CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, September 19th 2022 @ 7:30pm

The public is invited to attend these meetings in person
Attend by phone **City Council**: 1-844-992-4726 Meeting Access Code: 2495 560 0863
Attend by phone: **Personnel and Finance Committee 7:15 PM:** 1-844-992-4726 Meeting Access Code: 2487 079 7347
Attend by phone **Safety and Public Works Committee 6:45 PM**: 1-844-992-4726 Meeting Access Code: 2499 770 0215

Meeting is also televised on CTC Cable channel 8 and streamed live on YouTube: www.youtube.com/CityOfBrainerdMN

1. **Call To Order**
2. **Roll Call**

   ____ K. Stunek ____ G. Johnson ____ W. Bieser ____ T. Stenglein

   ____ T. Erickson ____ M. O'Day ___ 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**

   Documents:

   091922 COUNCIL AP INV REGISTER.pdf

   B. **Approval Of Minutes**

   Documents:

   2022-09-06 City Council Minutes.pdf

   C. **Approval Of Licenses**

   Contractor Licenses-

Documents:

20220919 Contractor Licenses.pdf

D. **Department Activity Reports**

Documents:

Council Dept Report IT 2022-08 20220919.pdf
Community Development Director Report - September 2022.pdf
PD Report.pdf

E. **Temporary On-Sale Liquor License Application- Submitted By Crossing Arts Alliance For An Event To Be Held October 7th, 2022 At 711 Laurel Street, Brainerd, MN 56401**

F. **Temporary On-Sale Liquor License Application- Submitted By Brainerd Jaycees For An Event To Be Held September 24 Downtown Brainerd 6th St And Front St**

G. **Minnesota Lawful Gambling Application For Exempt Permit- Submitted By Brainerd Amateur Hockey Association For An Event To Be Held At 612 Station, 612 Front Street On February 20th, 2023**

6. **Council Committee Reports**

A. **Personnel And Finance Committee 7:15 PM**
WebEx Teleconference Call-In Information

Call Toll-Free: 1-844-992-4726 Access Code: 2487 079 7347

Documents:

09-19 PF Agenda.pdf

1. Approval Of 2023 Ancillary Benefits

Documents:

PF - 2023 Ancillary Benefits.pdf

2. Approval Of 2023 Health Insurance Renewal And Adopt Resolution Accepting New Bylaws

Documents:

PF - 2023 Health Ins Renewal.pdf

3. Authorize Staff To Begin Hiring Process For Public Works Department Administrative Specialist

Documents:

PF - PW Dept Adm Specialist Hiring Process.pdf

4. Authorization To Purchase Lease Accounting Software

   Documents:

   PF - Lease Acctg Software.pdf

5. Consider Shared Services Agreement With The EDA

   Documents:

   PF - EDA Agreement.pdf

6. Discussion Of 2023 HRA Levy Request

   Documents:

   PF - HRA Levy Request.pdf

B. **Safety And Public Works Committee 6:45 PM**
WebEx Teleconference Call-In Information
Call Toll-Free: 1-844-992-4726 Access Code: 2499 770 0215

Documents:

09-19 SPW Agenda.pdf

1. Approve Event/Street Closure Application - Skate Co Grand Opening

   Documents:

   SPW - Event Application - Skate Co Grand Opening.pdf

2. Approval Of Hy-Tec Sign On Historic Water Tower

   Documents:

   SPW - Hy-Tec Sign on Historic Water Tower.pdf

3. Approve CWC Customer Fuel Sales Agreement

   Documents:

   SPW - CWC Fuel Sales Agreement.pdf

4. Approve Change Order 1 - Improvement 20-07 - Rotary Park Sewer Lining Project

   Documents:

   SPW - Change Order 1 - Imp 20-07.pdf

5. Review Classification Of Land To Non-Conservation And Future Sale Of Tax Forfeited Lands

Documents:

SPW - Tax-Forfeit Non-Conservation Parcels.pdf

6. Direction On Active Code Enforcement Cases

Documents:

SPW - Direction on Active Code Enforcement Cases.pdf

7. **Unfinished Business**

A. **Consider Conditional Use Permit For Residential Recovery Facility At 2501 Greenwood St.**

Documents:

MA - CUP 2501 Greenwood St.pdf

B. **Public Hearing For The Removal Of Library Board Member**

Documents:

MA- Library Member.pdf

C. **Adopt Resolution Setting The 2023 Preliminary Levy For The City Of Brainerd The Brainerd HRA; And Set Date And Time For Budget Public Hearing**

1. Adopt Resolution Setting the 2023 Preliminary Levy for the City of Brainerd and Brainerd HRA
2. Motion to Set Date and Time for Budget Public Hearing

Documents:

MA - Res - 2023 Preliminary Levy.pdf

D. **Final Reading Proposed Ordinance 1536 - An Ordinance Amending Chapters 1 And 2 Of The Brainerd City Charter**

Documents:

MA - Charter Ordinance Chap 1 and 2 Agenda Request.pdf

E. **Final Reading Proposed Ordinance 1537 - An Ordinance Amending Chapter 3 Of The Brainerd City Charter**

Documents:

MA - Charter Ordinance PIF Agenda Request.pdf

F. **Final Reading Proposed Ordinance 1538 - An Ordinance Amending Chapter 5 Of The Brainerd City Charter**

Documents:

MA - Charter Ordinance Streets Agenda Request.pdf

G. **Call For Applicants - Informational**
(Application Information at *www.ci.brainerd.mn.us/boards/*)

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

Charter Commission – 1 term (Expire 2022) 1 term (Expire 2025)

Rental Dwelling License Board of Appeals – 2 terms (Expire 2022)

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

Economic Development Authority (EDA) – 1 term (Expire 2022) 1 term (Expire 2026)

8. **New Business**

A. **Adopt Resolution Declaring Costs To Be Assessed, Ordering Preparation Of Proposed Assessment, And Ordering A Public Hearing On Proposed Assessment- 2022 Nuisance Abatement And Downtown Special Services District**

Documents:

MA- Declaring Assessment DTSS DTSR Nuisance.pdf

9. **Public Forum**
Time allocated for citizens to bring matters not on the agenda to the attention of the Council - Time limits may be imposed

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

11. **Mayor's Report**

12. **Council Member Reports**

13. **Adjourn To Closed Session Pursuant Minnesota Statute 13D.05 Subd. 3(C)(3) To Discuss NP Center Trail Project Final Settlement And Release Agreement**

14. **Adjourn**

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

MISSION

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

Inv Num Inv Ref#	Vendor Description GL Distribution		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
308886								
73290	ACE HARDWARE		08/31/2022	09/21/2022	18.00	18.00	Open	N
	TRAINING SUPPLIES - STOP THE BLEEDIN		pziemer					09/21/2022
	225-2120-43330	PROFESSIONAL DEVELOPMENT			18.00			
308889								
73291	ACE HARDWARE		09/01/2022	09/21/2022	10.78	10.78	Open	N
	TRAINING SUPPLIES - PT TEST		pziemer					09/21/2022
	225-2120-43330	PROFESSIONAL DEVELOPMENT			10.78			
308887								
73293	ACE HARDWARE		09/01/2022	09/21/2022	35.99	35.99	Open	N
	PAINT TRAILER TIE DOWNS		pziemer					09/21/2022
	235-3170-42210	OPERATING SUPPLIES			35.99			
308923								
73296	ACE HARDWARE		09/01/2022	09/21/2022	8.99	8.99	Open	N
	PAINT REMOVER		pziemer					09/21/2022
	235-3170-42210	OPERATING SUPPLIES			8.99			
308985								
73321	ACE HARDWARE		09/06/2022	09/21/2022	14.38	14.38	Open	N
	SWEEPER DOOR GASKET SEALANT		pziemer					09/21/2022
	235-3100-42220	REPAIR & MAINT			14.38			
309028								
73322	ACE HARDWARE		09/07/2022	09/21/2022	4.56	4.56	Open	N
	VFW RESERVED PARKING LETTERS		pziemer					09/21/2022
	235-3100-42220	REPAIR & MAINT			4.56			
308860								
73652	ACE HARDWARE		09/01/2022	09/21/2022	9.36	9.36	Open	N
	JAYCEES PLAYGROUND-FASTENERS		pziemer					09/21/2022
	400-9050-45530	CAPITAL - OTHER			9.36			
308890								
73653	ACE HARDWARE		09/01/2022	09/21/2022	6.28	6.28	Open	N
	TOILET BOWL BRUSH		pziemer					09/21/2022
	230-5200-42210	OPERATING SUPPLIES			6.28			
309073								
73660	ACE HARDWARE		09/08/2022	09/21/2022	104.54	104.54	Open	N
	PAINT		pziemer					09/21/2022
	225-2220-42210	OPERATING SUPPLIES			104.54			
309140								
73668	ACE HARDWARE		09/12/2022	09/21/2022	26.98	26.98	Open	N
	SAW BLADES - SHOP		pziemer					09/21/2022
	230-5200-42220	REPAIR & MAINT			26.98			

Inv Num Inv Ref#	Vendor Description GL Distribution		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
309078								
73700	ACE HARDWARE		09/08/2022	09/21/2022	17.99	17.99	Open	N
	WATER WAND - CITY HALL		pziemer					09/21/2022
	101-1940-42220	REPAIR & MAINT			17.99			
309175								
73726	ACE HARDWARE		09/13/2022	09/21/2022	49.48	49.48	Open	N
	RESPIRATOR AND BROOM		pziemer					09/21/2022
	237-3190-42220	REPAIR & MAINT			49.48			
309217								
73741	ACE HARDWARE		09/15/2022	09/21/2022	6.29	6.29	Open	N
	LIQUID NAILS - SHOP		pziemer					09/21/2022
	230-5200-42220	REPAIR & MAINT			6.29			
6574224980453								
73323	ADVANCE AUTO PARTS		09/06/2022	09/21/2022	47.60	47.60	Open	N
	SWEEPER 111 & 118 CABIN AIR FILTERS		pziemer					09/21/2022
	235-3100-42220	REPAIR & MAINT			47.60			
6574224980464								
73324	ADVANCE AUTO PARTS		09/06/2022	09/21/2022	11.55	11.55	Open	N
	SWEEPER 111 & 118 OIL FILTERS		pziemer					09/21/2022
	235-3100-42220	REPAIR & MAINT			11.55			
111603								
73330	AMERICAN STEEL SUPPLY INC		09/01/2022	09/21/2022	119.21	119.21	Open	N
	JAYCEES PLAYGROUND-REBAR		pziemer					09/21/2022
	400-9050-45530	CAPITAL - OTHER			119.21			
2530046840								
73338	ARAMARK UNIFORM SERVICES		09/01/2022	09/21/2022	113.53	113.53	Open	N
	RUGS AND OVERALLS		pziemer					09/21/2022
	235-3100-43430	MISCELLANEOUS			113.53			
2530049456								
73664	ARAMARK UNIFORM SERVICES		09/08/2022	09/21/2022	81.70	81.70	Open	N
	RUGS AND OVERALLS		pziemer					09/21/2022
	235-3100-43430	MISCELLANEOUS			81.70			
30579								
73697	ARROW MANAGEMENT		09/14/2022	09/21/2022	1,455.00	1,455.00	Open	N
	1306 OAK STREET - TRASH REMOVAL ABATI		pziemer					09/21/2022
	101-2400-43405	NUISANCES			1,455.00			
30580								
73698	ARROW MANAGEMENT		09/14/2022	09/21/2022	75.00	75.00	Open	N
	408 2ND AVE NE - LAWN ABATEMENT		pziemer					09/21/2022
	101-2400-43405	NUISANCES			75.00			

Inv Num Inv Ref#	Vendor Description GL Distribution		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
30582								
73699	ARROW MANAGEMENT		09/14/2022	09/21/2022	75.00	75.00	Open	N
	1201 NORWOOD ST - LAWN ABATEMENT		pziemer					09/21/2022
	101-2400-43405	NUISANCES			75.00			
30585								
73721	ARROW MANAGEMENT		09/14/2022	09/21/2022	950.00	950.00	Open	N
	1213 PINE STREET - GARBAGE ABATEMENT		pziemer					09/21/2022
	101-2400-43405	NUISANCES			950.00			
30583								
73722	ARROW MANAGEMENT		09/14/2022	09/21/2022	75.00	75.00	Open	N
	426 B STREET GRASS ABATEMENT		pziemer					09/21/2022
	101-2400-43405	NUISANCES			75.00			
30586								
73742	ARROW MANAGEMENT		09/15/2022	09/21/2022	75.00	75.00	Open	N
	1306 OAK STREET -MOWING ABATEMENT		pziemer					09/21/2022
	101-2400-43405	NUISANCES			75.00			
30584								
73743	ARROW MANAGEMENT		09/15/2022	09/21/2022	1,275.00	1,275.00	Open	N
	924 TH AVE NE - GARBAGE/MOWING ABATE		pziemer					09/21/2022
	101-2400-43405	NUISANCES			1,200.00			
	101-2400-43405	NUISANCES			75.00			
22.11483								
73307	ASL INTERPRETING SERVICES INC		09/01/2022	09/21/2022	20.00	20.00	Open	N
	INTERPRETING SERVICES		pziemer					09/21/2022
	225-2120-43300	PROFESSIONAL SERVICES			20.00			
299921								
73661	ASPEN MILLS		09/06/2022	09/21/2022	437.38	437.38	Open	N
	UNIFORMS		pziemer					09/21/2022
	225-2220-41113	UNIFORM ALLOWANCE			437.38			
00041748								
73657	AUGUSTA PLUMBING LLC		09/14/2022	09/21/2022	40.00	40.00	Open	N
	BD Payment Refund		pziemer					09/21/2022
	101-2400-32230	Plumbing Water Heater Fee			39.00			
	101-0000-21800	Residential State Surcharge - Flat			0.96			
	101-0000-36300	Residential State Surcharge - Flat			0.04			
00041747								
73658	AUGUSTA PLUMBING LLC		09/14/2022	09/21/2022	1.00	1.00	Open	N
	BD Payment Refund		pziemer					09/21/2022
	101-2400-32230	Plumbing Water Heater Fee			1.00			
P54970904								
73684	BATTERIES PLUS		09/13/2022	09/21/2022	(24.48)	(24.48)	Open	N
	CREDIT - BATTERIES RETURNED		pziemer					09/21/2022
	225-2120-42210	OPERATING SUPPLIES			(24.48)			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution		Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
82022								
73711	BLUE SKY TRANSIT		09/01/2022	09/21/2022	103,288.98	103,288.98	Open	N
	AUG 2022 3RD PARTY TRANSIT SERVICES		pziemer					09/21/2022
	203-9000-42212	MOTOR FUELS			4,992.57			
	203-9000-43401	VEHICLE REPAIRS			3,207.65			
	203-9000-43440	TRANSIT SERVICE CONTRACT PY			95,088.76			
16901								
73669	BOBCAT OF BRAINERD		09/08/2022	09/21/2022	69,349.78	69,349.78	Open	N
	BOBCAT 15549 UW56 SN: B4RC12458		pziemer					09/21/2022
	450-9010-45530	CAPITAL-LOCAL SHARE			69,349.78			
9/13/22								
73733	BOSER, BRITTNEY		09/13/2022	09/21/2022	13.48	13.48	Open	N
	REIMBURSEMENT - SPOONS EMPLOYEE WELL		pziemer					09/21/2022
	278-6515-43430	MISCELLANEOUS			13.48			
9/13/22 - 2								
73734	BOSER, BRITTNEY		09/13/2022	09/21/2022	8.09	8.09	Open	N
	REIMBURSEMENT - TABLE COVERS -WELLNE		pziemer					09/21/2022
	278-6515-43430	MISCELLANEOUS			8.09			
155691								
73655	BRAINERD GENERAL RENTAL		09/09/2022	09/21/2022	145.00	145.00	Open	N
	BOOM LIFT FOR BACKSTOP TAKEDOWN MILL		pziemer					09/21/2022
	230-5200-42221	R&M-ATHLETIC FIELD MAINT			145.00			
AUG 22								
73708	BRAINERD LAKES AREA DEV C		09/14/2022	09/21/2022	2,916.67	2,916.67	Open	N
	AUG 22 ECONOMIC DEVELOPMENT CONSULTI		pziemer					09/21/2022
	295-6510-43300	PROFESSIONAL SERVICES			2,916.67			
7716								
73654	BRAINERD LAKES SEWER, LLC		09/01/2022	09/21/2022	370.00	370.00	Open	N
	ROTARY PARK/MMP FIELD 3 SATELLITES		pziemer					09/21/2022
	230-5200-43410	RENTAL EXPENSE			240.00			
	230-5215-42210	OPERATING SUPPLIES			130.00			
15-50027-01/AUG 22								
73345	BRAINERD PUBLIC UTILITIES		08/17/2022	09/21/2022	37.46	37.46	Open	N
	7/17/22-8/17/22 AIRPORT UTILITIES		pziemer					09/21/2022
	260-9020-43380	UTILITIES			37.46			
BRD AIRPORT/AUG 22								
73346	BRAINERD PUBLIC UTILITIES		08/17/2022	09/21/2022	10,700.77	10,700.77	Open	N
	7/17/22-8/17/22 AIRPORT UTILITIES		pziemer					09/21/2022
	260-9020-43380	UTILITIES			10,700.77			
9/14/22								
73667	BRAINERD PUBLIC UTILITIES		09/14/2022	09/21/2022	110,659.24	110,659.24	Open	N
	REMIT LOST THRU 9/13/22		pziemer					09/21/2022
	251-9360-43467	REMIT LOCAL SALES TAX COLLECT			110,659.24			

Inv Num Inv Ref#	Vendor Description GL Distribution		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
202208315406								
73673	BRAINERD PUBLIC UTILITIES		09/01/2022	09/21/2022	269,588.62	269,588.62	Open	N
	DEBT SERVICE 2016AGO BOND		pziemer					09/21/2022
	237-3190-46611	INTEREST PAYMENTS			41,588.62			
	237-0000-23185	REVENUE NOTES PAYABLE			228,000.00			
202208085358								
73674	BRAINERD PUBLIC UTILITIES		09/01/2022	09/21/2022	33,676.82	33,676.82	Open	N
	IMP 19-02 NP CENTER CONVERSION		pziemer					09/21/2022
	401-1902-43300	PROFESSIONAL SERVICES			33,676.82			
CJ76321								
73325	CDW GOVERNMENT, INC		08/25/2022	09/21/2022	318.31	318.31	Open	N
	LASERJET PRINTER - SGTS OFFICE		pziemer					09/21/2022
	225-2120-42210	OPERATING SUPPLIES			318.31			
0008065090822								
73720	CHARTER COMMUNICATIONS		09/08/2022	09/21/2022	46.80	46.80	Open	N
	9/8/22-10/7/22 PD BUSINESS TV		pziemer					09/21/2022
	225-2120-43380	UTILITIES			46.80			
0055470090822								
73723	CHARTER COMMUNICATIONS		09/08/2022	09/21/2022	7.90	7.90	Open	N
	AUGUST		pziemer					09/21/2022
	225-2220-43380	UTILITIES			7.90			
AUG 2022								
73641	COMMUNITY ACTION		09/09/2022	09/21/2022	7,666.42	7,666.42	Open	N
	AUG 22 LEVY PAYMENT		pziemer					09/21/2022
	101-9200-43460	REMIT COMMUNITY ACTION LEVY			7,666.42			
21095457								
73666	CONSOLIDATED TELEPHONE CO		09/12/2022	09/21/2022	647.12	647.12	Open	N
	9/12/22-10/11/22 AIRPORT PHONE SERVIC		pziemer					09/21/2022
	260-9020-43321	TELEPHONE			647.12			
21098175								
73670	CONSOLIDATED TELEPHONE CO		09/12/2022	09/21/2022	208.15	208.15	Open	N
	9/12/22-10/11/22 CAMPGROUND WIFI		pziemer					09/21/2022
	230-5280-43321	TELEPHONE			208.15			
21095717/IT								
73675	CONSOLIDATED TELEPHONE CO		09/12/2022	09/21/2022	1,112.76	1,112.76	Open	N
	PHONE/INTERNET IT 9/12/22-10/11/22		pziemer					09/21/2022
	101-1800-43321	TELEPHONE			1,112.76			
21095717/ADMIN								
73676	CONSOLIDATED TELEPHONE CO		09/12/2022	09/21/2022	3.51	3.51	Open	N
	9/12/22-10/11/22 ADMIN PHONES		pziemer					09/21/2022
	101-1400-43321	TELEPHONE			3.51			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution		Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
21095717/ENG								
73677	CONSOLIDATED TELEPHONE CO		09/12/2022	09/21/2022	0.42	0.42	Open	N
	9/12/22-10/11/22 ENG PHONES		pziemer					09/21/2022
	101-1700-43321	TELEPHONE			0.42			
21095717/COM DEV								
73678	CONSOLIDATED TELEPHONE CO		09/12/2022	09/21/2022	60.96	60.96	Open	N
	9/12/22-10/11/22 COM DEV PHONE SERVIC		pziemer					09/21/2022
	101-2400-43321	TELEPHONE			6.90			
	101-1940-43321	TELEPHONE			54.06			
21095717/TRANSIT								
73679	CONSOLIDATED TELEPHONE CO		09/12/2022	09/21/2022	11.54	11.54	Open	N
	9/12/22-10/11/22 TRANSIT PHONE		pziemer					09/21/2022
	203-9000-43321	TELEPHONE			11.54			
21095717/PD								
73680	CONSOLIDATED TELEPHONE CO		09/12/2022	09/21/2022	138.81	138.81	Open	N
	9/12/22-10/11/22 POLICE PHONE/INTERNE		pziemer					09/21/2022
	225-2120-43321	TELEPHONE			120.06			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT			18.75			
21095717/FD								
73681	CONSOLIDATED TELEPHONE CO		09/12/2022	09/21/2022	68.82	68.82	Open	N
	9/12/22-10/11/22 FIRE DEPT PHONE/INTE		pziemer					09/21/2022
	225-2220-43321	TELEPHONE			68.82			
21095717/STREETS								
73682	CONSOLIDATED TELEPHONE CO		09/12/2022	09/21/2022	49.47	49.47	Open	N
	9/12/22-10/11/22 STREETS PHONE/INTERN		pziemer					09/21/2022
	235-3100-43321	TELEPHONE			49.47			
21095717/PARKS								
73683	CONSOLIDATED TELEPHONE CO		09/12/2022	09/21/2022	49.53	49.53	Open	N
	9/12/22-10/11/22 PARKS PHONE/INTERNET		pziemer					09/21/2022
	230-5200-43321	TELEPHONE			49.53			
TRX 27 -PD								
73308	CUB FOODS - BRAINERD		09/01/2022	09/21/2022	42.10	42.10	Open	N
	TRAINING SUPPLIES - STOP THE BLEEDIN		pziemer					09/21/2022
	225-2120-43330	PROFESSIONAL DEVELOPMENT			42.10			
TRX 31 -HR								
73656	CUB FOODS - BRAINERD		09/09/2022	09/21/2022	135.43	135.43	Open	N
	EMPLOYEE APPRECIATION EVENT		pziemer					09/21/2022
	278-6515-43430	MISCELLANEOUS			135.43			
5373								
73649	CWC HIGHWAY DEPT		09/01/2022	09/21/2022	7,220.32	7,220.32	Open	N
	AUG 2022 TRANSIT FUEL		pziemer					09/21/2022
	203-9000-42212	MOTOR FUELS			6,563.93			
	203-9000-42212	MOTOR FUELS			656.39			

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5334/CD								
73302	CWC TREASURER		09/01/2022	09/21/2022	7,425.00	7,425.00	Open	N
	SEPT 22 SHARED SERVICES		pziemer					09/21/2022
	101-9200-43300	PROFESSIONAL SERVICES			7,425.00			
5334/LIB								
73303	CWC TREASURER		09/01/2022	09/21/2022	625.00	625.00	Open	N
	SEPT 2022 SHARED SERVICES		pziemer					09/21/2022
	211-5500-42220	REPAIR & MAINT			625.00			
1734495								
73701	DAHLHEIMER BEVERAGE		09/12/2022	09/21/2022	396.75	396.75	Open	N
	CUSTODIAL - TP, HAND TOWELS PARKS		pziemer					09/21/2022
	230-5200-42210	OPERATING SUPPLIES			396.75			
PAY REQ 1 -19:02								
73343	DECHANTAL EXCAVATING LLC		08/30/2022	09/21/2022	145,460.59	145,460.59	Open	N
	IMP 19-02 PAY REQ 1		pziemer					09/21/2022
	401-1902-45530	PYMTS TO CONTRACTORS			145,460.59			
AUG 22								
73706	DESTINATION DOWNTOWN BRAINERD COALI		09/14/2022	09/21/2022	1,945.83	1,945.83	Open	N
	AUG 22 ECONOMIC DEVELOPMENT CONSULTIN		pziemer					09/21/2022
	295-6510-43300	PROFESSIONAL SERVICES			1,945.83			
6/29/22 AWARDS								
73735	DIAMOND VOGEL PAINT		09/01/2022	09/21/2022	(173.24)	(173.24)	Open	N
	STATEMENT CREDIT AWARDS		pziemer					09/21/2022
	235-3170-42210	OPERATING SUPPLIES			(173.24)			
813163368								
73736	DIAMOND VOGEL PAINT		09/01/2022	09/21/2022	1,235.30	1,235.30	Open	N
	WHITE PAINT - STREETS		pziemer					09/21/2022
	235-3170-42210	OPERATING SUPPLIES			1,235.30			
813162090								
73737	DIAMOND VOGEL PAINT		09/01/2022	09/21/2022	2,807.50	2,807.50	Open	N
	WHITE PAINT - STREETS		pziemer					09/21/2022
	235-3170-42210	OPERATING SUPPLIES			2,807.50			
FBN4550687/ENG								
73727	ENTERPRISE FM TRUST		09/03/2022	09/21/2022	1,068.82	1,068.82	Open	N
	AUG 22 ENG VEHICLE LEASES		pziemer					09/21/2022
	101-1700-43331	LEASE PAYMENTS			1,068.82			
FBN4550687/CD								
73728	ENTERPRISE FM TRUST		09/03/2022	09/21/2022	357.61	357.61	Open	N
	AUG 22 COM DEV VEHICLE LEASES		pziemer					09/21/2022
	101-2400-43331	LEASE EXPENSE			357.61			

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FBN4550687/PD								
73729	ENTERPRISE FM TRUST		09/03/2022	09/21/2022	11,314.24	11,314.24	Open	N
	AUG 22 POLICE DEPT VEHICLE LEASES		pziemer					09/21/2022
	225-2120-43331	LEASED PAYMENTS			11,314.24			
FBN4550687/FD								
73730	ENTERPRISE FM TRUST		09/03/2022	09/21/2022	1,482.98	1,482.98	Open	N
	AUG 22 FIRE DEPT VEHICLE LEASES		pziemer					09/21/2022
	225-2220-43331	LEASED PAYMENTS			1,482.98			
FBN4550687/PARKS								
73731	ENTERPRISE FM TRUST		09/03/2022	09/21/2022	2,917.85	2,917.85	Open	N
	AUG 22 PARKS VEHICLE LEASES		pziemer					09/21/2022
	230-5200-43331	LEASE PAYMENTS			2,917.85			
FBN4550687/STREETS								
73732	ENTERPRISE FM TRUST		09/03/2022	09/21/2022	3,226.60	3,226.60	Open	N
	AUG 22 STREET DEPT VEHICLE LEASES		pziemer					09/21/2022
	235-3100-43331	LEASE PAYMENTS			2,600.59			
	237-3190-43331	LEASE PAYMENTS			626.01			
5722								
73662	F.I.R.E. CROSSLAKE		09/09/2022	09/21/2022	6,000.00	6,000.00	Open	N
	FF I / II X4 NEWHIRES		pziemer					09/21/2022
	225-2220-43330	PROFESSIONAL DEVELOPMENT			6,000.00			
91027-1								
73702	FORUM COMMUNICATIONS COMPANY		09/01/2022	09/21/2022	19.36	19.36	Open	N
	NOTICE-TAC MTG 8/18/22		pziemer					09/21/2022
	203-9000-43350	PRINTING/LEGAL PUBLICATION			19.36			
89125-1								
73703	FORUM COMMUNICATIONS COMPANY		09/01/2022	09/21/2022	56.71	56.71	Open	N
	NOH: COND USE - SUTTON WATER/ICE		pziemer					09/21/2022
	101-2400-43350	PRINTING/LEGAL PUBLICATION			56.71			
89131-1								
73704	FORUM COMMUNICATIONS COMPANY		09/01/2022	09/21/2022	54.36	54.36	Open	N
	NOH: COND. USE MN TEEN CHALLENGE		pziemer					09/21/2022
	101-2400-43350	PRINTING/LEGAL PUBLICATION			54.36			
88170-1								
73705	FORUM COMMUNICATIONS COMPANY		09/01/2022	09/21/2022	173.74	173.74	Open	N
	2022 ANNUAL TIF DISCLOSURES		pziemer					09/21/2022
	274-6505-43430	MISCELLANEOUS			28.95			
	277-6517-43430	MISCELLANEOUS			28.96			
	281-6514-43430	MISCELLANEOUS			28.96			
	283-6506-43430	MISCELLANEOUS			28.96			
	292-6503-43430	MISCELLANEOUS			28.95			
	293-6512-43430	MISCELLANEOUS			28.96			

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2398192-FUEL								
73725	GUARDIAN PEST CONTROL INC		09/01/2022	09/21/2022	4.00	4.00	Open	N
	FUEL CHARGE FOR PAID INVOICE		pziemer					09/21/2022
	225-2220-43300	PROFESSIONAL SERVICES			4.00			
AUGUST 2022								
73347	HEARTLAND ANIMAL RESCUE		08/31/2022	09/21/2022	3,620.00	3,620.00	Open	N
	AUG 22 BOARDING/ADMIN FEE		pziemer					09/21/2022
	225-2700-43430	MISCELLANEOUS			1,808.00			
	225-2700-43300	PROFESSIONAL SERVICES			1,812.00			
3034901								
73685	HEARTLAND TIRE INC.		09/09/2022	09/21/2022	37.55	37.55	Open	N
	SQD 443 - TIRE REPAIR		pziemer					09/21/2022
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES			37.55			
755573								
73696	HRGREEN		09/14/2022	09/21/2022	2,427.75	2,427.75	Open	N
	IMP 21-11 MS4 PERMIT UPDATE THRU 8/31		pziemer					09/21/2022
	401-9030-43300-21:11	PROFESSIONAL SERVICES			2,427.75			
155580								
73719	HRGREEN		09/14/2022	09/21/2022	11,569.25	11,569.25	Open	N
	IMP 21-15 BUFFALO GULLY		pziemer					09/21/2022
	401-9030-43300-21:15	PROFESSIONAL SERVICES			11,569.25			
41398								
73650	INDEPENDENT TESTING TECHNOLOGIES		09/01/2022	09/21/2022	1,220.00	1,220.00	Open	N
	IMP 19-02 PROF SVCS		pziemer					09/21/2022
	401-1902-43300	PROFESSIONAL SERVICES			1,220.00			
4018								
73643	KELLY'S SERVICE		09/08/2022	09/21/2022	249.95	249.95	Open	N
	SQD 434 REPLACEMENT BATTERY		pziemer					09/21/2022
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES			249.95			
169495								
73672	KENNEDY & GRAVEN		09/01/2022	09/21/2022	66.00	66.00	Open	N
	THRU 7/31/22 SALE OF INDUSTRIAL PARK		pziemer					09/21/2022
	295-0000-20600	DEPOSITS PAYABLE			66.00			
973171								
73294	KNIFE RIVER		08/29/2022	09/21/2022	896.00	896.00	Open	N
	WINTER SAND		pziemer					09/21/2022
	235-3125-42220	REPAIR & MAINT			896.00			
036683								
73738	L & M STEEL		09/12/2022	09/21/2022	134.28	134.28	Open	N
	TUBE STEEL FOR HISTORIC BRAINERD MAR		pziemer					09/21/2022
	235-3100-42220	REPAIR & MAINT			134.28			

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AUG 2022								
73642	LAKES AREA SENIOR CENTER		09/09/2022	09/21/2022	7,666.42	7,666.42	Open	N
	AUG 22 LEVY PAYMENT		pziemer					09/21/2022
	101-9200-43461	REMIT SENIOR CITIZEN LEVY			7,666.42			
00211374								
73326	LAKES PRINTING		08/12/2022	09/21/2022	1,248.36	1,248.36	Open	N
	MAIN STREET GRANT MAILING		pziemer					09/21/2022
9/1/22								
73348	LARDY, CHAD		09/01/2022	09/21/2022	338.81	338.81	Open	N
	REIMBURSEMENT - SEWER LICENSE EXAM/TI		pziemer					09/21/2022
	237-3190-43330	PROFESSIONAL DEVELOPMENT			338.81			
10002612/4TH 2022								
73695	LEAGUE MN CITIES INS TRUS		09/06/2022	09/21/2022	66,264.75	66,264.75	Open	N
	WORK COMP -CITY SHARE - 4TH INSTALL 2		pziemer					09/21/2022
	280-0000-41150	WORKERS COMP			54,745.00			
	101-1110-41150	WORKERS COMP			18.50			
	225-2225-41150	WORKERS COMP			11,501.25			
8/30/22								
73639	LOKHORST, TAYLOR		09/01/2022	09/21/2022	132.50	132.50	Open	N
	2022 BOOT REIMBURSEMENT 50%		pziemer					09/21/2022
	230-5200-42210	OPERATING SUPPLIES			132.50			
INV10305509								
73328	MARCO		08/30/2022	09/21/2022	2,441.25	2,441.25	Open	N
	NETWORK CONFIGURATION PER BCA AUDIT		pziemer					09/21/2022
	101-1800-43300	PROFESSIONAL SERVICES			2,441.25			
INV10325028								
73659	MARCO		09/06/2022	09/21/2022	1,751.07	1,751.07	Open	N
	ALGO 8201 POE INTERCOM		pziemer					09/21/2022
	101-1800-42210	OPERATING SUPPLIES			1,751.07			
14788								
73309	MARTIN-MCALLISTER		08/31/2022	09/21/2022	600.00	600.00	Open	N
	POLICE ASSESSMENT/POTENTIAL HIRE		pziemer					09/21/2022
	225-2120-43300	PROFESSIONAL SERVICES			600.00			
81943								
73306	MENARDS		09/08/2022	09/21/2022	59.98	59.98	Open	N
	SEWER CREW SPOT LIGHT		pziemer					09/21/2022
	237-3190-42220	REPAIR & MAINT			59.98			
82459								
73739	MENARDS		09/14/2022	09/21/2022	22.98	22.98	Open	N
	12 IN COMBINATION SQUARE		pziemer					09/21/2022
	235-3100-42220	REPAIR & MAINT			22.98			

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81636								
73692	MENARDS - BAXTER		09/01/2022	09/21/2022	19.98	19.98	Open	N
	250' LINE W/REEL - ORANGE		pziemer					09/21/2022
	230-5200-42220	REPAIR & MAINT			19.98			
81465								
73693	MENARDS - BAXTER		09/01/2022	09/21/2022	9.98	9.98	Open	N
	ADA RESTROOM SIGN GGP		pziemer					09/21/2022
	230-5200-42220	REPAIR & MAINT			9.98			
82117								
73710	MENARDS - BAXTER		09/09/2022	09/21/2022	45.81	45.81	Open	N
	2X4S FOR CONCRETE FORMS - MEMORIAL BI		pziemer					09/21/2022
	230-5200-42220	REPAIR & MAINT			45.81			
9321089								
73740	MIDWEST MACHINERY CO		09/14/2022	09/21/2022	202.78	202.78	Open	N
	MOWER 110 ROLLER BRACKET AND SEAL RIN		pziemer					09/21/2022
	235-3100-42220	REPAIR & MAINT			202.78			
ALR0137545X								
73304	MN DEPT LABOR & INDUSTRY		08/27/2022	09/21/2022	100.00	100.00	Open	N
	2022 ANNEX ELVATOR INSPECTION		pziemer					09/21/2022
	101-1940-42220	REPAIR & MAINT			100.00			
ALR0136797X								
73305	MN DEPT LABOR & INDUSTRY		08/27/2022	09/21/2022	100.00	100.00	Open	N
	2022 CITY HALL ELEVATOR ANNUAL INSPEC		pziemer					09/21/2022
	101-1940-42220	REPAIR & MAINT			100.00			
8281452567								
73350	MOTOROLA		08/30/2022	09/21/2022	23,898.24	23,898.24	Open	N
	SQD 402,404,406,437 - NEW SQUAD BUILI		pziemer					09/21/2022
	400-9050-45530	CAPITAL - OTHER			23,898.24			
29395								
73644	MOTORS-N-MORE		09/09/2022	09/21/2022	23.00	23.00	Open	N
	SQD 430 OIL CHANGE		pziemer					09/21/2022
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
29396								
73645	MOTORS-N-MORE		09/09/2022	09/21/2022	23.00	23.00	Open	N
	SQD 428 - OIL CHANGE		pziemer					09/21/2022
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES			23.00			
1361991-00								
73327	MTI DISTRIBUTING CO		08/31/2022	09/21/2022	114.18	114.18	Open	N
	THROTTLE CABLE-MOWER		pziemer					09/21/2022
	230-5200-42220	REPAIR & MAINT			114.18			

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1363271-00								
73694	MTI DISTRIBUTING CO		09/08/2022	09/21/2022	127.65	127.65	Open	N
	CABLE - ACCELERATOR-MOWER		pziemer					09/21/2022
	230-5200-42220	REPAIR & MAINT			127.65			
30572								
73671	NAGELL APPRAISAL & CONSULTING		09/01/2022	09/21/2022	800.00	800.00	Open	N
	IMP 19-19 NW 3RD & JACKSON		pziemer					09/21/2022
	401-1919-43300	PROFESSIONAL SERVICES			800.00			
AUG 2022								
73640	NORTHLAND ARBORETUM		09/09/2022	09/21/2022	7,666.42	7,666.42	Open	N
	AUG 22 LEVY PAYMENT		pziemer					09/21/2022
	101-9200-43462	REMIT ARBORETUM LEVY			7,666.42			
1115983-1								
73329	OFFICE SHOP		09/01/2022	09/21/2022	149.70	149.70	Open	N
	COPY PAPER - CITY HALL		pziemer					09/21/2022
	101-1940-42200	OFFICE SUPPLIES			149.70			
45205								
73686	PERSONNEL EVALUATION INC		09/01/2022	09/21/2022	25.00	25.00	Open	N
	PROFILE - POTENTIAL HIRE		pziemer					09/21/2022
	225-2120-43300	PROFESSIONAL SERVICES			25.00			
82718								
73665	PIKE PLUMBING AND HEATING		09/02/2022	09/21/2022	3,922.00	3,922.00	Open	N
	WATER FOUNTAIN/FILLER INSTALL		pziemer					09/21/2022
	278-6515-43430	MISCELLANEOUS			3,922.00			
7926								
73342	ROUTE MATCH SOFTWARE LLC		09/01/2022	09/21/2022	527.29	527.29	Open	N
	ANNUAL TECH SUPPORT ADDTL LICENSE		pziemer					09/21/2022
	203-9000-43309	COMPUTER TECHINCAL SUPPORT			527.29			
51								
73339	SADUSKY RENOVATIONS		09/02/2022	09/21/2022	9,914.46	9,914.46	Open	N
	8/16-8/30 INSPECTION SERVICES		pziemer					09/21/2022
	101-2400-43300	PROFESSIONAL SERVICES			9,914.46			
W40957								
73311	SCR - NORTHERN BAXTER		08/31/2022	09/21/2022	827.71	827.71	Open	N
	SERVICE ON A/C UNIT IN IT ROOM		pziemer					09/21/2022
	260-9020-43300	PROFESSIONAL SERVICES			827.71			
W40918								
73341	SCR - NORTHERN BAXTER		08/30/2022	09/21/2022	898.00	898.00	Open	N
	LIBRARY COOLING SYSTEM MAINTENANCE		pziemer					09/21/2022
	211-5500-42220	REPAIR & MAINT			898.00			

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37254								
73724	SHANNON'S AUTO BODY		09/12/2022	09/21/2022	721.50	721.50	Open	N
	T20 REPAIRS		pziemer					09/21/2022
	225-2220-42220	REPAIR & MAINT			721.50			
I1587037								
73292	STREICHERS PROF EQUIP		08/29/2022	09/21/2022	64.99	64.99	Open	N
	711NK - INITIAL ISSUE		pziemer					09/21/2022
	225-2120-41113	UNIFORM ALLOWANCE			64.99			
I1588210								
73351	STREICHERS PROF EQUIP		09/06/2022	09/21/2022	65.98	65.98	Open	N
	711NK - INITIAL ISSUE		pziemer					09/21/2022
	225-2120-41113	UNIFORM ALLOWANCE			65.98			
I1588926								
73687	STREICHERS PROF EQUIP		09/09/2022	09/21/2022	1,563.00	1,563.00	Open	N
	711NK - INITIAL ISSUE		pziemer					09/21/2022
	225-2120-41113	UNIFORM ALLOWANCE			1,563.00			
I1588941								
73688	STREICHERS PROF EQUIP		09/09/2022	09/21/2022	86.98	86.98	Open	N
	708 UNIFORM PANTS		pziemer					09/21/2022
	225-2120-41113	UNIFORM ALLOWANCE			86.98			
50006479								
73663	SUTPHEN CORPORATION		09/01/2022	09/21/2022	3,981.87	3,981.87	Open	N
	T20 LEVELING REPAIR		pziemer					09/21/2022
	225-2220-42220	REPAIR & MAINT			3,981.87			
AUG 22								
73709	SWANSON HASKAMP CONSULTING		09/14/2022	09/21/2022	2,658.33	2,658.33	Open	N
	AUG 22 ECONOMIC DEVELOPMENT CONSULTIN		pziemer					09/21/2022
	295-6510-43300	PROFESSIONAL SERVICES			2,658.33			
29036								
73295	THELEN HTG & RFG CO		08/30/2022	09/21/2022	86.00	86.00	Open	N
	ROOF CAP FOR HEAT VENT ON MAINT. BAY		pziemer					09/21/2022
	260-9020-42220	REPAIR & MAINT			86.00			
6635580								
73299	U.S. BANK		08/25/2022	09/21/2022	500.00	500.00	Open	N
	MN GO BONDS 2020A		pziemer					09/21/2022
	303-7200-46620	PAYING AGENT FEES			165.00			
	310-7850-46620	PAYING AGENT FEES			155.00			
	307-7600-46620	PAYING AGENT FEES			180.00			
6635228								
73300	U.S. BANK		08/25/2022	09/21/2022	550.00	550.00	Open	N
	MN GO IMP/CAPITAL PLAN BONDS 2015B		pziemer					09/21/2022
	320-7100-46620	PAYING AGENT FEES			154.00			
	321-7810-46620	PAYING AGENT FEES			396.00			

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6635235								
73301	U.S. BANK		08/25/2022	09/21/2022	550.00	550.00	Open	N
	MN GO & UTILITY REV BONDS 2015C		pziemer					09/21/2022
	237-3190-43300	PROFESSIONAL SERVICES			242.00			
	238-3160-43300	PROFESSIONAL SERVICES			308.00			
9/9/22								
73646	UNDERHILL, FRED		09/09/2022	09/21/2022	1,561.86	1,561.86	Open	N
	COBRA OVERPAYMENT		pziemer					09/21/2022
	225-0000-22800	OTHER LIABILITIES			1,561.86			
AUG 22								
73707	VISIT BRAINERD		09/14/2022	09/21/2022	2,937.50	2,937.50	Open	N
	AUG 22 ECONOMIC DEVELOPMENT CONSULTI		pziemer					09/21/2022
	295-6510-43300	PROFESSIONAL SERVICES			2,937.50			
28X76625								
73312	WASTE PARTNERS INC		08/31/2022	09/21/2022	503.81	503.81	Open	N
	AUG 22 AIRPORT WASTE REMOVAL		pziemer					09/21/2022
	260-9020-43300	PROFESSIONAL SERVICES			503.81			
28X76621								
73313	WASTE PARTNERS INC		08/31/2022	09/21/2022	124.35	124.35	Open	N
	AUG 22 CITY HALL WASTE REMOVAL		pziemer					09/21/2022
	101-1940-43380	UTILITIES			124.35			
28X76622								
73314	WASTE PARTNERS INC		08/31/2022	09/21/2022	243.36	243.36	Open	N
	AUG 22 DOWNTOWN WASTE REMOVAL		pziemer					09/21/2022
	401-1003-43300	PROFESSIONAL SERVICES			243.36			
28X76620								
73315	WASTE PARTNERS INC		08/31/2022	09/22/2022	105.30	105.30	Open	N
	AUG 22 FIRE DEPT WASTE REMOVAL		pziemer					09/21/2022
	225-2220-43380	UTILITIES			105.30			
28X76618								
73316	WASTE PARTNERS INC		08/31/2022	09/21/2022	930.15	930.15	Open	N
	AUG 22 PARKS WASTE REMOVAL		pziemer					09/21/2022
	230-5200-43380	UTILITIES			930.15			
28X76623								
73317	WASTE PARTNERS INC		08/31/2022	09/22/2022	124.45	124.45	Open	N
	AUG 22 POLICE WASTE REMOVAL		pziemer					09/21/2022
	225-2120-43380	UTILITIES			124.45			
28X76619								
73318	WASTE PARTNERS INC		08/31/2022	09/21/2022	99.45	99.45	Open	N
	AUG 22 STREETS WASTE REMOVAL		pziemer					09/21/2022
	235-3100-43380	UTILITIES			99.45			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution		Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
28X76624								
73319	WASTE PARTNERS INC		08/31/2022	09/21/2022	64.35	64.35	Open	N
	AUG 22 COM DEV WASTE REMOVAL		pziemer					09/21/2022
	227-3230-43428	USED OIL RECYCLING EXPENSE			64.35			
28X75061								
73340	WASTE PARTNERS INC		08/31/2022	09/21/2022	91.80	91.80	Open	N
	AUG 22 LIBRARY WASTE REMOVAL		pziemer					09/21/2022
	211-5500-43380	UTILITIES			91.80			
038269								
73689	WEST BRAINERD AUTO SERVICE		09/12/2022	09/21/2022	20.00	20.00	Open	N
	SQD 432 - TOW		pziemer					09/21/2022
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES			20.00			
044160								
73690	WEST BRAINERD AUTO SERVICE		09/10/2022	09/21/2022	20.00	20.00	Open	N
	SQD 432 - TOW		pziemer					09/21/2022
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES			20.00			
045490								
73691	WEST BRAINERD AUTO SERVICE		09/05/2022	09/21/2022	40.00	40.00	Open	N
	TOW RE- BURGLARY 22011938		pziemer					09/21/2022
	225-2120-43430	MISCELLANEOUS			40.00			
83341209								
73712*	WEX BANK		09/01/2022	09/21/2022	6,364.26	6,364.26	Open	N
	AUG 22 POLICE DEPT FUEL		pziemer					09/21/2022
	225-2120-42212	MOTOR FUELS			6,399.84			
	225-2120-42212	MOTOR FUELS			(35.58)			
83341209/FD								
73713	WEX BANK		09/01/2022	09/21/2022	2,094.10	2,094.10	Open	N
	AUG 22 FIRE DEPT FUEL		pziemer					09/21/2022
	225-2220-42212	MOTOR FUELS			2,094.10			
83341209/STREETS								
73714*	WEX BANK		09/01/2022	09/21/2022	8,052.31	8,052.31	Open	N
	AUG 22 STREET DEPT FUEL		pziemer					09/21/2022
	235-3100-42212	MOTOR FUELS			580.29			
	237-3190-42212	MOTOR FUELS			7,474.18			
	237-3190-42212	MOTOR FUELS			(2.16)			
83341209/PARKS								
73715	WEX BANK		09/01/2022	09/21/2022	2,385.29	2,385.29	Open	N
	AUG 22 PARKS DEPT FUEL		pziemer					09/21/2022
	230-5200-42212	MOTOR FUELS			2,385.29			
83341209/COM DEV								
73716	WEX BANK		09/01/2022	09/21/2022	288.60	288.60	Open	N
	AUG 22 COM DEV FUEL		pziemer					09/21/2022
	101-2400-42212	MOTOR FUELS			277.97			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution		Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	101-2400-42220	REPAIR & MAINT			10.63			
83341209/ENG								
73717*	WEX BANK		09/01/2022	09/21/2022	70.05	70.05	Open	N
	AUG 22 CONSTRUCTION FUEL		pziemer					09/21/2022
	401-9030-42212	MOTOR FUELS			70.45			
	401-9030-42212	MOTOR FUELS			(0.40)			
83341209/ADM								
73718	WEX BANK		09/01/2022	09/21/2022	(87.47)	(87.47)	Open	N
	AUG 2022 WEX EDGE REBATE		pziemer					09/21/2022
	101-0000-36299	MISCELLANEOUS REVENUE			(87.47)			
0001597057-IN								
73651	WEX HEALTH INC		09/01/2022	09/21/2022	41.95	41.95	Open	N
	AUG 2022 COBRA		pziemer					09/21/2022
	101-9200-43300	PROFESSIONAL SERVICES			41.95			
R-018999-000-11								
73344	WSB & ASSOCIATES		08/31/2022	09/21/2022	22,026.00	22,026.00	Open	N
	IMP 21-16 MSP LANDING TRAILHEAD		pziemer					09/21/2022
	401-9030-43300-21:16	PROFESSIONAL SERVICES			22,026.00			
R-020548-000-2								
73647	WSB & ASSOCIATES		09/01/2022	09/21/2022	444.00	444.00	Open	N
	SRTS - HARRISON/OAK STREET JULY 22		pziemer					09/21/2022
	401-1708-43300	PROFESSIONAL SERVICES			444.00			
R-020465-000-3								
73648	WSB & ASSOCIATES		09/01/2022	09/21/2022	4,800.00	4,800.00	Open	N
	AUG 22 INTERIM CITY ENGINEER SERVICES		pziemer					09/21/2022
	101-1700-43300	PROFESSIONAL SERVICES			4,800.00			

# of Invoices:	152	# Due: 152	Totals:	1,024,684.80	1,024,684.80
# of Credit Memos:	3	# Due: 3	Totals:	(285.19)	(285.19)
Net of Invoices and Credit Memos:				1,024,399.61	1,024,399.61

* 3 Net Invoices have Credits Totalling: (38.14)

--- TOTALS BY GL DISTRIBUTION ---

101-0000-21800	Residential State Surcharge - Flat	0.96
101-0000-36299	MISCELLANEOUS REVENUE	(87.47)
101-0000-36300	Residential State Surcharge - Flat	0.04
101-1110-41150	WORKERS COMP	18.50
101-1400-43321	TELEPHONE	3.51
101-1700-43300	PROFESSIONAL SERVICES	4,800.00
101-1700-43321	TELEPHONE	0.42
101-1700-43331	LEASE PAYMENTS	1,068.82
101-1800-42210	OPERATING SUPPLIES	1,751.07
101-1800-43300	PROFESSIONAL SERVICES	2,441.25
101-1800-43321	TELEPHONE	1,112.76
101-1940-42200	OFFICE SUPPLIES	149.70

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	101-1940-42220	REPAIR & MAINT		217.99			
	101-1940-43321	TELEPHONE		54.06			
	101-1940-43380	UTILITIES		124.35			
	101-2400-32230	Plumbing Water Heater Fee		40.00			
	101-2400-42212	MOTOR FUELS		277.97			
	101-2400-42220	REPAIR & MAINT		10.63			
	101-2400-43300	PROFESSIONAL SERVICES		9,914.46			
	101-2400-43321	TELEPHONE		6.90			
	101-2400-43331	LEASE EXPENSE		357.61			
	101-2400-43350	PRINTING/LEGAL PUBLICATION		111.07			
	101-2400-43405	NUISANCES		3,980.00			
	101-9200-43300	PROFESSIONAL SERVICES		7,466.95			
	101-9200-43460	REMIT COMMUNITY ACTION LEVY		7,666.42			
	101-9200-43461	REMIT SENIOR CITIZEN LEVY		7,666.42			
	101-9200-43462	REMIT ARBORETUM LEVY		7,666.42			
	203-9000-42212	MOTOR FUELS		12,212.89			
	203-9000-43309	COMPUTER TECHINCAL SUPPORT		527.29			
	203-9000-43321	TELEPHONE		11.54			
	203-9000-43350	PRINTING/LEGAL PUBLICATION		19.36			
	203-9000-43401	VEHICLE REPAIRS		3,207.65			
	203-9000-43440	TRANSIT SERVICE CONTRACT PY		95,088.76			
	211-5500-42220	REPAIR & MAINT		1,523.00			
	211-5500-43380	UTILITIES		91.80			
	225-0000-22800	OTHER LIABILITIES		1,561.86			
	225-2120-41113	UNIFORM ALLOWANCE		1,780.95			
	225-2120-42210	OPERATING SUPPLIES		293.83			
	225-2120-42212	MOTOR FUELS		6,364.26			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		373.50			
	225-2120-43300	PROFESSIONAL SERVICES		645.00			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		18.75			
	225-2120-43321	TELEPHONE		120.06			
	225-2120-43330	PROFESSIONAL DEVELOPMENT		70.88			
	225-2120-43331	LEASED PAYMENTS		11,314.24			
	225-2120-43380	UTILITIES		171.25			
	225-2120-43430	MISCELLANEOUS		40.00			
	225-2220-41113	UNIFORM ALLOWANCE		437.38			
	225-2220-42210	OPERATING SUPPLIES		104.54			
	225-2220-42212	MOTOR FUELS		2,094.10			
	225-2220-42220	REPAIR & MAINT		4,703.37			
	225-2220-43300	PROFESSIONAL SERVICES		4.00			
	225-2220-43321	TELEPHONE		68.82			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		6,000.00			
	225-2220-43331	LEASED PAYMENTS		1,482.98			
	225-2220-43380	UTILITIES		113.20			
	225-2225-41150	WORKERS COMP		11,501.25			
	225-2700-43300	PROFESSIONAL SERVICES		1,812.00			
	225-2700-43430	MISCELLANEOUS		1,808.00			
	227-3230-43428	USED OIL RECYCLING EXPENSE		64.35			
	230-5200-42210	OPERATING SUPPLIES		535.53			
	230-5200-42212	MOTOR FUELS		2,385.29			
	230-5200-42220	REPAIR & MAINT		350.87			
	230-5200-42221	R&M-ATHLETIC FIELD MAINT		145.00			
	230-5200-43321	TELEPHONE		49.53			
	230-5200-43331	LEASE PAYMENTS		2,917.85			
	230-5200-43380	UTILITIES		930.15			
	230-5200-43410	RENTAL EXPENSE		240.00			
	230-5215-42210	OPERATING SUPPLIES		130.00			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution		Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	230-5280-43321	TELEPHONE			208.15			
	235-3100-42212	MOTOR FUELS			580.29			
	235-3100-42220	REPAIR & MAINT			438.13			
	235-3100-43321	TELEPHONE			49.47			
	235-3100-43331	LEASE PAYMENTS			2,600.59			
	235-3100-43380	UTILITIES			99.45			
	235-3100-43430	MISCELLANEOUS			195.23			
	235-3125-42220	REPAIR & MAINT			896.00			
	235-3170-42210	OPERATING SUPPLIES			3,914.54			
	237-0000-23185	REVENUE NOTES PAYABLE			228,000.00			
	237-3190-42212	MOTOR FUELS			7,472.02			
	237-3190-42220	REPAIR & MAINT			109.46			
	237-3190-43300	PROFESSIONAL SERVICES			242.00			
	237-3190-43330	PROFESSIONAL DEVELOPMENT			338.81			
	237-3190-43331	LEASE PAYMENTS			626.01			
	237-3190-46611	INTEREST PAYMENTS			41,588.62			
	238-3160-43300	PROFESSIONAL SERVICES			308.00			
	251-9360-43467	REMIT LOCAL SALES TAX COLLECT			110,659.24			
	260-9020-42220	REPAIR & MAINT			86.00			
	260-9020-43300	PROFESSIONAL SERVICES			1,331.52			
	260-9020-43321	TELEPHONE			647.12			
	260-9020-43380	UTILITIES			10,738.23			
	274-6505-43430	MISCELLANEOUS			28.95			
	277-6517-43430	MISCELLANEOUS			28.96			
	278-6515-43430	MISCELLANEOUS			4,079.00			
	280-0000-41150	WORKERS COMP			54,745.00			
	281-6514-43430	MISCELLANEOUS			28.96			
	283-6506-43430	MISCELLANEOUS			28.96			
	292-6503-43430	MISCELLANEOUS			28.95			
	293-6512-43430	MISCELLANEOUS			28.96			
	295-0000-20600	DEPOSITS PAYABLE			66.00			
	295-6510-43300	PROFESSIONAL SERVICES			10,458.33			
	303-7200-46620	PAYING AGENT FEES			165.00			
	307-7600-46620	PAYING AGENT FEES			180.00			
	310-7850-46620	PAYING AGENT FEES			155.00			
	320-7100-46620	PAYING AGENT FEES			154.00			
	321-7810-46620	PAYING AGENT FEES			396.00			
	400-9050-45530	CAPITAL - OTHER			24,026.81			
	401-1003-43300	PROFESSIONAL SERVICES			243.36			
	401-1708-43300	PROFESSIONAL SERVICES			444.00			
	401-1902-43300	PROFESSIONAL SERVICES			34,896.82			
	401-1902-45530	PYMTS TO CONTRACTORS			145,460.59			
	401-1919-43300	PROFESSIONAL SERVICES			800.00			
	401-9030-42212	MOTOR FUELS			70.05			
	401-9030-43300-21:11	PROFESSIONAL SERVICES			2,427.75			
	401-9030-43300-21:15	PROFESSIONAL SERVICES			11,569.25			
	401-9030-43300-21:16	PROFESSIONAL SERVICES			22,026.00			
	450-9010-45530	CAPITAL-LOCAL SHARE			69,349.78			

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			56,820.81	56,820.81		
	203 - TRANSIT FUND			111,067.49	111,067.49		
	211 - LIBRARY FUND			1,614.80	1,614.80		
	225 - PUBLIC SAFETY FUND			52,884.22	52,884.22		
	227 - RECYCLING FUND			64.35	64.35		
	230 - PARK & RECREATION FUND			7,892.37	7,892.37		
	235 - STREET & SEWER FUND			8,773.70	8,773.70		
	237 - SANITARY SEWER FUND			278,376.92	278,376.92		
	238 - STORM SEWER FUND			308.00	308.00		
	251 - LOCAL OPTION SALES TAX			110,659.24	110,659.24		
	260 - AIRPORT FUND			12,802.87	12,802.87		
	274 - ROYAL TIRE TIF			28.95	28.95		
	277 - ARTSPACE TIF FUND			28.96	28.96		
	278 - HEALTHY EMPLYE INITIATIVE			4,079.00	4,079.00		
	280 - PACKAGE INSURANCE FUND			54,745.00	54,745.00		
	281 - JIMMY JOHN'S TIF			28.96	28.96		
	283 - TACO JOHN'S TIF FUND			28.96	28.96		
	292 - TIMBERLAND TWNHMS TIF			28.95	28.95		
	293 - BRAINERD MALL TIF FUND			28.96	28.96		
	295 - EDA FUND			10,524.33	10,524.33		
	303 - 2020A TAX ABATEMENT BONDS			165.00	165.00		
	307 - 2020A GO IMPR BONDS			180.00	180.00		
	310 - SINKING EQUP CERTIFICATES			155.00	155.00		
	320 - SINKING 320 2015B GO			154.00	154.00		
	321 - SINKING 321 15B REV REF			396.00	396.00		
	400 - CAPITAL PROJECTS FUND			24,026.81	24,026.81		
	401 - CONSTRUCTION FUND			217,937.82	217,937.82		
	450 - AIRPORT CIP FUND			69,349.78	69,349.78		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			284,286.39	284,286.39		
	1003 - 10:03 DWNTWN MAIN CNTRACT			243.36	243.36		
	1110 - MAYOR & COUNCIL			18.50	18.50		
	1400 - ADMINISTRATION			3.51	3.51		
	1700 - ENGINEERING			5,869.24	5,869.24		
	1708 - 17:08 SRTS & S 6TH SIDEWA			444.00	444.00		
	1800 - IT/GIS			5,305.08	5,305.08		
	1902 - 19:02 CLST CONNECTION			180,357.41	180,357.41		
	1919 - 19:19 NW 3RD&JACKSON STRE			800.00	800.00		
	1940 - CITY HALL			546.10	546.10		
	2120 - POLICE DEPARTMENT			21,192.72	21,192.72		
	2220 - FIRE DEPARTMENT			15,008.39	15,008.39		

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
--- TOTALS BY DEPT/ACTIVITY ---							
	2225 - PAID ON-CALL FIRE DEPT			11,501.25	11,501.25		
	2400 - COMMUNITY DEVL/INSPECTION			14,698.64	14,698.64		
	2700 - ANIMAL CONTROL			3,620.00	3,620.00		
	3100 - S & S MAINTENANCE			3,963.16	3,963.16		
	3125 - SNOW REMOVAL			896.00	896.00		
	3160 - STORM SEWER EXPENSE			308.00	308.00		
	3170 - TRAFFIC CONTROL			3,914.54	3,914.54		
	3190 - SANITARY SEWER EXPENSE			50,376.92	50,376.92		
	3230 - RECYCLING EXPENSE			64.35	64.35		
	5200 - PARK MAIN/ADMINISTRATION			7,554.22	7,554.22		
	5215 - ADULT SOFTBALL			130.00	130.00		
	5280 - CAMPGROUND			208.15	208.15		
	5500 - LIBRARY-BUDGETED			1,614.80	1,614.80		
	6503 - TIMBERLAND TWNHMS TIF			28.95	28.95		
	6505 - ROYAL TIRE TIF			28.95	28.95		
	6506 - TACO JOHN'S TIF			28.96	28.96		
	6510 - ECONOMIC DEVELOPMENT AUTH			10,458.33	10,458.33		
	6512 - BRAINERD MALL TIF			28.96	28.96		
	6514 - JIMMY JOHN'S TIF			28.96	28.96		
	6515 - HEALTHY EMPLYE INITIATIVE			4,079.00	4,079.00		
	6517 - ARTSPACE TIF FUND			28.96	28.96		
	7100 - SINKING 156A GO			154.00	154.00		
	7200 - SINKING 04A GO			165.00	165.00		
	7600 - 2020A GO IMPR BONDS			180.00	180.00		
	7810 - SINKING 15B EDA REFUNDING			396.00	396.00		
	7850 - SINKING EQUIP CERTIFICATE			155.00	155.00		
	9000 - TRANSIT FUND			111,067.49	111,067.49		
	9010 - AIRPORT CIP PROJ-MISC			69,349.78	69,349.78		
	9020 - AIRPORT M & O			12,802.87	12,802.87		
	9030 - CONSTRUCTION PROJ-MISC			36,093.05	36,093.05		
	9050 - CAPITAL PROJECTS-MISC			24,026.81	24,026.81		
	9200 - CITY-WIDE			30,466.21	30,466.21		
	9360 - LOCAL OPTION SALES TAX			110,659.24	110,659.24		

Brainerd, MN
September 6th, 2022

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: Stunek, Johnson, Bieser, Stenglein, Erickson, O'Day, 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 COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE AGENDA.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND O'DAY TO APPROVE THE CONSENT CALENDAR.

A. **Approval of Bills**
B. **Approval of Minutes of the Regular City Council Meeting held on August 15th, 2022**
C. **Approval of Minutes of the City Council Workshop held on August 29, 2022**
D. **Approval of Licenses**
E. **Department Activity Reports**
F. **Ratify the Hiring of BPU Laborer Nicholas Moser Effective August 29, 2022, at Step 2**

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

Council Committee Reports

Personnel and Finance Committee

Approve Memorandum of Agreement (MOA) with IBEW Admin Support Union for Acting Transit Coordinator Position

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE MOA BETWEEN THE CITY OF BRAINERD, IBEW AND CRYSTAL GAUTHIER FOR GAUTHIER TO BE APPOINTED AS OUR ACTING TRANSIT COORDINATOR EFFECTIVE AUGUST 23, 2022.

Ratify the Promotion of Taylor Lokhorst to the Street Maintenance 1 Position

Committee Chair Johnson stated that there would be some overlap in staffing the street department for 2 weeks.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED, TO APPROVE THE PROMOTION OF TAYLOR LOKHORST TO THE STREET MAINTENANCE I POSITION EFFECTIVE OCTOBER 3, 2022, AND THAT HE BE PLACED ON STEP 1 ($21.74 PER HOUR) OF THE STREET MAINTENANCE I WAGE GRID;

FURTHER TO DIRECT STAFF TO BEGIN THE HIRING PROCESS TO BACKFILL THE PARK MAINTENANCE POSITION.

Disposal of Retired Police Squad

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE THE SALE OF RETIRED POLICE SQUAD #498 UTILIZING CENTRAL MINNESOTA DEALER AUCTION.

Ratify the Hiring of Police Officer Hiring Nicholas Karsnia and Request to Hire Community Service Officer (CSO)

Committee Chair Johnson stated that this is an exciting hire, due to Mr. Karsnia previously serving as a CSO and having grown up in Brainerd. It is always great when a local can serve their City.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED, TO RATIFY THE HIRING OF POLICE OFFICER NICHOLAS KARSNIA, STARTING AT LELS STEP 1 RATE OF $29.79, WITH AN EFFECTIVE DATE OF AUGUST 22, 2022, AND AUTHORIZE HIRING OF ONE CSO.

Consider Approval of a Classification and Compensation Study Request for Proposals

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE CLASSIFICATION AND COMPENSATION STUDY REQUEST FOR PROPOSALS AS PRESENTED.

Discussion of 2022 Audit Fee

Committee Chair Johnson stated that due to BPU and the HRA utilizing CliftonLarsonAllen (CLA) for their audits, it makes sense for the City to do so as well.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED, TO UTILIZE CLIFTONLARSONALLEN FOR THE 2022 AUDIT AND PUT THE INCREASE INTO THE BUDGET.

Authorization to Apply for League of Minnesota Cities Trust (LMCIT) Loan Program for Extraordinary Expense

Committee Chair Johnson stated that Finance Director Hillman confirmed that this is an eligible use for the loan and the City can apply for up to $250,000 dollars. If the City pays it off within a year, there is no interest. The interest rate after one year would be 3% over a 5 year term.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE STAFF TO APPLY FOR THE LMCIT LOAN PROGRAM FOR THE MAXIMUM POSSIBLE LOAN FOR EXTRAORDINARY EXPENSE.

Adopt Resolution Declaring the Intent to Reimburse Certain Expenditures from Proceeds of Tax-Exempt Bonds

Committee Chair Johnson stated that this a formality for the City to be able to reimburse ourselves for expenditures paid now if bonds are needed to be issued to cover the expenditure in the future.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN TO ADOPT RESOLUTION DECLARING THE OFFICIAL INTENT TO REIMBURSE CERTAIN ORIGINAL EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT BONDS AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE.

RESOLUTION 28:22

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

Adopt Resolution to Terminate Assessment Agreement

Committee Chair Johnson stated he would be abstaining from the vote due to conflict of interest.

Member Stenglein stated that the new owners of the property have agreed to pay off the balance of loan that generated the assessment agreement.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND STUNEK TO ADOPT RESOLUTION ADOPT RESOLUTION APPROVING THE TERMINATION OF AN ASSESSMENT AGREEMENT BETWEEN THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF BRAINERD AND FOR THE CITY OF BRAINERD, MINNESOTA, NELSON-KUEPERS, LLP.

RESOLUTION 29:22

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

Safety and Public Works

Event/ Street Closure Application- Brainerd Fire Department Open House

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND BIESER, DULY CARRIED, TO APPROVE THE APPLICATION UNDER THE CONDITION THAT THE APPLICATION REQUEST TRAFFIC CONTROL FOR THE STREET CLOSURE ONE WEEK PRIOR TO THE EVENT.

Event/ Street Closure Application- St. Francis Marathon

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND ERICKSON, DULY CARRIED, TO APPROVE THE APPLICATION UNDER THE CONDITION THE APPLICANT NOTIFY THE ADJACENT RESIDENCES/BUSINESSES OF THE EVENT, SIGNS ARE REMOVED AFTER EVENT CONCLUSION, AND AN INSURANCE CERTIFICATE IS SUBMITTED TO THE CITY PER THE PERMIT REQUIREMENTS BEFORE THE EVENT.

Temporary Easement Water Tower

Committee Chair O'Day stated that Breen & Person has decided not to charge anything to the City for the construction easement. He just asks that the Water Tower Committee recognize this is a donation.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND BIESER, DULY CARRIED, TO APPROVE THE EASEMENT AS PRESENTED.

Approve Electrical/ Mechanical at Street and Parks Building

Committee Chair O'Day stated that this was missed in the original bidding plan as the bid proposal did not include Electrical and Mechanical items as listed in the original estimate. These items are necessary for permanent occupancy of the building. Staff received quotes for this work from Pike Plumbing & Heating (Mechanical) for $37,100, Holden Electric (Electrical) for $31,410, and Jim's Electric (Electrical) for $29,944. To date, Holden Electric has obtained materials for the work and been paid a portion for materials on hand. With the addition of the Mechanical and Electrical items as quoted, the total cost would be $586,263. The original budget was $468,109. This represents 25% over the original budgeted amount. This amount will not affect the 2023 budget.

City Administrator Bergman stated that the recommendation that came from Widseth was that the City could save money keeping the electrical and mechanical separate from the original bid. This necessity was missed with the transition.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND ERICKSON, DULY CARRIED, TO APPROVE THE QUOTES FROM PIKE PLUMBING & HEATING AND HOLDEN ELECTRIC FOR THE ADDITIONAL MECHANICAL AND ELECTRICAL WORK AT THE BRAINERD STREET & PARKS BUILDING ADDITION FOR A TOTAL PROJECT COST OF $586,263.

Direction on Open Code Enforcement Cases

Committee Chair O'Day gave an overview of the properties. Both will be issued a 10-day order to correct letter and begin working with the City Attorney for next steps.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND BIESER, DULY CARRIED, TO APPROVE THE RECOMMENDATIONS AS PRESENTED.

Unfinished Business

First Reading- Proposed Ordinance 1536- Ordinance Amending Chapters 1 and 2 Brainerd City Charter

City Administrator Bergman gave an overview of the changes made to the Charter with this ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND O'DAY DULY CARRIED TO HOLD THE FIRST READING OF PROPOSED ORDINANCE 1536 AN ORDINANCE AMENDING CHAPTERS 1 AND 2 BRAINERD CITY CHARTER AND DISPENSE WITH THE ACTUAL READING.

First Reading- Proposed Ordinance 1537- Ordinance Amending Chapter 3 Brainerd City Charter

Finance Director Hillman gave an overview of the changes made to the Charter with this ordinance.

Member O'Day asked for clarification on whether the amount levied for the Permanent Improvement Fund each year would be discussed during the budget approval process.

Finance Director Hillman stated that it is a part of the budget discussions.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND JOHNSON, DULY CARRIED TO HOLD THE FIRST READING OF PROPOSED ORDINANCE 1537 AN ORDINANCE AMENDING CHAPTER 3 BRAINERD CITY CHARTER AND DISPENSE WITH THE ACTUAL READING.

First Reading- Proposed Ordinance 1538- Ordinance Amending Chapter 5 Brainerd City Charter

Finance Director Hillman gave an overview of the changes made to the Charter with this ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND STUNEK, DULY CARRIED TO HOLD THE FIRST READING OF PROPOSED ORDINANCE 1538 AN ORDINANCE AMENDING CHAPTER 5 BRAINERD CITY CHARTER AND DISPENSE WITH THE ACTUAL READING.

Committee Recommendations- Recommended by Council President

Council President Bevans recommended Kevin Yeager for the Airport Commission and Paul Sandy for the Water Tower Committee.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED, TO APPROVE COMMITTEE RECOMMENDATIONS BY COUNCIL PRESIDENT BEVANS.

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 – 2 terms (Expire 2022) --1 term (Expire 2024)
Charter Commission – 1 term (Expire 2022) 1-term (Expire 2025)
Rental Dwelling License Board of Appeals – 2 terms (Expire 2022)

Mayor Recommended: (terms to expire 09/07 of said year)
Economic Development Authority (EDA) – 1 term (Expire 2022) – 1 term (Expire 2026)

New Business

Call for Public Hearing for the Removal of Library Board Member

Council President Bevans questioned why the Council was tasked with removing the member. It does not look good for volunteer commissions.

Administrator Bergman stated the Library Board is requesting that City Council remove Mr. Loyal Hyatt from the Library Board for non-attendance. Mr. Hyatt has not attended a Library

Board meeting since August 2021. The Library Board needs to have a quorum to conduct business, which has been difficult. Per the Charter: 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 Council Members 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.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND STUNEK, DULY CARRIED, TO SET A PUBLIC HEARING FOR SEPTEMBER 19TH, 2022 AT 7:30 P.M.

Consider Resolution to Dissolve the Cable TV Advisory Committee

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND O'DAY TO ADOPT RESOLUTION ADKNOWLEDGING AND APPLAUDING THE ACCOMPLISHMENTS OF THE CABLE TV ADVISORY COMMITTEE AND DISOLVE THE COMMITTEE UNTIL A TIME AT WHICH THE CITY COUNCIL DEEMS IT NECESSARY TO BE REESTABLISHED.

RESOLUTION 30:22

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

Consider Conditional Use Permit for Ice Vending Machine at 1202 S 6th Street

Community Development Director Kramvik stated that the Planning Commission considered this CUP request during their regular meeting on August 17th. Discussion occurred on whether this building meets the definition of commercial/ retail establishments and if this building is an accessory use or primary use. Planning Commission voted 4-1 to recommend approval of this CUP request

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND BIESER, DULY CARRIED, TO APPROVE THE CONDITIONAL USE PERMIT FOR THE OPERATION OF THE ICE AND WATER VENDING MACHINE AT 1202 S 6TH ST WITH THE CONDITIONS THAT THE APPLICANT SUBMIT TO STAFF THE LIGHTING (2700K LIGHTING COLOR OR WARMER) AND FENCING/SCREENING PLANS THAT MEET CURRENT RESIDENTIAL STANDARDS.

Consider Conditional Use Permit for Residential Recovery Facility at 2501 Greenwood Street

Community Development Director Kramvik stated that Central Minnesota Adult and Teen Challenge has submitted an application for a Conditional Use Permit to operate a residential addiction recovery facility with outpatient services at 2501 Greenwood St, Brainerd MN, 56401. The current owner of this property is Evangelical Lutheran Good Samaritan, Parcel Number 41010613. The Planning Commission considered this CUP request during their regular meeting on August 17th. Planning Commission voted unanimously to recommend approval of this CUP request.

Member O'Day stated that the model that the organization uses is perfect for supporting residents and will be supported in the community unlike other models.

Member Johnson questioned why with the number of older citizens needing care in the City why Good Samaritan is selling these parcels.

Community Development Director Kramvik stated that Good Samaritan has staffing limitations.

There was no motion due to discussion out of order. Continued to next meeting.

Public Forum

The Chair opened public forum at 8:08 p.m.

No one came forward.

The Chair closed public forum at 8:09 p.m.

Staff Reports

Community Development Director Kramvik stated that there is a Planning Commission Workshop on September 7th at 6:00 p.m. in the training room at the Fire Department. Topics of discussion include the moratorium for greenspace or surface parking in the TN-1 zones, lighting color and temperature, and manufactured housing district.

City Engineer/ Public Works Director Dehn stated that the MnDOT online open house for Highway 210 is open until September 12th. It is vital that citizens give their input.

Finance Director Hillman stated that the work on the budget and levy continues. If Council has any questions or concerns, please contact her.

City Administrator Bergman stated that she received an update from BLAEDC regarding the DEED Mainstreet applications, as of Friday there were 23 applications for a total of $1.559 million dollars applied for. The EDA subcommittee will meet September 15th to review the applications. The League of Minnesota Cities Insurance Trust (LMCIT) and Benchmarking met last week and included the City of Brainerd Police Department in discussion about worker's compensation claims and the fact that Brainerd has some of the fewest claims across police departments in the state.

Chief Bestul stated that being included in discussion with LMCIT was a great opportunity to showcase the department. He attributed the low number of claims to morale, training, supporting candidates, and policy. The Department has a solid team.

Mayor Report

Mayor Badeaux thanked all of the area students, teachers, and staff for the photos from the first day of school. It's a big day for all of the youngest citizens of Brainerd. He added to City Engineer Dehn's statement about the Highway 210 online open house is an important opportunity to have input in the future of our major highway. The 2nd Annual Flapjack Festival will be held on September 24th, he is very excited about this event. He thanked the American Legion, Mills Automotive Group, and the Brainerd Water Tower Committee and Brainerd Jaycee's for putting on the event. Finally, he thanked Breen and Person for allowing the City to use their parking lot for the Historic Water Tower rehabilitation.

Council Member Reports

Member Johnson stated that HRA Director Charpentier regrets not being here.

Adjourn to Closed Session Pursuant to MN Statute 13D.03 to Discuss Labor Negotiation Strategy

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND STENGLEIN, DULY CARRIED, TO ADJOURN TO CLOSED SESSION.

The Chair adjourned to closed session at 8:20 p.m.

The Chair reconvened the session at 8:42 p.m.

Adjourn to Employee Appreciation Event on September 14th, 2022, at Lum Park

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND STENGLEIN, DULY CARRIED TO ADJOURN TO THE EMPLOYEE APPRECIATION EVENT ON SEPTEMBER 14TH AT LUM PARK.

The Chair adjourned the meeting at 8:43 p.m.

_____

Jennifer Bergman
City Administrator

Brainerd Contractor License List

09/15/2022

LIND MASONRY AND CONSTRUCTIO

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
12891 33RD AVE SW	General Commercial	Active			2022-0031	12/31/2022

PIERCE'S HEATING & AIR

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
48952 271ST AVE	Mechanical	Active	MB787775	11/15/2023	2022-0069	12/31/2022

Total Licensees **2**

Population: All Records

Licensee.Status = Active AND
Licensee.DateRegistered Between 9/1/2022 12:00:00 AM AND 9/15/2022 12:00:00 AM

City of Brainerd
IT/GIS Department Monthly Report
August 2022

Projects

- BCA security audit – results of audit have various tasks required in 30 days, 6 months, and 2024. Work will continue for months to achieve required compliance.
- Preparing for phone system migration to the cloud, from on-premise hardware
- Preparing Street Sign Inventory – application development
- Created additional requested email distribution groups

Software

- BS&A: support, reports, workflows, calendar syncing, etc
- Migration of park reservation/registration software – from RecNet to CivicRec

Hardware

- Second (redundant) internet connection wired into Police Dept. Project to configure automatic fail over in the works.
- Migrated WatchGuard virtual server (police squad video) to a new host
- New squad car configuration

Staff

- New Engineer/PW Director started – setup accounts, hardware, software, etc
- Phasing out staff that have left – Paul Sandy, David Chanski, Andy Stone, etc
- CSO moved up to Police Officer
- New council member setup

Other

- Technical support for numerous meetings – City Council, Park Board, Planning, HRA, EDA, etc
- Working on operating and capital budgets for 2023

Statistics

Emails sent: 9,155 (295/day) received 31,600 (1,019/day)

Cisco Secure Endpoint: 4.6M files scanned, 733K IPs scanned

YouTube – City of Brainerd channel 744 views, 98.2 hours watched

M E M O

TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: September 19, 2022

RE: Community Development Director Report

Building
The Community Development Department issued 120 building permits with a total project valuation of $1,111,967 in the month of August. No permits for new single-family homes were issued in August.

Within the River-to-Rail incentive corridor, 10 permits were issued in August with a total project valuation of $770,692 and $6,669.64 in permit fees were waived.

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

Code Enforcement
The Community Development Department conducted 148 code enforcement inspections in August.

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

Planning & Zoning
The City of Brainerd achieved compliance with the rental housing licensing program significantly sooner in 2022 with the adoption of Ordinance No.1525 which repealed and replaced the Rental Housing Maintenance Code. The previous Rental Housing Maintenance Code, which was in effect in 2021, applied a monthly late fee for 4 months before placarding the structure as an unlicensed rental. The last rental in 2021 was in compliance on 9/20/2021. The new ordinance allows for unlicensed rentals to be placarded after one month, which brought the last rental unit into compliance by 07/22/2022.

2021 Rental Licenses
- 2,568 units registered

Old Code
- Units not registered by June 1st - $25 late fee added per unit
- 31 days to 60 days - $75 late fee added per unit

- 61 days to 120 days - $150 late fee added per unit
- Over 121 days - $450 late fee added per unit
- Last rental registered 09/20/2021
-

2022 Rental Licenses

- 2,553 units registered

New Code

- Units not registered by June 30th were placarded July 1st
- Twenty (20) properties were placarded
- Last unit registered 7/22/2022

BRAINERD POLICE DEPARTMENT

MONTHLY REPORT

BESTUL'S BOOYAH AWARD

Officer Middleton received 4 separate Booyah nominations in August. Two nominations were for proactive park patrol and downtown foot patrol. While conducting park patrol at Bane Park he identified four juveniles in the park after hours. This ultimately helped another investigation where several tables, bleachers, and garbage cans had been moved in the park.

During the Elbow Convention, which is historically a time of high calls and large crowds, Middleton and Personius were recognized for their positive attitude while working short and their almost continuous downtown foot patrol each night after 2200 hours. Their visible presence was a great deterrent for DWIs that weekend.

Officer Middleton received two additional nominations for his continued commitment to the department and his partners (during a two week stretch in August, Middleton picked up 7 open shifts to help meet department minimums, some of which were on his 7-day stretch and created multiple back-to-back 14-hour shifts). *Booyah!*

STAFFING & ASSIGNMENTS

Officer Nick Karsnia is the newest member of our team. Nick grew up in Brainerd, attending the Brainerd High School where he played hockey and lacrosse. After graduating he moved to Duluth to attend college, studying Actuarial Science at UMD but changed his field of study to Criminology after the first year. He loved the classes that the major offered and decided to stick with it for the remainder of his schooling.

In the summer of 2021, before his last year of college, Nick was hired by the Brainerd Police Department as Community Service Officer/Intern, which allowed him to get an inside look at the police field, meet the people in the department, and gain valuable experience related to police work. Nick liked the department so much that he applied to be a police officer with the department. After attending the Alexandria Tech Skills Program to finish his required law enforcement training, Nick completed the hiring process and started as a police officer on August 11th.

Instructors conduct defensive tactics training with Officer Karsnia during his academy weeks.

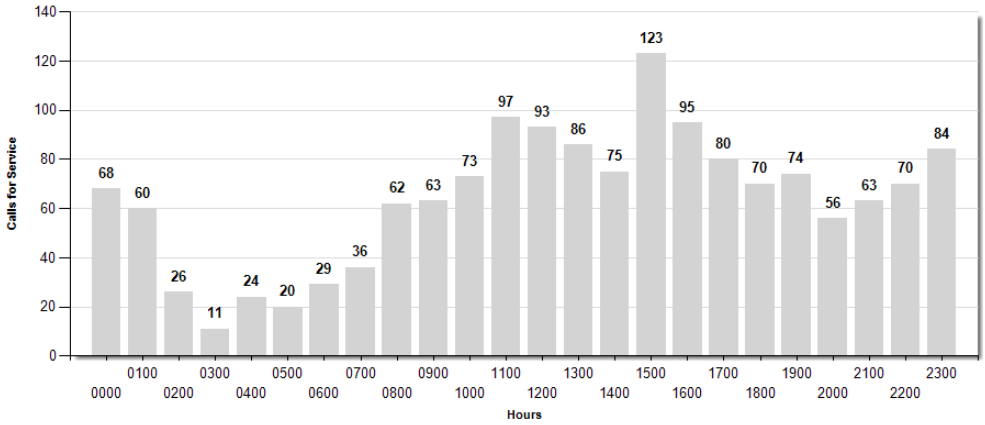
OVERALL CALLS FOR SERVICE

August	2022	2021
Number of Calls for Service	1538	1467

Calls for Service Hourly

8/1/2022 to 8/31/2022

Total Calls: 1586

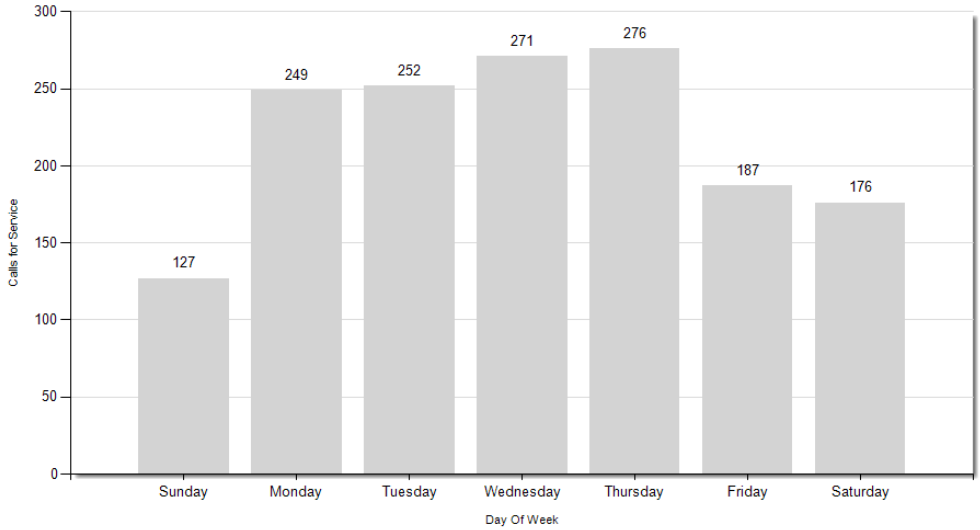


Calls for Service Day Of Week

Start Date: 8/1/2022

End Date: 8/31/2022

Total Calls: 1586



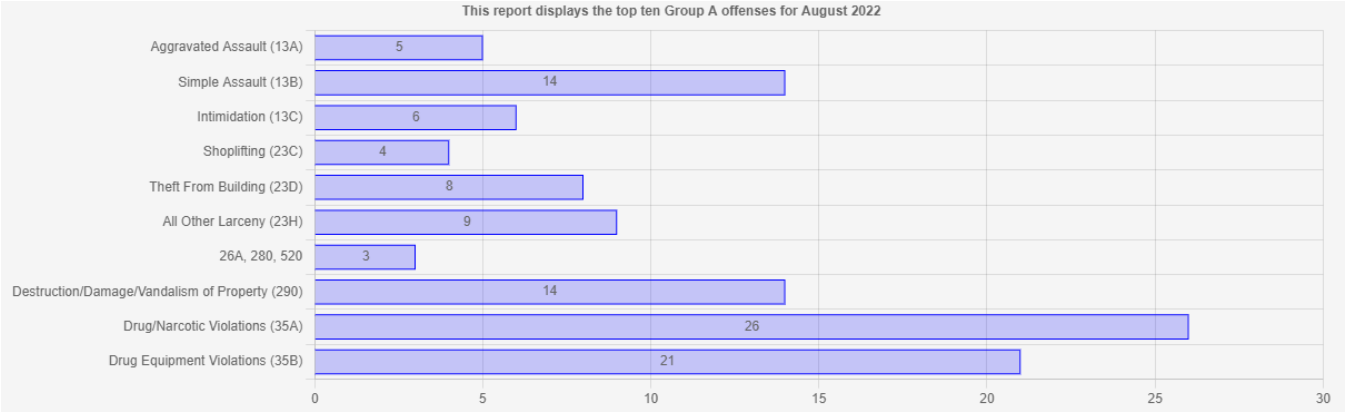
CRIME STATISTICS

Year to Date through August	2022	2021
Group A Offenses Known or Reported to Police	979	1144
Group A and B Arrests	563	549

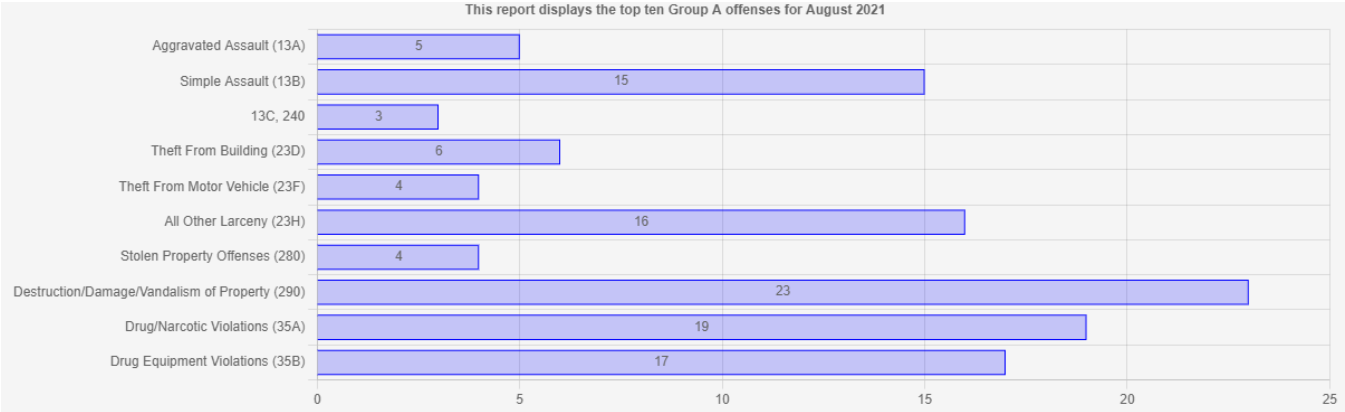
** Note: 2022 totals do not include case files that have not yet been coded.

TOP 10 GROUP A OFFENSES

August 2022

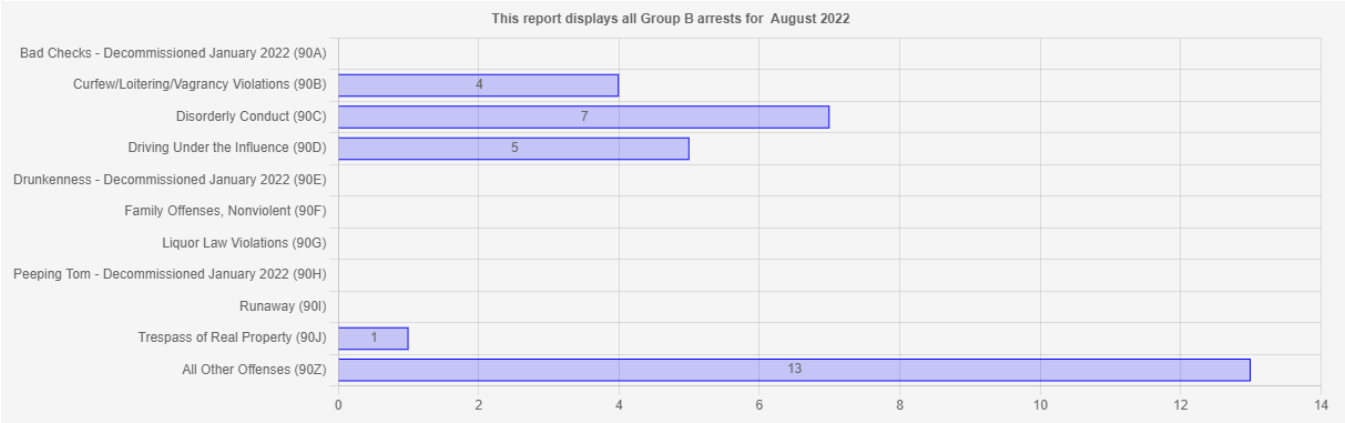


August 2021

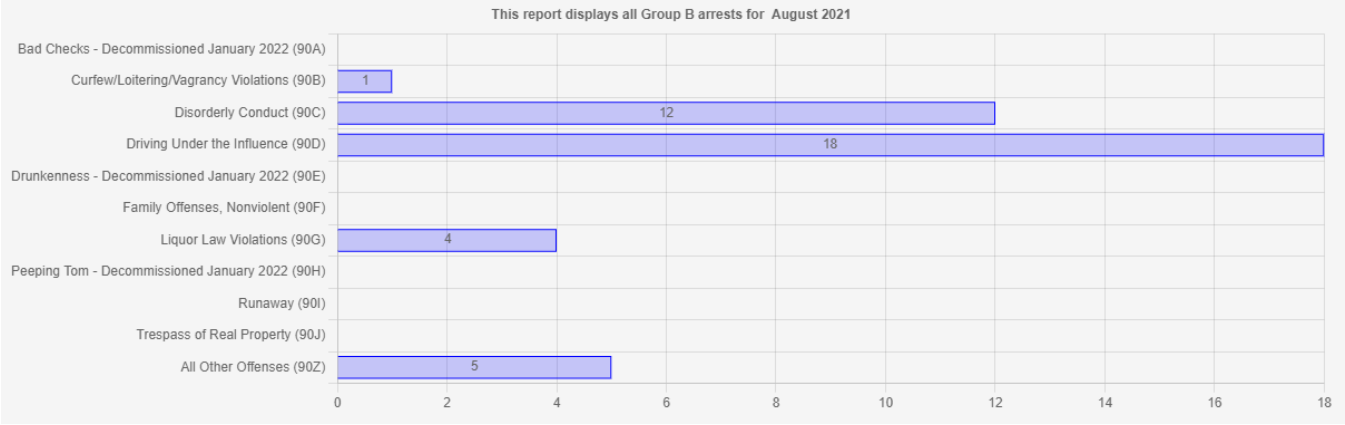


GROUP B ARREST DATA

August 2022



August 2021



CITATIONS, PARKING TICKETS, & WRITTEN WARNINGS

August	2022	2021
Citations (Inc. Parking Tickets & Written Warnings)	195	212

42 parking tickets were issued in the month of August, with the following dispositions.

1	Dismissed
24	Paid in Full
1	Partial Payments Received
16	No Payment Received

Revenue Recapture Receipts:

2021 Total:	$ 8,528.62
2022 To Date:	$ 5,258.00

CONDUCT ON PREMISES ACTIVITY REPORT

ICR	Date Reported	Title	Address	Summary
22010647	08/09/22	Conduct on Premises	1102 15th Ave NE	Conduct on Premises
22011314	08/24/22	Conduct on Premises	710 Laurel St	Conduct on Premises

BODY WORN CAMERA DATA REPORT

Month	Number of Videos	Hours of Video	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
August	1884	404	704	383	12.85 Minutes	61

AXON Evidence.com

TRAINING & STAFF DEVELOPMENT

APEX Training

Sgt. Rosier and Officer Boggs attended Apex training at the Breezy Point Police Department in August. The Apex training platform is a virtual reality system that helps provide officers with realistic situations without real world repercussions. When using the platform, officers can utilize skills such as de-escalation, communication, use of force techniques and to determine other courses of action in dealing with mental health. As officers use the system, they are provided immediate feedback, training, and direction by the trainer while being able to review their performance in each situation. The APEX VR system is portable and will be very beneficial to agencies throughout our community to provide real world training that engages our officers and helps them to use the skills on the road.

COMMUNITY OUTREACH

High Visibility Traffic Enforcement

On May 5th and August 25th, several officers adjusted their shifts to work 7:00 am to 5:00 pm to increase traffic enforcement. This time was selected due to the large amount of traffic in the city. During these two shifts, 56 traffic stops were conducted. 16 traffic citations were issued for several different offenses, including expired registration, failure to use a seatbelt, driving after revocation, speed, and hands-free wireless communication violations. Several warnings were also issued, and two arrests were made for possession of methamphetamine.

Officers use these opportunities to educate drivers on driving rules and advise of equipment violations.

COMMUNITY OUTREACH

National Night Out

The Brainerd Northside Neighborhood Association hosted their annual block party get together at Gregory Park on August 9 from 5-7 pm. Residents of Brainerd's northside were invited to attend this community event in conjunction with National Night Out, celebrating neighborhood unity; safety; police/community partnership; and crime, drug and violence prevention. The event included a picnic dinner, live music, and activities for the kids. Law enforcement, Safety Pup, and fire department came out for the event. The block party is a nice way to meet community members and enjoy one of the many Brainerd parks.

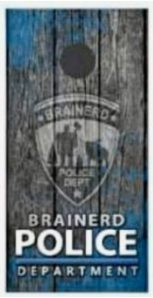
COMMUNITY OUTREACH

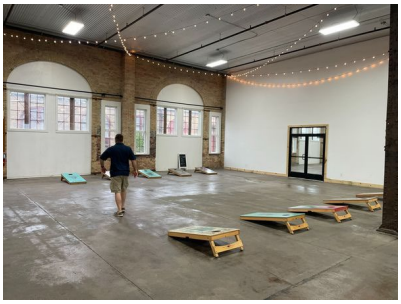
Bags with Badges

The Brainerd Police Department held the first “Badge with Badges” event at the Northern Pacific Center on August 12th. This free event was for ages 17 and under, with two separate divisions based on age. Each participant was randomly paired with a police officer, fire fighter, dispatcher, EMT, paramedic, etc. and then placed into a 32-team double elimination bracket. Each participant won a door prize and had the opportunity to win additional prizes, including a trophy or one of two sets of custom Brainerd Police Department cornhole boards. Fee food and beverages were also provided for the participants.

Thank you to Officer Host for brainstorming this idea and to everyone who signed up to play – and a special thank you to the NP Event Center, Brainerd Fire, Pillager Fire, Nisswa Fire, Crow Wing County Sheriff's Office, Baxter PD, Pequot Lakes PD, and MN DNR for their help with the event.

Even though the day started out with rain, we were able to move everything indoors at the NP Center. The event was a huge success, and everyone had a lot of fun.





COMMUNITY OUTREACH

Law Enforcement Q&A

On August 4th, Sgt. Pallansch and Officer Judd were invited to a “Question and Answer” session at the North Star Apartments (High Rise). Approximately a dozen residents attended along with the HRA housing manager. Officers answered several questions about when and what to report to law enforcement and when an incident only needs to be reported to HRA. Officers provided guidance on harassment, animal complaints (city ordinance vs HRA rules), weapons (laws vs HRA rules), parking enforcement, etc. HRA staff took notes to provide to residents who were unable to attend.

Elementary School Supply Fundraiser

On August 13th, Brainerd School District 181 staff had a dunk tank to raise money to purchase school supplies for elementary students. School Resource Officer Selvestra is always willing to do his part and took a turn in the hot seat.

A $1 donation bought community members a chance to send SRO Selvestra or District 181 staff into the dunk tank. For those of you who are wondering if he got dunked, SRO Selvestra assured us that the water was cold!

Thank you for making a difference in our local schools!

A.L.I.C.E. Training Presentation

On August 30th, Officer Selvestra gave a presentation to the Brainerd Lakes Salvation Army on the principles of A.L.I.C.E, which is an options-based approach to surviving a violent critical incident. A.L.I.C.E. stands for Alert, Lockdown, Inform, Counter, Evacuate. Selvestra taught principles to empower citizens with the skills and knowledge to respond during a violent critical incident. Selvestra gave a PowerPoint presentation on these principles and demonstrated several examples of enhanced lockdown procedures, including securing doors with unconventional items such as tables, chairs, and extension cords. Selvestra advised them on the layout of their building and possible evacuation routes as well and provided examples of how to effectively distract an attacker and buy time.

CITY OF BRAINERD
PERSONNEL AND FINANCE COMMITTEE
AGENDA

September 19, 2022
7:15 PM
2nd Floor Conference Room WebEx Teleconference
Call-In Information Call Toll-Free: 1-844-992-4726
Access Code: 2487 079 7347

1. Approval of Ancillary 2023 Benefits

2. Approval of 2023 Health Insurance Renewal and Adopt Resolution Accepting New Bylaws

3. Authorize Staff to Begin Hiring Process for Public Works Department Administrative Specialist

4. Authorization to Purchase Lease Accounting Software

5. Consider Shared Services Agreement with the EDA

6. Discussion of 2023 HRA Levy Request

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Approval of 2023 Ancillary Benefits

☐ 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: HR Director Kris Schubert	**Department:** Human Resources
Presenter (Name & Title): Kris Schubert, HR Director	**Estimated Time Needed:** 2 minutes

Summary of Issue:

We received our 2023 Ancillary Benefits renewal information from Integrity Benefits in August. The renewal was discussed by our Employee Insurance Committee on August 29th including the 53% dental insurance premium increase for 2023 and our options. Committee members recommend that we switch to Cigna as our 2023 dental insurance provider with an enhanced $1,250 annual maximum policy. This translates to an overall increase of 6% to premium rates. It also includes a two-year rate guarantee and a 6% cap on the 3rd year renewal.

Alternatives, Options, Effects on Others/Comments:

After receiving Delta Dental's 53% premium increase for 2023, Integrity conducted an RFP for our 2023 dental insurance with 12 responding carriers. Cigna proposed the two most compelling offers including an overall decrease of 2% to premium rates for a $1,000 annual maximum plan (current amount) or an enhancement option to a $1,250 annual maximum with an overall increase of 6% to premium rates. Both options included a two-year rate guarantee and a 6% cap on the 3rd year renewal. Integrity mentioned that several groups have been transitioning to the higher maximum the past few years realizing increased dental costs. Also, we have not received our 2023 Short-term Disability renewal yet; however, Integrity does not expect a premium increase.

Recommended Action/Motion:

Motion to approve our 2023 Ancillary benefits as presented including switching to Cigna as our Dental Insurance Provider with an enhanced $1,250 annual maximum policy.

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

Please Explain: Dental and short-term disability insurance premiums are fully paid by the employee.

Integrity
Employee Benefits, LLC

Generations Strong

September 13, 2022

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Re: 2023 Renewal of Life, Dental, Long and Short Term Disability, Vision, Critical Illness and Accident Insurances and BenefitsConnect Online Enrollment System.

The City of Brainerd's insurance carriers have provided us with the following information:

Life Insurance
The Hartford

The Hartford has determined that effective 1/1/2023 your Basic life rate will **remain unchanged** at **$.120** per month per $1000. The Basic AD&D benefit will **remain unchanged** at **$.02** per month per $1000. The Child/Dependent life will **remain unchanged** at **$.09** per month per $1000. The optional employee and spouse life rates will **remain unchanged** for the coming policy year. However, anyone moving into a new age bracket will see an increase effective 1/1/2023. The following rate schedule will apply:

Age	Monthly Cost per $1000
Under age 25	$.065
25-29	$.065
30-34	$.073
35-39	$.089
40-44	$.122
45-49	$.186
50-54	$.292
55-59	$.437
60-64	$.583
65-69	$1.053
70+	$2.349

Long Term Disability
Madison National Policy No. 1560

Madison National has determined that your Long Term Disability rate will **remain unchanged** at **$0.15**/$100 payroll effective 1/1/2023.

Dental Insurance
Cigna

The City has decided to switch its dental carrier to Cigna. Cigna has determined that the rates will **increase** for the coming policy year. Effective on 1/1/2023 rates per month will be as follows:

	Monthly Rates
Employee	$41.83
Employee+1	$75.55
Family	$124.05

Vision Insurance

VSP Policy No. 30107922

VSP has determined that the Vision Insurance rates will **remain unchanged** for the coming policy year. Effective 1/1/2023, rates per month will be as follows:

	Monthly Rates
Employee Only	**$6.10**
Employee + Spouse	**$12.20**
Employee + Child(ren)	**$13.04**
Family	**$20.86**

Short Term Disability

Dearborn National Policy No. F019504

Dearborn National has not yet published the renewal rates. This document will be updated as the information becomes available.

Accident Insurance

Cigna Policy No.

Cigna has determined that your Accident Insurance rates will **remain unchanged** for the coming policy year. Effective 1/1/2023, the rates per month will be as follows:

	Low Plan Monthly Rates	High Plan Monthly Rates
Employee	**$9.70**	**$16.95**
Employee + Spouse	**$16.40**	**$28.75**
Employee + Child(ren)	**$16.10**	**$28.20**
Family	**$22.80**	**$39.75**

Critical Illness Insurance

Cigna Policy No.

Cigna has determined that your Critical Illness Insurance rates will **remain unchanged** for the coming policy year. Effective 1/1/2023, the rates per month will be as follows:

Age	Employee	Employee & Spouse	Employee & Child(ren)	Family
18-24	$5.82	$10.39	$6.19	$10.76
25-29	$6.59	$11.55	$6.97	$11.92
30-34	$8.52	$14.30	$8.90	$14.68
35-39	$11.73	$19.18	$12.10	$19.55
40-44	$15.00	$24.18	$15.37	$24.55
45-49	$21.57	$34.27	$21.94	$34.64
50-54	$29.49	$47.60	$29.87	$47.97
55-59	$39.41	$64.34	$39.79	$64.72
60-64	$50.53	$82.90	$50.90	$83.27
65-69	$62.42	$100.39	$62.79	$100.76
70-74	$87.29	$138.29	$87.66	$138.67
75-79	$121.61	$182.09	$121.99	$182.46
80-84	$153.67	$223.14	$154.04	$223.51
85+	$189.66	$293.71	$190.04	$294.09

Hospital Insurance

Cigna Policy No.

Cigna has determined that your Hospital Insurance rates will **remain unchanged** for the coming policy year. Effective 1/1/2023, the rates per month will be as follows:

	Monthly Rates
Employee	**$19.78**
Employee + Spouse	**$40.87**
Employee + Child(ren)	**$35.30**
Family	**$56.39**

BenefitsConnect Online Enrollment

As of 1/1/2023, the following rate schedule will apply:
PEPM = per employee per month

Online Enrollment Software	**$1.13 PEPM**

Please let me know if there is anything else that you need at this time. We appreciate the opportunity to continue to work with you and your employees in the communication and administration of your ancillary employee benefits insurance program.

Integrity Employee Benefits, LLC
Phone 651-437-7977 | Toll Free 866-437-7977 | Fax 651-319-0528
Integrity@integrityeb.com | www.integrityeb.com

2023 Dental Renewal

		Current Plan			
City of Brainerd		Delta		Cigna: $1,000 max	Cigna: $1,250 max
Monthly Rates	# of EE's	2022	2023 Renewal		
Employee	27	$39.48	$60.56	$38.87	$41.83
Employee + 1	6	$71.30	$109.36	$70.21	$75.55
Employee & Family	20	$117.08	$179.56	$115.28	$124.05
Total Premium Per Month		$3,835	$5,882	$3,776	$4,064
Total Premium Per Year		$46,024	$70,590	$45,316	$48,765
% Diff Per Year Vs. Current		-	53%	-2%	6%
				2 Year Guarantee; 6% Cap on 3rd Year	2 Year Guarantee; 6% Cap on 3rd Year
Annual Maximum Benefit		$1,000		$1,000	$1,250
Deductible Per Person		$25		$25	$25
Deductible Max Family		-		$75	$75
Deductible Waived on Preventative?		Yes		Yes	Yes
Percentile of Usual and Customary		50% U&C		90% U&C	90% U&C
Co-Insurance breakdown		In Network / Out of Network		In Network / Out of Network	In Network / Out of Network
Preventative/Diagnostic		100%		100%	100%
Basic Restorative		80%		80%	80%
Basic Oral Surgery		80%		80%	80%
Basic Endodontic Therapy		80%		80%	80%
Basic Periodontal Services		80%		80%	80%
Complex Surgical Extractions		50%		80%	80%
Complex Surgical Periodontal		50%		80%	80%
Major Restorative		50%		50%	50%
Prosthetic Services / Repairs		50%		50%	50%
NETWORK		ANY DENTIST		ANY DENTIST	ANY DENTIST
In Brainerd/Baxter		PPO: 0 Premier: 14		6	6
Cleanings Frequency		Twice in 12 months		2 per year	2 per year
Xray Frequency		*Panoramic Xrays 1 in 36 months. *Bitewings 1 per 12 months		*Panoramic Xrays 1 in 36 months. *Bitewings 1 per 12 months	*Panoramic Xrays 1 in 36 months. *Bitewings 1 per 12 months
White Fillings		*Plan Pays for composite (white) Fillings (Back 50% and Front teeth 80%).		*Plan Pays for composite (white) Fillings (Back 80% and Front teeth 80%).	*Plan Pays for composite (white) Fillings (Back 80% and Front teeth 80%).
Waiting Period		Has Waiting Periods for New Employees (6 mo Basic, 12 major)		No Waiting Periods	No Waiting Periods

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: 2023 Health Insurance

☐ 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: Kris Schubert, HR Director	**Department:** Human Resources
Presenter (Name & Title): Kris Schubert & Adam Olson	**Estimated Time Needed:** 5 minutes

Summary of Issue:

See Attachment

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

See Attachment

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ unknown

Is this budgeted? ☑ Yes ☐ No

Please Explain:

The actual cost cannot be determined until after our 2023 union negotiations are finalized and when the 2023 open enrollment process is completed (when employees elect their insurance plan options for 2023).

MEMO

TO: Mayor & Council

FROM: HR Director Kris Schubert

DATE: September 15, 2022

RE: 2023 Health Insurance

On 8/19/2022, City representatives attended the Sourcewell/The Better Health Collective annual meeting and received the 2023 health insurance renewal rates with an average increase of 4.4%. That was the best renewal rating amongst all member groups. The minimum rate change delivered was 4.4% and the maximum was 15%.

On 8/29/22, our Employee Insurance Committee met with our broker Adam Olson from North Risk Partners. At that meeting we reviewed trends, utilization, benchmarking, and marketplace updates and also discussed strategy going forward. Adam informed us on 9/7/22 that North Risk Partners had negotiated a reduced increase to 3% with Sourcewell/The Better Health Collective for 2023. Final negotiations to reduce our increase from 4.4% to 3% is estimated to result in a premium reduction of $29,000+ in 2023 for the City/BPU/HRA and employees. There is also a 9.5% rate cap secured for the 2024 renewal which would be a worst-case scenario. Information is attached from North Risk Partners regarding our renewal. The 2023 premium rates are noted on page 14 of the North Risk Partners attachment.

We were informed that the deductibles for our health plans will be increased in 2023 as indexed by the IRS for inflation. The deductibles will increase as follows:

Plan	2022 Single Deductible	2023 Single Deductible
Smart Plan 1	$1,400	$1,500
Smart Plan 3	$2,800	$3,000
*Smart Plan 7	$7,000	$7,500

*NOTE: Smart Plan #7 will be renamed to Smart Plan 8 for 2023

The Employee Insurance Committee also recommends offering the new Smart Plan #7 with a $5,580 single deductible for 2023. This new plan had been requested by other entities and is in between our most common $3,000 Deductible Plan and the $7,500 Deductible plan which is the highest deductible allowed by the IRS for HSA compliant plans. Staff requests authorization to negotiate Memorandum of Agreements (MOA) with the affected unions to offer this new plan and to establish the city's contribution.

Sourcewell has requested that the Council adopt the attached resolution and bylaws changes. The bylaw changes were made to the current Joint Powers Agreement for the Sourcewell Health Insurance Pool to achieve formal recognition of the Pool as a political subdivision joint health insurance pool from the Minnesota Department of Commerce. The MN Department of Commerce certification project also provided the opportunity to rename the Pool to The Better Health Collective and to clarify the roles of Sourcewell, the Pool's participating members, its Board, and related committees.

To summarize, staff recommends the following:

1. To accept the 3% health insurance renewal rate for 2023 from Sourcewell/The Better Health Collective with the increased deductibles as noted.

2. To authorize Staff to negotiate a MOA with the affected unions to offer and establish contribution rates for new Smart Plan #7 with a $5,580 single deductible.

3. Adopt a resolution approving the updated Membership Agreement and Bylaws of The Better Health Collective.

Please contact me if you have any questions or concerns.

/ks
c: Adam Olson – North Risk Partners
Enc.

NORTH RISK PARTNERS®

BRAINERD
MINNESOTA
A City for all Seasons

2023 MEDICAL RENEWAL

City of Brainerd
August 29, 2022

TEAM APPROACH

Adam Olson
RISK ADVISOR, PARTNER

ACCOUNT MANAGEMENT

Britt Osterhues
SENIOR ACCOUNT MANAGER

Mara Molenaar
MARKETING MANAGER

COMPLIANCE

Mike Bourgon
EMPLOYMENT & LABOR LAW ATTORNEY

Mike Holmquist
SAFETY AND LOSS CONTROL

HEALTH PLAN MANAGEMENT

Kris Landis
VP OF UNDERWRITING, PARTNER

Jake Lewellen
NATIONAL WELLNESS EXECUTIVE

MILLIMAN & NORTH RISK PARTNERS

Make data-driven decisions

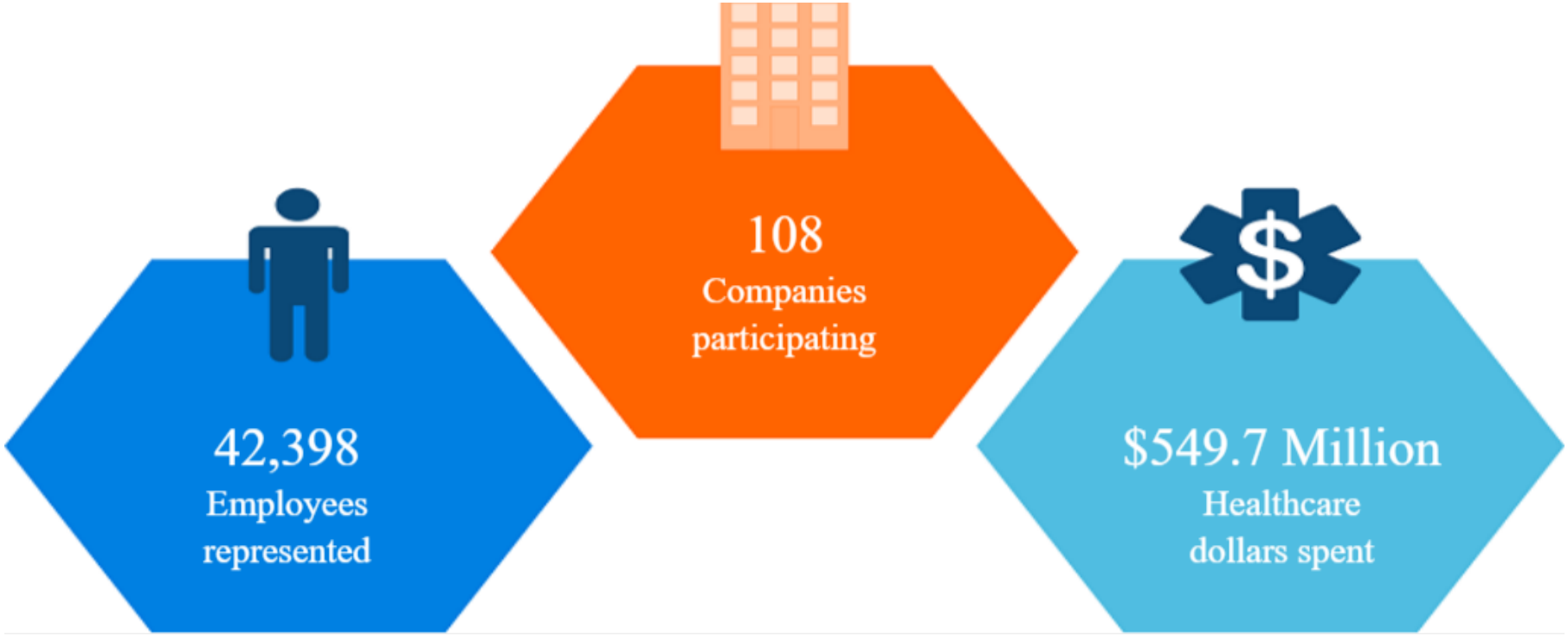
Founded in 1947, Milliman is among the world's largest providers of actuarial and risk management services.

Working with the 50 largest U.S. health insurers, their actuarial models are recognized as the industry gold standard.

North Risk Partners clients receive actuarial support through North Risk's strategic third-party relationship with Milliman.

Survey Summary Statistics

City of Brainerd



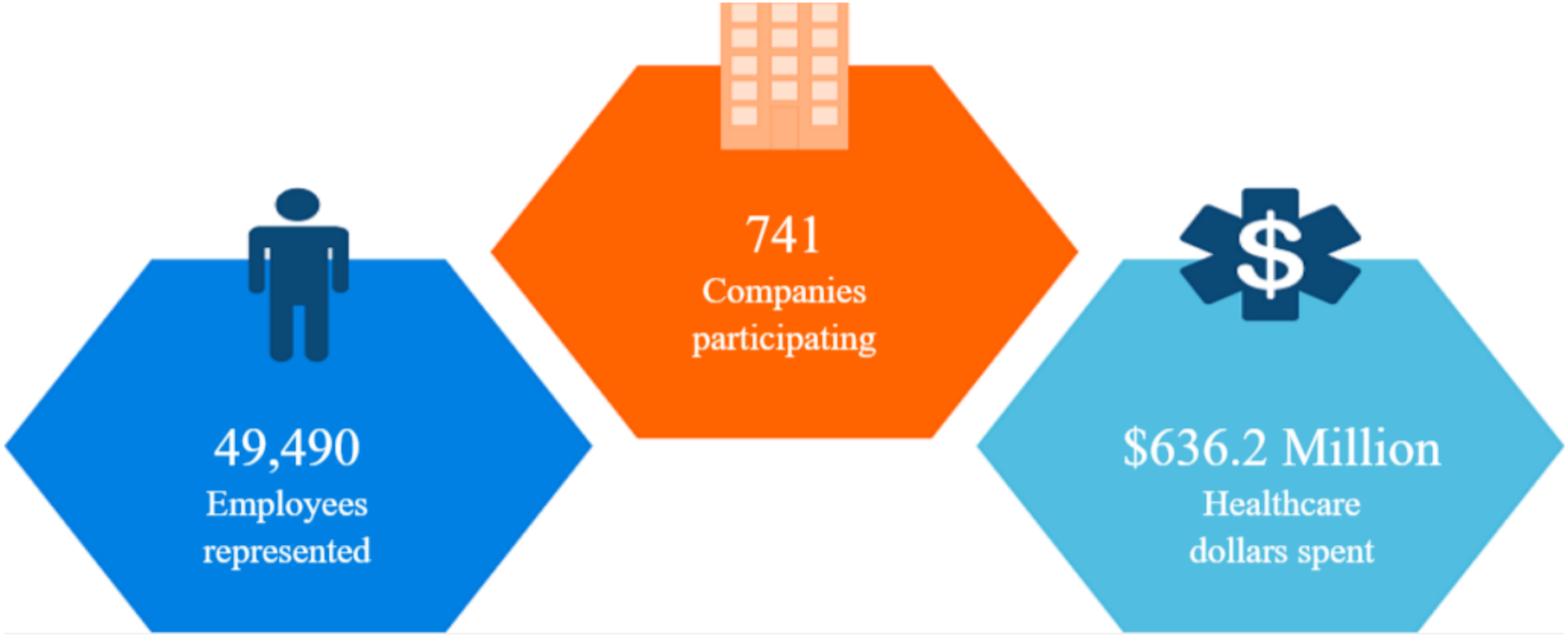
*Based on the 2022 BM1 survey responses

Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921120 Legislative Bodies); BM2 - State (Minnesota); BM3 - Company Type (Government Organization); No of Employees (51-100, 101-250, 251-500); Benchmark Year (2022);
08/24/2022
Produced by: North Risk Partners, LLC

Powered by: Milliman

Survey Summary Statistics

City of Brainerd



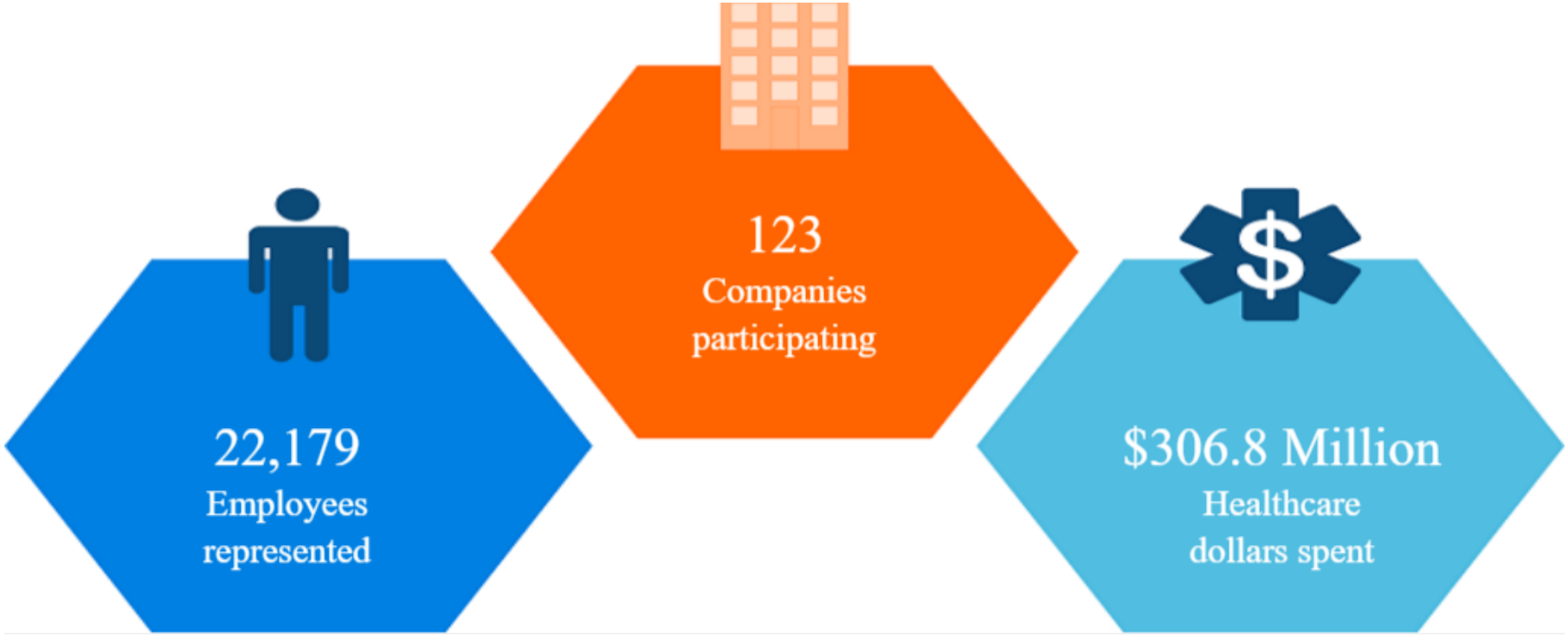
*Based on the 2022 BM2 survey responses

Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921120 Legislative Bodies); BM2 - State (Minnesota); BM3 - Company Type (Government Organization); No of Employees (51-100, 101-250, 251-500); Benchmark Year (2022);
08/24/2022
Produced by: North Risk Partners, LLC

Powered by: Milliman

Survey Summary Statistics

City of Brainerd



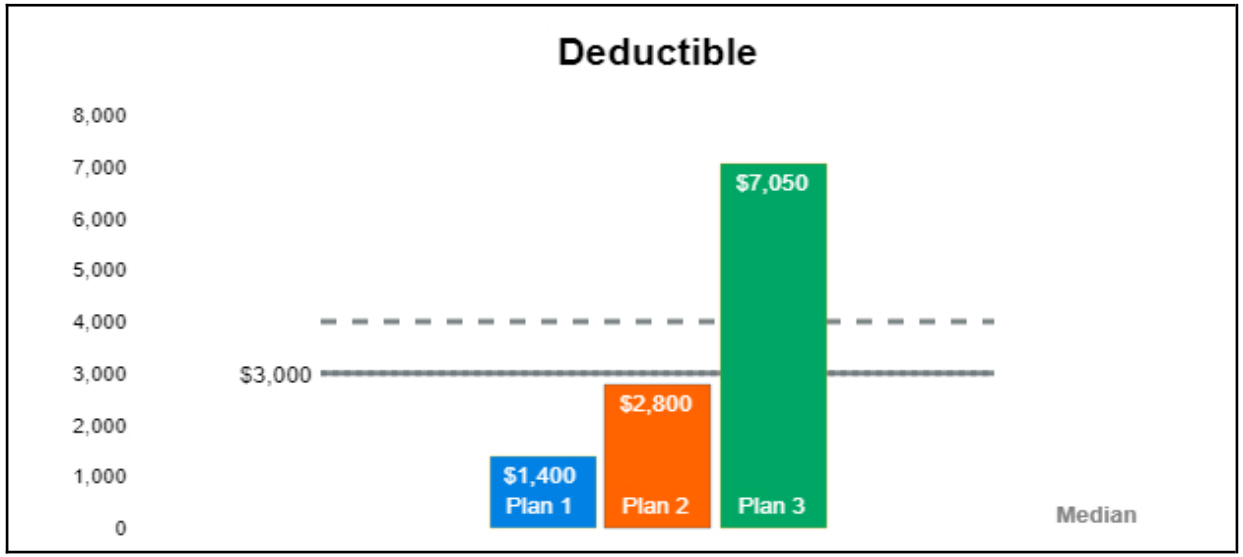
*Based on the 2022 BM3 survey responses

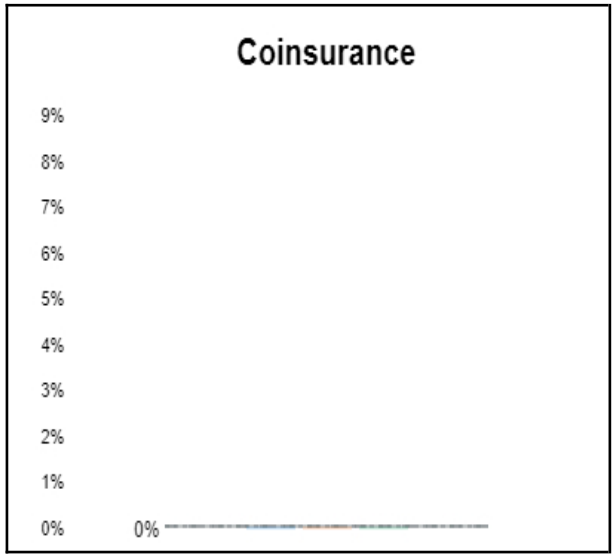
Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921120 Legislative Bodies); BM2 - State (Minnesota); BM3 - Company Type (Government Organization); No of Employees (51-100, 101-250, 251-500); Benchmark Year (2022);
08/24/2022
Produced by: North Risk Partners, LLC

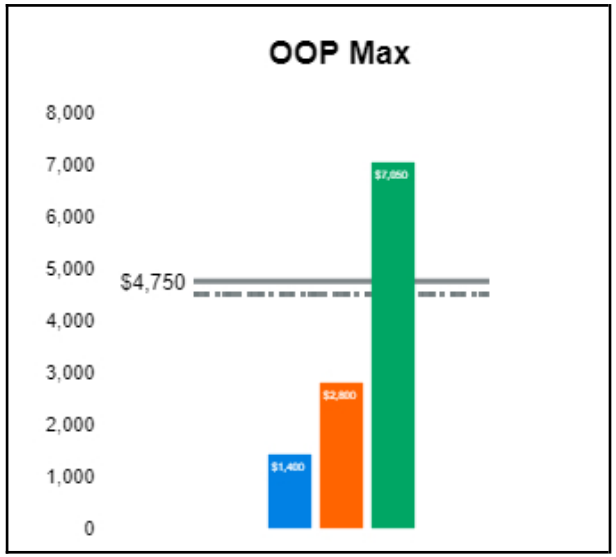
Powered by: Milliman

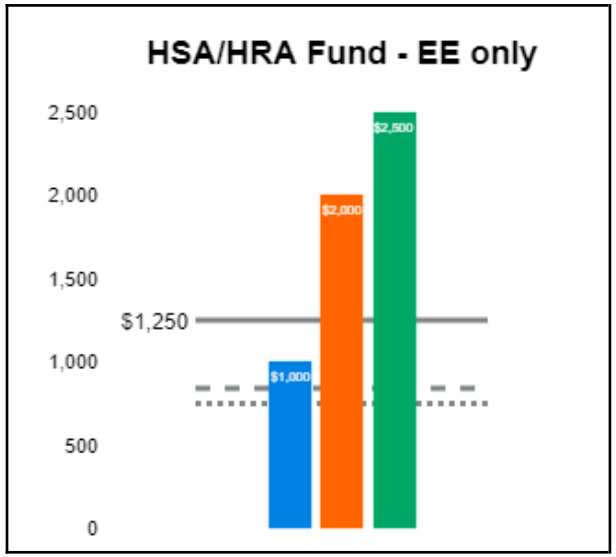
Medical Plan Design - HDHP

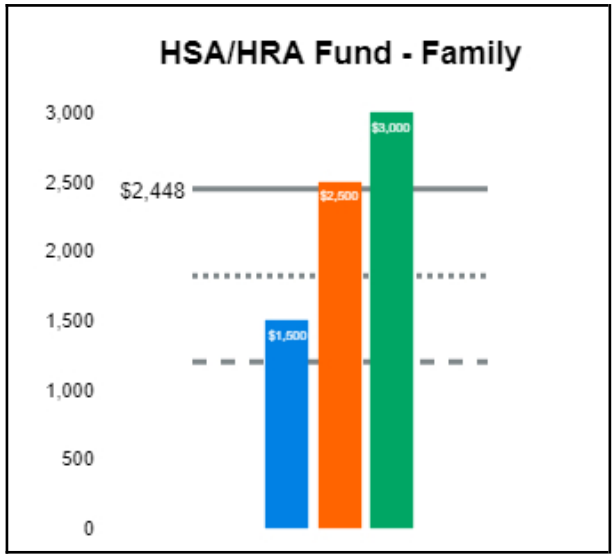
City of Brainerd











BM 1 BM 2 BM 3

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08/24/2022
Produced by: North Risk Partners, LLC

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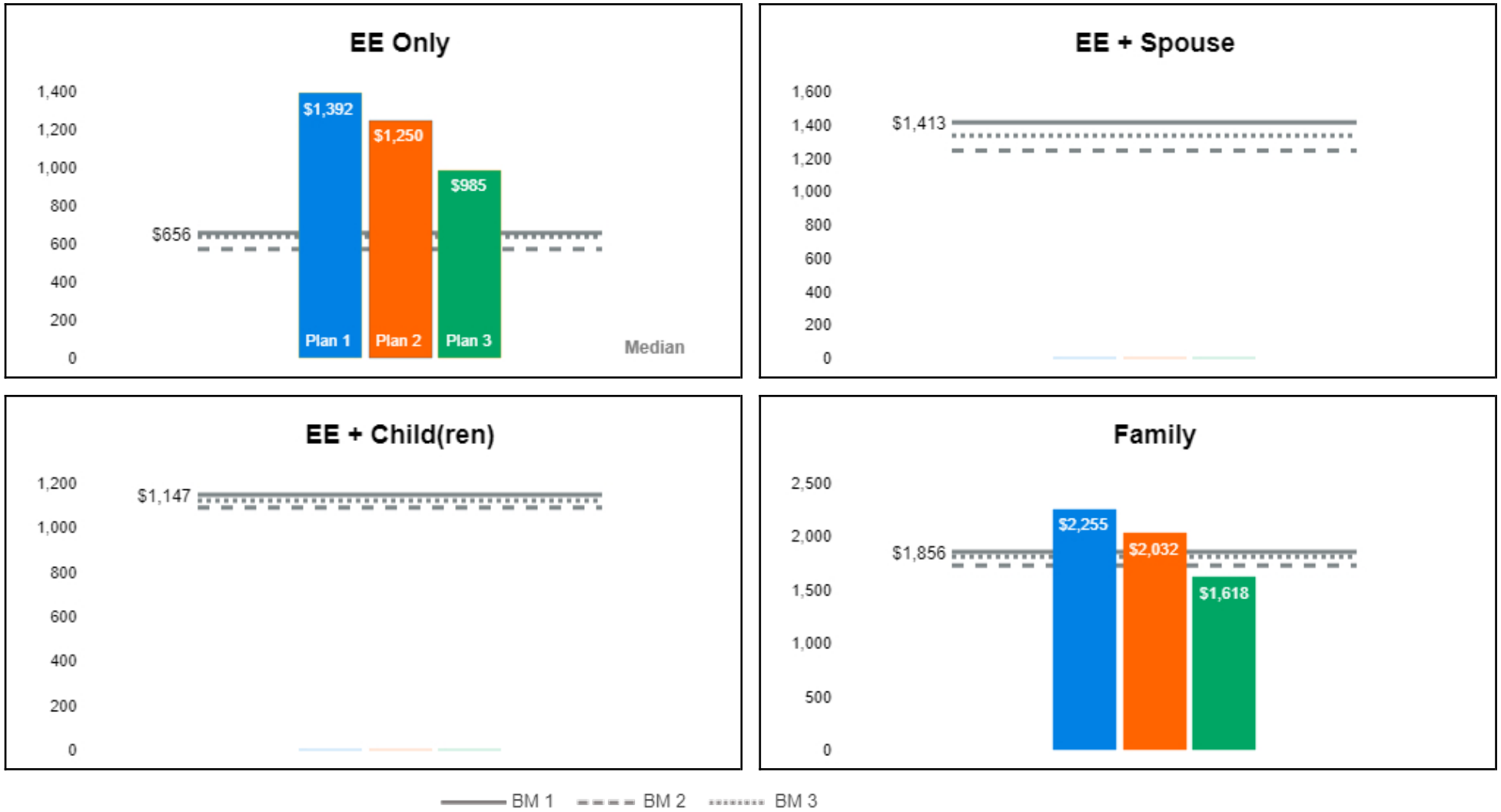
Medical Cost - HDHP

Total Premium ($)

City of Brainerd



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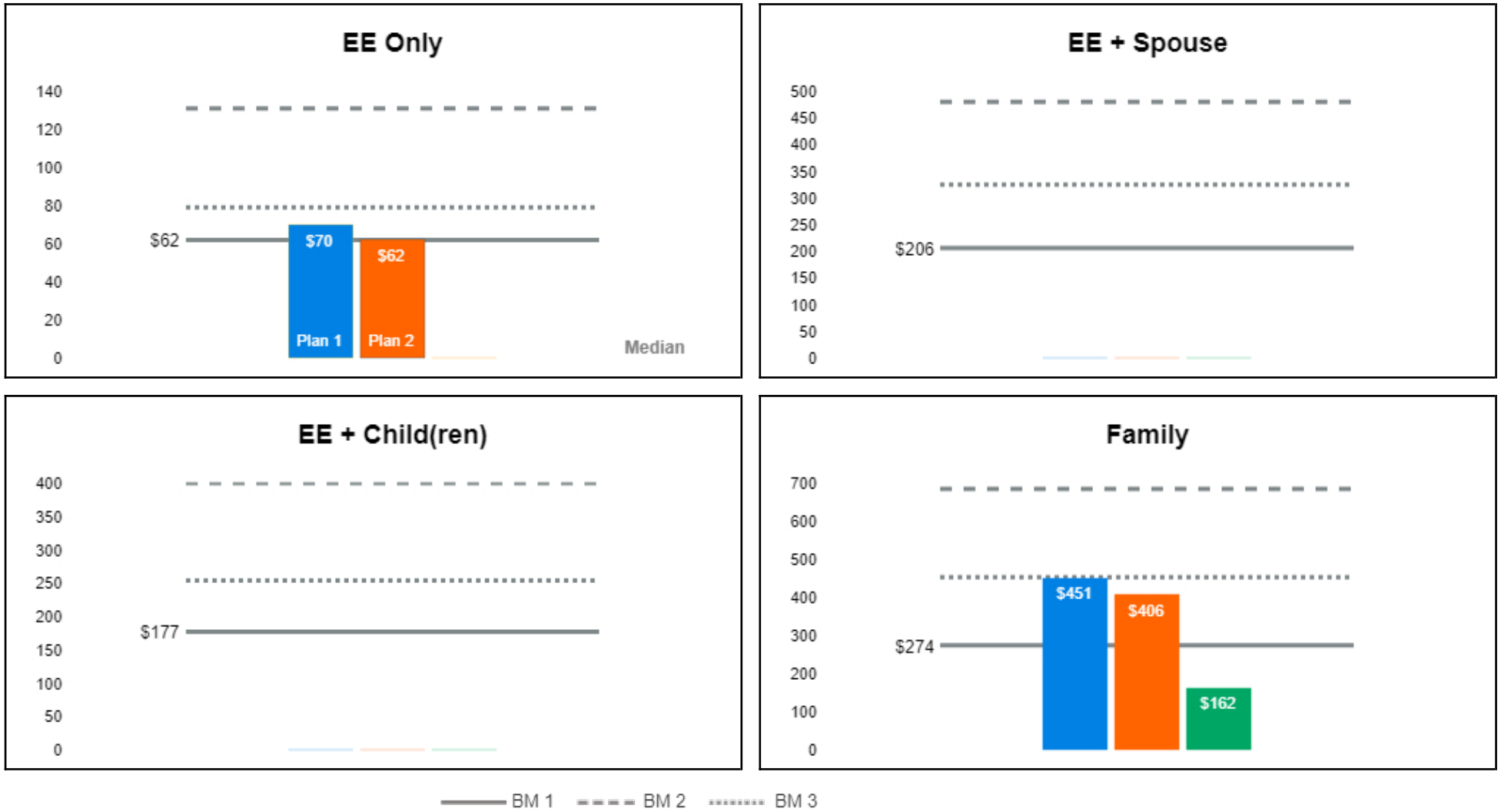
Medical Cost - HDHP

Employee Contribution ($)

City of Brainerd



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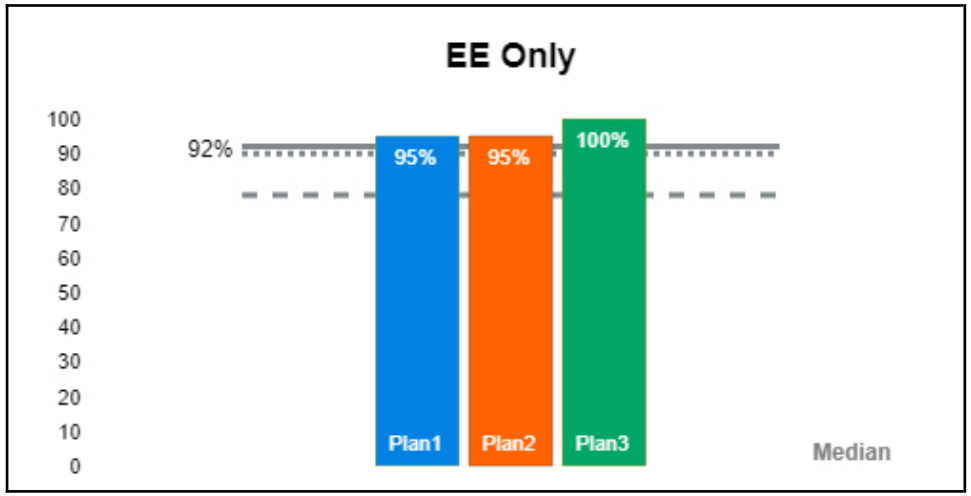
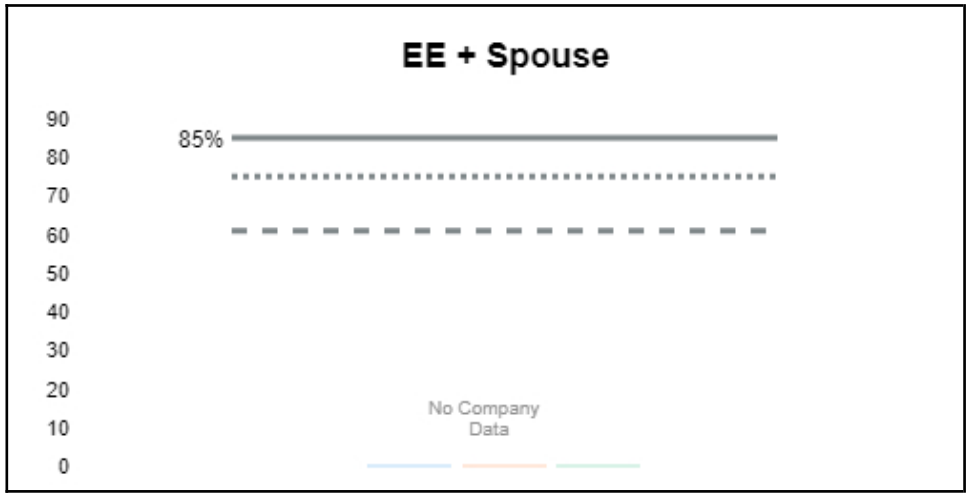
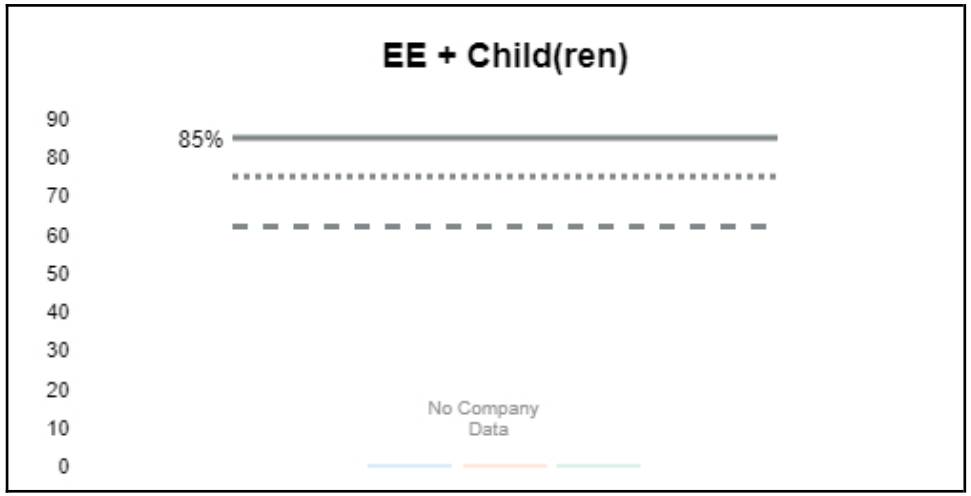
Medical Cost - HDHP

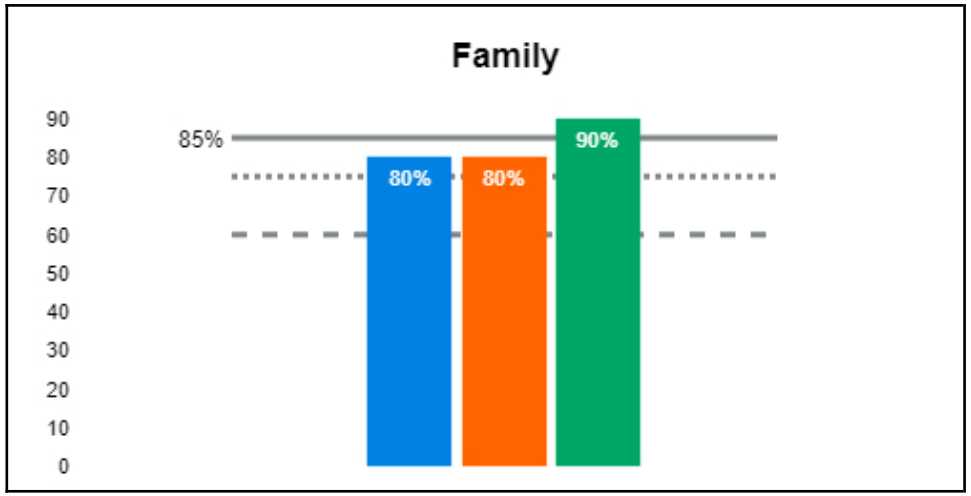
Employer Subsidy (%)

City of Brainerd









BM 1 BM 2 BM 3

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2022 TRENDS

Health Plan Management

- Direct Provider Contracting
- International RX Sourcing
- Self-Funded Captives
- PBM Carve Outs
- Reference Based Pricing
- ICHRA
- Healthcare Utilization Predictive Modeling
- Targeted Disease Management
- SIHRA

Employee Facing Solutions

- App-based Wellness Solutions
  - Physical Health
  - Mental Health and Support
  - Financial Wellbeing
- Expanded Virtual Enrollment and Education Solutions
- Onsite Care
- Virtual Wellness Fairs

2023 HEALTH PLAN RENEWAL

HealthPartners (Incumbent)

2022 HP Sourcewell Co-op initial renewal at 6.5% increase. Employee Insurance committee determined to hold off on marketing until the 2023 renewal year. NRP negotiated final increase without marketing, Sourcewell agreed to reduce to 3.7% (annual savings of ~$50,000) to demonstrate commitment to group as a pool member.

January 1, 2022 Renewal Action:

Group renews with 3 in-force plans, open access network:
Smart Plan 1: $1400-0
Smart Plan 3: $2800-0
Smart Plan 7: $7050-0

Health Plan Opt-out: $400

HSA ER Contributions:
$1400 plan: $1000 single, $1500 fam
$2800 plan: $2000 single, $2500 fam
$7050 plan: $2500 single, $3000 fam

Ancillary benefits through Integrity Benefits: Dental, Life, STD, LTD, Vision, Critical Illness, Accident
COBRA: WEX

HEALTH PLAN

2023 Sourcewell Insurance Pool Renewal

Carrier:	Better Health Collective - Sourcewell			NEW for 2023
Network:	Open Access			SMART PLAN OPTION
	HSA Rx Plus			HSA Rx Plus
Plan Name:	Smart Plan 1: $1500-0%	Smart Plan 3: $3,000-0%	Smart Plan 7(8): $7,500-0%	Plan 7: $5,850-0%
	In-Network			In-Network
Deductible			*(prev Plan 7)*	
Single	$1,500 *(prev $1,400)*	$3,000 *(prev $2,800)*	$7,500 *(prev $7,050)*	$5,850
Family	$3,000 *(prev $2,800)*	$6,000 *(prev $5,600)*	$15,000 *(prev $14,100)*	$11,700
Employee Coinsurance	0%	0%	0%	0%
Out-of-Pocket Maximum				
Single	$1,500 *(prev $1,400)*	$3,000 *(prev $2,800)*	$7,500 *(prev $7,050)*	$5,850
Family	$3,000 *(prev $2,800)*	$6,000 *(prev $5,600)*	$15,000 *(prev $14,100)*	$11,700
Preventive Services	100% Coverage	100% Coverage	100% Coverage	100% Coverage
Office Visits	Ded; then 0%	Ded; then 0%	Ded; then 0%	Ded; then 0%
Emergency Room Services	Ded; then 0%	Ded; then 0%	Ded; then 0%	Ded; then 0%
Inpatient Facility Services	Ded; then 0%	Ded; then 0%	Ded; then 0%	Ded; then 0%
Outpatient Facility Services	Ded; then 0%	Ded; then 0%	Ded; then 0%	Ded; then 0%
Prescription Drugs				
Preventive RX	Generic: $0/Brand $50 copay	Generic: $0/Brand $50 copay	Generic: $0/Brand $50 copay	Generic: $0/Brand $50 copay
Formulary Generic	Ded; then 0%	Ded; then 0%	Ded; then 0%	Ded; then 0%
Formulary Brand	Ded; then 0%	Ded; then 0%	Ded; then 0%	Ded; then 0%
Non-Formulary	no coverage	no coverage	no coverage	no coverage
Specialty Drugs	Ded; then 0%	Ded; then 0%	Ded; then 0%	Ded; then 0%
Out-of-Network Deductible/Coinsurance	$3,600/$6,000 Ded; 20% *(prev $2,800/$5,600)*	$6,000/$12,000 Ded; 20% *(prev $5,600/$11,200)*	$15,000/$30,000 **Ded; 20%** *(prev $14,100/$28,200)*	$11,700/$23,400 Ded; 20%
Out-of-Network Out-of-Pocket	$4,500/$9,000 *(prev $4,200/$8,400)*	$9,000/$18,000 *(prev $8,400/$16,800)*	$22,500/$45,000 *(prev $21,150/$42,300)*	$17,550/$35.100

This is a brief summary of benefits. The actual contract will prevail.

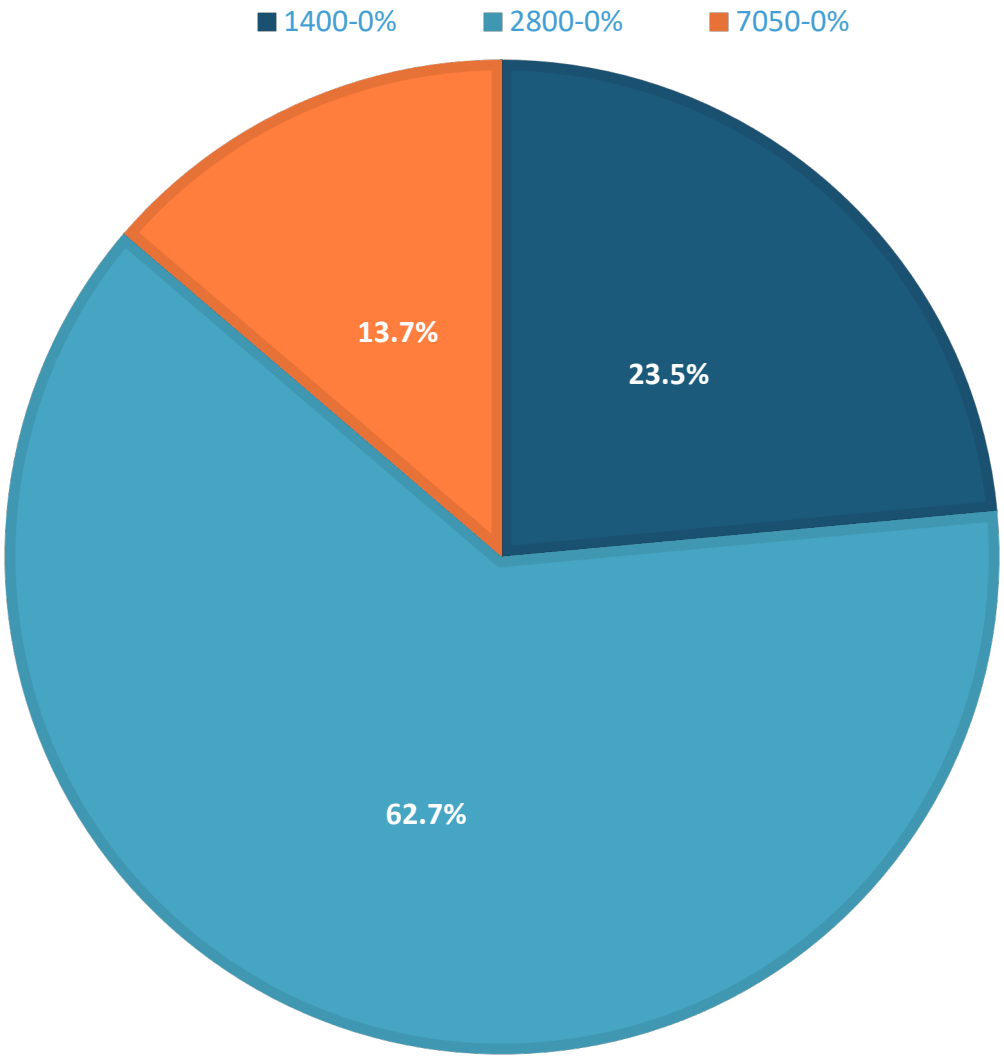
Premium Summary - Renewal Rates Effective January 1, 2023

	Plan Counts			CURRENT		
Contract Type	1	3	7	Smart Plan 1: $1400-0%	Smart Plan 3: $2,800-0%	Smart Plan 7: $7,050-0%
Single	11	28	7	$1,391.96	$1,249.72	$985.13
Family	13	36	7	$2,255.04	$2,032.36	$1,618.14
Monthly Premium				$44,627.08	$108,157.12	$18,222.89
Annual Premium				$535,524.96	$1,297,885.44	$218,674.68
Combined Current Plans - Annual Total					$2,052,085.08	

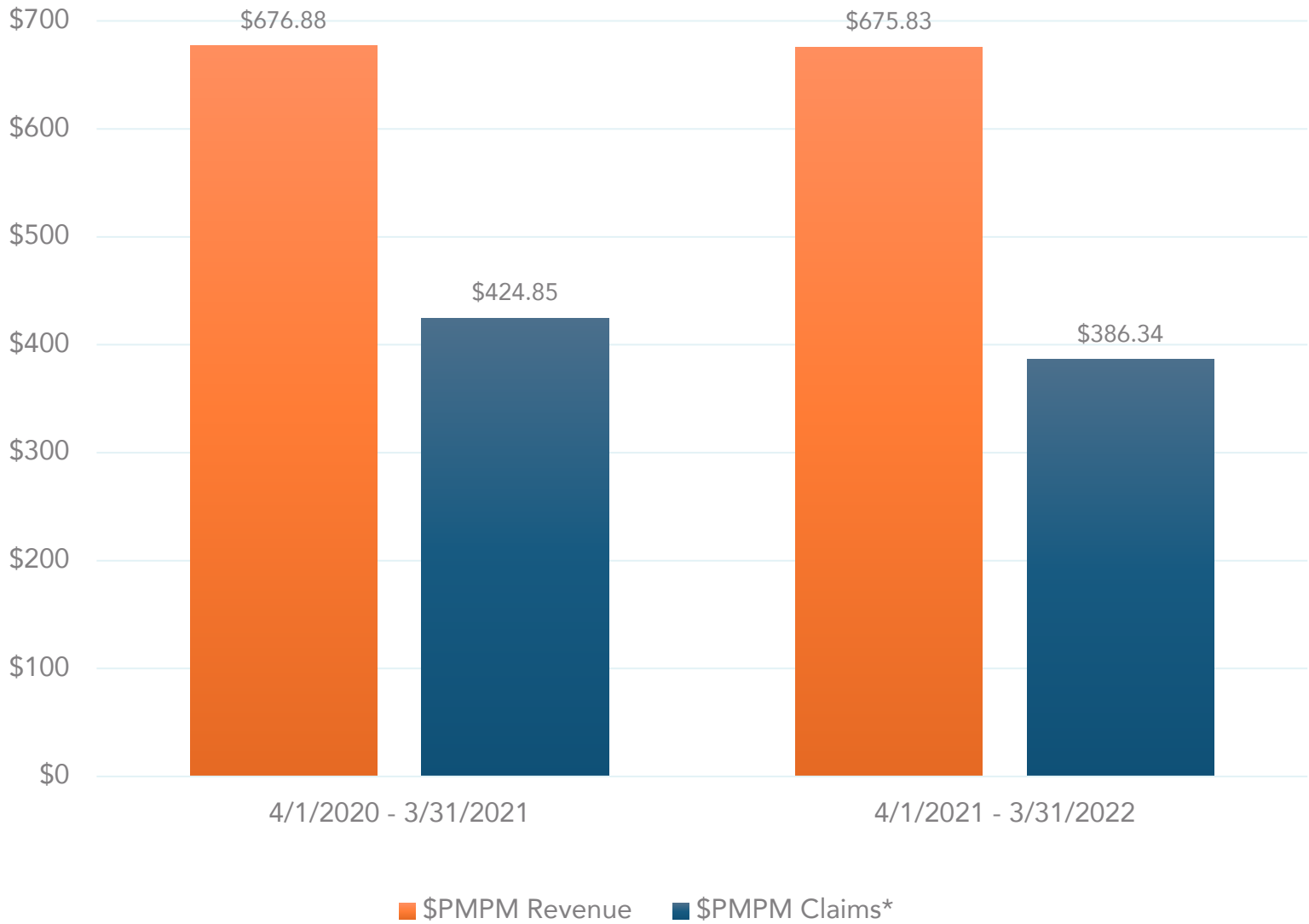
	Plan Counts			RENEWAL			
Contract Type	1	3	7	Smart Plan 1: $1500-0%	Smart Plan 3: $3,000-0%	Smart Plan 7(8): $7,500-0%	Plan 7: $5,850-0%
Single	11	28	7	$1,412.93	$1,283.86	$1,027.71	$1,102.53
Family	13	36	7	$2,357.82	$2,147.37	$1,729.72	$1,851.72
Monthly Premium				$46,193.89	$113,253.40	$19,302.01	
Annual Premium				$554,326.68	$1,359,040.80	$231,624.12	
Combined Renewal Plans - Annual Total					$2,144,991.60		
Difference from CURRENT by PLAN				3.51%	4.71%	5.92%	
Combined Renewal Increase Percentage					4.53%		
					Includes 2024 rate cap of 8% when employer renews with all Smart Plans		

	Plan Counts			REVISED RENEWAL			
Contract Type	1	3	7	Smart Plan 1: $1500-0%	Smart Plan 3: $3,000-0%	Smart Plan 7(8): $7,500-0%	Plan 7: $5,850-0%
Single	11	28	7	$1,433.72	$1,287.21	$1,014.68	$1,096.16
Family	13	36	7	$2,322.69	$2,093.33	$1,666.68	$1,800.52
Monthly Premium				$45,965.89	$111,401.76	$18,769.52	
Annual Premium				$551,590.68	$1,336,821.12	$225,234.24	
Combined Renewal Plans - Annual Total					$2,113,646.04		
Difference from CURRENT by PLAN				3.00%	3.00%	3.00%	
Combined Renewal Increase Percentage					3.00%		
					Includes 2024 rate cap of 9.5% when employer renews with all Smart Plans		

Plan Enrollment as of March 2022

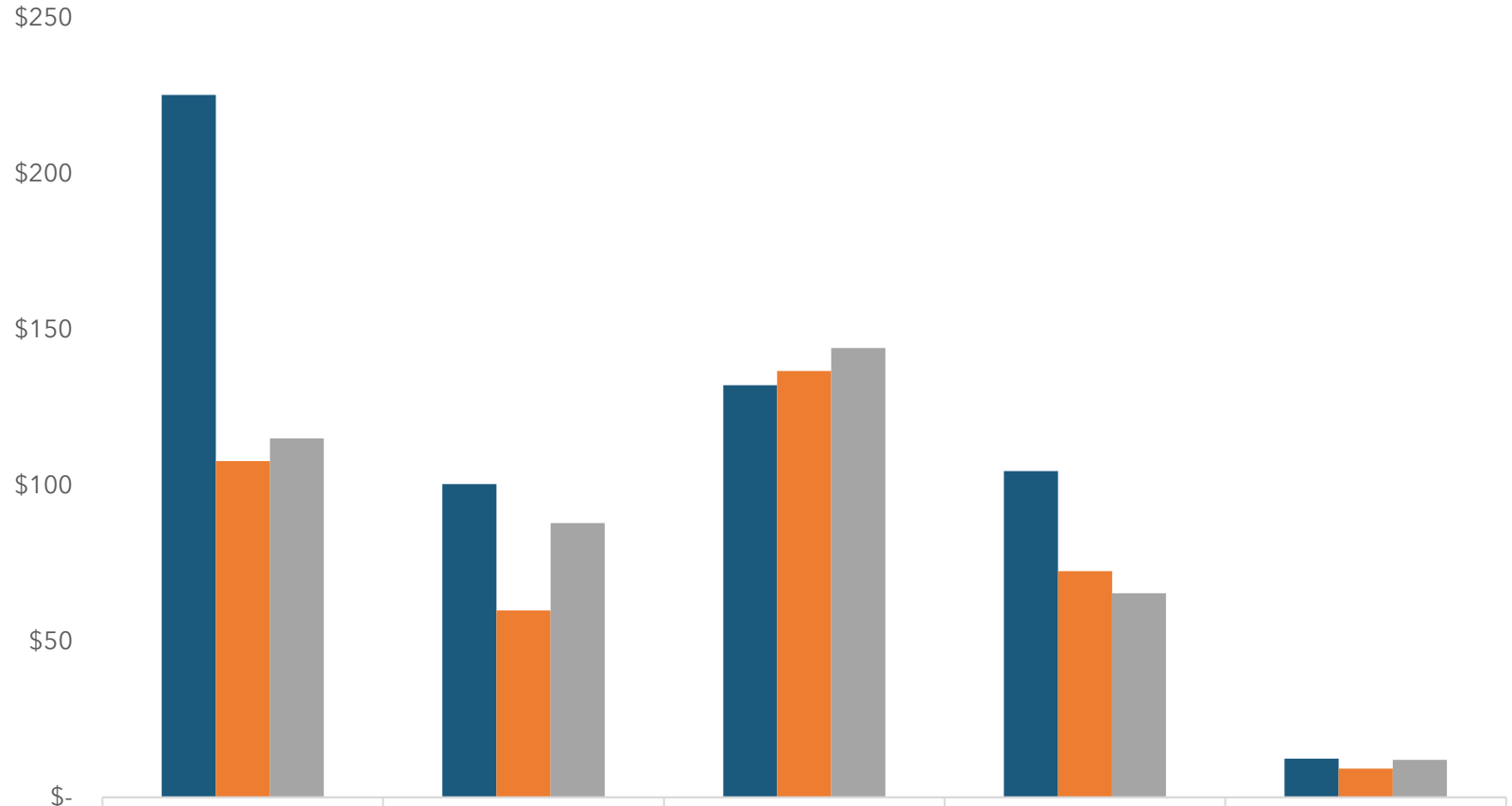


PMPM Premium vs. Claims



*Claims do not include IBNR

PMPM Claims by Service Type vs. HealthPartners Benchmark



	Professional	Hospital IP	Hospital OP	Pharmacy	DME, Transportation, Other
HP Average	$225.40	$100.51	$132.26	$104.72	$12.38
4/1/21 - 3/31/22	$107.83	$59.92	$136.77	$72.61	$9.23
4/1/20 - 3/31/21	$115.15	$88.02	$144.16	$65.48	$12.04

Sourcewell

Renewal Report Card

This report card is a resource for group decision makers and their advisors. It highlights important items that impact the costs incurred by their group. Decision makers can influence costs through the choices they make regarding eligibility, contributions, plan choices, and engagement in population health improvement programs.

Renewal Report Card for:	Brainerd, City of	Renewal Date:		1/1/2023
Key Item That Group Can Impact	Related Notes	Data	Points	Max Points
% Active Employees Participating	99 of 131 (124 of 156 per RVF)	76%	76	100
% Dependents on vs Employees on Plan	139 deps / 99 ees (census)	140%	140	200
Are Any Classes with < 50% on Plan?	-	No	50	50
Are Retirees Age 65+ on Plan?	1 on COBRA to help spouse (62); no retiree subsidy	No	50	50
Is Cash Paid to Waivers?	EE receives 400/mo; Mayor, City Counil, BPU receive	Yes	0	50
% of Smart Plans in Mix	3 of 3 plans are smart	100%	100	100
Other Carriers Sponsored by Group?	~25 eligible/participating on other: IUOE Local #49; T	Yes	0	50
Engaged in Wellness - Earned Grant?	Earned grant in 2021	Yes	50	50
Total Points			466	Max pts=550
Score %			85%	

Benefit Changes

Consult your plan documents for exact coverage terms.

Hearing Aids: Mandated Coverage			
Scope	**Effective Date**	**Current Benefit**	**New Benefit**
☑ Fully-insured groups ☑ Self-insured public entities ☐ Self-insured non-public entities	If the plan renews between July 1 and December 31, 2022, the change is effective upon renewal. Otherwise, the change is effective on January 1, 2023.	The plan must cover one hearing aid per ear every three years for members 18 years old and younger. Coverage follows the benefit for durable medical equipment.	The plan must cover one hearing aid per ear every three years for members of all ages. No dollar limit may be applied. Coverage follows the benefit for durable medical equipment.

Source: Centers for Medicare and Medicaid Services (CMS); Department of Health and Human Services (HHS); Minnesota Statute 62Q.675; Public Health Services Act Section 2711

Travel Reimbursement Benefit for Transplants and CAR-T Therapy			
Scope	**Effective Date**	**Current Benefit**	**New Benefit**
☑ Self-insured public entities ☑ Self-insured non-public entities	Upon renewal in 2023	Optional travel reimbursement benefit applies only to transplants and transplant-related services.	Optional travel reimbursement benefit applies to transplants, transplant-related services, and CAR-T therapy.

Source: HealthPartners

Standardized Benefits: Acupuncture, Bariatric Surgery, Habilitative Therapy			
	Effective Date	**Current Benefit**	**New Benefit**
	Upon renewal in 2023	Groups with custom (non-Smart) plans that are not standardized can choose to cover these services	Coverage for these services will be included following applicable benefits based on the type of service

Sourcewell

Understanding the Value

What's in it for your organization

Your organization will benefit as a member of the Better Health Collective in these key areas.

Preventive Rx Benefit:
Other plans without this could see a 2-3% increase to add this benefit, while all our Smart plans include this.

Open Access Network:
Narrower, more restrictive network plans could see a 2-10% increase to expand to our provider network.

Top Value Network Benefits:
Members can earn up to $1,000, have coinsurance waived, and travel reimbursed for care at Top Value providers.

Wellness:
Groups without wellness would spend $20-40 per employee, per month to recreate our engaging programs.

$0 Membership Fee:
Groups in other pools spend at least $10 per employee per month in additional fees. Instead, we receive 100% of any prescription rebate revenue, which is more than sufficient to cover Sourcewell's charge to the Collective for operational costs, leaving excess funds to help cover costs of our many valuable health plan improvement programs.

Better Together
If you agree that mid-sized public employers in Minnesota are "better together," and if you are committed to leading your people to the highest-possible state of wellness, then we are the pool for you.

Sourcewell

Rate Stability
By joining together with like-minded public employers, groups blend their volatile short-term experience to reduce the amount of wide swings in pricing otherwise experienced by groups working directly with carriers, and together maximizing long-term rate stability.

Self-insured Savings
As a self-insured joint risk pool, our members enjoy rate savings while the Better Health Collective bears the risk.

Rate Security
Members enjoy the equivalent of fully insured rates as opposed to exposing themselves to risks inherent with self-insurance.

Timely Renewals
We typically deliver January renewals the third week in August, and July renewals the first week of March. We meet in the months prior to delivery to update each other on anticipated changes.

Sourcewell

Wellness Platform
The WellRight online platform is available at no charge to participating employees and retirees, as well a spouse or one adult child of their choosing. This platform provides access to multiple wellness challenges, universities, learning labs, and resources to help members get the most out of their health and wellness plans. Groups can utilize grant funds to pay added fees for allowing access to other employees not on the health plan.

Wellness Program Management
HealthSource Solutions is a regional leader in providing wellness program management, providing each group custom support with development of their unique wellness plan, establishing wellness committees and objectives, setting up a custom wellness platform, monitoring results, and developing each group's unique culture of wellness.

Wellness Grants
A wellness program manager will have monthly contact with your group to assist you in developing and maintaining your unique wellness program and components including: committee, goals, portal, tracking, challenges, culture, and accountability. To help you afford to engage in the effort, we provide generous annual grants of approximately $50 per employee, per year. See details of our Wellness and Grants Policy on www.sourcewell-mn.gov/health.

Wellness Incentives
Up to $250 per employee, per year is available from our pool for awarding wellness incentives to employees who engage in your program, as tracked through a robust wellness portal available to member groups at no charge.

Sourcewell

Employee Assistance Program
The Better Health Collective pays HealthPartners for an EAP that is integrated with our behavioral health network. This includes three free counseling sessions per member, per year.

Workout Assistance
We provide all members access to the Wellbeats virtual fitness application, which assists members in working out anywhere, anytime. We also offer discounted access to gyms via ActiveandFit and GlobalFit.

Life-changing Programs
Omada is a leading program nationally, offered at no charge, to proactively assist every Collective member with coaching and support for pre-diabetes, diabetes, hypertension, and mental health. In addition to quality case and disease management programs offered by HealthPartners, the Collective has secured additional help for healthy pregnancies, cancer, and low back pain.

Infertility Assistance
We offer a special program through Progyny, who brings together the most cutting-edge science and the largest high-quality network of fertility specialists in the nation, to deliver superior clinical outcomes and shorten the path to pregnancy.

On-site Biometrics and Flu Shots

On-site biometric screenings and flu shots performed by health coaches are funded by the Better Health Collective's claims reserves and attributed to each group's claims experience.

Sourcewell

Premium Equivalents for Value Added Services

- Wellness grants: ~$4.00 PEPM
- Wellness incentives (earned/paid): ~$10.00 PEPM
- Wellness platform with program management: ~$4.00 PEPM
- Free onsite bio-metric screenings and flu shots: ~$2.00 PEPM
- Wellbeats workout app: ~$.35 PEPM
- Progyny infertility program: varies (includes $.45 PEPM admin fee)
- Free EAP with 3-free-consultations-per-incident: $1.10 PEPM
- Total of all health plan quality improvement programs: ~$21.90 PEPM
    - ~$10.82 of prescription rebate revenues exceeding Sourcewell fees help cover these costs
- Omada programs (pre-diabetes, diabetes, and hypertension): ~.6% of claims
- Total extra value provided by pool vs others: often over 4.0%

January 1 – Renewal Timeline

8/18/2022 – Annual Meeting

If renewal decisions are made…	Service Implications
On or before 10/15	Changes allowed, and we'll help support open enrollment meetings to be held 10/21 or after
Between 10/16 and 10/31	Changes allowed, and we'll help support open enrollment meetings to be held 11/11 or after
Between 11/1 and 11/15	Changes allowed, and we'll help support open enrollment meetings to be held 11/25 or after
After 11/16	No changes allowed, group will renew as is with standardizations as proposed, and we'll help support open enrollment meetings as best we can, however staff assistance will be limited

COMPLIANCE UPDATE

Limits to Know in 2023

High Deductible Health Plan (HDHP)

Minimum deductible

Single: $1,500 (up $100 from 2022)
Family: $3,000 (up $200 from 2022)

Maximum out-of-pocket costs

Single: $7,500 (up $450 from 2022)
Family: $15,000 (up $900 from 2022)

Health Savings Account (HSA)

Maximum contributions

Single: $3,850 (up $200 from 2022)
Family: $7,750 (up $450 from 2022)

Catch-up contributions

$1,000 (no change from 2022)

Flexible Spending Account (FSA)

Contributions

TBD

MEDICARE: WHAT TO EXPECT

Transitioning from Group Insurance to Medicare

Eligibility

- Age 65
- Coming off group plan 65+ (self or spouses)
- Qualifies you for a Special Election Period (SEP)

Disclaimer: *Please note this is a general checklist. As each client's situation varies, please consult with a licensed agent with any questions.*

Before transitioning to Medicare, use this checklist

- Part A
  - You will receive Part A when you turn 65 (If you did not delay Part A)
- Part B
  - File for Part B via Social Security (at least 30 days from desired Medicare start date)
- Coming off Employer Coverage?
  - File L564 form (If delayed due to Group Coverage: CMS40B)
- Have an HSA?
  - Stop contributions 1-6 months prior to Medicare start (contact agent for exact timeline)
- You must have creditable drug coverage either by your group or Medicare plan.
  - Failure to do so may result in **lifetime penalty**.

Employees Turning Age 65

MEDICARE

- An employee is eligible for Medicare the first of the moth of their 65th birthday
- The employee needs to contact the social security office to initiate Part A or Part A and Part B coverage (they can call up to 90 days in advance; here's the phone number (800) 772-1213).
- Eligible employees have the option to remain on the group plan or elect Medicare options along with a supplemental plan.
- Small Group Health Plans (a plan with fewer than 20 full-time, active employees) pay secondary to Medicare. To avoid possible late enrollment penalties or lack of secondary benefits from your employer, it is advised that Medicare-eligible beneficiaries enroll in Medicare Part A and Part B 90 days prior to their 65th birthday.

MEDICARE PART D

Is your plan considered a creditable drug plan per CMS guidelines? If not, the Medicare eligible employee will need to enroll in a creditable Part D plan to avoid penalties. To have a Part D plan, they will need to enroll in Medicare Part A. If you have an HSA plan, this will disqualify them from being able to contribute to a health savings account (HSA). See below.

HDHP with HSA

- If an employee enrolls in Medicare Part A or Part A and Part B, they are no longer eligible to contribute to an HSA. The employer is unable to contribute funds to the employee's HSA under the same circumstances. The HSA would freeze from further contributions, but money in the account remains available to use for eligible expenses.
- If an employee delays enrollment into Part A or Part A and B to keep their HSA eligibility, this could cause future issues when they do enroll. If a person delays Part A and then later enrolls, Social Security goes back six months for the effective date of Part A. This will cause an issue with the HSA. The IRS could impose penalties and taxes for the coverage for those six months since they were not eligible to be enrolled on an HSA plan because of dual coverage restrictions.

LIFE INSURANCE

- Most group life plans have an age reduction schedule that begins at age 65 (review plan details).
- If applicable, employer will need to notify the employee of the reduced amount. Conversion of the reduced amount to an individual policy may be available through carrier. This must be applied within 31 days of the reduction.

FSA / FLEX PLAN

Turning 65 does not change an employee's eligibility to participate in a Flexible Spending Plan.

Medicare Part D

HERE'S HOW TO COMPLETE YOUR REQUIREMENTS:

The only way to comply with the CMS disclosure is by submitting a disclosure form on the CMS website. The electronic form is very user friendly and should take you less than five minutes to complete. You will need the following information to complete the form.

- Group name and Federal Tax Identification Number
- Type of coverage and number of drug options offered
- Credible coverage status of drug options offered by the group
- Period covered by the disclosure (plan year)
- Name, title, email address of the group's authorized individual

The website is:

https://www.cms.gov/Medicare/Prescription-Drug-Coverage/CreditableCoverage/CCDisclosureForm.html

The filing deadline is 60 days after the first day of the plan year (your renewal date).

ADDITIONALLY

CMS has issued updated guidance on how to determine whether a prescription drug plan is deemed to be credible. The criteria are available at: http://www.cms.hhs.gov/creditablecoverage under guidance documents.

Creditable Coverage notices must be provided to Medicare Part D eligible individuals under the following circumstances.

- Prior to the Medicare Part D annual election period (October 15th each year)
- Prior to the individual's initial enrollment period
- Prior to the effective date of coverage for any Medicare eligible participant that joins the plan
- Within 30 days after the termination of a plan's prescription drug coverage or a change in its creditable coverage status
- Upon request by an individual

All group health plans offered by employers, unions, government employers and tribal organizations are required to notify the Centers of Medicare and Medicaid Services (CMS) of creditable or non-creditable status of prescription drug coverage on an annual basis.

Some information contained in this proposal is considered proprietary and/or trade secret status.

Consequently, no part of this proposal may be reproduced or distributed to a third party without the express written permission of North Risk Partners.

Sourcewell

March 2, 2022

Hello Participating Members of the Sourcewell Health Insurance Pool,

During the past few years, the extended Sourcewell team has been working on a review and refresh to the current Joint Powers Agreement for the Sourcewell Health Insurance Pool to achieve formal recognition of the Pool as a political subdivision joint health insurance pool from the Minnesota Department of Commerce. The Board of Trustees established a subcommittee of individuals from the Board and the Pool's Executive Committee to review the new Membership Agreement and Bylaws and inform the Board on any needed changes, updates, or clarifications. Further input was received from attorneys for the League of Minnesota Cities and the City of Brainerd, and their suggestions and comments have been incorporated.

You may recall an announcement at the annual meeting of a new name for our Pool – The Better Health Collective. This project provided the opportunity to rename our organization and clarify the roles of Sourcewell, our participating members, our Board, and related committees.

I am providing the finalized Membership Agreement and Bylaws (which has been approved by the Department of Commerce). We ask that this new agreement be executed and returned to Sourcewell as part of your upcoming renewal. In addition to the executed agreement, we are also asking for the documentation of the resolution passed by your respective council, commissioners, or board. Sourcewell has retained the services of an outside attorney, Steve Warch, to help guide us through this project. He has prepared a template resolution that can be used during your local government meeting.

Please reach out to me with any questions or further direction that I can provide. (320) 808-1336 or ryan.donovan@sourcewell-mn.gov

In service,

Ryan Donovan
Manager of Insurance Solutions
Sourcewell

RESOLUTION

XX:22

WHEREAS, the City of Brainerd is currently a Participant Member of the Sourcewell Risk Management Pool, pursuant to which the City of Brainerd obtains self-funded health insurance coverage for its eligible employees and their covered dependents; and

WHEREAS, the Sourcewell Risk Management Pool has determined that it is appropriate and necessary to obtain authorization from the Minnesota Department of Commerce to operate as a Political Subdivision Joint Self Insurance Pool in accordance with Minn. Stat. § 471.617 and Minn. R. Ch. 2785; and

WHEREAS, effective January 1, 2023, the self-funded health insurance coverage previously provided by the Sourcewell Risk Management Pool will be provided by the duly authorized Political Subdivision Joint Self Insurance Pool named The Better Health Collective; and

WHEREAS, Minnesota law requires Political Subdivision Self Insurance Pools to adopt bylaws containing terms and conditions required by Minnesota law, and a governance structure that complies with Minnesota law, which Participating Members must agree to adhere to; and

WHEREAS, the City of Brainerd wishes to join the Better Health Collective as a Participating Member effective January 1, 2023.

NOW THEREFORE, be it resolved that:

1. The City of Brainerd agrees to become a Participating Member of The Better Health Collective effective January 1, 2023.

2. As a Participating Member, the City of Brainerd approves the Membership Agreement and Bylaws of The Better Health Collective in the form attached hereto as Exhibit A.

Adopted this __th day of September, 2022.

_____
KELLY BEVANS
President of the Council

Approved this __th day of September, 2022.

_____
DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

MEMBERSHIP AGREEMENT AND BYLAWS
OF THE
BETTER HEALTH COLLECTIVE

Effective: July 1, 2022

INTRODUCTION

This combined Membership Agreement and Bylaws ("Agreement") is made by and between The Better Health Collective and the entities listed in Appendix A ("Participating Members" or "Members") to establish and govern the operations of the Better Health Collective Employee Health Benefits Pool (the "Pool").

WHEREAS, Minnesota Statutes, § 471.59, provides that two (2) or more governmental units may, by agreement, jointly or cooperatively exercise any power common to them; and

WHEREAS, the Participating Members are governmental units for purposes of Minnesota Statutes, § 471.59; and

WHEREAS, Minnesota Statutes, § 471.617, provides that certain governmental entities which together employ more than one hundred (100) employees may jointly self-insure employee health benefits; and

WHEREAS, together the Participating Members employ more than one hundred (100) employees; and

WHEREAS, the Participating Members have jointly established in full force and effect certain self-insurance arrangements to provide certain employee health benefits, and those arrangements constitute a self-insurance pool under Minnesota law, including Minnesota Statutes, § 471.617, and Minnesota Rules, Chapter 2785; and

WHEREAS, the Participating Members may, in the future, wish to jointly provide other employee benefits, permitted under applicable law, to their employees; and

WHEREAS, the Participating Members authorize the Board of Trustees to act as a joint board for the purpose of exercising certain powers as set forth in this combined Membership Agreement and Bylaws.

NOW, THEREFORE, each Participating Member in exchange for the mutual covenants, promises, and obligations contained herein, promises and agrees as follows:

ARTICLE I. NAME, PURPOSE, AND AUTHORITY

1.1 Name. The name of the Pool created herein is Better Health Collective.

1.2 Purpose. The purpose of the Pool is to provide health benefits and related services to eligible Employees, Former Employees, and Dependents of Participating Members.

1.3 Authority.

1.3.1 Sourcewell. Sourcewell is a statutory service cooperative authorized pursuant to Minnesota Statutes, § 123A.21, subdivision 7(a)(19) and § 471.617, subdivisions 1-2, to

create and operate a joint self-insurance pool for the purposes of providing employee health benefits to statutory and home rule charter cities, counties, school districts, and instrumentalities thereof that wish to jointly self-insure for such benefits. Sourcewell is the Sponsoring Association of the Pool, and it also qualifies as a Participating Member.

1.3.2 Participating Members. Participating Members are Sourcewell, statutory or home rule charter cities, counties, school districts, or instrumentalities thereof that wish to jointly self-insure for employee health benefits pursuant to Minnesota Statutes, § 471.617, subdivision 2.

1.3.3 Joint Powers Act. The governing bodies of Sourcewell (as the Sponsoring Association) and each Participating Member have entered this Agreement pursuant to the Minnesota Joint Powers Act, set forth at Minnesota Statutes, § 471.59, subdivision 1, to govern the formation, operation, and dissolution of the Pool.

1.4 Prior Agreements. This Membership Agreement and Bylaws shall supersede and terminate any prior agreement(s) or bylaws regarding Better Health Collective and its predecessor, the Sourcewell Risk Management Pool.

ARTICLE II. DEFINITIONS

2.1 Board of Trustees. "Board of Trustees," "Board," or "Trustees" mean the governing body of the Pool.

2.2 Bylaws. "Bylaws" mean the elements of this combined Membership Agreement and Bylaws, and any amendments thereto, which prescribe the purpose, governance, and administration of the Pool. References to "Membership Agreement" or "Agreement" include the Bylaws.

2.3 Commissioner. "Commissioner" means the Minnesota Commissioner of Commerce.

2.4 Covered Person. "Covered Person" means an individual enrolled for Coverage under the Plan.

2.5 Coverage. "Coverage" means the right of a Covered Person to benefits provided by the Pool, by virtue of the Coverage Document(s).

2.6 Coverage Document(s). "Coverage Document(s)" mean the document(s) specifying the characteristics and duration of Coverage provided through the Pool. Characteristics of Coverage include the kind of loss or benefit the Pool will reimburse, subject to specific exclusions, limitations, or deductibles.

2.7 Days. "Days" means calendar days.

2.8 Dependent. "Dependent" means the legal spouse or child under age 26 of an Employee or Former Employee of a Participating Member.

2.9 Employee. "Employee" means a current employee of a Participating Member who is eligible for participation in the Plan.

2.10 Employee Health Benefits Pool. "Employee Health Benefits Pool" means a self-insurance pool that covers employee health benefits, disability benefits, or both.

2.11 Financial Administrator. "Financial Administrator" means an entity engaged by the Board of Trustees to invest the Pool's assets and provide other financial or accounting services.

2.12 Former Employee. "Former Employee" means an individual previously employed by a Participating Member who is eligible for continuing participation in the Plan.

2.13 Membership Agreement. "Membership Agreement" or "Agreement" means this combined Agreement and Bylaws, and any amendments hereto, which prescribe the purpose, government, and administration of the Pool. References to "Bylaws" include this Membership Agreement.

2.14 Participating Member. "Participating Member" or "Member" means any Minnesota Political Subdivision that satisfies the Pool's membership requirements and has been approved by the Board of Trustees for participation in the Pool. The Pool's membership is limited to qualified Political Subdivisions. For the avoidance of doubt, the Pool shall not operate as a public/private pool, and shall not offer membership to any private entity.

2.15 Plan. "Plan" means any Plan maintained by the Board of Trustees and authorized by Minnesota law to provide employee health benefits to eligible Employees, Former Employees, and Dependents of Participating Members.

2.16 Policy Year. "Policy Year" means a 12-month period of employee health benefits coverage under a Plan offered by the Pool to a Participating Member.

2.17 Political Subdivision. "Political Subdivision" means a statutory or home rule charter city, county, school district, or instrumentality thereof, and includes any service cooperative that establishes or operates a self-insured employee health benefits pool.

2.18 Pool. "Pool" refers to Better Health Collective and means a self-insurance fund or agreement for the reciprocal assumption of risk established by or amongst two or more Political Subdivisions for coverage of their respective risks.

2.19 Premium "Premium" means the amount paid or to be paid by Participating Members for Coverage. "Premium" does not include assessments or penalties.

2.20 Reserve. "Reserve" mean amounts established as pool liabilities for all incurred losses, both reported and unreported, and for unearned Premiums, which are maintained pursuant standards established by the Board of Trustees in compliance with applicable Minnesota statutes and rules.

2.21 Runoff Pool. "Runoff Pool" means a pool that no longer has authority to self-insure, but that continues to exist for the purpose of paying claims, preparing reports, and administering transactions associated with the period in which the Pool provided Coverage.

2.22 Self-insure. "Self-insure" means to assume primary liability or responsibility for certain risks or benefits rather than transferring liability or responsibility to some other entity.

2.23 Service Company. "Service Company" means an entity engaged by the Board of Trustees to provide services related to the day-to-day operation of the Pool that are not already reserved for the Board, individual Trustees, Participating Members, the Financial Administrator, or another service provider.

2.24 Sponsoring Association. "Sponsoring Association" refers to Sourcewell and means a statewide nonprofit organization of Political Subdivisions that sponsors or organizes a pool, and which has as its primary purpose providing services to Minnesota Political Subdivisions that are not related to insurance or self-insurance.

2.25 Surplus. "Surplus" means the amount by which the Pool's assets exceed its liabilities and includes paid-in capital and retained earnings.

2.26 Trustee. "Trustee" means an individual selected pursuant to Article III to serve on the Board of Trustees and act on behalf of Participating Members.

ARTICLE III. BOARD OF TRUSTEES

3.1 Powers, Duties, and Responsibilities. The Board of Trustees shall be responsible for the operations and financial integrity of the Pool.

3.1.1 Authority to Delegate. The Board is responsible for operation of the Pool. The Board may delegate some or all of its responsibilities to the Chairperson or other Trustees between Board meetings. All responsibilities of the Pool not expressly delegated by the Board to the Sponsoring Association, to a Participating Member, to a Service Company, to a Financial Administrator, or other contractors, as authorized by Minnesota Rules, Part 2785.0800, are the responsibility of the Board.

3.1.2 Responsibilities. The Board of Trustees shall, at a minimum, have the following responsibilities:

(a) Fiduciary responsibility for the Pool's operations and financial condition, including but not limited to the review and approval of annual budgets and financial statements;

(b) Selection, supervision, and evaluation of the Service Company, Financial Administrator, auditor, insurer, and other service providers;

(c) On the basis of the Pool's overall financial condition, authorizing changes in practices related to premiums, reserve, or investment practices; and declaring assessments or dividends, as appropriate;

(d) Approving all reports to the Commissioner regarding Pool operations and status;

(e) Monitoring for delinquent premiums, loss experience, and the financial condition of members and authorizing disciplinary action or expulsion, as appropriate;

(f) Authorizing acceptance or rejection of applications for membership in the Pool;

(g) Developing and adopting Board policies as needed to ensure the day-to-day operations of the Pool are conducted in a compliant and transparent manner;

(h) Making or recommending changes to this Membership Agreement and Bylaws for the improvement of the Pool's operation and financial integrity;

(i) Monitoring the Pool's compliance with all applicable statutes and rules; and

(j) Such other activities necessary to carry out the purposes of this Agreement.

3.2 Board Structure. Pool operations shall be managed by a Board of Trustees consisting of seven (7) voting members, who shall include three (3) members representing Sourcewell as the Sponsoring Association. The remaining four (4) members of the Board of Trustees shall consist of one (1) elected official representing Participating Members that are local school districts; one (1) elected official representing Participating Members that are cities, counties, or other governmental units (CCOGA); at least one (1) staff person representing Participating Members that are local school districts or CCOGA; and one (1) at-large representative of Participating Members, who may be either an elected official or a staff person.

3.2.1 Selection of Trustees.

(a) Sourcewell shall appoint three (3) Trustees from its Board of Directors or staff. Sourcewell shall present its appointments to the Board of Trustees at least 30 days before the expiration of its Trustee's term or within a reasonable time after a Trustee appointed by Sourcewell resigns, is removed or disqualified as outlined below, or otherwise needs to be replaced.

(b) The remaining four (4) Trustees shall be appointed by the Labor Management Committee. The Labor Management Committee shall present its appointments to the Board of Trustees at least 30 days before the expiration of its Trustee's term or within a reasonable time after a Trustee appointed by the Labor Management Committee resigns, is removed or disqualified as outlined below, or otherwise needs to be replaced.

3.2.2 Term. Each Trustee may serve for a term of four (4) years and may be re-appointed for one (1) additional Term.

3.2.3 Resignation. Any member of the Board of Trustees may resign at any time upon written notice to the Board of Trustees or its Chairperson. Such resignation shall take effect on the later of the date specified in the notice or the date notice is received by the Board or the Chairperson.

3.2.4 Disqualification. A Trustee shall be disqualified from service if they no longer serve as an elected official for a Participating Member or as otherwise required by applicable Minnesota law or rule. A Trustee shall also be disqualified based on the unanimous vote of the Board of Trustees in the event a Trustee fails to fulfil his or her obligations as a Trustee or engages in conduct that calls into question a Trustee's honesty, integrity or suitability to serve as a Trustee.

3.2.5 Appointment of Successor Trustees. In the event of a Trustee's disqualification or resignation, a successor Trustee shall be appointed in accordance with section 3.2.1 to fulfill the resigning or disqualified Trustee's remaining term. Any person appointed as a Successor Trustee may be re-appointed for one (1) additional Term.

3.3 Meetings. The Board of Trustees shall meet no fewer than four (4) times each calendar year. The time, date, and location of regular meetings shall be determined by the Board.

3.3.1 Organizational Meeting. An Organizational Meeting of the Board of Trustees shall be held in March of each year, at which time the Board shall elect a Chairperson and appoint the members of the permanent committees as outlined below.

3.3.2 Annual Meeting. An Annual Meeting of the Board of Trustees and Participating Members shall be held for the purpose of reviewing the affairs of the Pool and its financials.

3.3.3 Special Meetings. Special meetings of the Board may be called by the Chairperson or any five (5) Trustees.

3.3.4 Quorum. A quorum at any meeting of the Board of Trustees shall consist of a majority of the elected Board of Trustees.

3.3.5 Voting. Unless otherwise provided herein, all decisions of the Trustees shall be made by majority vote of the Trustees present at the meeting at which such vote is taken. A quorum is required for any actions to be taken by the Trustees.

3.3.6 Minutes. Minutes of all regular, special, and emergency meetings of the Board of Trustees shall be sent to each Trustee within a reasonable time after the meeting.

3.3.7 Open Meetings Law. All meetings of the Board of Trustees shall be conducted in compliance with the Minnesota Open Meetings Law at Minnesota Statutes, Chapter 13D.

3.4 Committees. At the Organizational Meeting of the Board of Trustees, the Chair of the Board shall name the members of the permanent committees, as follows:

3.4.1 Labor Management Committee. The Labor Management Committee, as required pursuant to Minnesota Statutes, § 123A.25, shall consist of at least one (1) administrator and one (1) union member representing Participating Members that are local school districts; one (1) administrator and one (1) union member representing Participating Members that are CCOGA; one (1) member representing Former Employees of Participating Members; and one (1) school district and one (1) CCOGA member at large, who can be either an administrator or a union member. Two (2) members of the Board of Trustees shall serve as ex Officio, non-voting members of the Labor Management Committee, with one (1) Trustee representing the Sponsoring Association and one (1) representing Participating Members that are not the Sponsoring Association. The Labor Management Committee shall be tasked to perform the following functions and any other duties delegated to it by this Agreement or resolution of the Board of Trustees:

(a) Make recommendations regarding management matters related to Coverage;

(b) Assist in the preparation of the Annual Budget;

(c) Make recommendations regarding requests for expenses in excess of budget;

(d) Review quarterly and annual financial reports; and

(e) Review all applications for membership in the Pool and make a recommendation to the Board of Trustees.

3.4.2 Other Committees. The Board may designate other advisory or ad hoc committees and delegate authority to them in accordance with this Agreement and applicable Minnesota statutes and rules. The Board shall consider, but is not required to adopt, committee recommendations and proposals.

ARTICLE IV. MEMBERSHIP

4.1 Powers, Duties, and Responsibilities. Each Participating Member shall fulfill the duties and responsibilities as outlined herein. At the discretion of the Board of Trustees, failure by a Participating Member to fulfill its duties and obligations may constitute the basis for expulsion pursuant to Section 4.7.2 herein. These duties and responsibilities include, but are not limited to:

4.1.1 Compliance. The duty to fully comply with this Agreement, as written or amended; any delegation of authority from the Board of Trustees; Board policies and procedures; and applicable Minnesota statutes and rules.

4.1.2 Financial Obligations. The duty to pay to the Pool all Premiums, assessments, and other required contributions within the expected timeline and in the appropriate amounts.

4.1.3 Participation. The duty to actively participate in Annual Meetings and other Pool-related matters as requested or required by this Agreement or the Board of Trustees, and to promptly act on matters requiring resolution of the Member's governing body.

4.1.4 Cooperation. The duty to fully cooperate with the Board of Trustees, the Pool's Service Company and Financial Administrator, and any other service provider engaged by the Board.

4.1.5 Communication. The duty to notify Covered Persons within thirty (30) days if the Participating Member withdraws or is expelled from the Pool and any other circumstance in which the Member is obligated to provide notice to Covered Person.

4.2 Contractual Obligations.

4.2.1 Continuing Duties and Responsibilities. The duties and responsibilities of Participating Members, including the duty to comply with this Agreement, shall continue throughout the Member's participation in the Pool and thereafter as required herein.

4.2.2 Enforcement. This Agreement may be enforced in law or equity by the Board of Trustees or any Participating Member.

4.2.3 Consideration. Consideration for the duties and responsibilities imposed upon Participating Members is based upon the mutual promises and agreements set forth herein and the advantages each Member gains through participation in the Pool.

4.2.4 Liability. This Agreement does not constitute consent to liability for any claim against another Participating Member. Nor does it create a partnership, surety, indemnification, or liability for the general debts or claims against another Member.

4.3 Health Coverage Comparison Shopping and Collective Bargaining.

4.3.1 Member Obligations. The Board of Trustees is not capable or authorized to act on behalf of Participating Members with respect to their collective bargaining obligations. Specifically, but without limitation:

(a) Each Participating Member is solely responsible for meeting the collective bargaining limitations provided in Minnesota Statutes, § 471.6161, subdivision 5, which require that the aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of employees of an appropriate bargaining unit agree to a reduction in benefits;

(b) Each Participating Member shall be solely responsible for meeting the requirements specific to school districts pursuant to Minnesota Statutes, § 471.6161, subdivision 8, if applicable; and

(c) Each Participating Member shall be solely responsible for complying with the notice and other requirements regarding the adoption or dissolution of a self-insured employee benefit plan as set forth in Minnesota Statutes, § 471.617, subdivision 4.

4.3.2 Pool Obligations. Pursuant to Minnesota Statutes, §§ 471.617, subdivision 5 and 123A.21, subdivisions 7(c) and 12:

(a) The Pool shall rebid contracts for third party administration at least every four (4) years and otherwise comply with applicable Minnesota statutes and rules with respect to establishing Premiums related to employee health benefits; and

(b) The Board of shall not impose a fine or other penalty against a school district or other Political Subdivision that solicits bids and other information from competing sources of employee health benefits, provided such action does not occur within five (5) months prior to the end of the Participating Member's Policy Year. However, the Board may prohibit any school district or other Political Subdivision that solicits such a bid from participating in the Pool for up to one (1) year if the entity leaves the Pool to obtain other Coverage.

(c) Notwithstanding Minnesota Statutes, § 13.203, the Pool shall provide each Participating Member with the Participating Member's monthly claims data. All such data will be de-identified and shall not include identifying information as defined pursuant to Minnesota Statutes, § 144.291, subdivision 2(d). No

Participating Member or its employee or agent shall disclose any information about individual claims or total claims of an individual without the consent of the individual, except that the information may be disclosed to officers, employees, or agents of the Participating Member to the extent necessary to enable them to perform their duties in administering the health benefit program.

4.4 Eligibility and Application. Any Minnesota Political Subdivision may apply to enter the Pool by submitting a Request for Proposal (RFP) or application form and documentation establishing the prospective member's ability to meet the Pool's underwriting standards and any other nondiscriminatory membership criteria adopted by the Board of Trustees. All Coverage offered by the Pool shall be available to all Participating Members and to all eligible Employees, Former Employees, and Dependents according to the same underwriting standards. However, the Board shall not be required to accept prospective members that do not meet the Pool's underwriting standards.

4.5 Approval and Admission of New Members. Upon review and approval of the documentation outlined in Section 4.4 herein, the Board of Trustees shall adopt a resolution approving a prospective member's participation in the Pool and directing the Board Secretary to add the new Member to the list of Participating Members in Appendix A[1] upon receipt of:

4.5.1 Membership Agreement and Bylaws. An executed copy of this Agreement; and

4.5.2 Board Resolution. A resolution from the governing body of the prospective member outlining the prospective member's commitment to:

(a) Fully comply with this Agreement; Minnesota Rules, Parts 2785.0010 to 2785.1600, including joint and several liability; and other applicable Minnesota statutes and rules; and

(b) Participate in the Pool for a minimum of one (1) Policy Year. This initial commitment shall automatically renew for subsequent one-year terms unless the Participating Member provides notice of voluntary withdrawal pursuant to Section 4.7.

4.6 Effective Date. The effective date for membership shall be January 1 or July 1, whichever is closest to the date the Participating Member meets the requirements outlined herein. The Board of Trustees may permit entry into the Pool at other times and may impose restrictions and limitations with respect to such entry.

4.7 Leaving the Pool.

4.7.1 Voluntary Withdrawal. A Participating Member may withdraw from the Pool without penalty by providing notice to the Board of Trustees at least five (5) months before the end of the Participating Member's Policy Year subject to the following:

[1] Appendix A may be modified at any time to pursuant to this Agreement and Bylaws. Such modifications do not constitute an amendment to this Agreement and do not otherwise modify the terms and conditions herein.

(a) Withdrawal is prohibited if the Participating Member has not participated in the Pool continuously for a minimum of one (1) complete Policy Year or if there are outstanding Premiums or assessments owed by the Member.

(b) The Board shall notify the Commissioner under any circumstances in which the Member's withdrawal may cause the Pool to be in violation of the minimum annual Premium requirement as outlined in Section 8.2.2 herein or would otherwise compromise the Pool's financial integrity.

(c) Withdrawal is generally irrevocable upon receipt of the notice by the Board of Trustees. However, the Board may reject the notice if the Member's withdrawal is contrary to applicable law or revoke it at the request of the Member.

(c) The Pool shall pay eligible claims incurred by Covered Persons prior to the effective date of withdrawal ("Run Out Claims") provided such claims are presented to the Pool, or its designee, within 180 days after the effective date of the withdrawal. The withdrawing Member shall be responsible for any claims incurred after the effective date of the withdrawal and any Run Out Claims submitted to the Pool after the 180-day period ends.

4.7.2 Expulsion. No less than annually, the Board of Trustees shall review each Participating Member's status and experience to determine whether they meet any criteria for expulsion. Expulsion is subject to the requirements for voluntary withdrawal above except that a Member may be expelled with outstanding Premiums or assessments owing and regardless of whether the minimum membership commitment has been satisfied, if applicable. Criteria for expulsion include:

(a) Failure to remit any Premium, assessment, or penalty in the amount required by the date due;

(b) Failure to comply with this Agreement and Bylaws, a delegation of authority from the Board, Board policies and procedures, or applicable laws and rules;

(c) Failure to perform other assigned obligations with respect to the Pool or any Plan;

(d) Failure to satisfy the standards of financial integrity adopted by the Board; or

(e) Other action or failure to act which the Board of Trustees determines to be detrimental to the interests of the Pool or any Plan.

4.7.3 Member Interest in Surplus Following Withdrawal or Expulsion. A Member that withdraws or is expelled from the Pool has no right to a share of the Pool's Surplus.

ARTICLE V. ADOPTION AND AMENDMENT OF BYLAWS

5.1 Adoption. This combined Membership Agreement and Bylaws is intended to describe the purpose, governance, and operations of the Pool, and to satisfy applicable Minnesota statutes and rules. The Agreement shall be adopted, in writing, by resolution of the governing bodies of each of the Pool's Participating Members.

5.2 Amendment. The Board of Trustees shall have the authority to amend or restate this Agreement and Bylaws at any time, provided such action is taken by resolution at a duly noticed meeting of the Board with an agenda that specifically includes the amendment or restatement as an item of business. The Board of Trustees shall solicit the advice and counsel of the Labor Management Committee in considering any material amendment to this Agreement. The Chairperson shall file any changes to this Agreement with the Commissioner within thirty (30) days after adoption.

ARTICLE VI. SERVICE COMPANY

6.1 Powers, Duties, and Responsibilities. The Board of Trustees shall engage a Service Company to perform services necessary to the Pool's day-to-day operations and the administration of Coverage, except those services and responsibilities reserved to Sourcewell, other Participating Members, the Board, individual Trustees, the Financial Administrator, the accountant, or other service providers. Such services may include but are not limited to: account and record keeping; billing and collection of Premiums and assessments; claims investigation, settlement, and reserving; claims payment, including those subject to stop-loss insurance or member deductibles; general administration; loss control; and underwriting.

6.2 Selection.

6.2.1 Qualifications. The Board shall select a Service Company licensed by the Commissioner as a self-insurance plan administrator, an insurance company authorized to transact insurance in Minnesota, or a service plan corporation.

6.2.2 Procedures.

(a) The Board may issue a request for proposal (RFP) with respect to a need for a Service Company at any time, but at least every four (4) years.

(b) The Board shall evaluate responses to the RFP in accordance with applicable law, and criteria adopted by the Board and select a Service Company qualified to provide the required services. Notwithstanding the above, the Board may negotiate with any entity that responds to the RFP or disregard the responses altogether.

(c) In evaluating a Service Company, the Board shall verify the entity's licensures and consider its experience in delivering service required. The Board shall also ensure there are no potential conflicts of interest between the entity and the Pool.

6.3 Compensation and Agreement. The Board shall negotiate with the Service Company with respect to compensation and other necessary terms, which shall be documented in a contract approved by the Board and executed by the Chairperson and the Service Company.

6.4 Annual Review. The Board shall conduct an annual review of the Service Company's performance and take necessary action if the entity is not performing as expected or required pursuant to the Boards contract with the Service Company.

ARTICLE VII. FINANCIAL ADMINISTRATOR

7.1 Powers, Duties, and Responsibilities. The Board of Trustees shall engage a Financial Administrator to invest the Pool's assets and provide other necessary financial or accounting services. Certain duties relating to financial administration of the Pool may also be delegated to Sourcewell or another Participating Member. Investment of the Pool's assets shall be subject to Minnesota Statutes, § 118A.04, with regard to the permitted types of investments, maturities, and depositories. Pool assets shall not be invested in securities or debts of a Participating Member or any entity under contract with the Pool.

7.2 Selection. The Board shall engage a Financial Administrator that employs persons trained and experienced in money management and investments and possess no less than five (5) years' experience as an organization in these specialties with demonstrated competence. The Board may not engage a Financial Administrator that employs an owner, officer, employee, or agent of the Service Company or any subcontractor of the Service Company.

7.3 Compensation. The Board shall negotiate with the Financial Administrator with respect to compensation and other necessary terms, which shall be documented in a contract approved by the Board and executed by the Chairperson and the Financial Administrator.

7.4 Annual Review. The Board shall conduct an annual review of the Financial Administrator's performance and take necessary action if the entity is not performing as expected or required pursuant to the Boards contract with the Financial Administrator.

ARTICLE VIII. COVERAGE, PLAN PARTICIPATION, AND PREMIUMS

8.1 Coverage. As an Employee Health Benefits Pool, the Pool shall provide only employee health benefits, disability benefits, or both, as those terms are defined herein.

8.1.1 Changes in Coverage. The Board of Trustees may, from time to time, amend or terminate an existing Plan, or adopt a new Plan.

8.1.2 Notice of Changes in Coverage. Participating Members shall be solely responsible for notifying their Employees, Former Employees, and Dependents of changes to any Plan(s) offered by the Pool. In addition, each Participating Member shall be solely responsible for meeting obligations related to collective bargaining of benefits pursuant to Section 4.3.

8.1.3 Coverage Administration and Related Requirements. The Pool is subject to the state statutes and rules applicable to insurance companies that provide insurance similar to the coverage offered by the Pool. Such requirements include, but are not limited to, Minnesota Statutes, Chapters 60A, 62A, 62E, 65A, 65B, 70A, 72A, and 72C, 79, and 176, and rules adopted under these chapters concerning:

(a) Filing and requesting approval for coverage documents;

(b) Coverage document content and language;

(c) Mandated benefits, including coverage conversion and continuation;

(d) Coverage administration, including notices to Covered Persons;

(e) Claims administration; and

(f) Other practices affecting coverage.

8.1.4 Uniform Underwriting. All Coverages offered by the Pool shall be available according to the same underwriting standards to all Participating Members and, if applicable, to all Member's Employees, Former Employees, and Dependents.

8.1.5 Continuing Responsibility. Notwithstanding cancellation or termination of Coverage to a specific Participating Member, ceasing to offer a particular Coverage or ending or revocation of the Pools authority to self-insure, the Pool retains indefinitely all responsibilities to Members and other Covered Persons associated with the period while Coverage was in force. This responsibility ceases only after the Pool dissolves pursuant Section 12.4 herein.

8.2 Premiums.

8.2.1 Schedule. Participating Members shall pay Premiums owed on a monthly basis with payments due in the month before the Premium is earned. The Board of Directors shall promptly take action to collect past due Premiums. Collection costs shall be the sole responsibility of the delinquent Member.

8.2.2 Minimum Annual Premium. The Pool shall maintain an annual premium volume in accordance with applicable statutory requirements. The Pool shall monitor its premium volume to ensure it is meeting statutory requirements, or other premium volume amount approved by the Commissioner, and shall comply with any and all requirements to notify the Commissioner regarding its premium volume.

8.2.3 New Pool Deposit Premium. The Pool shall maintain an initial deposit premium for its first year of operations in an amount that complies with applicable statutory requirements or pursuant to an arrangement approved by the Commissioner.

8.2.4 Premium Changes. The Board of Directors shall conduct an annual review, based on sound actuarial principals, of Premiums to determine whether a rate adjustment is required for any Participating Member(s) or Plan(s). Premium changes shall be approved by the Board and disclosed to Participating Members at least sixty (60) days prior to the effective date of the change. Participating Members shall be solely responsible for notifying Covered Persons and appropriate union representatives of such changes.

8.3 Former Employees. Participating Members shall be responsible for determining who, if any, of their Former Employees remain eligible for Employee Health Benefits. If the Member withdraws or is expelled from the Pool, its Former Employees shall no longer be eligible for Coverage.

ARTICLE IX. FINANCIAL INTEGRITY

9.1 Standards of Financial Integrity. The Board of Trustees shall establish written standards of financial integrity for the Pool. These standards shall comply with applicable Minnesota law and rule, including, but not be limited to, the following:

9.1.1 Pool Assets. The Pool's assets:

(a) Shall not be commingled with the assets of any Participating Member;

(b) Shall not be loaned to anyone for any purpose or used as security for a loan, except as permitted for investments;

(c) Shall be employed solely for the purposes stated in this Membership Agreement and Bylaws, and applicable Minnesota law and rule; and

(d) Shall not be considered the property or right of any Participating Member or Covered Person, except for benefits under the Coverage Documents, for declared dividends or distributions, if any, or for its portion of assets remaining after the Pool's dissolution.

9.1.2 Sources of Funds.

(a) Except for stop-loss coverage as described below, the Board shall not borrow money, issue debt instruments, or obtain funds through subrogation.

(b) The Board may receive funds only from:

i. Legal action to collect delinquent debts;

ii. Participating Members or jointly and severally liable past Members, as applicable, as Premiums, assessments, and penalties;

iii. Its insurers and indemnitors pursuant to applicable agreements;

iv. Dividends, interest, or proceeds from the sale of investments;

v. Refunds of excess payments;

vi. Coordination of benefits with other insurance programs; and

vii. Collection of money owed to the Pool.

9.1.3 Use of Pool Assets. The Board of Trustees shall expend funds for payment of losses, expenses, and for other costs customarily borne by insurers under conventional insurance policies in Minnesota, and for any other purpose permitted or provided by applicable law.

9.1.4 Reserves. The Board of Trustees shall establish Reserves for all incurred loses, both reported and unreported, and for unearned Premiums. To the extent the amount of loss is uncertain, the reserve shall be set conservatively. As the degree of uncertainty is changed by new events or information, the amount of the reserve shall be modified accordingly. Accounting for Reserves shall be as required by the financial statement forms and instructions under Minnesota Rules, Part 2785.1600, subpart 2.

9.1.5 Fidelity Bond. All individuals who handle, or who have authority to gain access to, Pool funds, including Trustees, shall be covered by a fidelity bond or policy of insurance

coverage approved by the Commissioner covering losses from dishonesty, robbery, forgery or alteration, misplacement, or mysterious or unexplainable disappearance. The amount of coverage for each occurrence shall be $300,000 or more. The Pool shall purchase a fidelity bond or policy of insurance coverage approved by the Commissioner covering the required service providers and individuals or submit to the Commissioner separate proof of coverage for all required service providers and individuals not covered under the Pool's bond or applicable insurance coverage.

9.1.6 Separate Accounts. The Board of Trustees may, but shall not be required to, establish separate accounts for the payment of claims or certain types of expenses. The accounts shall be used only by the Service Company, its authorized subcontractors, or the Financial Administrator, as appropriate to the account's purpose. The amount in these separate accounts shall not exceed an amount reasonably sufficient to pay the claims or expenses for which the account is established. All monetary and investment assets not in such accounts shall be under the control of the Pool's Financial Administrator.

9.1.7 Maintenance of Sound Financial Condition. The Board of Trustees shall regularly monitor the Pool's revenues, expenses, and loss development, and evaluate its current and expected financial condition.

(a) If necessary, the Board shall attempt, in good faith, to maintain or restore the Pool's sound financial condition, using any means at its disposal, including, but not limited to, adjusting premium rates, underwriting standards, dividend rates, expulsion standards, and other powers granted by applicable Minnesota law or rules and this Agreement and Bylaws.

(b) If the Board's actions are inadequate to maintain or restore the Pool's financial condition, the Commissioner shall, as appropriate, order an increase in premium rates, revoke the Pool's self-insurance authority pursuant to Section 12.3.2 herein, or order than an assessment be levied against Participating Members under Section 9.5 herein.

9.2 Reporting.

9.2.1 Financial Statements. The Board of Trustees shall prepare annual financial statements containing a statement of net position; statement of revenues, expenses, and changes in net position; and a statement of cash flows. Such statements:

(a) Shall be filed with the Commissioner no later than 60 days after the end of the Pool's Fund Year; and

(b) Shall be audited by an independent certified public accountant, who shall submit a report to the Commissioner within 180 days of the end of the Pool's Fund Year.

(c) Every second annual financial statement shall be accompanied by a statement from a qualified actuary concerning the statement of net position items that are based on actuarial assumptions and methods. The form of the actuary's statement and the scope of their review shall comply with the Commissioner's instructions.

(d) The Pool shall file quarterly reports with the Commissioner, in the event the Commissioner requires quarterly reporting to ensure the Pool's financial integrity.

9.2.2 Annual Status Report. No later than 60 days after the end of the Pool's Fund Year, the Board of Trustees shall file with the Commissioner a statement describing any changes that have occurred in the information filed with its initial application for authority to self-insure or its most recent status report.

9.3 Joint and Several Liability.

9.3.1 Pool Liabilities and Expenses. Pursuant to Minnesota Rules, Part 2785.1400, subpart 1(A):

(a) Each current Participating Member shall be jointly and severally liable for all Pool liabilities and expenses; and

(b) Each past Member shall continue to be jointly and severally liable for the Pool's liabilities and expenses for three (3) complete Fund Years after leaving the Pool. Each past Member shall continue to be jointly and severally liable for the Pool's liabilities and expenses for a period of three (3) complete Fund Years after leaving the Pool. After the period of continuing liability, past Members are no longer jointly and severally liable for the Pool's liabilities and expenses, unless runoff pool liability is applicable.

9.3.2 Runoff Pool Liabilities and Expenses. All current Members participating in the Pool at the time self-insurance authority ends continue to be jointly and severally liable for the Pool's liabilities and expenses until the Pool is dissolved. All past Members that are jointly and severally liable for the Pool's liabilities and expenses at the time its self-insurance authority ends continue to be jointly and severally liable until the Pool is dissolved.

9.4 Assessment. The Board of Trustees may levy an assessment against current and past Participating Members under the following circumstances:

9.4.1 Assessment to Correct a Deficit. If the Pool's total liabilities exceed its total assets, the Board shall restore a positive Surplus within ninety (90) days by assessing all jointly and severally liable current and past Participating Members according to the following formula:

All jointly and severally liable Participating Members and past Participating Members may be assessed proportionately to their share of the total premiums paid and owed during the assessment base period. The assessment base period at the time of the Pool's self-insurance authority ending, shall remain the basis of assessments under this item until final Pool dissolution. The assessment base period includes all completed quarters of the current fund year and includes the most recent three complete fund years.

9.4.2 Assessment to Increase Surplus. The Board of Trustees may also forestall a deficit or to otherwise improve the Pool's financial strength by assessing all jointly and severally liable

current Participating Members. The assessment may be calculated using any reasonable procedure, consistent with these Bylaws

9.5 Cash Flow and Stop-Loss Insurance.

9.5.1 Cash Flow Difficulties. The Board of Trustees shall protect the Pool from cash flow difficulties using methods that include, but are not limited to, the following:

(a) Establishing and maintaining a Surplus consisting of funds contributed by Participating Members and the Pool's net position; or

(b) Obtaining language in the Pool's stop-loss insurance policy requiring the insurer to advance funds to the Pool if the policy limits have been or are likely to be exceeded. The funds may be considered an advance against the insurer's potential liability for the policy period.

9.5.2 Stop Loss Insurance. The Pool may purchase excess or stop-loss insurance for indemnification of a portion of its losses. If stop loss insurance is required pursuant to Minnesota law, any such stop-loss insurance shall comply with Minnesota Rules, Part 2785.1300 and Minnesota Statutes, § 471.617. If the Pool determines that an excess or stop-loss insurance policy will be terminated or modified causing a violation of applicable law or otherwise compromising the Pool's financial integrity, the Pool shall notify the Commissioner prior to the termination or modification taking effect and shall indicate what corrective action will be taken.

9.5.3 Stop-Loss Requirements. The Board of Trustees shall comply with the following with respect to any stop-loss insurance it purchases:

(a) If the Board elects to terminate or modify a stop-loss policy in a manner that would violate applicable law or otherwise compromise the Pool's financial integrity, the Board shall notify the Commissioner prior to the effective date of the termination or modification and indicate what corrective action will be taken.

(b) No liability transferred to a stop-loss insurer may, directly or indirectly, be returned to the Pool or a Participating Member of the Pool.

9.6 Dividends. The Board of Trustees may, but shall not be required to, declare and pay dividends or distributions from its Surplus subject to the following requirements:

9.6.1 Limitations. The Board shall not declare a dividend or distribution from Surplus if doing so will cause the Surplus to be negative or if the Pool has a stop-loss advancement liability.

9.6.2 Allocation. Any dividend declared shall be allocated in proportion to each eligible Participating Member's share of the total Premiums paid during the period used to calculate the dividend.

9.6.3 Eligibility and Member Responsibilities. Only Members participating in the Pool at the time a dividend or distribution is declared shall be eligible to receive the dividend or distribution. If a dividend be distributed, each Participating Member shall be responsible

for determining how the dividend or distribution shall be used in accordance with applicable Minnesota law.

ARTICLE X. LIABILITY AND INSURANCE

10.1 Member Liability. Unless otherwise specified in this Agreement, no Participating Member shall be liable for the acts or omissions of another Member. Nothing in this Agreement shall be construed as a waiver of a Participating Member's limitation of liability pursuant to Minnesota Statutes Chapter 466.

10.2 Trustee Liability.

10.2.1 Limitations. No Trustees shall be held liable for:

(a) Mistakes in judgment or other actions made, taken, or omitted by the Trustee in good faith;

(b) Any action made, taken, or omitted by any Pool agent, employee, or independent contractor selected by the Trustees with reasonable care;

(c) Any loss incurred through investment or failure to invest Pool funds; or

(d) Any action taken or omitted by another Trustee.

No Trustee shall be required to give a bond or other security to guarantee the faithful performance of their duties except as required by this Agreement or by law.

10.2.2 Defend and Hold Harmless. Pool assets shall be used to defend and hold harmless any Trustee for actions taken by the Trustee within the scope of their authority. The Board of Trustees shall purchase insurance providing fiduciary liability coverage for the Trustees.

10.2.3 Duties. The Trustees shall discharge their duties solely in the interest of the Pool and:

(a) For the exclusive purpose of providing benefits to Covered Persons and defraying the reasonable expense of administering the Pool and the Plan(s);

(b) With the care, skill, prudence, and diligence under the then prevailing circumstances that a prudent person in a like capacity and familiar with such matters would use in conducting an enterprise of a like character and aims; and

(c) In accordance with the documents and instruments governing the Pool and Plan(s) insofar as such documents and instruments are consistent with the law.

ARTICLE XI. DISPUTE RESOLUTION

11.1 Informal Dispute Resolution. The Board of Trustees shall seek to resolve any dispute between the Pool and any Participating Member, or a dispute amongst Members, through informal discussion. Such efforts shall be facilitated by the Chairperson, or, if the Chairperson has a conflict of interest due to the nature of the dispute, by an alternate Officer or Trustee.

11.2 Formal Dispute Resolution. If a dispute cannot be resolved through informal efforts, the Board may refer the dispute to formal mediation facilitated by a mediator mutually acceptable to the parties to the dispute. In the event the dispute cannot be resolved through mediation, the parties to the dispute may pursue other reasonable procedures for resolution, including formal litigation.

ARTICLE XII. DURATION AND DISSOLUTION

12.1 Duration. Pursuant to Minnesota Statutes, § 471.59, subdivision 4, but subject to the provisions herein regarding Member withdrawal, this Agreement shall be ongoing.

12.2 Merger. To the extent not prohibited by applicable law, the Board of Trustees may apply to merge with any other plan or pool established under Minnesota law. The Board of Trustees shall solicit the advice and counsel of the Labor Management Committee in considering any such merger.

12.3 Ending Self-Insurance Authority.

12.3.1 Voluntary Termination of Authority to Self-Insure. The Board of Trustees may elect to end the Pool's self-insurance authority and cease to provide Coverage, provided such decision is made at least 45 days before the end of the current Fund Year. The Board shall provide notice of its decision to the Commissioner within fourteen (14) days.

12.3.2 Revocation of Authority to Self-Insure. The Commissioner shall, by order, revoke the Pool's authority to self-insure upon no less than ten (10) days' written notice if any of the following events occur, and the Commissioner judges the event(s) to be material:

(a) Failure of the Pool to comply with applicable Minnesota statutes or rules;

(b) Failure of the Pool to comply with any lawful order of the Commissioner;

(c) Commission by the Pool of an unfair or deceptive practice as defined in Minnesota Statutes, §§ 72A.17 to 72A.32, or in related rules;

(d) Deterioration of the Pool's financial integrity to the extent that its ability to meet obligations promptly and in full is or will be significantly impaired.

12.3.3 Runoff Period. The Pool shall continue to exist as a Runoff Pool after its authority to self-insure has ended for purposes of paying claims, preparing reports, and administering transactions associated with the period in which the Pool provided Coverage. The Runoff Pool shall continue to comply with applicable Minnesota statutes and rules. No Members shall be permitted to join, leave, or be expelled from the Pool during the runoff period.

12.4 Dissolution.

12.4.1 Authorization to Dissolve. The Board of Directors shall not dissolve the Pool or Runoff Pool without requesting authorization from the Commissioner. The Commissioner shall grant the request within 60 days of receipt if either of the following conditions are met:

(a) The Pool demonstrates that it has no outstanding liabilities, including incurred but not reported liabilities; or

(b) The Pool has obtained an irrevocable commitment from a licensed insurer that provides for payment of all outstanding liabilities and provision of related services, including claims payment, preparation of reports, and the administration of transactions associated with the period when the Pool or Runoff Pool provided Coverage.

12.4.2 Pool Assets and Liabilities Upon Dissolution. Upon receipt of authorization to dissolve, the Board of Trustees shall distribute the Pool's assets to Participating Members as follows: upon final dissolution of the Pool, all property purchased or owned pursuant to this Agreement shall be sold and the proceeds thereof, together with all other assets not necessary for satisfaction of the Pool's obligations, shall be distributed in accordance with applicable law to the Participating Members. The amount distributed to each Participating Member shall be based on the following two-step formula:

Step 1. 70% of remaining assets will be distributed based on the ratio of (1) the total consecutive Member Months associated with each Participating Member during the final 120 months of coverage provided by the Pool and, if dissolution occurs prior to January 1, 2032, the Pool's predecessor (the Sourcewell Risk Management Pool), divided by (2) the total Member Months for all Participating Members in the Pool during the final 120 months of such coverage. For this purpose, a "Member Month" is one month of coverage for each Employee, Dependent, and Former Employee receiving coverage through the Pool and/or the Sourcewell Risk Management Pool.

Step 2. 30% of remaining assets will be distributed only to Participating Members who have annual premiums in the last 12 months of coverage greater than the Community Rate of the entire Pool. 30% of remaining assets will be distributed based on the ratio of (1) the amount of annual premium paid by the Participating Member in the last 12 months of coverage that exceeds the Community Rate, divided by (2) the total amount of annual premium paid by all Participating Members that exceeds the Community Rate. Community Rate is calculated by determining the average premium amount for each Participating Member needed to fund the Pool's medical claims experience adjusted for health plan benefits, age composition and the geography of each respective Participating Member.

ARTICLE XIII. GENERAL PROVISIONS

13.1 Record Keeping. The Board of Trustees shall maintain within Minnesota all records necessary to verify the accuracy and completeness of all reports submitted to the Commissioner under Minnesota Rules, Part 2785.1600. All records concerning claims, reserves, financial transactions, and other matters necessary for Pool operations are the property of the Board of Trustees.

13.2 Notice. Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited in a U.S. Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to the Board of Trustees or the Pool: Better Health Collective

202 South 12th Street NE
PO Box 219
Staples, MN 56479

If to a Member: To the address set forth in Appendix A or to such other address as any party to this Agreement may, from time to time, specify in writing to the other parties and to the Pool.

Any notice required by this Agreement may be waived by the party or parties to whom such notice is required to be provided hereunder.

13.3 Section Headings. The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement or the meaning of any provision thereof.

13.4 Validity and Savings Clause. In the event any provision of this Agreement shall be declared by a final judgment of a court of competent jurisdiction to be unlawful, unconstitutional, or invalid as applied to any Member, the lawfulness, constitutionality, or validity of the remainder of this Agreement shall not be deemed affected thereby.

13.5 Counterparts. This Agreement and any amendments thereto may be executed in any number of counterparts which taken together constitute a single instrument. New Members approved for participation in the Pool after the Effective Date of this Agreement shall sign the Agreement and their names and contact information shall be added to Appendix A without the need to amend the Agreement as a whole.

13.6 Amendment. The Board of Trustees may, in accordance with Section 5.2 herein, amend this Agreement and such amendment shall be evidenced in writing and executed by the Members.

13.7 Minnesota Law. This Agreement shall be governed by, and the Pool and Plan(s)) shall be operated in accordance with Minnesota Law, including Minnesota Statutes, Chapters 13, 13D, 60A, 62A, 62E, 62L, 70A, 72A, 72C, and 471.

13.8 Other Applicable Law. The Pool and the Plan(s) shall be operated in accordance with applicable federal law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as it applies through the Public Health Services Act (PHSA).

13.9 Entire Agreement. All agreements, covenants, representations, and warranties among the Members expressed or implied, oral or written, concerning the subject matter of this Agreement are contained herein. All prior or contemporaneous conversations, negotiations, agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. Union contracts, negotiations, and the like are expressly outside the subject matter of this Agreement, are not merged into this Agreement, and remain the sole responsibility of each Member, and not the Board of Trustees or the Pool.

CERTIFICATION

The undersigned, the [Secretary of the Board] hereby certifies that the foregoing Membership Agreement and Bylaws were adopted pursuant to a resolution of the Members, effective as of [DATE].

_____

[Secretary]

AGREEMENT

Pursuant to all applicable state and federal laws, this Membership Agreement and Bylaws of Better Health Collective has been approved by the governing board of the undersigned party as evidence by the signatures below.

PARTICIPATING MEMBER	**SOURCEWELL HEALTH BOARD OF TRUSTEES**
_____ *Name of Participating Member*	
_____ *Authorized signature*	_____ *Authorized Signature*
_____ *Name/Title*	_____ *Name/Title*
_____ *DATE*	_____ *DATE*

APPENDIX A

MEMBERS AND ADDRESSES

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Authorize Staff to Begin the Hiring Process for the Adm Specialist-PW Dept

☐ 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: Kris Schubert & Jessie Dehn	**Department:** Human Resources & Public Works
Presenter (Name & Title): Kris Schubert, HR Director	**Estimated Time Needed:** 2 minutes

Summary of Issue:

City Engineer/Public Works Director Jessie Dehn has had an opportunity to observe the Public Works Department and is recommending a couple tweaks to the Administrative Specialist - Public Works Department job description. Attached for Council consideration is an updated job description as well as a red-lined version of the job description for reference. Staff is also requesting authorization to begin the hiring process for the Administrative Specialist - Public Works Department position.

Alternatives, Options, Effects on Others/Comments:

On August 15th, the City Council accepted Administrative Specialist Kimberly Finch's retirement. Her last working day will be November 10, 2022. By starting the hiring process now, we hope to have someone on board to work with Kim for a few days before her retirement.

Recommended Action/Motion:

Motion to approved the revised Administrative Specialist - Global job description for the Public Works Department as presented; further, to authorize Staff to begin the hiring process for the Administrative Specialist - Public Works position.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ unknown

Is this budgeted? ☐ Yes ☐ No

Please Explain: The Administrative Specialist - Public Works Department position was included in the 2022 budget.

Administrative Specialist - Global

Department: Global FLSA Status: Non-Exempt

General Definition of Work

This position is accountable for performing a variety of customer support services including responding to customer questions, processing customer transactions and performing administrative support for the department. The position serves as the central point of contact for customer questions and as such requires a high degree of resourcefulness to effectively respond to a wide variety of information requests. Work is performed under the limited supervision of the assigned department supervisor.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Department's initial point of contact for public during regular business hours; provides general information and direction; handles inquiries and complaints from the public in person or by telephone; directs public to the appropriate personnel when needed; process incoming calls, email, and mail.
- Administrative accountabilities involve providing support services for department personnel including performing routine office tasks utilizing word processing, data entry and transcription; prepares correspondence, reports, forms and spreadsheets; verifies statistical and other records for accuracy and completeness.
- Operates standard office equipment, department-required software, and a multi-line telephone system; troubleshoots office equipment problems and initiate maintenance calls to IT and/or vendors.
- Performs payment reconciliation and transaction processing; receipts and prepares deposits for department revenues.
- Prepares meeting minutes, agendas and related documents, etc. where a knowledge of format and presentation is necessary; answers routine correspondence independently; posts agendas and minutes on the city's website.
- Maintains department files and records and in compliance with the City's records retention program.
- Maintains office supply inventory and orders as needed.
- Assists the public with the completion of standardized records or documents.
- Regular attendance.
- Performs various other tasks and duties as assigned.

Additional Duties for Administration/Finance Department:

- Serves as the primary receptionist and performs administrative duties for the Administration, Finance and HR Departments.
- Attends City Council, Charter Commission and EDA meetings for minute preparation. Council meetings are held during evening hours a minimum of two times a month. The Charter Commission meets as needed and meetings are usually held in the evenings as well.
- Maintains permanent Ordinance, Resolution and City Council minutes and records; Maintains and updates the City Code.
- Coordinates the publication of required legal notices for meetings and ordinances; Provides meeting attendee notification and coordination as needed by Department, Council and committees; Conducts follow-up activities of Council action.
- Has the primary responsibility of establishing, maintaining, and documenting electronic (scanning) and physical filing and storage of official and department-required city documents in compliance with the City's Records Retention Policy.
- Assists the City Administrator, Department Heads, Mayor and Council members with correspondence and projects as directed, reviewing content, formatting and distribution for the desired outcome.
- Processes information requests.
- Assists with City election duties.
- Serves as backup for preparing city deposit and counting daily bus revenue.

Additional Duties for Public Works Department:

- Performs the day-to-day duties for the Public Works Department Office operation.
- Oversees the campground operation including reservations and cancellations, revenue, guest inquiries and the campground host.
- Processes accounts receivable, accounts payable, payroll, and other financial data; assigns appropriate cost codes to invoices; posts to statistical and other financial records; assists with the collection of delinquent accounts.
- Assists in preparation of assessment rolls, notices and related documents.
- Prepares and maintains a variety of office files, accounts and other records; verifies statistical and other records for accuracy and completeness; maintains sensitive and restricted information on the computer system.
- Verifies identification, process and notarize documentation for department's temporary employees and volunteers.
- Updates park and campground cancellation line and web page on a daily basis; maintain public portal for online registrations.
- Maintains written departmental procedures, policies, and reference information; creates brochures, flyers and forms.
- Attends Park Board and Transportation Advisory Committee meetings for minute preparation.
- Serves as primary for counting daily bus revenue.

Knowledge, Skills and Abilities

- General knowledge with the ability to interpret and apply department-specialized programs, policies, procedures, statutes, regulations, and records relating to the office. Accepts responsibility, takes initiative, and works independently or as part of a team to accomplish tasks, often under strict time constraints.
- Logical thinker with ability to solve practical problems, applying common sense to interpret and independently carry out detailed instructions in various forms.
- Demonstrates strong organizational and time management skills with attention to detail. Must be able to handle multiple interruptions and adjustment of priorities throughout the day without compromising accuracy or efficiency.
- Ability to communicate courteously and tactfully, both orally and in writing, by representing the City in a positive and professional manner at all times with an internal/external customer-driven attitude; Provides friendly, courteous responses to coworkers, the public, external agencies, associates, and vendors. Remains calm and professional under difficult, sensitive, stressful / hostile situations; or when dealing with diverse individuals.
- Ability to maintain a high level of confidentiality regarding sensitive information and compliance with data practice laws.
- Ability to operate standard office equipment including, but not limited to, computer and department-required software, multi-line telephone system, and scanner/copy machine.
- Ability to create spreadsheets, compose correspondence, reports, and documents by typing and entering data accurately and at a reasonable rate of speed; accurately manages department files and records.
- Considerable knowledge of English vocabulary, spelling, grammar, sentence structure, punctuation and arithmetic.
- Ability to attend limited evening meetings as assigned.

Education and Experience

- High school diploma or GED.
- Two years experience in administrative support and office operations. Secondary education coursework in business can substitute for up to one-half of the experience required.
- Equivalent combination of education and experience.
- Possess Notary Public license or ability to obtain within two months of hire.
- Previous minute taking and/or department related experience is desirable.

Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires reaching with hands and arms, frequently requires sitting, speaking or hearing and repetitive motions and occasionally requires standing, walking, using hands to finger, handle or feel and lifting; work requires close vision, distance vision, ability to adjust focus and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, operating machines and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Last Revised: September 13, 2022

Administrative Specialist - Global

Department: Global FLSA Status: Non-Exempt

General Definition of Work

This position is accountable for performing a variety of customer support services including responding to customer questions, processing customer transactions and performing administrative support for the department. The position serves as the central point of contact for customer questions and as such requires a high degree of resourcefulness to effectively respond to a wide variety of information requests. Work is performed under the limited supervision of the assigned department supervisor.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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- Performs payment reconciliation and transaction processing; receipts and prepares deposits for department revenues.
- Prepares meeting minutes, agendas and related documents, etc. where a knowledge of format and presentation is necessary; answers routine correspondence independently; posts agendas and minutes on the city's website.
- Maintains department files and records and in compliance with the City's records retention program.
- Maintains office supply inventory and orders as needed.
- Assists the public with the completion of standardized records or documents.
- Regular attendance.
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- Logical thinker with ability to solve practical problems, applying common sense to interpret and independently carry out detailed instructions in various forms.
- Demonstrates strong organizational and time management skills with attention to detail. Must be able to handle multiple interruptions and adjustment of priorities throughout the day without compromising accuracy or efficiency.
- Ability to communicate courteously and tactfully, both orally and in writing, by representing the City in a positive and professional manner at all times with an internal/external customer-driven attitude; Provides friendly, courteous responses to coworkers, the public, external agencies, associates, and vendors. Remains calm and professional under difficult, sensitive, stressful / hostile situations; or when dealing with diverse individuals.
- Ability to maintain a high level of confidentiality regarding sensitive information and compliance with data practice laws.
- Ability to operate standard office equipment including, but not limited to, computer and department-required software, multi-line telephone system, and scanner/copy machine.
- Ability to create spreadsheets, compose correspondence, reports, and documents by typing and entering data accurately and at a reasonable rate of speed; accurately manages department files and records.
- Considerable knowledge of English vocabulary, spelling, grammar, sentence structure, punctuation and arithmetic.
- Ability to attend limited evening meetings as assigned.

Education and Experience

- High school diploma or GED.
- Two years experience in administrative support and office operations. Secondary education coursework in business can substitute for up to one-half of the experience required.
- Equivalent combination of education and experience.
- Possess Notary Public license or ability to obtain within two months of hire.
- Previous minute taking and/or department related experience is desirable.

Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires reaching with hands and arms, frequently requires sitting, speaking or hearing and repetitive motions and occasionally requires standing, walking, using hands to finger, handle or feel and lifting; work requires close vision, distance vision, ability to adjust focus and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, operating machines and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Last Revised: ~~August 2, 2021~~ September 13, 2022

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Authorization to purchase Lease Accounting Software

☐ 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: Connie Hillman	**Department:** Finance
Presenter (Name & Title): Finance Director Hillman	**Estimated Time Needed:** 2 Mintues

Summary of Issue:

Government Accounting Standards Board (GASB) has implemented a new accounting standard (GASB 87) to account for leases that is effective for 2022 reporting year. It is a complex standard as far as definitions, establishing internal controls and reporting on leases. I did a couple of continuing education classes on the new standard late spring. One of the implementation suggestions was if an entity has over 10 leases, consideration for specialized software should be considered as Excel is not designed or able to handle the accounting needed for an entity with many leases.

Alternatives, Options, Effects on Others/Comments:

Brainerd has more than 10 leases. The exact number of leases as defined in GASB 87 is not known at this time, but we have more than 10 leased vehicles for sure. Staff received a demo and a quote from one company at a proposed annual cost of $15,000, plus an additional $3,000 for a "white glove implementation" process. As we discussed at the September 9th council meeting, our audit fees will be increasing for the 2022 audit services, plus a possible additional fee to assess the implementation of GASB 87. Having software may lower this fee.

Staff is seeking authorization to explore and budget for the potential purchase of software to assist in the implementation and ongoing needs and reporting requirements of GASB 87 - Accounting for Leases.

Recommended Action/Motion:

Authorization to explore and budget for the potential purchase of software to assist in the implementation and ongoing needs and reporting requirements of GASB 87 - Accounting for Leases.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ est $15,000-$20,000

Is this budgeted? ☑ Yes ☐ No

Please Explain: The cost would be included in the annual budget.

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Consider Shared Services Agreement with the EDA

☐ 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: Jennifer Bergman, City Administrator	**Department:** Administration
Presenter (Name & Title): Jennifer Bergman, City Administator	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

The City of Brainerd has entered into a Shared Services Agreement with the Brainerd Economic Development Authority (EDA) for the past three years to provide administrative services to the EDA (see attached). The City received $15,000 for 2022. City staff have been tracking the number of hours we work on EDA activities. The attached spreadsheet breaks down the number of hours per employee and the cost from January 1, 2022 through August 31, 2022. (see attached spreadsheet). The projection through the end of 2022 is $16,810 ($11,207/8*12). Based on the projected amount for 2023, Staff is recommending we enter into an agreement with the EDA for 2023 in the amount of $17,000.

Alternatives, Options, Effects on Others/Comments:

This agreement will be on the EDA agenda on October 6th for their consideration.

Recommended Action/Motion:

Authorize staff to present the draft Shared Services Agreement to the EDA at their October 6th meeting and, if agreed to by the EDA, enter into the 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

Please Explain:

SHARED SERVICES AGREEMENT

This agreement is entered into this ____ day of _____, 2022; between the City of Brainerd, a municipal corporation, and the Brainerd Economic Development Authority (EDA), a public body, corporate and politic.

WHEREAS, the EDA needs administrative and support staff services to fulfill its statutory duties; and

WHEREAS, City has the professional and administrative capacity to support the EDA; and

WHEREAS, the City historically provided these services to the EDA; and

WHEREAS, the parties desire to enter into an agreement memorializing the existing arrangement between them.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

I. Scope of Service

On behalf of the EDA, the City will provide the following services, consistent with State law and the directives of the EDA:

a. Oversee the overall financial management of the EDA by working closely with the EDA Board of Commissioners; and
b. Prepare an annual budget for approval by the EDA Board; and
c. Operate per the approved budget, oversee accounts payable, and prepare checks on behalf of the EDA Board; and
d. Oversee the EDA's Strategic Plan and complete goals and objectives; report results quarterly to the EDA; and,
~~d.~~e. Communicate potential problems to the EDA Board and offer viable solutions; and
~~e.~~f. Schedule EDA Board meetings, prepare Agendas and materials (including program/project reports, fiscal reports, resolutions and minutes), attend Board meetings; and
~~f.~~g. Maintain all records of the EDA per laws and regulations; and
~~g.~~h. Manage agreements between the EDA and hired consultants; and
~~h.~~i. Represent the EDA in the River to Rail Initiative meetings; and,
~~i.~~j. Coordinate quarterly roundtable discussions with all consultants providing services to the EDA; and
~~j.~~k. Other projects as directed by the EDA Board.

II. Compensation

In consideration for the services rendered by the City, the EDA shall compensate the City $175,000 annually, to be paid in two installments in July and December.

III. Term

The term of this agreement shall be for a period of one year commencing on the 1st day of January 2023~~3rd day of February 2022~~ and terminating on the 31st day of December 2023. Either party may terminate this agreement for any reason upon 30-day advance written notice. In the event either party terminates this agreement before its expiration any fees owed to the City of Brainerd will be prorated through the last day of the 30-day termination period.

IV. Indemnification

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To the fullest extent permitted by law, the City agrees to defend, indemnify and hold harmless the EDA, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the City's negligence or the City's failure to perform its obligations under this Agreement.

V. Compliance with Laws

The EDA and City shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Crow Wing, State of Minnesota.

VI. Independent Contractor Status

The City is an independent Contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between EDA and City employees. The City shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. The City also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the City and that it is the City's sole obligation to comply with applicable provisions of all Federal and State tax laws.

VII. Authorized Representative

Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement or in a modification of this Agreement.

City of Brainerd	*Brainerd EDA*
City Administrator	Chair
Jennifer Bergman	Gabe Johnson
501 Laurel Street	501 Laurel Street
Brainerd, MN 56401	Brainerd, MN 56401

VIII. Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IX. Modifications

The EDA and the City hereby acknowledge that they have read this Agreement and affirmatively states and represents that they understand its contents. Further, that the above constitutes the entire agreement by and between the EDA and the City and is binding upon themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the EDA and the City.

Approved this the ___ day of _____ 2022.

Brainerd Economic Development Authority

By:_____
GABE JOHNSON
CHAIR

City of Brainerd

By:_____
KELLY BEVANS
BRAINERD CITY COUNCIL PRESIDENT

SHARED SERVICES AGREEMENT

This agreement is entered into this 3rd day of February, 2022; between the City of Brainerd, a municipal corporation, and the Brainerd Economic Development Authority (EDA), a public body, corporate and politic.

WHEREAS, the EDA needs administrative and support staff services to fulfill its statutory duties; and

WHEREAS, City has the professional and administrative capacity to support the EDA; and

WHEREAS, the City historically provided these services to the EDA; and

WHEREAS, the parties desire to enter into an agreement memorializing the existing arrangement between them.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

I. Scope of Service

On behalf of the EDA, the City will provide the following services, consistent with State law and the directives of the EDA:

a. Oversee the overall financial management of the EDA by working closely with the EDA Board of Commissioners; and
b. Prepare an annual budget for approval by the EDA Board; and
c. Operate per the approved budget, oversee accounts payable, and prepare checks on behalf of the EDA Board; and
d. Communicate potential problems to the EDA Board and offer viable solutions; and
e. Schedule EDA Board meetings, prepare Agendas and materials (including program/project reports, fiscal reports, resolutions and minutes), attend Board meetings; and
f. Maintain all records of the EDA per laws and regulations; and
g. Manage agreements between the EDA and hired consultants; and
h. Represent the EDA in the River to Rail Initiative meetings; and,
i. Coordinate quarterly roundtable discussions with all consultants providing services to the EDA; and
j. Other projects as directed by the EDA Board.

II. Compensation

In consideration for the services rendered by the City, the EDA shall compensate the City $15,000 annually, to be paid in two installments in July and December.

III. Term

The term of this agreement shall be for a period of one year commencing on the 3rd day of February 2022 and terminating on the 31st day of December 2022. Either party may terminate this agreement for any reason upon 30-day advance written notice. In the event either party terminates this agreement before its expiration any fees owed to the City of Brainerd will be prorated through the last day of the 30-day termination period.

IV. Indemnification

To the fullest extent permitted by law, the City agrees to defend, indemnify and hold harmless the EDA, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of

the City's negligence or the City's failure to perform its obligations under this Agreement.

V. Compliance with Laws

The EDA and City shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Crow Wing, State of Minnesota.

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The City is an independent Contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between EDA and City employees. The City shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. The City also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the City and that it is the City's sole obligation to comply with applicable provisions of all Federal and State tax laws.

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City of Brainerd	*Brainerd EDA*
City Administrator	Chair
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The EDA and the City hereby acknowledge that they have read this Agreement and affirmatively states and represents that they understand its contents. Further, that the above constitutes the entire agreement by and between the EDA and the City and is binding upon themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the EDA and the City.

Approved this the 3rd day of February 2022.

Brainerd Economic Development Authority

By: _____
GABE JOHNSON
CHAIR

City of Brainerd

By: _____
KELLY BEVANS
BRAINERD CITY COUNCIL PRESIDENT

Hours worked from 1/1/2021 - 12/31/2021

Employee ID	Name	Regular Hours	OT Hours	Loaded Hourly Rate	
0107	BERGMAN, JENNIFER H	80.50	0.00	74.41	5,990.01
0403	HILLMAN, CONNIE L	15.75	0.00	68.09	1,072.42
0410	GAGE, TONI M	10.00	0.00	32.32	323.20
4582	CHANSKI, DAVID C	132.50	0.00	58.98	7,814.85
Grand Totals:		238.75	0.00		15,200.47

Hours worked from 1/1/2022 - 8/27/2022

Employee ID	Name	Regular Hours	OT Hours	Loaded Hourly Rate	
0107	BERGMAN, JENNIFER H	77.50	0.00	79.65	6,172.88
0403	HILLMAN, CONNIE L	10.00	0.00	69.95	699.50
0410	GAGE, TONI M	16.25	0.00	34.06	553.48
4582	CHANSKI, DAVID C	52.50	0.00	65.46	3,436.65
4582	KRAMVIK, JAMES	6.00	0.00	57.40	344.40
Grand Totals:		162.25	0.00		11,206.90

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: 2023 HRA Levy Request Discussion

☐ 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: Connie Hillman	**Department:** Finance
Presenter (Name & Title): Eric Charpentier/Connie Hillman	**Estimated Time Needed:** 2 Minutes

Summary of Issue:

The 2023 preliminary levy for the City and the HRA needs to be set by September 30, 2022 and the resolution will appear before the City Council at tonight's meeting. The final levy adopted in December can be lower than, but not higher than the preliminary levy. The preliminary levy is used for all of the Truth in Taxations notices sent out in November. Please see that attached memo from HRA Executive Director Eric Charpentier.

Alternatives, Options, Effects on Others/Comments:

The maximum HRA levy allowed by state statute is .0185% of the previous year's estimated market value, and this is the request of the HRA. As noted in the memo, this amount for 2023 is $155,981, and is $7,985 of additional funds.

The HRA's levy is separate from the City's levy, but set by the City Council.

The requested amount of $155,980 is included in the proposed resolution for City Council to adopt at the meeting as this has been the historic levy for the HRA.

Recommended Action/Motion:

Discussion of the HRA's 2023 levy request.

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

Please Explain:

Brainerd HRA

324 East River Road
Brainerd, MN 56401

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

August 30th, 2022

Mayor Badeaux and City Council Members
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Honorable Mayor Badeaux and City Council Members:

The purpose of this letter is to request the 2023 Brainerd Housing and Redevelopment Authority (HRA) operating levy. The Brainerd HRA has three funds: General Fund, Public Housing, and Housing Choice Voucher. Our levy dollars go into the General Fund and support our rehab and redevelopment initiatives. Attached is a copy of the preliminary General Fund budget.

General Fund

The levy dollars allow us the opportunity to administer other programs that benefit Brainerd residents, to increase the value of the property in the City of Brainerd and assist in redevelopment projects. To address these needs, the HRA created or participated in several programs:

Brainerd Oaks/Serene Pines/Dal Mar Estates

The Brainerd HRA, in cooperation with the Crow Wing County (CWC) HRA, successfully negotiated a Purchase and Redevelopment Agreement with a developer to purchase 113 lots in three tax forfeited subdivisions (Brainerd Oaks, Serene Pines and Dal Mar Estates). These subdivisions had been tax forfeited for several years. The County agreed to convey the land to the CWC HRA, the City of Brainerd agreed to waive the special assessments in lieu of the proceeds of the sale of the lots (minus the direct costs of the CWC HRA), and the CWC HRA agreed to hold the land while the lots are purchased by Level Contracting, LLC. The developer has agreed to purchase between 10–30 lots per year with at least two lots in Brainerd Oaks to every one in Serene Pines or Dal Mar Estates. The developer must keep $1.5 million in construction going at all times. To date, the developer has purchased 64 lots in Brainerd Oaks (57 homes completed and sold and 8 homes in construction) and 16 lots in Serene Pines (16 homes completed and sold), and 3 lots in Dal Mar Estates (1 home completed and sold).

Tax Forfeit Property Policy

As a result of the success of the Brainerd Oaks project, the Brainerd HRA created a Tax Forfeit Property Policy where we can purchase tax forfeited properties from the County for $1.00. The Brainerd HRA

EQUAL HOUSING OPPORTUNITY

Board amended their policy in 2020 to temporarily offer tax forfeited properties to developers at a discounted rate of zero percent of assessed value plus costs. This is a result of the Crow Wing County HRA's Workforce Housing Study recommendation to support the sale of properties to developers to promote the construction of housing units. The Brainerd HRA continues to actively market this policy to developers to promote the return of tax forfeited lots to the tax roll. We are currently working with the city and a developer to sell 3 parcels which will result in 2 new single-family homes in Brainerd in 2023.

Rehab Programs

The Brainerd HRA, on behalf of the City of Brainerd, has administered multiple Small Cities Development Program grants through the Department of Employment and Economic Development (DEED) for owner-occupied and renter-occupied rehab in targeted areas throughout Brainerd. Our most recent grant in Northeast Brainerd was closed out in September of 2021 and we will be assessing the needs within the city for our next application. Our goal with these SCDP grants is to improve the properties that receive the funds but also to aid in increasing the overall value of the properties within the City for its tax base. With the reconstruction of Washington street on the schedule for the Minnesota Department of Transportation, we will work to secure funding for rehab projects to coincide with that project.

Federal Funds: Public Housing and Housing Choice Voucher

The Brainerd HRA operates two federal programs that are funded by the Department of Housing and Urban Development (HUD). The HRA owns and/or manages 325 units of affordable housing in the City of Brainerd and we provide approximately 322 Housing Choice Vouchers (HCV) to our residents.

Every three years, the Brainerd HRA is scored by HUD on how we manage our programs. I am proud to report that the Brainerd HRA received 97 out of 100 on our public housing (PHAS) score for 2019. The national average PHAS score is 90 and the regional average is 92. HUD also scored us on the management of the HCV program, and we received 100%. These scores reflect the hard work and dedication of our board and staff and benefit our community and our residents.

Although the levy funds are less than five percent of our overall budget, these funds are critical. They allow us to continue to provide affordable housing for approximately 900 Brainerd residents and assist in the rehab and redevelopment needs in the City of Brainerd. The Brainerd HRA is requesting the City Council approve the full HRA levy, which is .0185% of the estimated market value, which will be approximately $155,981 for 2023.

Thank you for your continued support of the Brainerd HRA and considering our request for the 2023 levy.

Sincerely,

Eric Charpentier
Executive Director

General Fund Comparative Budget

Brainerd Housing Authority
324 E River Rd
Brainerd, MN 56401

Fiscal Year 12/31/2023

Account Title	2022 YTD Actual	2022 Budget	2023 Budget	Difference	% Difference
Revenues:					
City Tax Levy	78,109	147,996	155,981	7,985	5%
Investment Interest	45	50	50	0	0%
Management Fees	172,158	292,000	304,770	12,770	4%
TIF Revenue	35,921	44,160	45,750	1,590	4%
Operating Transfer	0	6,750	6,750	0	0%
SCDP Admin Fee	0	8,000	25,000	17,000	213%
Other Income	139,498	169,750	230,000	60,250	35%
Interfund Loan Interest	0	5,000	9,250	4,250	85%
Total Revenues	425,732	673,706	777,551	103,845	15%
Expenditures:					
Administrative					
Salaries	138,243	266,800	309,935	43,135	16%
Employee Benefits	61,639	121,840	134,980	13,140	11%
Travel	477	1,600	1,500	(100)	-6%
Staff Training	892	10,000	10,000	0	0%
Audit Cost	6,900	6,900	7,950	1,050	15%
Legal	1,175	7,000	7,200	200	3%
Other Administrative Costs	7,951	10,720	14,270	3,550	33%
Contract Costs	98,863	143,570	188,770	45,200	31%
Total Administrative	316,140	568,430	674,605	106,175	19%
General Expenditures					
TIF Expense	155	230	255	25	11%
Insurance	2,692	6,655	7,640	985	15%
Debt Service	55,116	55,140	56,570	1,430	3%
Other Programs	3,950	25,500	25,500	0	0%
Interfund Loan Interest	0	5,000	9,250	4,250	85%
Total General Expenditures	61,912	92,525	99,215	2,440	3%
Total Expenditures	378,052	660,955	773,820	108,615	16%
Cash Flow	47,680	12,751	3,731	(4,770)	
Designated Fund Balance	0	0	0	0	
Cash Flow from Operations	47,680	12,751	3,731	(4,770)	

CITY OF BRAINERD
SAFETY AND PUBLIC WORKS COMMITTEE
AGENDA

September 19, 2022
6:45 PM
Council Chambers
WebEx Teleconference Call-In Information Call Toll-Free: 1-844-992-4726
Access Code: 2499 770 0215

1. Approve Event/ Street Closure Application- Skate Co Grand Opening
2. Approval of Hy-Tec Sign on Historic Water Tower
3. Approve CWC Customer Fuel Sales Agreement
4. Approve Change Order 1- Improvement 20-07- Rotary Park Sewer Lining Project
5. Review Classification of Non-Conservation Tax Forfeit Parcels
6. Direction on Active Code Enforcement Cases

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Approve Event/Street Closure Application - Skate Co Grand Opening

☐ 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: City Engineer/PW Director Dehn	**Department:** All
Presenter (Name & Title): City Engineer/PW Director Dehn	**Estimated Time Needed:** 2 Minutes

Summary of Issue:

Attached to this request is the event/street closure application for the Skate Co Grand Opening to be held September 24, 2022 from 11 a.m. to 3 p.m. on Front Street between S. 8th and S. 9th Streets.

Alternatives, Options, Effects on Others/Comments:

The applicant is requesting closure of the streets for the event. The event is Skate Co's Grand Opening where they intend on having free BBQ, acoustic music, free gifts, and skateboarding. There will be signs and banners scattered throughout the event area indicating the event is taking place. The applicant has indicated they have discussed the event with Minnesota Tees and they have no concerns with the closure.

Recommended Action/Motion:

Staff recommends approval of the attached application under the condition the applicant request traffic control as soon as possible, any signs are removed after event conclusion, and an insurance certificate is submitted to the City per the permit requirements before the event.

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

Please Explain:

SPECIAL EVENT APPLICATION

Date of Application: 9-12-22

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

Type of event:

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

Name of event: Brainerd Skateboard Co. Grand Opening

Organizer Information

Organizer's Name: Anton Dabbs

Organizer's Address: 814 Front St.

Event Contact Person: Anton Dabbs

Event Contact Daytime Phone: 218-820-1569

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

Contact Name/Number Day of Event: Anton Dabbs

For Profit/Nonprofit Status (type): Neither

Applicant information (if different from the event organizer):

Applicant Name: Anton Dabbs

Applicant Address: 814 Front St. Brainerd MN

Applicant Phone: 218-820-1569

Applicant E-mail Address: andydabbs@gmail.com

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
9-24-22	11 am	3pm	814 Front St.

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

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

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

Description of Activities

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

this is our Grand Opening. We will have free BBQ and acoustic music. We will be giving away free gifts, there will also be skateboarding.

Site Information

Electrical usage ☐ Yes ☒ No

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

_____

_____

Amplified Sound ☐ Yes ☒ No

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

_____

_____

Restrooms provided ☒ Yes ☐ No

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

Company contracted for restrooms: Brainerd Skate Co

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

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

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

_____

_____

Trash Receptacle Disposal ☒ Yes ☐ No

Company contracted for trash receptacle disposal: I will be supplying.

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):

In front of 814 Front St.

Date and time for beginning of street closures: 11 AM September 24th

Date and time for reopening of streets: 3pm September 24th

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

the only other business is Minnesota T's. They will be closed but gave us their blessing.

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

Anton A. Dabbs

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				All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit				All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate	x			May be required before issuing a permit.
Sign/banner Permits	X			Contact the Planning Department for information/procedure.
Parade Permit			X	Issued by the Police Department after complete submission of application.
Alcohol Use Permit			X	Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities		No Comments
City Administration		No Comments
Engineering Department	9/12/22 JD	See conditions below
Fire Department		No Comments
Fire Support/EMS		No Comments
Parks Department		No Comments
Planning Department		
Police Department		No Comments

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

Requests for traffic control should be submitted one week prior to the event. Please submit required insurance certificate to City Hall before the event.

Certification of Street Closure Approval

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

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Approve Hy-Tec Sign on Historic Water Tower

☐ 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: City Engineer/PW Director Dehn	**Department:** Public Works
Presenter (Name & Title): City Engineer/PW Director Dehn	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

During fall 2022, Hy-Tec Construction will be performing repairs to the Historic Water Tower including the roof, stairs, lighting and windows. Hy-Tec has requested to allow installation of a sign/banner during construction on the side of the water tower. A drawing of the proposed sign was not ready in advance of the packet. Staff will provide a proof to Council once received from Hy-Tec.

Alternatives, Options, Effects on Others/Comments:

Staff is requesting approval for Hy-Tec to install a sign on the Historic Water Tower during the construction project. With the Halloween season approaching, there should be additional consideration for decoration during the same time as construction is occurring. Staff is requesting direction from the Council if there is a preferred or required installation side on the Historic Water Tower.

Recommended Action/Motion:

Approve installation of the Hy-Tec sign during construction with removal after work has been completed.

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

Please Explain:

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Approve CWC Fuel Sales Agreement

☐ 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: City Engineer/PW Director Dehn	**Department:** Transit
Presenter (Name & Title): City Engineer/PW Director Dehn	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

The City has an understanding with Crow Wing County that the Transit buses that the City owns are able to fuel utilizing the County's bulk fuel system at the County's bulk fuel price. The City is billed monthly for the fuel that is used by the buses. This agreement formalizes this understanding between the City and the County for a term of 3 years.

Alternatives, Options, Effects on Others/Comments:

Generally, our operations and use of the County's fuel system would remain unchanged through this agreement. There is an Account Set-Up Fee of $300 that would be waived as we are a current customer. The main change is the addition of an Overhead Fee. The County is applying a 10% Overhead Fee to cover administrative costs, maintenance to the fuel system, and testing compliance fees. The County does share in the cost of the fuel in the buses through our transit agreement. This agreement was discussed at the August TAC Meeting. The agreement was approved and staff was requested to discuss this matter with County staff. A meeting to discuss the Transit system with the County Administrator is scheduled for 9/22/22 and this agreement will be discussed at the meeting.

Recommended Action/Motion:

Staff recommends approval of the Crow Wing County Fuel Sales 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

Please Explain:

Crow Wing County Customer Fuel Sales Agreement
Between CROW WING COUNTY and
Brainerd Transit

This Agreement is made and entered into this first day of **September 1, 2022**, by and between the County of Crow Wing, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota 56401, hereinafter referred to as "County," and the **Brainerd Transit** hereinafter referred to as "Customer."

WHEREAS, the County Highway Department is the manager of the fuel system

WHEREAS, the County Highway Department is responsible for operating and maintaining the Crow Wing fuel system.

WHEREAS, Customer is desirous of purchasing fuel from County and County is desirous of selling fuel to customer.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, County and Customer agree to the following:

1. **SCOPE**

   County shall be responsible for providing access to their fuel system, and managing the fuel account for the Customer, this will include set up of the Customer, including work order and general ledger accounts in the financial software and fuel system software. This setup will allow access to County fuel system and will provide initial fuel key set up for the Customer's assets and provide maintenance of the account for the term of this agreement for the Customer.

   This Agreement shall allow access to County's three fuel site locations which include Unleaded and Diesel products at each site:
   - Site 1-HWF (Highway Fuel) 16589 County Road 142, Brainerd MN 56401
   - Site 2-BRF (Laurel St.) 202 Laurel St., Brainerd MN 56401
   - Site 3-XLF (Crosslake) 13870 Whipple Dr., Crosslake MN 56442

2. **COSTS**

   Account set up fee: There shall be an initial one-time fee of $300.00 per account. This cost covers administration costs for setting up the Customer account, fuel chipkeys and chip key programming, fuel system walkthrough, and training on use of the system.

   Cost per gallon: County shall charge the Customer an average cost per gallon calculated by County's financial system. The Customer shall receive a monthly invoice generated by the financial system along with a monthly fuel consumption report of the Customer's fuel usage.

   Overhead fee: A 10% overhead fee shall be applied per gallon of fuel purchased by the Customer. This fee covers administrative costs, maintenance to the fuel system, and testing compliance fees incurred by the County.

3. **DAMAGES**

The Customer shall be responsible for any and all property damage incurred to the County fuel sites by the Customer's assets, (including but limited to vehicles, trailers, lawn mowers and/or other equipment) or their employees. The cost involved with the damages incurred shall be the responsibility of the Customer and charged accordingly through the billing process. The Fleet Manager may work with the Customer and their insurance company at his/her own discretion.

4. **EXCLUSIONS**

At no time shall the Customer be allowed to resell fuel purchased from the County.

5. **TERM**

This Agreement shall remain in effect from **September 1, 2022,** until **December 31, 2025**. The contract will be reviewed 60 days prior to expiration of the contact. At that time the terms of this Agreement will be reviewed and, if necessary, modified to suit the current conditions.

6. **TERMINATION**

Either party may terminate this Agreement, with or without cause, by providing a 30-day written notice to the other party.

7. **LATE PAYMENTS**

The Customer shall be responsible in keeping their account current. The Customer will be notified after 30 days of the delinquent status on their next billing statement. This contract may be terminated if the account remains delinquent for more than 90 days.

8. **NOTICE**

For purposes of delivery of any notices hereunder, the notice shall be effective if to the authorized representatives.

AUTHORIZED REPRESENTATIVE

Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this contract or in a modification of this Contract.

CUSTOMER
Brainerd Transit
Andy Stone
501 Laurel St.
Brainerd MN, 56401
218/454/3413

COUNTY
Fleet Manager
16589 County Rd 142
Brainerd MN, 56401
218-824-1110

9. **SEVERABILITY**
The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

10. **INDEMNIFICATION**
To the extent allowed by law, County and Customer mutually agree to indemnify and hold each other harmless from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

11. **MISCELLANEOUS**
The Fleet Manager shall be notified by Telephone within 24 hours if a Fuel Chip Key is lost, stolen or damaged.

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

COUNTY OF CROW WING

By: _____
Joe Luksik
Fleet Manager

Date: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Stephanie Shook
Assistant Crow Wing County Attorney

Date: _____

CUSTOMER

By: _____
Brainerd Transit
Title

Date: _____

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Approve Change Order 1 - Imp 20-07 - Rotary Park Sewer Lining Project

☐ 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: City Engineer/PW Director Dehn	**Department:** Public Works
Presenter (Name & Title): City Engineer/PW Director Dehn	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

Attached to this request is Change Order #1 for Improvement 20-07 - Rotary Park Sewer Lining Project.

Alternatives, Options, Effects on Others/Comments:

As part of this project, Michels identified a segment of sewer that required additional significant material removal and CCTV inspection, above and beyond the project scope. There are also potential segments of the future East River Road segments that could have significant issues, beyond correction through rehabilitation (lining). While in the area, staff would like Michels to perform additional cleaning and CCTV investigation in the upcoming rehab segments for design purposes. This would also reduce the risk of a potential significant change order in the future project. The additional cleaning in 2022 amounts to $3,400. The investigation on future segments would cost $3,400 per day, up to 5 days. The Change Order overall would add $20,400 to the contract. This amount would be offset from other cost savings in the 2022 project that will not be expended.

Recommended Action/Motion:

Staff recommends approval of the attached Change Order #1 for a total amount of $20,400.00.

Financial Impact:

Is there a cost associated with this request: ☑ Yes ☐ No

What is the total cost, with tax and shipping $ 20,400

Is this budgeted? ☑ Yes ☐ No

Please Explain: The project is anticipated to come in under the budget contract amount plus change order.

SEH

Building a Better World
for All of Us®

CHANGE ORDER

City of Brainerd, Minnesota	09/07/2022
OWNER	*DATE*
20-07	01
OWNER'S PROJECT NO.	*CHANGE ORDER NO.*
Sanitary Sewer CCTV and Cleaning for 2023 Rehab Planning	BRDMN 156034 71.50
PROJECT DESCRIPTION	*SEH FILE NO.*

The following changes shall be made to the contract documents:
Description:
Contractor shall perform additional sanitary sewer CCTV investigation to support the planning and design of the 2023 Sewer Rehabilitation Project. The CCTV investigation shall include cleaning of the respective sewer pipes to facilitate a clear CCTV inspection. As shown in the attached map, the project area for this Work shall extend from MH 13 (College Drive) to MH 3 (Main Lift Station).

It is proposed that this Work will be completed on a Daily quantity basis, at $3,400 per Day, up to a maximum of six (6) working days for an overall not to exceed Change Order of $20,400.

Purpose of Change Order:
Provide information necessary to complete the preliminary design plans for the future 2023 Rehab Project while taking advantage of efficiencies gained by the Contractor already being on-site for the 2022 project.

Basis of Cost: ☐ *Actual* ☒ *Estimated*
Attachments (list supporting documents)
Figure 1 - Sewer CCTV & Cleaning Map

Contract Status	*Time*	*Cost*
Original Contract		$367,550.00
Net Change Prior C.O.'s - *to* -		$0.00
Change this C.O.		$20,400
Revised Contract		$381,550.00

Recommended for Approval: ***Short Elliott Hendrickson Inc.*** *by*
Project Manager

Agreed to by Contractor:

BY Michels Pipe Services

Senior Project Manager
TITLE

Approved for Owner:

BY City of Brainerd, Minnesota

TITLE

Distribution *Contractor 2* *Owner 1* *Project Representative 1* *SEH Office 1*

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Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Review Classification of Non-Conservation Tax Forfeit Parcels

☐ 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: City Engineer/PW Director Dehn	**Department:** Public Works
Presenter (Name & Title): City Engineer/PW Director Dehn	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

Attached is a notice the city received from Crow Wing County related to two parcels that the County has deemed "non-conservation" and will be put on the County land sale if the City concurs with those designations.

Alternatives, Options, Effects on Others/Comments:

Staff has reviewed this parcel and would agree with the "non-conservation" status of the parcel so that is able to be offered as a proposed future direct sale. Property can be held in conservation by the City if the City deems there is future public purpose for the parcel such as streets, trails, parks, etc. Staff does not see any future public purpose for the parcel listed, and the parcel would be better served sold to a private entity.

Recommended Action/Motion:

Staff recommends concurring with the non-conservation status of parcel 41040624 so that it may be placed on the County tax forfeit land sale.

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

Please Explain:

CROW WING COUNTY
MINNESOTA

Land Services Department
218-824-1010

322 Laurel Street
Brainerd Minnesota 56401

August 22, 2022

Jennifer Bergman
City of Brainerd
501 Laurel St
Brainerd, MN 56401

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

Dear Ms. Bergman:

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

RE Code	Legal Description	Acres	Forfeiture Date	Comments
41040624	LOT 6 BLOCK 42 EX. HWY, WEST BRAINERD	0.1	1/25/1937	

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

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

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

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

CROW WING COUNTY
MINNESOTA

Land Services Department
218-824-1010

322 Laurel Street
Brainerd Minnesota 56401

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

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

Sincerely,

Steven Timblin
Environmental Services Coordinator

Enclosures

41040546
41040543
W Washington St
41040624
CITY OF BRAINERD
41040625
NW 5th St
NW 4th St
41040623
41040626
41040622
41040627
41040610
41040641
41040640
41040639
41040643

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Direction on Active Code Enforcement Cases

☐ 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: Community Development Director	**Department:** Community Development
Presenter (Name & Title): James Kramvik, CCD	**Estimated Time Needed:** 5 minutes

Summary of Issue:

With the adoption of Ordinance No. 1524, the revised Section 320 of the City Code dictates that violations of the City Code shall, after receiving a notice of violation, be issued up to 3 administration citations for non-compliance. Once 3 citations have been issued, the violation shall be brought before the Safety & Public Works Committee for review. The Committee shall then make a recommendation to the City Council as to how to proceed with enforcement of the violation.

Staff is bringing 6 properties before the Committee for review. Staff is looking for direction from the Council as how to proceed with the cases.

Alternatives, Options, Effects on Others/Comments:

Attached are case files for 408 2nd Ave NE, 924 7th Ave NE, 1201 Norwood St, 1306 Oak St, 902 5th Ave NE, 516 1st Ave NE

Per Section 320, action that could be taken against these properties include:
- Continued administrative citations in an amount determined by the City Council
- Abatement of the offense (depending on the type of offense)
- Legal action (at the recommendation of the City Attorney depending on the type of offense)
- Cease corrective action

Recommended Action/Motion:

See attached memo.

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

Please Explain:

M E M O

TO: Mayor and City Council

FROM: James Kramvik, Community Development

DATE: Director September 19, 2022

RE: Direction on Active Code Enforcement Cases

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

- **<u>408 2nd Ave NE – 2nd Abatement Request</u>**
    - Received three (3) Citations for repeat offense for Grass/Weeds
        - First Citation 8/16/22 – Last Citation 9/6/22
        - $1,200 in open citations

Staff recommends abatement of the grass immediately

- **<u>924 7th Ave NE – 2nd Abatement Request</u>**
    - Received three (3) Citations for repeat offense for Grass/Weeds
        - First Citation 8/16/22 – Last Citation 9/6/22
        - $1,200 in open citations

Staff recommends abatement of the grass immediately

- **<u>1201 Norwood St – 2nd Abatement Request</u>**
    - Received three (3) Citations for repeat offense for Grass/Weeds
        - First Citation 8/16/22 – Last Citation 9/6/22
        - $1,200 in open citations

Staff recommends abatement of the grass immediately

- **<u>1306 Oak St – 2nd Abatement Request</u>**
    - Received three (3) Citations for repeat offense for Grass/Weeds
        - First Citation 8/16/22 – Last Citation 9/6/22
        - $1,200 in open citations

Staff recommends abatement of the grass immediately

- **<u>902 5th Ave NE</u>**

    - Received one (1) Notice of Violation and three (3) Citations for Broken/ Damaged Tree Limbs
        - First Letter 7/29/22 – Last Citation 9/6/22
        - $600 in open citations

Staff recommends sending a 10-day order to correct letter and begin working with the city attorney for abatement of the broken/ damaged tree limbs.

- **<u>516 1st Ave NE</u>**

    - Received one (1) Notice of Violation and three (3) Citations for Property Maintenance of Exterior Structure
        - First Letter 5/4/22 – Last Citation 8/29/22
        - $600 in open citations

Staff recommends sending a 10-day order to correct letter and issuing a $300.00 citation every 30 days until November 1st.

408 2nd Ave NE - 2nd Abatement Request

Property went to SPW and Council on August 1, 2022 to abate the long grass.

Property was abated August 5, 2022

This citation charges you with one or more violations of the Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN22-0365

Date of Violation: 08/16/2022 Parcel ID: 41191616

Violator(s): VEITH, STEVEN H
9797 LEGIONVILLE RD
BRAINERD, MN 56401-

Location/Address of Violation: **408 2ND AVE NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 302.4	Grass & Weeds	$100.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: $100.00 **Payment Due By: 30 Days from Date of Violation**

Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to: City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.

Re-inspection Date: 08/26/2022

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so. An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of $25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Darrin Deseth, Building Official Date: 08/16/2022

Representative's Signature: (served via first class mail)

This citation charges you with one or more violations of the Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN22-0365

Date of Violation: 09/06/2022 Parcel ID: 41191616

Violator(s): VEITH, STEVEN H
9797 LEGIONVILLE RD
BRAINERD, MN 56401-

Location/Address of Violation: **408 2ND AVE NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 302.4	Grass & Weeds	$300.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

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Representative: Darrin Deseth, Building Official Date: 09/06/2022

Representative's Signature: (served via first class mail)

08/16/2022 14:00

08/26/2022 08:18

09/06/2022 14:23

2nd Request for abatement

Property went to SPW and Council May 16, 2022
for garbage and dead tree
Motion to abate garbage and tree issue
Obtained warrant and abated

Property went to SPW and Council July 18, 2022 for long grass/weeds
Motion to abate long grass
Property was abated July 22, 2022

This citation charges you with one or more violations of the Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN22-0364

Date of Violation: 08/16/2022 Parcel ID: 41190885

Violator(s): GOTTWALT, MATTHEW & ERICA
6571 160TH AVE
ROYALTON, MN 56373

Location/Address of Violation: **924 7TH AVE NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 302.4	Grass & Weeds	$100.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: $100.00 **Payment Due By: 30 Days from Date of Violation**

Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to: City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.

Re-inspection Date: 08/26/2022

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so. An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of $25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

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Representative: Darrin Deseth, Building Official Date: 08/16/2022

Representative's Signature: (served via first class mail)

This citation charges you with one or more violations of the Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN22-0364

Date of Violation: 09/06/2022 Parcel ID: 41190885

Violator(s): GOTTWALT, MATTHEW & ERICA
6571 160TH AVE
ROYALTON, MN 56373

Location/Address of Violation: **924 7TH AVE NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 302.4	Grass & Weeds	$300.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: $300.00 **Payment Due By: 30 Days from Date of Violation**

Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to: City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.

Re-inspection Date: 09/16/2022

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so. An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of $25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Darrin Deseth, Building Official Date: 09/06/2022

Representative's Signature: (served via first class mail)

08/16/2022 14:02

08/26/2022 08:21

08/26/2022 08:21

09/06/2022 14:27

09/06/2022 14:27

2nd Request for Abatement

Property went to SPW and Council July 18, 2022 to abate the long grass/weeds.

- Property owner deceased
- Letter to daughter was rejected

Property was abated August 5, 2022

This citation charges you with one or more violations of the Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN22-0366

Date of Violation: 08/16/2022 Parcel ID: 41300678

Violator(s): KRUEGER, MANVIL J
3200 15TH ST N APT 338
SAINT CLOUD, MN 56303

Location/Address of Violation: **1201 NORWOOD ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 302.4	Grass & Weeds	$100.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: $100.00 **Payment Due By: 30 Days from Date of Violation**

Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to: City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.

Re-inspection Date: 08/26/2022

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so. An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of $25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

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Representative: Darrin Deseth, Building Official Date: 08/16/2022

Representative's Signature: (served via first class mail)

This citation charges you with one or more violations of the Property Maintenance Code, Ordinance No. 1338

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Administrative Citation

Department of Building Safety – 218-828-2307

EN22-0366

Date of Violation: 09/06/2022 Parcel ID: 41300678

Violator(s): KRUEGER, MANVIL J
3200 15TH ST N APT 338
SAINT CLOUD, MN 56303

Location/Address of Violation: **1201 NORWOOD ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 302.4	Grass & Weeds	$300.00

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Citation Amount Due: $300.00 **Payment Due By: 30 Days from Date of Violation**

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Re-inspection Date: 09/16/2022

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Representative: Darrin Deseth, Building Official Date: 09/06/2022

Representative's Signature: (served via first class mail)

08/16/2022 14:10

08/26/2022 08:10

09/06/2022 15:10

1306 Oak Street - 2nd Abatement Request

Property went to SPW and Council May 2, 2022 for garbage/trash abatement
Obtained warrant and removed garbage/trash

Property went to SPW and Council on July 18, 2022 for abatement of long grass/weeds and unlicensed/inoperable vehicle

Property was abated for long grass/weeds
Vehicle was complied with

This citation charges you with one or more violations of the Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN22-0367

Date of Violation: 08/16/2022 Parcel ID: 41250792

Violator(s): SALTNESS, KELLY M & MAIER, ANDRES E
1306 OAK ST
BRAINERD, MN 56401

Location/Address of Violation: **1306 OAK ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 302.4	Grass & Weeds	$100.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: $100.00 **Payment Due By: 30 Days from Date of Violation**

Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to: City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.

Re-inspection Date: 08/26/2022

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so. An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of $25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Darrin Deseth, Building Official Date: 08/16/2022

Representative's Signature: (served via first class mail)

This citation charges you with one or more violations of the Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN22-0367

Date of Violation: 08/26/2022 Parcel ID: 41250792

Violator(s): SALTNESS, KELLY M & MAIER, ANDRES E
1306 OAK ST
BRAINERD, MN 56401

Location/Address of Violation: **1306 OAK ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 302.4	Grass & Weeds	$200.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: $200.00 **Payment Due By: 30 Days from Date of Violation**

Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to: City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.

Re-inspection Date: 09/05/2022

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so. An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of $25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Darrin Deseth, Building Official Date: 08/26/2022

Representative's Signature: (served via first class mail)

08/16/2022 14:13

08/26/2022 08:11

09/06/2022 15:12

July 29, 2022

BEBER, AUSTIN J
902 5TH AVE NE
BRAINERD, MN 56401

ORDER TO CORRECT ADMINISTRATIVE VIOLATION

Dear Property Owner(s),

Brainerd residents have consistently expressed that clean, well-maintained residential neighborhoods and commercial districts are a high priority. Maintaining these areas has proven to increase property values, provide a higher standard of living, and promotes community pride. A code violation was observed on the property described below. Understanding that you might not be aware of what the City codes require, I am sending you this courtesy notice to give you an opportunity to correct this matter.

Property Address: 902 5TH AVE NE
Real Estate Code: 41190901

Violation: Junk/Debris/Blight
Ordinance: 2010
Description: Ord2010 - 2010.09 Junk. No person, firm, or corporation of any kind shall permit the accumulation of junk that includes but is not limited to any of the following: waste material, trash, rubbish, refuse, or litter of any kind upon any land or inside or under any building or structure which may provide harborage or breeding places for mosquitoes, vermin, or rats.

No person, firm, or corporation of any kind shall permit on a property the accumulation of: batteries; paper; lumber or salvaged wood; boxes or containers; bottles; cans; discarded chemicals; bricks; stones; old or scrap copper, brass, iron, steel, or other metals; old and/or inoperable appliances; tanks; barrels; cages; clothing; pallets; wire/cable; dismantled, abandoned or inoperable vehicles, farm equipment, construction equipment, campers, recreation vehicles, boats, or parts thereof; rope; rags; glass; rubber; construction debris; plumbing fixtures; furniture; brush piles; cut down trees and branches; pulled stumps; leaf piles not in a composting container; or other similar objects and materials which may provide harborage or breeding places for mosquitoes, vermin, or rats. Useful items such as firewood and building materials may be stored in compliance with Section 24 of the Zoning Ordinance provided they are stored in a manner that will not create any danger or threat to public health.

Corrective action is required; 14 days are allowed from the date of this letter.

To review City Codes on the web, go to www.ci.brainerd.mn.us/153/City-Code.

Action should be taken on or before 08/12/2022

Per the above-mentioned code section and City Code 320 – Administrative Citations, failure to comply with this ordinance will result in citation(s) according to the following schedule:

1st Citation - $100.00 | 2nd Citation - $200.00 | 3rd Citation - $300.00

After the issuance of three (3) citations, the offense shall be brought before the Safety & Public Works Committee for determination of further action to correct the violation. Such actions may include but are not limited to abatement, issuance of further administrative citations in an amount determined by the Committee, or legal action. The determination of the Safety & Public Works Committee shall then be referred as a recommendation to the City Council for final approval.

If you are unable to make the corrections by the date above or believe this violation is in error, please call this office to discuss or make other arrangements. Office hours are 7:30 to 4:30, Monday through Friday. **Feel free to contact Housing Inspector Jason Stockinger at 218/454-3416 if you have questions.**

Respectfully,
By Order of:
THE CITY OF BRAINERD

This citation charges you with one or more violations of the Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN22-0320

Date of Violation: 09/06/2022 Parcel ID: 41190901

Violator(s): BEBER, AUSTIN J
902 5TH AVE NE
BRAINERD, MN 56401

Location/Address of Violation: **902 5TH AVE NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
2010	Junk/Debris/Blight	$300.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: $300.00 **Payment Due By: 30 Days from Date of Violation**

Payment may be presented in person or by way of First Class Mail in the form of cash, check or money order, payable to: City of Brainerd, submitted to the Department of Building Safety, City Hall - 501 Laurel Street; Brainerd, MN 56401.

Re-inspection Date: 09/16/2022

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so. An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429. Unpaid fines, including an administrative charge of $25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. If you request a hearing and the citation stands, you will be responsible for the hearing costs and fines as determined by the hearing officer as well as correction of the violation. If the citation is contested and a hearing is scheduled, a notice will be mailed to you with the date/time/location of the hearing. If you cannot attend on the scheduled date or wish to request the Hearing Officer be removed from the case, you must do so no later than 15 days prior to the date of the hearing. A new hearing date will be set and another notification will be sent to the party contesting the citation.

Representative: Darrin Deseth, Building Official Date: 09/06/2022

Representative's Signature: (served via first class mail)

07/29/2022 09:47

07/29/2022 09:47

09/06/2022 14:26

09/06/2022 14:26

May 04, 2022

HOUGHTON, CARIE
516 1ST AVE NE
BRAINERD, MN 56401

ORDER TO CORRECT ADMINISTRATIVE VIOLATION

Dear Property Owner(s),

Brainerd residents have consistently expressed that clean, well-maintained residential neighborhoods and commercial districts are a high priority. Maintaining these areas has proven to increase property values, provide a higher standard of living, and promotes community pride. A code violation was observed on the property described below. Understanding that you might not be aware of what the City codes require, I am sending you this courtesy notice to give you an opportunity to correct this matter.

Property Address: 516 1ST AVE NE
Real Estate Code: 41191552

Violation: Exterior Structure
Ordinance: 450
Description: Ord 450.31 Subd. 2. Protective Treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. NOTE: Siding and roofing permits are required in the City of Brainerd. Corrective action is required; thirty (30) days are allowed from the date of this letter.

To review City Codes on the web, go to www.ci.brainerd.mn.us/153/City-Code.

Action should be taken on or before 06/03/2022

Per the above-mentioned code section and City Code 320 – Administrative Citations, failure to comply with this ordinance will result in a $100 citation(s), up to a maximum of and not to exceed $2,000 for each administrative offense.

If you are unable to make the corrections by the date above or believe this violation is in error, please call this office to discuss or make other arrangements. Office hours are 7:30 to 4:30, Monday through Friday. **Feel free to contact Housing Inspector Jason Stockinger at 218/454-3416 if you have questions.**

Respectfully,
By Order of:
THE CITY OF BRAINERD

This citation charges you with one or more violations of the Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN22-0099

Date of Violation: 08/29/2022 Parcel ID: 41191552

Violator(s): HOUGHTON, CARIE
516 1ST AVE NE
BRAINERD, MN 56401

Location/Address of Violation: **516 1ST AVE NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
450.31 Subd 2	Exterior Structure	$300.00

If the owner fails to correct the nuisance within the timeframe stipulated in the first notice, the City of Brainerd shall cause such action to correct such nuisance by means of, but not limited to, cutting grass or collecting garbage or junk. The expense thereof shall be billed to the property owner and shall constitute a lien upon such realty. An Administrative Citation is separate and in no way defrays the expense of correcting the nuisance.

Citation Amount Due: $300.00 **Payment Due By: 30 Days from Date of Violation**

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Re-inspection Date: 09/08/2022

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so. An additional citation will be issued if the violation is not corrected by the re-inspection date.

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Representative: Darrin Deseth, Building Official Date: 08/29/2022

Representative's Signature: (served via first class mail)

06/06/2022 09:13

08/29/2022 09:18

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Conditional Use Permit for Residential Addiction Recovery Facility at 2501 Greenwood St

☐ 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: Community Development Director	**Department:** Community Development
Presenter (Name & Title): James Kramvik	**Estimated Time Needed:** 2 minutes

Summary of Issue:

Sam Anderson has submitted a request on behalf of Central Minnesota Adult and Teen Challenge for a Conditional Use Permit to operate a residential addiction recovery facility with outpatient services at 2501 Greenwood St, Brainerd MN, 56401. The current owner of this property is Evangelical Lutheran Good Samaritan, Parcel Number 41010613.

Alternatives, Options, Effects on Others/Comments:

The Planning Commission considered this CUP request during their regular meeting on August 17th. Planning Commission voted unanimously to recommend approval of this CUP request with the condition that any future development of parking lots conform to the residential lighting and screening standards.

Recommended Action/Motion:

Motion to approve a Conditional Use Permit to operate a residential addiction recovery facility with outpatient services at 2501 Greenwood St. with the condition that any future development of parking lots conform to the residential lighting and screening standards.

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

Please Explain:

M E M O

TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: August 17, 2022

RE: Conditional Use Permit – Residential Addiction Recovery Facility with Outpatient Services – 2501 Greenwood St.

Sam Anderson has submitted a request on behalf of Central Minnesota Adult and Teen Challenge for a Conditional Use Permit to operate a residential addiction recovery facility with outpatient services at 2501 Greenwood St, Brainerd MN, 56401. The current owner of this property is Evangelical Lutheran Good Samaritan, Parcel Number 41010613.

Property Area: 18.76 Acres (approximately 9 acres of the total 27.76 acres will remain with Good Samaritan)

Adjacent Uses:
North: Evangelical Lutheran Good Samaritan – Senior Living
East: Central Minnesota Adult and Teen Challenge
South: Undeveloped Land
West: Multi-family and Single Family Residential

Adjacent Zoning:
North: TN-2 (Traditional Neighborhood 2) District
East: TN-2 (Traditional Neighborhood 2) District
South: TN-2 (Traditional Neighborhood 2) District
West: TN-1 (Traditional Neighborhood 1) District

Findings of Fact

1. **2501 Greenwood St (Parcel Number 41010613)** is located in a PSP (Public Semi-Public) District. Zoning Ordinance Section 515-3 (Allowed Uses) Appendix A: Table of Uses permits the operation of semi-public community centers, public and private schools, places of worship, and hospitals in the PSP District as a permitted uses.
2. **Purpose of Public Semi-Public Zoning District.** The PSP Zoning District is intended to identify lands used for community gathering spaces for purposes of education, recreation, congregation, worship, health, or similar. Lands zoned PSP contain 1.0 acres of land or provide a mix of community uses from a single facility or campus.
    a. *Central Minnesota Adult and Teen Challenge encompasses many of the permitted uses in the PSP District and fulfills the purpose of the PSP district by offering congregation, health, worship, and education services. A statement from the Teen Challenge USA website about their approach to recovery, "We base the curriculum and community of our addiction recovery centers on God's Word—the Bible. Addiction recovery centers that offer*

practical, appropriate, and accessible Bible-based courses facilitate the transition from alcoholism and substance abuse to a life of freedom in Christ. At Adult and Teen Challenge USA, we offer a chance to start over, become a new person, live a godly life, and find freedom through a restored purpose and an eternal hope. We do this through classes, individual study, personal mentoring, work ethics training, and involvement in the Christian community."

3. **Permitted Uses**. Any residential use must be accessory to the principal public-semi-public use and must obtain a Conditional Use Permit. Such use may not be separated from the principal use without an amendment to the CUP and may require rezoning. All principal uses must be identified as a public-semi-public use on the Table of Uses.
    a. *The applicant proposes to purchase three former memory care units of the Woodland Good Samaritan organization. The buildings currently have 16 bedrooms each with small common spaces in the middle. Two of the buildings would be used for residential recovery services providing a total of 32 bedrooms with 64 spaces if two occupants were placed in each room. DHS would license the various services provided at the facility. The proposed residential recovery services would require a Conditional Use Permit.*
4. Table 515-2-9.1. TN-2 Dimensional Standards – Density, Lot Size, Coverage and Height Standards
    a. Lot Size (minimum) – 1.0 Acre
    b. Front Yard Setback – 20'
    c. Side Yard Setback – 10'/20' corner
    d. Rear Yard Setback – 10'
        i. *The three buildings exceed the required setback standards of the PSP district. The property exceeds the lot size requirement of the PSP district.*
5. Criteria for Granting Conditional Use Permits. In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.
    a. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on the Appendix A: Table of Uses.
        i. *The PSP Zoning District is intended to identify lands used for community gathering spaces for purposes of education, recreation, congregation, worship, health, or similar. Central Minnesota Adult and Teen Challenge encompasses many of the permitted uses in the PSP District table of Uses Appendix A: Table of uses such as semi-public community centers, public and private schools, places of worship, and hospitals. Residential use in the PSP District requires a Conditional Use Permit.*
    b. The proposed use meets the regulations and standards established in this Ordinance.
        i. *There are no special standards associated with this use.*

c. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
    i. *The proposed use will not be dangerous, injurious, or noxious to adjacent properties or persons.*
d. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
    i. *The proposed Central Minnesota Adult and Teen Challenge campus is adjacent to their existing property along Business 371. The proposed site was used for group housing and should not create a condition that would cause an undesirable relationship between buildings and grounds to adjacent properties.*
    ii. *The two buildings closest to Greenwood Street has a 6' privacy fence connecting the two buildings.*
e. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
    i. *The proposed use is consistent with the environment and the neighborhood as it is adjacent to both Central Minnesota Adult and Teen Challenge and Evangelical Lutheran Good Samaritan. Both properties have large campuses and are zoned PSP District.*
f. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
    i. 515-4-12.K.36 Off-Street Parking (Number of Required Spaces) Other Uses. Other uses not specifically mentioned herein shall be determined on an individual basis by the City Council upon recommendation by the Planning Commission. Factors to be considered in such determination shall include (without limitation) the national parking standards for size of building, type of use, number of employees, expected volume and turnover of customer traffic and expected frequency and number of delivery or service vehicles.
        1. *Each building provides 12 parking spaces for a total of 36 spaces on the property. The proposed use is very similar to the previous memory care units and the site should have sufficient off-street parking to meet the needs of staff and residents.*
g. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
        1. **Land Use Goal 2**: Through thoughtful planning, maintain the unique identity of the city and all the appropriate land uses that support it.
            a. **Policy 1**: Support development that enhances the identity and community character of Brainerd.
        2. **Land Use Goal 3**: Support and invest in the incremental enhancements of quality of life.
            a. **Policy 2**: Encourage and attract stores and services for the daily needs of our community.

6. Conditions. In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses.

As of this writing, no one has contacted the Community Development Department with concerns about the Conditional Use Permit application for a residential addiction recovery facility with outpatient services.

Staff Recommendation

Staff recommends approval of the Conditional Use Permit for the operation of a residential addiction recovery facility with outpatient services.

Community Development Department
City Hall – 501 Laurel Street Brainerd, MN 56401
218-828-2309/Fax 218-828-2316
www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE 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)

PROPERTY ADDRESS: 2501 Greenwood Street

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: See Attached
(attach description if lengthy)

Property Owner Name: The Evangelical Lutheran Good Samaritan Society - Proposed: Minnesota Teen Challenge: see attached
Street Address: 4800 W. 57th St. **City:** Sioux Falls **State:** SD **Zip Code** 57108
Phone Number: 970-539-4358 **Fax:** _____ **E-mail:** rmertz@good-sam.com
Applicant Name: (If different than Property Owner) Sam Anderson Center Director MnTC Brainerd
Street Address: 2424 Business 371 **City:** Brainerd **State:** MN **Zip Code:** 56401
Phone Number: 218-833-8740 **Fax:** 218-833-8778 **E-mail:** sam.anderson@mntc.org

Description of Request: Please See attached

_____ 8/1/2022
Property Owner Signature **Date**

See Attached
(Please print name)

_____ 8/1/2022
Applicant Signature **Date**

Samuel S Anderson
(Please print name)

(OVER)

THE EVANGELICAL LUTHERAN
Good Samaritan Society
In Christ's Love, Everyone Is Someone

4800 W 57th Street
Sioux Falls, SD 57108

Phone: 605-362-3100
www.good-sam.com

SANFORD HEALTH

August 1, 2022

City of Brainerd, Minnesota
501 Laurel Street
Brainerd, MN 56401
Phone: (218) 828-2307
https://www.ci.brainerd.mn.us/

Re: Authorization of Minnesota Teen Challenge, Inc. to Apply for a Conditional Use Permit

To Whom It May Concern:

The purpose of this letter is to authorize Minnesota Teen Challenge, Inc., to apply for a conditional use permit on the property that The Evangelical Lutheran Good Samaritan Society owns, parcel ID No. 41010613 and 41010612 as depicted in Exhibit A.

Should you have any questions or concerns, please do not hesitate to contact Ryan Mertz, Real Estate Services Consultant: 970-539-4358; rmertz@good-sam.com.

Sincerely,

Joel Fluit
Executive Director, Systems Operations
The Evangelical Lutheran Good Samaritan Society

Request for Conditional Use Permit:

We are proposing purchasing the three former and now vacant memory care units of the Woodland Good Samaritan organization and associated acreage conditional on the approval of a CUP with the city of Brainerd. For the past 14 years Minnesota Adult & Teen Challenge has been providing addiction recovery services to adult men at our facility at 2424 Business 371. The land directly to the South of our campus on Business 371 and along Greenwood to the three buildings located at 2501 Greenwood Street is the property we are in negotiations to purchase. If approved by this commission and the city council, we hope to relocate our current outpatient services currently at 603 Oak Street to one of the three buildings. After that, we plan to provide housing to women seeking help from addiction in our community and region. Down the road our dream is to one day provide residential recovery services to women with children. There is a desperate need for such programming where moms can bring their small children into a recovery program with them. One other possible consideration would be to provide housing to employees of our facilities. The buildings currently have 16 bedrooms each with small common spaces in the middle. One of the buildings would be primarily converted to offices and classrooms and we do not anticipate any residents living there. The other two facilities have a total of 32 bedrooms with 64 spaces if two occupants were placed in each room. If we were to eventually provide services to women with children, code would require the children be included in the total number of residents allowed by code. They have non-commercial kitchens in all three and two of the buildings have commercial dish rooms. We would be preparing the food for residents in our current commercial kitchen at 2424 Business 371 and "hot box" delivering meals to the residents.

DHS has a range of licensure for providing the various services we are proposing and would be applied for and secured as required.

Crow Wing County land website describes the two property lots as:

The three buildings are located on the SW corner of this parcel.

Parcel number: 41010613

NW1/4 OF NW1/4 SEC. 1, EXCEPT N. 535 FT THEREOF PLATTED AS BRAINERD WOODLAND ACRES.

We would also be purchasing the acreage to the East of the buildings:

Parcel number 41010612

Description:
"PART OF SW1/4 OF NW1/4 LYING N. OF THEBURLINGTON NORTHERN R. R. ROW. EXC ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 31 WEST, CROW WING COUNTY, MINNESOTA, LYING NORTH OF THE NORTHERN PACIFIC RAILWAY COMPANY'S RIGHT OF WAY; WHICH LIES SOUTHEASTERLY OF A LINE RUN PARALLEL WITH AND DISTANT 50 FEET NORTHWESTERLY OF LINE 1 DESCRIBED BELOW: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE NORTHERLY ON AN AZIMUTH OF 02 DEGREES 23 MINUTES 07 SECONDS ALONG THE WEST LINE THEREOF FOR 62.19 FEET; THENCE ON AN AZIMUTH OF

232 DEGREES 45 MINUTES 56 SECONDS FOR 7 4.23 FEET TO THE POINT OF BEGINNING OF LINE 1 TO BE DESCRIBED; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED COURSE FOR 1765.95 FEET TO TANGENT SPIRAL POINT; THENCE DEFLECT TO THE LEFT ON A SPIRAL CURVE OF DECREASING RADIUS (SPIRAL ANGLE 02 DEGREES 29 MINUTES 50 SECONDS) FOR 300 FEET AND THERE TERMINATING; TOGETHER WITH THAT PART OF TRACT A HEREINBEFORE DESCRIBED, ADJOINING AND NORTHERLY OF THE ABOVE DESCRIBED STRIP, WHICH LIES WESTERLY OF A LINE RUN PARALLEL WITH AND DISTANT 33 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 1, AND SOUTHERLY OF LINE 2 DESCRIBED BELOW: COMMENCING AT THE POINT OF BEGINNING OF LINE 1 DESCRIBED ABOVE; THENCE NORTHERLY ON AN AZIMUTH OF 322 DEGREES 45 MINUTES 56 SECONDS FOR 37.00 FEET; THENCE DEFLECT TO THE RIGHT ON A TANGENTIAL CURVE, HAVING A RADIUS OF 160.00 FEET AND A DELTA ANGLE OF 61 DEGREES 56 MINUTES 36.16 SECONDS FOR 172.98 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 38 MINUTES 58.21 SECONDS FOR 228.21 FEET; THENCE DEFLECT TO THE LEFT ON A TANGENTIAL CURVE, HAVING A RADIUS OF 400.00 FEET AND A DELTA ANGLE OF 21 DEGREES 18 MINUTES 08. 73" FOR 148.72 FEET; THENCE ON TANGENT TO SAID CURVE FOR 62.31 FEET TO THE POINT OF BEGINNING OF LINE 2 TO BE DESCRIBED; THENCE EASTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS FOR 63 FEET AND THERE TERMINATING; CONTAINING 4.12 ACRES, MORE OR LESS, OF WHICH 3.23 ACRES IS ENCUMBERED BY AN EXISTING HIGHWAY EASEMENT AND 0.38 ACRE IS ENCUMBERED BY AN EXISTING ROAD EASEMENT; ALSO A RIGHT TO USE THE FOLLOWING DESCRIBED STRIPS FOR HIGHWAY PURPOSES, WHICH RIGHT SHALL CEASE ON DECEMBER 1, 2027, 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 AND EASTERLY OF THE SECOND ABOVE DESCRIBED STRIP, WHICH LIES NORTHERLY, WESTERLY, AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON LINE 3 DESCRIBED BELOW, DISTANT 200 FEET SOUTHERLY OF ITS POINT OF TERMINATION (MEASURED ALONG SAID LINE 3); THENCE SOUTHEASTERLY AT A RIGHT ANGLE FROM THE TANGENT OF THE CURVE AT SAID POINT TO A POINT DISTANT 63 FEET EASTERLY OF THE WESTERLY LINE OF SAID SECTION 1; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE TO THE POINT OF TERMINATION OF LINE 2 DESCRIBED ABOVE; THENCE WESTERLY ALONG SAID LINE 2 FOR 30 FEET TO THE EASTERLY LINE OF THE SECOND ABOVE DESCRIBED STRIP AND THERE TERMINATING; BEGINNING AT THE POINT OF BEGINNING OF LINE 1 DESCRIBED ABOVE; THENCE NORTHERLY ON AN AZIMUTH OF 322 DEGREES 45 MINUTES 56 SECONDS FOR 37.00 FEET; THENCE DEFLECT TO THE RIGHT ON A TANGENTIAL CURVE, HAVING A RADIUS OF 160.00 FEET AND A DELTA ANGLE OF 61 DEGREES 56 MINUTES 36.16 SECONDS FOR 172.98 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 38 MINUTES 58.21 SECONDS FOR 228.21 FEET; THENCE DEFLECT TO THE LEFT ON A TANGENTIAL CURVE, HAVING A RADIUS OF 400.00 FEET AND A DELTA ANGLE OF 21 DEGREES 18 MINUTES 08.73 SECONDS FOR 148.72 FEET; THENCE ON TANGENT TO SAID CURVE FOR 62.31 FEET AND THERE TERMINATING; A STRIP BEING THAT PART OF TRACT A HEREINBEFORE DESCRIBED, ADJOINING AND NORTHWESTERLY OF THE FIRST ABOVE DESCRIBED STRIP AND EASTERLY OF THE SECOND ABOVE DESCRIBED STRIP, WHICH LIES SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND A LINE RUN PARALLEL WITH AND DISTANT 65 FEET NORTHWESTERLY OF LINE OF 1 THE POINT DESCRIBED OF ABOVE; DISTANT 322.55 FEET SOUTHWESTERLY OF THE POINT TERMINATION OF SAID LINE 1 TO (MEASURED ALONG SD LINE 1) THENCE NORTHWESTERLY AT A RIGHT ANGLE FOR 15 FEET; THENCE SOUTHWESTERLY PARALLEL

WITHSAID LINE 1 TO AN INTERSECTION WITH THE EASTERLY LINE OF THE SECOND ABOVE DESCRIBED STRIP AND THERE TERMINATING;"

If approved both parties would be requesting to re-plat the first parcel 41010613 prior to sale in order to allow the Woodland Good Samaritan Home to retain the ownership of the paved path that goes through the woods to the North of those three buildings along the North Western edge of the property as their residents really enjoy going for rides through the woods on the paved path way.

As far as the acres of land, we hope to one day build a softball field, mowed pathways through the woods for quiet reflection and perhaps some Frisbee golf for the residents.

Minnesota Adult & Teen Challenge is one of the largest and most respected providers of addiction recovery services in the state of Minnesota with endorsements from both local leaders as well as state officials.

Respectfully Submitted,

Sam Anderson

Center Director

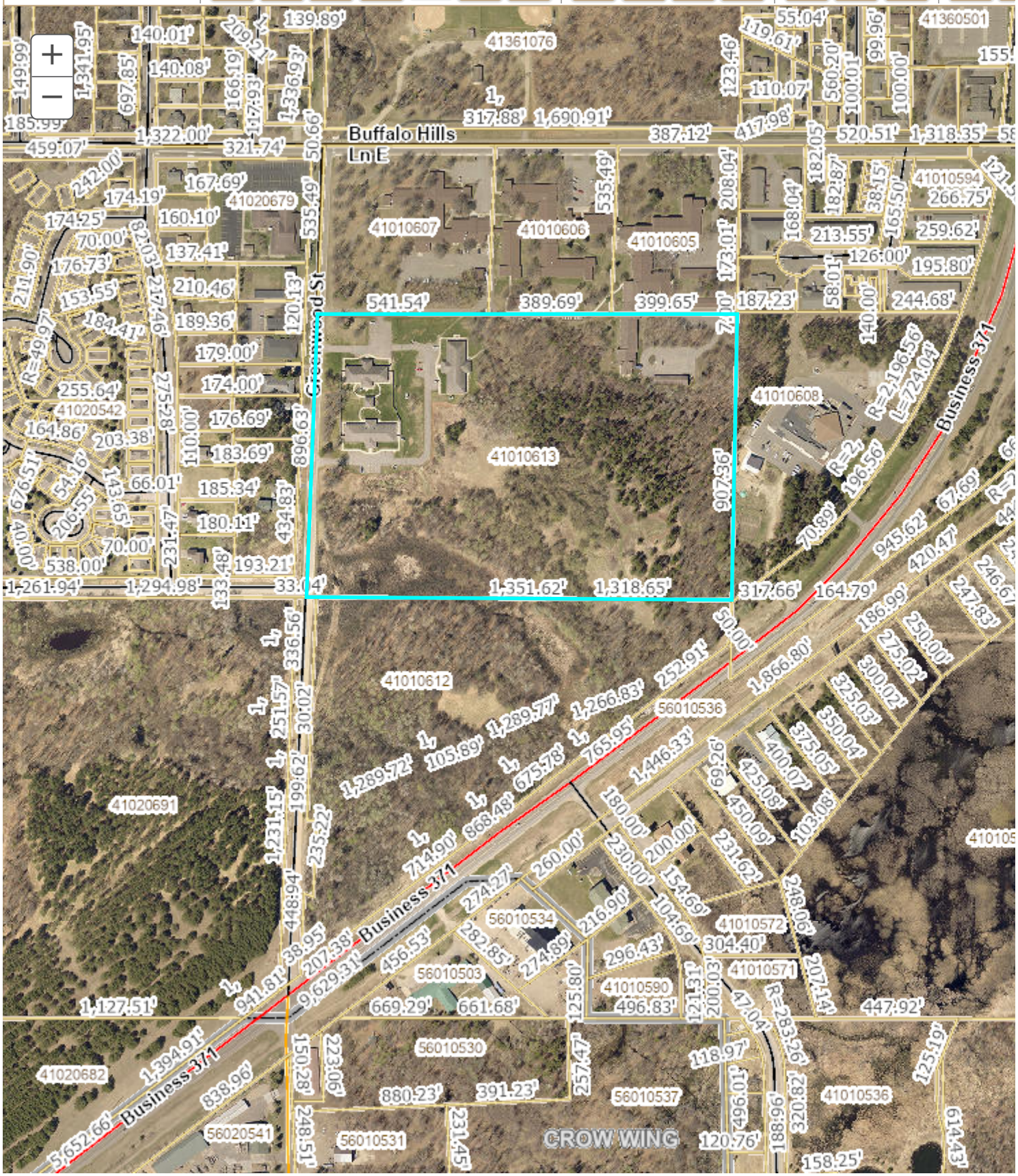
Central Minnesota Adult & Teen Challenge

2424 Business 371

Brainerd MN 56401

www.mntc.org

Crow Wing County

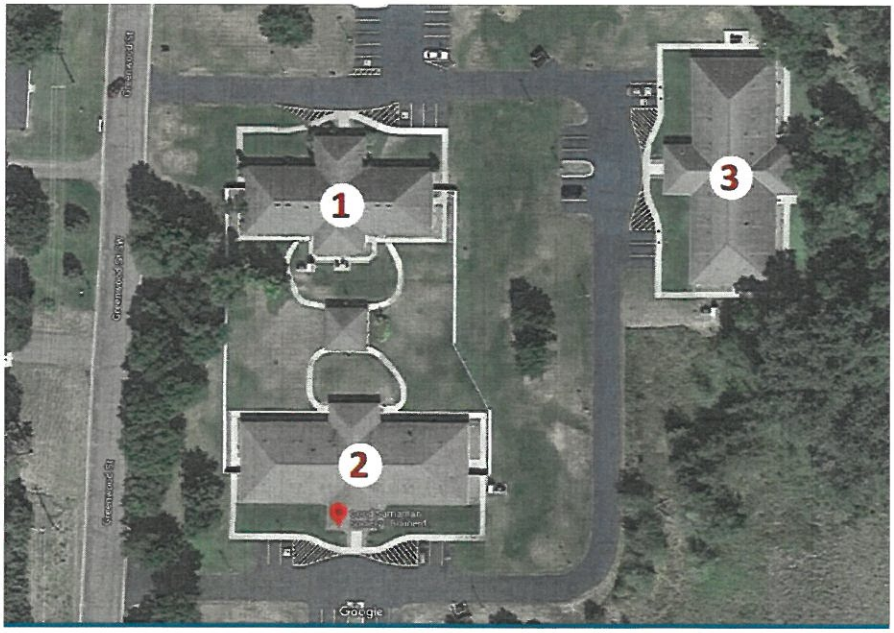


Scale 1: 5000

EXHIBIT A

The Church of Jesus Christ of Latter...
Breath of Life Adult Day Services
Buffalo Hills Ln E
Buffalo Hills Ln E
W/W Thompson Concrete Products Co
Greenwood St SW
Good Samaritan Society - Woodland
Central Minnesota Adult & Teen Challenge
Good Samaritan Society - Brainerd...
Greenwood St SW
Frontage Rd
B Johnson & Associates
Andrew St
Bobcat of Brainerd (Thero Inc.)

3D
BUFFALO HILLS LN E
GREENWOOD ST SW
SIXTH ST
ANDREW ST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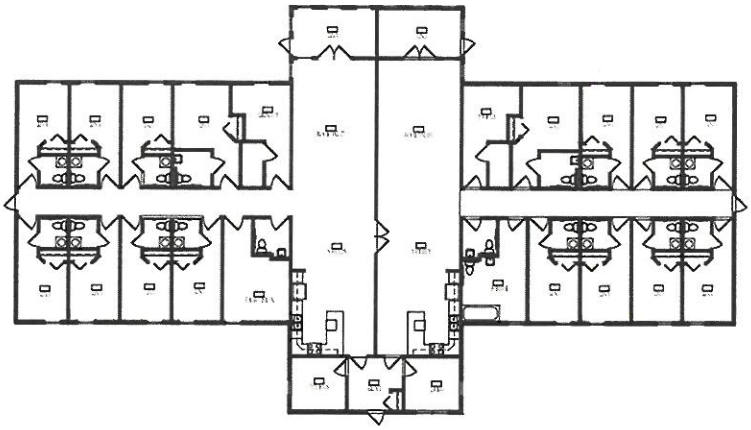
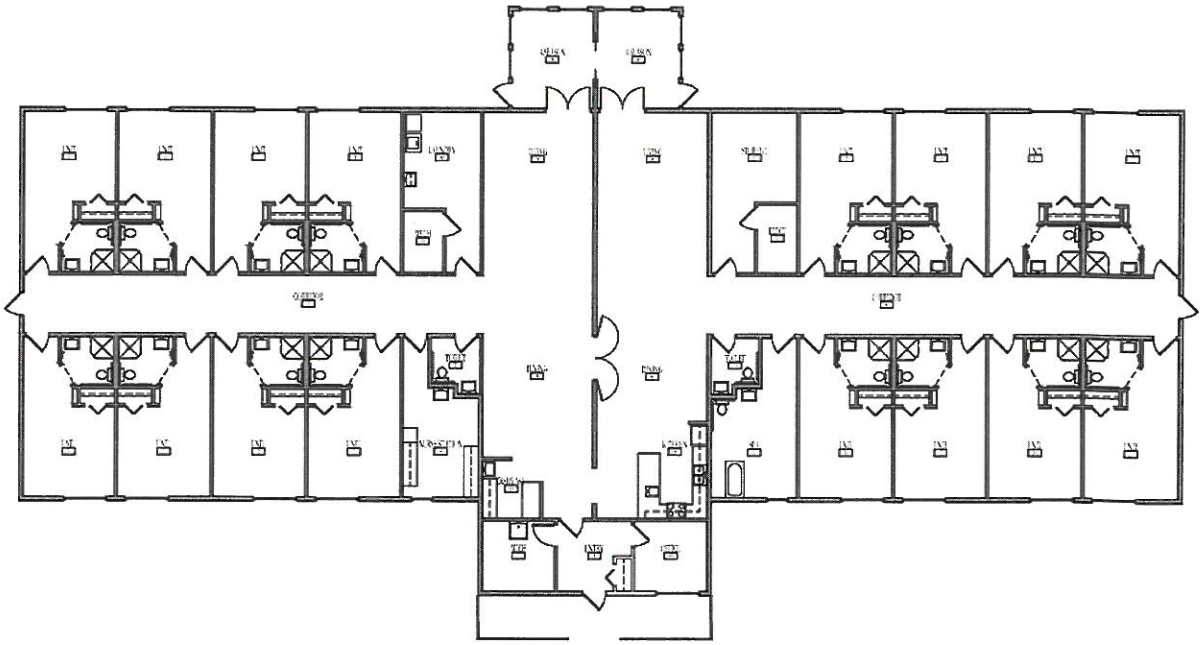


Building 1 with smaller footprint. Rooms are smaller with only ½ bath in each room. This is where we would propose converting to offices and classroom space.

Front of Building 1



Floor plan for buildings 2 and 3 – larger buildings with showers in individual rooms.

Side of building 1 with fence and building 2 in the background.

Building 2 front

Building 3

Fenced in courtyard with pavilion between building 1 and 2.

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Sam Anderson has submitted a request on behalf of Central Minnesota Adult and Teen Challenge for a Conditional Use Permit to operate a residential addiction recovery facility with outpatient services at 2501 Greenwood St, Brainerd MN, 56401. The current owner of this property is EVANGELICAL LUTHERAN GOOD SAMARITAN. The property included in this application is described as:

NW1/4 OF NW1/4 SEC. 1, EXCEPT N. 535 FT
THEREOF PLATTED AS BRAINERD WOODLAND ACRES.
P.I.N. 41010613
Section 1, Township 44, Range 31

The property is zoned PSP (Public Semi-Public) District, and Zoning Ordinance Section 515-2-17 (B) allows for residential uses as an accessory to the principal public-semi-public use with a Conditional Use Permit. A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, August 17, 2022 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Conditional Use Permit request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2309.

Dated this 4th day of August 2022

James L. Kramvik
Community Development Director

Publication Date: August 7, 2022

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19th, 2022

Title of Item: Public Hearing for the Removal of Library Board Member

☐ 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: Brainerd Public Library	**Department:** Administration
Presenter (Name & Title): Administrator Bergman	**Estimated Time Needed:** 5 min

Summary of Issue:

The Library Board is requesting that City Council remove Mr. Loyal Hyatt from the Library Board for non-attendance. Mr. Hyatt has not attended a Library Board meeting since August 2021. The Library Board needs to have a quorum to conduct business, which has been difficult.

Alternatives, Options, Effects on Others/Comments:

Per the Charter: 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 Council Members 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.

Recommended Action/Motion:

1) Hold Public Hearing for the Removal of the Library Board Member per the Charter

2) Authorize removal of Library Board Member

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

Please Explain:

Brainerd Public Library
Board of Directors
416 South 5th St
Brainerd, MN 56401

May 16, 2022

Mayor Dave Badeaux
501 Laurel Street
Brainerd, MN 56401

Dear Mayor Badeaux,

The Brainerd Public Library Board of Directors has attempted to contact board member Loyal Hyatt, including an official letter asking for his resignation due to non-attendance, sent April 2, 2022. The Board has received no response of any kind from Mr. Hyatt. The last meeting Mr. Hyatt attended was in August 2021. According to library board bylaws, "members who miss three consecutive, unexcused meetings may be asked to resign at the direction of the Board of Directors." The Board would now ask the Mayor to announce the vacancy on the board and to find a replacement for Mr. Hyatt.

Please refer any questions to Brainerd Public Library Branch Manager Laurel Hall, at 218-829-5574 or halll@krls.org.

Sincerely,

Susan E Hardy

Susan Hardy
Board President
Brainerd Public Library

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Adopt Res Setting the 2023 Preliminary Levy; & Set Public Hearing Date

☐ 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: Connie Hillman	**Department:** Finance
Presenter (Name & Title): City Administrator/Finance Director	**Estimated Time Needed:** 10 Minutes

Summary of Issue:

The 2023 preliminary levy for the City and the Brainerd HRA needs to be set by September 30, 2022. The final levy adopted in December can be lower than, but not higher than the preliminary levy. The preliminary levy is used for all of the Truth in Taxations notices sent out in November. The date and time for the public meeting, in which the budget and levy are discussed and the public is allowed to speak also needs to be set by September 30, 2022. The date of the public meeting needs to be held between November 25 and December 28, 2022 after 6:00 p.m., and it can be done during a regular council meeting. Historically the City has held a special meeting on the 2nd Monday in December at 6:00 p.m. which this year that would be December 12, 2022. There is no law that requires scheduling to avoid conflicting meeting dates of overlapping taxing authorities.

Alternatives, Options, Effects on Others/Comments:

Please see the attached memo and draft resolution.

The maximum HRA levy allowed by state statute is .0185% of the previous year's estimated market value, and this is the request of the HRA. As discussed at P&F meeting, this amount for 2023 is $155,981, and is $7,985 of additional funds. The HRA's levy is separate from the City's levy, but set by the City Council.

Recommended Action/Motion:

1. Adopt a resolution setting the preliminary levy for the City of Brainerd and the Brainerd HRA.
2. A motion to set the date and time for the budget public hearing.

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

Please Explain:

M E M O

TO: Mayor & Council

FROM: City Administrator Jennifer Bergman
Finance Director Connie Hillman

DATE: September 15, 2022

RE: 2023 Budget and Levy

Attached you will find the overview of the 2023 budget and levy. The column highlighted in grey is the budget and levy as discussed at the August 29, 2022 budget workshop. At the workshop, Staff estimated presented the 2023 levy would need to be increased by 4.86% over the 2022 levy. Staff then discussed the impact of the IAFF lawsuit settlement to the 2023 budget. If the City were to pay the $1.3 million out of the budget while remaining within our fund balance policy and a transfer from an internal fund, the levy would need to be increased by 25.64%.

Since the workshop, Staff has reviewed the budgeted line items, and Staff met with Council President Bevans and Personnel and Finance Chair Johnson. The green highlighted column is the recommended budget as of today. The following changes have been made to the budget:

Operating Expenditures:

- Personnel Services – Reduced budget by $82,571
    - Reduced the budget for the number of sworn police officers from 26 to 25.5 FTE's, with the goal of still getting to 27 police officers. Staff believes we will be at 27 officers by the end of the year 2023 so this could have an impact. However, it has been several years since we have been fully staffed with 27 officers at the police department. The recommendation is to budget for 25.5 FTE's.
    - Updated the budget for the actual benefits and pay for the 25th officer that was hired the end of August.
    - Updated Health Partner insurance plans for the updated renewal information we received – at approximately 3% rather than 4.4% that had been assumed.
- Services – Increased budget by $10,000

- This is for leases with Enterprise. All of the orders for 2022 have not been fulfilled yet, and the price of automobiles are increasing affecting the monthly lease rates.

Revenue – Non-property Tax:

- Licenses and Permit – Increased $50,000

- The Thrifty White property has been purchased by a developer which will potentially result in the construction of a mixed-use building in 2023
- Revenues from Other Governments – Decreased by $51,055

  - Updated the estimated amount from Baxter and Nisswa for prosecution services with updated information.

- Other Revenues – Decreased by $14,100

  - Revised the amount of revenue to be received from BPU as the crypto currency companies will more than likely not be at full capacity for all of 2023.

  - Budgeted for revenue from the sale of leased vehicles in the operating funds rather than the capital fund since the leases are paid from the operating funds.

Capital:

- Staff has also been reviewing the proposed 2023 capital expenditures. The total of the capital items presented in August was $1,946,100, the current total is $1,858,100.

Debt:

- Increased the debt levy by $100,000 to account for the repayment of funds borrowed from BPU and LMCIT.

The summary now shows that the City would need to increase levy by $346,740 for a balance budget, which is a 5.54% increase from 2022, excluding the IAFF lawsuit settlement.

Recovering Fund Balance from Lawsuit:

- Reduced the amount of fund balance to be used by using a target of 37% rather than 35%.

- Borrowing $250,000 from the LMCIT and potentially $1,000,000 from BPU. By borrowing, it spreads the settlement over several years rather than all in one year but adds an interest component.

$250,000 of the $1.9 million still remains, resulting in a ***proposed preliminary levy for 2023*** of ***$6,852,566*** or a ***9.54% increase*** from the 2022 levy.

Historical Tax Levy and Rate Information

The chart below shows the history of the City's levy and tax rates:

Levy Year Collected	Preliminary Levy Amount	% Change	Final Levy Amount	% Change	Tax Rate
2010	4,262,308	7.6%	4,112,308	3.8%	45.839%
2011	4,112,308	0.0%	4,055,836	-1.4%	48.003%
2012	4,205,836	3.7%	3,953,486	-2.5%	54.540%
2013	3,953,486	0.0%	3,953,486	0.0%	58.941%
2014	4,453,486	12.6%	4,453,486	12.6%	64.879%
2015	4,898,835	10.0%	4,898,835	10.0%	71.659%
2016	6,139,240	25.3%	5,217,260	6.5%	74.579%
2017	5,373,778	3.0%	5,373,778	3.0%	75.058%
2018	5,561,860	3.5%	5,561,860	3.5%	77.420%
2019	5,895,572	6.0%	5,895,572	6.0%	80.385%
2020	6,131,395	4.0%	6,072,439	3.0%	79.332%
2021	6,315,337	4.0%	6,133,163	1.0%	73.430%
2022	6,255,826	2.0%	6,255,826	2.0%	70.911%

2023 Preliminary Levy Amount Options

The table above shows that the City's tax rate for 2022 is **70.911%**. The ***very preliminary*** estimated market value information received from the County shows the estimated market value increased by ***20.39%*** for the City of Brainerd.

You will notice that the attached resolution does not have an amount filled in for the City's levy. The following tables presents different levy amounts based on various changes to the levy. The estimated tax rate is Staff's calculation and assumes a 20% increase in tax capacity as a result of an increase to the estimated market values of 20.39%. The County will compute the preliminary tax rate in November. The 9.54-10% increase in the levy is highlighted as this is what is needed at this point for a balance budget and fund balance recovery from the lawsuit.

Change in Levy	Calculated Tax Rate	Levy Amount	Dollar Change
No increase in Levy	59.092%	$6,255,826	$0
.5% Increase in Levy	59.387%	6,287,105	31,279
1% Increase in Levy	59.683%	6,318,384	62,558
2% Increase in Levy	60.275%	6,380,943	125,117
3% Increase in Levy	60.866%	6,443,501	187,675
4% Increase in Levy	61.458%	6,506,059	250,233
5% Increase in Levy	62.050%	6,568,617	312,791
6% Increase in Levy	62.641%	6,631,176	375,350
7% Increase in Levy	63.233%	6,693,734	437,908
8% Increase in Levy	63.825%	6,756,292	500,466
9% Increase in Levy	64.416%	6,818,850	563,024
9.54% Increase in Levy	64.735%	6,852,566	596,740
10% Increase in Levy	65.008%	6,881,409	625,583

Please let us know if you have any questions.

Enclosures
/clh

2023 Levy Overview
As of 9/14/2022

	Adopted Budget 2022	2023 Budget as of 8/29/2022	2023 Budget as of 9/14/2022	Difference in Budgets - Current vs 2022 Budget	% Difference Current vs 2022 Budget
TOTAL OPERATING EXPENDITURES					
Personnel Services	$ 7,668,965	$ 8,049,713	$ 7,967,142	$ 298,177	3.89%
Supplies	522,100	615,400	615,400	93,300	17.87%
Services	2,598,082	2,787,076	2,797,076	198,994	7.66%
Transfers Out	432,873	437,932	437,932	5,059	1.17%
Total Expenditures	$ 11,222,020	$ 11,890,121	$ 11,817,550	$ 595,530	5.31%
TOTAL CAPITAL	$ 1,255,927	$ 1,255,927	$ 1,255,927	$ -	0.00%
TOTAL DEBT LEVY	$ 800,615	$ 770,000	$ 870,000	$ 69,385	8.67%
OTHER LEVIES					
Perm Improvement	$ 426,990	$ 375,350	$ 375,350	$ (51,640)	-12.09%
Hydrant	-	-	-	-	0.00%
Sr Activity/Green Space/Comm Fest.	320,244	281,511	281,511	(38,733)	-12.09%
Library	146,851	149,788	149,788	2,937	2.00%
EDA	145,036	152,861	152,861	7,825	5.40%
Airport	155,500	155,500	155,500	-	0.00%
Total Other Levies	$ 1,194,621	$ 1,115,010	$ 1,115,010	$ (79,611)	-6.66%
TOTAL ESTIMATED EXPENDITURES	**$ 14,473,183**	**$ 15,031,058**	**$ 15,058,487**	**$ 585,304**	**4.04%**
TOTAL REVENUE - NON-PROPERTY TAX					
Other Taxes	$ (288,800)	$ (274,000)	$ (274,000)	$ (14,800)	-5.12%
Licenses & Permits	(487,470)	(390,990)	(440,990)	(46,480)	-9.53%
Grants & Aids	(5,059,977)	(5,148,468)	(5,148,468)	88,491	1.75%
Revenue from Other Gov'ts	(286,468)	(360,350)	(309,295)	22,827	7.97%
Charges for Services	(961,193)	(966,036)	(966,036)	4,843	0.50%
Fines & Forfeitures	(146,500)	(127,000)	(127,000)	(19,500)	-13.31%
Other Revenues	(849,149)	(1,046,732)	(1,032,632)	183,483	21.61%
Transfers In	(122,800)	(172,500)	(172,500)	49,700	40.47%
Total Revenues	**$ (8,202,357)**	**$ (8,486,076)**	**$ (8,470,921)**	**$ 268,564**	**3.27%**
(USE)/ADDITION TO FUND BALANCE					
Election	$ (15,000)	$ 15,000	$ 15,000	$ (30,000)	
Estimated Levy	**$ 6,255,826**	**$ 6,559,982**	**$ 6,602,566**	**$ 346,740**	**5.54%**
Actual Levy / ***Proposed***	**$ 6,255,826**	***$ 6,559,982***	***$ 6,602,566***		
% Increase	2.00%	***4.86%***	***5.54%***		
$ Increase	122,663	304,156	346,740		
Recovering Fund Balance from Lawsuit					
Total City Share		$ 1,900,000	$ 1,900,000		
Reduction of Fund Balance to 35% / 37%		(450,000)	(250,000)		
Transfer from Insurance Fund		(150,000)	(150,000)		
Loan from LMCIT		-	(250,000)		
Loan from BPU		-	(1,000,000)		
Unfunded		**$ 1,300,000**	**$ 250,000**		
Total *Proposed* Levy		**$ 7,859,982**	**$ 6,852,566**		
% Increase		***25.64%***	***9.54%***		
$ Increase		$ 1,604,156	$ 596,740		

R E S O L U T I O N

NO. XX:22

RESOLUTION SETTING THE 2023 PRELIMINARY LEVY FOR THE CITY OF BRAINERD AND THE BRAINERD HRA

WHEREAS, the Brainerd City Council is required to set a Preliminary Levy by September 30, 2023; and

WHEREAS, the Brainerd City Council held a Budget Workshop on August 29, 2022, and discussed the capital in April; and

WHEREAS, the Brainerd City Council, during the Special Meeting, discussed the overall budget process, the overall expenditures, and the debt service of the City;

NOW, THEREFORE BE IT RESOLVED by the City of Brainerd, County of Crow Wing, State of Minnesota that the following sums are the preliminary levy for the taxes payable in the year 2023:

$ _____ plus $155,981 for the HRA.

Adopted this ____ day of September 2022

_____
KELLY BEVANS
President of the Council

Approved this ____ day of September 2022

_____
DAVE BADEAUX
Mayor

ATTEST:_____
JENNIFER BERGMAN
City Administrator

Brainerd City Council
Agenda Request

Requested Meeting Date: September 6, 2022

Title of Item: Final Reading Proposed Ordinance 1536

☐ 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: Jennifer Bergman, City Administrator	**Department:** Administration
Presenter (Name & Title): Jennifer Bergman, City Administrator	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

On the June 20th City Council meeting, the Council held a public hearing and the final reading of Ordinance 1532, an ordinance amending the City Charter (see attached). Ordinances to amend the City Charter must be a unanimous vote; the ordinance failed on a 4-3 vote. The discussion at the Council was that there were too many changes to the Charter in one ordinance. The Charter Commission discussed the ordinance at their July meeting and recommended that the Council consider three separate ordinances.

Alternatives, Options, Effects on Others/Comments:

Ordinance 1536 amends two sections of the Charter: 1) Chapter One, Section 2 removing the written description of the Wards and replacing it with "The City shall be divided into four wards in accordance with state law;" and, 2) Chapter Two, Section 14 by changing the elections of President and Vice President to the first meeting in January as opposed to the first meeting of the City Council after the regular City election.

The Council held the first reading on September 6, 2022. A public hearing was held on June 20th and the language has not changed; rather, the language in Ordinance 1532 was just divided into three separate ordinances. Therefore, City Attorney Langel has determined that another public hearing is not needed.

Recommended Action/Motion:

1) Hold/dispense with the final reading of Proposed Ordinance No. 1536, an ordinance amending Brainerd City Charter.

2) Adopt Proposed Ordinance No. 1536, an ordinance amending Chapters 1 and 2 of the Brainerd City Charter.

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

Please Explain:

O R D I N A N C E
No. 1536

AN ORDINANCE AMENDING THE CITY CHARTER

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Chapter One is amended as follows, with underlined language added and deleted language struck out.

CHAPTER ONE

NAME, BOUNDARIES, POWERS AND DIVISIONS

2. The City shall be divided into four wards in accordance with state law. ~~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.~~

~~d. 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.

CHAPTER TWO

OFFICERS AND ELECTIONS

14. At the first meeting in January of the City Council after the regular City election it shall proceed to elect by ballot from its members ~~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.

SECTION THREE: Upon passage, this ordinance becomes effective 90 days after its publication.

Adopted this _____ day of _____, 2022

_____
KELLY BEVANS

President of the Council

Approved this _____ day of _____, 2022

_____
DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

O R D I N A N C E
No. 1532

AN ORDINANCE AMENDING THE CITY CHARTER

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Chapter One is amended as follows, with underlined language added and deleted language struck out.

CHAPTER ONE

NAME, BOUNDARIES, POWERS AND DIVISIONS

2. The City shall be divided into four wards in accordance with state law. ~~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.~~

~~d. 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.

CHAPTER TWO

OFFICERS AND ELECTIONS

14. At the first meeting in January of the City Council after the regular City election it shall proceed to elect by ballot from its members ~~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.

36. 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 or Resolution define the circumstances wherein such deferments may be made.

~~36.~~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 as were present when said vote was originally taken.

~~37.~~38. The City Council shall examine, audit, and adjust the accounts of the City at such times as it deems proper or as otherwise required by law.

~~38.~~39. 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. The provisions of this section shall not apply to purchases made by, or on 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 deleted language struck out.

CHAPTER THREE

FINANCES

2. Except as otherwise provided herein, all disbursements shall be made by check or electronic transfer. Checks shall be signed by the Mayor and countersigned by the City Administrator. All payments are to be reviewed and approved by the City Council.

The City Council shall annually levy taxes to provide for the following specifically designated fund:

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 9% of the City's previous year's total levy. 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.~~

SECTION FOUR: Chapter Five – Streets – is repealed in its entirety. Chapter Six – Public Utilities Commission – is renumbered as Chapter Five. Chapter Seven – The Park and Recreation Board – is renumbered as Chapter Six. Chapter Eight – Public Library Board – is renumbered as Chapter Seven. Chapter Nine – General Provisions – is renumbered as Chapter Eight.

SECTION FIVE: Upon passage, this ordinance becomes effective 90 days after its publication.

Adopted this _____ day of _____, 2022

_____
KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2022

_____
DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Brainerd City Council
Agenda Request

Requested Meeting Date: September 6, 2022

Title of Item: Final Reading Proposed Ordinance 1537

☐ 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: Connie Hillman, Finance Director	**Department:** Administration
Presenter (Name & Title): Connie Hillman, Finance Director	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

On the June 20th City Council meeting, the Council held a public hearing and the final reading of Ordinance 1532, an ordinance amending the City Charter (see attached). Ordinances to amend the City Charter must be a unanimous vote; the ordinance failed on a 4-3 vote. The discussion at the Council was that there were too many changes to the Charter in one ordinance. The Charter Commission discussed the ordinance at their July meeting and recommended that the Council consider three separate ordinances.

Alternatives, Options, Effects on Others/Comments:

Ordinance 1537 amends the language in the Permanent Improvement Fund. The recommended change is to eliminate references to Subdivision 11 Section 46 and Section 49 as this was renumbered. The rest of the section outlines certificates and the issuing of debt. The funds levied for permanent improvement fund are transfers to the construction fund (401) and used to maintain streets and alleys. The City issues debt under the sections of state statute that apply, such as 429 bonds. The amendment does keep the requirement to levy taxes in amount not to exceed 9% of the City's previous year's total levy to be used specifically for streets.

The Council held the first reading on September 6, 2022. A public hearing was held on June 20th and the language has not changed; rather, the language in Ordinance 1532 was just divided into three separate ordinances. Therefore, City Attorney Langel has determined that another public hearing is not needed.

Recommended Action/Motion:

1) Hold/dispense with the final reading of Proposed Ordinance No. 1537, an ordinance amending Brainerd City Charter.

2) Adopt Proposed Ordinance No. 1537, an ordinance amending Chapter 3 of the Brainerd City Charter.

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

Please Explain:

O R D I N A N C E
No. 1537

AN ORDINANCE AMENDING THE CITY CHARTER

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Chapter Three is amended and renumbered as follows, with deleted language struck out.

CHAPTER THREE

FINANCES

2. Except as otherwise provided herein, all disbursements shall be made by check or electronic transfer. Checks shall be signed by the Mayor and countersigned by the City Administrator. All payments are to be reviewed and approved by the City Council.

The City Council shall annually levy taxes to provide for the following specifically designated fund:

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 9% of the City's previous year's total levy. 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.~~

SECTION TWO: Upon passage, this ordinance becomes effective 90 days after its publication.

Adopted this _____ day of _____, 2022

_____
KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2022

_____
DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Brainerd City Council
Agenda Request

Requested Meeting Date: September 6, 2022

Title of Item: Final Reading Proposed Ordinance 1538

☐ 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: Jennifer Bergman, City Administrator	**Department:** Administration
Presenter (Name & Title): Connie Hillman, Finance Director	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

On the June 20th City Council meeting, the Council held public hearing and the final reading of Ordinance 1532, an ordinance amending the City Charter (see attached). Ordinances to amend the City Charter must be a unanimous vote; the ordinance failed on a 4-3 vote. The discussion at the Council was that there were too many changes to the Charter in one ordinance. The Charter Commission discussed the ordinance at their July meeting and recommended that the Council consider three separate ordinances.

Alternatives, Options, Effects on Others/Comments:

Ordinance 1538 would eliminate Chapter Five - Streets - in its entirety and add the following language to Chapter 2: "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 or Resolution define the circumstances wherein such deferments may be made." During the review of the Charter, former City Engineer Paul Sandy reviewed the Streets Chapter and recommended eliminating the majority of the chapter as it is covered in state statute (see attached memo from P Sandy).

The Council held the first reading on September 6, 2022. A public hearing was held on June 20th and the language has not changed; rather, the language in Ordinance 1532 was just divided into three separate ordinances. Therefore, City Attorney Langel has determined that another public hearing is not needed.

Recommended Action/Motion:

1) Hold/dispense with the final reading of Proposed Ordinance No. 1538, an ordinance amending Brainerd City Charter.

2) Adopt Proposed Ordinance No. 1532, an ordinance amending Chapter 5 of the Brainerd City Charter.

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

Please Explain:

O R D I N A N C E
No. 1538

AN ORDINANCE AMENDING THE CITY CHARTER

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Chapter Two is amended and renumbered as follows, with underlined language added and deleted language struck out.

CHAPTER TWO

OFFICERS AND ELECTIONS

36. 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 or Resolution define the circumstances wherein such deferments may be made.

~~36.~~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 as were present when said vote was originally taken.

~~37.~~38. The City Council shall examine, audit, and adjust the accounts of the City at such times as it deems proper or as otherwise required by law.

~~38.~~39. 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. The provisions of this section shall not apply to purchases made by, or on behalf of the Public Utilities Commission or the Park Board or the departments under their control respectively.

SECTION TWO: Chapter Five – Streets – is repealed in its entirety. Chapter Six – Public Utilities Commission – is renumbered as Chapter Five. Chapter Seven – The Park and Recreation Board – is renumbered as Chapter Six. Chapter Eight – Public Library Board – is renumbered as Chapter Seven. Chapter Nine – General Provisions – is renumbered as Chapter Eight.

SECTION THREE: Upon passage, this ordinance becomes effective 90 days after its publication.

Adopted this _____ day of _____, 2022

_____
KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2022

_____
DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

M E M O

TO: Brainerd Charter Commission

FROM: Paul Sandy, City Engineer/Public Works Director

DATE: 03/21/2022

SUBJECT: Changes to Brainerd City Charter Chapter 5 – Streets

City staff have taken some time to review Chapter 5 of the Charter in its entirety and have reviewed the section with the City Attorney. These changes to this section are recommended by Staff as we move forward in the Charter revision process.

1. 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.

Recommendation: This section of the Charter speaks to vacating streets, highways, lanes, and alleys and special voting requirements. Minnesota Statute § 412.851 covers, in detail, the Council process in vacating streets. The section of statute also requires that a 4/5 vote of the Council for a proposed vacation without a petition, in which is one difference between the statute (requires simple majority) and the Charter. In staff's opinion, that alone does not warrant retaining this section of the Charter, and that the statutory process makes more sense. Also, to the contrary of the charter language, courts can vacate streets under Minnesota Statute § 505.14, but is rarely done.

It is staff's recommendation that this section of the Charter be struck in its entirety.

2. 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 deeded advisable.

Recommendation: This section of the Charter speaks to the city setting aside districts for street cleaning. The city's current practice is sweeping the entirety of the city at least twice per year. The district language in the Charter is old and is not in practice by city maintenance forces.

It is staff's recommendation that this section of the Charter be struck in its entirety.

3. 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.

Recommendation: This section of the Charter gets into sidewalk maintenance and adjacent owners being responsible for constructing, reconstructing, and maintaining walks when they fall into disrepair. The city currently constructs and reconstructs walks in line with capital improvement projects but does not assess for any of the sidewalk improvement costs. Being that this is the current practice, and staff does not see homeowners constructing or reconstructing walks in the future, any reference to constructing or reconstructing walks should be removed from the Charter. It is also staff's recommendation that we continue to not assess for constructing or reconstructing walks in the future.

When it comes to maintenance of said walks or keeping walks in a state of good repair, the current practice is to enforce this section on a complaint driven basis. This has long been a discussion point within the engineering department and will likely need to be re-worked in its entirety, dependent on the discussions by the Commission.

Chair Czeczok brought forward something that occurred in 2010 related to a Charter amendment that was passed by the voters in Brainerd. The question was as follows:

Shall Sections 76 and 77 of the Charter of the City of Brainerd pertaining to the construction, reconstruction and repair of sidewalks be amended to state that a property owner who is required to make such sidewalk improvements will be assessed for such expense based on the actual benefit to the property with any excess costs that exceed the benefit paid as a current expense of the City?

This Charter amendment basically references that they city would follow our Street Assessment Policy for making repairs to city walks and would assess based on the actual benefit to the owner for the repairs thereto. Some cities do rely on homeowners to repair sidewalks, and some do assess for sidewalk repair and replacement per Minnesota Statute § 429.021, subd. 1(1). The issue with assessing for anything related to sidewalks is that which there is some benefit, but it is typically relatively small. People are appealing assessments at a higher rate than they used to, and it is a challenge to demonstrate benefit.

It is staff's recommendation that this section of the Charter be struck in its entirety. This would mean that the city would solely be responsible for repair, constructing, and reconstructing walkways at its expense. There would need to be funding allocated annually for a project such as this, that would fall in line with our annual maintenance projects such as crack sealing, seal coating, large patches, and street striping. Staff recommends that a future line item be added to the 5-Year Street and Sewer Capital plan for sidewalk repairs, such as trippers, heaves, and other areas of non-compliance with ADA standards.

It is also important to note that, if the Charter Commission and Council elect to move this direction, that City Code § 805.11 should also be changed if this section is deleted, as it requires property owners to maintain sidewalks (and alleys?), and if they do not, the City can perform the improvement and assess the costs.

4. 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.

Recommendation: This section gets to process and procedure for identifying issues with existing walks, repairing them promptly, and assessing for the costs of the repair to the property owner. It also talks to that, if there is not enough money to defray the costs of repairs to the walks, that they be removed in their entirety and reconstructed. When a complaint is received, the engineering department will typically work directly with the adjacent owners on making the repair. We have not assessed for a repair in some time, and typically, the homeowner or business owner has paid these costs up front. Follow up on these issues, admittedly, has not been that great in the past. If the Commission and Council move forward with the recommendations in this memo, then this would be a non-issue moving forward.

It is staff's recommendation that this section of the Charter be struck in its entirety.

5. 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.

Recommendation: Staff suspects this is an old provision enacted to prevent property owners from constructing a sidewalk without a proper base. Being that sidewalks are being constructed and reconstructed by the city, and if the Commission and Council move forward with repairs being a part of the city's duties, this section becomes obsolete.

It is staff's recommendation that this section of the Charter be struck in its entirety.

6. 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.

Recommendation: There is not a good way to enforce this provision of the Charter effectively but through complaints or by city staff visually seeing this take place. No one should be dumping snow on city streets, whether it is a property owner or the railroad. Staff feels this section can be handled by ordinance in city code.

It is staff's recommendation that this section of the Charter be struck in its entirety.

7. 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.

Recommendation: This section of Chapter 5 deals with voting requirements for assessments. State law does specifically allow cities to alter assessment process via Charter, however, staff follows Minnesota Statute § 429 for assessment proceedings. The only real difference between this statute and the Charter is the 2/3 vote requirement rather than a simple majority. If this is not a significant issue for the Charter Commission or Council, then staff would recommend this section be deleted.

It is staff's recommendation that this section of the Charter be struck in its entirety.

1. 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.

Recommendation: This Charter section allows for deferrals for financial hardship cases. This is a Charter issue as this kind of deferral is not reflected in state law, so it needs to remain in the charter somewhere, either in Streets (because it is limited to street improvements, or perhaps in Finance. This language also requires an ordinance on the subject. Ordinance 974 was an ordinance amending the Charter and adding in the language you see, and Resolution 49:88 specifically addresses deferment of assessment for senior citizens. Both of which can be seen attached.

There needs to be some discussion from the Commission on this section as it relates to the Streets section of the Charter. If the Commission elects to follow staff's recommendations, much of this section would be deleted and the only thing outstanding would-be deferments of assessments. This could stay in the streets section or be moved to another location.

Staff does not recommend any additions to the streets section of the Charter or issues the Streets section should address. With the recommended deletions, the only section left related to Streets in the charter would be the deferment of assessments, unless this section were removed, then Section 5 of the Charter could be deleted in its entirety.

Staff will be available at the Charter Commission meeting to answer any questions from the Commission about this section.

Brainerd City Council
Agenda Request

Requested Meeting Date: September 19, 2022

Title of Item: Res - Decl. Assessments and Call PH-Nuisances, DTSS, and DTSR

☐ 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: City Engineer/PW Director Dehn	**Department:** Community Development and Public Works
Presenter (Name & Title): Community Development Director Kramvik and City Engineer/PW Director Dehn	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

Pursuant Minnesota Statute 429 and to continue with assessment proceedings, the City Council must declare costs to be assessed, order the preparation of the proposed assessment, and call a public hearing on the proposed assessment.

Alternatives, Options, Effects on Others/Comments:

The 2022 nuisance abatement assessments are totaling $40,125. Contracted snow removal costs in the downtown district had a total cost of $100,730.52 during the 2021-2022 snow season. This equates to 60.5 billed inches of snow. The special services district including landscaping, garbage, and maintenance had a cost of $13,084.66 for the 2022 season. Total cost of the special services district is $113,815.18. $60,402.59 is proposed to be assessed, $31,288.36 is proposed to be paid by the parking lot fund, and $22,124.23 is proposed to be paid by the street and sewer fund.

Recommended Action/Motion:

Staff recommends adopting the attached resolution in which declares the cost to be assessed, orders the preparation of the proposed assessment, and sets a public hearing on the proposed assessment virtually for October 17, 2022 at 7:30 PM.

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

Please Explain:

NOTICE OF HEARING ON PROPOSED ASSESSMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota will meet in the Council Chambers of the Brainerd City Hall at 7:30 p.m. on October 17, 2022, to pass upon the proposed assessment for the following improvements:

DOWNTOWN SPECIAL SERVICES DISTRICT

Snow Removal, Irrigation Maintenance, Landscaping, Garbage Collection

Laurel Street from South 6th Street to South 8th Street
Front Street from South 6th Street to South 8th Street
South 7th Street from Maple Street to Front Street

NUISANCE ABATEMENT

Nuisance Abatement and Administrative Citations

Miscellaneous properties around the City

The areas proposed to be assessed for these improvements are the properties abutting and/or benefitting from the above-described projects.

The proposed assessment role is on file for public inspection at the City Administrator's Office and the City Engineer's Office.

The total cost of Downtown Special Services District is $113,815.18 of which $60,402.62 is proposed to be assessed.

The total cost of Nuisance Abatement is $40,125.00 of which $40,125.00 is proposed to be assessed.

Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of any assessment unless a signed, written objection is filed with the City Administrator prior to the hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

The amount to be specifically assessed against your particular lot, piece or parcel of land is shown on the attached enclosure. You may at any time prior to certification of the assessment to the County Auditor pay the entire assessment on such property with interest accrued to the date of payment to the City Administrator. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter pay to the County Auditor the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which the payment is made. If you decide not to pre-pay the assessment before the date given above, the rate of interest that will apply is four and ninety-one hundredths' percent (4.91%) per year. The right to partially prepay the assessment pursuant to Section 315 of the Brainerd City Code is available. Further, pursuant to Ordinance 974 deferred assessments may be granted by the City Council where a financial hardship exists and pursuant to Resolution No. 4988, and any amendments thereto, the City Council may defer a special assessment for needy persons. If you feel that you might qualify for such deferments, please discuss this with the City Administrator at your earliest convenience.

The assessments will be spread over a period of one (1) year.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.

2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for the questioning of the City's witnesses will be followed with the objector's witnesses.

3. The objector may be represented by counsel.

4. Minnesota Rules of Evidence will not be strictly applied; however they may be considered and argued to the Council as to the weight of the items of evidence or testimony presented to the Council.

5. The entire hearing will be tape-recorded.

6. At the close of the presentation of evidence, the objector and the City may make final presentations to the council based on the evidence and the law. No new evidence may be presented at this point.

7. The Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to the District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Administrator of the City within thirty (30) days after the adoption of the assessment, and by filing such notice with the District Court within ten (10) days after the service upon the Mayor or City Administrator.

Dated this 19th day of September 2022

Jennifer Bergman
City Administrator

Any individual needing special accommodations please call 828-2307.

Published September XX, 2022

R E S O L U T I O N
NO xx:22

RESOLUTION DECLARING COSTS TO BE ASSESSED
ORDERING PREPARATION OF PROPOSED ASSESSMENT,
AND ORDERING A PUBLIC HEARING ON PROPOSED ASSESSMENT

WHEREAS, the costs have been determined for Downtown Special Services District and Nuisance Abatement involving the following described areas in the City of Brainerd:

DOWNTOWN SPECIAL SERVICES DISTRICT

Snow Removal, Irrigation Maintenance, Landscaping, Garbage Collection

Laurel Street from South 6th Street to South 8th Street
Front Street from South 6th Street to South 8th Street
South 7th Street from Maple Street to Front Street

NUISANCE ABATEMENT

Nuisance Abatement and Administrative Citations
Misc properties around the City

WHEREAS, the estimated total costs for said improvements are Downtown Special Services District – $113,815.18 and Nuisance Abatement - $40,125 respectively, and

WHEREAS, the City Council has ordered preparation of the proposed assessment, and

WHEREAS, the City Council hereby sets the Public Hearing for Monday, October 17, 2022, at 7:30 p.m.,

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

1. The portion of the cost of such improvement to be paid by the City is hereby declared to be Downtown Special Services District $53,412.59 and Nuisance Abatement - $40,125.00 respectively, and the portion of the cost to be assessed against benefited property owners is declared to be Downtown Special Services District $60,402.62 and Nuisance Abatement – $40,125.00 respectively.

2. Assessments shall be payable in annual installments extending over a period of one year, to be paid on or before the first Monday in January 2023 and shall bear interest at the rate of four and ninety-one hundredths' percent (4.91%) per annum from the date of the adoption of the assessment resolution.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment to the City Administrator, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment.

The owner of any property so assessed may at any time thereafter pay to the Crow Wing County Auditor the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which such payment is made.

4. Pursuant to Ordinance No. 974 deferred assessments may be granted by the City Council where a financial hardship exists and pursuant to Resolution No. 4988 and any amendments thereto, the City Council may defer a special assessment for needy persons.

5. Pursuant to proper notice duly given as required by law, the hearing will be held on the 17th of October 2022 in the City Hall building at Brainerd, Minnesota, at 7:30 p.m. concerning such proposed assessments and at such time and place all persons owning property affected by such improvements were given an opportunity to be heard with reference to such assessments.

Adopted this ____ day of _____, 2022

_____
KELLY BEVANS
President of the Council

Approved this ____ day of _____, 2022

_____
DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator