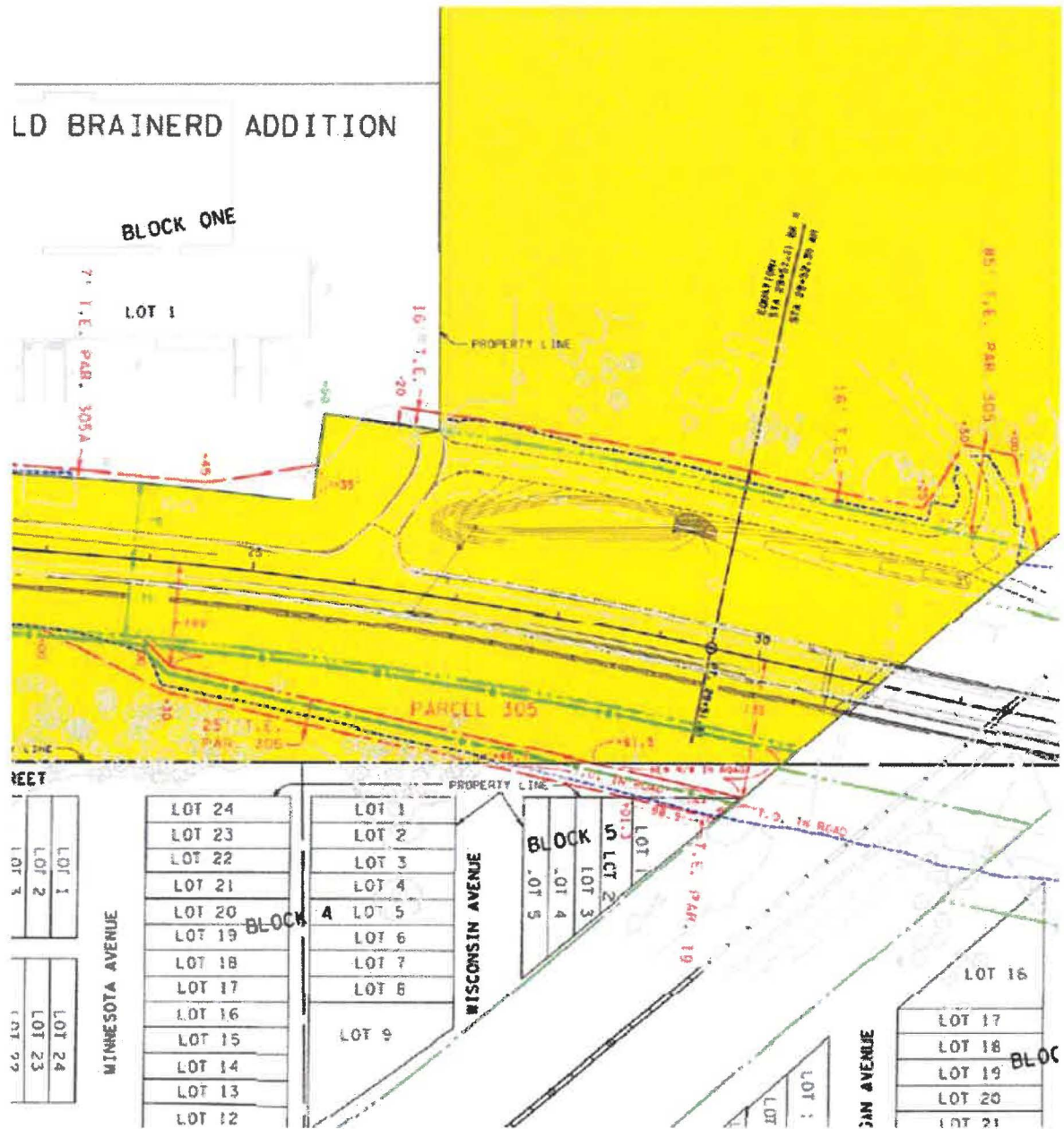
DEPARTMENT OF
TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1811 (25=18) 902
State Project: 1811-35RW
Owner: City of Brainerd

County: Crow Wing

Parcel Number: 305
Sheet 3 of 4
Scale 1 inch = 140 ft.



Layout sketch by Lisa Hoheisel

Created on March 12, 2021

AERIAL PARCEL SKETCH

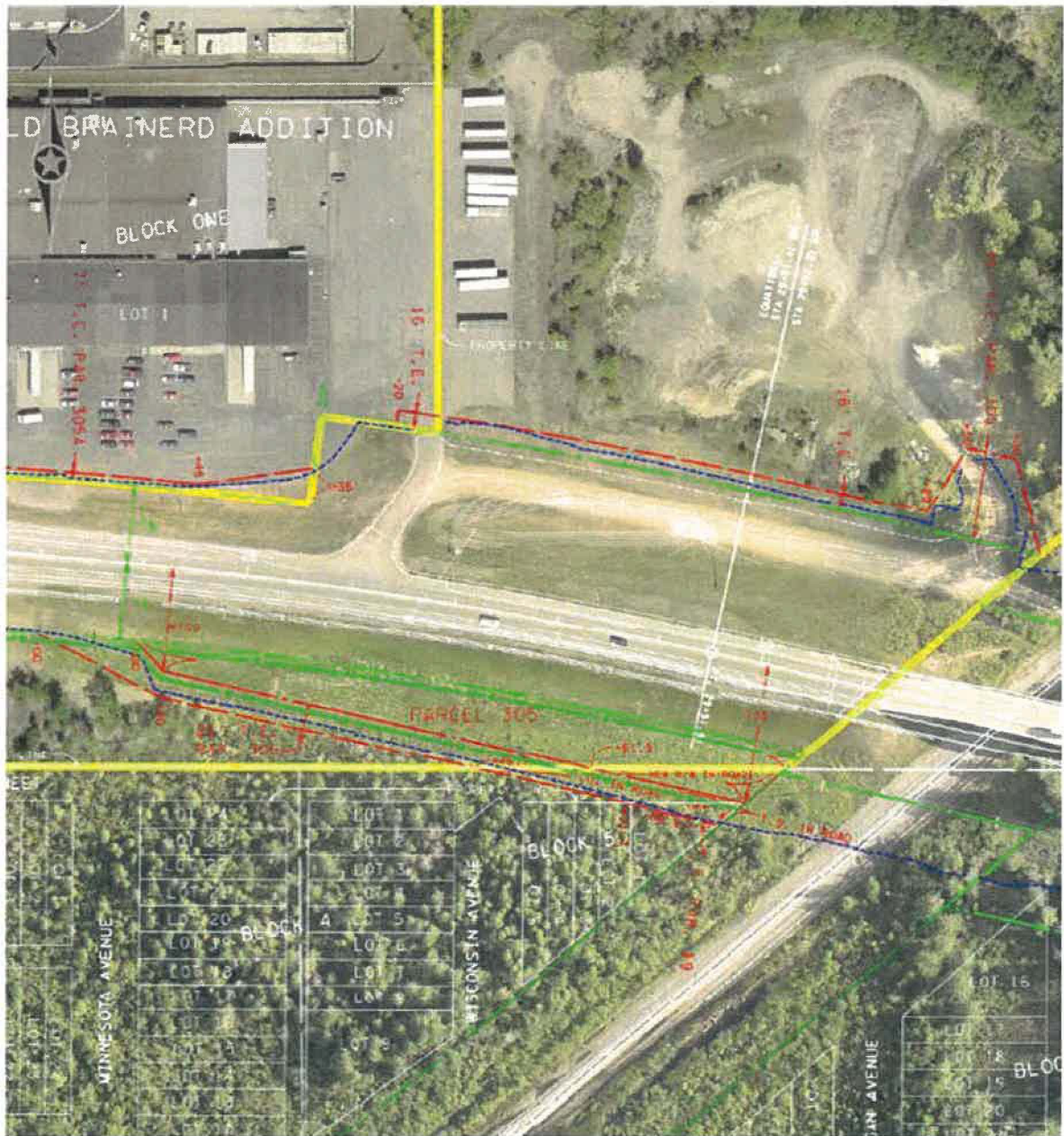


DEPARTMENT OF
TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 1811 (25=18) 902
State Project: 1811-35RW
Owner: City of Brainerd

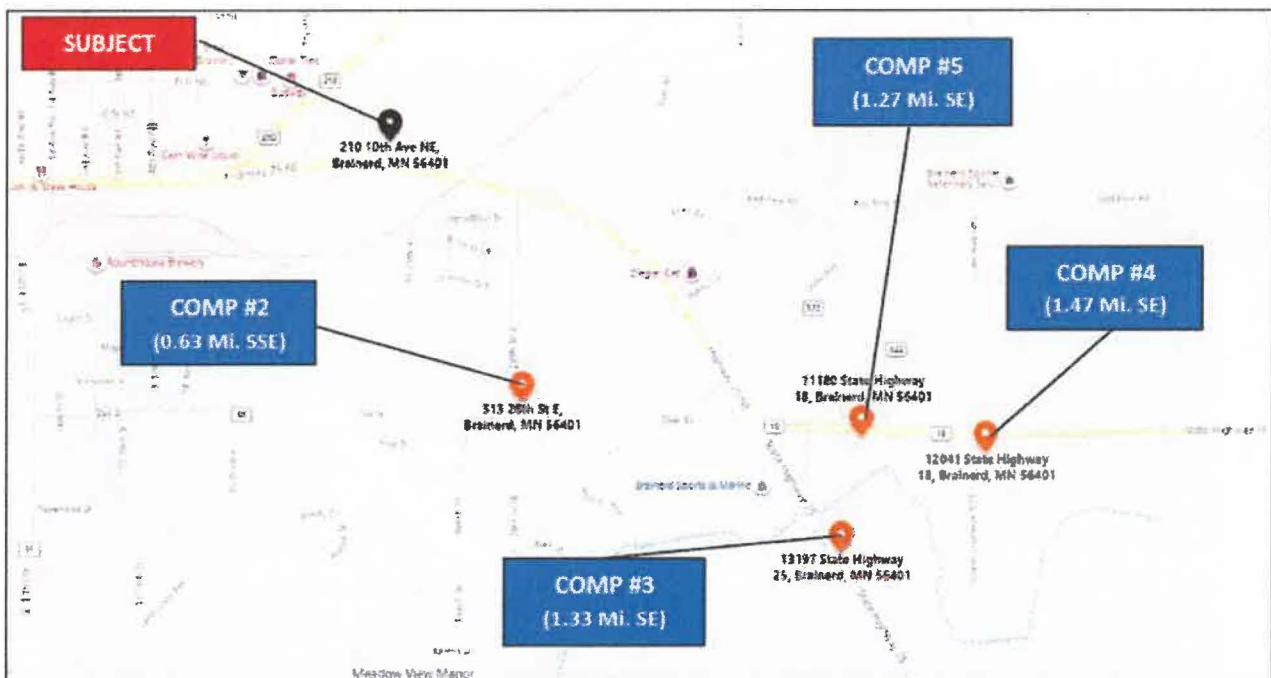
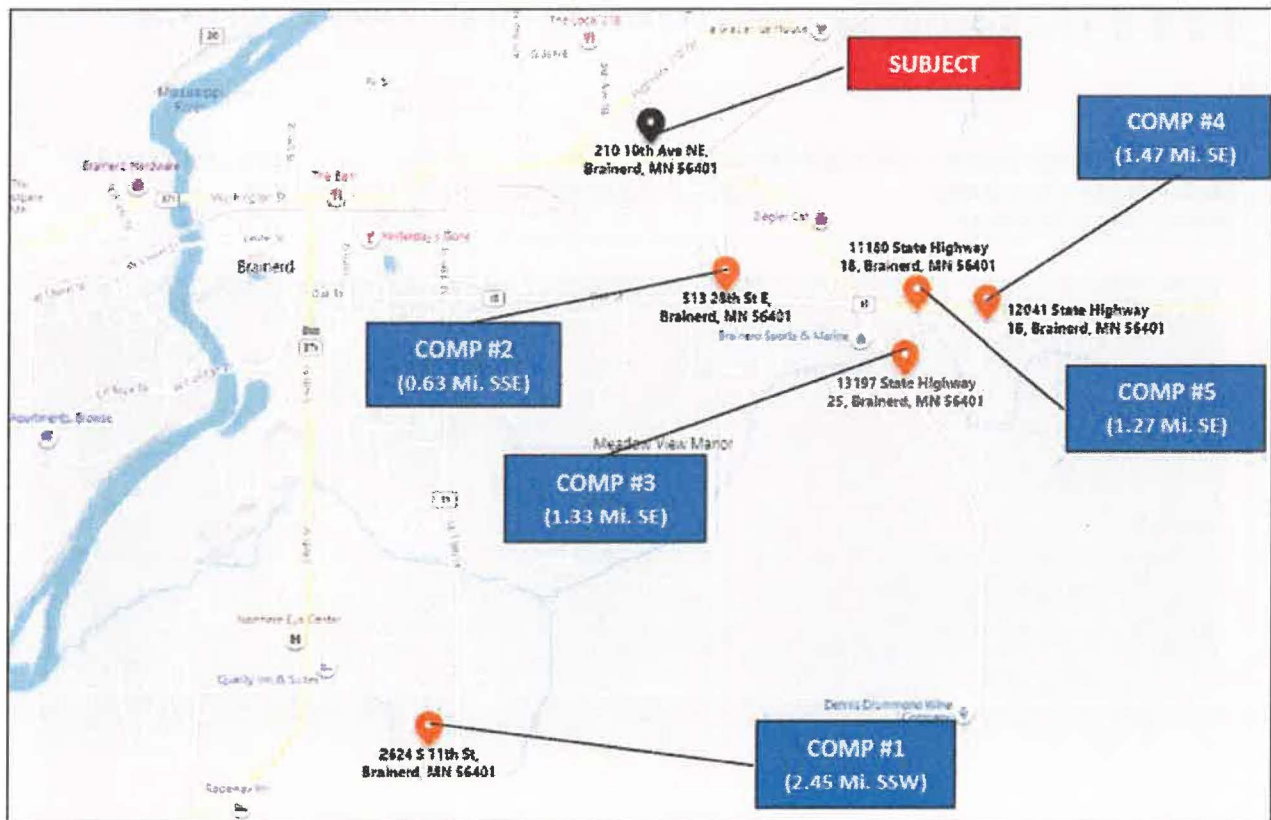
Parcel Number: 305
Sheet 4 of 4
Scale 1 inch = 140 ft.



Layout sketch by Lisa Hoheisel

Created on March 12, 2021

COMPARABLE SALE LOCATION MAPS



Source: Bing Maps (*Distances from subject approximated using Bing Maps; addresses are for mapping purposes only)

Date: 5/11/21 cert mail

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

State Project #: 1811-35RW
Control Section #: 1811 (25=233) 902
Project Job #: TRW235050
County: Crow Wing
Parcel: 305 - City of Brainerd
Property Address: Brainerd, MN 56401

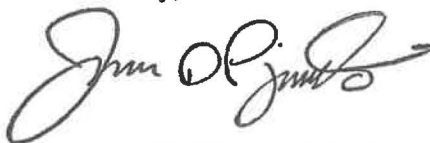
The State of Minnesota, acting through its Department of Transportation (MnDOT), will be purchasing a portion of your property for improvements to Highway 25. The person delivering this purchase package is a representative of MnDOT and will explain the procedures involved in the land acquisition process.

This package includes a copy of an appraisal completed by MnDOT for the property being purchased. The certified appraised amount offered to you is \$4,000.00. This amount includes \$.00 for the real estate being acquired and \$4,000.00 for damages or loss in value to the remaining property.

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

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

Sincerely,



Joseph D. Pignato, Director
Office of Land Management

Enclosures:

"Guide for Property Owners" Booklet

Legal Description describing acquisition

Offer to Sell and Memorandum of Conditions (reference copy if applicable)

Conveyance Instrument (reference copy if applicable)

"Relocation Assistance" Booklet (if applicable)

Valuation Report

Appraisal Reimbursement Claim form

Acquisition Incidental Claim form

Plat map (if applicable)

Parcel sketch

Receipt of Valuation Report:

Date: _____

Owner: _____



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Request to Approve Testing Services Contract - Imps 20-05 and 20-06

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Engineering
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is two proposals for testing services for Improvements 20-05 and 20-06.	
Alternatives, Options, Effects on Others/Comments: The testing services proposals for this work are from Braun Intertec and ITT (Independent Testing Technologies). We used ITT last year for our local project in northeast Brainerd. You can see a significant price difference between the two proposals presented. Unfortunately, the contractors operations have a substantial part in this and how quickly things get done. I will say from the estimates that Braun's seems to be more conservative, and I have never seen a quantity of tests go over on a Braun contract (they are being more conservative in the number of tests). From ITT's proposal, it looks like they are being less conservative with the number of tests. ITT's proposed unit costs are less than Braun's in most cases, and it will take quite a few tests over what ITT is proposing to reach Braun's number, so therefore, staff is recommending we award the testing services to ITT in the amount of \$8,550.00.	
Recommended Action/Motion: Staff recommends authorizing the testing services contract with Independent Testing Technologies in the amount of \$8,550.00.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>8,550</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> Testing services become part of the engineering expenses for the project, in which a portion are assessed and the respective portions of the rest of the amount being attributed proportionally to each fund (Construction, Sanitary, Storm, BPU Water, etc.).	



INDEPENDENT TESTING TECHNOLOGIES

337 31st Avenue South • Waite Park, MN 56387 • (320) 253-4338 • www.independenttestingtech.com

May 17, 2021

Mr. James J. Fladung
Assistant City Engineer
501 Laurel Street
Brainerd, MN 56401

E-Mail: jfladung@ci.brainerd.mn.us

RE: **ITT Proposal #05-31
Improvement Project 20-05 & 20-06
Madison Street Reconstruction & Southeast Brainerd Resurfacing
Brainerd, Minnesota**

Dear Mr. Fladung,

We are pleased to submit this proposal to provide the construction materials testing for the above referenced project in Brainerd, Minnesota. We will provide, on an on-call basis, certified and experienced field and laboratory consultants to conduct the necessary testing services for the project as detailed on the attached cost estimate.

Based on our estimated quantities and scope of service, the cost for testing services will be **\$8,550.00**. Please note that if all the tests we have estimated are not conducted, you will only be billed for the tests performed.

Mr. Fladung, we would be pleased to work with you on this project. If you have any questions about our company or the scope of services we offer, please feel free to contact me. I look forward to hearing from you.

Sincerely,

Tyler T. Burkes, EIT
Construction Materials Division Manager / Estimator

Independent Testing Technologies, Inc.
337 31st Avenue South
Waite Park, MN 56387
Phone: 320-253-4338

May 17, 2021
Proposal #05-31

Client: **City of Brainerd – James J. Fladung**

Project: **ITT Proposal #05-31**
Improvement Project 20-05 & 20-06
Madison Street Reconstruction & Southeast Brainerd Resurfacing
Brainerd, Minnesota

Cost Estimate:

<u>Description</u>	<u>Qty.</u>	<u>Unit Rate</u>	<u>Extension</u>
<u>Roadway Scope</u>			
Project Management, hourly	4	\$ 85.00	\$ 340.00
Laboratory Proctor Tests – Utilities/Subgrade, each	3	\$ 180.00	\$ 540.00
Nuclear Density Tests – Utilities/Subgrade, each	22	\$ 30.00	\$ 660.00
Laboratory Proctor Tests – Aggregate Base, each	—	\$ 180.00	AS NEEDED
Nuclear Density Tests – Aggregate Base, each	—	\$ 30.00	AS NEEDED
Gradations – Aggregate Base, each	6	\$ 85.00	\$ 510.00
Bituminous Properties (Extraction, Gradation & Air Voids), each	7	\$ 350.00	\$ 2,450.00
Nuclear Density Tests – Wear Course, each	—	\$ 50.00	AS NEEDED
Trip Charges (Travel Time & Mileage), each	16	\$ 100.00	\$ 1,600.00
Subtotal:			\$ 6,100.00
<u>Concrete Testing</u>			
Concrete (Air, Slump, Casting, Curing, Compression of Cylinders), per set of 3	10	\$ 145.00	\$ 1,450.00
Trip Charges (Travel Time & Mileage), each	10	\$ 100.00	\$ 1,000.00
Subtotal:			\$ 2,450.00
TOTAL:			\$ 8,550.00

Submitted By:
Tyler T. Burkes, EIT
tylerb@ittmn.com

June 1, 2021

Proposal QTB140214

Mr. James Fladung, PE
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Re: Proposal for Construction Materials Testing Services
Madison Street Reconstruction and SE Brainerd Resurfacing
City Projects 20-05 & 20-06
Brainerd, Minnesota

Dear Mr. Fladung:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Madison Street Reconstruction and SE Brainerd Resurfacing projects in Brainerd, Minnesota.

We will have several projects under construction in the Brainerd area during the 2021 construction season, including the State Aid Roundabout and NW 3rd Street projects. Whenever possible we will utilize staff already in the area to minimize travel time and trip expenses, which is not be reflected in this proposal. For estimating purposes, we estimated this project using mobilization from our St. Cloud office.

Our Understanding of Project

The 20-05 project will include the reconstruction of Madison Street, from SE 11th Street to 260 feet East of 13th Street SE. The 20-06 project will include the reconstruction of St. Louis Avenue, Chicago Avenue, Portland Avenue, Rosewood Street, 15th Street SE, Quince Street, 16th Street SE, Walnut Street, and Pine Street. Work will include pavement subgrade preparation, aggregate base placement, new concrete curb and gutter and driveways, and a new bituminous pavement. Improvements to the storm, sewer utilities will also be part of this project.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by the City of Brainerd, dated March 31, 2021.
- Discussions with you, Mr. James Fladung, regarding project schedule and scope of work.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Sample and test aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.

Concrete Related Services

- Sample and test fresh concrete associated with curb-and-gutter, sidewalks and driveways for compliance with the project documents and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Bituminous

- Sample and test the bituminous mixture properties.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume three trips will be required to obtain the aggregate base samples for laboratory testing.

- We understand the project is using the quality compaction method for the utility trenches, subgrade, and aggregate base.
- We assume 24 sets of concrete tests will be required to complete the project.
- We assume four trips will be required to obtain the bituminous mixture samples for laboratory testing.
- We assume the project is using the ordinary compaction method for bituminous pavements.
- We understand your full-time on-site construction observer will observe the test rolling for this project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$23,316.00**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for

overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Brett Gruber at 320.428.8578 (bgruber@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Thomas L. Henkemeyer
Senior Project Manager



Shaun W. Sevigny, PE
Director



Brett P. Gruber
Business Unit Manager

Attachments:
Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB140214

City Improvements No. 20-05 & No. 20-06

Client:

City of Brainerd
James Fladung
501 Laurel St
Brainerd, MN 56401
(218) 828-2309

Work Site Address:

Various City Streets
Brainerd, MN

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$1,830.00
209□	Sample pick-up	10.00	Hour	82.00	\$820.00
1162□	Sieve Analysis with 200 wash, per sample	5.00	Each	136.00	\$680.00
1861□	CMT Trip Charge	3.00	Each	110.00	\$330.00
Activity 1.2	Concrete Testing				\$15,894.00
261□	Concrete Testing	96.00	Hour	82.00	\$7,872.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	4.00	Trips	4.00	16.00
	Curb & Gutter	15.00	Trips	4.00	60.00
	Driveways	5.00	Trips	4.00	20.00
1364□	Compressive strength of concrete cylinders, per specimen	72.00	Each	31.00	\$2,232.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	4.00	Set	3.00	12.00
	Curb & Gutter	15.00	Set	3.00	45.00
	Driveways	5.00	Set	3.00	15.00
278□	Concrete Cylinder Pick up	25.00	Hour	82.00	\$2,050.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	10.00	Trips	2.50	25.00
1861□	CMT Trip Charge	34.00	Each	110.00	\$3,740.00
Activity 1.3	Pavement Testing				\$3,500.00
209□	Sample pick-up	12.00	Hour	82.00	\$984.00
1744□	MnDOT Verification Without Percent Crush & FAA	4.00	Each	519.00	\$2,076.00
1861□	CMT Trip Charge	4.00	Each	110.00	\$440.00
Activity 1.4	Project Management				\$2,092.00
226□	Project Manager	10.00	Hour	160.00	\$1,600.00
238□	Project Assistant	6.00	Hour	82.00	\$492.00
Phase 1 Total:					\$23,316.00

Proposal Total:	\$23,316.00
------------------------	--------------------

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Request to Review South 6th Street Aesthetics Policy for 2022 Construction

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer/Interim PW Director Sandy	Department: Engineering
Presenter (Name & Title): City Engineer/Interim PW Director Sandy	Estimated Time Needed: 10 Minutes
Summary of Issue: MnDOT is working towards some goals and deadlines for preliminary plan completion by mid-July and had a few aesthetic questions related to the S 6th Street project from Joseph Street to Greenwood Street.	
Alternatives, Options, Effects on Others/Comments: The first of the aesthetic options is the retaining wall between Joseph Street and Ronald Street. MnDOT is planning for a poured in place wall, but the questions comes of color and texture or stamping on the wall itself. Staff had the thought to match what is on College Drive near the highschool as closely as possible, but wanted to have the Committee and Council concurrence. The other policy decision to make is related to the center medians and any other concrete on the project. Staff is assuming that standard grey sidewalk is preferred to match the other sidewalk on S 6th Street, but the medians are an opportunity to incorporate some color, and the other area of color to consider is on the west side of the highway near Cedar Street where the slope becomes to great to mow the grass properly, so the intention would be to make that a hard surface also. Staff thought that the red color we have been using in other circumstances would be best, but also wants consideration of the council on any other colored concrete they prefer. Staff will have the layout up at the meeting to assist in discussion. Following MnDOT's cost participation policy for a Level B, Category 2 project, MnDOT can contribute 5% for aesthetics related to the total cost of the wall. This is anything over and above the normal structural design of the wall. All other treatments, MnDOT can contribute 2% of the cost of the item (i.e. sidewalk, median, etc.) for aesthetic purposes. While we will not know the cost of the treatments until near final design, this gives you an idea of what their policy is.	
Recommended Action/Motion: Staff would like discussion and a recommendation for aesthetic treatments to forward on to MnDOT design staff.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

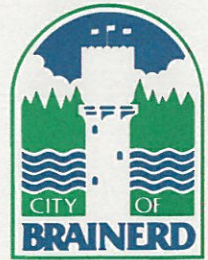


Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Appeal - 1518 Quince St Nuisance Abatement

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): David Chanski, CDD	Estimated Time Needed: 15 minutes
Summary of Issue: On May 18, 2021, the Community Development Department issued an Order of Abatement to Ms. Cheryl Strand at 1518 Quince St for violating Section 900 of the City Code which states, "no person shall keep, maintain, or otherwise house more than a total of four cats or dogs over the age of four months within any household of the City of Brainerd." Housing, keeping, or maintaining more than 4 dogs is considered operating a commercial kennel, which is deemed a nuisance by Section 900.11. City Code Section 2010.13, subdivision 6(a), states that those issued a notice of nuisance abatement have 14 days from the day the order is issued to comply with the Code. The recipient of the order may request a hearing before the Hearing Examiner, which is the Safety and Public Works Committee of the City Council, within 14 days of the order. In this case, such a request must be submitted in writing to the Community Development Director at 501 Laurel Street, Brainerd, MN 56401 and be received no later than 4:30 p.m. on Tuesday, June 1. Ms. Strand submitted the attached appeal on Friday, May 28.	
Alternatives, Options, Effects on Others/Comments: Per the City Attorney, the appeals hearing should proceed as follows: - As the party appealing the Order, Ms. Strand shall first present her testimony and evidence concerning the violation. (The City shall have the opportunity to cross-examine any witnesses). - The City may then present any additional evidence and witnesses, whom Ms. Strand may cross examine. - Ms. Strand and then the City may give a closing argument if they wish. - The SPW Committee will then prepare, or have prepared, its findings. Those findings and conclusions will affirm, repeal or modify Community Development Director Chanski's Order.	
Recommended Action/Motion: Motion to affirm, repeal or modify Community Development Director Chanski's order to abate the nuisance of housing, keeping, or maintaining more than 4 dogs at 1518 Quince St. for failure to comply with Section 900 of the City Code.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i> Any cost incurred by the abatement of this nuisance will be assessed to the property taxes at 1518 Quince St.	



www.ci.brainerd.mn.us

May 18, 2021

ABATEMENT ORDER

Ms. Cheryl Strand
1518 Quince St.
Brainerd MN, 56401

Dear Ms. Strand,

On May 4 of this year, you were issued a notice that you must immediately come into compliance with Section 900.13 of the City Code, which states "no person shall keep, maintain, or otherwise house more than a total of four cats or dogs over the age of four months within any household of the City of Brainerd." Housing, keeping, or maintaining more than 4 dogs is considered operating a commercial kennel, which is deemed a nuisance by Section 900.11.

Since the issuance of that notice as well as multiple administrative citations, you have not come into compliance with the Code and continue to house more than 4 dogs on your property. Additionally, during their regular meeting on Monday, May 17, the City Council declined to consider your request for abeyance, upholding their unanimous vote on May 3rd to enforce the ordinance in full.

Therefore, you are hereby given notice pursuant to City Code Section 2010.13, subdivision 6(a), that you have 14 days from today to comply with the Code by reducing your number of dogs to a maximum of four. You may request a hearing before the Hearing Examiner, which is the Safety and Public Works Committee of the City Council, within 14 days of this order. Such a request must be submitted in writing to the Community Development Director at 501 Laurel Street, Brainerd, MN 56401 and be received no later than 4:30 p.m. on Tuesday, June 1. If you do not comply with this order, nor appeal the matter to the Hearing Examiner, the City shall proceed with summary abatement on Wednesday, June 2 by removing all unlicensed animals from your property. Any cost incurred by this abatement will be assessed against your property.

Respectfully,

David C. Chanski, MPA
Community Development Director

Cc: Brainerd Police Department
Brainerd Animal Control
Brainerd City Administrator
Brainerd City Attorney

From: [National Boxer Rescue](#)
To: [David Chanski](#)
Subject: Violations
Date: Friday, May 28, 2021 5:58:13 PM

David,

This is being emailed because we don't have access to a printer where we are at at the moment so email will have to suffice. Clem and I would like to contest/appeal both violations and the abatement order that you sent and request a hearing before the Hearing Examiner since you continued to harass us with these correspondences without valid reason.

Cheryl was gone from our property with the rescue dogs on 05/17/2021 and no one showed up there or even knocked on the door to see if the dogs left were the dogs that are registered with the city as Clem and our son were there as well as our cameras that are monitored. Clem left with our personal dogs on 05/18/2021. No one from your office ever came on 05/13/2021 either. We didn't receive your last letter for a bit of time because we weren't at our home.

We would like the opportunity to be heard in front of an IMPARTIAL HEARING EXAMINER.

Appreciated,
Cheryl Strand and Clement Aberle
1518 Quince Street
Brainerd, MN 56401

Re: Administrative Citations: EN21-0219 x 2, Abatement Order, threatening email and letter.

May 4, 2020

Ms. Cheryl Strand
1518 Quince St.
Brainerd MN, 56401

Dear Ms. Strand,

The City Council voted to uphold the Planning Commission's recommendation to not proceed with your requested amendment to Section 900 of the City Code during their regular meeting on Monday, May 3. Additionally, the Council directed staff to commence full enforcement of Section 900 immediately.

Therefore, you must immediately come into compliance with Section 900.13 of the City Code, which states "no person shall keep, maintain, or otherwise house more than a total of four cats or dogs over the age of four months within any household of the City of Brainerd." Housing, keep, or maintaining more than 4 dogs is considered operating a commercial kennel, which is considered a nuisance by Section 900.11.

Failure to comply with the regulations set forth in Section 900 of the City Code shall warrant the issuance of \$100 administrative citations.

Respectfully,

David C. Chanski, MPA
Community Development Director

Cc: Brainerd Police Department
Brainerd City Administrator



This citation charges you with one or more violations of the City Code

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Community Development Department – 218/828-2307

EN21-0219

Date of Violation: 05/13/2021

Parcel ID: 41250684

Violator(s): ABERLE, CLEMENT R
1518 QUINCE ST
BRainerd, MN 56401

Location/Address of Violation: **1518 QUINCE ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
Section 900 - Animals	City Code Violation	\$100.00

Citation Amount Due: \$100.00

Payment Due By: 30 Days from Date of Violation

Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to: City of Brainerd, submitted to the Community Development Department, City Hall - 501 Laurel Street; Brainerd, MN 56401.

Re-inspection Date: 05/17/2021 Must show proof that the property is compliant with Section 900 of the City Code which regulates the number of animals to (4) per property.

An additional citation will be issued if the violation is not corrected by the re-inspection date. Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: David Chanski, Community Development Director

Date: 05/13/2021

Representative's Signature:

(served via first class mail)



This citation charges you with one or more violations of the
Zoning Code

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Community Development Department – 218/828-2307

EN21-0219

Date of Violation: 05/17/2021

Parcel ID: 41250684

Violator(s): ABERLE, CLEMENT R
1518 QUINCE ST
BRainerd, MN 56401

Location/Address of Violation: **1518 QUINCE ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
Section 900 - Animals	Zoning Code Violation	\$100.00

Citation Amount Due: \$100.00

Payment Due By: 30 Days from Date of Violation

Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to: City of Brainerd, submitted to the Community Development Department, City Hall - 501 Laurel Street; Brainerd, MN 56401.

Re-inspection Date: 05/21/2021 Must show proof that the property is compliant with Section 900 of the City Code which regulates the number of animals to (4) per property.

An additional citation will be issued if the violation is not corrected by the re-inspection date. Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: David Chanski, Community Development Director

Date: 05/17/2021

Representative's Signature:

(served via first class mail)



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: First Reading - Proposed Ordinance 1516 - Ordinance Amending the Braine

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☒ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Administrator Bergman and Attorney Langel	Department: Administration
Presenter (Name & Title): Administrator Bergman and Attorney Langel	Estimated Time Needed: 15 minutes
Summary of Issue: The Charter Commission has been meeting regularly to review the Charter. They decided to review the Charter in phases: 1) Those provisions that are either duplicative of, or inconsistent with, State law; 2) Those provisions that are in the Charter but are not being done as written; and, 3) Additional items that the Commission would like to consider for discussion. The Council adopted Ordinance 1513 which was the first phase of the Charter amendments.	
Alternatives, Options, Effects on Others/Comments: After adopting Ordinance 1513, the Charter Commission began phase two of their review of the Charter. They have approved a motion to forward the recommended changes in Ordinance 1516 to the City Council for approval.	
Recommended Action/Motion: Motion to hold/dispense with the first reading of Proposed Ordinance No. 1516, an ordinance amending the Brainerd City Charter.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

ORDINANCE
No. 1516

AN ORDINANCE AMENDING THE CITY CHARTER

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Chapter One of the Charter is renumbered as follows:

CHAPTER ONE
NAME, BOUNDARIES, POWERS AND DIVISIONS

1. ~~SECTION 1.~~ All that district of country in the county of Crow Wing contained within the limits and boundaries as now are or hereafter may be established shall be a City by the name of "Brainerd," and all the people now inhabiting, and those who shall hereafter inhabit the same district shall be a municipal corporation by the name of "The City of Brainerd", and by that name may sue and be sued, plead and be impleaded, in any court; make and use a common seal, and alter it at pleasure; take and hold, lease and convey, all such real personal and mixed property as the purposes of the corporation may require, or the transaction or exigencies of the business may render convenient, within or without the limits of such district; shall be capable of contracting and being contracted with, and shall have all the general powers possessed by municipal corporations at common law, and, in addition thereto, shall possess all powers hereinafter specifically granted; and all the authorities thereof shall have perpetual succession.
2. ~~SECTION 2.~~ That the Council be empowered to divide the City of Brainerd by ordinance into four (4) wards as equal in size and population as practicable. The Council must, within 60 days after each U.S. decennial census, readjust the boundaries of the four (4) wards provided there is a 10% or more deviation in population among said wards and if the Council does not do so, the Charter Commission of the City of Brainerd is empowered to do so.
 - a. **FIRST WARD:** All of the territory south of the main line of the Burlington Northern Santa Fe Railroad and east of the Mississippi River beginning at the mainline railroad tracks and following said River south to the south City limits/Woodland Hills Lane, thence east to Greenwood Street, thence south to the centerline of the South 6th Street/Business Highway 371, thence northeast to the centerline of County Road 117, thence east to the centerline of the Spur Line Trail, thence north to the centerline of Willow Street, thence west to the centerline of South 6th Street/Business Highway 371, thence north to the centerline of Rosewood Street, thence east to the centerline of South 7th Street, thence north to the centerline of Quince Street, thence east to the centerline of the Spur Line Trail, thence north to the mainline railroad tracks of the Burlington Northern Santa Fe Railroad, thence west to the Mississippi River to the point of beginning.

- b. SECOND WARD: All of the territory within the City limits west/northwest of the Mississippi River, and, southeast of the Mississippi River commencing at the intersection of the centerline of the Mississippi River and the main line of the Burlington Northern Santa Fe Railroad, thence east along the railroad tracks to the centerline of North 8th Street, thence north to the centerline of Washington Street, thence east to the centerline of North 10th Street, thence north to the centerline of Grove Street, thence east to the centerline of North 11th Street, thence north along North 11th Street to the centerline of Evergreen Avenue, thence northeast to the Public Access driveway, thence north along the driveway to the centerline of the Mississippi River.
- c. THIRD WARD: All of the territory north of the main line of the Burlington Northern Railroad and east of a line commencing at the intersection of the Burlington Northern Santa Fe main line track and the centerline of North 8th Street, thence north along North 8th Street to the centerline of Washington Street, thence east to the centerline of North 10th Street, thence north to center line of Grove Street, thence east to the centerline of North 11th Street, thence north to the centerline of Evergreen Avenue, thence northeast to the Public Access Driveway, thence north along the driveway to the centerline of the Mississippi River, thence northeasterly along the centerline of the Mississippi River to the east City limits.
- d. FOURTH WARD: All of the territory South of the main line of the Burlington Northern Railroad and east of a line commencing at the intersection of the Burlington Northern Santa Fe main line track and the centerline of the Spur Line Trail, thence south to the centerline of Quince Street, thence west to the centerline of South 7th Street, thence south to the centerline of Rosewood Street, thence west to the centerline of South 6th Street/Business Highway 371 thence south to the centerline of Willow Street, thence east to the centerline of the Spur Line Trail, thence south to the centerline of County Road 117, thence west to the centerline of South 6th Street/Business Highway 371, thence south to the south City limits.

SECTION TWO: Chapter Two is amended and renumbered as follows, with underlined language added and deleted language struck out, and Sections 14, 20, 21, 22, 28, 31 and 41 are hereby repealed.

CHAPTER TWO OFFICERS AND ELECTIONS

- 1. ~~SECTION 3.~~ The elective officers of the City shall be a Mayor and seven ~~Aldermen~~ City Council Members. Of the seven ~~Aldermen~~ Council Members, three shall be elected at large and one from each ward. All elective officers shall be residents of the City of Brainerd and the four ward Council Members ~~Aldermen~~ shall be residents of their respective wards.

2. ~~SECTION 4:~~ When more than twice the number of individuals file to be elected to a municipal office, a primary election shall be conducted and the returns made and results canvassed consistent with the general laws of the State of Minnesota pertaining to primaries. The regular City election for the election of City officers shall be held on the first Tuesday after the first Monday of November in each even numbered year; and all general laws of the State of Minnesota, relating to the election of City officers and the primaries thereof, shall, so far as applicable, apply to and govern all nominations and elections under this Charter, and all special elections, and are hereby adopted as a part of this Charter, the same as if herein specifically reenacted. The judges, clerks and other officers of election at the then last general election for state officers shall be the judges, clerks and other officers of all special City elections, except that the City Council shall appoint additional officers as permitted by law. Election returns shall be made and results canvassed consistent with the general laws of the State of Minnesota pertaining to general elections.
3. ~~SECTION 5:~~ The term of office of every officer elected under this Charter, unless otherwise provided for, shall commence on the first Monday of January following the election and shall continue for a term of four years and until his or her successor is elected and qualified.
4. ~~SECTION 6:~~ The appointive officers of the City shall be a ~~City Administrator, City Engineer, City Attorney, Chief of the Fire Department to be known as Fire Chief, Building Inspector,~~ Public Utilities commission to consist of five (5) members, a Park and Recreation Board to consist of five (5) members, ~~Board of Health to consist of three (3) members,~~ and a Library Board to consist of nine (9) members, and such other officers as the City Council deem proper and necessary. Provided, however, that no elective or appointive person holding office in the City of Brainerd may be appointed to the Public Utilities Commission.
5. ~~SECTION 7: The City Administrator shall be chosen by the Council for an indefinite term solely on the basis of training, experience and administrative qualifications.~~ At its first regular meeting in January of each odd-numbered year the Council shall, by majority vote, appoint the City Attorney, ~~City Engineer and Building Inspector for two-year terms. At its first regular meeting in January of each year, the Council shall similarly appoint other officers for terms of one year.~~ All terms shall commence at the time of appointment and continue until successors to the appointed offices are appointed and qualified.
6. ~~SECTION 8:~~ The members of the Public Utilities Commission, the Park and Recreation Board, ~~the Health Board~~ and the Library Board shall be appointed by the Mayor and their appointment confirmed by the City Council: such appointments and confirmation shall be made at the first regular Council meeting in January of each year; at which time there shall be appointed one (1) member of the Public Utilities Commission, one (1) member of the Park and Recreation Board: and every other year, ~~one (1) member of the Health Board~~ and three (3) members of the Library Board. The term of office for a member of ~~the Health Board and~~ the Library Board shall be for six (6) years, the term of office for a member of the Public Utilities

Commission shall be for five (5) years, and the term of office for a member of the Park and Recreation Board shall be for five (5) years. Such terms of office shall commence upon their appointment and qualification and continue for said terms until their successors are appointed and qualified.

7. ~~SECTION 9.~~ Any elective or appointive officer provided for by this Charter having entered upon the duties of the office may resign the same. Any elective or appointive officer changing residence from the City, or any Alderman from the ward for which elected or appointed shall be deemed to have vacated such office.
8. ~~SECTION 10.~~ Every person appointed to any office by the City Council or Mayor may be removed from such office by a vote of two thirds of all the Aldermen authorized to be elected. But any officer appointed by the Mayor shall not be removed except for cause, nor unless first furnished with a copy of the charges, nor until such person shall have reasonable opportunity to be heard in person, or by counsel in his or her defense.

The Council shall fix the time and place for the hearing of such officer, of which not less than ten days' notice shall be given to such officer and shall have the power to compel the attendance of witnesses and the production of papers, and to hear and determine the case; and if such officer shall refuse or neglect to appear and answer such charges, the City Council may declare such office vacant. Among such causes shall be continued absence by a member of a board from three successive regular meetings of such board, or neglect of duty of any officer.

9. ~~SECTION 11.~~ Any person shall not be eligible to serve on a [Board or Commission of the City](#) ~~any appointed office~~ under this Charter who has ever been convicted of a felony, or is not at the time of his appointment a qualified elector of the City of Brainerd [\(unless otherwise expressly allowed by the City by ordinance, resolution or policy\)](#), or who is at such time interested in any contract with the City of Brainerd to which the person is a party, either individually or as a member of a firm, or as director or other managing officer of a corporation.
10. ~~SECTION 12.~~ Whenever any vacancy shall occur in any elective or appointive office, such vacancy shall be filled by the City Council in the manner provided for appointments by the City Council; except that the members of the Public Utilities Commission, ~~the Board of Health~~, the Park Board and the Library Board, shall be appointed by the Mayor and confirmed by the City Council.

All officers so appointed shall hold their respective offices for the balance of the unexpired terms.

11. ~~SECTION 13.~~ Every person elected or appointed to any office under the provisions of this Charter shall before entering upon the duties of the office take and subscribe an oath of office and file the same with the City Clerk. The Administrator and such other officers as the City Council shall require and as shall be required by the provisions of this Charter, shall severally, before they enter upon the duties of their respective offices, execute to the City of Brainerd, bonds in such amounts as the

Council shall prescribe, conditioned that such officers will faithfully perform the duties of their respective offices, and account for and turn over all money and other property, coming into the officer's hands. Such bond and the expense thereof, if a surety bond, shall be paid by the City.

All official bonds shall be approved by the City Council and be kept on file in the office of the City Administrator.

12. ~~SECTION 15.~~ The compensation of all elective and appointive officers of the City shall be fixed by ordinance as permitted by State Statute.

13. ~~SECTION 16.~~ The Mayor shall be the chief executive of the City and see that the laws of the state and the ordinances of the City are duly observed and enforced within the City and that all other officers of the City discharge their duties. The Mayor shall be an ex-officio member of the City Council, for the purpose only of casting the deciding vote upon any question before said Council when the [Council Members](#) ~~Alderman~~ composing the said Council present and voting are equally divided thereupon. The Mayor shall from time to time give the City Council such information and recommend such measures as the Mayor deems to be in the best interest of the City. The Mayor shall sign all bonds, contracts, warrants, ordinances, resolutions and such other papers and documents as may be made or executed in behalf of the City. All Ordinances and Resolutions shall before they take effect be presented to the Mayor, and if the Mayor approves thereof shall sign the same, and such as the Mayor shall not sign, shall be returned to the Council with the Mayor's objection thereto, by depositing the same with the City Administrator to be presented to the City Council at its next meeting.

Upon the return of any ordinance or Resolution by the Mayor, the vote by which the same was passed shall be deemed to have been reconsidered, and the question shall be again put upon the passage of the same notwithstanding the objections of the Mayor, and if upon such vote the City Council shall pass the same by a vote of two-thirds of all the members of the Council, it shall have the same effect as if approved by the Mayor. If any ordinance or Resolution shall not be returned by the Mayor within five days, Sundays and holidays excepted, after it shall have been presented to the Mayor, the same shall have the same force and effect as if approved by the Mayor. In case the Mayor shall be guilty of willful oppression, corrupt partially or other malfeasance in the discharge of the duties of the office the Mayor shall be liable to indictment and on conviction thereof shall be punished by a fine of not more than Five Hundred (\$500.00) Dollars.

14. ~~SECTION 17.~~ At the first meeting of the City Council after the regular City election it shall proceed to elect by ballot from its number a President and Vice-President. The President shall preside over the meetings of the City council and appoint all standing and temporary committees thereof, and during absence of the Mayor from the City, or the Mayor's inability for any reason to discharge the duties of the office, the said President shall exercise all the powers and discharge all the duties of the Mayor.

In case the President shall be absent at any time the Vice-President shall discharge the duties of such President and act in the President's place. The President or Vice-President while performing the duties as Mayor shall be styled "Acting Mayor", and acts performed by either when acting as Mayor, shall have the same force and validity as if performed by the Mayor.

15. ~~SECTION 18.~~ The City Administrator shall be the chief administrative officer of the City of Brainerd. The Council shall delegate to the City Administrator by Ordinance whatever powers and duties it deems necessary or proper for the efficient administration of City affairs. Such delegation may include, but is not limited to, supervision of City employees and department heads. Provided, however, that the City Attorney shall be directly responsible to the Council and Mayor for professional advice and services. The Council may at any time rescind or amend authority delegated to the City Administrator. At no time shall such delegation abridge the authority of a Council Member or Alderman or the Mayor or the Public Utilities Commission or any other board or commission enumerated in the Charter in fulfilling their duties granted in this charter.
16. ~~SECTION 18A.~~ Any elective officer, whether elected by popular vote or appointed to fill a vacancy, may be removed at any time for malfeasance or nonfeasance in office, by the electors qualified to vote for a successor of such officer. The procedure to effect a removal of such elective municipal officer shall be as follows:
17. ~~SECTION 18B.~~ A petition signed by electors entitled to vote for a successor of the officer sought to be removed equal in number to at least twenty-five percent of the entire vote for all candidates for the office, the incumbent of which is sought to be removed, cast at the last preceding regular municipal election, demanding an election of a successor of the person sought to be removed, shall be addressed to the Council and presented to the City Clerk; provided, that the petition shall contain a general statement of the ground for which the removal is sought.
18. ~~SECTION 18D.~~ If the petition shall be found to be sufficient the Administrator shall transmit the same to the Council without delay. If the petition shall be found to be sufficient the City Council shall order, and fix a date for holding the said election at the next election date authorized by state law that is not less than seventy-seven (77) days from the date of the Administrator's certificate to the Council that a sufficient petition is filed. The Council shall make or cause to be made publication of notice, and all arrangements for holding such election, provided, that in the published call for the election there shall be printed in not more than 200 words the reason for demanding the recall of the officer as set forth in the recall petition, and in not more than 200 words the officer may justify his or her course in office: and said election shall be conducted, returned, and the result thereof declared, in all respects, as are other City elections.
19. ~~SECTION 18E.~~ At an election on removal, the question on the ballot shall be in substantially the following form: "Shall (Name) elected (appointed) to the office of (title) be removed from that office?" If a majority of voters at the election vote in the affirmative, the officer shall be recalled and removed.

20. ~~SECTION 18F.~~ No person who has been removed from office by recall, or has resigned from office after the filing of a recall petition, shall be appointed to any office under this Charter within one year after such removal or resignation.

21. ~~SECTION 18G.~~ In so far as practical, all laws and provisions for holding regular or special elections in the City shall apply to such recall election and the preliminaries thereto, and wherein applicable or impractical the Council shall by Ordinance provide such other and further regulation consistent herewith as may be necessary to carry out the provisions of Sections ~~18A, 18B, 18C, 18D, 18E, and 18F~~ 16, 17, 18, 19, and 20.

DUTIES OF THE CITY ATTORNEY

22. ~~SECTION 19.~~ The City Attorney shall perform all professional services incident to the office; shall attend all meetings of the City Council, and when requested shall attend all meetings of committees of the Council. The City Attorney shall give legal opinions and advice upon all questions pertaining to City business when requested so to do by the City Council or any officer of the City. The City Attorney shall institute, prosecute and defend all actions brought by the City or against the City; and shall draw and prepare all ordinances, resolutions, contracts, bonds or other instruments in which the City or any board thereof is interested. The City Attorney shall be the legal advisor of the Public Utilities Commission, the Park Board, ~~the Health Board~~ and the Library Board, and the committees thereof; shall attend the meetings of the said boards when requested so to do and furnish to the said boards written legal opinions when requested, and shall institute, prosecute and defend all actions which may be brought by or against said boards or by or against the City affecting the affairs of such boards.

The Council shall have power to appoint and employ special counsel to assist the City Attorney in the performance of any of the City Attorney's duties and fix and pay the compensation therefor.

DUTIES OF CITY OFFICERS

23. ~~SECTION 23.~~ All City officers shall perform such other duties as may be directed by the City Council by Ordinances, Resolutions or otherwise.

24. ~~SECTION 24. Every person having been an~~ No officer of the City shall retain any ~~upon the expiration of the officer's term of office deliver to the successor in office~~ all property, papers, books, and effects of any kind that belong to the City or pertain to the office after the expiration of the officer's term ~~every description in the officer's possession belonging to the City or pertaining to the office. If the officer fails to do so within five days after being notified and requested by the Mayor or President or Vice President of the Council or City Administrator, the officer shall forfeit and pay for the use of the City the sum of Five Hundred (\$500.00) Dollars, and all damages caused by the neglect or refusal so to deliver, which amount may be recovered by the City in an action brought for that~~

~~purpose. The City may by an action in the nature of replevin or mandamus proceedings enforce the delivery and possession of such property, papers, books and effects.~~

~~25. SECTION 25.~~ The Council shall annually at its first meeting of the year designate a legal newspaper of general circulation in the City as its official newspaper in which shall be published Ordinances and other matters required by law to be so published as well as such other matters as the Council may deem it in the public interest to have published in this manner.

~~26. SECTION 26.~~ The City Council may also at the time mentioned in the last section and in the manner therein specified, let a contract for doing of the job printing of said City, and may determine what contract and bond should be required of the person or persons selected to do such job printing.

~~27. SECTION 27.~~ Except as provided by state law, no City officer shall be directly or indirectly interested in any contract of any character with the City or any department or board thereof, either as vendor, purchaser, contractor, employer, employee or otherwise. All contracts made in violation of this section shall be void, and no money shall be paid on account thereof, or any warrants issued. Any officer who shall issue or pay any such warrants knowing that the same are in violation of the terms of this section shall be guilty of a misdemeanor; and any officer violating the provisions of this section shall forfeit the office and the office shall thereby become vacant upon a finding and conviction thereof, as provided in Section Ten of this Chapter.

DUTIES OF THE CITY COUNCIL

~~28. SECTION 29.~~ The ~~Council Members Alderman~~ shall constitute the City Council and shall be the governing body of the City, and the style of all Ordinances shall be, "The Council of the City of Brainerd do ordain". A majority of all the ~~Council Members Alderman~~ shall constitute a quorum. The President or Vice- President of the Council shall when present preside at all meetings. In their absence the Council may elect a President pro tem who shall for such meetings and the proceeding thereof have the same power as the President.

~~29. SECTION 30.~~ The City Council shall hold public meetings which shall not be less than one meeting per month. The meetings shall be fixed by the City Council. Minutes of the Council proceedings shall be made and be available to the public. The Mayor, the President or Vice-President of the Council or any two of the ~~Council Members Aldermen~~ may call special meetings by notice filed with the City Administrator and served upon each of the members by delivering the same personally or left at the place of their usual abode, or a special meeting may be called by the Mayor, President, Vice-President or President pro tem at any

regular meeting of the City Council by giving notice thereof and noting the same in the minutes of the meeting. In case the attendance at any regular or special meeting of the City Council is less than a quorum such meeting may be adjourned to any time that may be designated and entered in the minutes of the meeting. Except in cases of emergency, the City Council shall not meet in case the time of any regular, special or adjourned meeting of the City Council shall occur on a Sunday, a legal holiday or a day of general or special election, then in such case such meeting shall be deemed to be called and shall be held at the same hours on the next secular day.

30. SECTION 32. The City Council shall have the management and control of all the finances and property of the City and of all the departments thereof subject to the other provisions of this Charter. However, no real estate belonging to the City shall be sold or disposed of unless so ordered by two thirds vote of all the members of the City Council; and provided that neither the water works nor the electric light plant, nor any other public utility, which shall hereafter be owned by the city, shall be sold, leased, mortgaged or otherwise disposed of unless authorized to do so by a four-sevenths majority of the qualified electors of said City.

The City Council shall in addition to the powers herein vested in them have power and authority to make, enact, ordain, establish, publish, enforce, order, modify, amend and repeal all such ordinances, resolutions, rules, by-laws and regulations for the government and good order of the City, for the suppression of vice and intemperance, and for the prevention of crime, as they shall deem expedient. They shall have the power to provide for the imprisonment and safe keeping of all persons arrested or charged with any offense. It is the Council's duty to make all rules and regulations providing for the use of a prison.

The City Council shall have full power and authority to declare and impose penalties and punishments, and to enforce the same against any person or persons who may violate any of the provisions of any ordinance, resolution, rule or by-law passed or ordained by them: and all such ordinances, resolutions, rules and by-laws are hereby declared to be and have the force of law, and for the said purposes shall have authority by ordinance, resolution or by-laws, to the extent permitted by law.

31. SECTION THIRTY SIXTH. The Council of the City of Brainerd shall be authorized to exceed its overall levy limitations pursuant to Minnesota Statutes, Sections 275.50 to 275.58, as amended, for the levy year 1987, by an amount not to exceed an amount equal to a sum producible from a one mill levy on the dollar of the taxable property of the City of Brainerd prior to the time of such levy, which may be levied on the taxable property within its boundaries in addition to all other taxes voted by it. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor. It shall be exempt from the penalty provisions of Minnesota Statutes, Section 275.51, Subdivision 4, as well as any other penalty provisions, and shall also be over and above any limitations

in the Charter of the City of Brainerd prior to the time of such levy. Such additional levies shall be used for the purpose of establishing and maintaining a public bus or transit facility or subsidizing a private bus or transit facility. In the next succeeding levy year and thereafter, such amounts shall become a permanent adjustment to the levy base per capita of the City of Brainerd.

32. ~~SECTION 33.~~ The City Council may create an ordinance which may impose punishment for the breach of any Ordinance of the City to impose a fine and imprisonment as permitted by state law.

33. ~~SECTION 34.~~ All Ordinances, Resolutions and By-Laws shall be passed by an affirmative vote of a majority of the members of the City Council present by an aye and nay vote.

All Ordinances shall be twice read at length in open Council before their passage unless the reading is dispensed with by unanimous consent: and no Ordinance shall be passed within ten (10) days after being first so read.

All Ordinances shall be once published in the official paper of the City, and no Ordinance shall take effect until one week after the day of such publication. All Resolutions and By-Laws shall take effect from and after their passage or adoption unless the City Council shall expressly order to the contrary; provided, however, that all Ordinances in relation to contagious or infectious disease or hydrophobia may be passed at the meeting of the first reading, and take effect from and after their passage if the City Council so order.

34. ~~SECTION 35.~~ A copy of the record of any Ordinance or Resolution heretofore passed or that may hereafter be passed, certified by the Administrator and verified by the seal of the City, or recorded in the books containing the official proceedings of said Council, or published in any compilation of Ordinances made under the direction of the City Council, shall be prima facie evidence of the contents of such Ordinance or Resolution and of the regularity and legality of all proceedings relating to the adoption and approval thereof: and shall be admitted as evidence in any court in this state without further proof.

In all actions, prosecutions and proceedings of every kind before a court, the court shall take judicial notice of all ordinances of said City, and it shall not be necessary to plead or prove such Ordinances.

35. ~~SECTION 36.~~ The powers conferred upon the City Council to provide for the abatement or removal of nuisances shall not bar or hinder suits, prosecutions or proceedings in the courts according to law.

36. ~~SECTION 37.~~ No appropriation shall be made without a vote of a majority of all the members of the City Council in its favor, which shall be taken by ayes and nays vote, and entered among the proceedings of the Council. No vote of the City Council shall be reconsidered or rescinded at any meeting unless there shall be present at such meeting as large a number of Council Members ~~Alderman~~ as were present when said vote was originally taken.

37. SECTION 38. The City Council shall examine, audit and adjust the accounts of ~~all the City officers and agents of the City~~ at such times as it deems proper or as otherwise required by law, and also at the end of each fiscal year and before the term for which the officers of said City were elected or appointed shall expire. ~~The City Council shall require and may compel by proceedings in court each and every such officer and agent to exhibit books, accounts and vouchers for such examination and settlement, and if any such officer or agent shall refuse to comply with the orders of the Council in the discharge of the officer's or agent's duties in the pursuance of this section, or shall neglect or refuse to render accounts or present books or vouchers to the City Council or a committee thereof, it shall be the duty of the City Council to declare the office of such person vacant. The City Council shall order suits and proceedings at law against any officer or agent of the City who may be found delinquent or defaulting in keeping accounts or in the discharge of official duties, and shall make a full record of all such settlements and adjustments.~~

38. SECTION 40. The City Council shall have the power to make purchases on behalf of the City and may make purchases through such methods or designees as the Council may determine from time to time by Ordinance or Resolution ~~designate such of its own members as shall be selected for that purpose as a purchasing committee, and after the appointment of such committee no material or supplies for the City or any department thereof shall be purchased without the approval of such committee, and no bill for any such purpose shall be allowed by the Council until approved by such committee; provided, a majority of such purchasing committee shall control its actions; and provided further, that the.~~ The provisions of this section shall not apply to purchases made by, or in behalf of the Public Utilities Commission or the Park Board or the departments under their control respectively.

SECTION THREE: Chapter Three is amended and renumbered as follows, with underlined language added and deleted language struck out, and Sections 44, 45, 48, 51, 53, 54, 54-A, 54-B, 54-C, 54-D, 54-E and 54-F are hereby repealed.

CHAPTER THREE

FINANCES

1. SECTION 42. The fiscal year of the City shall ~~commence on the first secular day of January each year~~ be the calendar year.
2. SECTION 43. Except as otherwise provided herein, all disbursements shall be made by check or electronic transfer. ~~Checks shall be warrants~~ signed by the Mayor and countersigned by the City Administrator. All payments are to be reviewed and approved ; ~~unless otherwise provided herein, no warrant which is required to be signed by the Mayor and the City Administrator shall be drawn in payment of a claim until such claim shall have been allowed by the City Council; provided, however, that warrants may be drawn upon time slips issued by the City Engineer in payment of~~

~~the wages of such employees of the City as may have been laid off or discharged by the City. Every warrant shall specify the purpose for which it is made and the fund or funds against which it is drawn, and shall be made payable to the order of the person in whose favor it is issued. No warrant shall be issued or drawn against any fund or funds unless there be to the credit of such fund or funds sufficient money to pay the same, in addition to the total aggregate amount of all orders then outstanding against such fund or funds, as the case may be.~~

- ~~3. Any officer of the City violating any provision of this section shall be personally liable to the City for the amount of any payment made contrary to these provisions, and for any expense incurred by the City in recovering the amount of such payment. Upon payment of any warrant the same shall be immediately canceled and filed in the office of the City Administrator. The City Council shall provide for the examination of canceled warrants, bonds and other obligations of the City, during every annual audit, and at such other time or times as it may consider necessary, and for the preservation of such canceled warrants, bonds and other obligations, and making records of the same, as it may deem proper.~~

4. SECTION 46. The City Council shall annually levy taxes to provide for the following specifically designated funds ~~and the general fund:~~

~~No. (1). AN INTEREST FUND, for which there shall be levied a sum sufficient for the payment of the interest to become due during the following fiscal year upon all bonds, certificates of indebtedness and other interest bearing debts of the City, except public utility bonds and bonds owned and held by the State of Minnesota. Into this fund shall be paid all interest and penalties received on special assessments hereafter levied by the City for local improvements. Out of this fund such interest only shall be paid.~~

~~No. (2). A SINKING FUND, for the purchase or payment when due of any bond or other funded debt of the City, except permanent improvement revolving fund bonds.~~

~~No. (3). A PUBLIC SAFETY FUND for the maintenance and operation of the fire, police and health departments.~~

~~No. (4). A LIBRARY FUND comprising the taxes collected for the public library, as well as all moneys derived from donations, bequests and devices for the benefit thereof which fund shall be controlled and expended by and under the direction of the library board, and be disbursed upon warrants signed by its President, or Vice-President and Secretary.~~

~~No. (5). A PARK FUND, for the acquisition and maintenance of public parks, boulevards, playgrounds, baths, gymnasiums, halls and similar property for public recreation, convenience and amusement, including all moneys received from any source for any such purpose, which fund shall be controlled and expended by and under direction of the park board, and be disbursed upon warrants signed by its President, or Vice-President, and Clerk.~~

~~No. (6). A STREET AND SEWER FUND, for all expense of cleaning and repairing of streets, alleys and sewers not payable through special assessments or out of the permanent improvement fund.~~

~~No. (7). A PUBLIC PROPERTY FUND for paying the cost of any real property which the City may acquire, payment for which is not provided for in some other specific fund; and for paying the cost of acquisition or construction of public utility plants. Into this fund shall be paid all money derived from the sale of bonds issued on account of any public utility.~~

- a. ~~No. (8).~~ A PERMANENT IMPROVEMENT FUND, for paying such portion of the cost of improving streets and alleys as shall devolve upon the City, under the provisions of Subdivision (11) of this Section 46. For the support of this fund the City Council shall annually levy on taxable property of the City taxes to an amount not to exceed an amount producible from three (3) mills on the dollar of the then latest previous assessed valuation of such taxable property. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor. No part of this fund shall be used for any other purpose. In anticipation of the collection of such taxes for the then current year and succeeding years, the City Council may at the proper time, and from time to time, issue and dispose of certificates of indebtedness in an aggregate amount equal to eighty (80) per cent of such levy in the then current year and estimated amount for not more than ten succeeding years; provided, that the issuable aggregate of such certificates of indebtedness shall at no time exceed the sum of money then in the permanent improvement revolving fund under the provisions of Section 49 of the City Charter, as herewith amended, together with the additional amount of bonds that may or can be issued thereunder, added to the total of cash payments guaranteed by bonds of owners of real property abutting on such or similar street or alley improvements. These certificates shall be known as Re-paving Certificates of Indebtedness, and on every one shall be stated the particular purpose for which it is issued or describe the specific improvement on which it is based. Such certificates shall be consecutively numbered, with date of issue, date of maturity, bear interest, payable semi-annually, have proper interest coupons attached, be signed by the Mayor, countersigned by the City Administrator and be attested by the corporate seal; and, so far as practicable, shall be in denominations of not less than \$500.00. Whenever occasion arises for the issuance of such repaying certificates, it shall be the duty of the City Council to make requisite calculations, computations and estimates with respect to the quantity and various times of collection of taxes so levied and to be levied, and thereupon, as the circumstances may require, to issue and sell one or more of such certificates. All such certificates shall be so issued as to mature serially, on proper dates, to the end that eighty (80) per cent of the estimated tax collection for this fund in each and every year will pay the

certificates as they mature, and succeeding issues shall appear in regular order following previously issued certificates; and whenever there is an unused or unappropriated margin of such eighty (80) per cent of the estimated tax collection for this fund, over and above the aggregate amount of all such certificates theretofore issued, then and under such circumstances the earliest maturing certificates of the next succeeding issue shall be made to mature at such times and in such manner as to assure payment thereof out of, and at the time of collection of, such prior unused or unappropriated margin of such eighty (80) per cent of such estimated tax collection. If in any year the taxes collected for this fund shall not be sufficient to pay the certificates maturing in that year, the deficit shall be paid from the general fund. The earliest maturing certificates of the first issue hereunder shall mature on the first day of December in the year following the year of their issuance, and the other certificates in such issue, to mature later and serially, shall be distributed in succeeding serials and follow in such order of maturity that eighty (80) per cent of the estimated tax collections, year by year, will pay such certificates in each and every year thereafter. Neither the City Council nor any officer of the City shall in any year appropriate, expend or disburse any part of this fund, or do any other act therewith, at such time or in such manner as to render the available balance thereof insufficient to pay, when due, the certificates maturing in that particular year. The City Council shall, at the proper time, and from time to time, prepare for every issue and sale of such re-paving certificates of indebtedness by appropriate resolution setting forth in sufficient detail the date of issuance, number or quantity, specific denominations and various dates of maturity thereof, the rate of interest thereon, and the nature or character, location, extent and approximate total cost of the particular improvement on which the same are founded. The sale of such certificates of indebtedness shall be made, conducted and carried on in the manner provided for sales of bonds under the certain provisions of section 49 of the City Charter, as herewith amended; provided, further, that no certificate shall be sold for less than par and accrued interest.

~~No. (9). A PUBLIC UTILITY FUND, for the support, maintenance and operation of any public utility owned and operated by the City, including payment of the interest on any bonds or other indebtedness which may be a lien upon such utility. There shall be paid into this fund all moneys derived from the operation of any such utility, and from the sale of any property acquired for or used in connection with any such utility. There shall be paid out of this fund the cost of extension, operation, maintenance and repair of any such utility and the interest upon all bonds and other indebtedness which may be or become a lien thereof. At the end of every fiscal year any surplus in this fund not needed for any of the purposes hereinabove specified shall be transferred to the sinking fund provided for in Subdivision (2) of this section, and the amount so transferred shall be used, as far as the same will go, to retire any public utility bond then outstanding. If there be then no such outstanding utility bonds, the surplus shall be transferred~~

~~to the general fund. In every year it shall be the duty of the Public Utilities Commission to inform the Sinking Fund Commissioners in respect of any public utility bonds to become due in the next succeeding year or years which should be retired by the use of the surplus so transferred to, the sinking fund, and of the respective dates of maturity thereof, and of the fact of such transfer and specify the particular bond or bonds to be retired, and thereupon the Sinking Fund Commissioners shall proceed accordingly before the time when the amount required to retire such bonds might otherwise be extended on the tax rolls. This public utility fund shall be under the control of the board in which is vested the management and control of the public utilities, and shall be expended only as directed by such board and upon warrants signed by the President, or Vice-President, and Secretary of the Board. On the first day of April of every year there shall be transferred from this fund into the general fund an amount of money equal to the annual interest on such public utility bonds of the City as are owned and held by the State of Minnesota under general statutes of Minnesota 1913 Sections 1875-1878, and amendments thereof, unless such annual interest shall have been earlier paid by the Public Utilities Commission, and it shall be the duty of that board to pay the same prior to the time when, pursuant to the statutes, the same might otherwise be extended on the tax rolls. The Public Utilities Commission of the City, as at present constituted, shall be vested with the control of this public utility fund, except as limited or qualified by the provisions of Section 109 of the City Charter; and upon acquisition by the City of any other and different public utility, such board shall become and be known as the Public Utilities Board of the City.~~

~~No. (10). A CONTINGENT FUND in the sum of \$2500.00 shall be established at the beginning of each fiscal year for the use of the Mayor in paying expenses incurred by the mayor in promoting the best interests of the City and not payable out of any of the other funds herein provided. This fund shall be under the control of the Mayor, and checks may be drawn thereon without previous allowance by the City Council of the claim or claims for which any such check shall be drawn. The balance of said fund, if any, remaining at the end of each fiscal year shall revert to the City Treasury.~~

~~No. (11). A PERMANENT IMPROVEMENT REVOLVING FUND. Except as provided in respect of other specific funds defined in this Section 46, or hereinafter otherwise declared in this particular subdivision there shall be paid into this fund all moneys received on special assessments heretofore or hereafter levied by the City for local improvements, and also all the proceeds of the sale of permanent improvement REVOLVING fund bonds. Out of this fund shall be paid, as they fall due, all permanent improvement revolving fund bonds and the installments on contracts for all such public improvements as are to be paid in whole or in part by assessments against property benefited thereby, except as hereinabove otherwise provided, and also excepting contracts for sewers, on which contracts for sewers payments shall be made in accordance with the provisions of Chapter 312, General Laws 1903, and amendments thereof. The City Council is authorized, in its discretion, to cause to be paved, re-paved or~~

~~otherwise improved, any street or alley or any portion thereof in the City, or any gutter along side any street or alley, or any portion thereof, in such manner as it may direct. In the case of first paving or any other original or primary improvement, every lot or parcel of real property fronting or abutting thereon, and subject to special assessment for such improvement, shall be assessed for an amount equal to the cost of such first paving or other original or primary improvement on the same side of the street or alley to the center thereof: provided, that whenever the City Council shall deem any such first paving or other original or primary improvement to be generally beneficial to the public at large, the City Council may pay, or cause to be paid, thereon from the general fund an amount not exceeding twenty-five per cent (25%) of the cost and expense thereof, and assess the abutting property, as above defined, for the other seventy-five per cent (75%) or more of such cost and expense. In the case of repaving or other local improvement, of the kind hereinbefore mentioned, subsequent to the first, original or primary improvement of like character in any such street or alley, every lot or parcel of real property, then and there subject to special assessment for local improvements, fronting or abutting on any such repaving or improvement subsequent to the first or original improvement of like character, laid or made on the same side of the street or alley, exclusive of street intersection, shall be assessed for an amount equal to two thirds of the cost thereof to the center of the street. All other expense or cost of such repaving or other local improvement subsequent to the first or original improvement, of the character above defined, shall be paid out of the permanent improvement fund, and in case of shortage in that fund the requisite sum shall be advanced and paid out of the general fund. To provide for the expense and cost of any such improvement, not payable out of the permanent improvement fund, the City Council shall, in due order, adopt special assessment rolls. The special assessments hereunder against abutting property shall be payable in ten (10) semi-annual installments, at times when general taxes become due and payable according to law, and commencing with the first payment of such general taxes immediately after the time of adoption of any such special assessment may pay the entire amount thereof, or any remaining portion, at any earlier time.~~

~~No interest shall be imposed upon any such special assessment until the first Monday in January next following actual commencement of the work of improvement, for which the assessment shall have been adopted, where such work shall have been actually commenced subsequent to the first Monday in the next preceding month of July: and, in case any such work be actually commenced subsequent to the first Monday in January of any year, no interest shall be imposed upon the special assessment therefor until the first Monday in July of that year. Whenever, under such circumstances, the work on any such improvement shall have been actually commenced, it shall be the duty of the City Engineer, or other person superintending the work, to forthwith furnish the City Administrator with a statement in writing describing the particular work and showing such date of actual commencement thereof, and thereupon the city Administrator shall file with the County Auditor, and with the County Treasurer, respectively, the proper certificate of the City Administrator describing the~~

~~particular improvement, specifying the rate of interest, and stating the date from which the same shall be computed, in accordance with the foregoing provisions. The County Treasurer shall collect such interest and pay the same over to the City Treasurer.~~

~~No. (12). A HYDRANT RENTAL, STREET LIGHTING AND ELECTRIC POWER FUND, to provide for payment to the Public Utilities Commission, or Public Utility Board, proper rent for water drawn from hydrants for the needs and use of the City and proper rates for the lighting of the streets and electric power for City use. For the support of this fund, taxes shall be annually levied by the City Council on all the taxable property in the city in an amount equal to a sum producible from three (3) mills on the dollar of the latest assessed valuation of such taxable property prior to the time of every such levy. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor. No part of this fund shall be devoted to any other purpose. The existing rates and prices, heretofore fixed or established by the City Council, for all water, electric lights and power needed or used by the City, shall be and remain in force and effect until changed or modified in accordance with the certain provisions hereinafter set forth. The City Council shall have and retain authority at any time to increase or lessen the number of hydrants from which water shall be drawn for City purposes, to extend or reduce the lighting of streets in any portion of the City and to vary the quantity of electric power to be used by the City, as well as to change or modify, enlarge or diminish, from time to time, such rentals, rates and prices, in its sound discretion; and it shall be the duty of the City Council to establish, keep and maintain all such rentals, rates and prices at all times fair, just and reasonable in amount: provided, that the City Council shall not at any time extend the street lighting or hydrant service beyond the amount of money available to any for such service, under the provisions of this subdivision.~~

~~No. (13). A GENERAL FUND, for the support of specific funds herein established, as occasion may arise, and also for the payment of such expenses of the City as the City Council may deem proper, and which are not payable out of a specific fund defined in this section. Into this general fund shall be paid all moneys not payable into a specific fund, as directed in and by other provisions of this particular Section 46, or under some other provision of the City Charter.~~

~~No. (14). AN EMERGENCY FUND for the emergency requirements of any of the foregoing funds heretofore established and in existence under this section, which may become depleted during the fiscal year. For the support of this Fund the City Council is authorized to annually levy against the taxable property of the City a tax in amount of a sum producible from not to exceed three (3) mills on the dollar of the then latest assessed valuation of such taxable property prior to the time of every such levy, provided that the estimate of the necessary expenses for the ensuing fiscal year, as set forth in Section (52) of the City Charter as heretofore amended, shall show a deficit in any of said funds, necessitating such assistance: and provided further that the vote of the City council authorizing a~~

~~levy for this fund shall be unanimous, affirmative vote of the full and total membership of the City Council; and provided further that the transfer from this Emergency Fund for the support of other funds can only be made by affirmative vote of at least seven members of the City Council. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor."~~

5. ~~"SECTION 47.~~ That annual amount to be levied for general taxation in any year for all said funds, shall not exceed the amounts as established by state statute. There shall be a levy of one-half mill on the assessed valuation of City taxable property over and above any Charter limitations and total levy limitations set forth in state statute, commencing for the levy year 1976 and continuing each levy year thereafter for a Community Action Program. The value of the levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor.

~~SECTION 49. The City Council may enact Ordinances or adopt Resolutions from time to time for the purpose of issuing and selling bonds of the City, as follows:~~

- ~~1. To refund any bond of the City.~~
- ~~2. To purchase, construct, extend, improve and maintain public utility plants. Bonds so issued and sold with reference to any particular plant named in any such Ordinance shall be a specific lien thereof.~~
- ~~3. To an amount not at any time exceeding the statutory authorized amount for the benefit of the permanent improvement revolving fund; provided, that at no time shall the aggregate amount of such bonds outstanding exceed the total of the money of this fund, the amount of special assessments duly adopted and in process of collection and the proposed special assessments in preparation, based upon local improvements actually under construction.~~
- ~~4. For defraying the cost of making local improvements at intersection of streets and alleys, and in front of property by law exempt from special assessment and property owned by the City.~~
- ~~5. For defraying the cost of constructing or laying of any new general sewer, or the cost of extending, re-laying, improving and maintaining any existing general sewer; and also for the cost of maintaining any existing general sewer; and also for the cost of maintaining and keeping in repair any general, district, joint district or lateral sewer theretofore laid, re-laid or extended, pursuant to the provisions of Section 20 of Chapter 312, General Laws 1903.~~
- ~~6. For the purchase, erection, extension or improvement of needful public buildings.~~
- ~~7. For establishing garbage crematories or other means of disposal of garbage.~~

~~8. For changing, controlling or bridging streams or ravines and constructing and repairing bridges within the corporate limits.~~

~~No bonds except those mentioned in Subdivisions (1) and (3) of this section shall be issued or sold unless the City Council shall have the first been authorized so to do by a majority of the electors of the City voting thereon. Bonds issued and sold in accordance with the provisions of this section shall not be sold for less than par value and accrued interest, and shall bear interest at a rate not exceeding the amount allowed by statute. The bonded debt of the City shall not at any time exceed the amount allowed by statute, but in determining such indebtedness for the purpose of fixing such limit, bonds issued for the purchase, maintenance, extension, enlargement or improvement of water or lighting plants, or the acquisition of property needed in connection therewith, or for the creation or maintenance of a permanent improvement revolving fund, shall not be considered.~~

6. Before any bonds be issued, the City Council shall, at a regular meeting or at a special meeting called for the particular purpose, adopt appropriate resolutions by an affirmative vote of three- fourths of all its members ordering the issue, and every such resolution shall set forth the amount of the issue and the specific object thereof, be written at length in the records of the Council proceedings and be published and take effect in accordance with the provisions of Section 34 of the City Charter; ~~provided, that where an election is required the resolution shall be published in the official newspaper once in each week for two successive weeks before the day of election. Upon authorization through such an election, in cases where an election by the electors of the City is requisite, the City Council may then issue bonds, not exceeding the aggregate amount mentioned in the proposition submitted to the electorate.~~

~~The denomination of all bonds, the place or places of payment thereof, the term or times of maturity, not less than one year nor more than thirty years from date of issue, and the rate of interest, payable semi-annually, shall be determined and expressed by the City Council. Every such bond and the coupons accompanying the same shall be signed by the Mayor, countersigned by the City Administrator and attested by imprint of the corporate seal, and be payable to bearer or to order of the purchaser, in the discretion of the City Council, and thereupon the City Council shall have authority, after a majority vote of all its members, to sell and dispose of the bonds in such manner as in the judgment of the Council will best serve the interests of the City, but shall not negotiate the same, nor dispose of or sell any thereof except at a definite time and place specified in a proper resolution of the Council, which resolution shall be spread upon the records of the Council and be published in the official newspaper of the city at least two weeks before the date of any such sale.~~

7. ~~SECTION 52.~~ On or before the first day of September in every year, the President of the City Council, the Chairman of the Finance Committee of the

Council and the City Administrator shall submit to the City Council an estimate of the probable expenditures of the City government for the ensuing fiscal year, stating the amount required to meet the interest and maturing bonds of the outstanding indebtedness of the City, and specifically showing the various amounts necessary for each and every fund, including an estimate of the total income from all sources of revenue other than taxes upon property, and the probable requisite amount to be levied and raised by taxation to defray all such expenses and liabilities of the City. ~~Thereupon, the City Council shall, not later than the date in accordance with state statute, determine the sum to be raised by taxation, and make apportionment in detail for the ensuing fiscal year, and shall by resolution levy a tax therefor, and no tax shall be invalid by reason of any informality in the manner of levying the same. The City Council shall, not later than the date in accordance with state statute, transmit to the county auditor of Crow Wing county a statement of the taxes so levied by it, and the proper county officials shall thereupon collect such taxes and enforce payment thereof in the same manner. as state and county taxes are collected and payment thereof enforced. In determining the amount to be raised and making apportionment thereof, the City Council may reduce or omit any item in the estimate submitted, or otherwise modify or correct any such estimate, but shall not otherwise originate a budget. Every such levy of taxes shall be so itemized as to show, separately, the amount of taxes to be collected for each and every fund designated in section 46 of the City Charter. As soon as every such tax estimate shall have been completed, the City Administrator shall open in proper books a separate and distinct account for every one of the several divisions of taxes shown in such tax estimate, and the Administrator shall keep on account, separate, accurate and complete in respect of each and everyone of the several funds, numbered (1) and (14) inclusive as defined in said Section 46, all in such manner and with details of dates, sums, names and other requisite items, sufficient at all times to show the amount of money received by him for the credit of every such fund, whence received, the various payments therefrom, and to whom and for what purpose paid out. Whenever the County Treasurer shall pay over to the City Administrator any taxes belonging to the City, collected under any such levy, the City Treasurer shall credit every one of the respective funds and accounts with its proportionate amount of receipts, according to the tax estimate of the particular fiscal year for which such estimate was made. The City Administrator shall, at the first meeting of the City Council in every month present to the city council an itemized report of the financial transactions of the City in and for the preceding month, showing in detail the receipts and disbursements during said month, specifying the particular fund, in every instance, for and from which any money was received or disbursed and the amount remaining in every one of the funds at the end of such month.~~

~~No money collected on account of assessments shall be paid out by the City Administrator except for assessment work. The money received from the County Treasurer on a tax levy based on a tax estimates shall be applied and used only to defray the expenditures, together with the arrearages due and unpaid, in respect of the specific object for which such estimate was made and such taxes~~

~~levied. Except as otherwise provided in the City Charter, the excess of any year's receipts in any fund over and above expenditures or disbursements therefrom shall be carried in the same fund for the succeeding year, and such excess shall be considered in making subsequent apportionment, and no fund shall be thereby, or otherwise increased beyond the amount allowed by this Charter.~~

8. ~~SECTION 54 G.~~ There shall be a levy of one-half mill on the assessed valuation of City taxable property over and above any Charter limitations and total levy limitations set forth in state statute, for the 1982 levy collectible in 1983 and continuing each levy year thereafter for the establishment and maintenance of a program for the benefit of senior citizens or to subsidized non-profit senior citizens organization. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor.
9. ~~SECTION 54 H.~~ There shall be a levy of ½ mill on the assessed valuation of taxable property in the City commencing at the earliest levy year after adoption of this amendment and continuing each levy year thereafter for the Northland Arboretum and Paul Bunyan Conservation Area. Before funding from the City is transmitted, an annual financial statement for the prior fiscal year shall be provided by the Northland Arboretum and Paul Bunyan Conservation Area to the City Council showing revenues and expenditures to ensure proper use of funds. The value of the mill levy shall be converted to a tax rate percentage by using a formula as established by the Minnesota Department of Revenue and calculated by the County Auditor.

SECTION FOUR: Chapter Five is amended and renumbered as follows, with underlined language added and deleted language struck out, and Section 69 is hereby repealed.

CHAPTER ~~FIVE~~FOUR

FIRE DEPARTMENT

1. ~~SECTION 65.~~ The City Council shall have power to purchase, keep and maintain fire extinguishers, fire engines and other fire apparatus, to build and maintain engine houses, hose houses and such other buildings as may be necessary or convenient, also to erect and maintain fire alarm telegraphs and boxes, and other means of giving notices of fires.
2. ~~SECTION 66.~~ Whenever the City Council may decide by a two-thirds vote of all its members that greater protection can be secured by a paid fire department, it may by resolution duly passed, ~~two-thirds of all members voting in the affirmative,~~ abolish the existing volunteer fire department and create in lieu thereof, a paid fire department, which shall be officered and managed as provided in the next section, ~~provided, however, said section shall not apply to volunteer companies of said city.~~

3. ~~SECTION 67.~~ In the event of the creation of a paid department the City Council shall appoint a Fire Chief of said fire department, and provide for such other officers and employees as may be deemed necessary for such department.
4. ~~SECTION 68. The City Council shall have power to authorize the formation of fire engine, hook and ladder, and hose companies, and to provide for the proper support and regulation of the same, and to order such companies to be disbanded, their public meetings to be prohibited, and apparatus to be given up.~~ The Council shall have power and authority to make by Ordinance all needed rules for the government of the fire department and for the protection and use of all engine houses fire stations telegraph lines and other property and apparatus pertaining thereto, ~~and of the water works mains, pipes, cisterns and hydrants in the City as used in connection with the department. The Council may also by ordinances provide for the punishment of persons injuring or interfering with such property or any portion thereof, and may also by ordinances make provision to keep away from the vicinity of any fire, all idlers and suspected persons and to compel all bystanders to aid in the preservation of property exposed to danger by such fire.~~

SECTION FIVE: Chapter Six is amended and renumbered as follows, with underlined language added and deleted language struck out, and Sections 70, 71, 74, 75, 79, 80, 82, 83, 84, 85, 86, 87, 88, 91, 93, 94, 95, 96, 97 and 98 are hereby repealed.

CHAPTER ~~SIX~~FIVE

STREETS

1. ~~SECTION 72.~~ The City Council may by a vote of two-thirds of the members thereof, vacate any highway, street, lane, or alley, or portion of either, and such power of vacating highways, streets, lanes and alleys within the City of Brainerd is vested exclusively in the City Council and no court or other body or authority shall have any power to vacate any such highway, street, lane or alley.
2. ~~SECTION 73.~~ The City Council shall have power to designate districts or portions of the streets and alleys of the City for the purpose of cleaning the same and may provide for the cleaning of such districts by a contract on such terms as shall be deemed advisable.
3. ~~SECTION 76.~~ It is hereby made the duty of all owners of land adjoining any street, lane or alley in said City, to construct, reconstruct and maintain in good repair such sidewalks along the side of the street, lane or alley next to the lands of such owners respectively, as may have been heretofore constructed, or shall hereafter be constructed, or directed by the City Council to be built, and of such material and width, and upon such places and grades as the City Council may by ordinance or otherwise prescribe. Whenever the City Council shall deem it necessary that any sidewalk in the City of Brainerd shall be constructed or re-constructed, it shall by resolution direct such construction or re-construction,

specifying the width thereof, and the material of which the same is to be constructed. The publication of such resolution once in the official paper of the City shall be sufficient notice to the owners of the land along which said sidewalk is to be built to construct the same, and unless such owners shall each along each owner's respective land, construct and fully complete such sidewalks within two (2) weeks after the publication of such resolution as aforesaid, the City Council shall forthwith proceed to ascertain the expense of constructing the same and assess and levy such expense upon and against each lot and parcel of land upon which such sidewalk shall front. Such assessment shall be collected in the same way in all things as provided for the collection of special assessments under the provisions of Section 75 of this Charter. And the City Council may either before or after making such assessment cause such portion of such sidewalks as have not been built by the owners of such land fronting on the same and all street crossings to be built by the City, or upon contract or by any other person as the council may determine.

4. ~~SECTION 77.~~ If the owner of any lot or parcel of land shall suffer any sidewalk along the same to become broken, rotten or out of repair, it shall be the duty of the City Engineer to immediately repair the same in a good, substantial and thorough manner, and to report to the City Council the cost of such repairs in each case, and a description of the lot or parcel of land abutting which such repairs are made, and such report shall be filed and carefully preserved by the City Administrator. And the City Council shall once in each year, at, or as near as conveniently may be, the time of levying the yearly City taxes, assess and levy upon each of the parcels of land fronting or abutting upon sidewalks which have been repaired by the City, the cost of making such repairs. In each case such assessment for all such repairs within the year may be combined in one assessment roll and be collected as provided for in other special assessments in this Charter. In case any such sidewalk shall become so out of repair as to become dangerous and cannot be made safe without being rebuilt, and there are no funds to defray the expense of such rebuilding, it shall be the duty of the City Engineer to remove the same entirely, and the expense of such removal shall be added to the cost of rebuilding when the same shall be reconstructed, and collected with the assessment for such reconstruction.
5. ~~SECTION 78.~~ It shall be the duty of the City Council, before ordering the construction of any new sidewalk, to cause ground on which is to be built to be properly graded.
6. ~~SECTION 81.~~ No railway company or street company shall have any right in cleaning their tracks through any part of the City or otherwise, to pile up snow or other material and leave the same piled upon any traveled portion of any street in the City. Any such company shall be liable to any person who shall be injured by means of any obstruction caused by the company or its servants for all damages sustained. ~~And in case any damage shall be recovered against the City for injuries caused by such obstruction the City shall have the right to recover the same again from the company by whom the obstruction was caused.~~

7. ~~SECTION 92.~~ It shall require a two-thirds (2/3) vote of the members elect of the City Council to determine, in the first instance to make any improvement for which a special assessment may be levied, except in respect to sidewalks, when a majority shall suffice. But this restriction shall not apply to any subsequent act of the Council touching such improvement, or the special assessment to provide means therefor.
8. ~~SECTION 99.~~ The City Council may at its discretion defer payment of certain special assessments for street improvements as defined in Chapter 429 of the Minnesota Statutes where a financial hardship exists. The Council shall by Ordinance define the circumstances wherein such deferments may be made.

The City Council does endorse the principal of deferment of special assessments for those citizens where the payment of said special assessments constitute a financial hardship. The Council, in accordance therewith, may defer the payment of a special assessment on homestead property owned by a person who has a financial hardship and the payment of the assessment would create a further financial hardship.

The deferment may be granted upon an application by the owner on a form prescribed by the County Auditor supplemented by the City Administrator to establish the qualification of the owner for said deferment. All deferments shall be subject to renewal each following year upon the filing of a similar application not later than August 15. The Council shall either grant or deny the deferment, and if it grants the deferment, the deferred assessment shall bear interest at the rate established in the Resolution adopting the assessment. If the Council grants the deferment, the Administrator shall notify the County Auditor who shall record a notice of the deferment with the County Recorder setting forth the amount of the assessment.

A hardship shall be deemed prima facie to exist when all of the following apply:

- A. The applicant, his spouse and family combined shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of application. All data necessary to confirm applicant's income shall be furnished to the City Administrator.
- B. The total special assessments to be deferred exceed the sum specified in the most current Resolution adopted by the City Council setting this amount.
- C. The applicant certifies that the total assets of the applicant and spouse, exclusive of the homestead, do not exceed the sum specified in the most current Resolution adopted by the City Council setting this amount.
- D. The Crow Wing County Assessor's estimated market value of the applicant's homestead is less than the sum specified in the most current Resolution adopted by the City Council setting this amount.

Notwithstanding the foregoing provisions of this paragraph, the City Council may consider exceptional and unusual circumstances pertaining to an applicant not covered by the above standards; but any determination shall be made in a non-discriminatory manner and shall not give the applicant an unreasonable preference or advantage over other applicants.

The option to defer payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one of the following events:

- A. The death of the owner when there is no spouse who is eligible for deferment;
- B. The sale, transfer, or subdivision of all or any part of the property;
- C. Loss of homestead status on the property;
- D. Determination by the Council for any reason that there would be no hardship to require immediate or partial payment; or
- E. Failure to file a renewal application within the time prescribed in this section."

SECTION SIX: Chapter Eight is renumbered as follows.

CHAPTER ~~EIGHT~~SIX

PUBLIC UTILITIES COMMISSION

- 1. ~~SECTION 103.~~ The Public Utilities Commission shall control, operate and manage the water works plant and business, and the electric light plant and business, and all other public utilities which are now or may hereafter be owned by and operated within said City.
- 2. ~~SECTION 104.~~ 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. ~~SECTION 105.~~ The Secretary of the commission shall attend all meetings of the Commission and keep a record of all proceedings. The Secretary shall be the collector of all moneys which may be due or coming to said Commission or the City, on account of water rentals, light rentals, power rentals and otherwise on account of water, light or power furnished. The Secretary shall be the bookkeeper of said commission and shall keep books fully showing the names of all patrons consumers of water, light and power, and the amounts from them severally due, also all moneys collected, from whom collected and the several amounts thereof; and also all

purchases made by the Commission and all labor employed, and all money due and paid on account thereof. Said Secretary shall from day to day pay into the City Treasury all moneys so received, and shall receive from the City Treasury receipts therefor, which receipts shall be in duplicate, one copy of which shall be filed with the Commission and the other filed with the City Administrator. Said secretary shall at the end of each month, or within three days thereafter, make a report fully showing the receipts and disbursements during the last month, which report shall be in duplicate, one copy of which shall be filed with said commission and the other filed with the City Administrator.

The said Secretary shall give such bond as the board may require and approve, such bond to run to the City of Brainerd and to be conditioned that the Secretary will faithfully perform all the duties of the office as Secretary of the Public Utilities Commission, and that the Secretary will account for and pay over all money and property coming into the Secretary's possession. The Secretary shall perform such other and further duties as may be prescribed or directed by said Commission.

4. ~~SECTION 106.~~ The Commission shall have power to appoint and employ all necessary help to properly perform its duties and to fix their compensation subject to the approval of the City Council as provided for in Section 109 of the City Charter.
5. ~~SECTION 107.~~ Subject to state law, the Commission shall have power to fix all rates and compensation to be paid by consumers of water and electric light 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. ~~SECTION 108.~~ 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; nor shall any water main be ordered or extended unless the City Council shall so order the same by a resolution passed by a majority vote of all its members.
7. ~~SECTION 109.~~ The Commission shall, at the first meeting of the City Council, in December of each year, present a budget for the following year, which 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 such commission to make such expenditures. 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. ~~SECTION 110.~~ It is hereby made the duty of the Commission to furnish water to all private consumers, by water meter measurement so far as practicable, and so far as

practicable to furnish electric light and power to all consumers by electric meters. And it is made the duty of the Commission to furnish and place reliable water and electric meters for the said purposes, which meters shall be the property of the City and shall be considered in the possession and under the control of the commission, but the Commission shall have power to charge the consumers such reasonable rent for the use of such meters as they may deem proper, which rental charge may be added to and made a part of the charges made for water and electricity.

9. ~~SECTION 111.~~ All water rentals and electric light and power rentals, together with meter rentals which are not paid as due, are hereby made a charge against and lien upon the real estate for the use of which, or the occupants of which water and electricity is furnished; and it is made the duty of the Secretary of the Public Utilities Commission, on or before the first day of November of each year to furnish to and file with the Auditor of Crow Wing County, an itemized statement showing the amounts of such delinquencies and the property to be charged, and it shall be the duty of the County Auditor to extend the same upon the tax roll of the property as a tax and a charge against the property, and the same shall be collected by the County Treasurer as other taxes and paid to the City Administrator, who shall turn it into the water and light fund."

SECTION SEVEN: Chapter Nine is renumbered as follows, and Section 115 is hereby repealed.

CHAPTER ~~NINE~~SEVEN

THE PARK AND RECREATION BOARD

1. ~~SECTION 112.~~ The Park and Recreation Board shall have control and supervision of all parks, parkways, and boulevards within the City, and also of such streets and other public grounds as the City Council shall by proper resolution designate. It shall also establish the recreation policy and conduct and supervise recreation areas, facilities, services and programs for all types of public recreation. It shall have the authority to conduct activities and pay for the necessary supervision incidental thereto, on the grounds and properties owned, leased or controlled by the City of Brainerd, or on other properties with the consent of the owners or authorities who control the property. And it is made the duty of said Board to cause to be enforced all laws of the State and Ordinances and Resolutions of the City Council for the improvement, care and protection of the parks and other public property under its charge.
2. ~~SECTION 113.~~ The said board shall organize by selecting a President and Vice-President from its members and a Clerk, and the Clerk shall keep a full record of all proceedings of said board, and shall keep books showing all monies received and disbursed and the management of the business committed to said board.
3. ~~SECTION 114.~~ The said board shall establish the qualification for employment and shall have the authority to employ and determine the compensation of a trained and qualified Director of Parks and Recreation, and such other assistants, supervisors, playleaders, or other employees that may be necessary, in its

judgment, for the efficient administration, conduct and development of the public recreation program, within the monies provided for such purposes by the City. Said board shall have the power of coordination of services with other governmental programs, solicit and train volunteers, purchase supplies and equipment, develop and maintain facilities, procure or lease public or private properties, areas or facilities that may be required for programs, provided, however, that no property shall be procured by lease or otherwise for more than one year without the approval of the City Council. All expenditures shall be within the moneys appropriated by the City for such purposes, together with donations, gifts, bequests of any money, or any funds from earnings. All money received from donations, bequests or earnings shall be deposited in a special account managed by the board.

4. ~~SECTION 116.~~ The board shall each year prior to September 1 prepare a budget for park and recreation purposes for the ensuing fiscal year; subject to the approval of the city Council.
5. ~~SECTION 117.~~ The members of said board shall receive no compensation for their services except that the clerk shall be paid such salary for his/her services as the board shall recommend and the City Council determine.

SECTION EIGHT: Chapter Ten is renumbered as follows:

CHAPTER ~~TEN~~~~EIGHT~~

PUBLIC LIBRARY BOARD

1. ~~"SECTION 118.~~ The Library Board shall organize by appointing a President, Vice-President and Secretary from their number; such board shall have charge and supervision of the public library; together with all library buildings, grounds and other property pertaining to the public library, and shall have power to make and enforce such rules and regulations, as it may deem proper for the care, use, preservation and protection of all property. The City Council may pass all proper Ordinances for the care, preservation and protection of library property and provide for and enforce penalties for violation thereof.
2. ~~SECTION 119.~~ The Secretary of the Library Board shall keep books of account fully showing all moneys received and disbursed and the purposes therefor, and the exact condition of said fund, and shall annually on or before the first Council meeting in may make a statement fully showing all the receipts and disbursements of said fund for the last year and the exact condition, which report shall be in duplicate, one copy of which shall be preserved in that office and the other copy filed with the City Administrator.
3. ~~SECTION 120.~~ The general laws of the state with respect to the establishment and maintaining of public libraries are hereby made a part of this Charter, except so far as the same herein changed or modified."

SECTION NINE: Chapter Eleven is renumbered as follows and Sections 122, 125, 126 and 130 are hereby repealed.

CHAPTER ~~ELEVEN~~NINE

GENERAL PROVISIONS

1. ~~"SECTION 121.~~ The City council may from time to time provide for the compilation and publication of the Ordinances of the City, and such resolutions as may be designated, and for the distribution or sale of copies of such compilation in its discretion, and may also provide for exchange of such printed compilations for similar publications for other cities.
2. ~~SECTION 124.~~ All actions brought to recover any penalty or forfeiture under this act or the ordinances, resolutions, by-laws, or police or health regulations, made in pursuance thereof, shall be brought in the corporate name of the City.
3. ~~SECTION 127.~~ No penalty or judgment recovered in favor of the City shall be remitted or discharged, except by a vote of two-thirds of all the members of the City Council; but nothing in this section shall be so construed as to prohibit the judge of a court of jurisdiction from granting new trials or reversing any judgment rendered by the court according to the usual procedure of courts, nor to prohibit said court from suspending execution of sentence in its discretion.
4. ~~SECTION 128.~~ No City officer, or employee of the City, shall sell, dispose of, or convert to the officer's own use, any City property in the officer's charge without special authority from the City Council.
5. ~~SECTION 131.~~ That the Charter Commission of the City of Brainerd, as prescribed by state law, be composed of seven (7) members, each of whom shall be a qualified voter of the City of Brainerd."

SECTION TEN: Upon passage, this ordinance becomes effective 90 days after its publication.

Adopted this _____ day of _____, 2021

KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2021

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: First Reading - Proposed Ordinance No. 1517 - Ordinance Amending Section

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☒ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): David Chanski, CDD	Estimated Time Needed: 5 minutes
Summary of Issue: Section 515-66 of the Code of Ordinances regulates the operations of transient food units, which include trucks, trailers, wagons, carts, seasonal temporary food stands, etc. In the last few years, the Community Development Department has seen an increase in interest from transient food units who consider operating in Brainerd either consistently or sporadically. Unfortunately, many transient food units choose not to operate in Brainerd due to the City's rather restrictive transient food unit ordinance or operate unlicensed on weekends when staff is not in the office. Staff brought this issue before the City Council in August 2020, and the Council referred the issue to the Planning Commission. During the Planning Commission workshop on April 28th, staff lead the Commission through a discussion on three areas of the ordinance that staff requested the Commission consider revising. In the end, the Commission had consensus on three amendments to the ordinance.	
Alternatives, Options, Effects on Others/Comments: The three amendments to the ordinance are: 1) a uniform operation time across all operational areas of 7:00am to 11:00pm. 2) allowing transient food units to operate in any commercial district, except for B-1 (Neighborhood Office) Districts, and industrial district as well as Central Lakes College and the Franklin Arts Center. 3) eliminating the restriction that transient food units may not operate within 300 feet of the property line of a restaurant or bar that serves food.	
Recommended Action/Motion: Motion to hold the first reading of Proposed Ordinance No. 1517, an ordinance amending Section 515-66: Transient Food Unit Overlay District, and dispense with the actual reading of the ordinance. *To dispense with the actual reading of the ordinance, such a vote must be unanimous*	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

**ORDINANCE
NO. 1517**

**AN ORDINANCE AMENDING SECTION 515-66: TRANSIENT FOOD UNIT OVERLAY
DISTRICT**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: The title of Section 515-66 of the City Code is hereby amended by removing the following:

TFU – Transient Food Unit ~~Overlay District~~

SECTION TWO: Section 515-66-2 of the City Code is hereby amended by adding the following:

515-37-1: Established Boundaries and Permitted Hours of Operation. ~~The boundaries of the TFU – Transient Food Unit Overlay Districts are shown on the Transient Food Unit Overlay Map attached to this Ordinance as Appendix 1.~~ Transient Food Units are permitted to operate on any industrially zoned property or commercially zoned property within the City except those zoned B-1 (Residential Office) District. Transient Food units are also permitted to operate on property owned by Central Lakes College, the Franklin Arts Center, and Independent School District 181 regardless of zoning district.

~~Transient food unit hours of operation are identified as follow:~~

- | | |
|---|------------------------------|
| 1. West Brainerd | 11:00am to 7:00pm |
| 2. County Government Center | 11:00am to 7:00pm |
| 3. Downtown | 11:00am to 2:00am |
| 4. Northern Pacific Center | 11:00am to 2:00am |
| 5. Intersection of Hwys 18 and 25 | 11:00am to 7:00pm |
| 6. Brainerd Industrial Park | 11:00am to 7:00pm |
| 7. Central Lakes College | 11:00am to 7:00pm |
| 8. Franklin Art Center Parking Lot | 11:00am to 7:00pm |

Transient food unit hours of operation shall be limited to 7:00am to 11:00pm.

SECTION THREE: Section 515-66-4 of the City Code is hereby amended by removing the following:

~~16. Units cannot locate within 300' of the property line of a restaurant or bar that serves food.~~

SECTION FOUR: All other provisions of Section 515-66 shall remain in full force and effect.

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

Adopted this _____ day of _____, 2021

KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2021

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Published: One Time – _____

MEMO



TO: Planning Commission

FROM: David Chanski, Community Development Director

DATE: May 19, 2021

RE: Text Amendment – Section 515-66: Transient Food Unit Overlay District

Introduction

[Section 515-66](#) of the Code of Ordinances regulates the operations of transient food units, which include trucks, trailers, wagons, carts, seasonal temporary food stands, etc. In the last few years, the Community Development Department has seen an increase in interest from transient food units who consider operating in Brainerd either consistently or sporadically. Unfortunately, many transient food units choose not to operate in Brainerd due to the City's rather restrictive transient food unit ordinance or operate unlicensed on weekends when staff is not in the office.

During the Planning Commission workshop on April 28th, staff lead the Commission through a discussion on three areas of the ordinance that staff requested the Commission consider revising. In the end, the Commission had consensus on the following revisions.

Operating Times

Currently allowed hours of operation for transient food units are listed as follows:

- | | |
|------------------------------------|-------------------|
| - West Brainerd | 11:00am to 7:00pm |
| - County Government Center | 11:00am to 7:00pm |
| - Downtown | 11:00am to 2:00am |
| - Northern Pacific Center | 11:00am to 2:00am |
| - Intersection of Hwys 18 and 25 | 11:00am to 7:00pm |
| - Brainerd Industrial Park | 11:00am to 7:00pm |
| - Central Lakes College | 11:00am to 7:00pm |
| - Franklin Arts Center Parking Lot | 11:00am to 7:00pm |

Upon staff's recommendation, the Planning Commission agreed to consider a uniform operation time across all operational areas of 7:00am to 11:00pm. This would allow for transient food units to serve breakfast if they so choose as well as operate later into the dinner hour.

Operating Areas

Currently there are only eight allowed areas within the community that transient food units are allowed to operate. They are the same as listed above, and a map showing the boundaries of each district is attached. All properties along Washington St including the East Brainerd Mall property are not included as operational areas. Additionally, the strip mall that contains Ace Hardware and the Chamber of Commerce is also oddly excluded as

an operational area while the vast majority of properties in the commercial area of West Brainerd are included.

Upon staff's recommendation, the Planning Commission agreed to consider allowing transient food units to operate in any commercial district, except for B-1 (Neighborhood Office) Districts, and industrial district as well as Central Lakes College and the Franklin Arts Center. Most notably, this would expand operational areas to include properties along Washington Street, the East Brainerd Mall, the Ace Hardware strip, the South 6th St commercial area, the industrial/commercial area in between Hwys 210 and 25, and the entirety of the Hwy 25 and Oak St. intersection.

Distance from Restaurants and Bars

Section 515-66-4.16 currently prohibits transient food units from locating within 300 feet of the property line of any restaurant or bar that serves food. This restriction effectively negates the majority of currently allowed operational areas as there is at least one restaurant or bar that serves food within 300 feet of almost every private parking lot that would be suitable for the operation of a transient food unit.

Upon staff's recommendation, the Planning Commission agreed to consider eliminating this restriction.

Recommended Action

Staff recommends two actions:

1. Conduct the noticed public hearing on the attached proposed ordinance, amending Section 515-66 with the changes listed above.
2. Vote to recommend approval of the attached proposed ordinance to the City Council.



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Rezoning and Planned Unit Development - Country Manor

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): David Chanski, CDD	Estimated Time Needed: 10 minutes
Summary of Issue: The Foundation for Health Care Continuums has submitted applications for rezoning and Planned Unit Development (PUD). The applicant requests rezoning three parcels along Beaver Dam Road from R-A (Rural Agricultural) District to Planned Unit Development (PUD) District. The purposed of these requests is to construct a senior living facility comprised of 92 apartments and 18 memory care units as well as a childcare facility for 8 infants, 14 toddlers, 40 preschoolers and 30 school aged children.	
Alternatives, Options, Effects on Others/Comments: The Planning Commission consider this rezoning and PUD request in a special meeting held on Wednesday, May 26. Upon hearing staff's findings-of-fact, receiving a walkthrough of the development by the applicant, and conducting a public hearing, the Commission voted unanimously to recommend approval of the requested rezoning from R-A (Rural Agricultural) District to Planned Unit Development (PUD) District. They, likewise, voted unanimously to recommend approval of the Development Stage Plan, conditional on the rezoning of the property and the use of the City's residential lighting standards throughout the development as outlined in Section 515-18 of the City Code.	
Recommended Action/Motion: 1) Motion to conduct the first reading of Proposed Ordinance No. 1518, an ordinance amending Ordinance No. 812 pertaining to the zoning in the City of Brainerd, and dispense with the actual reading of the ordinance. 2) Motion to approve the Development Stage Plan for Country Manor, conditional on the rezoning of the property and the use of the City's residential lighting standards throughout the development as outlined in Section 515-18 of the City Code.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

MEMO



TO: Planning Commission

FROM: David Chanski, Community Development Director

DATE: May 26, 2021

RE: Consideration for Country Manor Rezoning and Planned Unit Development

The Foundation for Health Care Continuums has submitted applications for rezoning and Planned Unit Development (PUD). The applicant requests rezoning three parcels along Beaver Dam Road from R-A (Rural Agricultural) District to Planned Unit Development (PUD) District. The purposed of these requests is to construct a senior living facility comprised of 92 apartments and 18 memory care units as well as a childcare facility for 8 infants, 14 toddlers, 40 preschoolers and 30 school aged children.

The properties (the Site) on which this development will take place are not addressed but are legally described as:

N. 874.74 FT OF NE1/4 OF SW1/4, EXCEPT S. 12 ACRES OF N. 874.74 FT. SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD.

NW1/4 OF SE1/4 SECTION 33, EXCEPT THE S. 26.1 ACRES THEREOF

S 26.10 ACRES OF NWSE. TOGETHER WITH AN ESMNT OF RECORD.

P.I.N. 41330755, 41330745, 41330744

Section 33, Township 134, Range 28

Findings of Fact

1. The Site is currently zoned R-A (Rural Agricultural) District.
 - a. Neither multi-family, high density residential uses nor commercial day care facilities are allowed within R-A Districts.
2. [Section 515-75](#) of the City Code states that the purpose of the Planned Unit Development (PUD) District is to “provide for the integration and coordination of land parcels as well as the combination of various types of residential, commercial and industrial uses.”
3. Per Section 515-76-2, all permitted, permitted accessory, or conditional uses contained in Sections 51 through 71 of the Code shall be treated as potentially permitted uses within a PUD District.
 - a. Commercial day care facilities are considered a conditional use in B-2, B-3, and B-4 districts.
 - b. Multi-family dwellings are considered a permitted use in R-3 districts.

- c. Senior housing is considered a conditional use in R-2 and R-3 districts.
 - d. Residential care facilities serving 6 or more persons are considered a permitted use in R-2 districts.
 - e. Residential care facilities service 6 or fewer persons are considered a permitted use in R-3 districts.
- 4. There is no lot width, length, area, setback, impervious surface, or building use and design regulations within PUD districts.
 - a. Such regulations are determined through negotiation with a developer as part of the PUD review and approval process.
- 5. When considering a PUD proposal, [Section 515-11-3](#) states “The City may approve the Planned Unit Development (PUD) only if it is found that the development satisfies all of the following standards.”
 - a. The proposed Planned Unit Development (PUD) is in conformance with the Comprehensive Plan for Brainerd. At a minimum, the City shall find that the Planned Unit Development (PUD) does not conflict with the Comprehensive Plan with regard to the following:
 - 1. The use will not create an excessive burden on existing parks, schools, streets, and other public facilities and utilities, which serve or are proposed to serve the area.
 - 2. The residential elements of the development will solely serve seniors.
 - 3. The development includes its own open space areas.
 - 4. The development includes on site stormwater management.
 - 5. The development will connect to the City’s sewer, water, and electrical system.
 - a. The City Engineer and Brainerd Public Utilities have no concerns that this development will create an excessive burden on these utilities.
 - ii. The use is reasonably related to the overall needs of the City and is compatible with the surrounding land use.
 - 1. The City and Crow Wing County as a whole are in the need of diverse housing options.
 - 2. The surrounding areas are also residential in use.
 - 3. The City and Crow Wing County as a whole are in need of further childcare options.
 - iii. The Planned Unit Development (PUD) is an effective and unified treatment of the development possibilities on the project site and the development plans provide for the preservation of unique natural amenities such as streams, stream banks, wooded cover, rough terrain, and similar areas.
 - 1. The development intends to use the rural setting of the site as an integral element of the development, providing as much natural areas to its future residents as possible.
 - iv. The uses proposed will not have an undue and adverse impact on the reasonable enjoyment of neighboring property, and will not be detrimental to surrounding uses.

1. This property will be well separated from surrounding uses through natural screening and buffers.
- b. The Planned Unit Development (PUD) meets or exceeds the following development criteria:
 - i. A minimum of two (2) or more principal structures is proposed.
 1. More than 2 principal structures are proposed.
 - ii. The tract is at least 2 acres in size.
 1. The Site is approximately 54 acres in size.
- c. The use is consistent with the requirements of the Zoning Ordinance.
 - i. The use will be consistent with the requirements of the Zoning Ordinance if rezoned from R-A (Rural Agricultural) District to PUD District.
- d. The Planned Unit Development (PUD) can be planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site.
 - i. Natural buffers shall be maintained between existing developments and the Site.
 - ii. The surrounding developments are comprised of residential properties and a care facility.
- e. Each phase of the proposed development is of sufficient size, composition, and arrangement so that it's construction, marketing, and operation are feasible as a complete unit, and that provision for and construction of dwelling units and common open space are balanced and coordinated. In addition, the total development is designed in such a manner as to form a desirable and unified environment within its own boundaries.
 - i. The proposed development will be complete development that will occur all in one stage.
 - ii. Any potential future development on the Site will serve to further support the initial development's use and character.
- f. Financing is available to the applicant on conditions and in an amount which is sufficient to assure completion of the Planned Unit Development (PUD). To evidence this finding, a written statement of financial feasibility, which is accepted by the City, shall be submitted by the applicant.
 - i. The applicant has the ability to acquire the necessary financing to complete the proposed development in full.
 - ii. The applicant will be required to provide proof of financing with approval of the Final Plan.
- g. One (1) individual has been designated by the property owner(s) to be in control of the development.
 - i. While the property owner has and shall continue to work in conjunction with multiple entities throughout the development process, the property owner maintains all rights, authority, and management of the development.
- h. The Planned Unit Development (PUD) provides for architectural diversity by way of varied building types and exterior building design.

- i. The development is a contiguous development comprised of similar yet separate designs.
- i. Underground Utilities. In any Planned Unit Development (PUD), all utilities, including, but not limited to, telephone, electricity, gas and cable television shall be installed underground.
 - i. All utilities in the development are planned to be placed underground.
- j. Utility Connections.
 - i. Water Connections. Where more than one property is served from the same service line, a shut off valve must be located in such a way that each unit's service may be shut off and secured by the City, in addition to the normally supplied shut off at the street.
 - 1. Individual shutoffs will be located throughout the development.
 - ii. Sewer Connections. Where more than one (1) unit is served by a sanitary sewer lateral which exceeds three hundred (300) feet in length, provision must be made for a manhole to allow adequate cleaning and maintenance of the lateral. All maintenance and cleaning shall be the responsibility of the property owners association or owner.
 - 1. Manholes will be located throughout the development.
- k. Roadways, Private.
 - i. Design. Private roadways within the project shall have an improved surface to twenty-eight (28) feet or more in width and shall be so designed as to permit the City fire trucks to provide protection to each building.
 - 1. Proposed private roadways have been reviewed by the City Engineer and Fire Chief and have been deemed adequate.
 - ii. Parking. No portion of the required private road system may be used in calculating required off-street parking space or be used for parking.
 - 1. There is no listed off-street parking requirement within PUD districts within the Code.
 - 2. Staff believes the proposed dedicated parking areas will sufficiently serve the development.
- l. Landscaping. In any Planned Unit Development (PUD), landscaping shall be provided according to a plan approved by the City Council, which shall include a detailed planting list with sizes and species indicated as part of the final plan. In assessing the landscaping plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structures and the overall scheme of the Planned Unit Development plan.
 - i. A detailed landscape plan has been submitted.
 - ii. Significant natural buffers will be maintained that will more than adequately screen the development from surrounding areas and roadways.
- m. Public services. The proposed project shall be served by the City water and sewer system and fire hydrants shall be installed at such locations as necessary to provide fire protection.

- i. The development will be served by City sewer and water and the location of fire hydrants has been reviewed by the Fire Department.
 - n. Refuse. Provision for trash pick-up shall be provided according to a plan approved by the City Council.
 - i. Per City Code, refuse must be collected at a minimum of a weekly basis.
 - o. Best Management Practices. All Planned Unit Developments shall incorporate Best Management Practices for stormwater management as defined by Section 515-2-2 of this Ordinance, subject to review and approval of City staff, Planning Commission and City Council.
 - i. [Section 515-2-2](#) of the City Code defines Best management Practices as “Schedules of activities, prohibitions of practices, general good house keeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.”
 - ii. Three stormwater retention areas are proposed.
 - iii. The City Engineer has reviewed the proposed development for stormwater impacts and has expressed no concerns.
 - p. Sidewalks and Trails. Except as otherwise determined by the City Council, concrete sidewalks not less than five (5) feet in width and/or bituminous trails not less than eight (8) feet in width shall be provided.
 - i. The proposed development is exempt from this restriction as all proposed roadways are private.
 - q. Development Agreement. Prior to a rezoning or the issuance of a building permit as part of a Planned Unit Development (PUD), the developer shall execute a development agreement with the City. The agreement shall detail all use restrictions and required improvements conditional to the Planned Unit Development (PUD) rezoning or Conditional Use Permit approval. The agreement shall provide for the installation within one (1) year of the off-site and on-site improvements as approved by the City Council, secured by a cash escrow or security in an amount and with conditions satisfactory to the City, to insure the City that such improvements will be actually constructed and installed according to specifications and plans approved by the City as expressed in such agreement. The amount of the financial guarantee shall be one and one-half (1½) times the estimated cost of the improvements as determined by the City of Brainerd.
 - i. The City Attorney shall draft a development agreement that shall be executed between the City and the Foundation for Health Care Continuums upon approval of the Development Stage Plan by the City Council and prior to review of the Final Stage Plan.
6. Northern sections of the Site are within the Gilbert Lake shoreland district.

- a. Per [Section 530.09](#) Subd. 5 Paragraph B of the City Code, impervious surface coverage of lots must not exceed 25% of the lot area.
 - b. Approximately 650,312 square feet (14.93 acres) of the Site, exclude the proposed Outlot B, are within the shoreland district.
 - c. Per the recommendation of consultants with Swanson Haskamp Consulting, the overall impervious surface allowed on the Site should be calculated by combining the 25% impervious surface restriction of the areas within the shoreland district to the allowed impervious surface of the non-shoreland areas.
 - d. The City Code does not list an impervious surface restriction in PUD districts.
 - e. Staff has calculated the total allowable impervious surface 2 ways:
 - i. Total impervious surface percentage allowed using the residential 60% restriction in non-shoreland areas: 49%
 - ii. Total impervious surface percentage allowed with no restrictions in the non-shoreland areas as allowed in commercially and industrial zoned areas: 75.75%
 - f. As this development has both commercial and residential uses, staff recommends allowing a maximum of 60% total impervious surface.
 - i. 60% impervious for this site (excluding the proposed Outlot B) would be approximately 1,206,653 sq. ft. (27.7 acres).
7. Planned Unit Developments are generally reviewed and approved in 3 phases: Concept Plan review, Development Plan review, and Final Plan review.
- a. This application is a Development Stage Plan review, skipping the Concept Plan review step.
 - i. Per Section 515-11-11.D, "In cases of single stage Planned Unit Development (PUD) or where the applicant wishes to begin the first stage of a multiple stage Planned Unit Development (PUD) immediately, they may, at their option, submit Development Stage Plans for the proposed Planned Unit Development (PUD) simultaneously with the submission of the General Concept Plan. In such case, the applicant shall comply with all the provisions of this Ordinance applicable to submission of the Development Stage Plan. The Planning Commission and City Council shall consider such plans simultaneously and shall grant or deny Development Stage Plan approval in accordance with the provisions of this section."

Review Process

The review process for this PUD request shall be as follows:

1. The Planning Commission shall review the Development Stage Plan and make a recommendation to the City Council whether to approve the Plan with recommended amendments and/or conditions to the Plan. A public hearing shall be held.
2. Upon receipt of the Planning Commission's recommendations, the City Council shall consider the recommendations.

3. Upon approval of the City Council, the City Attorney shall prepare a Development Agreement which stipulates the specific terms and conditions approved by the City Council and accepted by the applicant.
4. A Final Stage Plan covering the area designated in the Development Stage Plan as the first stage of the PUD shall be filed for review by the Planning Commission within 6 months from the date the City Council grants Development Stage Plan approval. Upon application by the applicant, the City Council may at its discretion extend for not more than 6 months, the filing deadline for any Final Plan when, for good cause shown, such extension is necessary.

Staff Opinion

Staff makes two recommendations:

- 1) Motion to approve the requested rezoning of the Site from R-A (Rural Agricultural) District to Planned Unit Development (PUD) District.
- 2) Motion to approval of the Development Stage Plan conditional on the approved rezoning of the property.

**City Planning Department**

City Hall – 501 Laurel Street
 Brainerd, MN 56401
 218-828-2309/Fax 218-828-2316
 www.ci.brainerd.mn.us

RECEIVED

MAY 13 2021

CITY OF BRAINERD
ADMINISTRATION

Receipt # _____
 Check # _____
 Date Paid: _____

LAND USE APPLICATION

	RESIDENTIAL	COMMERCIAL
CONDITIONAL USE PERMIT	☐ (\$250.00)	☐ (\$400.00 + \$500.00 escrow deposit)
REZONING	☐ (\$300.00)	☒ (\$500.00)
VARIANCE	☐ (\$250.00)	☐ (\$400.00 + \$500.00 escrow deposit)
ZONING TEXT AMENDMENT	☐ (\$250.00)	☐ (\$400.00)
PLANNED UNIT DEVELOPMENT	☐ (\$250.00 + \$1,000.00 escrow deposit)	☐ (\$400.00 + \$1,000.00 escrow deposit)

PROPERTY ADDRESS: PIDs 41330745, 41330755, and 41330744

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
 (attach description if lengthy)

Property Owner Name: Foundation for Health Care Continuums

Street Address: 520 1st St. NE City: Sartell State: MN Zip Code 56377

Phone Number: 320-253-1920 Fax: 320-656-5922 E-mail: bkelm@countrymanor.org

Applicant Name: (If different than Property Owner) _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____ E-mail: khargurth@countrymanor.org

Description of Request: Rezone parcels to Planned Unit Development District to allow for the development of the properties to construct a senior living complex with child day care services available to the general public.

Property Owner Signature

Date

Foundation for Health Care Continuums

(Please print name)

Applicant Signature

5-11-2021

Date

Brian Kelm

(Please print name)

(OVER)

**ORDINANCE
NO. 1518**

**AN ORDINANCE AMENDING ORDINANCE NO. 812
PERTAINING TO THE ZONING IN THE CITY OF BRAINERD**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That existing Section 515-04-02 of the Brainerd City Code is hereby amended by changing the zoning designation of the properties below from an R-A (Rural Agricultural) District to a Planned Unit Development (PUD) District for the following:

The following properties are zoned Planned Unit Development (PUD) District and are legally described as:

N. 874.74 FT OF NE1/4 OF SW1/4, EXCEPT S. 12 ACRES OF N. 874.74 FT. SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD.

P.I.N. 41330755

Section 33, Township 134, Range 28

NW1/4 OF SE1/4 SECTION 33, EXCEPT THE S. 26.1 ACRES THEREOF

P.I.N. 41330745

Section 33, Township 134, Range 28

S 26.10 ACRES OF NWSE. TOGETHER WITH AN ESMNT OF RECORD.

P.I.N. 41330744

Section 33, Township 134, Range 28

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

Adopted this ____ day of _____, 2021

KELLY BEVANS
President of the Council

Approved this ____ day of _____, 2021

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Published: One Time, _____, 2021



City Planning Department

City Hall – 501 Laurel Street
Brainerd, MN 56401
218-828-2309/Fax 218-828-2316
www.ci.brainerd.mn.us

Receipt # _____
Check # _____
Date Paid: _____

LAND USE APPLICATION

RESIDENTIAL

CONDITIONAL USE PERMIT ☐ (\$250.00)
REZONING ☐ (\$300.00)
VARIANCE ☐ (\$250.00)
ZONING TEXT AMENDMENT ☐ (\$250.00)
PLANNED UNIT DEVELOPMENT ☐ (\$250.00 +
\$1,000.00 escrow deposit)

COMMERCIAL

☐ (\$400.00 + \$500.00 escrow deposit)
☐ (\$500.00)
☐ (\$400.00 + \$500.00 escrow deposit)
☐ (\$400.00)
☒ (\$400.00 + \$1,000.00 escrow deposit)

PROPERTY ADDRESS: PIDs 41330745, 41330755, and 41330744

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy)

Property Owner Name: Foundation for Health Care Continuums

Street Address: 520 1st St. NE City: Sartell State: MN Zip Code 56377

Phone Number: 320-253-1920 Fax: 320-656-5922 E-mail: bkelm@countrymanor.org

Applicant Name: (If different than Property Owner) _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____ E-mail: khargurth@countrymanor.org

Description of Request: A Planned Unit Development for the development of a senior living facility comprised of 92 apartments and 18 memory care units as well as a child care facility for 8 infants, 14 toddlers, 40 preschoolers and 30 school aged children.

Property Owner Signature

Date

Foundation for Health Care Continuums

(Please print name)

Brian C. Kelm

Applicant Signature

5-11-2021

Date

Brian C. Kelm

(Please print name)

(OVER)



Country Manor - Brainerd



Country Manor - Brainerd



Country Manor - Brainerd



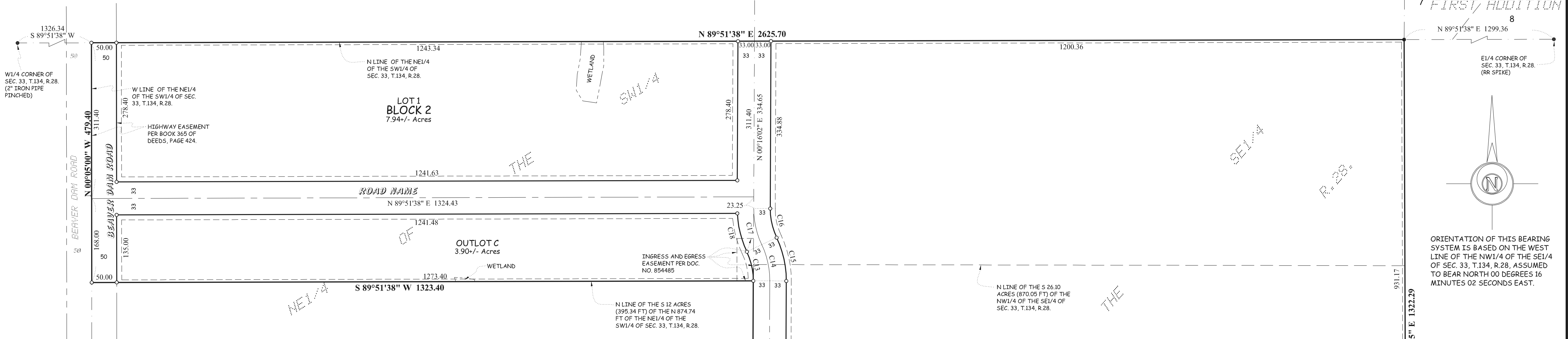
Country Manor - Brainerd



Country Manor - Brainerd

O'MALLEY & KRON LAND SURVEYORS, INC.
340 CHAPEL HILL RD.
COLD SPRING, MN 56320
PH. 320-685-5905

COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD



KNOW ALL PERSONS BY THESE PRESENTS: That CM Brainerd LLC, a Minnesota limited liability company, owner of the following described property, situated in the City of Brainerd, County of Crow Wing, State of Minnesota, described as follows, to-wit:

The South 26.10 Acres of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4), Section Thirty-three (33), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West, Crow Wing County, Minnesota.
AND
Northwest Quarter of the Southeast Quarter (NW1/4-SE1/4), Section Thirty-three (33), Township One Hundred Thirty-four (134), Range Twenty-eight (28), except the South 26.10 acres thereof, Crow Wing County, Minnesota.
AND
The North 874.74 feet of NE1/4 of SW1/4, Except the South 12 acres of the North 874.74 feet, Crow Wing County, Minnesota.

have caused the same to be surveyed and platted as COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD and do hereby donate and dedicate to the public for public use forever the public ways and drainage and utility easements as created by this plat.

In witness whereof said CM Brainerd, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

NAME, TITLE
STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by NAME, TITLE of CM Brainerd, LLC, a Minnesota limited liability company.

(Notary Signature) (Notary Printed Name)
NOTARY PUBLIC, _____ COUNTY, STATE OF _____
MY COMMISSION EXPIRES: _____

I, Daniel M. Kron, hereby certify that I have surveyed and platted the property described on this plat as COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD, that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands (as defined in MN Statute 505.01 subd.3) or public ways to be designated other than shown.

Daniel M. Kron, Professional Land Surveyor
Minnesota Registration No. 42621

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Daniel M. Kron, Professional Land Surveyor, Minnesota Registration No. 42621.

(Notary Signature) (Notary Printed Name)
NOTARY PUBLIC, _____ COUNTY, STATE OF MINNESOTA
MY COMMISSION EXPIRES: _____

This plat of COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD was approved by the Planning Commission of the City of Brainerd, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____.

Chairman
Secretary

This plat of COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD was approved by the City Council of the of Brainerd, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____.

Mayor
City Administrator

County Auditor/Treasurer, Crow Wing County, Minnesota

Pursuant to Minnesota Statutes, Chapter 272.12, that there are no delinquent taxes on the land hereinbefore described on this plat and transfer and pursuant to Chapter 505.021, Subd. 9, taxes payable for the year 20____ on the land hereinbefore described have been paid this _____ day of _____, 20____.

Auditor/Treasurer
Crow Wing County, Minnesota

County Recorder, Crow Wing County, Minnesota

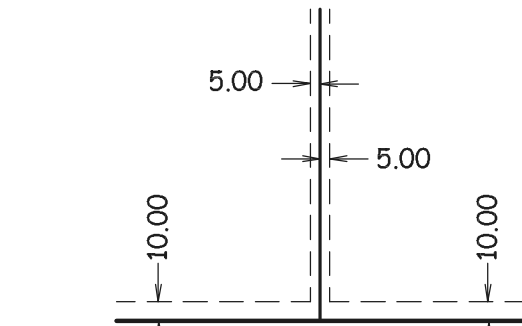
I hereby certify that the within instrument was filed in the office for record on the _____ day of _____, 20____, A.D. _____ at _____ o'clock _____ M.

County Recorder
Crow Wing County, Minnesota

Deputy County Recorder
Crow Wing County, Minnesota

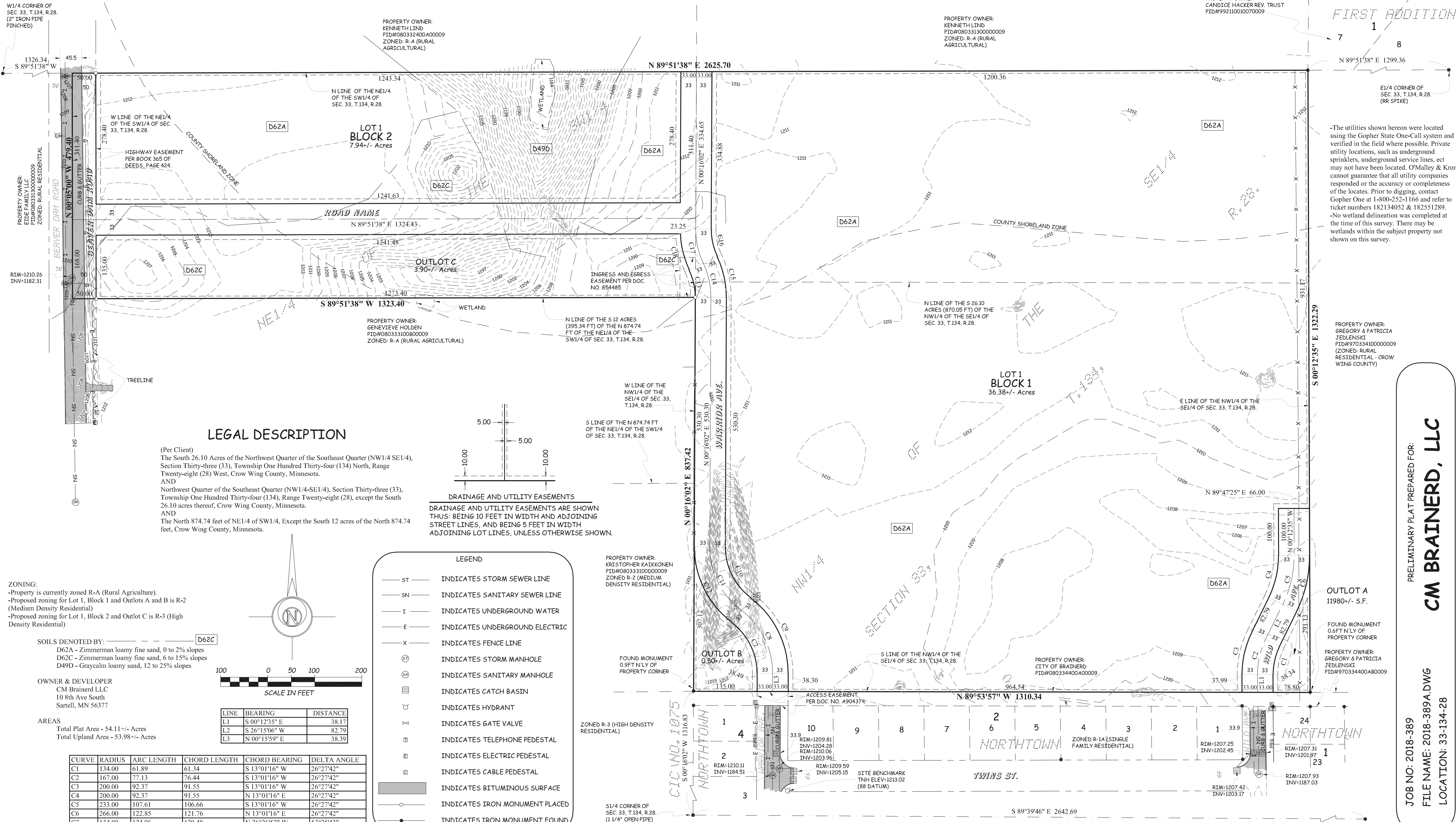
LINE	BEARING	DISTANCE
L1	S 00°12'35" E	38.17
L2	S 26°15'06" W	82.79
L3	N 00°15'59" E	38.39

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	134.00	61.89	61.34	S 13°01'16" W	26°27'42"	C10	134.00	124.96	120.48	S 26°26'51" E	53°25'46"
C2	167.00	77.13	76.44	S 13°01'16" W	26°27'42"	C11	167.00	155.73	150.15	S 26°26'51" E	53°25'46"
C3	200.00	92.37	91.55	S 13°01'16" W	26°27'42"	C12	200.00	186.50	179.82	S 26°26'51" E	53°25'46"
C4	200.00	92.37	91.55	N 13°01'16" E	26°27'42"	C13	134.00	60.07	59.57	N 12°34'30" W	25°41'03"
C5	233.00	107.61	106.66	S 13°01'16" W	26°27'42"	C14	167.00	74.86	74.24	N 12°34'30" W	25°41'03"
C6	266.00	122.85	121.76	N 13°01'16" E	26°27'42"	C15	200.00	89.65	88.91	N 12°34'30" W	25°41'03"
C7	134.00	124.96	120.48	N 26°26'52" W	53°25'43"	C16	134.00	60.07	59.57	S 12°34'30" E	25°41'03"
C8	167.00	155.73	150.15	N 26°26'52" W	53°25'43"	C17	167.00	74.86	74.24	S 12°34'30" E	25°41'03"
C9	200.00	186.50	179.82	N 26°26'52" W	53°25'43"	C18	200.00	79.66	79.14	S 14°00'22" E	22°49'18"



DRAINAGE AND UTILITY EASEMENTS
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN
THUS: BEING 10 FEET IN WIDTH AND ADJOINING
STREET LINES, AND BEING 5 FEET IN WIDTH
ADJOINING LOT LINES, UNLESS OTHERWISE SHOWN.

PRELIMINARY PLAT OF: COUNTRY MANOR SENIOR LIVING CAMPUS OF BRAINERD



LEGAL DESCRIPTION

(Per Client)
The South 26.10 Acres of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4), Section Thirty-three (33), Township One Hundred Thirty-four (134) North, Range Twenty-eight (28) West, Crow Wing County, Minnesota.
AND
Northwest Quarter of the Southeast Quarter (NW1/4-SE1/4), Section Thirty-three (33), Township One Hundred Thirty-four (134), Range Twenty-eight (28), except the South 26.10 acres thereof, Crow Wing County, Minnesota.
AND
The North 874.74 feet of NE1/4 of SW1/4, Except the South 12 acres of the North 874.74 feet, Crow Wing County, Minnesota.

ZONING:
-Property is currently zoned R-A (Rural Agriculture).
-Proposed zoning for Lot 1, Block 1 and Outlots A and B is R-2 (Medium Density Residential)
-Proposed zoning for Lot 1, Block 2 and Outlot C is R-3 (High Density Residential)

SOILS DENOTED BY:
D62A - Zimmerman loamy fine sand, 0 to 2% slopes
D62C - Zimmerman loamy fine sand, 6 to 15% slopes
D49D - Graycalm loamy sand, 12 to 25% slopes

OWNER & DEVELOPER
CM Brainerd LLC
10 8th Ave South
Sartell, MN 56377

AREAS
Total Plat Area - 54.11 +/- Acres
Total Upland Area - 53.98 +/- Acres

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	134.00	61.89	61.34	S 13°01'16" W	26°27'42"
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DRAINAGE AND UTILITY EASEMENTS
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN
THUS: BEING 10 FEET IN WIDTH AND ADJOINING
STREET LINES, AND BEING 5 FEET IN WIDTH
ADJOINING LOT LINES, UNLESS OTHERWISE SHOWN.

- LEGEND
- ST — INDICATES STORM SEWER LINE
 - SN — INDICATES SANITARY SEWER LINE
 - I — INDICATES UNDERGROUND WATER
 - E — INDICATES UNDERGROUND ELECTRIC
 - X — INDICATES FENCE LINE
 - ⊙ INDICATES STORM MANHOLE
 - ⊙ INDICATES SANITARY MANHOLE
 - ⊙ INDICATES CATCH BASIN
 - ⊙ INDICATES HYDRANT
 - ⊙ INDICATES GATE VALVE
 - ⊙ INDICATES TELEPHONE PEDESTAL
 - ⊙ INDICATES ELECTRIC PEDESTAL
 - ⊙ INDICATES CABLE PEDESTAL
 - INDICATES BITUMINOUS SURFACE
 - INDICATES IRON MONUMENT PLACED
 - INDICATES IRON MONUMENT FOUND

340 CHAPEL HILL RD.
COLD SPRING, MN 56320
PH. 320-685-5905
FAX 320-685-3056

PRELIMINARY PLAT PREPARED BY:
O'MALLEY & KRON
LAND SURVEYORS, INC.

1004 2nd ST. SE
WILLMAR, MN 56201
PH. 320-235-4012
FAX 320-685-3056

REVISED 04-21-20 (REVISED WILD AVE., ADDED SHORELAND ZONE)
REVISED 09-01-20 (ADDED TOPOGRAPHY TO BEAVER DAM ROAD)
REVISED 11-01-19 (CHANGED LOCATION OF WARRIOR AVE)

I HEREBY CERTIFY THAT THIS SURVEY, PLAN 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.

DANIEL M. KRON
MINNESOTA REGISTRATION NO. 42621

DATE: 12-06-18

SHEET 1 OF 1

PRELIMINARY PLAT PREPARED FOR:
CM BRAINERD, LLC

JOB NO: 2018-389
FILE NAME: 2018-389A.DWG
LOCATION: 33-134-28

PRELIMINARY PLANS

FOR

SITE, GRADING, EROSION CONTROL, SANITARY SEWER, WATERMAIN AND STORM SEWER

FOR

COUNTRY MANOR OF BRAINERD

BRAINERD, MN

PREPARED FOR:

GLT ARCHITECTS

808 COURTHOUSE SQUARE
ST. CLOUD, MN 56303

CONTACT: EVAN LARSON

PHONE: 320-252-3740

EMAIL: ELARSON@GLTARCHITECTS.COM

PREPARED BY:

Westwood

Phone (320) 253-9495 3701 12th Street North, Suite 206
Fax (320) 358-2001 St. Cloud, MN 56303
Toll Free (800) 270-9495 westwoodps.com

Westwood Professional Services, Inc.

PROJECT NUMBER: 0024151.00

CONTACT: BRAD C. WILKENING

SHEET INDEX	
SHEET LIST TABLE	
Sheet Number	Sheet Title
C1.0	COVER
C2.0	SITE PLAN
C3.0	OVERALL GRADING & DRAINAGE PLAN
C3.1	ENLARGED GRADING & DRAINAGE PLAN
C4.0	EROSION CONTROL PLAN
C5.0	SANITARY & WATERMAIN PLAN
C5.1	STORM SEWER PLAN
C6.0	DETAILS
C6.1	DETAILS

NO.	DATE	REVISION	SHEETS
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	-	-	
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PRELIMINARY PLANS

FOR

SITE, GRADING, EROSION CONTROL, SANITARY SEWER, WATERMAIN AND STORM SEWER

FOR

COUNTRY MANOR OF BRAINERD
BRAINERD, MN

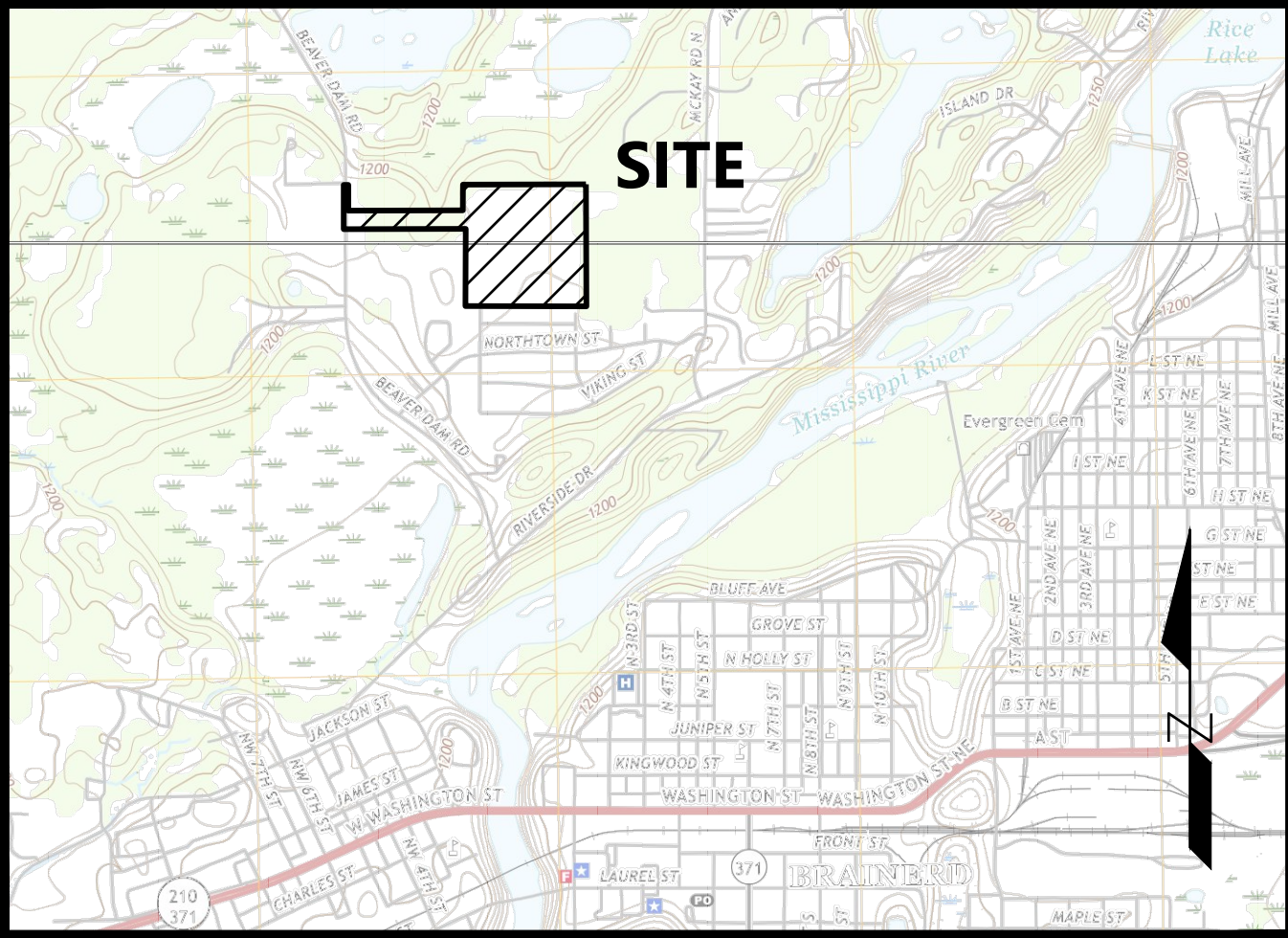
NORTH

DATE04/30/21

PROJECT0024151.00

C1.0

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance



Vicinity Map
(NOT TO SCALE)

GLTArchitects

808 Courthouse Square, St. Cloud, MN 56303
(320) 253-3740
www.gltarchitects.com

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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.
BRAD C. WILKENING
DATE: 04/30/21 LICENSE NO. 26908

Westwood

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Fax (320) 358-2001 St. Cloud, MN 56303
Toll Free (800) 270-9495 westwoodps.com
Westwood Professional Services, Inc.

Revision Schedule

Revision Number	Revision Description	Revision Date

construction document
-100% status

KEY PLAN

COUNTRY MANOR

NEW FACILITY

Revision Schedule

Revision Number	Revision Description	Revision Date
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construction
document
-100% status

KEY PLAN

COUNTRY MANOR

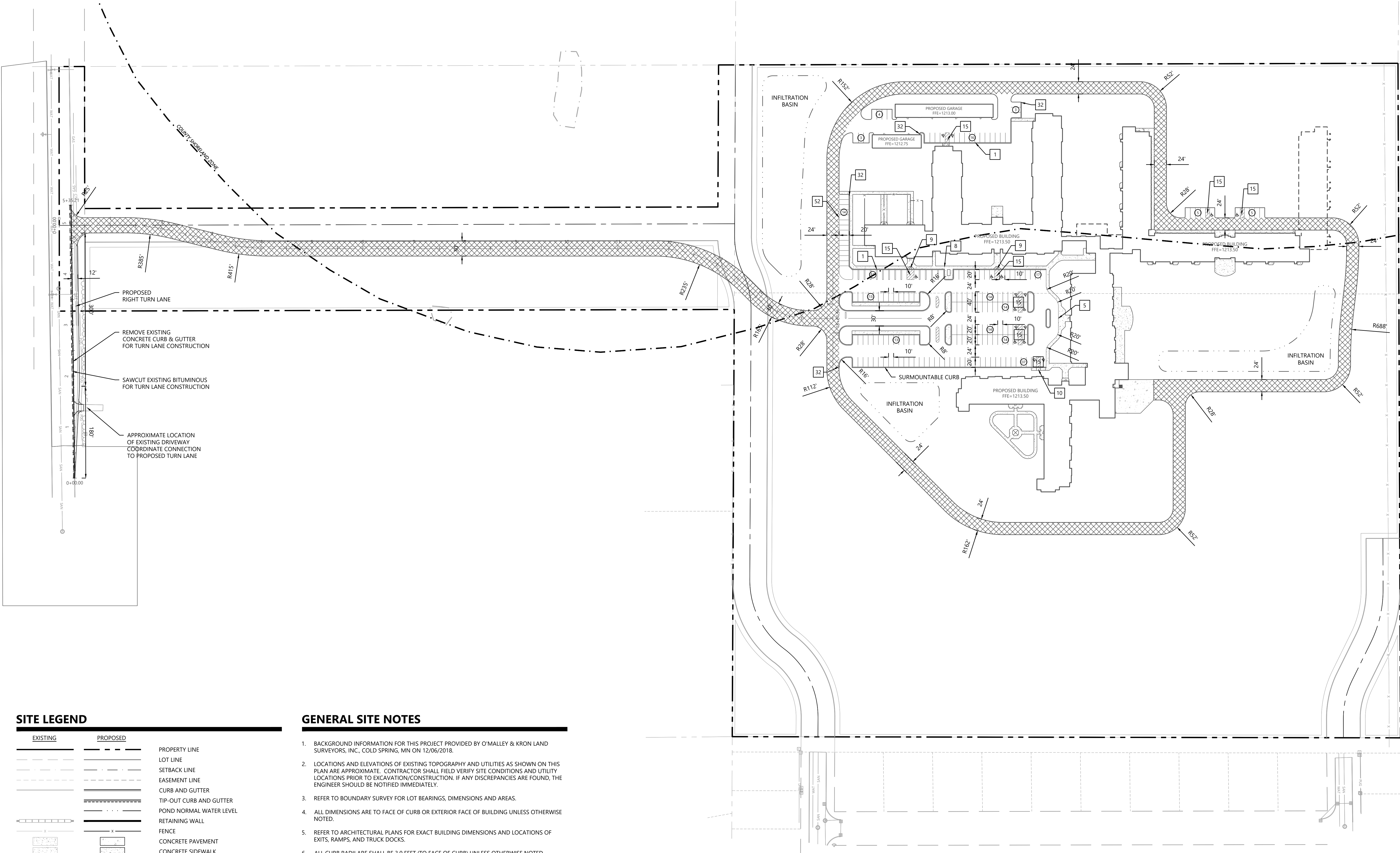
NEW FACILITY

BRainerd, MINNESOTA

DATE	04/30/21
PROJECT	0024151.00

C2.0

COUNTRY MANOR OF BRAINERD



SITE LEGEND

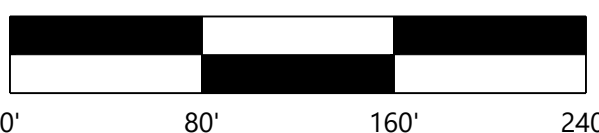
EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	LOT LINE
---	---	SETBACK LINE
---	---	EASEMENT LINE
---	---	CURB AND GUTTER
---	---	TIP-OUT CURB AND GUTTER
---	---	POND NORMAL WATER LEVEL
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE PAVEMENT
---	---	CONCRETE SIDEWALK
---	---	HEAVY DUTY BITUMINOUS PAVEMENT
---	---	NORMAL DUTY BITUMINOUS PAVEMENT
---	---	NUMBER OF PARKING STALLS
---	---	TRANSFORMER
---	---	SITE LIGHTING
---	---	TRAFFIC SIGN
---	---	POWER POLE
---	---	BOLLARD / POST

1 SITE DETAILS (SI-0XX)

- 1 B612 CURB AND GUTTER
- 5 INTEGRAL CURB AND WALK
- 8 PRIVATE CONCRETE SIDEWALK
- 9 PRIVATE PEDESTRIAN CURB RAMP
- 10 PRIVATE PARALLEL PEDESTRIAN CURB RAMP
- 14 SIGN INSTALLATION
- 15 HANDICAP ACCESSIBLE SIGNAGE AND STRIPING
- 32 BEAVER TAIL CURB
- 52 CONCRETE VALLEY GUTTER

GENERAL SITE NOTES

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY O'MALLEY & KRON LAND SURVEYORS, INC., COLD SPRING, MN ON 12/06/2018.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADII ARE SHALL BE 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE **B612** UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL 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 AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.



PRELIMINARY

SITE PLAN

Call 48 Hours before digging:
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Common Ground Alliance



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(820) 253-3740
www.gltarchitects.com

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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.

BRAD C. WILKENING
DATE: 04/30/21 LICENSE NO. 26908

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Fax (320) 358-2001 St. Cloud, MN 56303
Toll Free (800) 270-9455 westwoodps.com
Westwood Professional Services, Inc.

Revision Schedule

Revision Number	Revision Description	Revision Date
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construction
document
-100% status

KEY PLAN

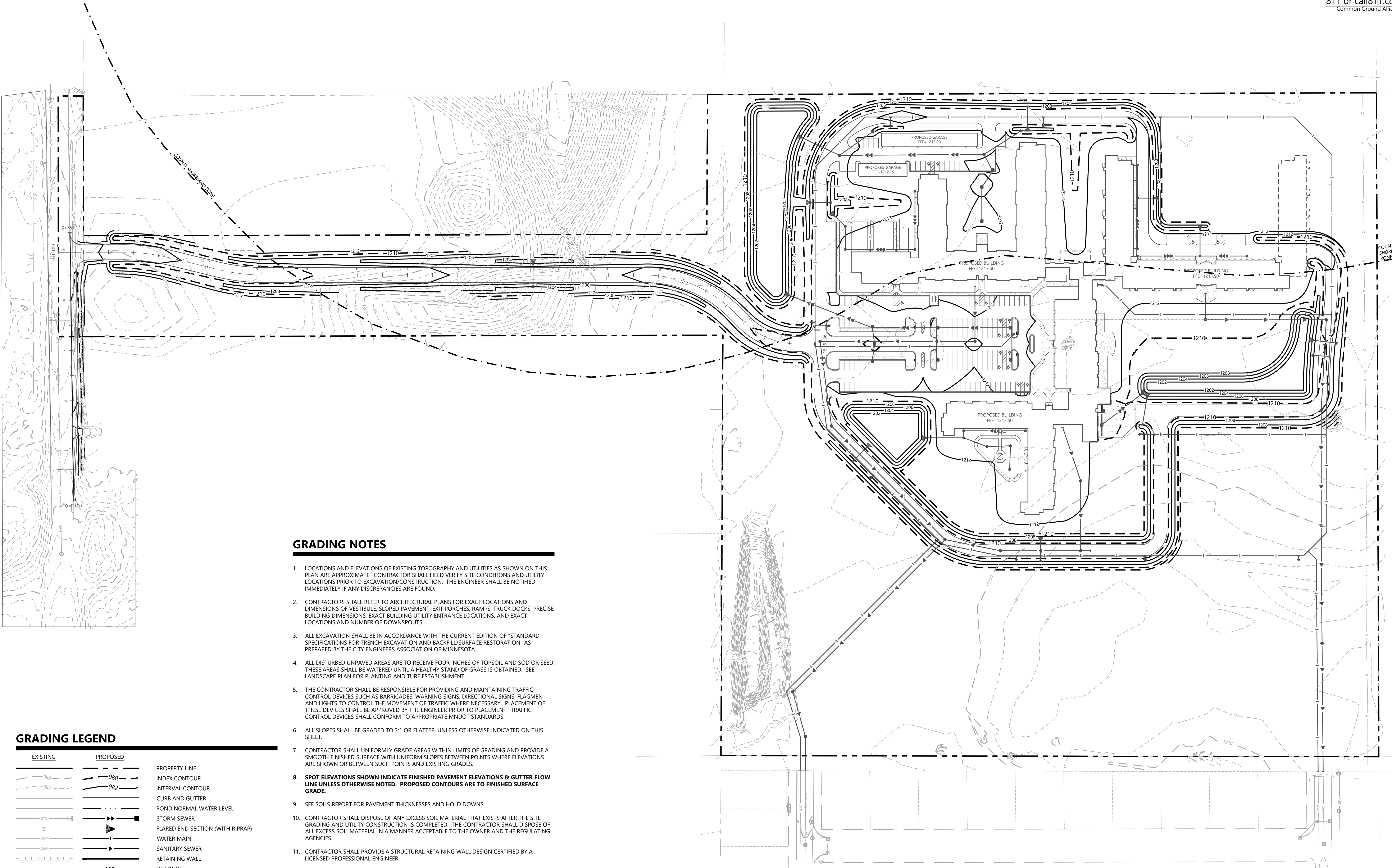
COUNTRY MANOR

NEW FACILITY

BRainerd, MINNESOTA

DATE 04/30/21
PROJECT 0024151.00

C3.0

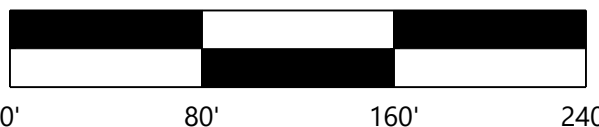


GRADING NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.**
- SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY-LOADED TANDEM-AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.
- EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
- ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.

GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
		GRADING LIMITS
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION

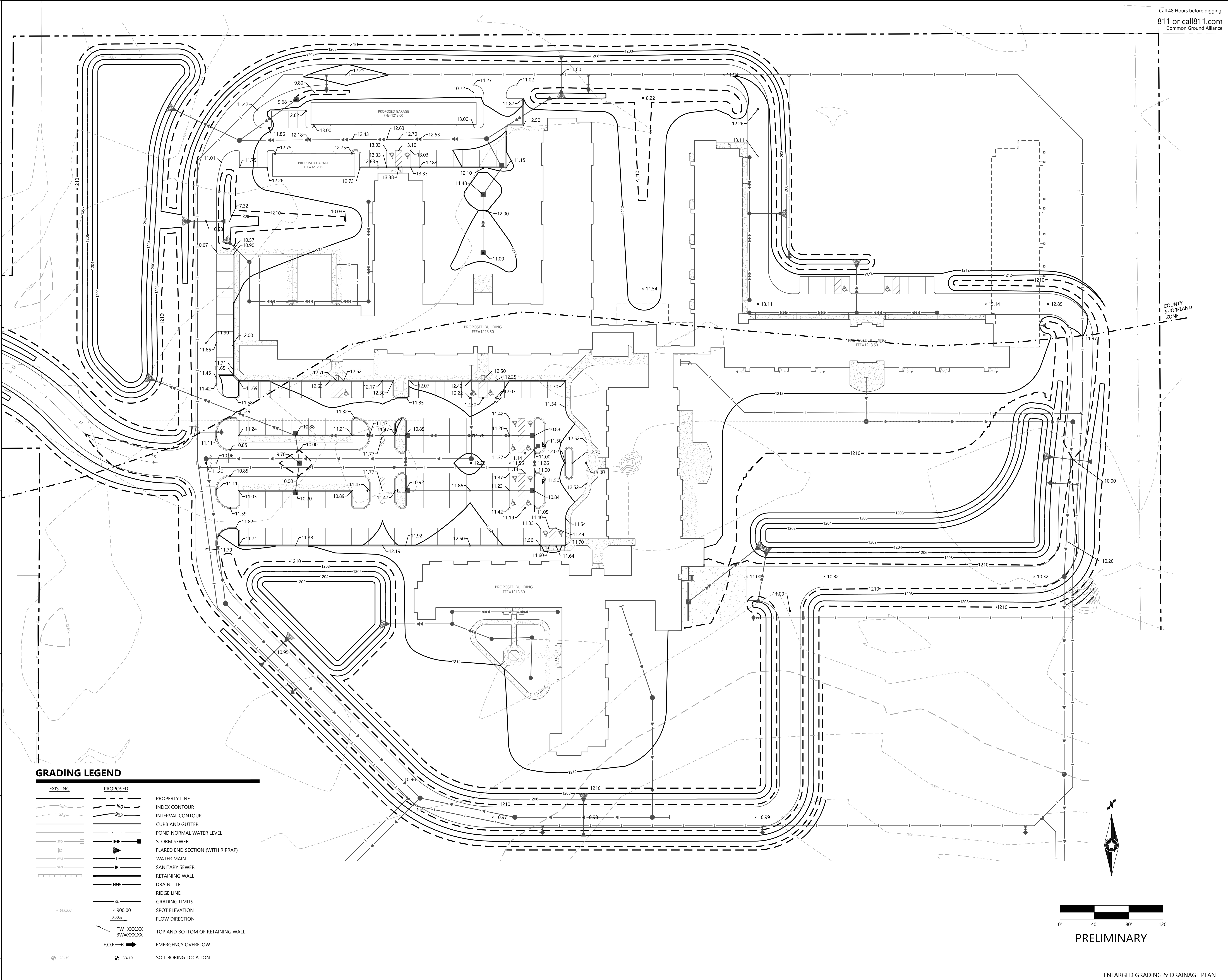


PRELIMINARY

OVERALL GRADING & DRAINAGE PLAN

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GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
		GRADING LIMITS
		SPOT ELEVATION
		FLOW DIRECTION
		TW=XXXXXX
		BW=XXXXXX
		E.O.F.
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION

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BRAD C. WILKENING
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Revision Schedule		
Revision Number	Revision Description	Revision Date

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KEY PLAN

COUNTRY MANOR

NEW FACILITY

BRainerd, MINNESOTA

DATE 04/30/21
PROJECT 0024151.00
C3.1

ENLARGED GRADING & DRAINAGE PLAN

COUNTRY MANOR OF BRAINERD

Revision Schedule

Revision Number	Revision Description	Revision Date
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construction
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KEY PLAN

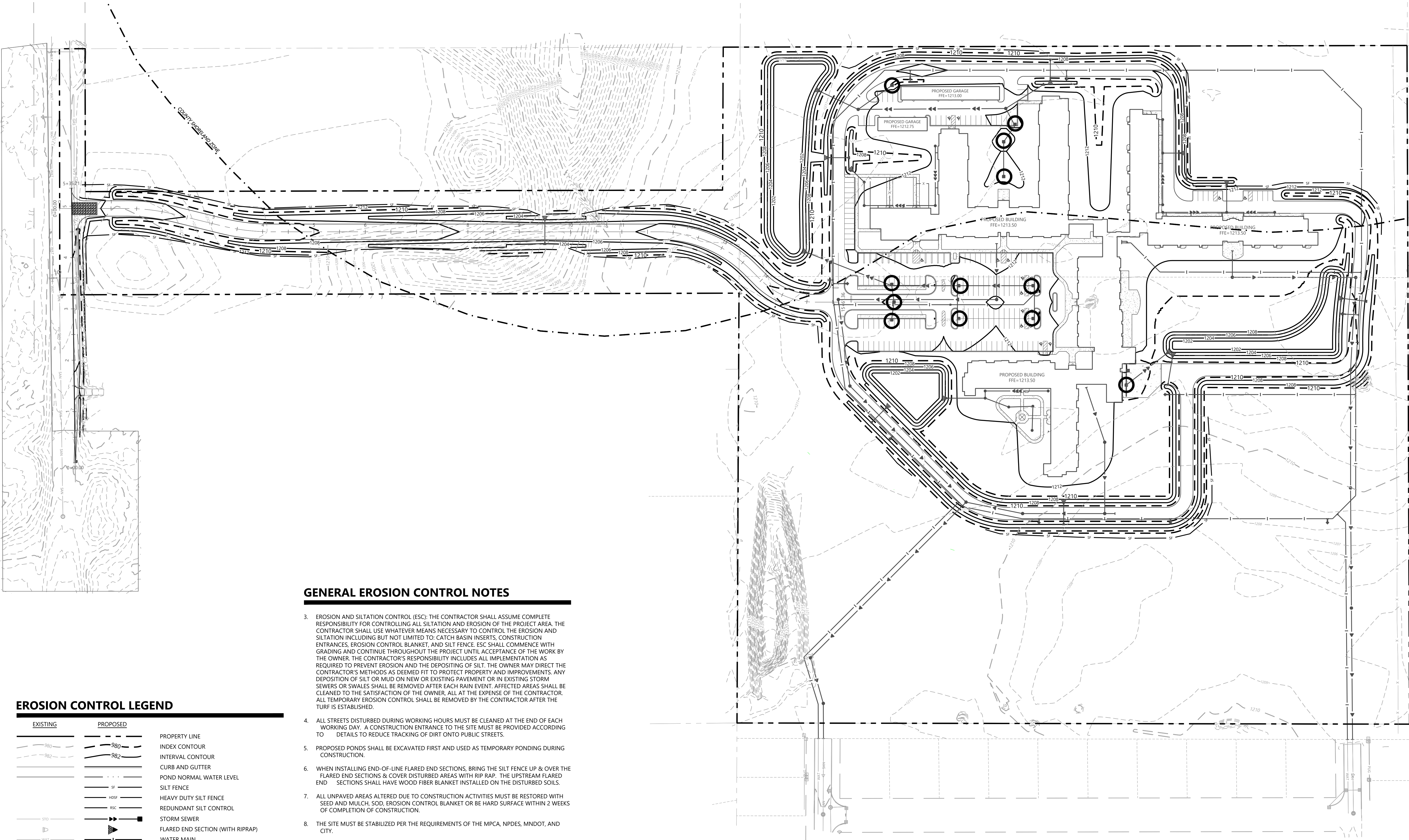
COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

DATE	04/30/21
PROJECT	0024151.00

C4.0

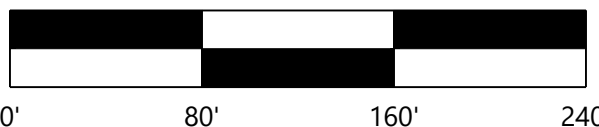


EROSION CONTROL LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		SILT FENCE
		HEAVY DUTY SILT FENCE
		REDUNDANT SILT CONTROL
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		GRADING LIMITS
		ROCK CONSTRUCTION ENTRANCE
		EROSION CONTROL BLANKET
		TURF REINFORCEMENT MAT
		E.O.F. ->
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION
		INLET PROTECTION

GENERAL EROSION CONTROL NOTES

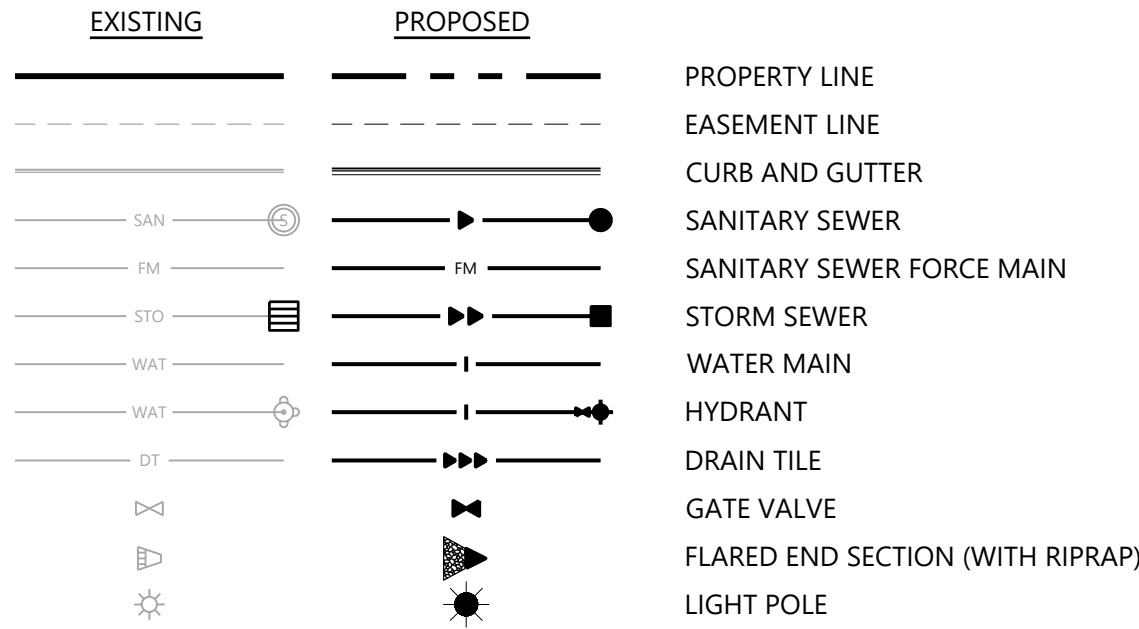
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
- ALL SILT FENCE AND OTHER EROSION CONTROL FEATURES SHALL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND SHALL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED. EXISTING SILT FENCE ON-SITE SHALL BE MAINTAINED AND OR REMOVED AND SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONTRACT. IT IS OF EXTREME IMPORTANCE TO BE AWARE OF CURRENT FIELD CONDITIONS WITH RESPECT TO EROSION CONTROL. TEMPORARY PONDING, DIKES, HAYBALES, ETC., REQUIRED BY THE CITY SHALL BE INCIDENTAL TO THE GRADING CONTRACT.
- EROSION AND SILTATION CONTROL (ESC): THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE WHATEVER MEANS NECESSARY TO CONTROL THE EROSION AND SILTATION INCLUDING BUT NOT LIMITED TO: CATCH BASIN INSERTS, CONSTRUCTION ENTRANCES, EROSION CONTROL BLANKET, AND SILT FENCE. ESC SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY DIRECT THE CONTRACTOR'S METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITION OF SILT OR MUD ON NEW OR EXISTING PAVEMENT OR IN EXISTING STORM SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN EVENT. AFFECTED AREAS SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER, ALL AT THE EXPENSE OF THE CONTRACTOR. ALL TEMPORARY EROSION CONTROL SHALL BE REMOVED BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
- ALL STREETS DISTURBED DURING WORKING HOURS MUST BE CLEANED AT THE END OF EACH WORKING DAY. A CONSTRUCTION ENTRANCE TO THE SITE MUST BE PROVIDED ACCORDING TO DETAILS TO REDUCE TRACKING OF DIRT ONTO PUBLIC STREETS.
- PROPOSED PONDS SHALL BE EXCAVATED FIRST AND USED AS TEMPORARY PONDING DURING CONSTRUCTION.
- WHEN INSTALLING END-OF-LINE FLARED END SECTIONS, BRING THE SILT FENCE UP & OVER THE FLARED END SECTIONS & COVER DISTURBED AREAS WITH RIP RAP. THE UPSTREAM FLARED END SECTIONS SHALL HAVE WOOD FIBER BLANKET INSTALLED ON THE DISTURBED SOILS.
- ALL UNPAVED AREAS ALTERED DUE TO CONSTRUCTION ACTIVITIES MUST BE RESTORED WITH SEED AND MULCH, SOD, EROSION CONTROL BLANKET OR BE HARD SURFACE WITHIN 2 WEEKS OF COMPLETION OF CONSTRUCTION.
- THE SITE MUST BE STABILIZED PER THE REQUIREMENTS OF THE MPCA, NPDES, MNDOT, AND CITY.
 - TEMPORARY (GREATER THAN 1-YEAR) SEED SHALL BE MNDOT SEED MIX 22-111 AT 30.5-POUNDS PER ACRE.
 - TEMPORARY (LESS THAN 1-YEAR) SEED SHALL BE MNDOT SEED MIX 21-112 (FALL) OR 21-111 (SPRING/SUMMER) AT 100-POUNDS PER ACRE
 - INFILTRATION/FILTRATION BASIN SHALL BE MNDOT SEED MIX 34-262 AT 14.5-POUNDS PER ACRE.
 - POND SLOPES SHALL BE MNDOT SEED MIX 33-261 AT 35-POUNDS PER ACRE.
 - GENERAL SEEDING SHALL BE MNDOT SEED MIX 25-151 AT 70-POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT TYPE 1 APPLIED AT 2-TONS PER ACRE.
- FOR AREAS WITH SLOPE OF 3:1 OR GREATER, RESTORATION WITH SOD OR EROSION CONTROL BLANKET IS REQUIRED.
- ALL TEMPORARY STOCKPILES MUST HAVE SILT FENCE INSTALLED AROUND THEM TO TRAP SEDIMENT.
- ALL PERMANENT PONDS USED AS TEMPORARY SEDIMENT BASINS DURING CONSTRUCTION SHALL BE DREDGED AFTER THE SITE HAS BEEN STABILIZED TO RESTORE THE POND TO THE PROPOSED BOTTOM ELEVATION.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL AND STATE RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- THE SITE MUST BE KEPT IN A WELL-DRAINED CONDITION AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY DITCHES, PIPING OR OTHER MEANS REQUIRED TO INSURE PROPER DRAINAGE DURING CONSTRUCTION. LOW POINTS IN ROADWAYS OR BUILDING PADS MUST BE PROVIDED WITH A POSITIVE OUTFLOW.
- PUBLIC STREETS USED FOR HAULING SHALL BE KEPT FREE OF SOIL AND DEBRIS. STREET SWEEPING SHALL BE CONCURRENT WITH SITE WORK.



PRELIMINARY

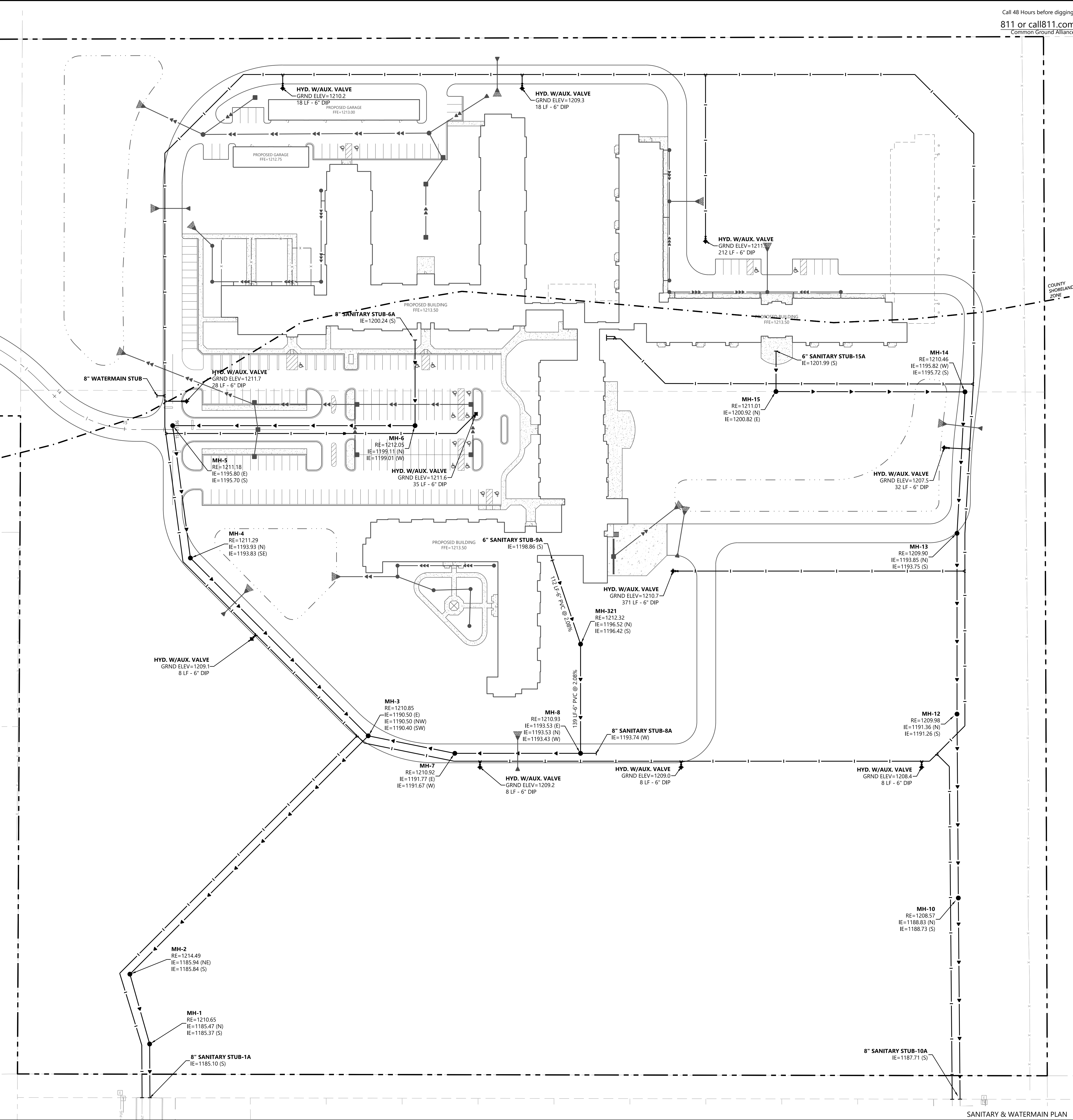
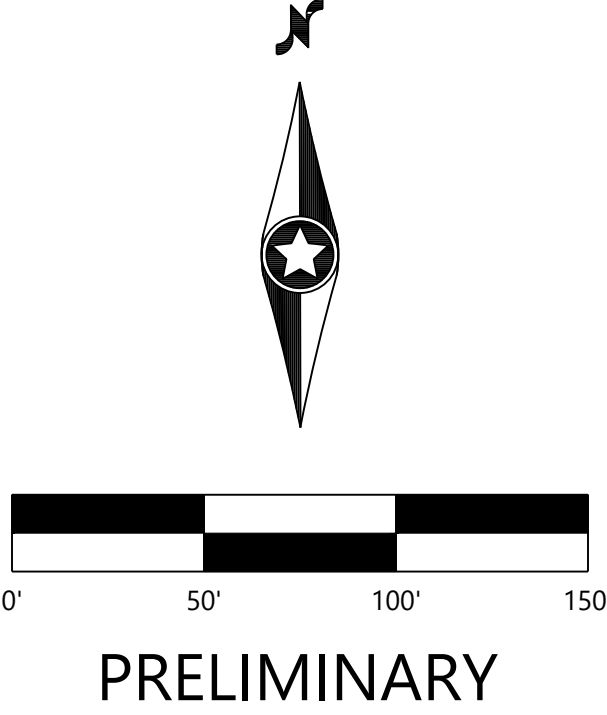
EROSION CONTROL PLAN

SANITARY SEWER AND WATERMAIN LEGEND



GENERAL WATERMAIN & SANITARY SEWER NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SANITARY SEWER AND WATER MAIN MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE, AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE HORIZONTAL LENGTHS. ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING ON SLOPES OR WHEN DEFLECTIONS ARE REQUIRED. THE JOINT DEFLECTIONS SHALL NOT EXCEED THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER OR BY LOCAL GOVERNING SPECIFICATIONS. FITTINGS REQUIRED TO CONSTRUCT WATER MAIN SHALL BE INCLUDED IN WATER MAIN CONSTRUCTION.
8. PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
9. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH SANITARY SEWER OR STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 10-FEET OF THE CROSSING. INSULATE CROSSINGS WITH STORM SEWER.
10. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
11. DUCTILE IRON WATER LINES SHALL BE CLASS 52, PER AWWA C115 OR C151. COPPER WATER LINES SHALL BE TYPE K PER ASTM B88. PVC WATER LINES SHALL BE PER AWWA C300 AND INSTALLED PER AWWA C605 IF ALLOWED BY CITY.
12. ALL WATER LINES SHALL HAVE 8" MINIMUM COVER. INSULATE WATER MAIN IF LESS THAN 8" OF COVER. INSULATION SHALL BE DOW STYROFOAM HI BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
13. SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 OR 26. SDR 26 IS REQUIRED FOR DEPTHS GREATER THAN 15 FEET. SANITARY SEWER PIPE WITHIN 5 FEET OF THE BUILDING AND UNDER FOOTINGS SHALL BE SCHEDULE 40 PER ASTM D2665. ALL PLASTIC SANITARY SEWER SHALL BE INSTALLED PER D2321. JOINT WELD JOINTS MUST INCLUDE USE OF A PRIMER WHICH IS OF A CONTRASTING COLOR TO THE PIPE AND CEMENT. ALL SANITARY SEWER SHALL BE TESTED ACCORDING TO MINNESOTA PLUMBING CODE, PART 712.0.
14. ALL NONCONDUCTIVE PIPE SHALL BE INSTALLED WITH A LOCATE (TRACER) WIRE PER MINNESOTA PLUMBING CODE, PART 604.9.
15. POST INDICATOR VALVES SHALL BE CLOW F-5750 (OR EQUIVALENT) MEETING AWWA STANDARD C509 AND CITY STANDARDS. VALVE TO BE MECHANICAL JOINT RESILIENT WEDGE GATE VALVE. POST TO BE ADJUSTABLE FOR 8 FEET WATER MAIN DEPTH. THE ELECTRICAL ALARM SWITCH SHALL BE PART NO. PCVS2 (OR EQUIVALENT).
16. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.
17. ALL MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.



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BRAD C. WILKENING
DATE: 04/30/21 LICENSE NO. 26908

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Revision Schedule

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KEY PLAN

COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

NORTH

DATE 04/30/21
PROJECT 0024151.00

C5.0

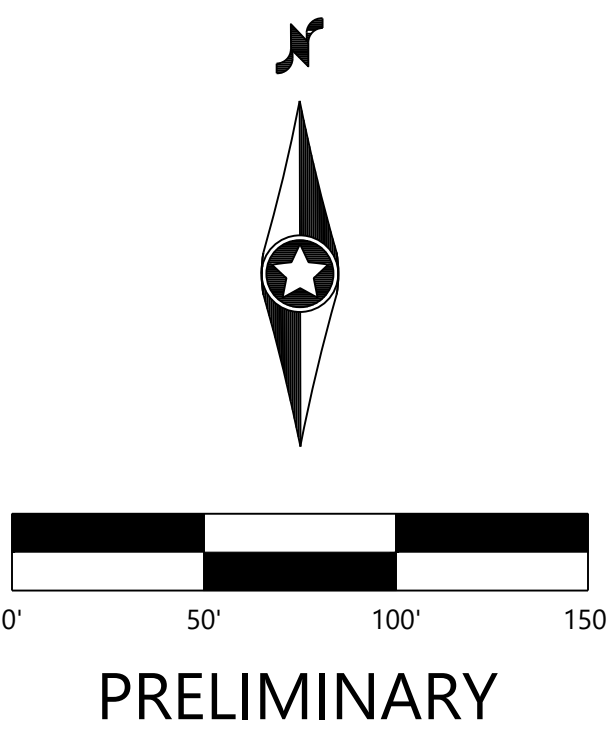
COUNTRY MANOR OF BRAINERD

STORM SEWER LEGEND

EXISTING	PROPOSED	PROPERTY LINE
		EASEMENT LINE
		CURB AND GUTTER
		SANITARY SEWER FORCE MAIN
		STORM SEWER
		WATER MAIN
		HYDRANT
		DRAIN TILE
		GATE VALVE
		FLARED END SECTION (WITH RIPRAP)
		LIGHT POLE

GENERAL STORM SEWER NOTES

- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
- ALL STORM SEWER MATERIAL AND INSTALLATIONS SHALL BE PER CITY REQUIREMENTS, MINNESOTA PLUMBING CODE, AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
- ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
- A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTION WITHIN 10-FEET OF THE CROSSING. INSULATE CROSSINGS WITH STORM SEWER.
- UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
- STORM SEWER PIPE:
 - RCP AND HDPE PIPE MAY BE INSTALLED WITH APPROVAL OF LOCAL GOVERNING AGENCY.
 - REINFORCED CONCRETE PIPE SHALL BE CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED, PER ASTM C76 WITH R-4 GASKETS.
 - HDPE STORM PIPE 4- TO 10-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF AASHTO M252. HDPE STORM PIPE 12- TO 60-INCHES IN DIAMETER SHALL MEET REQUIREMENTS OF ASTM F2306. FITTINGS SHALL BE PER ASTM D3212 AND INSTALLED PER ASTM D2321.
 - PVC STORM SEWER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PIPE PER ASTM D2665 AND INSTALLED PER ASTM D2321.
 - CORRUGATED METAL PIPE (CMP) FOR SIZES 18- TO 120-INCH AND MUST MEET ASTM A760 OR ASTM A796 AND BE INSTALLED PER ASTM A796. CMP MAY NOT BE INSTALLED WITHIN 10-FEET OF A WATERMAIN, WATER SERVICE, OR A BUILDING.
 - ALL STORM SEWER JOINTS AND STRUCTURE CONNECTIONS SHALL BE GASTIGHT OR WATERTIGHT AS REQUIRED BY MINNESOTA PLUMBING CODE, PART 707.3. STORM SEWER LOCATED WITHIN 10-FEET OF A BUILDING AND/OR WATER LINE SHALL BE TESTED PER MINNESOTA PLUMBING CODE, PART 712.
- ALL NONCONDUCTIVE PIPE SHALL BE INSTALLED WITH A LOCATE (TRACER) WIRE PER MINNESOTA PLUMBING CODE, PART 604.9.
- AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.
- ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET AND MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS ON PLAN REFLECT THE SUMPED ELEVATIONS.



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BRAD C. WILKENING
DATE: 04/30/21 LICENSE NO. 26908

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KEY PLAN

COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

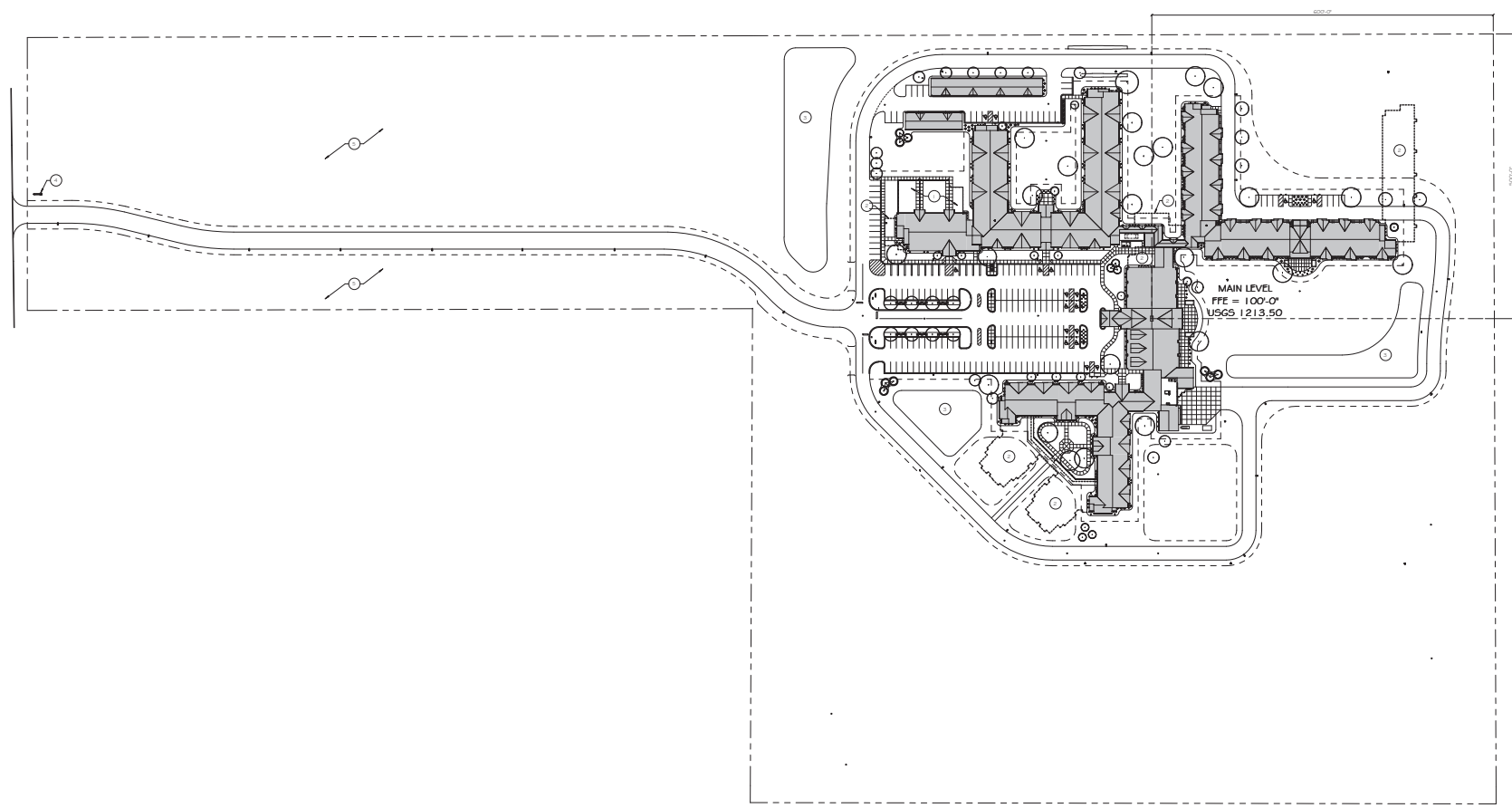
DATE 04/30/21
PROJECT 0024151.00

C5.1

STORM SEWER PLAN

- GENERAL SITE PLAN NOTES**
- A. CONTRACTOR SHALL FURTHER STAKE OUT ENTIRE NEW BUILDING PRIOR TO THE START OF EXCAVATION. NOTIFY ARCHITECT OF ANY DISCREPANCY BETWEEN SITE PLAN AND STAKED WORK.
 - B. ALL EXCAVATED SOIL, NOT SUITABLE FOR ENGINEERED FILL, MAY BE SALVED FOR USE AS SITE GRADING MATERIAL.
 - C. CONTRACTOR SHALL USE CONTIGUOUS AS A GUIDE. EXACT DRAINAGE SHALL BE DETERMINED IN FIELD WITH ARCHITECT. ALL DRAINAGE SHALL BE AWAY FROM BUILDING TO NATURAL FLOW.
 - D. VERIFY FENCING REQUIREMENTS WITH GENERAL CONTRACTOR.
 - E. LOCATE EXISTING UTILITIES PRIOR TO ANY WORK.
 - F. COORDINATE EXISTING UTILITIES WITH MECHANICAL AND ELECTRICAL.
 - G. REMOVAL AND REPAIRS WITHOUT CHANGING EXISTING PRESENTATION.
 - H. PATCH SHALL BE RETURNED TO MATCH EXISTING AS REQUIRED.
 - I. FIGURED DIMENSIONS SHALL BE FOLLOWED IN PREFERENCE TO SCALED MEASUREMENTS. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO SUIT ADJACENT ELEMENTS.
 - J. MINIMUM SLOPE FOR PAVING (BITUMEN) = 1%. CONCRETE PAVING AND CONCRETE = 2%. MINIMUM CROSSED SLOPE OF SIDEWALKS = 2%. MINIMUM GRADE FOR TREES OR TREES AREAS: 1/8."

- PLAN NOTES**
- PLAYGROUND.
 - FUTURE EXPANSION.
 - WATER RETENTION POND.
 - MONUMENT SIGN, SEE SHEET A1.7.
 - CLEAR UNDERGROWTH IN EXISTING WOODED AREA.



275 CAMPUS SITE PLAN
1" = 80'-0"

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EVAN LARSON
DATE 30 APRIL 2021 REG. NO. 42552

Revision Schedule		
Revision Number	Revision Description	Revision Date
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COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

NORTH

DATE	10 MAY 2021
PROJECT	1839

A1.0

SITE PLAN - CAMPUS

25 ENLARGED SITE PLAN - NORTH
1" = 20'-0"

31 ACCESSIBLE PARKING SIGN
1/2" = 1'-0"

32 PIPE BOLLARD DETAIL
1/2" = 1'-0"

33 ACCESSIBLE PARKING
1/2" = 1'-0"

34 PEDESTRIAN CURB CUT DETAIL
3/8" = 1'-0"

ENI AB

GENERAL SITE PLAN NOTES

- [illegible]

PLAN NOTES

- CONCRETE STOP, SEE STRUCTURAL.
- CONCRETE SIDEWALK.
- CONCRETE PAVING.
- CONCRETE CURB AND GUTTER, SEE CIVIL.
- CONCRETE ROLL OVER ACCESSIBLE CURB, SEE CIVIL.
- BITUMINOUS PAVING, SEE CIVIL.
- ACCESSIBLE PARKING SIGN, SEE DETAIL 31(A) - I.
- NO PARKING SIGN AT HEAD OF DETAIL 31(A) - I FOR PAINT MARKINGS.
- ACCESSIBLE PARKING SIGN, SEE DETAIL 31(A) - I FOR PAINT MARKINGS.
- ACCESSIBLE PARKING SIGN, PAINT STOPPING AT 40° OF C.
- PAINT STOPPING, 40° WHITE LINE AT PARKING SPACES, TYPICAL.
- 48" HIGH CHAIN LINK FENCING AT PERIMETER OF PLAYGROUND.
- 36" HIGH PRE-MANUFACTURED FENCE GATE.
- 18" DEEP LAUNDRY SAND.
- POLE LIGHT, SEE ELECTRICAL.
- CONCRETE APRON.
- 8" HIGH CONCRETE CURB FORMED INTO SIDEWALK AT PERIMETER OF PLAYGROUND.
- 2ND HIGH CHAIN LINK PLAYGROUND DIVING FENCING.
- PROVIDE INTERNAL CURB WHERE SIDEWALK ADJACENT PLAYGROUND, SEE DETAIL 31(A) - I.

24 PLAYGROUND CURB DETAIL
1 1/2" = 1'-0"

30 PLANTER CURB DETAIL
1 1/2" = 1'-0"

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EVAN LARSON
DATE 30 APRIL 2021 REG. NO. 42532

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Revision Number	Revision Description	Revision Date

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COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA



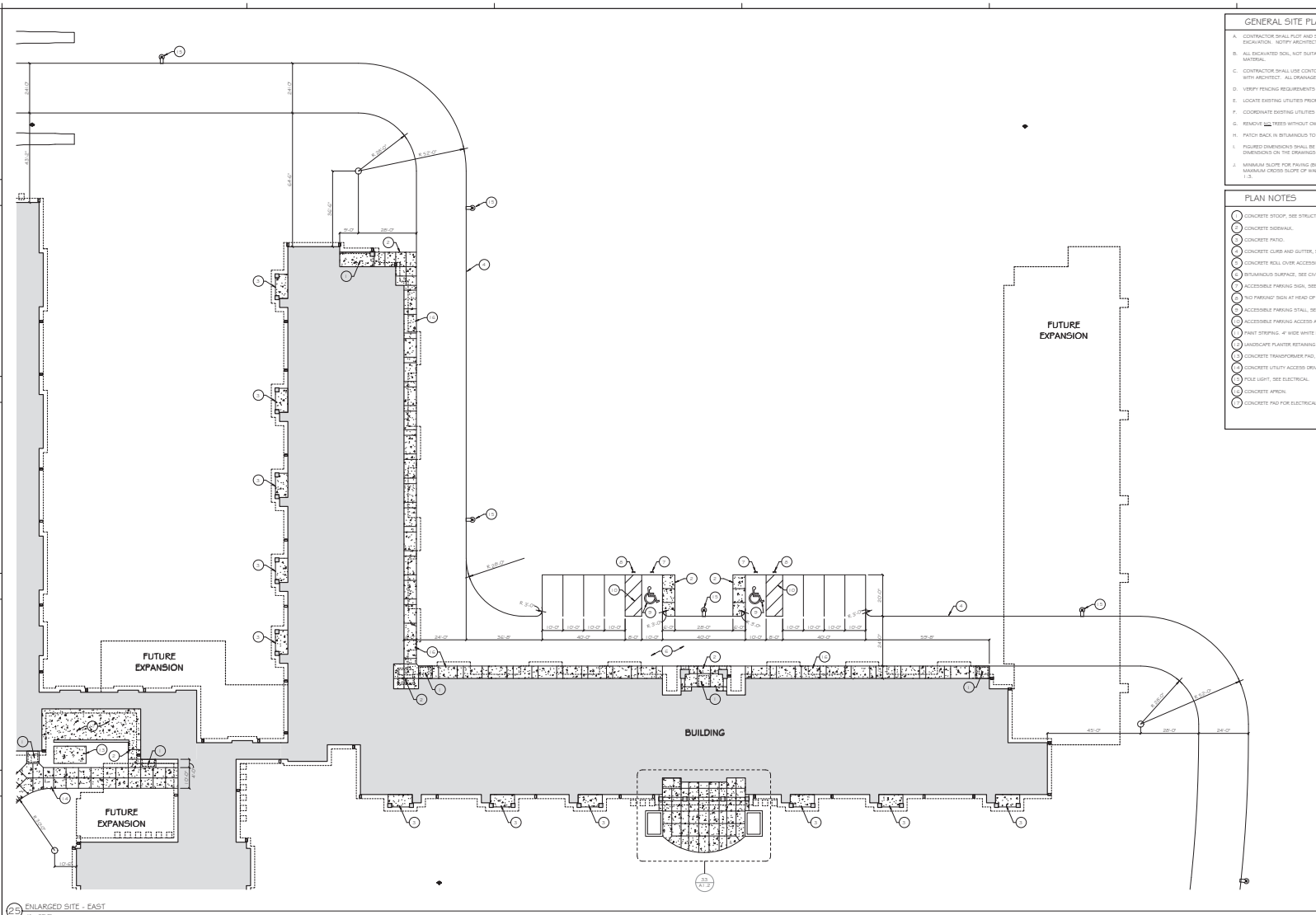
DATE	10 MAY 2021
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PROJECT 1839

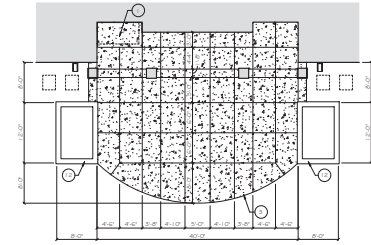
A1.1

A1.1

A1.1



25 ENLARGED SITE - EAST
1" = 20'-0"



33 ENLARGED PATIO PLAN
1" = 10'-0"

GENERAL SITE PLAN NOTES	
A.	CONTRACTOR SHALL PLOT AND STAKE OUT BEFORE NEW BUILDING PRIOR TO THE START OF EXCAVATION. NOTIFY ARCHITECT OF ANY DISCREPANCY BETWEEN SITE PLAN AND IN-FIELD WORK.
B.	ALL EXCAVATED SOIL, NOT SUITABLE FOR ENGINEERED FILL, MAY BE SAVED FOR USE AS SITE GRADING MATERIAL.
C.	CONTRACTOR SHALL MAINTAIN AS A GUIDE. EXACT DRAINAGE SHALL BE DETERMINED IN FIELD WITH ARCHITECT. ALL DRAINAGE SHALL BE AWAY FROM BUILDING TO NATURAL FLOW.
D.	VERIFY FENCING REQUIREMENTS WITH GENERAL CONTRACTOR.
E.	LOCATE EXISTING UTILITIES PRIOR TO ANY WORK.
F.	COORDINATE BORING UTILITIES WITH MECHANICAL AND ELECTRICAL.
G.	REMOVE ALL TREES WITHOUT OBTAINING WRITTEN PERMISSION.
H.	PATCH BACK IN BITUMINOUS TO MATCH EXISTING AS REQUIRED.
I.	FIGURED DIMENSIONS SHALL BE FOLLOWED IN PREFERENCE TO SCALED MEASUREMENTS. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO ADJACENT ELEMENTS.
J.	MINIMUM SLOPE FOR PAVING (BITUMINOUS) = 1%. CONCRETE PAVEMENT AND CONCRETE = 2%.
K.	MINIMUM CROSS SLOPE OF SIDEWAYS = 2%. MINIMUM GRADE FOR SOODED OR SEEDED AREAS 1.0'.

PLAN NOTES	
1.	CONCRETE DRIVEWAY, SEE STRUCTURAL.
2.	CONCRETE SIDEWALK.
3.	CONCRETE PATIO.
4.	CONCRETE CURBS AND GUTTERS, SEE CIVIL.
5.	CONCRETE ROLL OVER ACCESSIBLE CURBS, SEE CIVIL.
6.	BITUMINOUS SURFACE, SEE CIVIL.
7.	ACCESSIBLE PARKING SPOT, SEE DETAIL 31 (A) 1.
8.	NO PARKING SIGN AT HEAD OF ACCESS ROW.
9.	ACCESSIBLE PARKING SPOT, SEE DETAIL 33 (A) 1 FOR PAINT MARKINGS.
10.	ACCESSIBLE PARKING ACCESS AISLE, PAINT STRIPING AT 4' ON C.
11.	PAINT STRIPING, 4" WIDE WHITE LINES AT PARKING SPACES, TYPICAL.
12.	LANDSCAPE PLANTER RETAINING WALL SYSTEM, SEE 30 (A) 1.
13.	CONCRETE TRANSFORMER PAD, SEE ELECTRICAL.
14.	CONCRETE UTILITY ACCESS DRIVE, SEE CIVIL.
15.	POLE LIGHT, SEE ELECTRICAL.
16.	CONCRETE APRON.
17.	CONCRETE PAD FOR ELECTRICAL GENERATOR, SEE CIVIL.

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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect Under the Laws of the State of Minnesota.

EVAN LARSON
DATE 30 APRIL 2021 REG. NO. 42552

Revision Schedule		
Revision Number	Revision Description	Revision Date
review set		

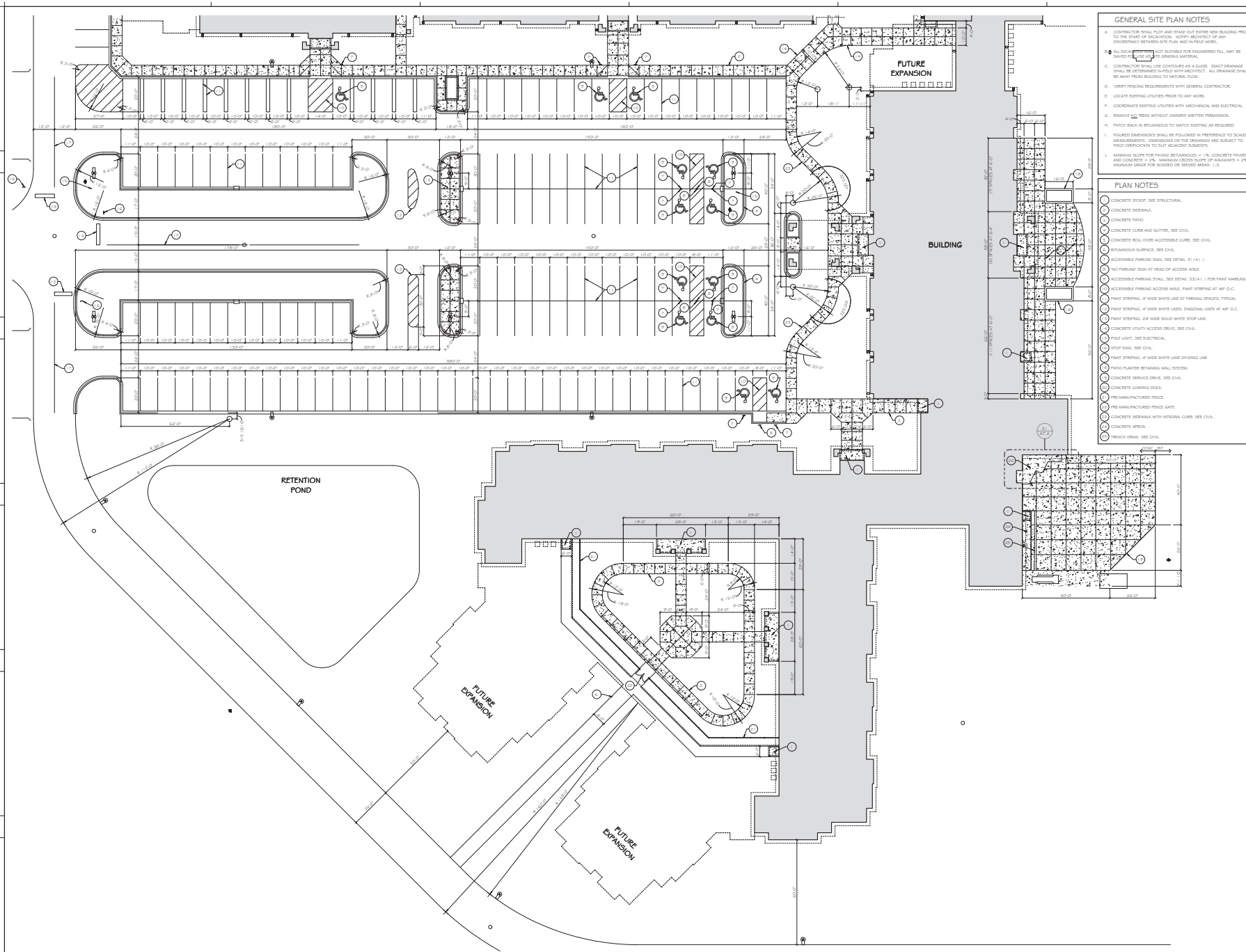
COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

DATE 10 MAY 2021
PROJECT 1839

A1.2



- GENERAL SITE PLAN NOTES**
- CONTRACTOR SHALL PLOT AND STAKE OUT ENTIRE NEW BUILDING PRIOR TO THE START OF EXCAVATION. VERIFY ACCURACY OF ANY DISCREPANCY BETWEEN SITE PLAN AND IN-FIELD WORK.
 - ALL EXCAVATION SHALL BE NOT SUITABLE FOR ENGINEERED FILL, MAY BE BACKFILLED WITH TYPE 3 GRANULAR MATERIAL.
 - CONTRACTOR SHALL USE CONTOURS AS A GUIDE. EXACT DRAINAGE SHALL BE DETERMINED IN-FIELD WITH A HYDROTEST. ALL DRAINAGE SHALL BE AWAY FROM BUILDING TO NATURAL FLOW.
 - VERIFY FENCING REQUIREMENTS WITH GENERAL CONTRACTOR.
 - LOCATE EXISTING UTILITIES PRIOR TO ANY WORK.
 - COORDINATE EXISTING UTILITIES WITH MECHANICAL AND ELECTRICAL.
 - ADJUST ALL TIEED VEHICLES CHAINED WITHIN PERMANENT.
 - PAVED BACK-UP BRIDGES TO MATCH EXISTING AS REQUIRED.
 - PAVED DIMENSIONS SHALL BE FOLLOWED IN PREFERENCE TO SCALES MEASUREMENTS. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO SUIT ADJACENT SURFACES.
 - MINIMUM SLOPE FOR PAVING (BRIDGES) = 1%. CONCRETE PAVES AND CONCRETE = 2%. MINIMUM GRADE FOR SLOPED OR BEDED AREAS = 1.5%.
- PLAN NOTES**
- CONCRETE STOODY, SEE STRUCTURAL.
 - CONCRETE SIDEWALK.
 - CONCRETE PAVES.
 - CONCRETE CURBS AND GUTTER, SEE CIVIL.
 - CONCRETE ROLL OVER ACCESSIBLE CURBS, SEE CIVIL.
 - BRIDGES SURFACE, SEE CIVIL.
 - ACCESSIBLE PARKING SIGN, SEE DETAIL 3.1(A) 1.
 - NO PARKING SIGN AT HEAD OF ACCESS AISLE.
 - ACCESSIBLE PARKING STALL, SEE DETAIL 3.1(A) 1 FOR PAINT MARKINGS.
 - ACCESSIBLE PARKING ACCESS AISLE, PAINT STRIPING AT 4' 0" O.C.
 - PAINT STRIPING, 4" WIDE WHITE LINE AT PARKING SPACES, TYPICAL.
 - PAINT STRIPING, 4" WIDE WHITE LINE, DIAGONAL LINES AT 4' 0" O.C.
 - PAINT STRIPING, 2" WIDE WHITE STOP LINE.
 - CONCRETE PAVES ACCESS DRIVE, SEE CIVIL.
 - FLOOD LIGHT, SEE ELECTRICAL.
 - STOP SIGN, SEE CIVIL.
 - PAINT STRIPING, 4" WIDE WHITE LANE DIVIDING LINE.
 - PHOTO PLASTER RETAINING WALL SYSTEM.
 - CONCRETE SERVICE DRIVE, SEE CIVIL.
 - CONCRETE LOADING DOCK.
 - PRE-MANUFACTURED FENCE.
 - PRE-MANUFACTURED FENCE GATE.
 - CONCRETE SIDEWALK WITH INTERNAL CURBS, SEE CIVIL.
 - CONCRETE ASPHALT.
 - TRENCH DRAIN, SEE CIVIL.

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I hereby Certify That This Plan, Specification or Report Was Prepared By Me or Under My Direct Supervision and That I am a duly Licensed Architect Under the Laws of the State of Minnesota.

EYAN LARSON
DATE 30 APRIL 2021
PROJECT NO. 42552

Revision Schedule		
Revision	Revision Description	Revision Date
review set		

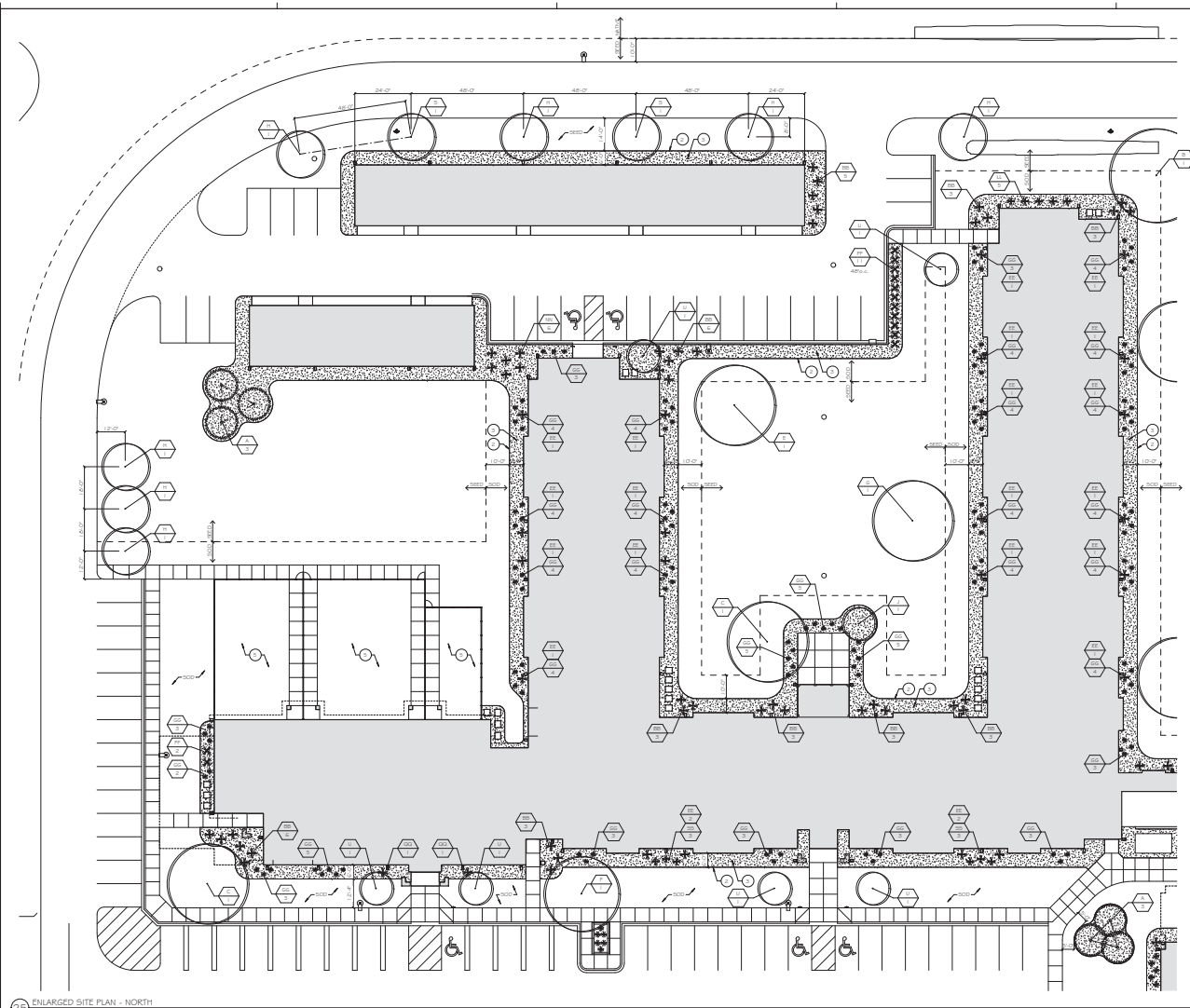
COUNTRY MANOR

NEW FACILITY

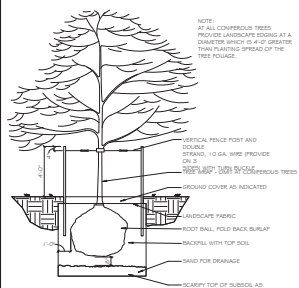
BRAINERD, MINNESOTA

DATE 10 MAY 2021
PROJECT 1839

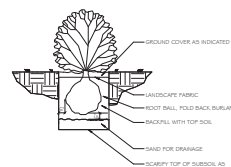
A1.3



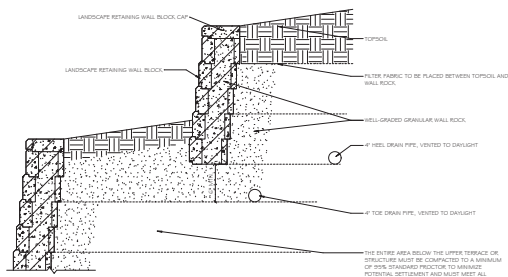
25 ENLARGED SITE PLAN - NORTH
1" = 20'-0"



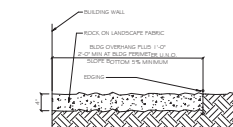
51 TYPICAL TREE PLANTING
1/4" = 1'-0"



52 TYPICAL SHRUB PLANTING
1/4" = 1'-0"



53 LANDSCAPE RETAINING WALL
3/4" = 1'-0"



55 ROCK BORDER
1/4" = 1'-0"

GENERAL SITE PLAN NOTES

- CONTRACTOR SHALL PLOT AND STAKE OUT ENTIRE NEW BUILDING PRIOR TO THE START OF EXCAVATION. NORTH ARROW OF ANY DISCREPANCY BETWEEN SITE PLAN AND IN-FIELD WORK.
- ALL EXCAVATED SOIL, NOT SUITABLE FOR ENGINEERED FILL, MAY BE SAVED FOR USE AS SITE DRAINAGE MATERIAL.
- CONTRACTOR SHALL USE CONTOURS AS A GUIDE. EXACT DRAINAGE SHALL BE DETERMINED IN-FIELD WITH RESPECT. ALL DRAINAGE SHALL BE AWAY FROM BUILDING TO NATURAL FLOW.
- VERIFY FENCING REQUIREMENTS WITH GENERAL CONTRACTOR.
- LOCATE EXISTING UTILITIES PRIOR TO ANY WORK.
- COORDINATE EXISTING UTILITIES WITH MECHANICAL AND ELECTRICAL.
- REMOVE ALL TREES WITHOUT OWNER'S WRITTEN PERMISSION.
- PATCH BACK IN REFERENCE TO MATCH EXISTING AS REQUIRED.
- REQUIRED DIMENSIONS SHALL BE FOLLOWED IN PREFERENCE TO SCALED MEASUREMENTS. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO SUIT ADJACENT SUBMITTALS.
- MINIMUM SLOPE FOR PAVING (PERMANENT) = 1%. CONCRETE PAVING AND CONCRETE = 2%. MINIMUM DRAIN SLOPE OF UNPAVED = 2%. MINIMUM GRADE FOR SUCCESS OF SEEDS: SEED: 1:3.

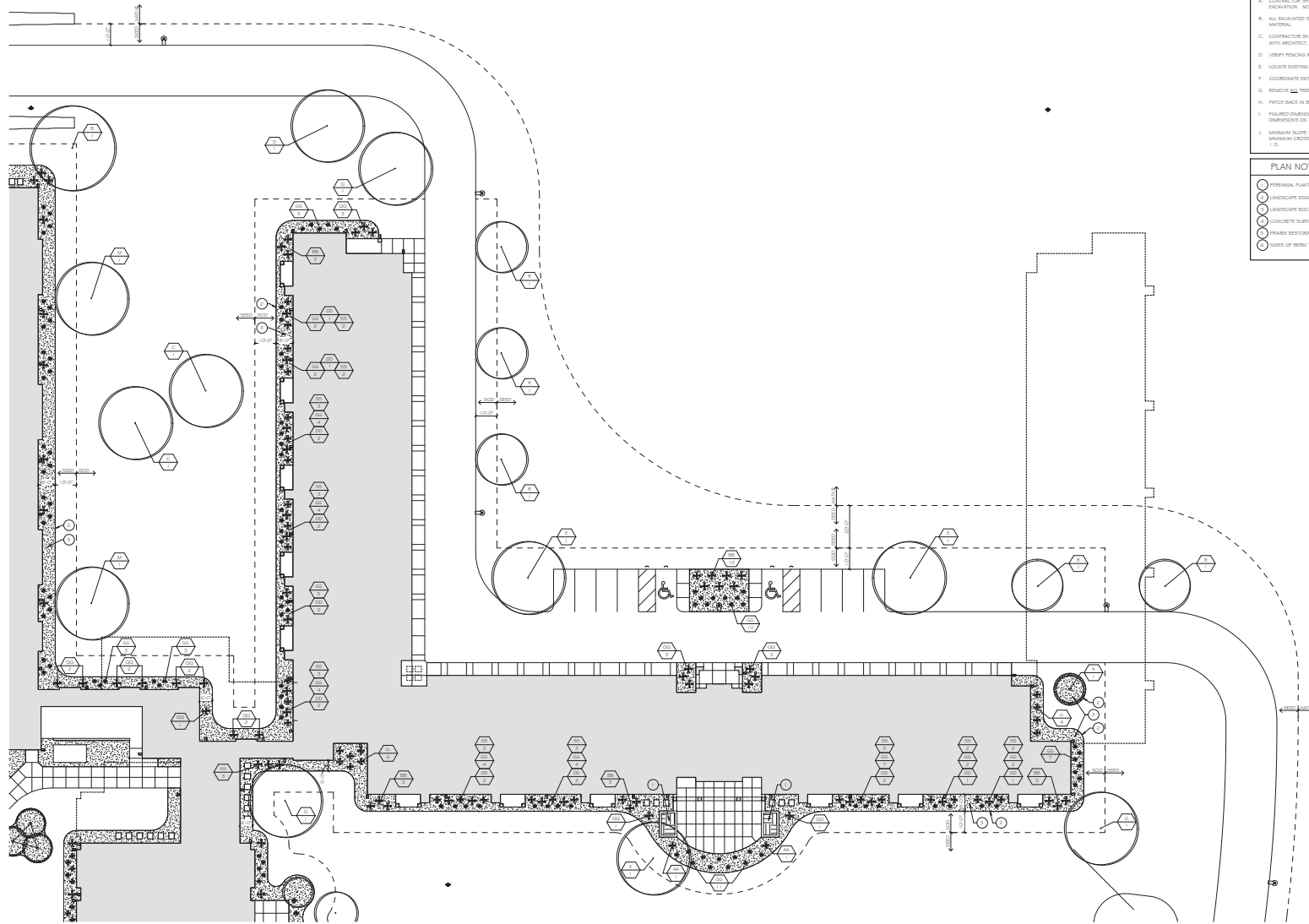
PLAN NOTES

- PERMANENT PLANTING BED
- LANDSCAPE ROCK ON LANDSCAPE FABRIC
- CONCRETE SURFACE, SEE SITE PLAN
- PLAYGROUND SAND
- PAVEMENT RESTORATION

LANDSCAPE SCHEDULE

MARK	COMMON NAME	BOTANICAL NAME	ROOT	SIZE	SPACING	NOTES
1	BLACK HOLE SPRUCE	PICEA GLAUCA VIRE. VEGGERS	DB	12'-0"	12' x 12'	...
2	PERMANENT PLANTING BED	...	DB	12'-0"	...	...
3	ALTERNATIVE PLANTING BED	...	DB	12'-0"	...	...
4	PERMANENT PLANTING BED	...	DB	12'-0"	...	...
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8	PERMANENT PLANTING BED	...	DB	12'-0"	...	...
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MARK	COMMON NAME	BOTANICAL NAME	ROOT	SIZE	SPACING	NOTES
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GENERAL SITE PLAN NOTES

- CONTRACTOR SHALL PLOT AND STAKE OUT BEFORE NEW BUILDING PRIOR TO THE START OF EXCAVATION. NOTIFY ARCHITECT OF ANY DISCREPANCY BETWEEN SITE PLAN AND IN-FIELD WORK.
- ALL EXCAVATED SOIL, NOT SUITABLE FOR ENGINEERED FILL, MAY BE SAVED FOR USE AS SITE GRADING MATERIAL.
- CONTRACTOR SHALL USE CONTOURS AS A GUIDE. EXACT DRAINAGE SHALL BE DETERMINED IN-FIELD WITH ARCHITECT. ALL DRAINAGE SHALL BE AWAY FROM BUILDING TO NATURAL FLOW.
- VERIFY FENCING REQUIREMENTS WITH GENERAL CONTRACTOR.
- LOCATE EXISTING UTILITIES PRIOR TO ANY WORK.
- COORDINATE EXISTING UTILITIES WITH MECHANICAL AND ELECTRICAL.
- REWORK ALL TREES WITHOUT DAMAGING EXISTING PROVISIONS.
- PATCH GRADE IN DISCREPANCY TO MATCH EXISTING AS REQUIRED.
- FIGURED DIMENSIONS SHALL BE FOLLOWED IN PREFERENCE TO SCALED MEASUREMENTS. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO ADJACENT ELEMENTS.
- MINIMUM SLOPE FOR PAVING SUBSURFACES = 1%. CONCRETE PAVED AND CONCRETE = 2%. MINIMUM CROSS SLOPE OF PAVERIES = 2%. MINIMUM GRADE FOR SLOTTED OR SEEDED AREAS: 1:5.

PLAN NOTES

- PERENNIAL PLANTING (SEE 201(A) 1.)
- LANDSCAPE BEDDING
- LANDSCAPE ROCK ON LANDSCAPE FABRIC
- CONCRETE SURFACE. SEE SITE PLAN.
- PAVEMENT RESTORATION
- SIDES OF DRIVE TO BE SODD

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I Herby Certify That This Plan, Specification or Report Was Prepared By Me or Under My Direct Supervision and That I am a duly Licensed Architect Under the Laws of the State of Minnesota.

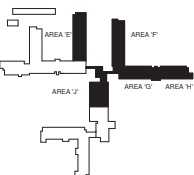
EVAN LARSON
DATE 30 APRIL 2021
PROJECT NO. 42552

Revision Schedule

Revision	Revision Description	Revision Date
1	review set	

review set

KEY PLAN



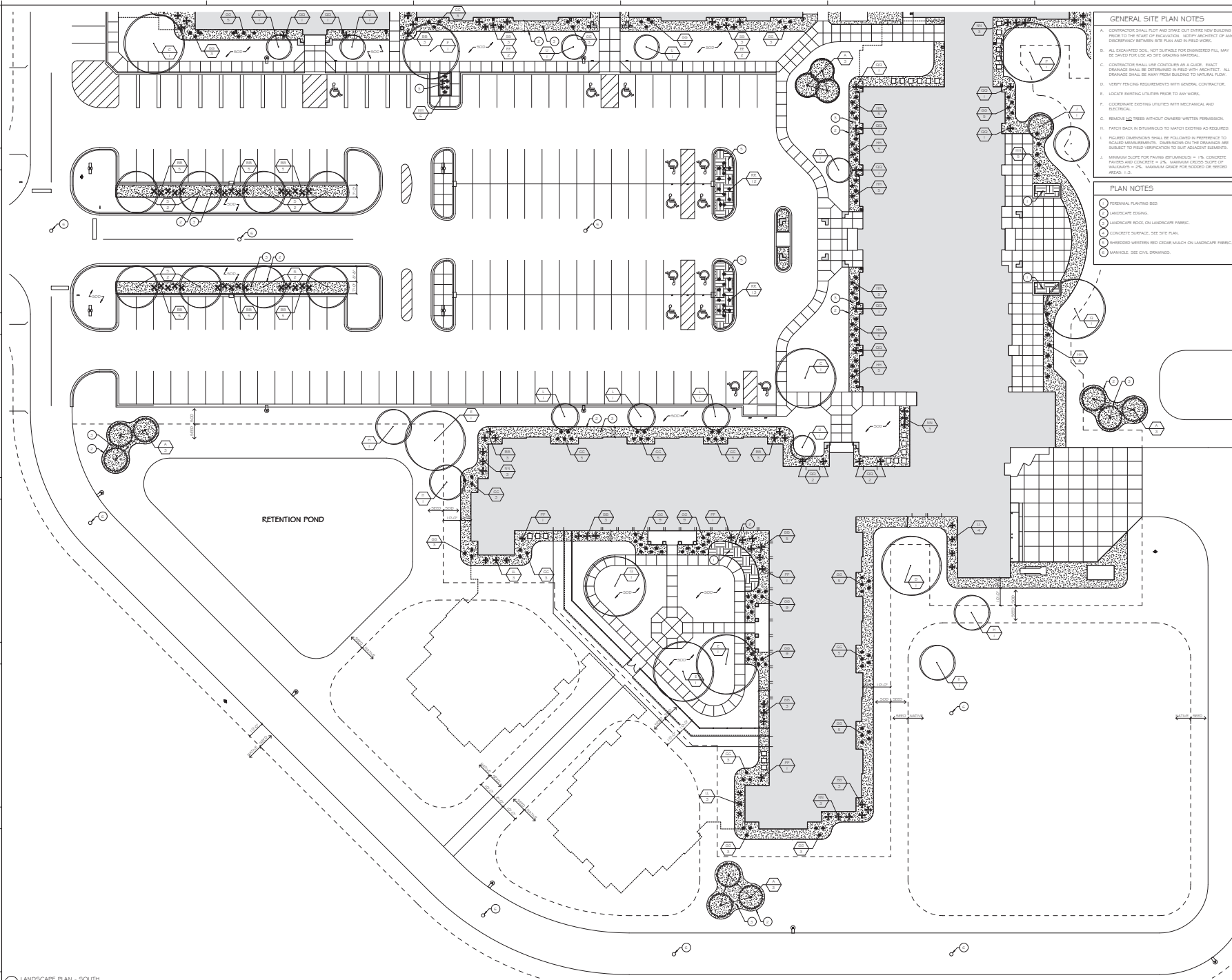
COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

DATE	10 MAY 2021
PROJECT	1839
A1.5	

LANDSCAPE PLAN - EAST



GENERAL SITE PLAN NOTES

- CONTRACTOR SHALL PLOT AND STAKE OUT ENTIRE NEW BUILDING FROM THE START OF EXCAVATION. NOTIFY ARCHITECT OF ANY DISCREPANCY BETWEEN SITE PLAN AND IN FIELD WORK.
- ALL EXCAVATED SOIL, NOT SUITABLE FOR ENGINEERED FILL, MAY BE SHAVED FOR USE AS SITE GRADING MATERIAL.
- CONTRACTOR SHALL USE CONTIGUOUS AS A GUIDE. EXACT DRAINAGE SHALL BE DETERMINED IN FIELD WITH ARCHITECT. ALL DRAINAGE SHALL BE AWAY FROM BUILDING TO NATURAL FLOW.
- VERIFY FENCING REQUIREMENTS WITH GENERAL CONTRACTOR.
- LOCATE EXISTING UTILITIES PRIOR TO ANY WORK.
- COORDINATE EXISTING UTILITIES WITH MECHANICAL AND ELECTRICAL.
- REMOVE ALL TREES WITHOUT OWNER'S WRITTEN PERMISSION.
- PATCH BACK IN RETAINMENT TO MATCH EXISTING AS REQUIRED.
- POURED DIMENSIONS SHALL BE FOLLOWED IN PREFERENCE TO BULKHEAD DIMENSIONS. DIMENSIONS ON THE DRAWINGS ARE SUBJECT TO FIELD VERIFICATION TO SUIT ADJUSTED CONDITIONS.
- MINIMUM SLOPE FOR PAVING RETAINMENT: 1% CONCRETE, PAVED AND CONCRETE 1% MIN. MAXIMUM CROSS SLOPE OF SIDEWALKS 1% MIN. MAXIMUM GRADE FOR SLOPED OR BESEED AREAS 1.5%.

PLAN NOTES

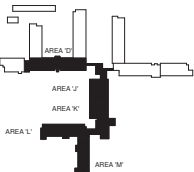
- PERMANENT PLANTING BED:
- LANDSCAPE GRASS:
- LANDSCAPE ROCK ON LANDSCAPE FABRIC:
- CONCRETE SURFACE, SEE SITE PLAN.
- SHRUBBED WESTERN RED CEDAR MULCH ON LANDSCAPE FABRIC:
- MANHOLE, SEE CIVIL DRAWINGS.

Revision Schedule

Revision	Revision Description	Revised Date
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review set

KEY PLAN

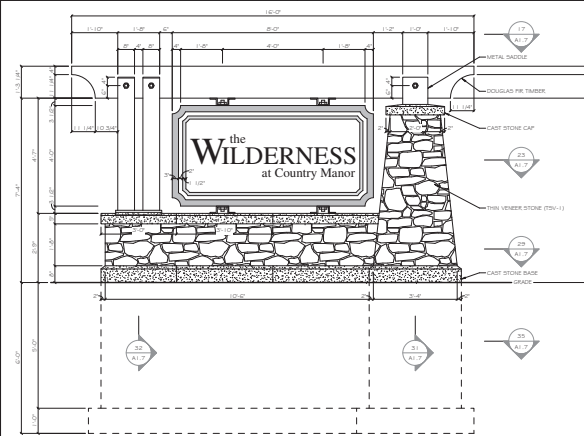


COUNTRY MANOR

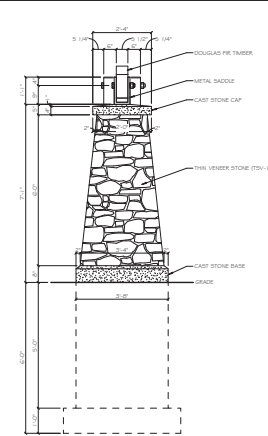
NEW FACILITY

BRAINERD, MINNESOTA

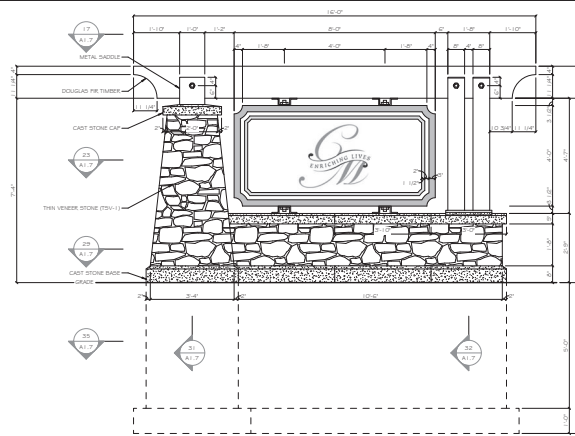
NORTH	DATE	10 MAY 2021
	PROJECT	1839
		A1.6



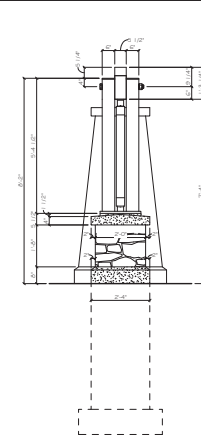
7 MONUMENT SIGN - FRONT ELEVATION
1/2" = 1'-0"



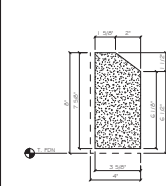
9 MONUMENT SIGN - SIDE ELEVATION
1/2" = 1'-0"



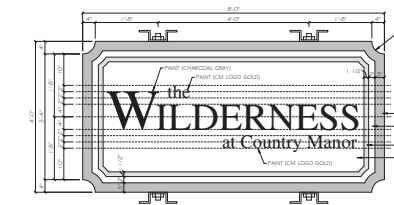
10 MONUMENT SIGN - BACK ELEVATION
1/2" = 1'-0"



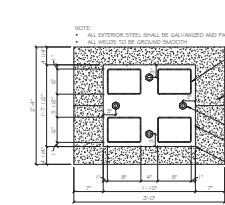
12 MONUMENT SIGN - SIDE ELEVATION
1/2" = 1'-0"



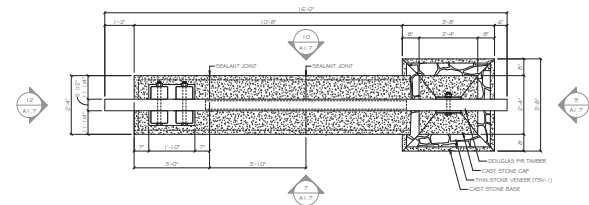
13 CAST STONE BASE PROFILE
3/4" = 1'-0"



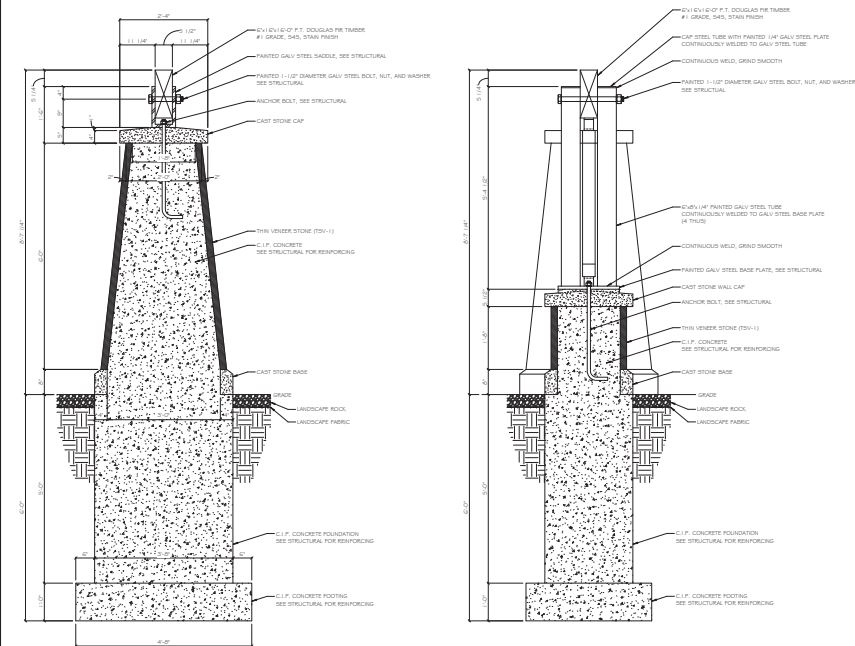
14 MONUMENT SIGN - SIGNAGE PANEL
3/4" = 1'-0"



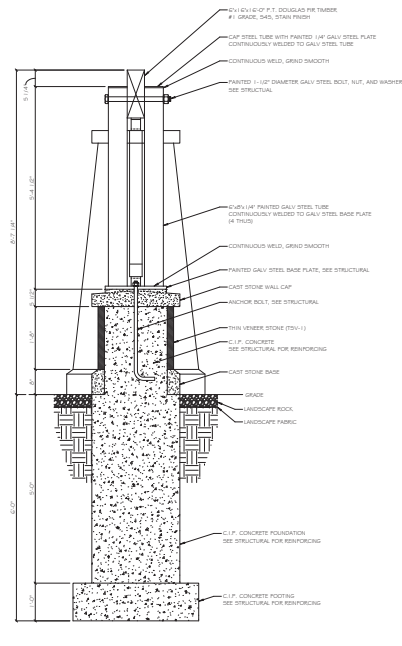
15 MONUMENT SIGN - PLAN DETAIL
1" = 1'-0"



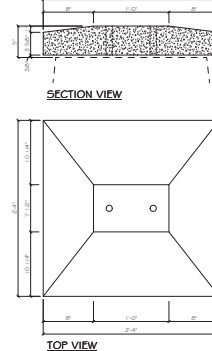
17 MONUMENT SIGN - PLAN (ABOVE)
1/2" = 1'-0"



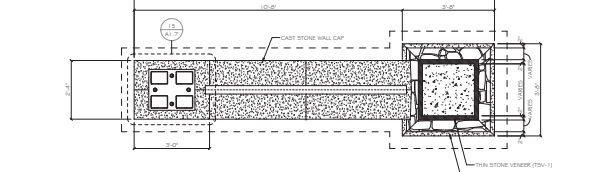
21 SECTION
3/4" = 1'-0"



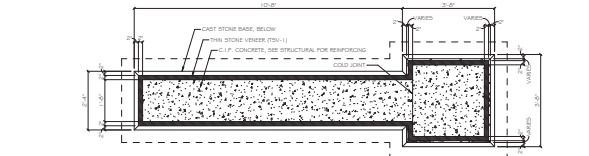
23 SECTION
3/4" = 1'-0"



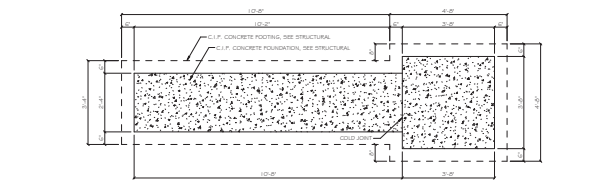
25 CAST STONE CAP DETAIL
1/2" = 1'-0"



19 MONUMENT SIGN - PLAN
1/2" = 1'-0"



22 MONUMENT SIGN - BASE PLAN
1/2" = 1'-0"



24 MONUMENT SIGN - FOUNDATION PLAN
1/2" = 1'-0"

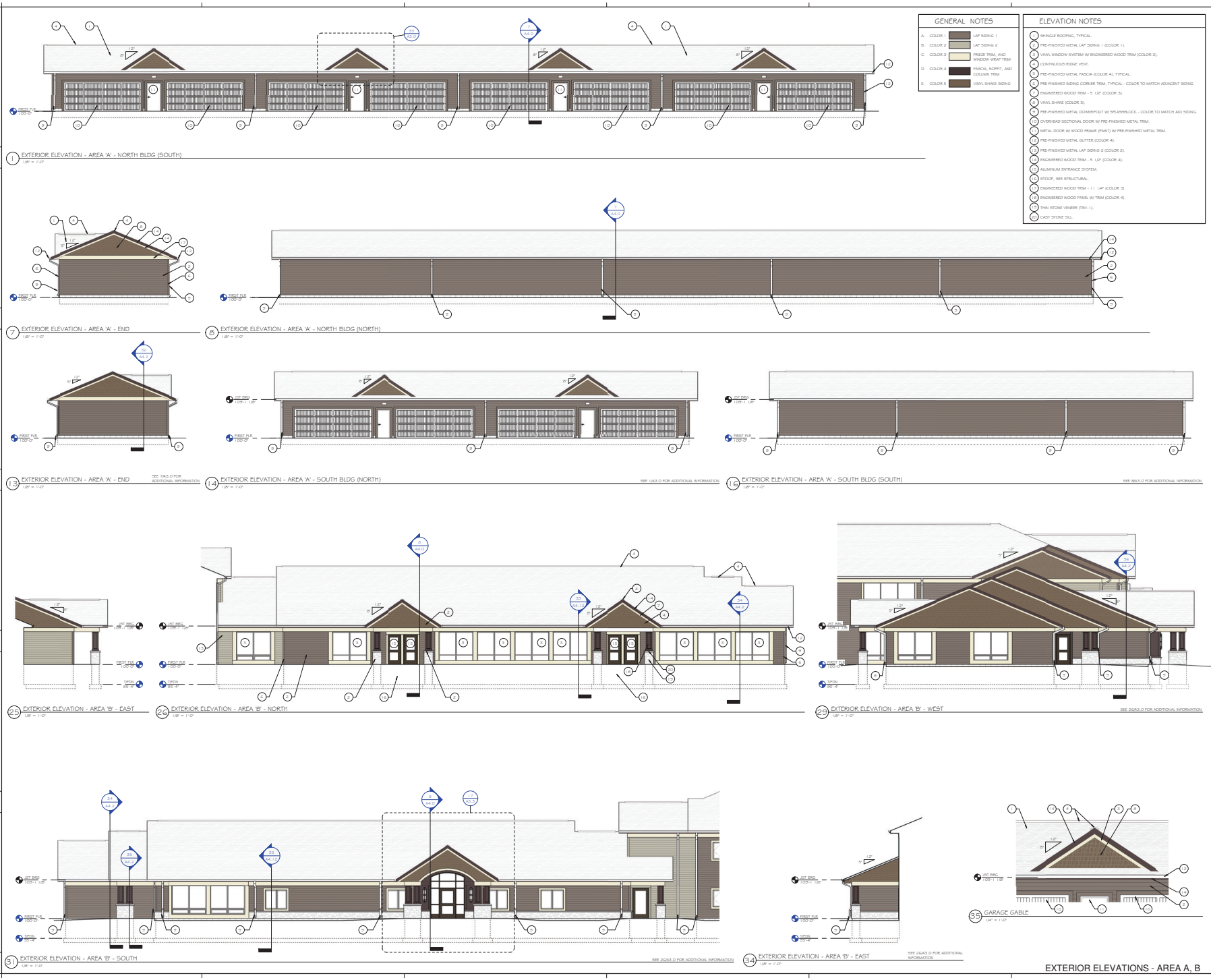
Revision Schedule		
Revision	Revision Description	Typical Date
1	review set	

review set

COUNTRY MANOR
NEW FACILITY

BRAINERD, MINNESOTA	
DATE	10 MAY 2021
PROJECT	1839
A1.7	

SITE MONUMENT SIGN



GENERAL NOTES	
A. COLOR	SHINGLE ROOFING 1
B. COLOR 2	LAP SIDING 2
C. COLOR 3	SHINGLE TRIM, AND WINDOW SHAP TRIM
D. COLOR 4	TRIM, SIDING, AND COLUMN TRIM
E. COLOR 5	VINYL SHAKE SIDING

ELEVATION NOTES	
1	SHINGLE ROOFING, TYPICAL
2	PRE-FINISHED METAL LAP SIDING 1 (COLOR 1)
3	VINYL WINDOW SYSTEM W/ ENGINEERED WOOD TRIM (COLOR 3)
4	CONTINUOUS RIDGE VENT
5	PRE-FINISHED METAL SIDING (COLOR 4), TYPICAL
6	PRE-FINISHED SIDING CORNER TRIM, TYPICAL - COLOR TO MATCH ADJACENT SIDING
7	ENGINEERED WOOD TRIM - 5 (1" COLOR 3)
8	VINYL SHAKE SIDING 5
9	PRE-FINISHED METAL DOWNPOUT W/ DRAINAGE, COLOR TO MATCH ADJ. SIDING
10	COLORBOND SECTIONAL DOOR W/ PRE-FINISHED METAL TRIM
11	METAL DOOR W/ WOOD PRIME (PANT) W/ PRE-FINISHED METAL TRIM
12	PRE-FINISHED METAL SLUTTER (COLOR 4)
13	PRE-FINISHED METAL LAP SIDING 2 (COLOR 2)
14	ENGINEERED WOOD TRIM - 5 (1" COLOR 4)
15	ALUMINUM ENTRANCE SYSTEM
16	STUCCO, SEE STRUCTURAL
17	ENGINEERED WOOD TRIM - 1 (1" COLOR 3)
18	ENGINEERED WOOD TRIM W/ TRIM (COLOR 4)
19	TRIM STONE VENEER (TSV-1)
20	CRAY STONE SILL

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EVAN LARSON
DATE 30 APRIL 2021
PROJECT NO. 42532

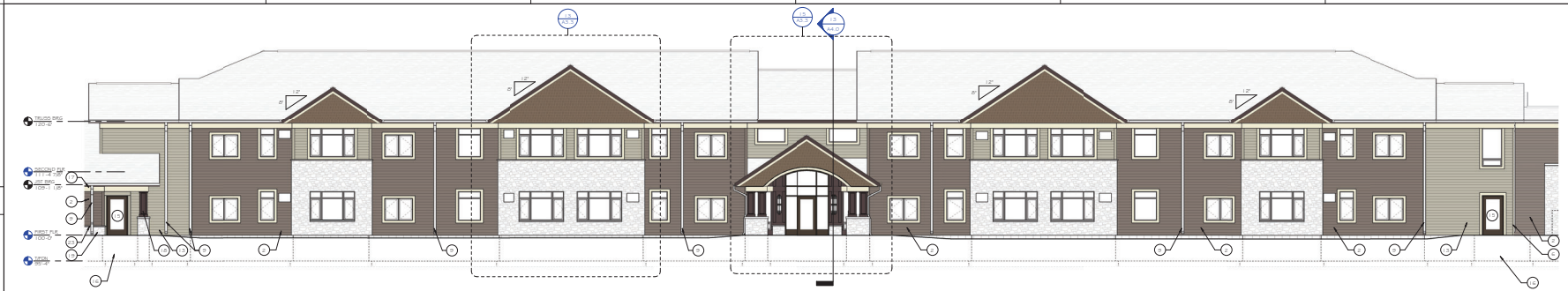
Revision Schedule		
Revision Number	Revision Description	Revision Date
review set		

KEY PLAN

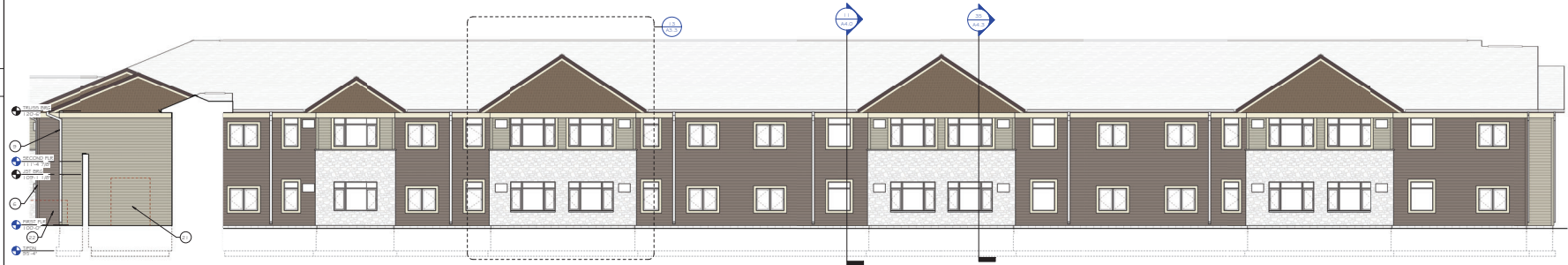
COUNTRY MANOR
NEW FACILITY

BRainerd, MINNESOTA

DATE	10 MAY 2021
PROJECT	1839
A3.0	



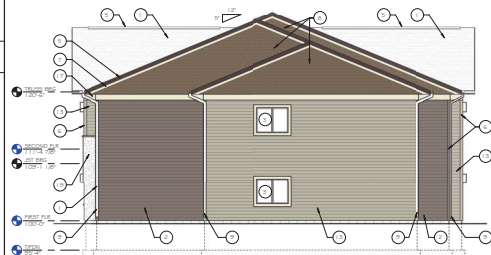
7 EXTERIOR ELEVATION - AREA D - SOUTH
 1/8" = 1'-0"



13 EXTERIOR ELEVATION - AREA E - EAST
 1/8" = 1'-0"



25 EXTERIOR ELEVATION
 1/8" = 1'-0"



31 EXTERIOR ELEVATION - AREA E - NORTH
 1/8" = 1'-0"

SEE 23/34.1 FOR ADDITIONAL INFORMATION

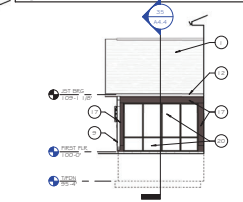


37 EXTERIOR ELEVATION - AREA D - NORTH
 1/8" = 1'-0"

SEE 23/34.1 FOR ADDITIONAL INFORMATION

GENERAL NOTES	
A. COLOR 1	LAP SIDING 1
B. COLOR 2	LAP SIDING 2
C. COLOR 3	TRIM
D. COLOR 4	PASCO, SHOFF, TRIM
E. COLOR 5	VINYL SHAKE SIDING

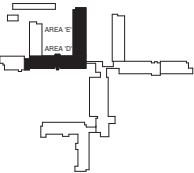
ELEVATION NOTES	
1	SHINGLE ROOFING, TYPICAL
2	PRE-FINISHED METAL LAP SIDING 1 (COLOR 1)
3	VINYL WINDOW SYSTEM W/ ENGINEERED WOOD TRIM (COLOR 3)
4	CONTINUOUS EDGE VENT
5	PRE-FINISHED METAL PASCO (COLOR 4), TYPICAL
6	PRE-FINISHED SIDING CORNER TRIM, TYPICAL - COLOR TO MATCH ADJACENT SIDING
7	ENGINEERED WOOD TRIM - 5 1/2" (COLOR 3)
8	VINYL SHAKE SIDING (COLOR 5)
9	PRE-FINISHED METAL DOWNPOUT W/ SPANBLOCKS - COLOR TO MATCH ADJACENT SIDING
10	A/C UNIT, SEE MECHANICAL
11	VINYL WINDOW SYSTEM W/ MANUFACTURED TRIM STONE VENER (STN-1)
12	PRE-FINISHED METAL SLITTER (COLOR 4)
13	ENGINEERED WOOD TRIM - 5 1/2" (COLOR 4)
14	ALUMINUM ENTRANCE SYSTEM
15	ROOF, SEE STRUCTURAL
16	ENGINEERED WOOD TRIM - 1 1/4" (COLOR 3)
17	ENGINEERED WOOD PANEL W/ TRIM (COLOR 4)
18	TRIM STONE VENER (STN-1)
19	SCREEN SYSTEM W/ ALUMINUM FRAME AND SCREEN DOOR
20	GENERATOR, SEE ELECTRICAL
21	PAVING, SEE ELECTRICAL
22	LAZY STONE WALL



36 EXTERIOR ELEVATION - AREA D - WEST
 1/8" = 1'-0"
 EXTERIOR ELEVATIONS - AREA D, E

Revision Schedule		
Revision Number	Revision Description	Revision Date
1	review set	

KEY PLAN

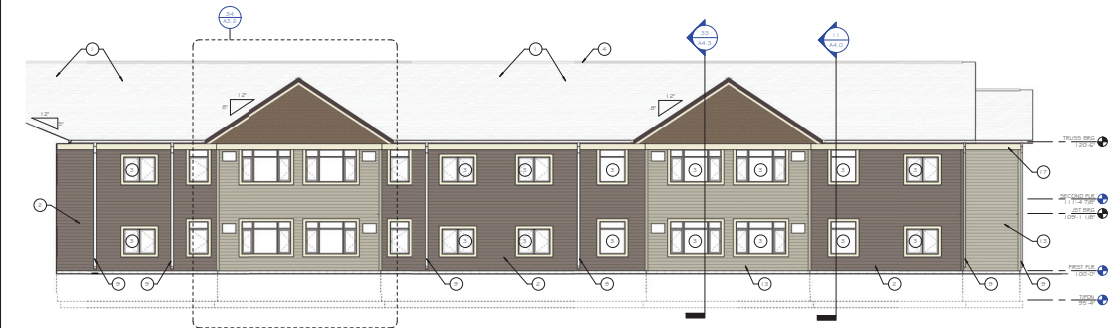


COUNTRY MANOR

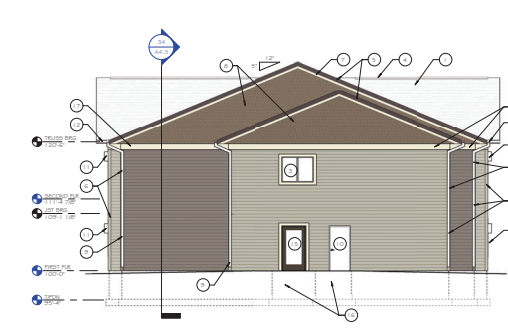
NEW FACILITY

BRAINERD, MINNESOTA

DATE	10 MAY 2021
PROJECT	1839
	A3.1



7 EXTERIOR ELEVATION - AREA C - EAST
(1/8" = 1'-0")



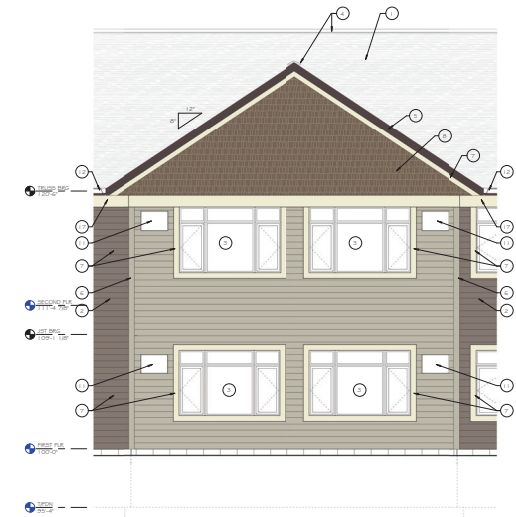
11 EXTERIOR ELEVATION - AREA C - NORTH
(1/8" = 1'-0")



15 EXTERIOR ELEVATION - AREA C - WEST
(1/8" = 1'-0")

GENERAL NOTES	
A. COLOR 1	LAP SIDING 1
B. COLOR 2	LAP SIDING 2
C. COLOR 3	SHINGLE TRIM, AND WINDOW/DOOR TRIM
D. COLOR 4	SHINGLE TRIM, AND WINDOW/DOOR TRIM
E. COLOR 5	VINYL SHINGLE SIDING

ELEVATION NOTES	
1	SHINGLE ROOFING, TYPICAL.
2	PRE-FINISHED METAL LAP SIDING 1 (COLOR 1).
3	VINYL WINDOW/DOOR TRIM, AND ENGINEERED WOOD TRIM (COLOR 5).
4	CONCRETE/STONE VENT.
5	PRE-FINISHED METAL SHINGLE (COLOR 4), TYPICAL.
6	PRE-FINISHED METAL SHINGLE TRIM, TYPICAL. - COLOR TO MATCH ADJACENT SIDING.
7	ENGINEERED WOOD TRIM - 5 (1/2" (COLOR 3).
8	VINYL SHINGLE SIDING (COLOR 5).
9	PRE-FINISHED METAL DOWNSPOUT (4) DRAINAGE, - COLOR TO MATCH ADJ. SIDING.
10	INSULATED HOLLOW METAL DOOR AND FRAME. PAINT.
11	W/6 CONDENSATION RAIL UNIT. - SEE MECHANICAL.
12	PRE-FINISHED METAL GUTTER (COLOR 4).
13	PRE-FINISHED METAL LAP SIDING 2 (COLOR 2).
14	NOT USED.
15	ALUMINUM ENTRANCE SYSTEM.
16	STOOP. SEE STRUCTURAL.
17	ENGINEERED WOOD TRIM - 1 (1/2" (COLOR 3).



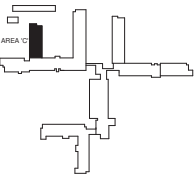
3.4 ENLARGED ELEVATION
(1/8" = 1'-0")

EXTERIOR ELEVATIONS - AREA C

Revision Schedule		
Revision Number	Revision Description	Revision Date

review set

KEY PLAN

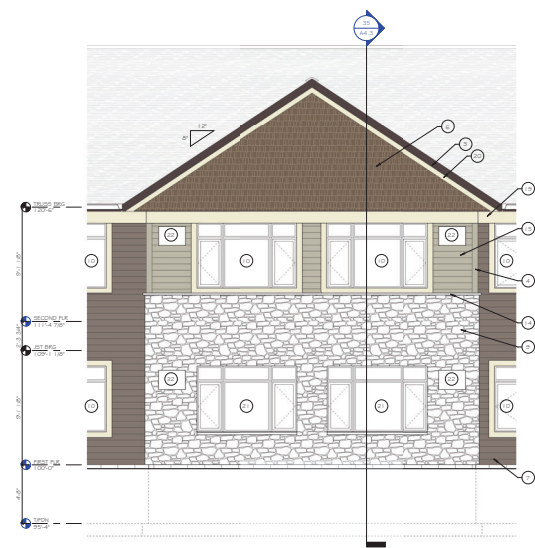


COUNTRY MANOR

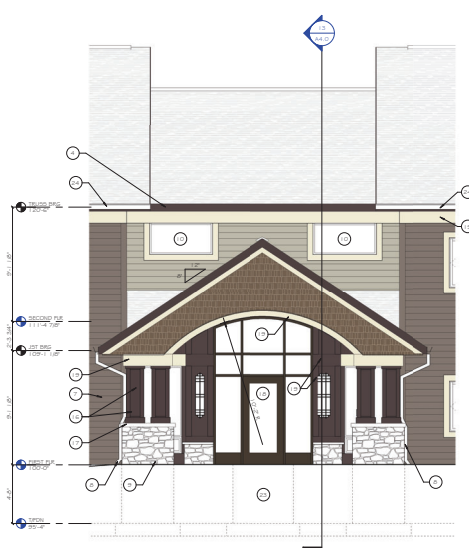
NEW FACILITY

BRAINERD, MINNESOTA

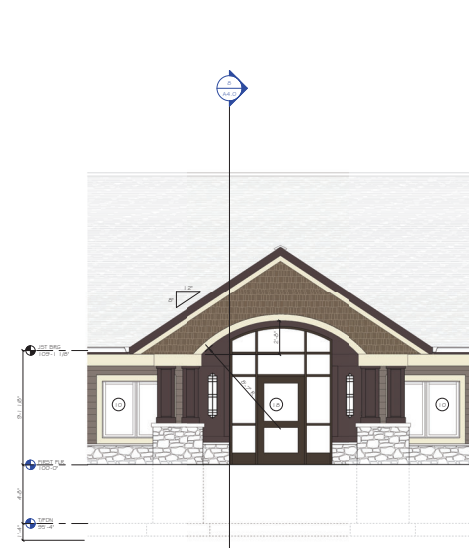
NORTH	DATE 10 MAY 2021
	PROJECT 1839
A3.2	



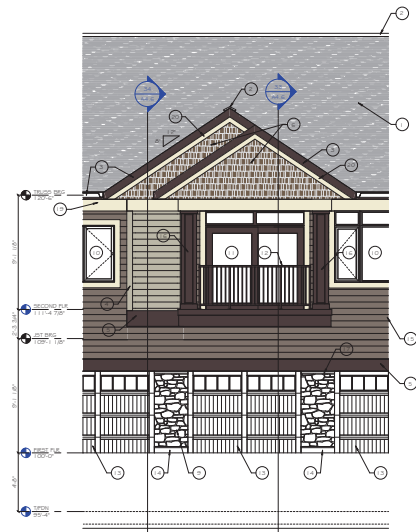
15 ENLARGED ELEVATION
 1/8" = 1'-0"



16 ENLARGED ELEVATION
 1/8" = 1'-0"



17 ENLARGED ELEVATION
 1/8" = 1'-0"



20 ENLARGED ELEVATION
 1/8" = 1'-0"



20 ENLARGED ELEVATION
 1/8" = 1'-0"

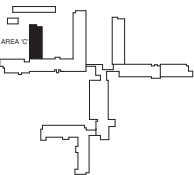
GENERAL NOTES	
A. COLOR 1	LAP SIDING 1
B. COLOR 2	LAP SIDING 2
C. COLOR 3	PIECED TRIM AND WINDOW WRAP TRIM
D. COLOR 4	PANICIA, DOOR, AND COLUMN TRIM
E. COLOR 5	SHED SHAKE SIDING

ELEVATION NOTES	
○	STRIPLED ROOFING, TYPICAL
○	CONTRASTING ROOF VENT
○	PREFINISHED METAL PANICIA (COLOR 4)
○	PREFINISHED SIDING CORNER TRIM - 5 1/2" (COLOR 2), TYPICAL - COLOR TO MATCH ADJACENT SIDING
○	PREFINISHED WOOD TRIM - 1 1/2" (COLOR 4)
○	SHED SHAKE SIDING (COLOR 5)
○	PREFINISHED METAL LAP SIDING 1 (COLOR 1)
○	PREFINISHED METAL SCUPPER AND DOWNSPOUT
○	TRIM STONE VENEER (TSV-1)
○	SHED WINDOW SYSTEM W/ ENGINEERED WOOD TRIM - 5 1/2" (COLOR 3)
○	TRIM PANELED DOOR W/ PANICIA AND ENGINEERED WOOD TRIM - 5 1/2" (COLOR 3)
○	MANHATTAN PAULING SYSTEM - SEE TOSH-2
○	SHEDWARD SECTIONAL DOOR, SEE DOOR SCHEDULE
○	CAST STONE WALL BASE
○	PREFINISHED METAL LAP SIDING 2 (COLOR 2)
○	COLUMN COLUMNS, SEE DETAILS 3414-B AND 3114-A, 4, ENGINEERED WOOD TRIM AT BASE AND CAP TO BE PREFINISHED COLOR - PAINT ENGINEERED WOOD TRIM WHITE AND CORNER TRIM (COLOR 4)
○	CAST STONE SILL
○	MANHATTAN ENTRANCE SYSTEM
○	PREFINISHED WOOD TRIM - 1 1/2" (COLOR 3)
○	PREFINISHED WOOD TRIM - 5 1/2" (COLOR 3)
○	SHED WINDOW SYSTEM W/ MANUFACTURED TRIM STONE VENEER (TSV-1) AND CAST STONE SILL
○	ALL UNIT, SEE MECHANICAL
○	DOOR, SEE STRUCTURAL
○	PREFINISHED METAL GLUTTER (COLOR 4)

Revision Schedule		
Revision Number	Revision Description	Revision Date

review set

KEY PLAN



COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

DATE	10 MAY 2021
PROJECT	1839
A3.3	



- GENERAL NOTES**
- A. COLOR 1: LIFT SIDING 1
 - B. COLOR 2: LIFT SIDING 2
 - C. COLOR 3: SIDING TRIM, AND WINDOW WRAP TRIM
 - D. COLOR 4: SIDING TRIM, AND WINDOW WRAP TRIM
 - E. COLOR 5: VINYL SHAKE SIDING
- ELEVATION NOTES**
- 1. SHINGLE ROOFING, TYPICAL.
 - 2. PRE-FINISHED METAL LAP SIDING (COLOR 1).
 - 3. VINYL WINDOW SYSTEM.
 - 4. CONTINUOUS RIDGE VENT.
 - 5. PRE-FINISHED METAL SIDING (COLOR 4), TYPICAL.
 - 6. PRE-FINISHED METAL CORNER TRIM, TYPICAL - COLOR TO MATCH ADJACENT SIDING.
 - 7. ENGINEERED WOOD TRIM - 5" (LIFT) (COLOR 3).
 - 8. VINYL SHAKE SIDING (COLOR 5).
 - 9. PRE-FINISHED METAL SKYLINE/SPOTLIGHT BY SPLASHBLOCK - COLOR TO MATCH ADJ. SIDING.
 - 10. INSULATED HW DOOR AND FRAME - PAINT.
 - 11. METAL DOOR W/ WOOD PRIME (PAINT) W/ PRE-FINISHED METAL TRIM.
 - 12. PRE-FINISHED METAL SIDING (COLOR 4).
 - 13. PRE-FINISHED METAL LAP SIDING (COLOR 2).
 - 14. METAL DOOR W/ WOOD PRIME (PAINT) W/ PRE-FINISHED METAL TRIM.
 - 15. ALUMINUM ENTRANCE SYSTEM.
 - 16. STUCCO, SEE STRUCTURAL.
 - 17. ENGINEERED WOOD TRIM - 1" (LIFT) (COLOR 3).
 - 18. ENGINEERED WOOD PANEL W/ TRIM (COLOR 4).
 - 19. TRIM STONE GRABER (TRIM) (1).
 - 20. CAST STONE WALL BASE.
 - 21. CAST STONE SILL.
 - 22. ENGINEERED WOOD TRIM - 1" (LIFT) (COLOR 4).

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EYAN LARSON
DATE 30 APRIL 2021 REG. NO. 42532

Revision Schedule		
Revision Number	Revision Description	Revision Date

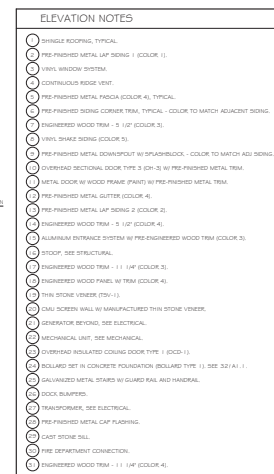
review set

KEY PLAN

COUNTRY MANOR
NEW FACILITY

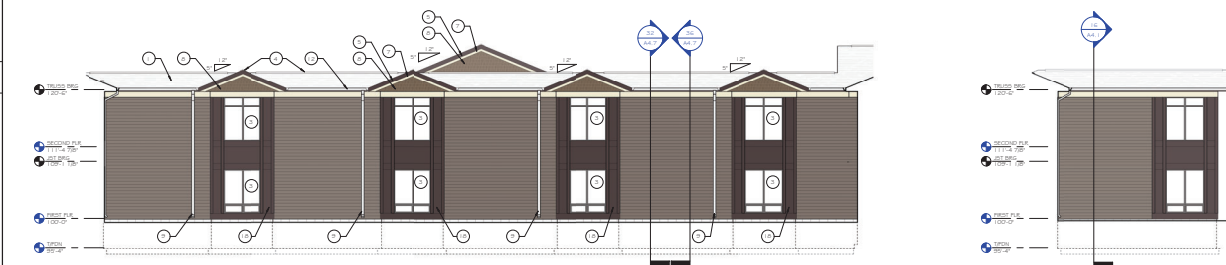
BRAINERD, MINNESOTA

DATE	10 MAY 2021
PROJECT	1839
A3.4	



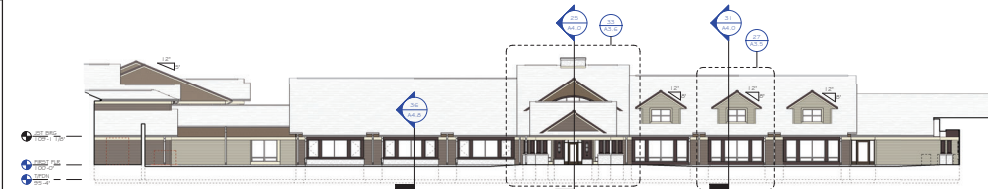
7 EXTERIOR ELEVATION - AREA D, G, J - SOUTH
1/8" = 1'-0"

11 EXTERIOR ELEVATION - AREA G - EAST
1/8" = 1'-0"



13 EXTERIOR ELEVATION - AREA J - NORTH
1/8" = 1'-0"

16 EXTERIOR ELEVATION - AREA J - EAST
1/8" = 1'-0"

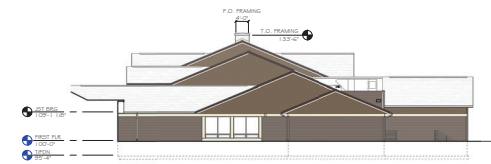


21 EXTERIOR ELEVATION - AREA J, K - WEST
1/16" = 1'-0"

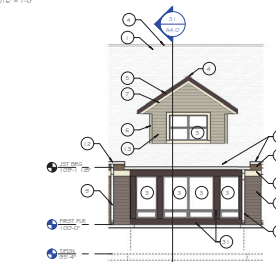
19 EXTERIOR ELEVATION - AREA J - NORTH
1/16" = 1'-0"



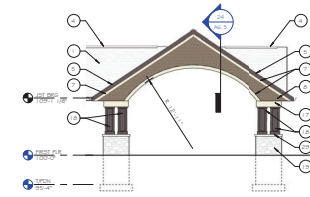
25 EXTERIOR ELEVATION - AREA K - SOUTH
1/8" = 1'-0"



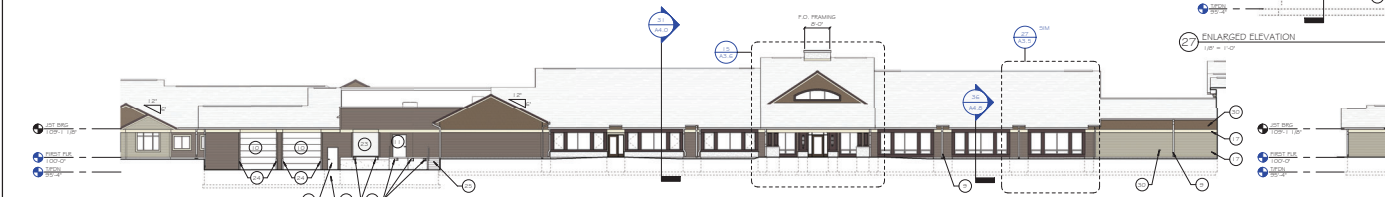
26 EXTERIOR ELEVATION - AREA K - SOUTH
1/16" = 1'-0"



27 ENLARGED ELEVATION
1/8" = 1'-0"



29 EXTERIOR ELEVATION - AREA J CANOPY - NORTH



31 EXTERIOR ELEVATION - AREA J, K - EAST
1/16" = 1'-0"

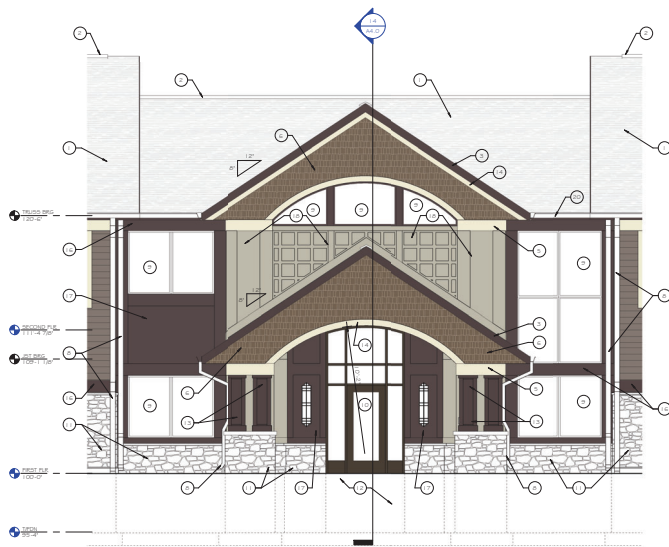
35 EXTERIOR ELEVATION - AREA 'K' - EAST
1/16" = 1'-0"

36 EXTERIOR ELEVATION - AREA K - NORTH
1/16" = 1'-0"

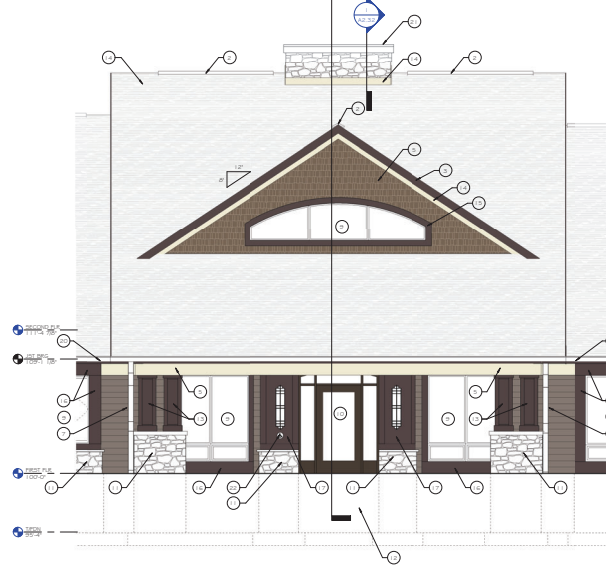
EXTERIOR ELEVATIONS - AREAS J, K

GENERAL NOTES	
A. COLOR 1	LAP SIDING 1
B. COLOR 2	LAP SIDING 2
C. COLOR 3	PIECE TRIM, AND WINDOW WRAP TRIM
D. COLOR 4	PHOENIX, DOOR, AND COLUMN TRIM
E. COLOR 5	VINYL SHAKE SIDING

ELEVATION NOTES	
1	SHINGLE ROOFING, TYPICAL.
2	CONTINUOUS ROOF VENT.
3	PRE-FABRICATED METAL FLASHING (COLOR 4), TYPICAL.
4	PRE-FABRICATED SIDING CORNER TRIM, TYPICAL. - COLOR TO MATCH ADJACENT SIDING.
5	ENGINEERED WOOD TRIM - 1" LAP (COLOR 3).
6	VINYL SHAKE SIDING (COLOR 5).
7	PRE-FABRICATED METAL LAP SIDING 1 (COLOR 1).
8	PRE-FABRICATED METAL DOWNPOUT AND SPLASHBLOCK - COLOR TO MATCH ADJ. SIDING.
9	VINYL WINDOW SYSTEM W/ENGINEERED WOOD TRIM (COLOR 3). - SEE WINDOW SCHEDULE FOR SIZE.
10	VINYL WINDOW SYSTEM W/ENGINEERED WOOD TRIM (COLOR 3). - SEE WINDOW SCHEDULE FOR SIZE.
11	ALUMINUM ENTRANCE SYSTEM.
12	THIN STONE VENEER (25% - 1) W/ CAST STONE CAP.
13	STOOP, SEE STRUCTURAL.
14	SQUARE COLUMN - ENGINEERED WOOD TRIM W/ WOOD PANEL (COLOR 4).
15	ENGINEERED WOOD TRIM - 3" (1/2" COLOR 3).
16	ENGINEERED WOOD TRIM - 5" (1/2" COLOR 4).
17	ENGINEERED WOOD TRIM - 1" LAP (COLOR 4).
18	ENGINEERED WOOD PANEL W/ TRIM (COLOR 4).
19	ENGINEERED WOOD PANEL W/ TRIM (COLOR 2).
20	PRE-FABRICATED METAL GUTTER (COLOR 4).
21	PRE-FABRICATED METAL FLASHING.
22	ACCESSIBLE DOOR BUTTON, SEE ELECTRICAL.
23	CORRUGATED ROOF VENT AT VERTICAL AND ROOF.

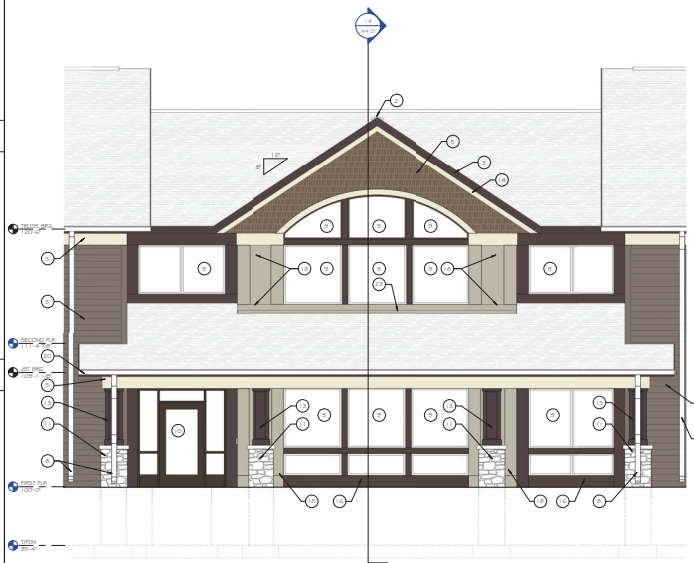


1.9 ENLARGED ELEVATION AREA G - NORTH
1/4" = 1'-0"

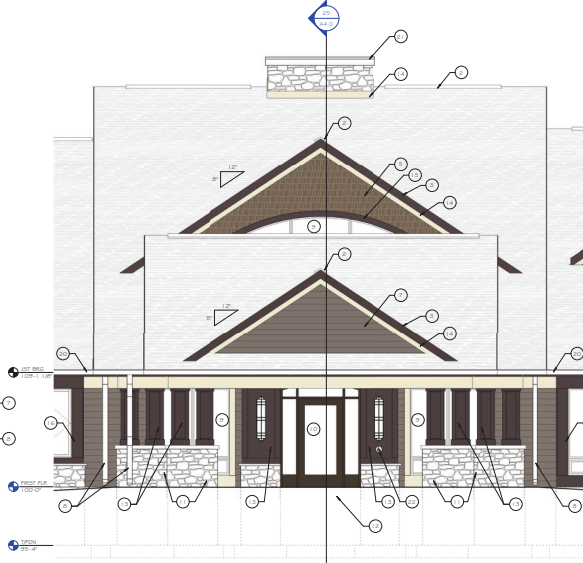


1.9 ENLARGED ELEVATION AREA J - EAST
1/4" = 1'-0"

SEE 3.3A.3.6 FOR ADDITIONAL INFORMATION

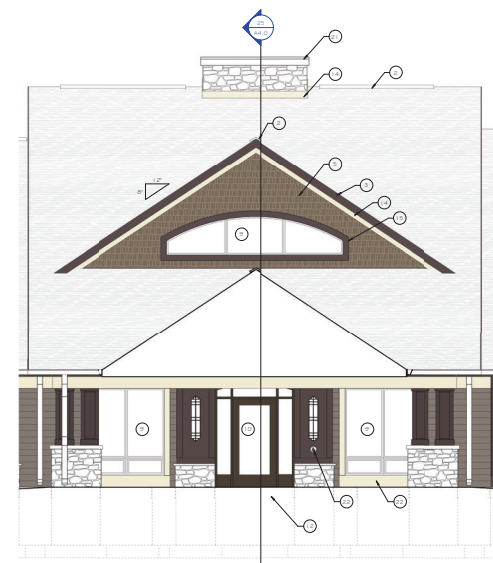


3.3 ENLARGED ELEVATION AREA G - SOUTH
1/4" = 1'-0"



3.3 ENLARGED ELEVATION - AREA J - WEST
1/4" = 1'-0"

SEE 3.3A.3.6 FOR ADDITIONAL INFORMATION



3.3 ENLARGED ELEVATION - AREA J - WEST
1/4" = 1'-0"

SEE 3.3A.3.6 FOR ADDITIONAL INFORMATION

EXTERIOR ELEVATIONS - ENLARGED ELEVATIONS

Revision Schedule		
Revision Number	Revision Description	Revision Date

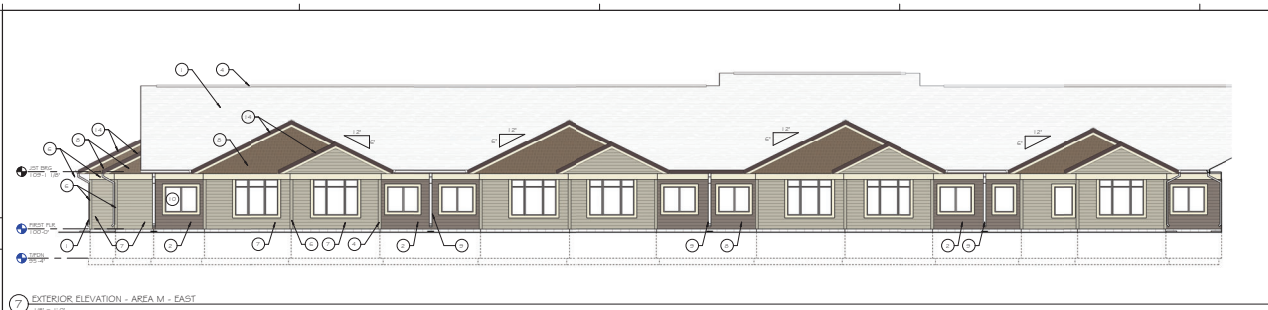
review set

COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

DATE	10 MAY 2021
PROJECT	1839
A3.6	



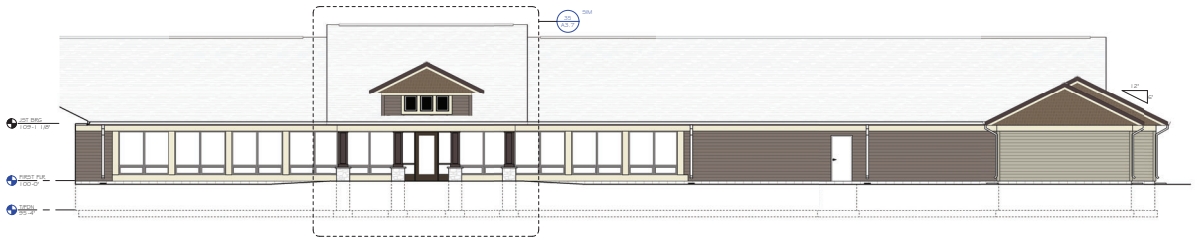
7 EXTERIOR ELEVATION - AREA M - EAST
1/8" = 1'-0"

GENERAL NOTES	
A. COLOR 1	LAP SIDING 1
B. COLOR 2	LAP SIDING 2
C. COLOR 3	RESIDUAL, SORT, AND WINDOW WRAP TRIM
D. COLOR 4	RESIDUAL, SORT, AND COLUMN TRIM
E. COLOR 5	VINYL SHAKE SIDING

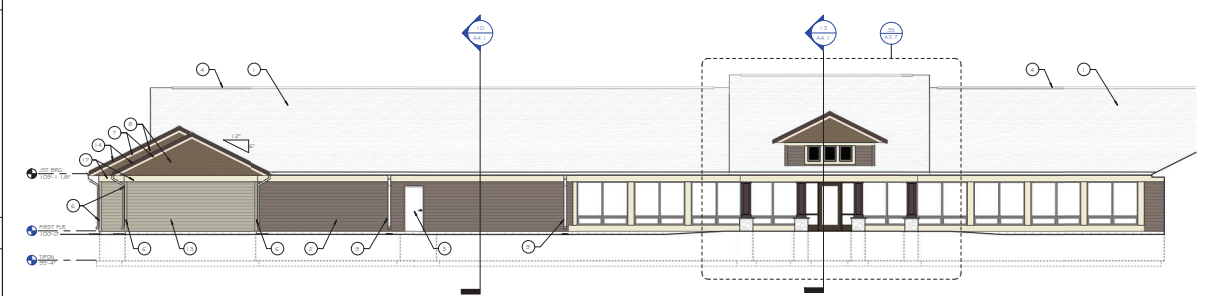
ELEVATION NOTES	
1	SHINGLE ROOFING, TYPICAL
2	PRE-FINISHED METAL LAP SIDING 1 (COLOR 1)
3	VINYL WINDOW SYSTEM
4	CONTINUOUS EDGE VENT
5	PRE-FINISHED METAL PIAZZA (COLOR 4), TYPICAL
6	PRE-FINISHED SIDING CORNER TRIM, TYPICAL - COLOR TO MATCH ADJACENT SIDING
7	ENGINEERED WOOD TRIM - 5" (1/2" COLOR 3)
8	VINYL SHAKE SIDING (COLOR 5)
9	PRE-FINISHED METAL DOWNSPOUT BY SPLASHBLOCK - COLOR TO MATCH ADJACENT SIDING
10	NOT USED
11	PRE-FINISHED METAL PIAZZA (COLOR 4)
12	PRE-FINISHED METAL LAP SIDING (COLOR 2)
13	ENGINEERED WOOD TRIM - 5" (1/2" COLOR 4)
14	ALUMINUM ENTRANCE SYSTEM
15	STOOP, SEE STRUCTURAL
16	ENGINEERED WOOD TRIM - 1" (1/4" COLOR 3)
17	ENGINEERED WOOD FRAME 1/2" TRIM (COLOR 4)
18	TRIM STONE UNDER (STN-1)
19	CHART STONE CAP
20	NOT USED
21	PRE-MANUFACTURED CABLE RAIL LOUVER, 24" x 30"



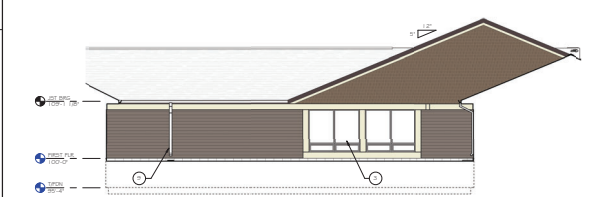
17 EXTERIOR ELEVATION - AREA M - SOUTH
1/8" = 1'-0"



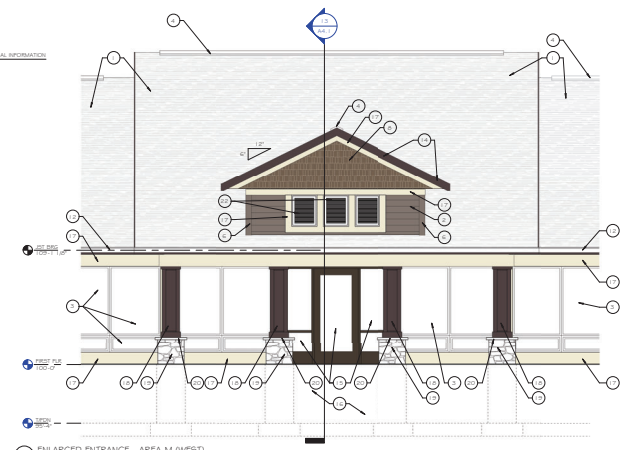
13 EXTERIOR ELEVATION - AREA M - WEST
1/8" = 1'-0"



25 EXTERIOR ELEVATION - AREA L - SOUTH
1/8" = 1'-0"



9 EXTERIOR ELEVATION - AREA K - SOUTH
1/8" = 1'-0"



35 ENLARGED ENTRANCE - AREA M (WEST)
1/4" = 1'-0"

EXTERIOR ELEVATIONS - AREAS L, M

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EVAN LARSON
DATE 30 APRIL 2021 REG. NO. 42552

Revision Schedule		
Revision Number	Revision Description	Revision Date
review set		

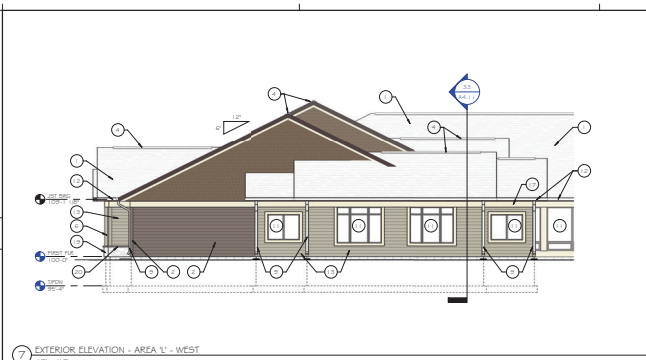
KEY PLAN

AREA 1W

COUNTRY MANOR
NEW FACILITY

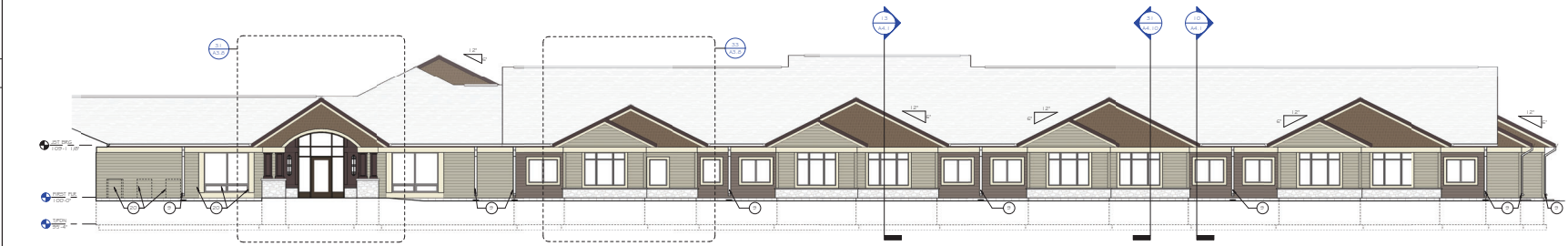
BRainerd, MINNESOTA

DATE	10 MAY 2021
PROJECT	1839
A3.7	

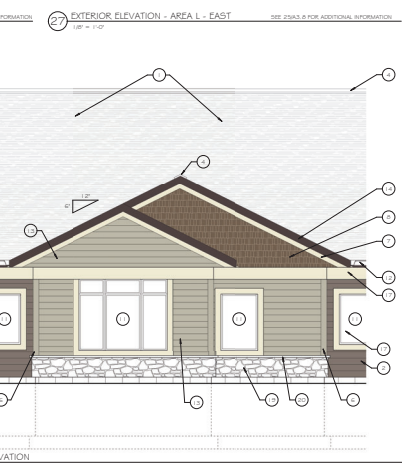
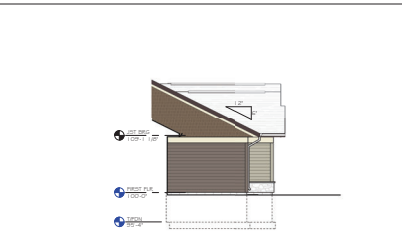
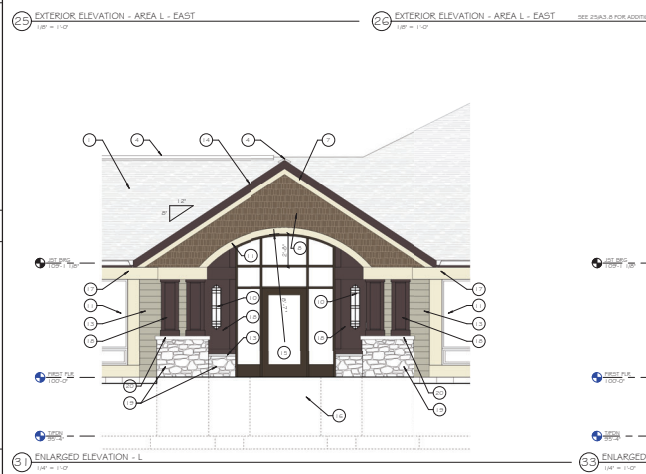
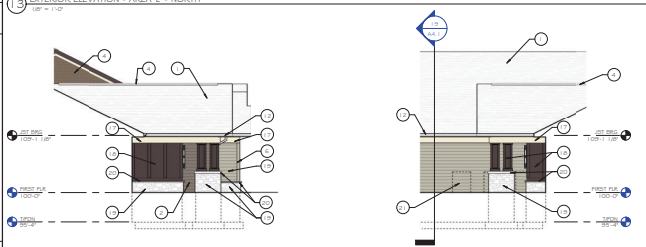


GENERAL NOTES	
A. COLOR 1	LAP SIDING 1
B. COLOR 2	LAP SIDING 2
C. COLOR 3	FREEZE TRIM, AND WINDOW WRAP TRIM
D. COLOR 4	PADOCK, DOOR, AND COLUMN TRIM
E. COLOR 5	VINYL SHAKE SIDING

ELEVATION NOTES	
1	TRIANGLE ROOFING, TYPICAL.
2	PRE-FINISHED METAL LAP SIDING 1 (COLOR 1).
3	VINYL WINDOW SYSTEM W/ ENGINEERED WOOD TRIM - 5 1/2" (COLOR 5).
4	CONTINUOUS RIDGE VENT.
5	PRE-FINISHED METAL PADOCK (COLOR 4), TYPICAL.
6	PRE-FINISHED SIDING CORNER TRIM, TYPICAL - COLOR TO MATCH ADJACENT SIDING.
7	ENGINEERED WOOD TRIM - 5 1/2" (COLOR 5).
8	VINYL SHAKE SIDING (COLOR 5).
9	PRE-FINISHED METAL DOWNSPOUT W/ SPALSHBLOCK - COLOR TO MATCH ADJ SIDING.
10	LIGHT FIXTURE, SEE ELECTRICAL.
11	VINYL WINDOW SYSTEM W/ ENGINEERED WOOD TRIM - 5 1/2" (COLOR 5).
12	PRE-FINISHED METAL GUTTER (COLOR 4).
13	PRE-FINISHED METAL LAP SIDING (COLOR 2).
14	ENGINEERED WOOD TRIM - 5 1/2" (COLOR 4).
15	ALUMINUM ENTRANCE SYSTEM.
16	STOOP, SEE STRUCTURAL.
17	ENGINEERED WOOD TRIM - 1 1/4" (COLOR 5).
18	ENGINEERED WOOD PANEL W/ TRIM (COLOR 4).
19	TRIM STONE (VENDOR, JEN-1)
20	CHART STONE DALL.
21	UNIT, SEE MECHANICAL.
22	VINYL WINDOW SYSTEM W/ ENGINEERED WOOD TRIM - 1 1/4" (COLOR 5).



SEE TAB. 8 FOR ADDITIONAL INFORMATION.



EXTERIOR ELEVATIONS - AREA L

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EVAN LARSON
DATE 30 APRIL 2021 REG. NO. 42552

Revision Schedule		
Revision Number	Revision Description	Revision Date
1	review set	

KEY PLAN

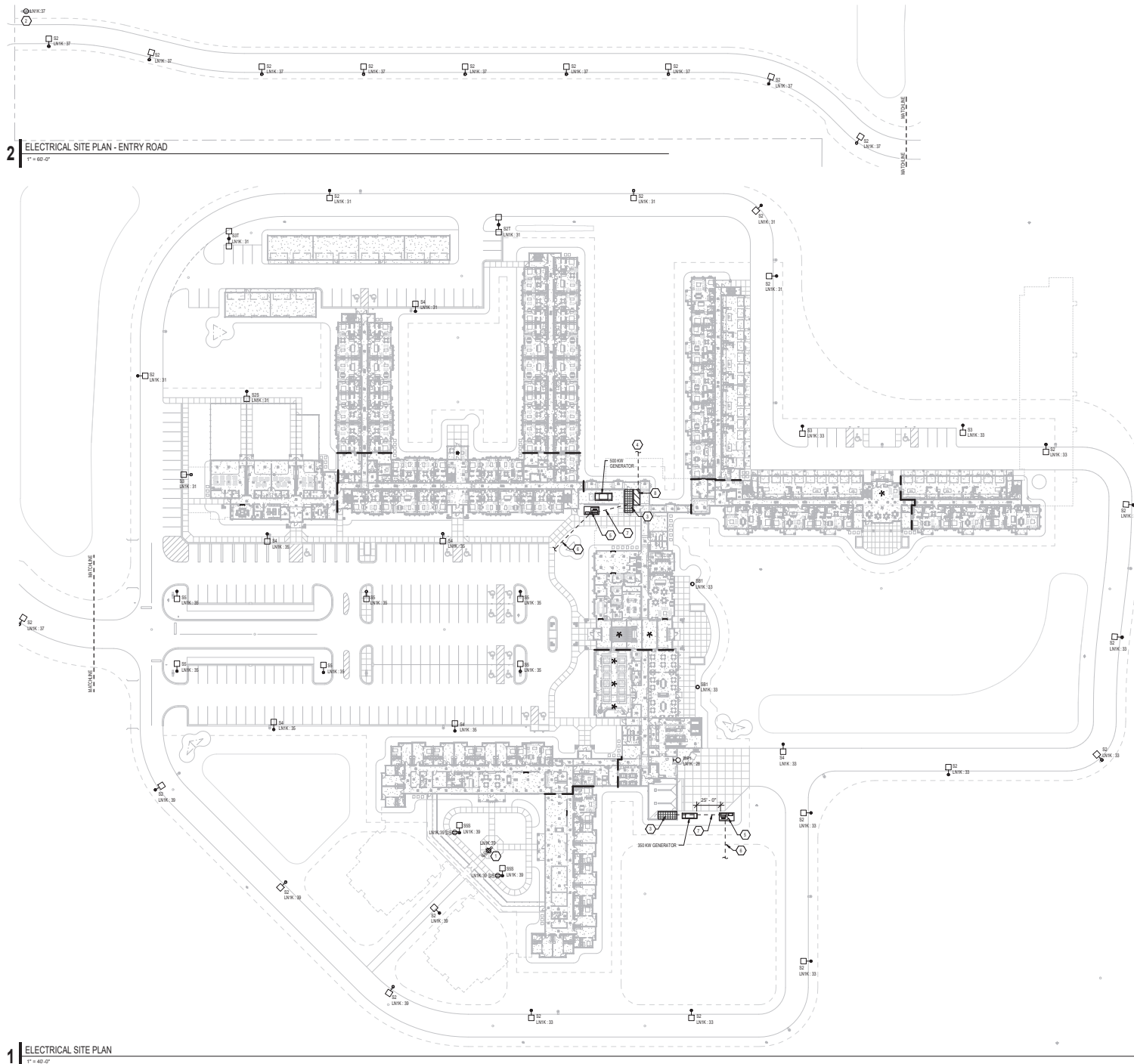
AREA 1W

COUNTRY MANOR

NEW FACILITY

BRAINERD, MINNESOTA

DATE	10 MAY 2021
PROJECT	1839
A3.8	



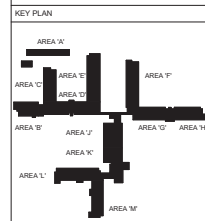
- KEY NOTES**
1. PROVIDE WEATHER-PROOF, 60" SQUARE RECESSED, PIEDestal MOUNTED AT LOCATION SHOWN FOR FUTURE HOLIDAY LIGHTING.
 2. BUILDING SIGNAGE - 20A 120V CONNECTION.
 3. APPROXIMATE LOCATION OF MAIN ELECTRICAL ROOM LOCATED ON THE MAIN LEVEL. REFER TO FLOOR PLANS FOR EQUIPMENT LAYOUT AND ADDITIONAL INFORMATION.
 4. PROVIDE 1/4" EMPTY CONDUITS STUBBED OUT OF BUILDING FROM MAIN LEVEL COMMUNICATIONS ROOM TO PROPERTY LINE (OR AS REQUIRED BY RESPECTIVE UTILITY COMPANY FOR BUILDING COMMUNICATIONS SERVICES, CIP AND USE FOR USE BY UTILITY).
 5. APPROXIMATE LOCATION OF UTILITY COMPANY PAD MOUNTED TRANSFORMER. COORDINATE EXACT LOCATION WITH FIELD CONDITIONS AND UTILITY COMPANY PRIOR TO INSTALLATION. ELECTRICAL CONTRACTOR TO PROVIDE CONCRETE PAD AND MOUNT TO MEET THE UTILITY COMPANY'S REQUIREMENTS.
 6. APPROXIMATE LOCATION OF UNDERGROUND PRIMARY ELECTRIC SERVICE BY THE UTILITY COMPANY. THE ELECTRICAL CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL UTILITY WORK.
 7. APPROXIMATE LOCATION OF UNDERGROUND SECONDARY ELECTRICAL SERVICES BY THE ELECTRICAL CONTRACTOR.
 8. LOCATION OF MAIN COMMUNICATIONS ROOM AT LEVEL 1. REFER TO LEVEL 1 FLOOR PLANS FOR EQUIPMENT LAYOUT AND ADDITIONAL INFORMATION.

GLT Architects
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DATE: -- REG. NO.: --
CTA
SUSTAINABLE MEP ENGINEERING
 4215 WHITE BEAR PARKWAY - SUITE 100, SAINT PAUL, MN 55110
 MAIL: 651-426-8449 | FAX: 651-426-5648 | www.ctamep.com
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Revision Schedule		
Revision Number	Revision Description	Typical Date
preliminary - not a construction document - 80% status		



COUNTRY MANOR - BRAINERD
 NEW FACILITY

BRAINERD, MINNESOTA		
NORTH	DATE	06/22/20
	PROJECT	1839
E0.2		

ELECTRICAL SITE PLAN

LIGHTING FEATURE SCHEDULE NOTES

1. PROVIDE WITH INTEGRAL BATTERY BACKUP FOR EMERGENCY EXIT AND/OR ESCAPE LIGHTING FUNCTION.
2. LUMINAIRES / ASSEMBLIES SHALL BE PROVIDED WITH INTEGRAL OCCUPANCY SENSOR CONTROLS TO REDUCE LIGHTING TO 30% WHEN SPACE IS UNOCCUPIED.
3. LUMINAIRES / ASSEMBLIES SHALL BE PROVIDED WITH INTEGRAL OCCUPANCY SENSOR CONTROLS TO REDUCE LIGHTING TO 10% WHEN SPACE IS UNOCCUPIED.
4. LUMINAIRES SHALL BE PROVIDED WITH DUAL LIGHT ENGINES EACH POWERED FROM 70% OWLED DRIVER RESULTING IN MINIMUM OF TWO ENGINES AND TWO POWER SUPPLIES PER LUMINAIRE ASSEMBLY. PROVIDE WITH INTEGRAL OCCUPANCY SENSOR CONTROLS FOR A LOCAL AND REMOTE SYSTEM.
5. SEE ARCHITECTURAL DETAILS FOR EXACT LENGTH, MOUNTING REQUIREMENTS, ADDITIONAL INFORMATION, AND DETAILING.
6. LIGHTING FIXTURES SHALL BE LABELLED TO REFLECT LED LAMPING INDICATED.
7. LUMINAIRES / ASSEMBLIES SHALL BE PROVIDED WITH INTEGRAL OCCUPANCY SENSOR CONTROLS FOR SHUTOFF OPERATION.
8. LUMINAIRES / ASSEMBLIES SHALL BE PROVIDED WITH INTEGRAL OCCUPANCY SENSOR CONTROLS TO REDUCE LIGHTING TO 30% WHEN SPACE IS UNOCCUPIED.

GLTAarchitects
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 (320) 252-3740
www.gltaarchitects.com

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DATE	REG. NO.

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Revision Schedule		
Revision Number	Revision Description	Revision Date
	preliminary - not a construction document - 80% status	

KEY PLAN

COUNTRY MANOR - BRAINERD NEW FACILITY

BRAINERD, MINNESOTA

	DATE	06/22/20
	PROJECT	1839

E.8.0

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Brian Kelm has submitted a request on behalf of Foundation for Health Care Continuums for a rezoning and planned unit development. The applicant proposes rezoning three parcels along Beaver Dam Road from R-A (Rural Agricultural) District to PUD (Planned Unit Development) District. The purpose of the planned unit development is to construct a senior living facility comprised of 92 apartments and 18 memory care units as well as a childcare facility for 60 infants through pre-k as well as a 60 student after school program.

The properties are legally described as:

N. 874.74 FT OF NE1/4 OF SW1/4, EXCEPT S. 12 ACRES OF N. 874.74 FT. SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD.

NW1/4 OF SE1/4 SECTION 33, EXCEPT THE S. 26.1 ACRES THEREOF

S 26.10 ACRES OF NWSE. TOGETHER WITH AN ESMNT OF RECORD.

P.I.N. 41330755, 41330745, 41330744

Section 33, Township 134, Range 28

A copy of the survey and site plan is on file for review with the Community Development Department.

A Public Hearing to consider this rezoning and planned unit development request will be conducted by the Brainerd Planning Commission at 7:00 p.m. on Wednesday, May 26th, 2021, in the City Council Chambers at 501 Laurel St., Brainerd, MN 56401.

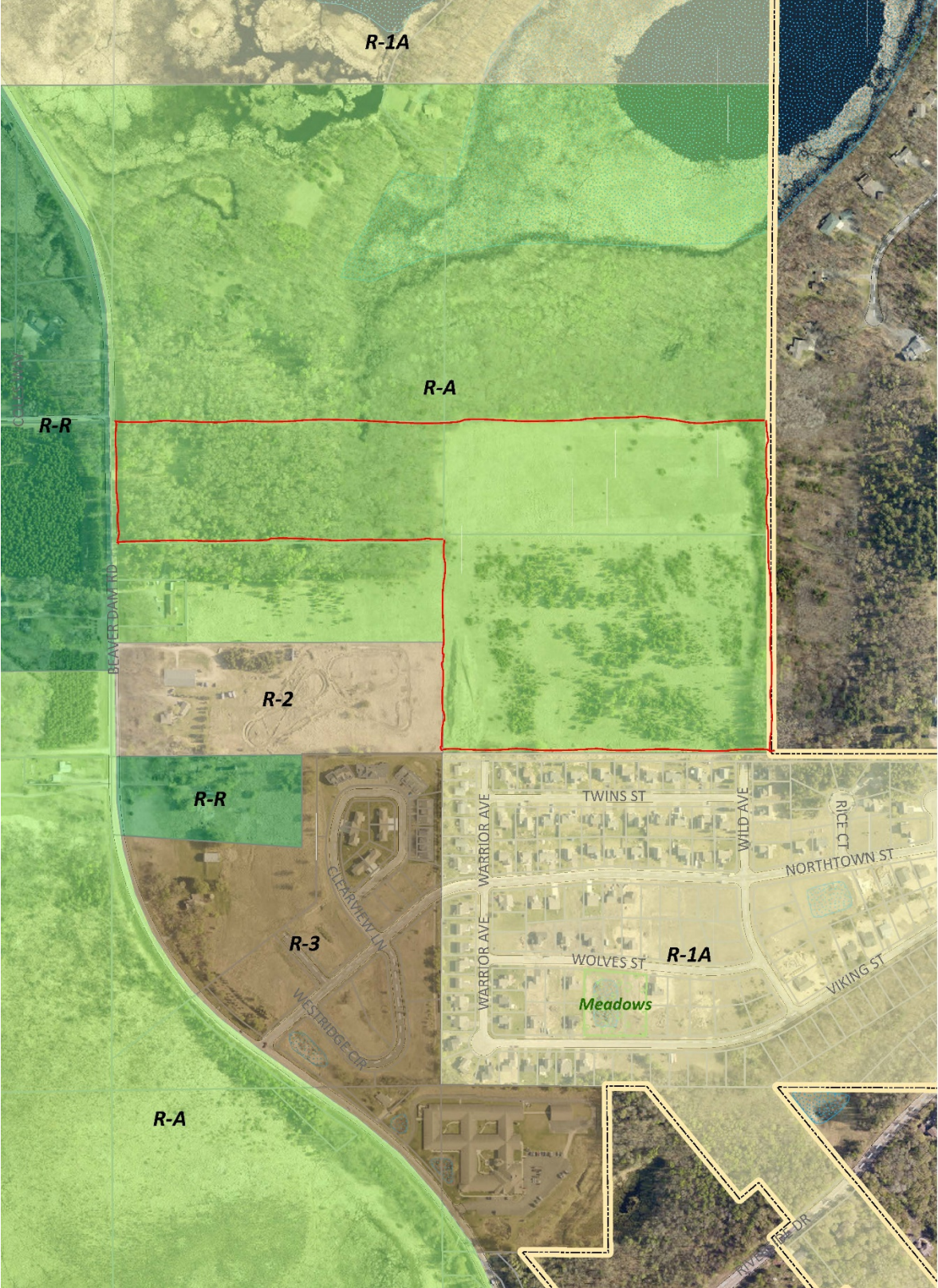
Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 13th day of May 2021

Publication Date: May 16, 2021



David C. Chanski, MPA
Community Development Director





Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Final Plat - Lot 1, Block 1 Myrha Addition to Brainerd Oaks

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): David Chanski, CDD	Estimated Time Needed: 2 minutes
Summary of Issue: Eric & Dawn Myrha have submitted a request for a Final Plat for Outlot B in the Brainerd Oaks addition to Brainerd. The purpose of this final plat request is to replat Outlot B to Lot 1, Block 1 Myrha Addition to Brainerd Oaks. This would allow the applicant to build a single-family dwelling on the property.	
Alternatives, Options, Effects on Others/Comments: The Preliminary Plat for Outlot B was considered by the Planning Commission on April 21, 2021 and approved by the City Council on May 3, 2021. This Final Plat was unanimously approved by the Planning Commission on May 19, 2021.	
Recommended Action/Motion: Motion to approve the Final Plat for Lot 1, Block 1 Myrha Addition to Brainerd Oaks.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

MEMO



TO: Planning Commission

FROM: David Chanski, Community Development Director

DATE: May 19, 2021

RE: Final Plat – Lot 1, Block 1 Myrha Addition to Brainerd Oaks

Eric & Dawn Myhra have submitted a request for a Final Plat for Outlot B in the Brainerd Oaks addition to Brainerd. The purpose of this final plat request is to replat Outlot B to Lot 1, Block 1, Myrha Addition to Brainerd Oaks. This would allow the applicant to build a single-family dwelling on the property.

Findings of Fact

1. The Preliminary Plat for Outlot B was considered by the Planning Commission on April 21, 2021 and approved by the City Council on May 3, 2021.
2. Per Section [500-5-2.C](#), consideration of a Final Plat shall be made upon the following requirements being met:
 - a. The final plat shall substantially conform to the approved preliminary plat and phasing plan.
 - i. The proposed final plat does conform with the approved preliminary plat.
 - b. Completed development contract including all required financial securities and time frame for final plat and final grading.
 - i. No development contract is being required for this replat.
 - c. Conditions attached to approval of the preliminary plat shall be fulfilled or secured by the development agreement, as appropriate.
 - i. The new legal description for Outlot B has been properly redrafted as Lot 1, Block 1 Myrha Addition to Brainerd Oaks.
 - d. All fees, charges, and escrow related to the preliminary or final plat be paid in full.
 - i. The applicant has paid all fees in full.
3. The plat for Outlot B was originally recorded with Crow Wing County on December 2nd, 2003.
4. Outlot B is zoned R-1 (Single Family Residential) District.
5. Outlot B does not serve as any kind of easement or for stormwater retention. This was verified by the City Engineer.
6. Outlot B has a lot size of approximately 65'x150'.
7. Outlot B entered tax forfeiture status in 2008 as the developer for the Brainerd Oaks addition filed for bankruptcy.
 - a. The lot was originally going to be a city park for the Brainerd Oaks addition.

- b. The idea of a park in Brainerd Oaks was abandoned by the Parks Board.
- 8. Outlot B was certified by the City Council for sale by Crow Wing County as non-conservancy in January 2009.
- 9. Outlot B was purchased through a tax forfeiture sale by the applicant on June 9th, 2017 from the State of Minnesota.
 - a. The Brainerd HRA did not purchase this lot as part of the development agreement with the City of Brainerd because it is an outlot.
 - b. The City Engineer and City Planner reviewed the potential use of this lot before the Crow Wing County tax forfeiture land sale, and the City Council approved this land for sale to the public.
 - c. No assessments were paid as part of the purchase of this property because it is an Outlot.
 - d. All assessments were waived by City Council, in the Brainerd Oaks addition, through an agreement with the HRA to encourage development.
- 10. All utilities, including water, sewer, and electric are available to this site.
 - a. Sewer and water stub-in lines were not installed to the curb of this property because it is an Outlot.
 - i. The property owner will be responsible for connecting sewer and water to the utilities located in the street.
- 11. There should be no increased stormwater impacts not accounted for upon the development of this lot with the requested plat change.
- 12. For property tax pay year 2021, Outlot B has an assessment of \$114.56.
 - a. It is staff's opinion that replating Outlot B will increase the lot's taxable value at a higher rate than if it would remain in its current configuration.

No public hearing is required for this final plat review.

Staff Opinion

Staff recommends approval of the Final Plat for Lot 1, Block 1 Myrha Addition to Brainerd Oaks.



City Planning Department

City Hall – 501 Laurel Street
Brainerd, MN 56401
218-828-2309/Fax 218-828-2316
www.ci.brainerd.mn.us

Receipt # _____

Check # _____

Date Paid: _____

PRELIMINARY PLAT/FINAL PLAT APPLICATION

☐ PRELIMINARY PLAT (\$500.00 + \$30.00/lot residential + \$1,000.00 escrow deposit)
(\$600.00 + \$50.00/lot commercial + \$1,000.00 escrow deposit)

☒ FINAL PLAT (fee included with Preliminary Plat)

PROPERTY ADDRESS: PROPERTY OUTLOT B - YORK COURT

LEGAL DESCRIPTION: Lot(s): OUTLOT B Block: _____ Addition: BRainerd OAKS
(attach description if lengthy)

Property Owner Name: ERIC J. MYHRA / DAWN A. MYHRA

Street Address: OUTLOT B City: BRainerd State: MN Zip Code: 56461

Phone Number: 218-820-2838 Fax: _____ E-mail: ericmyhra@gmail.com

Applicant Name: (if different than Property Owner) _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____ E-Mail: _____

Description of Request: FINAL PLAT

LOT 1 BLOCK 1 MYHRA EDITION BRainerd OAKS

Property Owner Signature

ERIC J. MYHRA

(Please print name)

Dawn Myhra

5/5/21

Date

Applicant Signature

ERIC J. MYHRA

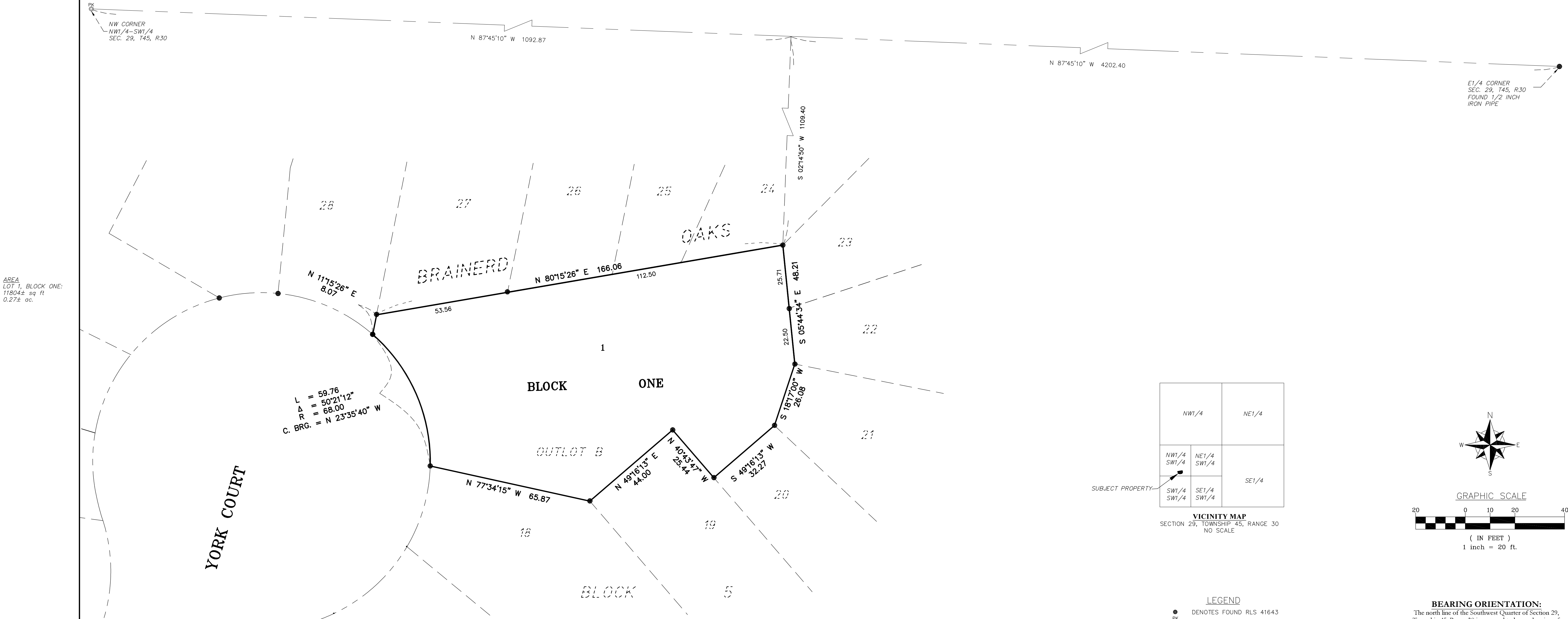
(Please print name)

Dawn Myhra

5/5/21

Date

MYHRA ADDITION TO BRAINERD OAKS



KNOW ALL PERSONS BY THESE PRESENTS: That Eric Myhra and Dawn Myhra, joint tenants and not tenants in common, owners, of the following property to be described:

Outlot B of BRAINERD OAKS, according to the recorded plat thereof, Crow Wing County, Minnesota.

Has caused the same to be surveyed and platted as MYHRA ADDITION TO BRAINERD OAKS.

In witness whereof said Eric Myhra and Dawn Myhra, joint tenants and not tenants in common, have hereunto set their hands this _____day of _____, 20_____.

Eric Myhra

Dawn Myhra

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____day of _____, 20_____, by Eric Myhra and Dawn Myhra.

(Notary Signature) (Notary Printed Name)

NOTARY PUBLIC, _____ COUNTY, STATE OF MINNESOTA

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

I Mark T. Downing, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Mark T. Downing, Professional Land Surveyor
Minnesota Registration No. 46165

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____day of _____, 20_____, by Mark T. Downing, Professional Land Surveyor, Minnesota Registration No. 46165.

(Notary Signature) (Notary Printed Name)

NOTARY PUBLIC, _____ COUNTY, STATE OF MINNESOTA

MY COMMISSION EXPIRES: _____

City of Brainerd

Approved by the Council of the City of Brainerd

This _____ day of _____, 20_____.

Signed _____ (Mayor)

Attest _____ (City Administrator)

County Surveyor

I hereby certify that this plat has been checked and approved as to compliance with Chapter 505, Minnesota Statutes this

_____day of _____, 20_____.

Crow Wing County Surveyor

County Auditor/Treasurer

I hereby certify taxes payable in the year _____ on lands herein described are paid in full, and there are no delinquent

taxes, and that transfer was entered this _____day of _____, 20_____.

Crow Wing County Auditor/Treasurer

County Recorder

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this

_____day of _____, 20_____, at _____ o'clock _____M., and was duly recorded as

Document No. _____

Crow Wing County Recorder

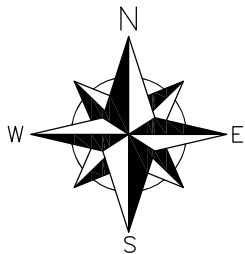


217 1st Ave. N.
Waite Park, MN 56387 (320)241-6247 OFFICE

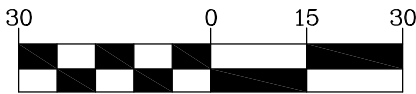
CERTIFICATE OF SURVEY

LEGEND

- DENOTES FOUND SURVEY MONUMENT
- DENOTES HYDRANT
- DENOTES WATER VALVE
- DENOTES SEPTIC MANHOLE
- DENOTES TELEPHONE PEDESTAL
- DENOTES SPOT ELEVATION (NAVD 88)
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE



GRAPHIC SCALE



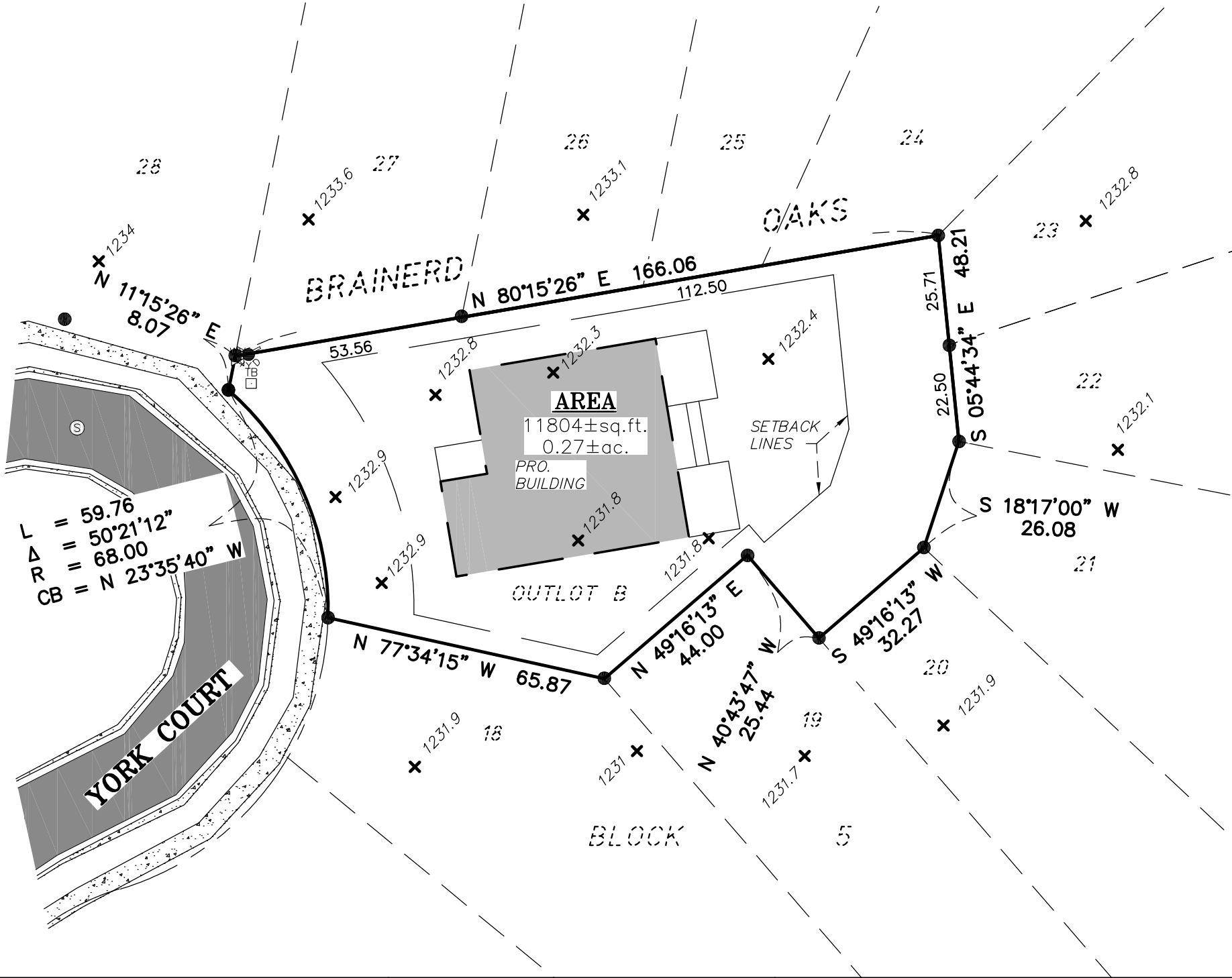
(IN FEET)
1 inch = 30 ft.

DESCRIPTION - (Parcel No.: 41290607)

Outlot B, BRAINERD OAKS, according to the recorded plat thereof, Crow Wing County, Minnesota

SURVEYOR'S NOTES:

- Bearing Orientation: The North line of Outlot B, Block 5 of BRAINERD OAKS, is assumed to have a bearing of North 80 degrees 15 minutes 26 seconds East.
- The field survey was completed on March 17, 2021.
- Arro Land Surveying of Brainerd, INC. has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- There was no evidence of visible wetlands across the property being surveyed.
- The utilities as shown on this survey were developed from the visible utilities across your property and is not implied nor intended to be the complete inventory of utilities in this area. It is the client's responsibility to verify the location of all utilities prior to construction or improving your property.
- Property Zoning: Single Family Residential (R1)
- Setback Requirements: Front Yard = 20 feet Side Yard = 5 feet Rear Yard = 25 feet
- It is the client's responsibility to verify zoning and setback requirements prior to construction or improving your property.



DRAWN BY: JAS CHECKED BY: MTD

APPROVED BY: MTD JOB NUMBER: 21-034B

NO.	DATE	BY	REVISION DESCRIPTION

CLIENT:

Eric Myhra

BOUNDARY SURVEY
Outlot B
BRAINERD OAKS
Sec. 29, T45, R30
Crow Wing County, MN



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the state of Minnesota.

Dated this 30th day of March, 2021
By: Mark T. Downing, Minnesota License No. 46165



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Discussion on the Regulation of Sober Homes

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☒ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): David Chanski, CDD	Estimated Time Needed: 10 minutes
Summary of Issue: Concerns about the opening of a sober home at 470 Tyrol Dr from the Tyrol Hills neighborhood have been brought forward to the Community Development Department, some members of the City Council, and members of the Planning Commission in recent months. In response to these concerns, the Planning Commission held a discussion on the topic of sober homes during their meeting on May 19, during which members of the community were allowed to make comment. Council President Bevans as well as Planning Commission Liaison Tad Erickson were present for the discussion. In the end, three questions were identified: 1) Can the City regulate parking for sober homes? 2) Can the City implement proximity regulations for sober homes, and, if so, what such regulations would be appropriate? 3) How are sober homes different than residential care facilities and boarding houses when it comes to regulating them? Council President Bevans directed staff to present this issue to the City Council for discussion so that the Council may provide the Planning Commission guidance for addressing this issue moving forward.	
Alternatives, Options, Effects on Others/Comments: Attached are a memo from Community Development Director Chanski to the Planning Commission on the history of sober homes in Brainerd, information from former City Planner Mark Ostgarden on sober homes that he presented to the Council in February 2017, minutes from the April 19, 2017 Planning Commission meeting at which the Commission made a recommendation on the regulation of sober homes to the City Council, and the May 15, 2017 council meeting minutes at which the Council voted to reject the regulation of sober homes because "sufficient oversight of the use can occur under City Code."	
Recommended Action/Motion: Provide staff direction on the regulation and management of sober homes. At this time, staff does not recommend making any changes to the process by which sober homes are regulated in the City of Brainerd.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

MEMO



TO: Planning Commission

FROM: David Chanski, Community Development Director

DATE: May 19, 2021

RE: Discussion – Sober Homes

Introduction

On February 6, 2017, then City Planner Mark Ostgarden presented a request to the City Council to consider whether sober home zoning regulations should be established. In his presentation, Mr. Ostgarden presented two alternatives: 1) do nothing which will allow sober homes of any size to operate in the city; provided building code and fire code regulations are followed, or 2) the City Council determined that some regulatory oversight is in the best interest of the city for health and welfare purposes and refers the issues to the Planning Commission to review and develop appropriate Zoning Ordinance language. The City Council voted to refer the sober home regulation issue to the Planning Commission for its recommendation.

During its April 19, 2017 meeting, the Planning Commission considered the issue and made the recommendation to the City Council to not regulate sober homes based on the following reasons:

- Nuisance activities would be regulated under the rental housing code.
- This use cannot be singled out in a way that is significantly different than other uses that would go on legally because of Supreme Court divisions.
- If issues arise in the future, the Commission reserves the right to look at this use as a use similar to group homes but at this time there is no evidence that this activity will be anywhere near as intense as a group home.

During its regular meeting on May 15, 2017, the City Council upheld the Planning Commission's recommendation to reject the regulation of sober homes because sufficient oversight of the use can occur under City Code.

Sober Homes Today

Since the City Council's determination on May 15, 2017 to reject the regulation of sober homes, Ms. Sheila Haverkamp has opened two sober homes at 215 N. 10th St. and 460 Tyrol Dr. Additionally, Ms. Haverkamp has purchased and is in the process of renovating 470 Tyrol Dr to be a 3rd sober home. The N. 10th St. property is zoned B-1 (Neighborhood Office) District, which allows single-family dwellings as a permitted use, and the Tyrol Dr. properties are zoned R-1A (Single Family Residential), which likewise allow single-family dwellings as a permitted use.

Ms. Haverkamp's properties are licensed single-family rentals by the City of Brainerd as well as registered as "Housing with Services Establishment" by the Minnesota Department of Health. Ms. Haverkamp also operates a similarly licensed and registered sober house in Little Falls.

Ms. Haverkamp's sober homes exclusively house men in recovery from chemical dependency. She works closely with Crow Wing County in serving those recovering from chemical dependency, and she has told staff that the County has even requested that she next open a home to serve women.

Since Ms. Haverkamp opened her first sober home at 215 N. 10th St, the Community Development Department has never issued an ordinance violation to any of her properties.

Police Chief Mike Bestul has stated that, in speaking with his officers, neither of Ms. Haverkamp's sober homes have been nor do they anticipate them to be of concern from a law enforcement perspective.

Issue at Hand

Since Ms. Haverkamp purchased her newest property at 470 Tyrol Dr., concerns from the Tyrol Hills neighborhood have been brought forward to the Community Development Department and some members of the City Council. It should be noted that none of the concerns have been in regard to violations of the City Code. Most of the concerns related to the number of people taking residence in these Sober Homes as well as concerns due to the fact that these men are recovering substance abusers.

It should be noted that the Federal Fair Housing Act (FFHA) prohibits a municipality from refusing to "make reasonable accommodations in rules, policies, practices or services" when they are necessary to permit handicapped persons "to use and enjoy a dwelling." People recovering from chemical dependency are also considered "disabled" by the FFHA and, therefore, prohibits discrimination against individuals on a basis of race, color, religion, sex, national origin, familial status and disability. Further, the Supreme Court has ruled that individuals in recovery from chemical dependency living in congregate facilities cannot be excluded from zoning districts under family composition rules, which limit the number of unrelated persons living in the single-family dwelling.

In response to these concerns, Chairman Duval has requested that the issue of sober homes be brought before the Planning Commission for discussion. Staff does anticipate that members of the Tyrol Hills neighborhood will be present, and Ms. Haverkamp also intends to be present.

At this time, staff does not recommend making any changes to the process by which sober homes are regulated in the City of Brainerd.



Brainerd City Council Agenda Request

SPW

7

Agenda Item #

Requested Meeting Date: February 6, 2017

Title of Item: Sober Houses - Consider Regulations

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☒ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Mark Ostgarden, City Planner	Department: Planning
Presenter (Name & Title): Same	Estimated Time Needed: 10 minutes
Summary of Issue: The Planning Department is seeking City Council direction on whether sober house zoning regulations should be established. The attached memo provides background on a municipality's ability to regulate sober houses.	
Alternatives, Options, Effects on Others/Comments: There are 2 alternatives. One is do nothing which will allow sober houses of any size to operate in the city; provided building code and fire code regulations are followed. The other is the City Council determines that some regulatory oversight is in the best interest of the city for health and welfare purposes and refers the issue to the Planning Commission to review and develop appropriate Zoning Ordinance language.	
Recommended Action/Motion: Motion by _____, and seconded by _____ that there has been no demonstrated need to establish zoning regulations for sober houses. Motion by _____, second by _____ that the City Council determines that some regulatory oversight is in the best interest of the city for health and welfare purposes and refers the issue to the Planning Commission to review and develop appropriate Zoning Ordinance language.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	

MEMO

TO: Mayor and City Council

FROM: Mark Ostgarden, City Planner MO

DATE: February 2, 2017

RE: Sober Houses – Consider Regulations

The Planning Department is seeking City Council guidance about whether zoning regulations for sober houses should be considered. If so, the recommendation is to refer the issue to the Planning Commission for review. The Planning Department is aware of a sober house that will be opening within a few weeks and Central Minnesota Adult and Teen Challenge has stated there is a huge need in the area for sober houses.

A sober house has commonly been referred to as a private residence for individuals in chemical dependency recovery. People recovering from chemical dependency are considered “disabled” by the Federal Fair Housing Act (FFHA), a federal law that prohibits discrimination against individuals on a basis of race, color, religion, sex, national origin, familial status and disability. The Supreme Court has ruled that individuals in recovery from chemical dependency living in congregate facilities cannot be excluded from zoning districts under family composition rules, which limit the number of unrelated persons living in a single family dwelling.

The FFHA prohibits a municipality from refusing to “*make reasonable accommodations in rules, policies, practices or services*” when they are necessary to permit handicapped persons “*to use and enjoy a dwelling.*” An example might be accommodations allowing a higher number of unrelated residents to live in a single family house than normally allowed by a municipal definition of “*family*” or the single family zoning. In the City of Brainerd, the “*family*” definition for zoning purposes includes up to 4 unrelated individuals.

However municipalities still have the authority to protect safety and health as long as applicable regulations (building/fire/zoning) do not restrict the ability of disabled individuals to live in communities.

There are 2 alternative approaches for regulating sober houses:

1. **Reasonable Accommodation without Clear Standards.** This is our current status and we would continue with no special regulations for sober houses because they are protected by the FFHA. Regulations could include a land use definition and zoning standards such as parking, occupancy limits and separation requirements.
2. **Reasonable Accommodations with Clear Standards.** With this approach, a sober house definition and zoning standards that allow sober houses in Brainerd would be developed, being mindful that legal precedents show that the range within a municipality can regulate sober houses is relatively narrow.

There is a 3rd option which is to be more restrictive and treat sober houses no differently than a traditional single family residence. This is not recommended as it would put the city in a tenuous legal position.

In researching this topic it is interesting to learn the state's 2 largest cities address sober houses differently. Minneapolis has chosen not to regulate the use, while St. Paul has done extensive research and has adopted regulations which include a separation requirement.

Following is language from the St. Paul Zoning Ordinance:

Sec. 65.160. - Sober house.

A dwelling unit occupied by more than four (4) persons, all of whom are in recovery from chemical dependency and considered handicapped under the Federal Fair Housing Act Amendments of 1988, that provides a non-institutional residential environment in which the residents willingly subject themselves to written rules and conditions, including prohibition of alcohol and drug use (except for prescription medications obtained and used under medical supervision), intended to encourage and sustain their recovery. The residents of a sober house are similar to a family unit, and share kitchen and bathroom facilities and other common areas of the unit. Sober houses are financially self-supporting. This definition does not include facilities that receive operating revenue from governmental sources. Sober houses do not provide on-site supportive services to residents, including the following: mental health services; clinical rehabilitation services; social services; medical, dental, nutritional and other health care services; financial management services; legal services; vocational services; and other similar supportive services.

Standards and conditions:

A request for reasonable accommodation for this use as required under the Federal Fair Housing Act Amendments of 1988 by providing an exception to the maximum number of unrelated persons living together in a dwelling unit shall automatically be granted if the following standards and conditions are met. This does not limit the city from granting additional reasonable accommodation for this use under the general provisions of this code.

- (a) The operator shall submit a request for reasonable accommodation to the zoning administrator on a form provided by the city, specify the number of residents, and provide information necessary to assure the use meets applicable zoning standards. The maximum total number of residents permitted in the sober house shall be specified by the fire certificate of occupancy.
- (b) For a sober house that does not meet the parking requirement in section 63.207, the operator shall submit a written parking plan that demonstrates sufficient parking for the use.
- (c) In RL-R4 Residential Districts, the sober house shall serve ten (10) or fewer residents.
- (d) For a structure serving seventeen (17) or more sober house residents, a conditional use permit is required. This use shall be exempt from section 61.501 conditional use permit general standards (a), (c), and (d).
- (e) Property containing one (1) or more sober house units shall be a minimum distance of three hundred thirty (330) feet from any other property containing a sober house.

(C.F. No. 08-640, § 1, 7-9-08; Ord 16-5, § 1, 4-13-16)

PLANNING COMMISSION
Wednesday, April 19, 2017

#1 Call to Order

Planning Commission Chair Headley called the meeting of the Brainerd Planning Commission to order at 6:00 p.m. in the City Hall Council Chambers.

Noted present were Commissioners Headley, Gorham, Marohn, Burslie, and Lambert. Noted absent were Commissioner Antolak and Turner. Also present was City Planner Ostgarden.

#2 Approval/Amendment of Agenda

MOTION AND SECONDED BY COMMISSIONERS LAMBERT AND GORHAM, DULY CARRIED, TO APPROVE THE AGENDA AS PRESENTED.

#3 Approval of minutes of the regular meeting and workshop held on March 15, 2017

MOTION AND SECONDED BY COMMISSIONERS GORHAM AND LAMBERT, DULY CARRIED, TO APPROVE THE MINUTES OF THE MARCH 15, 2017 WORKSHOP AND REGULAR PLANNING COMMISSION MEETING.

#4 NEW BUSINESS

None

#5 PUBLIC FORUM

None

#6 OLD BUSINESS

a. Review Draft Sober House Language

The Commission discussed the draft language to add sober houses to the Zoning Ordinance. This discussion included the following:

- Zoning districts in which to allow the use
- Permitted or conditional use
- Separation requirements
- Regulation of the use

Questions were asked about the difference between a sober house and a group home and whether a sober house could be defined the same as a group home since the regulations for group homes is already in the code.

Additional discussion was held regarding the possibility of imposing regulations through the rental housing license process.

MOTION AND SECONDED BY COMMISSIONERS MAROHN AND BURLIE TO MAKE A RECOMMENDATION TO THE CITY COUNCIL TO NOT REGULATE SOBER HOUSES.

Commissioner Marohn requested a straw poll of the Commission regarding their position on this issue. City Planner Ostgarden stated the motion should be withdrawn before the poll is taken and then can be made again after the poll.

Commissioner Marohn withdrew his motion.

Commissioner Burslie stated he is comfortable without imposing regulations at this time as long as it will be regulated through the rental housing code. He noted if there are problems, regulations can be imposed in the future.

Commissioner Gorham stated he is leaning toward favoring no regulations, but doesn't feel very strongly about it.

Commissioner Headley stated she is in favor of no regulations as she feels it's in the owners, residents, and neighborhoods best interest to be good neighbors.

Commissioner Lambert stated she can support this as long as it can be regulated under the rental housing code and issues or complaints can be resolved.

MOTION AND SECONDED BY COMMISSIONERS MAROHN AND BURLIE, DULY CARRIED, TO MAKE A RECOMMENDATION TO THE CITY COUNCIL TO NOT REGULATE SOBER HOUSES BASED ON THE FOLLOWING REASONS:

- Nuisance activities would be regulated under the rental housing code
- This use cannot be singled out in a way that is significantly different than other uses that would go on legally because of Supreme Court decisions
- If issues arise in the future, the Commission reserves the right to look at this use as a use similar to group homes but at this time there is no evidence that this activity will be anywhere near as intense as a group home

#7 COMMISSIONERS' QUESTIONS/COMMENTS

Chairman Headley opened the Commissioners' questions/comments section explaining that due to a short agenda this would be a good time to have some discussion about issues the Planning Commission would like to address in the coming year.

The Commission brought up the following issues they would like to discuss in the future:

- Future land use between Lum Park and the airport. Create a plan for the corridor and discuss the City's plan or no plan for development.
- The Commissions relationship/involvement in the Comprehensive Plan process and the NJPA and what goes into a comprehensive plan. Also, what the vision will be for public involvement and the



Brainerd City Council Agenda Request

9A
Agenda Item #

Requested Meeting Date: May 15, 2017

Title of Item: Sober House Report - Planning Commission Recommendation

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) *provide copy of published hearing notice ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading
Submitted by: Mark Ostgarden, City Planner	Department: Planning
Presenter (Name & Title): Same	Estimated Time Needed: 10 minutes
Summary of Issue: At its February 6, 2017 meeting, the City Council referred the sober house regulation issue to the Planning Commission for its recommendation. At its April 19, 2017 meeting, the Planning Commission unanimously agreed that based on our ability to oversee the use by licensing the use in the rental housing program, the Planning Commission did not think additional regulation is needed. The attached April 19th minutes explains its recommendation. To refresh the City Council on this issue, attached is a memo included in the February 6th agenda packet that reviews the ability to regulate sober houses.	
Alternatives, Options, Effects on Others/Comments: There are 2 alternatives. One is to agree with the Planning Commission's recommendation. It is the City Council's decision on how to record its position. It can be done by general voice agreement (no motion) or by motion to agree with the recommendation. Should the City Council think the use should have additional regulation, it can refer the issue back to the Planning Commission to initiate the amendment process to regulate the use in the Zoning Ordinance.	
Recommended Action/Motion: If a motion to agree is desired it could read: Motion by _____, second by _____ that the City Council agrees with Planning Commission's recommendation to not regulate sober houses at this time because sufficient oversight of the use can occur through the rental housing program. Should referring the issue to the Planning Commission be desired a motion to do so would be appropriate that could read: Motion by _____, second by _____ to refer the sober house issue to the Planning Commission to initiate the amendment process to regulate the use in the Zoning Ordinance.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	

MOVED AND SECONDED BY ALDERMAN BEVANS AND LAMBERT, DULY CARRIED, TO DIRECT STAFF TO ASK THE PETITIONERS OF THE REQUEST IF THEY WOULD PREFER A 2 A.M. CLOSE RATHER THAN 10 P.M.

Joint Meeting with the City of Baxter – Discuss potential meeting date Informational

City Administrator Thoreen discussed the date of Monday, June 12th or Tuesday, June 13th to meet with the City of Baxter to discuss the demographics of southern Crow Wing County along with other mutual beneficial topics. A complete agenda with a precise date will follow.

Council discussion was held on dates and agenda items.

Discussion of Notification to Citizens- Informational

Council Member Johnson brought up the May 7th, 2017 water boil alert from Brainerd Public Utilities due to the lack of water pressure. BPU did post this on their Facebook page, but there was no communication from the City of Brainerd to the residents. It was ISD #181 that alerted most residents through the school alert system. We need to identify a means of notification to alert residents of water issues, snow concerns, etc. Our website does offer the email notification system and it has been suggested to update our website with the alerts.

Council discussion was held regarding additional technology and what other entities use. City Administrator Thoreen shared that staff will work through how we notify the public in a timely manner.

Planning Commission

Sober House Report – Recommendation to not Regulate Sober Houses – Approved

City Planner Ostgarden shared the Planning Commissions' recommendation and the reasons for the recommendation.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO REJECT THE REGULATION OF SOBER HOUSES AT THIS TIME BECAUSE SUFFICIENT OVERSIGHT OF THE USE CAN OCCUR UNDER CITY CODE.

Public Forum

The Chair Opened the public forum at 8:36 P.M.

No one came forward.

The Chair Closed the public forum at 8:36 P.M.

Staff Reports



Brainerd City Council Agenda Request

Requested Meeting Date: June 7, 2021

Title of Item: Discussion on Ad Hoc Committees

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jennifer Bergman	Department: Administration
Presenter (Name & Title): City Administrator Bergman	Estimated Time Needed: 10 Minutes
Summary of Issue: The City has had Ad Hoc Committees throughout the years. From our research, they all appear to be handled a bit differently. We currently have three Ad Hoc Committees: Parking, Water Tower and Walkable Bikeable. Attached is a memo that provides a brief history of each.	
Alternatives, Options, Effects on Others/Comments: Staff would like to have a discussion on Ad Hoc Committees to give us direction so we can create guidelines that are consistent for the existing committees and future committees.	
Recommended Action/Motion:	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

MEMO



TO: Mayor and City Council

FROM: City Administrator, Jennifer Bergman

DATE: June 7, 2021

RE: Discussion on Ad Hoc Committees

Background

The City has had Ad Hoc Committees throughout the years. From our research, they all appear to be handled a bit differently. We currently have three Ad Hoc Committees: Parking, Water Tower and Walkable Bikeable. We also have the Brainerd Riverfront Committee which was not actually identified as an Ad Hoc Committee but more of a citizen's committee.

Existing Commissions

Parking Commission

The Parking Commission was originally created in 1985 with the intent to recommend and advise the Council on the planning and development of parking facilities, hours and fees, plans for the improvement of the facilities and coordination of the facilities. The Commission had five members who were appointed by the Mayor and it included the Mayor and City Engineer as ex-officio members. The Parking Commission was abolished in 2005 due to lack of participation.

With the increased demand for parking in downtown Brainerd due to the revitalization efforts, the City Council reestablished the Parking Commission on July 6, 2020. The Council approved a motion to reestablish the Parking Commission as an Ad Hoc Committee of five members recommended by the Mayor and confirmed by the Council. The main reason for establishing this committee was to evaluate the need for parking, the role the City should play in parking and evaluate the fees.

Water Tower Committee

The Water Tower Committee was created in August 2018 with up to 8 members appointed by the Council President. The Committee was given two years to fundraise toward the restoration of the water tower. The City committed \$300,000 over three years towards the water tower project. The Water Tower Committee has since created their own 501(c)(3) but the By Laws state that the members are appointed by the City Council.

Walkable Bikeable Committee

The Walkable Bikeable Committee was established by the Council in September 2013. Staff proposed a committee between 10-12 members and the Council initially appointed 7 members. It is unclear who appoints these members.

The purpose of the committee was to develop and make recommendations to the Council to develop walkable and bikeable neighborhoods. The Committee created and presented the Non-Motorized Transportation Plan to the Council in December, 2016, which was adopted. The City has been using this plan when doing road construction projects.

Discussion

Staff would like to have some consistent direction on Ad Hoc Committees. Some discussion points:

- 1) Who appoints the members? Council President? Mayor?
- 2) How many members are appointed? 5, 7, 9?
- 3) Should there be a staff liaison to each committee?
- 4) Who prepares the agenda?
- 5) What is the structure of the committee? Chair, Vice Chair?

Staff would recommend that when an Ad Hoc committee is created that the Council provide the committee with a specific task, set a time limit, and determine the number of members.

Next Steps

After the discussion, staff will prepare a procedure for Ad Hoc Committees to be considered at the June 21st City Council meeting.