



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, April 1, 2024 @ 7:30 PM

The public is invited to attend these meetings in person

Attend by phone: 1-844-992-4726

City Council - Meeting Access Code: 2482 808 9769

Personnel and Finance Committee met on 3/27

Safety and Public Works Committee at 7:00 PM - Meeting Access Code: 2496 651 9263

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

1. **Call To Order**

2. **Roll Call**

___ T. Stenglein ___ G. Johnson ___ J. Czczok ___ M. O'Day ___ K. Stunek ___ K. Terry ___ 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**

B. **Approval of Minutes**

C. **Department Activity Reports**

D. **Approve Temporary Beer License Application Submitted by Eagles Club #287 for an Event to be held on April 27 at Memorial Park, 1700 Mill Ave- Contingent upon Inspections**

E. **Adopt Resolution MN Charitable Gambling Application to Conduct Off-Site Gambling Submitted by Brainerd Elks #615 for an Event to be held on May 8th, 2024 at the Brainerd Armory 1115 Wright St.**

F. **Approve Temporary Liquor License Application Submitted by the Brainerd Elks #615 for an Event to be held on May 8th at The Brainerd Armory, 1115 Wright St- Contingent upon Approvals**

- G. **Approve Revised Public Utilities Department Operations Manager, Water/Wastewater Manager and Maintenance Mechanic Job Descriptions as presented.**
- 6. **Presentations**
 - A. **Presentation by Tammy Ebertowski Special Gratitude and Armed Forces Tribute Event**
 - B. **Camp Ripley Annual Presentation**
- 7. **Council Committee Reports**
 - A. **Safety & Public Works Committee**
 - 1. Discuss Change Order Requests - Imp 21-15 Buffalo Hills Gully Remediation
 - 2. Approve Testing Proposals for Imp 22-08 - South Brainerd Reconstruction Project
 - 3. Approve Sexual Assault Services Placement of Awareness Ribbons Downtown
 - 4. Discuss Private Road Access between B Street NE and C Street NE
 - B. **Personnel & Finance Committee**
 - 1. Approval of Memorandums of Agreement regarding new Earned Sick and Safe Time Law
 - 2. Approve Wage Adjustment for Community Service Officers (CSO)
 - 3. Approve Wage Step Increase for Assistant City Engineer Fladung
 - 4. Consider Wage Adjustment for Finance Manager
 - 5. Approve 2024-2026 Contract Terms and Wage Resolution with IBEW Local No. 31 (Administrative Support) Union
 - 6. Update on Assistant Planner Hiring Process
- 8. **Unfinished Business**
 - A. **Call for Applicants**
 - Mayor Recommended: (terms to expire on 12/31 of said year)**
 - Charter Commission – 2 terms (Expire 2026) 2 terms (Expire 2025)**
 - Parks & Rec- 1 term (Expire 2029)**
 - Transportation Advisory Committee- 3 terms (Expire 2026)**
 - Mayor Recommended: (terms to expire on 9/7 of said year)**
 - Economic Development Authority- 1 term (Expire 2026)**
 - Council President Recommended: (terms expire on 12/31 of said year)**
 - Parking Commission-- 1 term (Expire 2026) 1 term (Expire 2028)**

9. **New Business**

- A. **Consider Special Council Meeting for the 805 Laurel Street Project**
- B. **Consider Conditional Use Permit for a 12-plex Apartment at PID 41040889**
- C. **Consider Conditional Use Permit Amendment for a Boarding House at PID 41040888**
- D. **Consider Interim Use Permit for a Short-Term Rental at 714 S 7th Street**
- E. **Approve Letter of Opposition to the Minnesota Senate Housing and Homeless Prevention Committee's Bill to Bypass Local Government Zoning Regulations**
- F. **Consider Revising the Employee Policy Manual**

10. **Public Forum**

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

11. **Staff Reports**

(Verbal: Any Updates since Packet)

12. **Mayor's Report**

13. **Council Member Reports**

14. **Adjourn**

- A. **Adjourn to Closed Labor Negotiation Strategy Session pursuant to MN Statutes, 13D.03, Subd 1(b) to prepare for Negotiations with the IBEW Brainerd Public Utilities Union, IUOE Park Division Union, USW Hydro Union, LELS Police Officers Union, and Teamsters Police Sergeants and Lieutenant Union.**

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
Vendor 0011 - ACE HARDWARE:							
322624/1 82051	ACE HARDWARE DOWNTOWN FLAG ROPE/CLIPS 230-5200-42220	03/13/2024 pziemer	04/03/2024	45.54	45.54	Open	N 04/03/2024
	REPAIR & MAINT			45.54			
322603/1 82052	ACE HARDWARE PLUNGER, FLAG MARK STAND 230-5200-42220	03/13/2024 pziemer	04/03/2024	22.48	22.48	Open	N 04/03/2024
	REPAIR & MAINT			22.48			
322754/1 82056	ACE HARDWARE AA & D BATTERIES 235-3125-42220	03/19/2024 pziemer	04/03/2024	37.68	37.68	Open	N 04/03/2024
	REPAIR & MAINT			37.68			
322737/1 82083	ACE HARDWARE WASH BRUSH 225-2120-42221	03/18/2024 pziemer	04/03/2024	24.29	24.29	Open	N 04/03/2024
	SQUAD CAR REPAIR SUPPLIES			24.29			
322803/1 82090	ACE HARDWARE FASTENERS 225-2120-42221	03/21/2024 pziemer	04/01/2024	2.60	2.60	Open	N 04/03/2024
	SQUAD CAR REPAIR SUPPLIES			2.60			
322814/1 82097	ACE HARDWARE BOILER ROOM FIRE ALARM 101-1940-42220	03/21/2024 pziemer	04/03/2024	24.29	24.29	Open	N 04/03/2024
	REPAIR & MAINT			24.29			
322724/1 82107	ACE HARDWARE PAPER/TAPE 225-2220-42210 225-2220-42200	03/18/2024 pziemer	04/03/2024	16.18	16.18	Open	N 04/03/2024
	OPERATING SUPPLIES			8.99			
	OFFICE SUPPLIES			7.19			
322840/1 82130	ACE HARDWARE AIR COMPRESSOR FITTINGS 235-3100-42220	03/22/2024 pziemer	04/03/2024	22.43	22.43	Open	N 04/03/2024
	REPAIR & MAINT			22.43			
	Total for vendor 0011 - ACE HARDWARE:			195.49	195.49		
Vendor 4217 - ANDERSON CLEANERS:							
51174 82091	ANDERSON CLEANERS PD BANNER CLEANING 225-2120-42210	03/01/2024 pziemer	04/03/2024	12.40	12.40	Open	N 04/03/2024
	OPERATING SUPPLIES			12.40			
	Total for vendor 4217 - ANDERSON CLEANERS:			12.40	12.40		

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 2/17

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0039 - ARAMARK UNIFORM SERVICES:							
2530251006 82047	ARAMARK UNIFORM SERVICES RUGS AND OVERALLS 235-3100-43430	03/14/2024 pziemer	04/03/2024	83.75	83.75	Open	N 04/03/2024
	MISCELLANEOUS			83.75			
2530253525 82096	ARAMARK UNIFORM SERVICES RUGS AND OVERALLS 235-3100-43430	03/21/2024 pziemer	04/03/2024	59.47	59.47	Open	N 04/03/2024
	MISCELLANEOUS			59.47			
	Total for vendor 0039 - ARAMARK UNIFORM SERVICES:			143.22	143.22		
Vendor 3343 - ARROW MANAGEMENT:							
32922 82106	ARROW MANAGEMENT ABATEMENT 804 19TH 101-2400-43405	03/22/2024 pziemer	04/03/2024	785.00	785.00	Open	N 04/03/2024
	NUISANCES			785.00			
32935 82109	ARROW MANAGEMENT ABATEMENT -CLEANUP - 1017 10TH AVE NE 101-2400-43405	03/23/2024 pziemer	04/03/2024	907.50	907.50	Open	N 04/03/2024
	NUISANCES			907.50			
	Total for vendor 3343 - ARROW MANAGEMENT:			1,692.50	1,692.50		
Vendor 3859 - ASL INTERPRETING SERVICES INC:							
24.02969 82084	ASL INTERPRETING SERVICES INC MONTHLY VRI SERVICES 225-2120-43300	03/04/2024 pziemer	04/03/2024	20.00	20.00	Open	N 04/03/2024
	PROFESSIONAL SERVICES			20.00			
	Total for vendor 3859 - ASL INTERPRETING SERVICES INC:			20.00	20.00		
Vendor 0476 - BELISLE, SCOTT:							
2024 BOOTS 82073	BELISLE, SCOTT BOOT REIMB 50% 230-5200-42210	03/21/2024 pziemer	04/03/2024	55.00	55.00	Open	N 04/03/2024
	OPERATING SUPPLIES			55.00			
	Total for vendor 0476 - BELISLE, SCOTT:			55.00	55.00		
Vendor 3966 - BLUE SKY TRANSIT:							
022924 82088	BLUE SKY TRANSIT FEB 2024 3RD PARTY SERVICES 203-9000-43401	03/01/2024 pziemer	04/03/2024	101,826.67	101,826.67	Open	N 04/03/2024
	VEHICLE REPAIRS			12,030.09			
	TRANSIT SERVICE CONTRACT PY			89,796.58			

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Total for vendor 3966 - BLUE SKY TRANSIT:				101,826.67	101,826.67		
Vendor 0077 - BRAINERD HYDRAULICS/AIR:							
31239 82131	BRAINERD HYDRAULICS/AIR AIR COMPRESSOR HOSE 235-3100-42220	03/22/2024 pziemer REPAIR & MAINT	04/03/2024	44.62 44.62	44.62	Open	N 04/03/2024
Total for vendor 0077 - BRAINERD HYDRAULICS/AIR:				44.62	44.62		
Vendor 0078 - BRAINERD LAKES AREA DEV C:							
MARCH 2024 82104	BRAINERD LAKES AREA DEV C MAR 24 ECONOMIC DEVELOPMENT CONSULTING 295-6510-43300	03/22/2024 pziemer PROFESSIONAL SERVICES	04/03/2024	3,000.00 3,000.00	3,000.00	Open	N 04/03/2024
Total for vendor 0078 - BRAINERD LAKES AREA DEV C:				3,000.00	3,000.00		
Vendor 0081 - BRAINERD MEDICAL SUPPLY:							
84,739 82085	BRAINERD MEDICAL SUPPLY FIRST AID & SAFETY SUPPLIES 225-2120-42209	03/15/2024 pziemer SAFETY EQUIPMENT SUPPLIES	04/03/2024	15.00 15.00	15.00	Open	N 04/03/2024
Total for vendor 0081 - BRAINERD MEDICAL SUPPLY:				15.00	15.00		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
INV22314 82070	BRAINERD PUBLIC UTILITIES 4 GAS MONITORS - REPAIR 237-3190-42220	03/13/2024 pziemer REPAIR & MAINT	04/03/2024	500.00 500.00	500.00	Open	N 04/03/2024
FEB 24/PARKS 82074	BRAINERD PUBLIC UTILITIES 1/24/24-2/24/24 PARKS UTILITIES 230-5200-43381	03/24/2024 pziemer BPU UTILITIES	04/03/2024	3,341.51 3,341.51	3,341.51	Open	N 04/03/2024
FEB 24/LIBRARY 82075	BRAINERD PUBLIC UTILITIES 1/24/24-2/24/24 LIBRARY UTILITIES 211-5500-43381	03/21/2024 pziemer BPU UTILITIES	04/03/2024	1,414.45 1,414.45	1,414.45	Open	N 04/03/2024
FEB 24/FIRE DEPT 82076	BRAINERD PUBLIC UTILITIES 1/24/24-2/24/24 FIRE DEPT UTILITIES 225-2220-43381	03/21/2024 pziemer BPU UTILITIES	04/03/2024	2,344.60 2,344.60	2,344.60	Open	N 04/03/2024

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 4/17

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
FEB 24/POLICE							
82077	BRAINERD PUBLIC UTILITIES	03/21/2024	04/03/2024	5,429.66	5,429.66	Open	N
	1/24/24-2/24/24 POLICE DEPT UTILITIES	pziemer					04/03/2024
	225-2120-43381 BPU UTILITIES			5,429.66			
FEB 24/STRTS							
82078	BRAINERD PUBLIC UTILITIES	03/21/2024	04/03/2024	24,583.41	24,583.41	Open	N
	1/24/24-2/24/24 STREET DEPT UTILITIES	pziemer					04/03/2024
	235-3100-43381 BPU UTILITIES			23,804.77			
	230-5200-43381 BPU UTILITIES			778.64			
FEB 24/CITY							
82079	BRAINERD PUBLIC UTILITIES	03/21/2024	04/03/2024	2,116.93	2,116.93	Open	N
	1/24/24-2/24/24 CITY UTILITIES	pziemer					04/03/2024
	101-1940-43381 BPU UTILITIES			1,875.83			
	101-9200-43381 BPU UTILITIES			151.98			
	236-3180-43381 BPU UTILITIES			37.50			
	401-1003-43380 UTILITIES			51.62			
3/22/24							
82105	BRAINERD PUBLIC UTILITIES	03/22/2024	04/03/2024	80.05	80.05	Open	N
	REMIT MAR 24 COBRA	pziemer					04/03/2024
	101-0000-14100 DUE FROM COMPONENT UNIT			80.05			
	Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:			39,810.61	39,810.61		
Vendor 0929 - BRAUN INTERTEC CORP:							
B379871							
82098	BRAUN INTERTEC CORP	03/21/2024	04/03/2024	3,975.00	3,975.00	Open	N
	23:13 WILLOW/371 ROUNDABOUT THU 3/15	pziemer					04/03/2024
	401-9030-43300-23:13 PROFESSIONAL SERVICES			3,975.00			
	Total for vendor 0929 - BRAUN INTERTEC CORP:			3,975.00	3,975.00		
Vendor 0102 - CANON FINANCIAL SERVICE:							
32290593							
82112	CANON FINANCIAL SERVICE	03/23/2024	04/03/2024	80.69	80.69	Open	N
	4/1/24-4/30/24 FD COPIER CONTRACT	pziemer					04/03/2024
	225-2220-43331 LEASED PAYMENTS			80.69			
	Total for vendor 0102 - CANON FINANCIAL SERVICE:			80.69	80.69		
Vendor 1343 - CHARTER COMMUNICATIONS:							
175587701032124							
82137	CHARTER COMMUNICATIONS	03/21/2024	04/03/2024	60.87	60.87	Open	N
	BUSINESS TV 3/30/24-4/29/24	pziemer					04/03/2024
	225-2120-43380 UTILITIES			60.87			
	Total for vendor 1343 - CHARTER COMMUNICATIONS:			60.87	60.87		

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 5/17

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 4269 - COLUMN SOFTWARE:							
425BB603-0009 82042	COLUMN SOFTWARE NOH:CUP MY NEIGHBOR 3-9-24 101-2400-43350	03/07/2024 pziemer	04/03/2024	52.24	52.24	Open	N 04/03/2024
	PRINTING/LEGAL PUBLICATION			52.24			
425BB603-0010 82043	COLUMN SOFTWARE NOH: CUP MY NEIGHBOR TO LOVE 3-9-24 101-2400-43350	03/07/2024 pziemer	04/03/2024	45.21	45.21	Open	N 04/03/2024
	PRINTING/LEGAL PUBLICATION			45.21			
425BB603-0011 82044	COLUMN SOFTWARE NOH: IUP MIGHTY HOME LLC 3-9-24 101-2400-43350	03/07/2024 pziemer	04/03/2024	46.42	46.42	Open	N 04/03/2024
	PRINTING/LEGAL PUBLICATION			46.42			
425BB603-0018 82053	COLUMN SOFTWARE NOH: PUBLIC - SKI LOONS 230-5200-43350	03/07/2024 pziemer	04/03/2024	31.03	31.03	Open	N 04/03/2024
	PRINTING/LEGAL PUBLICATION			31.03			
425BB603-0012 82058	COLUMN SOFTWARE NOH: ORD 1564 SEWER SYSTEM 3-6-24 237-3190-43350	03/07/2024 pziemer	04/03/2024	117.56	117.56	Open	N 04/03/2024
	PRINTING/LEGAL PUBLICATIONS			117.56			
	Total for vendor 4269 - COLUMN SOFTWARE:			292.46	292.46		
Vendor 0900 - CUB FOODS - BRAINERD:							
TRX 025609 -PD 82092	CUB FOODS - BRAINERD MARCH LNL SUPPLIES 278-6515-43430	03/21/2024 pziemer	04/03/2024	78.14	78.14	Open	N 04/03/2024
	MISCELLANEOUS			78.14			
	Total for vendor 0900 - CUB FOODS - BRAINERD:			78.14	78.14		
Vendor 2124 - CWC HISTORICAL SOCIETY:							
2024 82071	CWC HISTORICAL SOCIETY 2024 DONATION 101-9200-43438	03/06/2024 pziemer	04/03/2024	500.00	500.00	Open	N 04/03/2024
	MISC SPECIAL PROJECTS			500.00			
	Total for vendor 2124 - CWC HISTORICAL SOCIETY:			500.00	500.00		
Vendor 0133 - CWC RECORDER:							
24-1859 82067	CWC RECORDER IUP - VCV OUTDOOR STORAGE, 1911 THIE 101-2400-43350	03/08/2024 pziemer	04/03/2024	92.00	92.00	Open	N 04/03/2024
	PRINTING/LEGAL PUBLICATION			92.00			

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 6/17

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Total for vendor 0133 - CWC RECORDER:				92.00	92.00		
Vendor 3438 - DAHLHEIMER BEVERAGE:							
2136444 82050	DAHLHEIMER BEVERAGE TOILET PAPER/BOWL MOP 230-5200-42220	03/12/2024 pziemer	04/03/2024	90.50	90.50	Open	N 04/03/2024
	REPAIR & MAINT			90.50			
Total for vendor 3438 - DAHLHEIMER BEVERAGE:				90.50	90.50		
Vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:							
MARCH 2024 82103	DESTINATION DOWNTOWN BRAINERD COALI MAR 24 ECONOMIC DEVELOPMENT CONSULTING 295-6510-43300	03/22/2024 pziemer	04/03/2024	833.34	833.34	Open	N 04/03/2024
	PROFESSIONAL SERVICES			833.34			
Total for vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:				833.34	833.34		
Vendor 2527 - DIGITAL INK DESIGN & GRAPHICS:							
35220 82049	DIGITAL INK DESIGN & GRAPHICS PW GARAGE SIGN 400-2001-45530	03/12/2024 pziemer	04/03/2024	585.00	585.00	Open	N 04/03/2024
	PYMTS TO CONTRACTORS			585.00			
Total for vendor 2527 - DIGITAL INK DESIGN & GRAPHICS:				585.00	585.00		
Vendor 3353 - DTM FLEET SERVICE:							
1910 82086	DTM FLEET SERVICE SQD 410 NEW BUILD 400-9050-45530	03/15/2024 pziemer	04/03/2024	225.00	225.00	Open	N 12/31/2023
	CAPITAL - OTHER			225.00			
Total for vendor 3353 - DTM FLEET SERVICE:				225.00	225.00		
Vendor 1815 - F.I.R.E. CROSSLAKE:							
6675 82139	F.I.R.E. CROSSLAKE CONFINED SPACE TRAILER 225-2220-43330	03/01/2024 pziemer	04/03/2024	1,200.00	1,200.00	Open	N 04/03/2024
	PROFESSIONAL DEVELOPMENT			1,200.00			
Total for vendor 1815 - F.I.R.E. CROSSLAKE:				1,200.00	1,200.00		
Vendor 0170 - FASTENAL COMPANY:							
MNBAX266781 82087	FASTENAL COMPANY 18" SAFETY CONES 237-3190-42220	03/18/2024 pziemer	04/03/2024	71.92	71.92	Open	N 04/03/2024
	REPAIR & MAINT			71.92			

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 7/17

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Total for vendor 0170 - FASTENAL COMPANY:				71.92	71.92		
Vendor 0177 - FIRST IMPRESSION PRINTING:							
90446 82046	FIRST IMPRESSION PRINTING RENTAL HOUSING CORRECTION NOTICES 101-2400-42210	03/11/2024 pziemer	04/03/2024	330.80	330.80	Open	N 04/03/2024
	OPERATING SUPPLIES			330.80			
Total for vendor 0177 - FIRST IMPRESSION PRINTING:				330.80	330.80		
Vendor 3402 - FLEETPRIDE:							
115406824 82039	FLEETPRIDE TRUCK 109 AUTOMATIC SLACK ADJUSTER 235-3125-42220	03/19/2024 pziemer	04/03/2024	69.99	69.99	Open	N 04/03/2024
	REPAIR & MAINT			69.99			
115313176 82045	FLEETPRIDE TRUCK 109 AXLE FLANGE GASKET 235-3125-42220	03/14/2024 pziemer	04/03/2024	5.88	5.88	Open	N 04/03/2024
	REPAIR & MAINT			5.88			
Total for vendor 3402 - FLEETPRIDE:				75.87	75.87		
Vendor 1967 - FRONTIER PRECISION INC:							
295173 82169	FRONTIER PRECISION INC LATHES AND PINK GLO FLAGGING PAINT 401-9030-43430	03/27/2024 pziemer	04/03/2024	5,974.20	5,974.20	Open	N 04/03/2024
	MISCELLANEOUS			5,974.20			
Total for vendor 1967 - FRONTIER PRECISION INC:				5,974.20	5,974.20		
Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:							
IN4492188 82093	INNOVATIVE OFFICE SOLUTIONS LLC PRINTER TONER RECORDS X2 225-2120-42200	03/20/2024 pziemer	04/03/2024	147.78	147.78	Open	N 04/03/2024
	OFFICE SUPPLIES			147.78			
Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:				147.78	147.78		
Vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:							
3/14/24 82167	KITCHIGAMI REGIONAL LIBRARY - CC REMIT LIB CC CHARGES THRU 3/14/24 211-0000-20800	03/14/2024 pziemer	04/03/2024	441.20	441.20	Open	N 04/03/2024
	DUE TO OTHER GOVT UNITS			441.20			
Total for vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:				441.20	441.20		
Vendor 4050 - KORTE, ALEXANDER:							

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

Page: 8/17

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
3/13/24 82082	KORTE, ALEXANDER REIMB MEALS NIBRS TRAINING 225-2120-43330	03/14/2024 pziemer	04/03/2024	16.98	16.98	Open	N 04/03/2024
	PROFESSIONAL DEVELOPMENT			16.98			
	Total for vendor 4050 - KORTE, ALEXANDER:			16.98	16.98		

Vendor 3469 - LAKES AREA MAT SERVICE INC:

20240326 #520 82124	LAKES AREA MAT SERVICE INC POLICE DEPT FLOOR MATS 225-2120-43300	03/26/2024 pziemer	04/03/2024	42.92	42.92	Open	N 04/03/2024
	PROFESSIONAL SERVICES			42.92			
20240312 #520 82125	LAKES AREA MAT SERVICE INC POLICE DEPT FLOOR MATS 225-2120-43300	03/12/2024 pziemer	04/03/2024	42.92	42.92	Open	N 04/03/2024
	PROFESSIONAL SERVICES			42.92			
20240326 #522 82126	LAKES AREA MAT SERVICE INC CITY HALL FLOOR MATS 101-1940-43410	03/26/2024 pziemer	04/03/2024	44.08	44.08	Open	N 04/03/2024
	RENTAL EXPENSE			44.08			
20240312 #522 82127	LAKES AREA MAT SERVICE INC CITY HALL FLOOR MATS 101-1940-43410	03/12/2024 pziemer	04/03/2024	44.08	44.08	Open	N 04/03/2024
	RENTAL EXPENSE			44.08			
	Total for vendor 3469 - LAKES AREA MAT SERVICE INC:			174.00	174.00		

Vendor 3627 - LAKES AREA WILDLIFE CONTROL:

MARCH 2024 82099	LAKES AREA WILDLIFE CONTROL MAR 24 ANIMAL CONTROL CONTRACT 225-2700-43300	03/22/2024 pziemer	04/03/2024	3,168.00	3,168.00	Open	N 04/03/2024
	PROFESSIONAL SERVICES			3,168.00			
	Total for vendor 3627 - LAKES AREA WILDLIFE CONTROL:			3,168.00	3,168.00		

Vendor 4280 - LAKES AWNINGS AND MARINE:

24287 82095	LAKES AWNINGS AND MARINE TRUCK SEAT REPAIR 225-2220-42220	03/14/2024 pziemer	04/03/2024	125.00	125.00	Open	N 04/03/2024
	REPAIR & MAINT			125.00			
	Total for vendor 4280 - LAKES AWNINGS AND MARINE:			125.00	125.00		

Vendor 0232 - LEAGUE MN CITIES INS TRUS:

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

Page: 9/17

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
CP 234098 - PYMT 2							
82129	LEAGUE MN CITIES INS TRUS	03/27/2024	04/03/2024	125,000.00	125,000.00	Open	N
	CP 234098 PRINCIPAL PAYMENT	pziemer					04/03/2024
	101-9200-46601	PRINCIPAL PYMTS		125,000.00			
	Total for vendor 0232 - LEAGUE MN CITIES INS TRUS:			125,000.00	125,000.00		

Vendor 0239 - MACQUEEN EQUIPMENT INC:

W13661							
82132	MACQUEEN EQUIPMENT INC	03/22/2024	04/03/2024	445.50	445.50	Open	N
	SEWER CAMERA REEL SERVICE	pziemer					04/03/2024
	237-3190-42220	REPAIR & MAINT		445.50			
W13659							
82133	MACQUEEN EQUIPMENT INC	03/22/2024	04/03/2024	6,276.48	6,276.48	Open	N
	SEWER CAMERA MAIN BODY REPAIR	pziemer					04/03/2024
	237-3190-42220	REPAIR & MAINT		6,276.48			
W13660							
82134	MACQUEEN EQUIPMENT INC	03/22/2024	04/03/2024	1,699.05	1,699.05	Open	N
	SEWER CAMERA SERVICE	pziemer					04/03/2024
	237-3190-42220	REPAIR & MAINT		1,699.05			
W13662							
82135	MACQUEEN EQUIPMENT INC	03/22/2024	04/03/2024	556.87	556.87	Open	N
	SEWER CAMERA SOFTWARE UPDATE AND REPAIR	pziemer					04/03/2024
	237-3190-42220	REPAIR & MAINT		556.87			
P56573							
82136	MACQUEEN EQUIPMENT INC	03/25/2024	04/03/2024	3,608.30	3,608.30	Open	N
	SWEEPER BROOMS	pziemer					04/03/2024
	235-3100-42220	REPAIR & MAINT		3,608.30			
	Total for vendor 0239 - MACQUEEN EQUIPMENT INC:			12,586.20	12,586.20		

Vendor 1753 - MARCO:

INV12324034							
82113	MARCO	03/25/2024	04/03/2024	2,575.50	2,575.50	Open	N
	MICROSOFT 365 1/16/24-2/15/24	pziemer					04/03/2024
	101-1800-43309	COMPUTER SUPPORT		2,351.50			
	260-9020-43309	COMPUTER SUPPORT		224.00			
	Total for vendor 1753 - MARCO:			2,575.50	2,575.50		

Vendor 0889 - MENARDS - BAXTER:

16789							
82065	MENARDS - BAXTER	03/14/2024	04/03/2024	234.63	234.63	Open	N
	LAUNDRY TUB/FAUCET	pziemer					04/03/2024
	230-5200-42220	REPAIR & MAINT		234.63			

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
17308 82118	MENARDS - BAXTER BATTERIES - SHOP 230-5200-42220	03/21/2024 pziemer	04/03/2024	16.84 16.84	16.84	Open	N 04/03/2024
	REPAIR & MAINT						
17154 82119	MENARDS - BAXTER PW SIGN SUPPLIES FOR GARAGE 230-5200-42210	03/19/2024 pziemer	04/03/2024	32.85 32.85	32.85	Open	N 04/03/2024
	OPERATING SUPPLIES						
16647 82120	MENARDS - BAXTER CARPET TRIM, PAPER HOLDR, DOWELS, DOCP 230-5200-42220	03/12/2024 pziemer	04/03/2024	36.64 36.64	36.64	Open	N 04/03/2024
	REPAIR & MAINT						
Total for vendor 0889 - MENARDS - BAXTER:				320.96	320.96		

Vendor 3168 - MOTORS-N-MORE:

30458 82094	MOTORS-N-MORE SQUAD 437 OIL CHANGE 225-2120-42221	03/21/2024 pziemer	04/03/2024	23.00 23.00	23.00	Open	N 04/03/2024
	SQUAD CAR REPAIR SUPPLIES						
30462 82110	MOTORS-N-MORE SQUAD 432 OIL CHANGE 225-2120-42221	03/22/2024 pziemer	04/03/2024	23.00 23.00	23.00	Open	N 04/03/2024
	SQUAD CAR REPAIR SUPPLIES						
30463 82111	MOTORS-N-MORE SQD 430 OIL CHANGE 225-2120-42221	03/22/2024 pziemer	04/03/2024	23.00 23.00	23.00	Open	N 04/03/2024
	SQUAD CAR REPAIR SUPPLIES						
Total for vendor 3168 - MOTORS-N-MORE:				69.00	69.00		

Vendor 0272 - MTI DISTRIBUTING CO:

1421469-01 82121	MTI DISTRIBUTING CO BELTS FOR MOWERS 230-5200-42220	03/21/2024 pziemer	04/03/2024	97.70 97.70	97.70	Open	N 04/03/2024
	REPAIR & MAINT						
1421469-00 82122	MTI DISTRIBUTING CO ROTARY BLADES/BELTS 230-5200-42220	03/21/2024 pziemer	04/03/2024	336.81 336.81	336.81	Open	N 04/03/2024
	REPAIR & MAINT						
Total for vendor 0272 - MTI DISTRIBUTING CO:				434.51	434.51		

Vendor 0273 - NAPA AUTO PARTS:

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
17355765 82048	NAPA AUTO PARTS CHERRY BOMB & DISPENSER 230-5200-42220	03/12/2024 pziemer	04/03/2024	263.45	263.45	Open	N 04/03/2024
	REPAIR & MAINT			263.45			
688871 82054	NAPA AUTO PARTS HEAVY DUTY SPRING BRAKE TOOL 235-3100-42240	03/15/2024 pziemer	04/03/2024	116.57	116.57	Open	N 04/03/2024
	SMALL TOOLS			116.57			
689240 82055	NAPA AUTO PARTS AIR HAMMER 235-3125-42220	03/18/2024 pziemer	04/03/2024	139.71	139.71	Open	N 04/03/2024
	REPAIR & MAINT			139.71			
690341 82114	NAPA AUTO PARTS SERVICE JACK, CREEPER 230-5200-42240	03/21/2024 pziemer	04/03/2024	446.99	446.99	Open	N 04/03/2024
	SMALL TOOLS			446.99			
Total for vendor 0273 - NAPA AUTO PARTS:				966.72	966.72		

Vendor 0736 - NORTHLAND FIRE PROTECTION:

57584 82123	NORTHLAND FIRE PROTECTION RECHARGE PD FIRE EXTINGUISHERS 225-2120-42209	03/22/2024 pziemer	04/03/2024	154.00	154.00	Open	N 04/03/2024
	SAFETY EQUIPMENT SUPPLIES			154.00			
Total for vendor 0736 - NORTHLAND FIRE PROTECTION:				154.00	154.00		

Vendor 0284 - OFFICE SHOP:

1139669-2 82064	OFFICE SHOP PENCIL 101-1940-42200	03/20/2024 pziemer	04/03/2024	4.99	4.99	Open	N 04/03/2024
	OFFICE SUPPLIES			4.99			
1139669-1 82068	OFFICE SHOP ERASERS 101-1940-42200	03/18/2024 pziemer	04/03/2024	4.20	4.20	Open	N 04/03/2024
	OFFICE SUPPLIES			4.20			
1139669-0 82069	OFFICE SHOP PENS/STAPLES 101-1940-42200	03/15/2024 pziemer	04/03/2024	47.88	47.88	Open	N 04/03/2024
	OFFICE SUPPLIES			47.88			
Total for vendor 0284 - OFFICE SHOP:				57.07	57.07		

Vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

Page: 12/17

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
1647-260714 82115	O'REILLY AUTOMOTIVE STORES INC. FLOOR DRY SUPPLIES 230-5200-42220	03/21/2024 pziemer	04/03/2024	11.99	11.99	Open	N 04/03/2024
	REPAIR & MAINT			11.99			
1647-260581 82116	O'REILLY AUTOMOTIVE STORES INC. TIRE REPAIR 230-5200-42220	03/20/2024 pziemer	04/03/2024	2.80	2.80	Open	N 04/03/2024
	REPAIR & MAINT			2.80			
1647-260305 82117	O'REILLY AUTOMOTIVE STORES INC. OIL CHANGE SUPPLIES - GMC 14 230-5200-42220	03/19/2024 pziemer	04/03/2024	67.86	67.86	Open	N 04/03/2024
	REPAIR & MAINT			67.86			
1647-261548 82138	O'REILLY AUTOMOTIVE STORES INC. SQD 428 WIPER BLADES 225-2120-42221	03/26/2024 pziemer	04/03/2024	40.78	40.78	Open	N 04/03/2024
	SQUAD CAR REPAIR SUPPLIES			40.78			
	Total for vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:			123.43	123.43		

Vendor 2775 - RAFFERTY'S PIZZA:

3/5/24 PNP ELECTION

82081	RAFFERTY'S PIZZA	03/05/2024	04/03/2024	341.78	341.78	Open	N 04/03/2024
	MEALS FOR 3/5/24 PNP ELECTION JUDGES	pziemer					
	101-1410-43430	MISCELLANEOUS		341.78			
	Total for vendor 2775 - RAFFERTY'S PIZZA:			341.78	341.78		

Vendor 3366 - RASINSKI TOTAL DOOR SERVICE LLC:

4917

82066	RASINSKI TOTAL DOOR SERVICE LLC	03/17/2024	04/03/2024	961.62	961.62	Open	N 04/03/2024
	DOOR LOCK - CH ROOF ACCESS	pziemer					
	101-1940-42220	REPAIR & MAINT		961.62			
	Total for vendor 3366 - RASINSKI TOTAL DOOR SERVICE LLC:			961.62	961.62		

Vendor 4173 - ROB MUELLER ELECTRIC:

1226CM

82141	ROB MUELLER ELECTRIC	03/25/2024	04/03/2024	1,096.86	1,096.86	Open	N 04/03/2024
	NEW COMPRESSOR WIRING	pziemer					
	235-3100-42220	REPAIR & MAINT		1,096.86			
	Total for vendor 4173 - ROB MUELLER ELECTRIC:			1,096.86	1,096.86		

Vendor 3410 - ROUTE MATCH SOFTWARE LLC:

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

Page: 13/17

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
RMSMA00002057							
82059	ROUTE MATCH SOFTWARE LLC	03/01/2024	04/03/2024	7,478.19	7,478.19	Open	N
	2/1/24-1/31/25 HOSTING FEE -SCHEDULING	pziemer					04/03/2024
	203-9000-43309	COMPUTER TECHINCAL SUPPORT		6,855.01			
	203-0000-15510	PREPAID OTHER		623.18			
	Total for vendor 3410 - ROUTE MATCH SOFTWARE LLC:			7,478.19	7,478.19		
Vendor 3612 - SEVERSON PORTER LAW:							
MARCH 2024							
82100	SEVERSON PORTER LAW	03/22/2024	04/03/2024	18,883.33	18,883.33	Open	N
	MAR 24 PROSECUTION AGREEMENT	pziemer					04/03/2024
	225-2127-43310	MISDEMEANOR PROSECUTOR		18,883.33			
	Total for vendor 3612 - SEVERSON PORTER LAW:			18,883.33	18,883.33		
Vendor 0314 - SHANNON'S AUTO BODY:							
39785	SHANNON'S AUTO BODY	03/07/2024	04/03/2024	4,977.00	4,977.00	Open	N
82080	21 SILVERADO REPAIRS - FD	pziemer					04/03/2024
	225-2220-42220	REPAIR & MAINT		4,977.00			
	Total for vendor 0314 - SHANNON'S AUTO BODY:			4,977.00	4,977.00		
Vendor 0317 - SHORT ELLIOTT HENDRICKSON:							
463428	SHORT ELLIOTT HENDRICKSON	03/12/2024	04/03/2024	1,176.70	1,176.70	Open	N
82038	21:15 BUFFALO HILLS GULLY	pziemer					04/03/2024
	401-9030-43300-21:15	PROFESSIONAL SERVICES		1,176.70			
462988	SHORT ELLIOTT HENDRICKSON	03/14/2024	04/03/2024	169.69	169.69	Open	N
82057	19:02 CLST - W & NPC SEGMENTS	pziemer					04/03/2024
	401-1902-43300	PROFESSIONAL SERVICES		169.69			
463521	SHORT ELLIOTT HENDRICKSON	03/13/2024	04/03/2024	3,867.00	3,867.00	Open	N
82072	IMP 20-07 BRD MN I&I SEWER STUDY	pziemer					04/03/2024
	401-9030-43300-20:07	PROFESSIONAL SERVICES		3,867.00			
	Total for vendor 0317 - SHORT ELLIOTT HENDRICKSON:			5,213.39	5,213.39		
Vendor 4185 - SRF CONSULTING GROUP:							
16359.00-12	SRF CONSULTING GROUP	02/29/2024	04/03/2024	2,425.85	2,425.85	Open	N
82040	23:06 TH 210/LUM PARK PEDESTRIAN BRID	pziemer					04/03/2024
	229-9030-43300-23:06	PROFESSIONAL SERVICES		2,425.85			
	Total for vendor 4185 - SRF CONSULTING GROUP:			2,425.85	2,425.85		

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 2589 - STAPLES ADVANTAGE:							
3562171376 82128	STAPLES ADVANTAGE LABEL PRINTER - 703 225-2120-42200	03/14/2024 pziemer	04/03/2024	89.01	89.01	Open	N 04/03/2024
	OFFICE SUPPLIES			89.01			
	Total for vendor 2589 - STAPLES ADVANTAGE:			89.01	89.01		
Vendor 3838 - SWANSON HASKAMP CONSULTING:							
MARCH 2024 82102	SWANSON HASKAMP CONSULTING MAR 24 ECONOMIC DEVELOPMENT CONSULTING 295-6510-43300	03/22/2024 pziemer	04/03/2024	2,916.67	2,916.67	Open	N 04/03/2024
	PROFESSIONAL SERVICES			2,916.67			
	Total for vendor 3838 - SWANSON HASKAMP CONSULTING:			2,916.67	2,916.67		
Vendor 2956 - ULINE:							
175701165 82108	ULINE NITRILE GLOVES 225-2220-42210	03/15/2024 pziemer	04/03/2024	254.97	254.97	Open	N 04/03/2024
	OPERATING SUPPLIES			254.97			
	Total for vendor 2956 - ULINE:			254.97	254.97		
Vendor 4279 - VERTEX UNMANNED SOLUTIONS, LLC:							
2874 82089	VERTEX UNMANNED SOLUTIONS, LLC 726 & 727 DRONE TRAINING 225-2120-43330	03/11/2024 pziemer	04/03/2024	398.00	398.00	Open	N 04/03/2024
	PROFESSIONAL DEVELOPMENT			398.00			
	Total for vendor 4279 - VERTEX UNMANNED SOLUTIONS, LLC:			398.00	398.00		
Vendor 1095 - VIKING ELECTRIC SUPPLY:							
S007771409.002 82063	VIKING ELECTRIC SUPPLY KWP VANDALISM REPAIR 230-5200-42220	03/19/2024 pziemer	04/03/2024	153.33	153.33	Open	N 04/03/2024
	REPAIR & MAINT			153.33			
	Total for vendor 1095 - VIKING ELECTRIC SUPPLY:			153.33	153.33		
Vendor 0087 - VISIT BRAINERD:							
MAR 2024 82101	VISIT BRAINERD MAR 24 ECONOMIC DEVELOPMENT CONSULTING 295-6510-43300	03/22/2024 pziemer	04/03/2024	3,333.34	3,333.34	Open	N 04/03/2024
	PROFESSIONAL SERVICES			3,333.34			

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

Page: 15/17

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
JAN 24 LODGE							
82140	VISIT BRAINERD	03/27/2024	04/03/2024	1,900.67	1,900.67	Open	N
	REMIT JAN 2024 LODGING TAX	pziemer					04/03/2024
	101-9200-43340	LODGING TAX REMIT/PR		1,900.67			
2023 - ADJ							
82168	VISIT BRAINERD	03/27/2024	04/03/2024	1,304.53	1,304.53	Open	N
	2023 ADJUSTED LODGING TAX RETURNS	pziemer					04/03/2024
	101-9200-43340	LODGING TAX REMIT/PR		1,304.53			
Total for vendor 0087 - VISIT BRAINERD:				6,538.54	6,538.54		
# of Invoices:	103	# Due:	103	Totals:	359,370.19	359,370.19	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				359,370.19	359,370.19		

--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	80.05
101-1410-43430	MISCELLANEOUS	341.78
101-1800-43309	COMPUTER SUPPORT	2,351.50
101-1940-42200	OFFICE SUPPLIES	57.07
101-1940-42220	REPAIR & MAINT	985.91
101-1940-43381	BPU UTILITIES	1,875.83
101-1940-43410	RENTAL EXPENSE	88.16
101-2400-42210	OPERATING SUPPLIES	330.80
101-2400-43350	PRINTING/LEGAL PUBLICATION	235.87
101-2400-43405	NUISANCES	1,692.50
101-9200-43340	LODGING TAX REMIT/PR	3,205.20
101-9200-43381	BPU UTILITIES	151.98
101-9200-43438	MISC SPECIAL PROJECTS	500.00
101-9200-46601	PRINCIPAL PYMTS	125,000.00
203-0000-15510	PREPAID OTHER	623.18
203-9000-43309	COMPUTER TECHINCAL SUPPORT	6,855.01
203-9000-43401	VEHICLE REPAIRS	12,030.09
203-9000-43440	TRANSIT SERVICE CONTRACT PY	89,796.58
211-0000-20800	DUE TO OTHER GOVT UNITS	441.20
211-5500-43381	BPU UTILITIES	1,414.45
225-2120-42200	OFFICE SUPPLIES	236.79
225-2120-42209	SAFETY EQUIPMENT SUPPLIES	169.00
225-2120-42210	OPERATING SUPPLIES	12.40
225-2120-42221	SQUAD CAR REPAIR SUPPLIES	136.67
225-2120-43300	PROFESSIONAL SERVICES	105.84
225-2120-43330	PROFESSIONAL DEVELOPMENT	414.98
225-2120-43380	UTILITIES	60.87
225-2120-43381	BPU UTILITIES	5,429.66
225-2127-43310	MISDEMEANOR PROSECUTOR	18,883.33
225-2220-42200	OFFICE SUPPLIES	7.19
225-2220-42210	OPERATING SUPPLIES	263.96
225-2220-42220	REPAIR & MAINT	5,102.00
225-2220-43330	PROFESSIONAL DEVELOPMENT	1,200.00
225-2220-43331	LEASED PAYMENTS	80.69
225-2220-43381	BPU UTILITIES	2,344.60

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 16/17

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	225-2700-43300	PROFESSIONAL SERVICES		3,168.00			
	229-9030-43300-23:06	PROFESSIONAL SERVICES		2,425.85			
	230-5200-42210	OPERATING SUPPLIES		87.85			
	230-5200-42220	REPAIR & MAINT		1,380.57			
	230-5200-42240	SMALL TOOLS		446.99			
	230-5200-43350	PRINTING/LEGAL PUBLICATION		31.03			
	230-5200-43381	BPU UTILITIES		4,120.15			
	235-3100-42220	REPAIR & MAINT		4,772.21			
	235-3100-42240	SMALL TOOLS		116.57			
	235-3100-43381	BPU UTILITIES		23,804.77			
	235-3100-43430	MISCELLANEOUS		143.22			
	235-3125-42220	REPAIR & MAINT		253.26			
	236-3180-43381	BPU UTILITIES		37.50			
	237-3190-42220	REPAIR & MAINT		9,549.82			
	237-3190-43350	PRINTING/LEGAL PUBLICATIONS		117.56			
	260-9020-43309	COMPUTER SUPPORT		224.00			
	278-6515-43430	MISCELLANEOUS		78.14			
	295-6510-43300	PROFESSIONAL SERVICES		10,083.35			
	400-2001-45530	PYMTS TO CONTRACTORS		585.00			
	400-9050-45530	CAPITAL - OTHER		225.00			
	401-1003-43380	UTILITIES		51.62			
	401-1902-43300	PROFESSIONAL SERVICES		169.69			
	401-9030-43300-20:07	PROFESSIONAL SERVICES		3,867.00			
	401-9030-43300-21:15	PROFESSIONAL SERVICES		1,176.70			
	401-9030-43300-23:13	PROFESSIONAL SERVICES		3,975.00			
	401-9030-43430	MISCELLANEOUS		5,974.20			

03/28/2024 01:30 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/01/2024 - 04/01/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 17/17

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			136,896.65	136,896.65		
	203 - TRANSIT FUND			109,304.86	109,304.86		
	211 - LIBRARY FUND			1,855.65	1,855.65		
	225 - PUBLIC SAFETY FUND			37,615.98	37,615.98		
	229 - PANDEMIC GRANTS			2,425.85	2,425.85		
	230 - PARK & RECREATION FUND			6,066.59	6,066.59		
	235 - STREET & SEWER FUND			29,090.03	29,090.03		
	236 - PARKING LOT FUND			37.50	37.50		
	237 - SANITARY SEWER FUND			9,667.38	9,667.38		
	260 - AIRPORT FUND			224.00	224.00		
	278 - HEALTHY EMPLOYE INITIATIVE			78.14	78.14		
	295 - EDA FUND			10,083.35	10,083.35		
	400 - CAPITAL PROJECTS FUND			810.00	810.00		
	401 - CONSTRUCTION FUND			15,214.21	15,214.21		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			1,144.43	1,144.43		
	1003 - 10:03 DWNTWN MAIN CNTRACT			51.62	51.62		
	1410 - ELECTIONS			341.78	341.78		
	1800 - IT/GIS			2,351.50	2,351.50		
	1902 - 19:02 CLST CONNECTION			169.69	169.69		
	1940 - CITY HALL			3,006.97	3,006.97		
	2001 - STREET REMODEL/ADDITION			585.00	585.00		
	2120 - POLICE DEPARTMENT			6,566.21	6,566.21		
	2127 - MISDEMEANOR PROSECUTOR			18,883.33	18,883.33		
	2220 - FIRE DEPARTMENT			8,998.44	8,998.44		
	2400 - COMMUNITY DEVL/INSPECTION			2,259.17	2,259.17		
	2700 - ANIMAL CONTROL			3,168.00	3,168.00		
	3100 - S & S MAINTENANCE			28,836.77	28,836.77		
	3125 - SNOW REMOVAL			253.26	253.26		
	3180 - PARKING LOTS EXPENSE			37.50	37.50		
	3190 - SANITARY SEWER EXPENSE			9,667.38	9,667.38		
	5200 - PARK MAIN/ADMINISTRATION			6,066.59	6,066.59		
	5500 - LIBRARY-BUDGETED			1,414.45	1,414.45		
	6510 - ECONOMIC DEVELOPMENT AUTH			10,083.35	10,083.35		
	6515 - HEALTHY EMPLOYE INITIATIVE			78.14	78.14		
	9000 - TRANSIT FUND			108,681.68	108,681.68		
	9020 - AIRPORT M & O			224.00	224.00		
	9030 - CONSTRUCTION PROJ-MISC			17,418.75	17,418.75		
	9050 - CAPITAL PROJECTS-MISC			225.00	225.00		
	9200 - CITY-WIDE			128,857.18	128,857.18		

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: Stenglein, Johnson, Czczok, O'Day, Stunek, Terry, 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 STENGLEIN, DULY CARRIED, TO APPROVE THE AGENDA.

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

- A. Approval of Bills
- B. Approval of Minutes
- C. Department Activity Report
- D. Approve Liquor License Transfer - Submitted by Mike Higgins for Notch 8, 1551 Northern Pacific Rd- Contingent upon Proof of Ownership
- E. Minnesota Lawful Gambling Application Submitted by Lakes Area Habitat for Humanity for an Event to be held on May 5th, 2024, at 415 8th Ave NE
- F. Designate City Administrator Broyles as Responsible Authority as a part of the Data Practices Policy
- G. Authorize Public Utilities Director to execute Legal Services Agreement with SpencerFane

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

Council Committee Reports

Safety and Public Works Committee

Authorize Bidding for Improvement 24-01 - 2024 Chip Sealing

Committee Chair O'Day stated that the City has \$150,000 budgeted for this project, it is estimated that it will cost less than that.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO AUTHORIZE BIDDING FOR IMPROVEMENT 24-01 - 2024 CHIP SEALING PROJECT.

Approve Construction Cost Share Agreement with Crow Wing County for 2024 Pavement Markings

Committee Chair O'Day stated that the City contracts with the County for pavement markings painted as a part of the County's larger pavement marking contract, providing for some cost savings.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO APPROVE THE CONSTRUCTION COST SHARE AGREEMENT WITH THE CROW WING COUNTY FOR 2024 PAVEMENT MARKINGS.

Approve Additional Funds for 2022 Capital Transit Bus Purchase

Committee Chair O'Day stated that the build out of buses is way behind. The cost of building buses continues to increase. The price of the bus has gone from \$117,555 to \$143,417. The cost share of the purchase is 10% of the overall price, making the local share now \$14,342.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO APPROVE INCREASING THE LOCAL SHARE OF THE 2022 TRANSIT BUS PURCHASE TO \$14,342.

Discuss Construction Year for Improvement 24-05 - South Brainerd Alley Resurfacing Project

Committee Chair O'Day stated that the Public Utilities Commission requested that the Council delay this project to 2025. Information was provided to SPW at the special meeting with the Public Utilities Commission, due to all Council members not having the information at the last meeting, the item was delayed to tonight.

Member Johnson stated that he would contend that all of the information is new. He is in favor of the motion.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO FOLLOW THE PUBLIC UTILITIES COMMISSION'S RECOMMENDATION TO DELAY CONSTRUCTION OF THE ALLEY UNTIL THE 2025 CONSTRUCTION SEASON.

Direction on Active Code Enforcement Cases

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO OBTAIN AN ADMINISTRATIVE SEARCH WARRANT TO ABATE THE JUNK AND DEBRIS AT 1017 10TH AVE NE.

Personnel and Finance Committee

Approve Use of Public Safety Aid Package for Police and Fire Wellness Program

Committee Chair Johnson stated that the Police and Fire Departments like the mental health program established by the grant from Sourcewell. The Sourcewell grant will cover years one and two, they are requesting use of the Safety Aid Package for years three, four, and five.

Member Czeczok asked for clarification on the amount already allocated to cover the number of budgeted officers.

Committee Chair Johnson stated that of the original aid amount, \$343,857 remains unallocated.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUENK, DULY CARRIED, TO APPROVE POLICE AND FIRE MENTAL HEALTH WELLNESS PROGRAM WITH A \$60,000 ALLOCATION OF PUBLIC SAFETY AID PACKAGE TO FUND THE PROGRAM.

Approval of Memorandum of Agreement Regarding New Earned Sick and Safe Time Law

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY, DULY CARRIED, TO APPROVE THE ESST MEMORANDUM OF AGREEMENT WITH LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #65, REPRESENTING OUR POLICE OFFICERS.

Consider Public Utilities Work Group Recommendations

Member O'Day asked about the City being eligible for Sourcewell's grant to help cover costs of hiring a consultant for the search.

HR Director Schubert stated that the grant is based on Sourcewell's fiscal year which is July 1st- June 30th. She could ask if Sourcewell would be open to funding the search as it will go beyond their fiscal year.

Member Czczok stated that the approval subject to the funding being approved by the Public Utilities Commission. He asked how the City would deal with the cost if the commission does not fund a consultant.

Committee Chair Johnson said it could be funded by the Special Projects fund and General fund if the commission does not support the expenditure.

Member Stunek stated that he doesn't like the idea of the City Council approving the expenditure in the hopes that the Public Utilities Commission will approve the expenditure. He asked whether there was a way to hold off on a decision until the commission approves it.

HR Director Schubert stated that Commissioners Matten and Mark O'Day are on the work group. These commissioners were the ones to ask Staff to expedite the process and suggest that the City Council hear the matter and make its recommendation subject to the Public Utilities Commission funding it at their next meeting.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY TO RETAIN GMP CONSULTANTS FOR OUR PUBLIC UTILITIES DIRECTOR SEARCH SUBJECT TO THE FUNDING BEING APPROVED BY THE PUBLIC UTILITIES COMMISSION.

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

Committee Chair Johnson stated that Mr. Wussow is willing to be in the position for 4-6 months, at a rate of \$100 per hour, with PERA and ESST starting on April 15th.

Member Czczok stated that his statement is going to be nothing personal to Mr. Wussow. As Interim City Administrator Mr. Wussow was compensated \$60 per hour. As Public Utilities Director he will be compensated \$100 for a position that is overseen by the City Administrator. He understands that the position was negotiated based on another local city having an interim city administrator who is being compensated at \$95 per hour. He spoke with a council member in that city they said it was \$90 per hour. He believes the Council should vote down the motion as the City should negotiate further.

Member Stunek stated that his statement is also nothing personal towards Mr. Wussow. He will vote no on principle, as he believes there are people internally who could fill the spot until someone else is hired as has been done with other positions in the past.

Member O'Day asked how the terms were decided upon.

HR Director Schubert stated that when she contacted Mr. Wussow, these are the terms he requested. Even at this hourly rate there is a cost savings as he is not requesting benefits.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY TO DESIGNATE PATRICK WUSSOW AS OUR INTERIM PUBLIC UTILITIES DIRECTOR PER THE REQUESTED TERMS.

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

Authorize Crow Wing Historical Society Donation Request

Committee Chair Johnson stated that this is one of the few charitable donations that the City can legally give per state law.

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

Unfinished Business

Call for Applicants – Informational:

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

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

Parks & Rec- 1 term (Expire 2029)

Transportation Advisory Committee- 3 terms (Expire 2025)

Mayor Recommended: (terms to expire on 9/7 of said year)

Economic Development Authority- 1 term (Expire 2026)

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

Parking Commission-- 1 term (Expire 2026) 1 term (Expire 2028)

Member Czczok requested that the Transportation Advisory Committee be spelled out in the call for applicants.

Appoint Mary Koep to the Kitchigami Regional Library Board

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO APPOINT MARY KOEP TO THE KITCHIGAMI REGIONAL LIBRARY BOARD.

Final Reading- Proposed Ordinance 1565- Administrative Subdivisions

Community Development Director Kramvik gave an overview of the ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND STUNEK, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1565 AND DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND TERRY TO ADOPT ORDINANCE 1565 ADMINISTRATIVE SUBDIVISIONS.

ORDINANCE 1565

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

New Business

Approve Memorandum of Understanding with City of Baxter - Pretreatment Delegation

City Engineer/Public Works Director Dehn stated that the understanding is between the cities of Brainerd and Baxter intended to ensure that both cities have similar requirements for their industrial users to stay within the bounds of the MPDE permit and allows for remediation by Brainerd if Baxter fails to meet standards. The MPCA requires that the MOU be in place before March 31st.

Member Johnson stated that the agenda request references a "no financial impact". It seems that since the City will be implementing and policing new standards in two cities there would be a financial impact.

City Engineer/Public Works Director stated that the intention is that Baxter will be required to implement and manage the same standards as the City of Brainerd and is a mechanism for the City to ensure that they comply with the permit.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND STENGLEIN, DULY CARRIED, TO APPROVE THE PROPOSED MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BAXTER IN REGARD TO PRETREATMENT DELEGATION.

Public Hearing And Adopt Resolution For Municipal Consent And Layout Approval For TH 371B/Willow Street Roundabout Project

City Engineer/Public Works Director Dehn gave an overview of the project. This is the final layout and municipal consent for the project. The City has received a \$750,000 grant for this project.

Chair Bevans opened the public hearing at 7:54 p.m.

No one came forward.

Chair Bevans closed the public hearing at 7:55 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND STUNEK TO ADOPT RESOLUTION FOR MUNICIPAL CONSENT AND LAYOUT APPROVAL FOR THE TH 371B/WIILOW STREET ROUNDABOUT PROJECT.

RESOLUTION 18:24

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

Member Czczok asked for a parliamentary point of order to ask when the Personnel and Finance agenda was amended to remove the item regarding the joint powers agreement with Baxter on the shared environmental resources technician position.

HR Director Schubert stated that the item was not ready by the time the packet went out on Thursday but was not removed from the agenda in error.

Member Czczok asked how Committee Chair Johnson knew about the item prior to the packet distribution.

Committee Chair Johnson stated that it was discussed at the Personnel and Finance Committee meeting, but not removed until after as staff did not receive a signed document in time.

Public Forum

The Chair opened the public forum at 7:57 p.m.

Kevin Query, 427 Cedar St, stated that as a bicyclist he is concerned about a number of things in the City. He stated that there isn't a bike rack at City Hall. He stated that there isn't access to the bike path across from Eclipse. Finally, he stated that there is dirt in the streets causing accidents. He has had accidents on South 6th Street and on College Drive. He has suggested that the City look into investing in a small street sweeper for the streets and sidewalks. He urges the Council to have Public Works look into bidding for this important piece of equipment.

Chair Bevans informed Mr. Query that the bike rack for City Hall is on the east side of the building.

The Chair closed the public forum at 8:01 p.m.

Staff Reports

City Engineer/Public Works Director Dehn stated that Street Maintenance staff has begun street sweeping some of the main streets. Parks Maintenance staff have begun sweeping trails. It is likely that staff will have to pull back due to the weather.

Community Development Director Kramvik stated that the Planning Commission will be considering two conditional use permits for My Neighbor to Love and continues work on a cannabis ordinance. Staff are also continuing to work with the school district regarding the property north of Buffalo Hills Park.

Administrator Broyles thanked Mayor Badeaux for including him in the St. Patrick's Day festivities. His family was in town and spoke highly of the event. He hopes to be a part of the celebration next year.

Mayor's Report

Mayor Badeaux stated that the St. Patrick's Day Celebration went great. He thanked staff for participating in the festivities. It is so important for staff's faces to be exposed to the community. He thanked the Police and Fire Departments for keeping the event safe. Finally, he thanked the Street Department for always ensuring that there are enough materials to close the street. The Easter festivities in town for children include Gregory Park at 9:15 a.m., Parks & Recreation and the NP Center at 11:00 a.m. For adults, April 6th is downtown golf.

Council Member Reports

Member Stenglein stated that Administrator Broyles attended the landlord group meeting they discussed what he should know about Brainerd.

Member Czezok reminded the public that Easter is about Jesus dying for our sins and Him rising from the grave.

Member Johnson stated he liked the sweeper idea, it could be used for the hockey rinks all seasons if stored at Memorial and Bane. He and his children went out almost every day looking for the medallion which is a part of the St. Patrick's celebration. He saw many City staff and citizens out looking. Especially once the last clue was dropped. He gave the Mayor props for the clues.

Chair Bevans stated that he speaks with Community Development Director Kramvik frequently about nuisances. The City does not have a staff member going around looking for trash, grass, and other nuisances. If you take care of your yard and home, your neighbors won't have any reason to call the City to complain. Nuisance complaints are citizen driven, it keeps our neighborhoods clean.

Adjourn

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND O'DAY, DULY CARRIED, TO ADJOURN THE MEETING.

The Chair adjourned the meeting at 8:10 p.m.

Nicholas W. Broyles
City Administrator

HR DIRECTOR REPORT



In this report:

- Pay Equity Report
- Union Negotiations
- BPU Job Descriptions
- Performance Evaluations
- Public Utilities Director
- Personnel
- Wellness Committee

Pay Equity Update

Our Pay Equity Report was submitted to the State on 1/26/24 and we are awaiting official notification from the State if we are in compliance.

Union Negotiations

IBEW Administrative Support Union members voted and approved the tentative agreement terms on March 19th. The Council will be considering the tentative agreement and wage resolution at its April 1st meeting.

Our third Mediation session with the IBEW Public Utility Union is scheduled for April 22nd.

BPU Job Descriptions

Over the last couple of months both the HR Department and Public Utilities Department Staff have been working to update the job descriptions affected by the Department's reorganization. On March 26th, the Commission approved the updated job descriptions for the Operations Manager, Water/Wastewater Manager, and Maintenance Mechanic positions. Those job descriptions will be presented at the April 1st Council meeting for final approval. Following Council approval, HR Staff emails the updated job descriptions to the employees in those classifications and instructs them to utilize those job descriptions moving forward.

Performance Evaluations

On Monday, February 26th, the BPU Management Team and HR Staff conducted a mini-calibration session. Following that calibration session, BPU Management was asked to review all performance evals following the expectations discussed at the Performance Review training. City Administrator Broyles asked that all performance evals be completed properly and submitted to the HR Department by the end of the day on April 1st.

Public Utilities Director

On March 18th, the Council approved retaining GMP Consultants to conduct a Public Utilities Director Search. The BPU Commission approved the funding for this search on March 26th.

Personnel

New Hires/Promotions for City/BPU/HRA:
Patrick Wussow - Interim Public Utilities Director (4/15)

Farewell to:
John Lewandowski - PT Airport Custodian (3/29)

Current Job Opportunities:
Assistant Planner - Considering Options after an Unsuccessful Search

Part-Time/Internships/Seasonal Positions:

BPU Business Office Intern - Accepting applications until filled.

BPU Wastewater/Water Intern - Accepting applications until filled.

BPU Water Distribution Intern - Accepting applications until filled.

Engineering Intern - Accepting applications until filled.

GIS Intern - Accepting applications until filled.

Parks & Recreation Intern - Accepting applications until filled.

Parks Weekend Custodial Worker - Accepting applications until filled.

Street Division Seasonal Laborer - Accepting applications until filled.

Umpire Adult Softball - Accepting applications until filled.

Concession Worker - Accepting applications until filled.

There are currently 7 City/HRA/Airport employees with Family & Medical Leave Act (FMLA) issues. 6 of those cases are for intermittent leave when needed.

Wellness Committee

On March 19th, the Wellness Committee delivered fruit baskets to all City Departments as a push to encourage employees to choose healthy snacks on the go. This also allows all employees to take part in the 'Fruit Basket' Wellright challenge that encourages keeping fruit on your counter with the added bonus of receiving 20 Wellright points for doing so! If you are having issues getting into your Wellright profile or have questions about our Wellness Program, please reach out to the HR Department!

On March 27th, Police Officer Jay Personius will be presenting on Tick Prevention. With the Spring/Summer months approaching, it is important to understand the precautions you can take to keep yourself safe while enjoying the outdoors.

The Wellness Committee has scheduled the City's annual Bio-Metric Screening for April 18, 2024. Additional information including the registration process was distributed and if you have questions please reach out to the HR Department.



Brainerd Fire Department Monthly Report

March 2024

March marked another month of rigorous training and community engagement for the Brainerd Fire Department. Our commitment to excellence was illustrated by the successful completion of fire training and certifications by our two newest firefighters, L. Anderson and J. Holmes, who are now fully certified to serve our community. Firefighter Grimsby also successfully completed her training and certifications for Fire Instructor and Fire Officer. We are proud of the hard work and dedication they all have committed to completing these certifications.

The department conducted a live burn exercise in an acquired structure, providing a realistic training environment to perfect the skills necessary for real-world firefighting scenarios.



The department also took part in community outreach, with a crew attending the Bridges Career Exploration Day at Central Lakes College (CLC). Here, over 2000 high school students were given the opportunity to learn about the myriad of career paths available to them, with firefighting being a focal point of interest. It was an honor to inspire the next generation and showcase the rewarding nature of public service.

Our



command staff participated in the Minnesota State Fire Chiefs Association (MSFCA) Fire Officer School in Duluth, furthering their leadership skills and operational knowledge. This educational experience is crucial for maintaining the high standards of command and control within our department.

Chief Holmes and Firefighter Mann provided their expertise during Crosslake's St. Patrick's Day parade, assisting with UAS operations and Incident Command. Their participation ensured the event's safety and demonstrated our department's collaboration in managing large public events.

Lastly, the department completed its annual Self-Contained Breathing Apparatus (SCBA) flow testing and mask fit testing. This essential maintenance ensures that our firefighters are equipped with functional and well-fitting gear, which is vital for their protection during hazardous conditions.

Deputy Chief/ Fire Marshal Cox was active with inspections, tours, and fire extinguisher training. Station tours provided the public with insights into the daily operations of fire service professionals. Additionally, fire extinguisher training sessions equipped individuals with the knowledge to respond effectively in case of a fire, highlighting the importance of community engagement in public safety initiatives.

In a continuous effort to stay at the forefront of firefighting techniques and strategies, several of our firefighters attended a training symposium led by renowned instructors Kyle Romagus and Corley Moore. This symposium offered an invaluable opportunity for our firefighters to learn from experienced professionals in the field.

Additionally, our firefighters had training for Mass Casualty Incidents (MCI), ensuring preparedness for any large-scale emergencies.



Our members of the CWC UAS Team participated in joint training with the Crow Wing and Cass County Tactical Teams.

March was a testament to the Brainerd Fire Department's dedication to professional development, community service, and operational readiness.



Brainerd Fire Department Monthly Report

March 2024

INSPECTIONS	
Fire Alarm	33
Hood Suppression	7
Commercial Kitchen Exhaust	10
Special Suppression	1
5 Year Sprinkler	9
Sprinkler System	17

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT	
Type of NFIRS Incident (National Fire Incident Reporting System)	Coverage Area Total Incidents (Includes City of Brainerd)
Fire	9
Rescue & Emergency Medical Service	10
Service Calls	3
Good Intent Call	11
Alarm Activation	7
TOTAL	40
Type of NFIRS Incident (National Fire Incident Reporting System)	City of Brainerd Total Incidents
Fire	1
Rescue & Emergency Medical Service	3
Good Intent Call	5
Alarm Activation	3
TOTAL	16



CITY ENGINEER/PUBLIC WORKS DIRECTOR REPORT

APRIL 1, 2024 CITY COUNCIL MEETING

Recreation Report

Special Events

Easter Egg Hunt - March 30th, 10 am sharp

Join us at Gregory Park for a delightful Easter Egg Hunt starting promptly at 10 am. Capture memories with the Easter Bunny, who will be available for photos starting at 9 am. Thanks to the generous contribution of \$600 from the Brainerd Rotary Club, our hunt will be filled with sweet surprises. Volunteers from the Rotary Club will be assisting with Filling candy bags, placing eggs, supporting staff, and cleaning up. Team Ascension Martial Arts will be treating attendees to hot chocolate and candy eggs.

Easter Ball Hunt - March 30th, 1 pm-2 pm

Prepare for a playful adventure as our furry friends roam the picturesque trails around Boom Lake, Buffalo Hills Trail, and Buster Park gathering Easter balls generously donated by the High School Tennis team.

Adult Sports

Softball - Registration Update as of 03/21/2024

- MS1: 2 out of 12 Teams
- MS2: 6 out of 12 Teams
- Women's: 5 out of 12 Teams
- Upper Coed: 3 out of 6 Teams
- Lower Coed: 4 out of 6 Teams

Pickleball - Registration Update as of 03/21/2024

- Tuesday Competitive League: 5 out of 10 Teams
- Tuesday Just for Fun League: 4 out of 10 Teams
- Thursday Competitive League: 6 out of 10 Teams
- Thursday Just for Fun League: 2 out of 10 Teams

Men's Early Bird Tournament - Registration Update as of 03/21/2024

- 3 out of 10 Teams
- Don't miss the Men's Early Bird Tournament at Memorial Park on April 27th.
- Food and Beverages will be provided by Brainerd's Eagle Club

Donations

I (Haley) went to 50 local businesses to ask for donation requests to help support our local community events. As of 3/21/2024, we have gotten 15 donations.

Miscellaneous

- We're streamlining operations with the implementation of a POS Credit Card system for our concession stands and refining concession stand procedures.
- Recruitment efforts are underway for a Parks and Recreation intern, concession stand workers, and summer umpires, ensuring a seamless and enjoyable experience for all participants and visitors.
- Obtained a donated AED from Essentia Health. The AED will be placed in a Brainerd Park.

Parks Maintenance Report

- Started to dismantle baseball field walls
- De-escalation training complete
- Painting
- Leveling grass areas at baseball field
- Dismantled ticket booth
- Replaced picnic table for City Hall
- Took down sections of chain link fence
- Repaired pickleball net
- Marked field for locates
- Picked up flags for parks and downtown
- Spliced underground electrical service to baseball field garage
- Layed out and flagged fence line
- Setting out picnic tables
- Cleaning cold storage for equipment give away
- Assisted with private locates
- Putting up American flags at parks
- Cleaning up downtown before St Patrick's Day
- Prepping summer equipment
- Garbage runs 3/per week
- Broomed walking trails
- Fixed broken pickleball frame
- Refurbished sled garage and sign at Wayne Hitch
- Removed remaining sleds for season
- Mopping shop floor
- Repaired vandalized stall divider at Gregory restroom
- Reviewing applications for summer temps
- Spread more wood chips in dog park
- Confined spaces training completed
- Getting miscellaneous bids for spring projects
- Fixed water bottle filler for Gregory pavilion
- Repaired tire on cart
- Ordering summer mower supplies
- Supplied Police Department with 20 pairs of skates
- Getting light timer hooked up for pickleball courts MMP
- Blew sand and debris off crosswalks and sidewalks on S 6th St
- Removed all flooding equipment, hose reel, hoses, fittings, etc. from vehicles
- Getting graffiti removed from Lum restroom building
- Trimming trees for mowing
- Mounted Knox box on new shop for Fire Dept access
- Clearing out "Welcome to Brainerd" signs for visibility
- Fixed outfield gates for JCP fields
- Taping, mudding, and painting (new shop)
- Moved Christmas decor to City Hall annex
- Pre-construction meeting with Oberg's for Mills Fence Project

Parks Projects Report

Parks ARPA Projects

Staff has received the final plans from Widseth. Staff is making slight modifications and will be advertising the plans for bid shortly after revision. It is expected that work will take place through summer and fall 2024.

Buster Park Pavilion

Staff has received the pavilion. Once the weather allows, foundations will be poured and staff will assemble the pavilion. Staff will be waiting until spring for installation.

Memorial Park Disc Golf Course

The disc golf group has completed staking out locations for tees and baskets. Sign proofs have been approved. Staff is requesting quotes for the concrete tee boxes.

Building Demolitions

Lum Park Building Demo will be completed by the date of the Park Board meeting. Staff will be completing topsoil and seeding when weather permits. Staff has removed the shed at Gustafson. The demo at Jaycees needs to be quoted yet.

Self-Service Kayak Rental

Staff is coordinating with Rent.Fun on installation during the spring of 2024. This is planned to be in place for the 2024 summer season.

Bane Park Garage Roof

Staff has requested quotes from vendors for this work.

Gregory Park Warming House/Pavilion Gutter Replacement

Staff has requested quotes from vendors for this work.

Buffalo Hills Park Playground Replacement

Staff has began discussions with the Lions Club regarding the playground replacement details. Further meetings are planned to refine details. A final plan will be presented to the Park Board prior to ordering.

Mills Field Fencing Relocation and Replacement

The existing wood fence has been removed by staff. The contractor has indicated that they would like to begin installation during the week of March 25th, weather permitting.

Memorial Park Rink Lights Automatic Timer

Staff has received the timer. We are working with Holden for installation.

Lum Park Pavilion Rehabilitations

Staff has requested drawings from TWM Architecture to prepare drawings for bidding.

Streets Maintenance Report

Maintenance Tasks Completed Month Prior

- Sewer inspection on various streets
- Marking utility locates
- Continued brushing and tree trimming in streets city-wide

- Replacing miscellaneous street signage
- Snow clearing and removal operations for snow events
- Investigating and mapping locations for airport sanitary and storm manholes
- Turned over old backhoe to Oak Lawn Township
- Receiving new grader next week
- Assisted with elections and transporting booths and equipment
- Coleman completed DOT inspection training and certification
- Began street sweeping on various streets while weather was permitting
- Addressed sign knockdowns on Oak Street adjacent to Harrison School
- Assisted with Mills Field fencing take down and removal
- Replaced 80-gallon air compressor after failing pressure tank inspection
- Reviewed and ordered road salt for 2024-2025 winter season
- Communicated with Michels/Centerpoint regarding sanitary sewer service line inspections

Engineering Report

North Brainerd Reconstruction Project

Most of the construction on the project is completed. Final turf establishment will be addressed in spring 2024.

South Brainerd Reconstruction Project

Staff has had a pre-construction meeting with DeChantal Excavating. They are intending to begin with removals starting the week of April 1st. After removals, it is likely that underground utility construction will occur nearby Tamarac and S. 7th Street.

S. 6th/Willow Roundabout Project

Staff and SEH have submitted the Council-approved layout to MnDOT and received approval from the District, approval from their Central Office is still needed. Staff will likely begin the right-of-way discussions with property owners and SEH shortly. Formal design of the project will continue following final approval of the layout from MnDOT's Central office.

SW 4th Street Storm Outfall Project

The contractor has completed the permanent repairs on this project, including seeding and tree planting. Staff will monitor the site for stability until final turf establishment can be evaluated in Spring 2024.

Buffalo Hills Gully Remediation Project

The Contractor has done grading throughout the gully and placed 5 sections of storm sewer pipe. At this time due to the weather, work is suspended until weather and temperatures are appropriate to continue. Completion will occur in the spring of 2024.

Other Activities

- Continued discussion with utilities regarding the upcoming South Brainerd reconstruction
- Reviewed change order requests for Buffalo Hills Gully Remediation project
- Participated in weekly check-in meetings for TH 371B/Willow Street Roundabout Project
- Met with SRF regarding funding opportunities for the TH 210/Lum Park Pedestrian Bridge project
- Reviewed Parks ARPA project plans
- Continued work on design of Beech Street Reconstruction project

- Continued work on design of Evergreen project
- Reviewed the ESA Phase II environmental report for the TH 371B/Willow Street Roundabout project
- Prepared restoration plan with SWCD regarding BIC shoreland area
- Coordinated demolition at the old Lum Park Maintenance building
- Coordinated with Baxter on joint NPDES employee training
- Reviewed upcoming event applications
- Participated in PROTECT subgroup
- Provided utility standard plans and specifications to developer
- Reviewed sidewalk options on Willow Street east of S. 6th Street
- Met with Lions Club regarding replacement of the Buffalo Hills Playground
- Reviewed timber harvest request for access
- Reviewed proposed sewer ordinance and MOU with Baxter for pretreatment delegation
- Reviewed Title Commitments for TH 371B/Willow Street Roundabout project
- Addressed cost split questions on Lyman P. White Park Project
- Reviewed discussion with Atty Langel regarding railroad crossing responsibilities
- Met with Park Board work group to discuss Park 30-Year Capital Plan
- Discussed proposed transit agreement with Crow Wing County and Baxter
- Reviewed and met regarding the final CIPP lining report and next phase cost estimates
- Prepared memo for Joint SPW/PUC meeting regarding the South Brainerd Alley resurfacing
- Sent draft joint agreement to Baxter for Environmental Resources Technician position
- Presented with MnDOT to BLADEC regarding the TH 210 Reconstruction project
- Met with Contractor, Councilman O'Day and Administrator Broyles in Buffalo Hills Gully
- Reviewed scope of work for Lum Park Pavilion rehabilitation projects
- Reviewed tree clearing adjacent to Boom Lake and sent a letter to property owner
- Reviewed Skatepark Assoc. Spring Session event application
- Declared and published snow emergency and downtown snow clearing notices
- Addressed transit incident with staff, Blue Sky, and Brainerd Police
- Met with Ski Loons in regard to presented draft agreement to Park Board
- Submitted LCCMR grant proposal for the TH 210/Lum Park Pedestrian Bridge project
- Discussed WAC and SAC fees for River to Rails district and possible expansion of district
- Met with Randy (Northwind Grille) about upcoming TH 371B/Willow St Roundabout Project
- Gave tour of parks to new Administrator Broyles

Transit Report

Activities

- RFP solicitation has opened. Have had a few downloads. Kathy mailed notices as well to potential contractors.
- Received VIN for new bus. Expected to receive in summer 2024.
- Annual Certification and Assurances form sent to MnDOT
- Coordination with Finance to reconcile RouteMatch invoices that don't correspond with quoted prices
- Met with alternative transit software company regarding a potential alternative option

- 3PC on-site manager was released in March. Issues continue to occur with operations management for Blue Sky. Have filled in the gap with temporary/interim managers from out of town with results lacking.
- Coleman (Streets Mechanic) assisted with repair of one of the buses. He's ordered DOT inspection stickers and is willing to assist with annual DOT inspections to save costs.
- 4th quarter billing is complete for 2023.
- Maintenance issues continue to occur, lack of follow up without a consistent on-site manager.
- Ridership Reporting for January 2024
 - Year To Date
 - 2023 = 4,339
 - 2024 = 3,070 (-1,269, -29.2%)
 - Brainerd Only
 - 2023 = 3,417
 - 2024 = 2,382 (-1,035, -30.3%)
 - Baxter Only
 - 2023 = 505
 - 2024 = 525 (+20, +4.0%)
 - Crow Wing County Only
 - 2023 = 1,029
 - 2024 = 163 (-866, -84.2%)
 - January 2024 vs. December 2023
 - December 2023 = 2,693 (20 operating days)
 - Brainerd-origin = 2,056
 - Baxter-origin = 506
 - CWC = 131
 - January 2024 = 3,070 (+377) (22 operating days)
 - Brainerd-origin = 2,382 (+326)
 - Baxter-origin = 525 (+19)
 - CWC = 163 (+32)
 - 33 New Customers in January

RESOLUTION
Xx:24

RESOLUTION TO CONDUCT OFF-SITE GAMBLING

WHEREAS, the Brainerd Elks #615 has completed a Minnesota Lawful Gambling Application to Conduct Off-Site Gambling at the Brainerd Armory, 1115 Wright Street, Brainerd, MN, on May 8th, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brainerd that lawful gambling as requested by the Brainerd Elks #615 is hereby approved.

Adopted this ____ day of April 2024

KELLY BEVANS
President of the Council

Approved this ____ day of April 2024

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Approve Revised Public Utilities Department Operations Manager, Water/Wastewater Manager and Maintenance Mechanic Job Descriptions as presented.

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): n/a - consent calendar

SUMMARY OF ISSUE: The Operations Manager, Water/Wastewater Manager and Maintenance Mechanic job descriptions were updated as a result of the recent reorganization of the Public Utilities Department. Attached are redlined and final versions of the updated job descriptions for the Council's review and consideration. The Public Utilities Commission, at its March 26, 2024, meeting reviewed and recommended approval to the Council for these job descriptions as presented.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff will be preparing two more job descriptions for the new Maintenance Services Lead and Technical Services Lead positions. Since these are new positions, the wages for the positions will need to be negotiated with the IBEW Union before the jobs can be posted.

RECOMMENDED ACTION/MOTION: Motion to approve the updated Operations Manager, Water/Wastewater Manager and Maintenance Mechanic job descriptions as presented.

FINANCIAL IMPACT: n/a



Operations Manager

Department: Public Utilities

FLSA Status: Exempt

General Definition of Work

Provides leadership and direction relating to Brainerd's municipal utility systems including electric distribution, hydro and solar generation, and water distribution. Performs highly responsible technical, supervisory and administrative work such as complex design engineering, safety engineering services, system operations, field operations, complex engineering studies and analysis, training support, project management, quality assurance, budgeting, purchasing, and operation/maintenance of these facilities or systems. Work is performed under the limited supervision of the Public Utilities Director.

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 an employee 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

- Responsible for and assists in the overall planning, design, construction, operation, and maintenance of BPU's electric distribution, hydro and solar generation, and water distribution facilities and departments.
- Responsibilities include training, inspecting and assigning work, developing staff schedules, coaching and counseling, conducting performance evaluations, disciplining, and recommends hiring for electric distribution and generation and water distribution systems.
- Participates in the development and administration of capital improvement budget, operating budgets and monitors effective and efficient use of budgeted funds, personnel, materials, facilities, and time for applicable utility systems.
- Ensures compliance with applicable reliability and environmental standards.
- Responsible for the design and general operations of electric power distribution system and vegetation management.
- Oversees the planning and scheduling of all construction, operations, and maintenance activities associated with BPU's generation and distribution facilities and implements response and recovery plans during storm events and provides damage identification work during storm and other emergency situations.
- Ensures compliance with applicable North American Electric Reliability Corporation (NERC) reliability standards and acts as the subject matter expert on these standards.
- Coordinates with other City departments and developers/customers on new services and conversion of existing services including developing cost estimates and design for existing facility conversions.
- Oversees the Electric rights-of-way activities. Oversees the design and coordination of street and area lights.
- Responsible for the Electric Department system protection (relays), communications and metering systems. Performs system studies to establish protective relay settings. Oversees the installation, maintenance and calibration of all protective relays.
- Oversees the installation, testing and maintenance of BPU's electric meter shop and metering system. Ensures metering is documented and accurate.
- Responsible for operation and support of the technical hardware and software support for the power management and control system utilized by BPU's electric control center and the GIS mapping functions.
- Plans, evaluates, and administers implementation of all hardware and software improvements to the power management and its associated peripheral controls systems to enhance the electric and control system.
- Trains staff in the use of Supervisory Control and Data Acquisition/Automatic Generation Control (SCADA/AGC), advanced applications programs and power management peripheral control systems.
- Responsible for hydro engineering support along with ensuring the safety and reliability of hydro operations.
- Forecasts energy requirements and peak loads for budgetary, operation and planning purposes as required. Provides real time studies and analysis to support the reliable operations of the Electric system.
- Performs other duties as assigned.

Operations Manager Job Description

Page 2

Knowledge, Skills and Abilities

- Thorough knowledge of the modern practices, methods, techniques and equipment used in activities involved in one or more of the technical areas (Distribution Operations, System Operations, Generation, Electric, and Water System Planning).
- Thorough knowledge of the use and care of equipment and systems associated with the respective technical area.
- Thorough knowledge of BPU's Electric and Water Distribution systems.
- Thorough knowledge of budgeting cost accounting principles.
- Ability to plan projects and use them in preparing plan specifications.
- Ability to supervise and direct subordinate technical and operational personnel.
- Ability to read, understand and apply applicable BPU policies, procedures, rules and work processes.
- Ability to read, understand and apply applicable regulatory requirements (safety, environmental, reliability).
- Ability to plan projects, prepare cost estimates, conduct research, make inspections, and prepare reports.
- Ability to manage complex projects and assignments for prolonged periods of time.
- Ability to manage change.
- Ability to maintain records and coordinate and/or supervise subordinates or contractors.
- Ability to comprehend, and the leadership to seek resolution of, complicated problems and to issue technical written and oral instructions.
- Ability to maintain effective working relationships with fellow employees, contractors and the public.
- Ability to communicate clearly and concisely orally and in writing.
- Ability to safely work extended hours during storm and other emergency situations.
- Skill in the use of personal computers and associated programs and applications necessary for successful job performance.

Education, Experience and Special Requirements

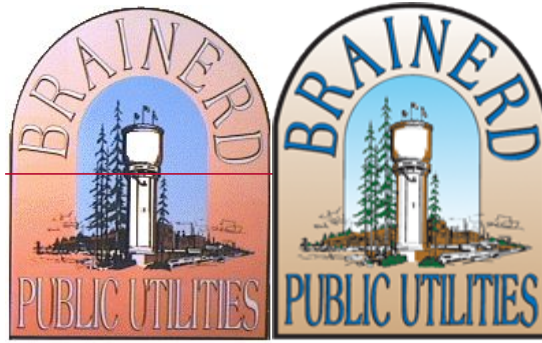
- Possession of a high school diploma and seven years of professional experience that includes the planning, redesign, operation and maintenance of both the electric and water distribution facilities. Three years of the experience must include supervisory experience.
- Must obtain, and maintain throughout the period of employment, the required clearances to have unrestricted access to critical facilities consistent with NERC and FERC reliability standards.
- Graduate of electrical lineworker or water environmental technology program at a vocational or technical college or an Associate's Degree from an accredited college or university in science, water systems, civil or electrical engineering.
- A combination of experience and training may be considered to meet BPU requirements as determined by the Public Utilities Director.
- Minnesota Class A commercial driver's license with air brake endorsement is a desired qualification.

Physical Requirements

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force, and exertion of up to 100 pounds of force rarely-not daily; work regularly requires standing, speaking or hearing, using hands to finger, handle or feel, climbing or balancing and reaching with hands and arms, frequently requires walking, stooping, kneeling, sitting, bending, crouching or crawling, pushing or pulling, lifting and repetitive motions and occasionally requires tasting or smelling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision 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, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions including extreme heat or cold, wet/humid conditions (non-weather), and risk of electrical shock, occasionally requires working near moving mechanical parts and working in high, precarious places; occasionally exposed to vibration, noise, fumes or airborne particles and rarely exposed to toxic or caustic chemicals; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic). The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective gear.

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: March 22, 2024



Operations Manager

Department: Public Utilities ~~Electric~~
Status: Exempt

~~FLSA~~

General Definition of Work

~~Performs highly responsible technical, supervisory and administrative work that provides supervision and engineering support within the Electric Department. Provides leadership and direction relating to Brainerd's municipal utility systems including electric distribution, hydro and solar generation, and water Expertdistribution. in the subject matter in the Electric Department and is responsible for supervising highly technical engineering, operational or administrative work~~
Performs highly responsible technical, supervisory and administrative work such as complex design engineering, safety engineering services, system operations, field operations, complex engineering studies and analysis, training support, project management, quality assurance, budgeting, purchasing, and ~~operation/maintenance of these of Electric Department~~ facilities or systems. Work is performed under the limited supervision of the ~~Work with extensive independence under the general direction of Utility Superintendent~~Public Utilities Director. The work is reviewed through observations, conferences, reports, and by results obtained.

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 an employee 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

- Responsible for and assists in the overall planning, design, construction, operation, and maintenance of BPU's electric distribution, hydro and solar generation, and water distribution facilities and departments.
- Responsibilities include training, inspecting and assigning work, developing staff schedules, coaching and counseling, conducting performance evaluations, disciplining, and recommends hiring for electric distribution and generation and water distribution systems.
- All — Plans, schedules, assigns, and trains subordinate personnel. Ensures work is done in a professional, competent and safe manner. Participates in the development and administration of capital improvement budget, operating budgets and monitors effective and efficient use of budgeted funds, personnel, materials, facilities, and time for applicable utility systems. Assists in the overall planning, design, construction, operation, and maintenance of BPU's Electric Department facilities. Develops budget, scope of work documents, and performs manager duties on various projects and programs. Reviews specifications and plans, evaluates vendor proposals, and provides recommendations for purchases. Recommends the hire, promotion, grievance resolution, discipline and discharge of employees.
- Conducts performance evaluations and recommends approval or denial of merit increases. Requires the use and exercise of independent judgment. Performs various administrative activities and functions. Ensures compliance with applicable reliability and environmental standards. Acts as the subject matter expert with respect to applicable reliability standards. Performs related work as required.
- **Power Delivery — Lines and Service Operations —**
- Responsible for the design and day-to-daygeneral operations of electric power distribution systemdelivery and vegetation management.

- Oversees the planning and scheduling of all construction, operations, and maintenance activities associated with BPU's generation and distribution facilities and ~~Develops and implements response and recovery plans during storm events and provides damage identification work during storm and other emergency situations.~~
- Ensures compliance with applicable North American Electric Reliability Corporation (NERC) reliability standards and acts as the subject matter expert on these standards.

- ~~**Power Delivery — Distribution Operations** — Responsible for the design for the Electric distribution system. Coordinate new service needs with customers/developers. Develops and coordinates design and construction work with Line and Service operations. Coordinates with other City departments and developers/customers on new services and conversion of existing services including developing.~~ ~~Develops~~ cost estimates and design for existing facility conversions.

~~Minnesota Class A commercial driver's license with air brake endorsement or the ability to obtain within six months of hire.~~

- ~~Oversees the Electric rights-of-way activities. Oversees the design and coordination of street and area lights. Provides damage identification work during storm and other emergency situations.~~
- ~~**System Operations/Protection and Communications and Meter Operations** —~~
- Responsible for the Electric Department system protection (relays), communications and metering systems. Performs system studies to establish protective relay settings. Oversee the installation, maintenance and calibration of all protective relays.
- Oversees the installation, testing and maintenance of BPU's electric meter shop and metering system. Ensures metering is documented and accurate.

Operations Manager Job Description

Page 2

~~System Operations — Power Management and Control —~~

- Responsible for operation and support of the technical hardware and software support for the power management and control system utilized by BPU's electric control center and the GIS mapping functions.
- Plans, evaluates, and administers implementation of all hardware and software improvements to the power management and its associated peripheral controls systems to enhance the electric and control system.
- Trains staff in the use of Supervisory Control and Data Acquisition/Automatic Generation Control (SCADA/AGC), advanced applications programs and power management peripheral control systems.

~~Hydro Generation —~~

- Responsible for hydro engineering support ~~and oversight of assigned hydro personnel. Coordinates with staff to ensure safe along with ensuring the safety and reliability of~~ hydro operations. ~~Acts as the project manager for capital and operating projects. Provides technical support during emergency situations.~~
- ~~**System Integrated Planning** — Responsible for direct supervision of staff in the development of long-range planning for BPU's Electric system.~~ Forecasts energy requirements and peak loads for budgetary, operation and planning purposes as required. Provides real time studies and analysis to support the reliable operations of the Electric system.
- Performs other duties as assigned.

Knowledge, Skills and Abilities

- Thorough knowledge of the modern practices, methods, techniques and equipment used in activities involved in one or more of the technical areas (Distribution Operations, System Operations, Generation, Electric, and Water System Planning).
- Thorough knowledge of the use and care of equipment and systems associated with the respective technical area.
- Thorough knowledge of BPU's Electric and Water Distribution systems.
- Thorough knowledge of budgeting cost accounting principles.
- Ability to plan projects, and projects and use them in preparing plan specifications.
- Ability to supervise and direct subordinate technical and operational personnel.
- Ability to read, understand and apply applicable BPU policies, procedures, rules and work processes.

- Ability to read, understand and apply applicable regulatory requirements (safety, environmental, reliability).
- Ability to plan projects, prepare cost estimates, conduct research, make inspections, and prepare reports.
- Ability to manage complex projects and assignments for prolonged periods of time.
- Ability to manage change.
- Ability to maintain records and coordinate and/or supervise subordinates or contractors.
- Ability to comprehend, and the leadership to seek resolution of, complicated problems and to issue technical written and oral instructions.
- Ability to maintain effective working relationships with fellow employees, contractors and the public.
- Ability to communicate clearly and concisely orally and in writing.
- Ability to safely work extended hours during storm and other emergency situations.
- Skill in the use of personal computers and associated programs and applications necessary for successful job performance.

Education, Experience and Special Requirements

- Possession of a high school diploma and ~~seventen~~ years of professional experience that includes the planning, redesign, operation and maintenance of both the electric and water distribution facilities. ~~Three-Five~~ years of the experience must include supervisory experience.
- Must obtain, and maintain throughout the period of employment, the required clearances to have unrestricted access to critical facilities consistent with NERC and FERC reliability standards.
- Graduate of electrical lineworker or water environment technology program at a vocational or technical college or an Associate's Degree from an accredited college or university in science, water systems, civil or electrical engineering.
- ~~Must be a journeyman lineman or A~~ combination of experience and training may be considered to meet BPU requirements as determined by the ~~BPU Superintendent~~ Public Utilities Director.
- ~~Minnesota Class A commercial driver's license with air brake endorsement~~ or the ability to obtain within six months of hire, is a desired qualification.

Operations Manager Job Description

Page 3

Physical Requirements

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force, and exertion of up to 100 pounds of force rarely-not daily; work regularly requires standing, speaking or hearing, using hands to finger, handle or feel, climbing or balancing and reaching with hands and arms, frequently requires walking, stooping, kneeling, sitting, bending, crouching or crawling, pushing or pulling, lifting and repetitive motions and occasionally requires tasting or smelling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision 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, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions including extreme heat or cold, wet/humid conditions (non-weather), and risk of electrical shock, occasionally requires working near moving mechanical parts and working in high, precarious places; occasionally exposed to vibration, noise, fumes or airborne particles and rarely exposed to toxic or caustic chemicals; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic). The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective gear.

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: ~~February 1, 2019~~March 21, 2024



Water/Wastewater Manager

Department: Public Utilities

FLSA Status: Exempt

General Definition of Work

Performs difficult technical and administrative work supervising the operations of Class B Water Plant and Class A Major Wastewater Treatment Plant (WWTP); does related work as required. Work is performed under general direction of Public Utilities Director. Continuous supervision is exercised over Water Plant and Wastewater personnel.

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 employee 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

- Manages the operation of Public Utilities Class A Major WWTP, certified wastewater lab, delegated pretreatment program, and lift stations; ensures compliance with operating permit requirements; maintaining records; preparing reports.
- Administrates pretreatment discharge permits for industrial and commercial dischargers.
- Supervises Water/Wastewater personnel in the performance of their duties; evaluates data and plant operation to ensure compliance. Responsible person for the National Pollutant Discharge Elimination System (NPDES) permit and Public Water System (PWS) through affiliated Federal and State Agencies.
- Oversees all aspects of the biosolids application process.
- Responsibilities include training, inspecting and assigning work, developing staff schedules, coaching and counseling, conducting performance evaluations, disciplining, and recommends hiring for Water Plant and Wastewater personnel.
- Inspects the WWTP and WTP equipment to ascertain that it is in proper operation at all times; monitors treatment process and flow throughout the plant; oversees the repair and maintenance of plant equipment and reports major repair needs to Public Utilities Director; assists in troubleshooting electrical, mechanical, chemical, biological, hydraulic and pneumatic systems.
- Oversees the maintenance of records of plant operations, analytical lab results, and prepares periodic reports for submission to local, state and federal regulatory agencies, superiors or others as required.
- Inspects and monitors WWTP equipment and machinery to determine that all machinery is operating properly and to ensure proper treatment of wastewater and the disposal of biosolids; takes samples of wastewater at various stages of treatment processes in the WWTP.
- Confers with consultants and engineers; and federal and state agencies for both wastewater treatment and water production/treatment.
- Consults with vendors; orders equipment and parts for both wastewater treatment and water production/treatment.
- Participates in the development and administration of capital improvement budget, operating budgets and monitors effective and efficient use of budgeted funds, personnel, materials, facilities, and time for both wastewater treatment and water production/treatment.
- Performs regular duties of a wastewater operator when required.
- Maintains state certifications for both wastewater treatment and water production/treatment operations by attending certification seminars.
- Performs other duties as assigned.

Water/Wastewater Manager

Page 2

Knowledge, Skills and Abilities

- Thorough knowledge of the operating characteristics and maintenance requirements of wastewater and water tools, materials, and equipment with the ability to detect flaws and to determine proper remedial measures;
- Thorough knowledge of hydraulic, chemical, analytical, and mechanical principles pertinent to wastewater and water operations;
- Thorough knowledge of the occupational hazards of the work and of necessary safety precautions to comply with BPU and OSHA safety requirements;
- Ability to read, interpret, and implement documents such as BPU safety rules, operating and maintenance instructions, procedure manuals, and policies;
- Ability to write reports, business correspondence and procedure manuals;
- Ability to effectively present information and respond to questions from subordinates, supervisors, regulatory agencies, and customers;
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations;
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists;
- Ability to develop and interpret a variety of instructions and plans furnished in written, oral, and drawing form;
- Ability to understand and follow moderately complex oral and written instructions; ability to read meters and charts accurately and to maintain records of operations;
- Skilled in the use and care of laboratory testing and analysis equipment and instruments;
- Ability to assign and supervise the work of others;
- Ability to establish and maintain effective working relationships with employees, regulatory agency officials and the general public.

Education, Experience and Special Requirements

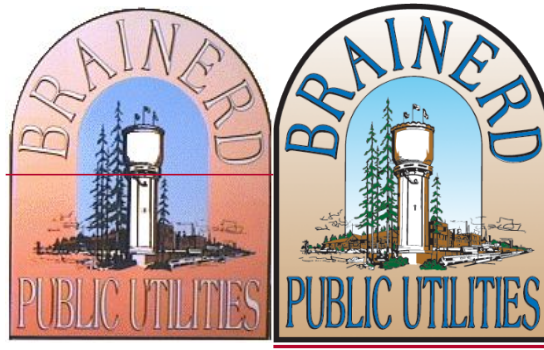
- Associates/Technical degree in wastewater and water technology; extensive experience in wastewater and water plant operations including considerable supervisory experience or equivalent education and experience.
- Possession of a MPCA Class A Wastewater Operators Certificate.
- Possession of a MPCA Type 4 Application Certificate.
- Possession of a Minnesota Class D driver's license.
- Possession of a MDH Class B or higher Water Operators Certificate.
- Experience in a Certified Laboratory is desirable.

Physical Requirements

This work requires the regular exertion of up to 10 pounds of force; frequent exertion of up to 25 pounds of force; and rarely, not daily, exertion of up to 50 pounds of force; work regularly requires standing, sitting, speaking or hearing, reaching with hands and arms and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling and pushing or pulling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception 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, visual inspection involving small defects and/or small parts, using measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock, exposure to vibration; work is generally in a moderately noisy location. The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

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: March 15, 2024



Water/Wastewater ManagerSupervisor

Department: Public Utilities ~~Wastewater~~

FLSA Status: Exempt

General Definition of Work

Performs difficult technical and administrative work supervising the operations of a Class B Water Plant and Class A Major Wwastewater Ttreatment Pplant (WWTP); does related work as required. Work is performed under general direction of Public Utilities DirectorUtility Superintendent. Continuous supervision is exercised over Water Plant and Wastewater personnel.

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 employee 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

- ManagesOversees the operation of Public Utilities BPU's Class A Major WWTP, certified wastewater lab, delegated pretreatment program, and lift stations; ensuresring compliance with operating permit requirements; maintaining records; preparing reports.
- Administrates pretreatment discharge permits for industrial and commercial dischargers.
- Supervises Water/Wastewater personnel in the performance of their duties; evaluates data and plant operation to ensure compliance. Responsible person for the with National Pollutant Discharge Elimination System (NPDES) permit and Public Water System (PWS) through affiliated Federal and State Agencies.
- Oversees all aspects of the biosolids application process.
- Responsibilities include training, inspecting and assigning work, developing staff schedules, coaching and counseling, conducting performance evaluations, disciplining, and recommendsding hiring and terminating for Water Plant and Wastewater personnel.
- Inspects the WWTP and WTP-and equipment to ascertain that it is in proper operation at all times; monitors treatment process and flow throughout the plant; oversees the repair and maintenance of plant equipment and reports major repair needs to Public Utilities DirectorSuperintendent; assists in troubleshooting electrical, mechanical, chemical, biological, hydraulic and pneumatic systems.
- Oversees the maintenance of records of plant operations, analytical lab results, and prepares periodic reports for submission to local, state and federal regulatory agencies, superiors or others as required.
- Inspects and monitors WWTP equipment and machinery to determine that all machinery is operating properly and to ensure proper treatment of wastewater and the disposal of biosolids; takes samples of wastewater at various stages of treatment processes in the WWTP.
- Confers with consultants and engineers; and federal and state agencies for both wastewater treatment and water production/treatment.
- Consults with vendors; orders equipment and parts for both wastewater treatment and water production/treatment.
- ~~Participates in the development and administration of capital~~ improvement budget, and operating budgets and monitors effective and efficient use of budgeted funds, personnel, materials, facilities, and time for both wastewater treatment and water production/treatment.
- ~~_____~~
- ~~_____~~ Performs regular duties of a wastewater operator when required.

-
- Maintains state certifications for both wastewater treatment and water production/treatment operations by attending certificationtraining seminars.
- Performs other duties as assigned.

Water/Wastewater Manager

Page 2

Knowledge, Skills and Abilities

- Thorough knowledge of the operating characteristics and maintenance requirements of wastewater and water tools, materials, and equipment with the ability to detect flaws and to determine proper remedial measures;
- Thorough knowledge of hydraulic, chemical, analytical, and mechanical principles pertinent to wastewater and water operations;
- Thorough knowledge of the occupational hazards of the work and of necessary safety precautions to comply with BPU and OSHA safety requirements;
- Ability to read, interpret, and implement documents such as BPU safety rules, operating and maintenance instructions, procedure manuals, and policies;
- Ability to write reports, business correspondence and procedure manuals;
- Ability to effectively present information and respond to questions from subordinates, supervisors, regulatory agencies, and customers;
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations;
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists;
- Ability to develop and interpret a variety of instructions and plans furnished in written, oral, and drawing form;
- Ability to understand and follow moderately complex oral and written instructions; ability to read meters and charts accurately and to maintain records of operations;
- Skilled in the use and care of laboratory testing and analysis equipment and instruments;
- Ability to assign and supervise the work of others;
- Ability to establish and maintain effective working relationships with employees, regulatory agency officials and the general public.

Education, Experience and Special Requirements

- Associates/Technical degree in wastewater and water technology; extensive experience in wastewater and water plant operations including considerable supervisory experience or equivalent education and experience.
- Possession of a MPCA Class A Wastewater Operators Certificate.
- Possession of a MPCA Type 4 Application Certificate.
- Possession of a Minnesota Class D driver's license.
- Possession of a MDH Class B or higher Water Operators Certificate.
- ~~Experience in a Certified Laboratory is desirable.~~
- ~~Minnesota Department of Health Class D Water License is desirable.~~
- Experience in a Certified Laboratory is desirable.

Physical Requirements

This work requires the regular exertion of up to 10 pounds of force; frequent exertion of up to 25 pounds of force; and rarely, not daily, exertion of up to 50 pounds of force; work regularly requires standing, sitting, speaking or hearing, reaching with hands and arms and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling and pushing or pulling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception 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, visual inspection involving small defects and/or small parts, using measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock, exposure to vibration; work is generally in a moderately noisy location. The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

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: March 15, 2024~~May 21, 2019~~



Maintenance Mechanic

Department: Public Utilities

FLSA Status: Non-Exempt

General Definition of Work

Performs skilled mechanical work performing preventative and corrective maintenance on BPU's motorized fleet, motorized and non-motorized support equipment and various stationary mechanical equipment associated with facility systems; maintains records and files; and related work as apparent or assigned. Work is performed under the general supervision of the Operations Manager.

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 employee 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

- Performs preventative and corrective maintenance, including general mechanical overhaul and adjustments and repair work on all vehicles and equipment.
- Diagnoses and determines the extent of mechanical problems and replaces or rebuilds equipment based upon cost and quality of equipment operation considerations.
- Inspects, adjusts, repairs, replaces components and related parts for drive train, cooling, fuel, exhaust, brake, ignition and electrical systems.
- Inspects, adjusts, repairs, replaces components and related parts for hydraulic systems and compressed air systems.
- Welds, modifies equipment, and fabricates parts as needed.
- Replaces or rebuilds components as required to meet industry standards and DOT requirements.
- Operates standard testing equipment to diagnose malfunctions; drives to sites to repair equipment.
- Orders and maintains shop supplies and service parts as necessary.
- Maintains required cost-accounting and service/repair records in accordance with established BPU practices and DOT requirements.
- Keeps work area clean and orderly.
- Responds to trouble and emergency calls and performs necessary maintenance. Willingness to accept call out/call back for outages and emergency repairs is essential. Call out/call back can be declined for good cause only.
- Attendance at continuing education events applicable to the position is strongly encouraged.
- Assists other Brainerd Public Utilities service crews as needed and in emergencies.
- Performs other duties when assigned or when necessary.

Knowledge, Skills and Abilities

- Thorough knowledge of the standard methods, practices, tools, materials, equipment and technology used in the maintenance and repair of motorized fleets, motorized and non-motorized support equipment, and various types of stationary mechanical equipment;

Maintenance Mechanic

Page 2

- Thorough knowledge of the principles of two and four cycle internal combustion engines; electrical systems; hydraulic systems; hydraulic and pneumatic control systems; air compressors and of mechanical principles in general.
- Thorough knowledge of the occupational hazards of the work and necessary safety precautions to comply with BPU and OSHA safety requirements.
- Ability to write routine reports and correspondence.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures.
- Ability to read and interpret documents and a variety of instructions in diagram or schedule form such as BPU safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to listen and speak effectively; follow oral and written instructions.
- Skill in the use and care of tools of the trade.
- Basic knowledge of computers, and diagnostic equipment.
- Ability to operate various vehicles and equipment for diagnostic and road testing.
- Ability to properly operate specialty tools and support equipment.
- Ability to work under adverse conditions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.

Education and Experience

- Associates/Technical degree in operating and performing maintenance of heavy trucks and equipment

OR

- A minimum of four years' experience in the maintenance and repair of vehicles, equipment, and pumps, including welding and troubleshooting.

Special Requirements

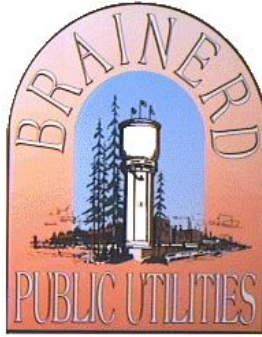
- Minnesota Class A commercial driver's license with tanker endorsement or ability to obtain within one year of hire.
- ASE certification and/or DOT Inspector license.

Physical Requirements

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of up to 70 pounds of force; work regularly requires walking, frequently requires standing and repetitive motions and occasionally requires sitting, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires depth perception, color perception, night vision 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; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; worker is frequently exposed to outdoor weather conditions, working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to vibration, wearing a self contained breathing apparatus and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a loud noise location (e.g. grounds maintenance, heavy 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: February 8, 2024



Maintenance Mechanic

Department: ~~Electric~~Public Utilities
Non-Exempt

FLSA Status:

General Definition of Work

Performs skilled mechanical work performing preventative and corrective maintenance on BPU's motorized fleet, motorized and non-motorized support equipment and various stationary mechanical equipment associated with facility systems; maintains records and files; and related work as apparent or assigned. Work is performed under the general supervision of the ~~Line Supervisor~~ Operations Manager.

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 employee 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

- Performs preventative and corrective maintenance, including general mechanical overhaul and adjustments and repair work on all vehicles and equipment.
- Diagnoses and determines the extent of mechanical problems and replaces or rebuilds equipment based upon cost and quality of equipment operation considerations.
- Inspects, adjusts, repairs, replaces components and related parts for drive train, cooling, fuel, exhaust, brake, ignition and electrical systems.
- Inspects, adjusts, repairs, replaces components and related parts for hydraulic systems and compressed air systems.
- Welds, modifies equipment, and fabricates parts as needed.
- Replaces or rebuilds components as required to meet industry standards and DOT requirements.
- Operates standard testing equipment to diagnose malfunctions; drives to sites to repair equipment.
- Orders and maintains shop supplies and service parts as necessary.
- Maintains required cost-accounting and service/repair records in accordance with established BPU practices and DOT requirements.
- Keeps work area clean and orderly.
- Responds to trouble and emergency calls and performs necessary maintenance. Willingness to accept call out/call back for outages and emergency repairs is essential. Call out/call back can be declined for good cause only.
- Attendance at continuing education events applicable to the position is strongly encouraged.
- Assists other Brainerd Public Utilities service crews as needed and in emergencies.
- Performs other duties when assigned or when necessary.

Knowledge, Skills and Abilities

- Thorough knowledge of the standard methods, practices, tools, materials, equipment and technology used in the maintenance and repair of motorized fleets, motorized and non-motorized support equipment, and various types of stationary mechanical equipment;

Maintenance Mechanic

Page 2

- Thorough knowledge of the principles of two and four cycle internal combustion engines; electrical systems; hydraulic systems; hydraulic and pneumatic control systems; air compressors and of mechanical principles in general.
- Thorough knowledge of the occupational hazards of the work and necessary safety precautions to comply with BPU and OSHA safety requirements.
- Ability to write routine reports and correspondence.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to detect flaws in the operation of mechanical equipment and to determine proper remedial measures.
- Ability to read and interpret documents and a variety of instructions in diagram or schedule form such as BPU safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to listen and speak effectively; follow oral and written instructions.
- Skill in the use and care of tools of the trade.
- Basic knowledge of computers, and diagnostic equipment.
- Ability to operate various vehicles and equipment for diagnostic and road testing.
- Ability to properly operate specialty tools and support equipment.
- Ability to work under adverse conditions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.

Education and Experience

- Associates/Technical degree in operating and performing maintenance of heavy trucks and equipment

OR

- A minimum of four years' experience in the maintenance and repair of vehicles, equipment, and pumps, including welding and troubleshooting.

Special Requirements

- Minnesota Class A commercial driver's license with tanker endorsement or ability to obtain within one year of hire.
- ASE certification and/or DOT Inspector license [eure is highly desired for this position.](#)

Physical Requirements

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of up to 70 pounds of force; work regularly requires walking, frequently requires standing and repetitive motions and occasionally requires sitting, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires depth perception, color perception, night vision 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; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; worker is frequently exposed to outdoor weather conditions, working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to vibration, wearing a self contained breathing apparatus and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a loud noise location (e.g. grounds maintenance, heavy 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: ~~January 1, 2018~~ February 86, 2024

2024 Camp Ripley Update

Camp Ripley
"The Warrior's Choice"





Camp Ripley's Mission

Provide superior customer service, facilities, and resources empowering organizations to train in a realistic environment while fostering Positive Community Relations.





MN Leadership



- **Major General Shawn Manke** is The Adjutant General of the Minnesota National Guard



- **Command Chief Master Sergeant Lisa Erikson** is the Command Senior Enlisted Leader for the Minnesota National Guard

34 ID Leadership



- **Major General Charles Kemper** is the Commander of the 34th Infantry Division



- **Command Sergeant Major Matthew Erickson** is the Command Sergeant Major of the 34th Infantry Division



Camp Ripley Leadership



- **Colonel Troy Fink** is the Garrison Commander of Camp Ripley



- **Command Sergeant Major Rian Hofstad** is the Garrison Command Sergeant Major of Camp Ripley



Economic Impact

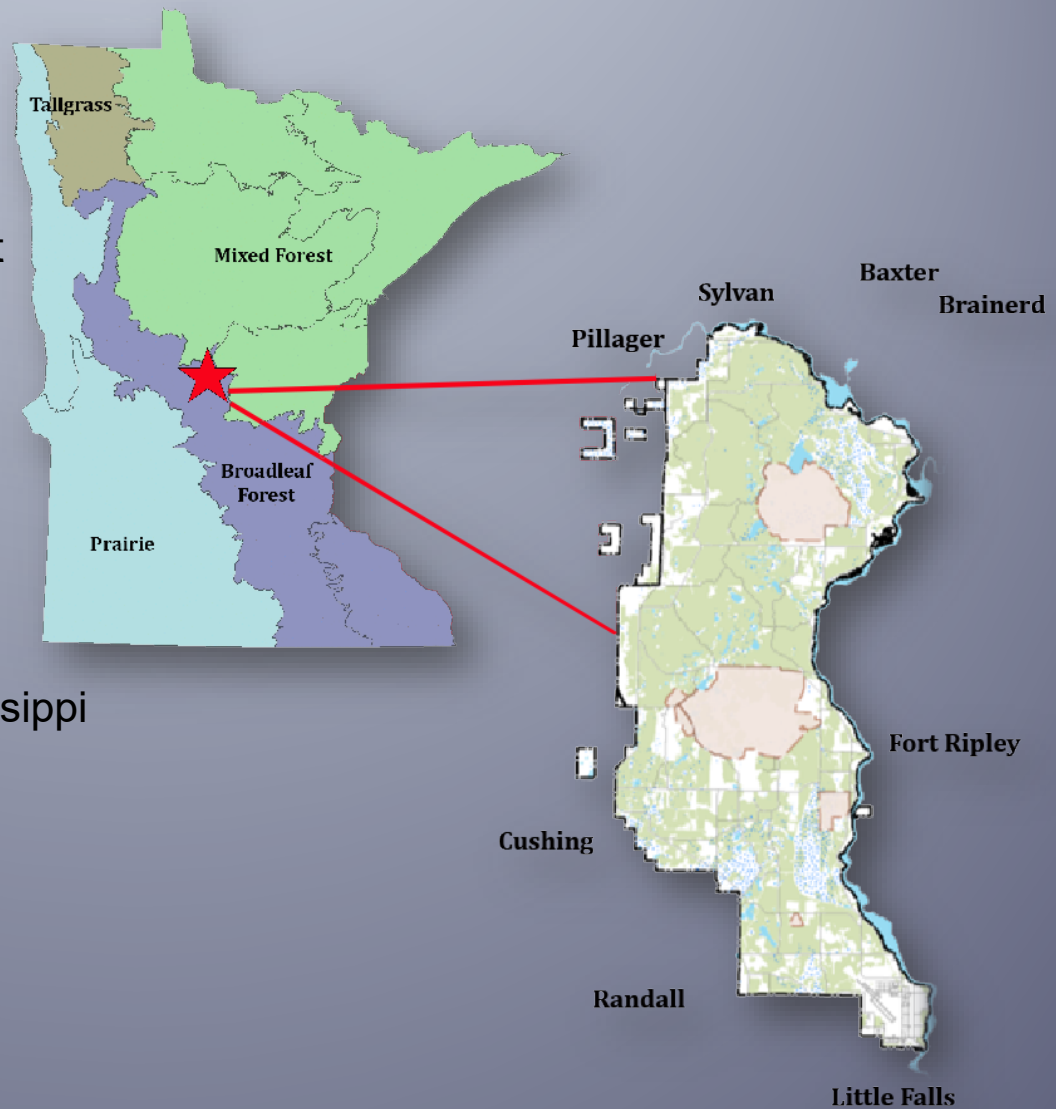


Payroll	\$	55,049,879.18
Construction Projects/Maintenance Contracts	\$	21,200,000.00
Utilities	\$	2,618,820.59
Food/Meals	\$	2,003,445.04
Army Compatible Use Buffer	\$	1,302,450.00
Education	\$	790,254.00
Total	\$	72,748,355.09
Camp Ripley has 800-1,000 State & Federal Employees		



Location

- 52,831 acres (21,379 ha)
 - 50,731 acres (17,237 ha) Range
 - 2,100 acres (849 ha) Cantonment
- State Owned Property
- Three Counties
 - Morrison
 - Cass
 - Crow Wing
- 18 miles (29 km) of undisturbed Mississippi River
- Level II Training Center
- 45 live and 23 non-live fire ranges





Accomplishments / Events

- In 2023, we hosted 400,839 DoD and 78,511 local/state interagency partners
- Camp Ripley Open House (bi-annual event)
- Hosted multiple training events with the Air Force, Navy, Marines, and Coast Guard
- Hosted DNR and State Patrol Academies
- Celebrated the 51st Anniversary of NOREX





Support to Civil Authorities



Typical Missions:

- Winter Storm Response
- Flood Response
- Wildfire Response
- Civil Disturbance

Typical Associated Tasks:

- Security
- Traffic Control (TCP)
- Evacuation
- Search and Rescue
- Civil Disturbance Control
- Aerial Wild land Fire Response
- Natural Disaster Relief
- Emergency Debris Clearance
- Emergency Shelter
- Mutual Aid (CRTIC)





Construction Update



Current & Future Projects:

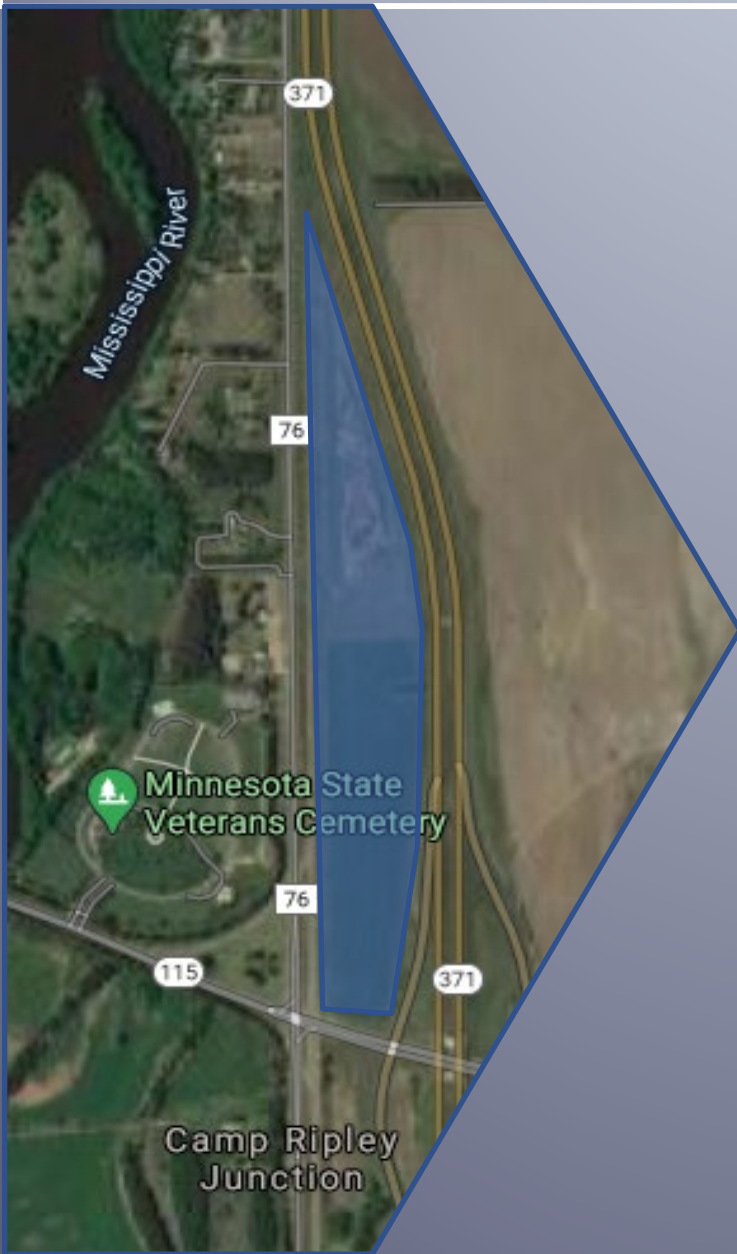
- Rail Spurs
- Access Control Point
- Tactical Airstrip Upgrade
- Fiber Loop (Downrange)
- Area 5 (BN HQ/Dining Facility/ Supply Building)
- Pistol Range Upgrades
- Numerous Building Renovations



Museum Update

MN Legislature approved \$30M to build a new Minnesota Military and Veterans Museum

- Currently in design
- Located between Veterans Cemetery & Hwy 371





2024 Scheduled Training

JUN – 12,000 Military (**Artillery**, Weapons Qual)
1,500 Civilian

JUL – 13,500 Military (**xCTC, 2/34 IBCT, Aviation**)
3,000 Civilian (Youth Camp)

AUG – 12,500 Military (Weapons Qual)
1,500 Civilian

SEP – 9,500 Military (Weapons Qual)
3,000 Civilian (Snowplow Training)

OCT – 8,000 Military (Weapon Qual)
2,500 Civilian (Snowplow Training)





Camp Ripley State Partners



MN DNR

- Offices on Post
- Academy conducted
- Annual training events

MN State Patrol

- Offices on Post
- Academy conducted
- Annual training events

HSEM

- Offices on Post
- Multi-agency training events conducted

MN DOT

- Annual driver training events



Soldier & Family Programs



Military and Family Life Counseling
Mr. John V. Reinert
571.921.5424
John.v.reinert@leidos.com



Soldier & Family Readiness
Mr. Troy Gjerde
320.616.3119
Troy.t.gjerde.civ@army.mil

Beyond the Yellow Ribbon
Mrs. Stefanie Hurt
320.616.6192
Stefanie.hurt@state.mn.us





Community Outreach

- Camp Ripley Open House (September 2025)
- Environmental Field Tours, Festivals and Presentations
- National Public Lands Day, Earth Day
- Planting for the Future
- Outreach to Tribal Communities
- Morrison County Water Festival
- Memorial and Veterans Day Speeches
- Christmas Gift Tags (100 tags)
- Food Drives (605lbs)
- **Blood Drives (4733 units/pint)**
- Job Shadow Program
- Archery Hunt
- Disabled American Veterans & Soldier Hunts
- Trolling for the Troops Fishing Event
- Central Minnesota Search and Rescue
- www.mnvetsoutdoors.org





Environmental Program

“Managing Today’s Resources for Tomorrow’s Mission”

Responsibilities

- Wildlife
- Fisheries
- Forestry
- Protected Species
- Cultural Resources
- Pest Management
- Wetlands
- Noise
- Wild Land Fire
- Outreach & Recreation
- ITAM (Land Rehabilitation)
- GIS

Environment oversight from over 15 Agencies organizations and regulations to include: EPA, USFWS, MPCA, MNDNR, Presidential and Governor Orders, DoD, HQDA, ARNG, DoD, HQDA, ARNG I&E, MNNG, AR-2001, JFMN 200-1





Environmental Partnerships



- Minnesota Department of Natural Resources
- Minnesota Board of Water and Soil Resources
- Central Lakes College
- St. Cloud State University
- U.S. Fish and Wildlife Service
- The Nature Conservancy
- Local School Districts
- Community Interest Groups



Prescribed Burns

When: Approximately March-June
14,763 planned acres for 2024

Why we conduct burns:

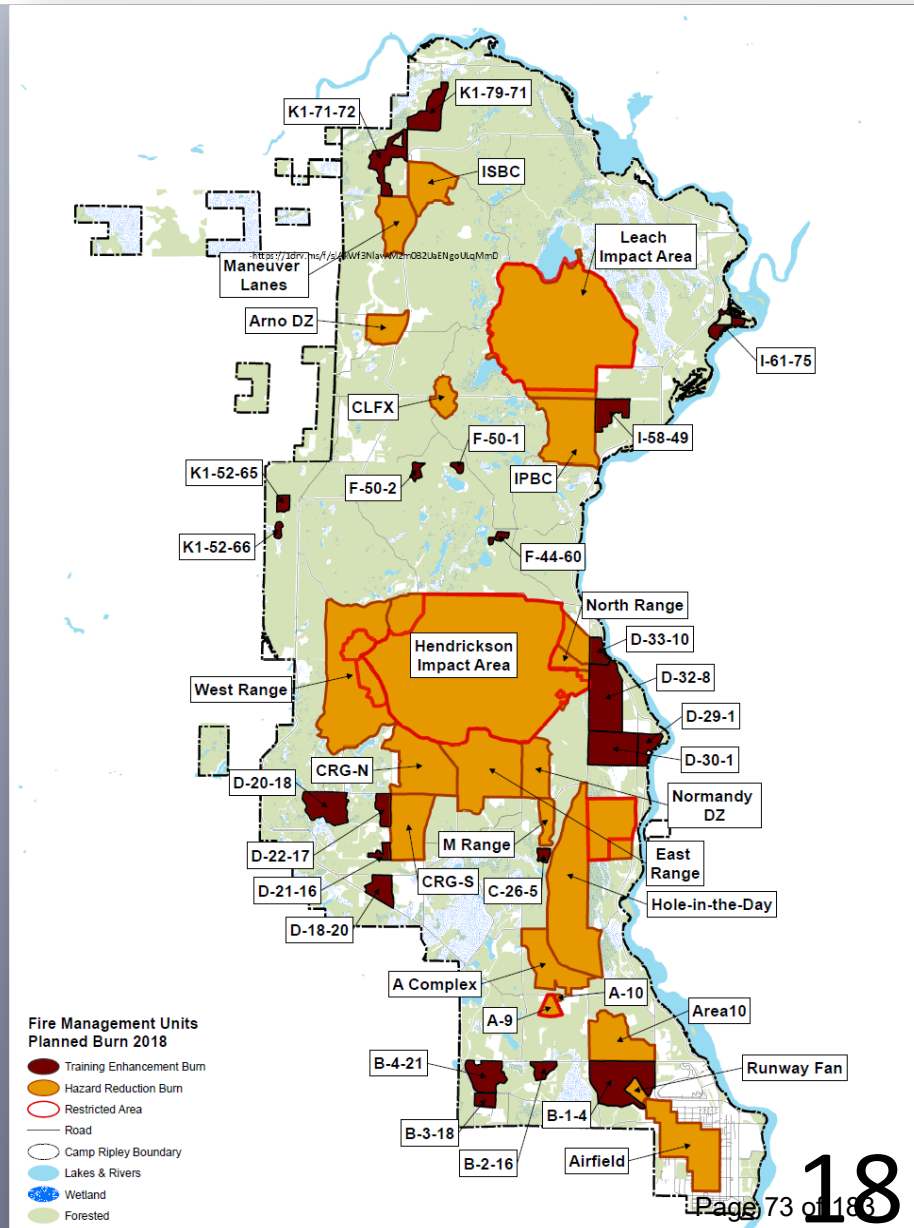
- To create a safe training environment for Soldiers and protect surrounding communities
- Mitigates the risk of fires starting during range firing
- Improve and enhance native fire dependent plant communities

Considerations taken before burns:

- Wind Speed/direction
- Temperature
- Relative Humidity
- Fuel/moisture content
- Training area occupancy

Those involved:

- Camp Ripley's Fire and Emergency Services
- Camp Ripley's Dept. of Public Works
- Camp Ripley's Environmental Team





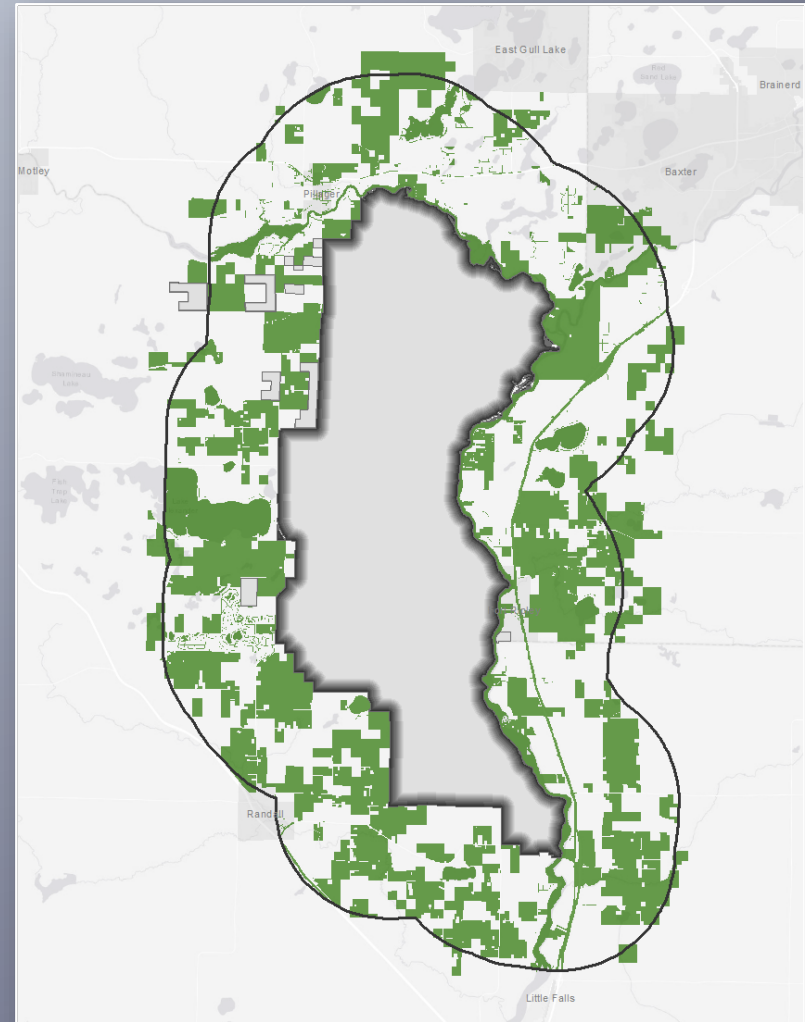
Army Compatible Use Buffer

Conservation Easements and Acquisitions

- ☐ 37,831 acres enrolled
- ☐ Willing Landowners Only
- ☐ Maintaining Rural Landscape
- ☐ Protecting Habitat
- ☐ Protecting Agriculture
- ☐ Eliminating Training Restrictions

Land Management and Restoration

- ☐ Improve Agricultural Operations
- ☐ Manage and Improve Habitats
- ☐ Building Resiliency





Unexploded Ordnance (UXO)

- (UXO) are military munitions that failed to function properly upon use
- Do not go near, touch, move or disturb a munition or suspect munition
- Carefully, leave the area, the same way you entered it
- Document your location with GPS if available

Reporting

- Off Camp Ripley - DIAL 911
- On Camp Ripley
Range Operations (320) 616-3137
Public Safety (320) 632-7375



- Recognize** - when you may have encountered a munition and that munitions are dangerous.
- Retreat** - do not approach, touch, move or disturb it, but carefully leave the area.
- Report** - call 911 and advise the police of what you saw and where you saw it.



Questions?



Follow up questions?

Please follow our social media or call 320-616-2699





City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Discuss Change Order Requests - Imp 21-15 Buffalo Hills Gully Remediation

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 10 Minutes

SUMMARY OF ISSUE: Attached to this item are 4 Change Order requests from Tom's Backhoe in regard to Improvement 21-15 - Buffalo Hills Gully Remediation. Staff has prepared a memo summarizing the discussion regarding the 4 Change Order requests, including staff recommendations.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: See attached memo for staff summary of the requests and financial impacts.

RECOMMENDED ACTION/MOTION: Staff recommends the following:

1. Approve payment of 8 feet of arch pipe at the bid cost of 48" pipe at \$290 per foot.
2. Approve Change Order Request #2 as presented.
3. Approve Change Order Request #3 as presented.
4. Deny Change Order Request #4 as requested by the Contractor

FINANCIAL IMPACT: Dependent on Council action.



MEMO

TO: BRAINERD CITY COUNCIL

FROM: CITY ENGINEER/PUBLIC WORKS DIRECTOR JESSIE DEHN

DATE: APRIL 1, 2024

SUBJECT: IMPROVEMENT 21-15 – BUFFALO HILLS GULLY – CHANGE ORDER REQUESTS

Tom's Backhoe has submitted four requests for Change Orders on Improvement 21-15 – Buffalo Hills Gully Remediation project. City staff has been in communication with SEH, as the hired project representatives on-site, and Tom's Backhoe regarding the details of the Change Order requests. Tom's Backhoe included the City Council in correspondence between City staff and the Contractor regarding these requests. To address some of the comments included in the letter sent to the City, see staff's responses below:

- City staff has not told Tom's Backhoe that Change Orders will be paid on either Pay Request #1 or #2. We are aware all Change Orders must be approved by City Council before they are paid and Tom's Backhoe is also aware of this requirement as he has worked on City projects previously.
- City staff has been on-site during construction, including face-to-face conversations with Contractor personnel. SEH, as the City's authorized representative, has been on-site regularly throughout the construction process to date.
- City staff has thoroughly reviewed the plans and approved them as drawn before bidding. Change Orders are utilized as a tool to address unforeseen circumstances or issues brought forth during construction that need to be addressed before the project can be completed. To keep a level of fairness in the bidding process, all Contractors are to bid projects as drawn and specified, without an assumption of the necessity of Change Orders. Staff considers this closely when reviewing bids to determine if bidders are responsibly pricing items to ensure that the bid costs are sufficient to construct the scope of work as presented.

City staff and SEH have carefully reviewed the Change Order requests and have repeatedly requested additional information and justification for the items and pricing included in the proposals. Below is a summary of each Change Order and staff's review and recommendation of each.

Change Order Request #1 – The plans are clear that the Contractor is to protect Bruce Thompson's retaining wall. Tom's Backhoe requested the ability to install a section of arch pipe at the south end adjacent to the retaining wall to make the connection more efficiently. City staff agreed that this would help the Contractor perform more efficiently and was acceptable to this installation. After reviewing the pricing for the materials and installation, staff disagrees

Jessie Dehn, P.E.
City Engineer/Public Works Director
City of Brainerd, MN

that the effort required to install this section of pipe was higher than other sections of round pipe included in the plan. This end required more effort to remove the existing apron. This effort is paid for separately in the project. Pricing for connecting to the adjacent pipe is included in the per foot cost of pipe. Staff has confirmed with SEH that, not considering the effort to remove the existing apron, the time and effort to install this section of pipe was not significantly greater than others. Considering that the invoice cost for this section was cheaper than the other 48" round pipe, staff would recommend that the City compensate per the bid item cost for 48" round storm pipe (8 LF @ \$290/LF = \$2,320) and that the Contractor be compensated for apron removal as already paid in Pay Request #1.

Change Order Request #2 – SEH and Contractor staff had discussions on-site about how to address the concrete debris. There was confusion on the resolution of that conversation. However, staff understands that additional effort is required to haul away and dispose of this material. Staff recommends that this Change Order be approved as presented.

Change Order Request #3 – Tom's Backhoe made no effort to contact City staff or SEH to discuss this change to the planned erosion control practices on the project. SEH was made aware of the installation when construction resumed following the holiday. Staff is of the opinion that the Contractor had good intentions that the work was done to prevent erosion from leaving the construction site. However, it is poor practice to perform unauthorized work without contacting the Engineer and request a Change Order significantly higher than what was included in the bid for erosion control. As the BMP is effective and the \$200 per cubic yard cost matches the bid cost for riprap, staff would recommend that the Change Order be approved as presented. Staff has reminded the Contractor about proper practice and procedure regarding work not included in the scope of work.

Change Order Request #4 – The Change Order request includes a request for compensation for excavation to fill the bottom of the channel for access to the south end of the project. Staff is of the opinion that the Contractor's means and methods for the manner and direction in which they are constructing the project are the reason for the excavation to allow access for equipment and should have been included in the bid prices for the project. We disagree with the assertion that the bottom of the gully has significantly changed between the design and bidding of the project and SEH has done some survey work to check this assertion. The Contractor has not provided any evidence to the contrary. Staff has been clear that the City will compensate the Contractor for fill (embankment) material needed to be brought on-site to fill in the gully and prepare grade for the pipe.

In regard to the remaining quantity of embankment being insufficient to complete the work, City staff agrees and shares this concern. We differ on the opinion of the potential quantity needed. However, the project is still only partially completed and the Contractor has not exhausted half of the quantity of material included in the project. Staff is of the opinion that a change in quantity of embankment needed at this time is premature and should be evaluated later as the project progresses and a more accurate amount of needed material can be determined.

Considering the statements above regarding the excavation and embankment requests, staff recommends this Change Order is not approved. Staff would continue the project under the understanding with the Contractor that embankment material needed for the project beyond the amount in the contract will be discussed at that time.

Funding – The City has received Clean Water Act grant funding for this project. Of the total \$975,000 received, \$905,000 is available to the City for construction. The grant does require a 25% match, which can be engineering services. The contract for HR Green for the design was \$125,000 (\$124,998.72 was expended). The contract for SEH

Jessie Dehn, P.E.
City Engineer/Public Works Director
City of Brainerd, MN

was originally for \$64,130, however it is likely more hours will be needed for on-site construction administration before the project is complete. The total engineering would be approximately \$190,000, not including any potential additional hours needed for SEH beyond what is in the current agreement.

The original bid for Tom's Backhoe was for \$870,113.10. The Change Order requests from Tom's Backhoe total \$33,888, which would amend the total contract to \$904,001.10. Staff's recommendations for Change Orders total \$6,520, which amends the total contract amount to \$876,633.10. Neither of these costs include the potential overrun of embankment material as mentioned in this memo. Any costs required to meet the 25% match requirement would be proposed to be funded using the Storm Water fund.



Tom's Backhoe Service, Inc.

323 Woodland Hills Ln
Brainerd, MN 56401

Invoice

Date	Invoice #
1/10/2024	7460

Bill To
City of Brainerd - Buffalo Hills Gully Brainerd, MN 56401

Terms	Due Date	Project	Other
Net 30	2/9/2024		

Date	Description	Amount
12/20/2023	CHANGE ORDER - EXTRA TO CONTRACT City of Brainerd - Buffalo Hills Gully Project Order and install 26 inch x 44 inch span arch pipe @ \$600.00 per ft. x8 ft. Plan showed clearance to retaining wall of Manhole. Needed to add 8 ft.pipe to clear.	4,800.00

1.5% Interest Charge after 30 days	Subtotal	\$4,800.00
	Total	\$4,800.00
	Payments/Credits	\$0.00
	Balance Due	\$4,800.00

Phone #	Fax #
2188284232	218-829-3746



Tom's Backhoe Service, Inc.

323 Woodland Hills Ln
Brainerd, MN 56401

Invoice

Date	Invoice #
1/10/2024	7461

Bill To
City of Brainerd - Buffalo Hills Gully Brainerd, MN 56401

Terms	Due Date	Project	Other
Net 30	2/9/2024		

Date	Description	Amount
12/18/2023	CHANGE ORDER - EXTRA TO CONTRACT City of Brainerd - Buffalo Hills Gully Project Dig out and Haul away concrete debris between Manhole #20 and #18, 6 yds @ \$200.00 per yd.	1,200.00

1.5% Interest Charge after 30 days

Subtotal \$1,200.00

Total \$1,200.00

Payments/Credits \$0.00

Balance Due \$1,200.00

Phone #	Fax #
2188284232	218-829-3746



Tom's Backhoe Service, Inc.

323 Woodland Hills Ln
Brainerd, MN 56401

Invoice

Date	Invoice #
1/10/2024	7463

Bill To
City of Brainerd - Buffalo Hills Gully Brainerd, MN 56401

Terms	Due Date	Project	Other
Net 30	2/9/2024		

Date	Description	Amount
12/22/2023	CHANGE ORDER - EXTRA TO CONTRACT City of Brainerd - Buffalo Hills Gully Project Install Rip Rap Sediment control wall at lower end of project, 15 yds Rip Rap @ \$200.00 per yd.	3,000.00
1.5% Interest Charge after 30 days		Subtotal \$3,000.00

Total	\$3,000.00
Payments/Credits	\$0.00
Balance Due	\$3,000.00

Phone #	Fax #
2188284232	218-829-3746



Tom's Backhoe Service, Inc.

323 Woodland Hills Ln
Brainerd, MN 56401

Invoice

Date	Invoice #
1/10/2024	7462

Bill To
City of Brainerd - Buffalo Hills Gully Brainerd, MN 56401

Terms	Due Date	Project	Other
Net 30	2/9/2024		

Date	Description	Amount
	CHANGE ORDER - EXTRA TO CONTRACT - City of Brainerd - Buffalo Hills Gully Project Page 1 of 2 , Due to and because of an Aerial Topo, the plan was not accurate at all, another factor was it was 3 years old, 4 ft to 6 ft Gully washouts had changed the original design. Thousands of yards of dirt from the banks and bottom of the drainage way have been washed down stream. Much additional work was needed to bring erosion of the drainage way back to grade. Also not on the plan was 20 yds of rip rap having to be removed between manhole #19 & #20, that area has 9 to 11 ft. of fill under the structures and piping. Tom's Backhoe Service had to move back upstream and from the sides to get the fill needed to bring the drainage way to above grade to set the pipe and Manhole structures for the length of the project and according to the plan detail it was needing to be moved.	

1.5% Interest Charge after 30 days

Subtotal**Total****Payments/Credits****Balance Due**

Phone #	Fax #
2188284232	218-829-3746



Tom's Backhoe Service, Inc.

323 Woodland Hills Ln

Brainerd, MN 56401

Invoice

Date	Invoice #
1/10/2024	7462

Bill To
City of Brainerd - Buffalo Hills Gully Brainerd, MN 56401

Terms	Due Date	Project	Other
Net 30	2/9/2024		

Date	Description	Amount
	Page 2 of 2 , Correct and fill in drainage way not on plan with existing sand , 1200 ft. x 10 ft. x 3.5 ft., 1,555.5 yds. @ \$16.00 per yd	24,888.00

1.5% Interest Charge after 30 days

Subtotal \$24,888.00

Total \$24,888.00

Payments/Credits \$0.00

Balance Due \$24,888.00

Phone #	Fax #
2188284232	218-829-3746



3-4-24

RE: Response to Jesse Dehn's email letter dated 2/29/24 in response to City of Brainerd - Buffalo Hills Gully Project Change Orders

Change Order #1 – Wage scale projects 40% higher for labor than non-scale projects,

Cost of Arch Pipe, One @ \$1,395.48 with tax, Freight for delivery of pipe, 7 hrs. @ \$150.00 per hr. = \$1,050.00, Installation of Pipe. \$2,355.00 (Rinker Concrete invoice attached) it takes 3 times as long to set one pipe instead of a string of pipes for example, setting up, shooting grade etc.

Change Order #2 – The discussion was with Tom Thompson, not Terrell Thompson, that was clarified now by a discussion with Troy from SEH, the Inspector., I was told I had to do a change order for this because I could not leave it on site and bury it as I had found it. There was no agreement with Tom Thompson made on site for free Debris removal. This change Order Stands as submitted.

Change Order #3 – In an emergency situation which happened December 26th thru 28th with 3.5 plus inches of rain on frozen ground the decision was made by the Erosion Control Supervisor that the design for the BMP (Best Management Practices) was not adequate. We were on site as this event started on a Holiday to protect the sediment from leaving the jobsite. Who do I call on a Holiday to get all these answers. There is no after hours number in the spec. A decision was made to install this riprap wall as the design in the plans was not even close to handling this type of event. Tom's Backhoe was protecting the City's interest and Tom's Backhoe's interest on this project. If this change order is denied, we will remove this riprap wall. I have been in contact with MPCA and Crow Wing County Environmental Services about the Sediment that previously to this project ran into Buffalo Creek and then the Mississippi River. There are hundreds to thousands of yards of sediment from the Gully that are running into the Mississippi every rain event and currently. The City Engineer has been aware of this for how long before this project started and had has done nothing to stop the sediment flowing into the river and has currently not responding to my concern on this as in my last letter of responses.

Change Order #4 – The City Engineer prior to the project was bid was told of the Topo being off by 3 to 8 feet and the existing span Arch Pipe being too short to be where the first Manhole was on the plans. I was told to bid on it as per the plans. At the pre -con these issues were discussed. I asked

for a new Topo of the project because of my concerns and I was told “No”. I was told we; the city will pay you quantity prices. The problem is there is no quantity price for the gully’s bottom or side slopes bid on the plan. A GPS was not done on this. The plans show no chart for calculation on any part of the gully project except in the outfall area beyond the gully, this is why there is a change order for extra common excavation not shown on the plans as per it was much more difficult to do.

My quantities can be quantified by the amount of extra common embankment that will be needed to complete the project at the current rate using up 40% of the bid quantities and completing 20% of the job. I was told by SEH; I was to go 10 feet wide flat and 4 to 1 and match into existing with the exception of a couple of washout areas. None of the rest of the slopes are to be stabilized or made safe. I am sure the City Engineer didn’t review these plans before they were put out for bid, otherwise I would assume he was going to stick it to the Contractor who was low bid.

No one from the City of Brainerd told me or put in writing the change orders were being denied until pay application 2 was sent to me at the last minute to be signed. I was told by James after they were not on the first pay application they would be on the 2nd; no explanations were given until I had to request an explanation.

The design on the storm sewer is adequate, the design on the rest of the plans is one of the poorest I have ever seen. I asked for in writing an answer to my concerns about this project, as you can see, I have not gotten any clear responses twice. Another concern is now the stability of the existing banks of the existing gully side slopes, they are unsafe and too steep to grow vegetation on these slopes. It is also a concern for some of the houses on the gully having the slopes not stabilized or in the future or parts of these houses may cave into the gully.

I have not seen the Engineer or Assistant on site since the project was started, hopefully my concerns in my previous letter and this one can be answered amicably. I plan on restarting pipe installation in the last week of March and hopefully have answers by then.

Sincerely,



Tom Thompson

Tom’s Backhoe Service, inc.

INVOICE

Page No. 1 of 2

INVOICE NO.

28332218



RINKER MATERIALS
P.O. BOX 936217
ATLANTA, GA 31193-6217

B I L L T O	794046 TOM'S BACKHOE SERVICE 323 WOODLAND HILLS LN SW BRAINERD MN 56401	S H I P T O	888195 BRAINERD, MN - BUFFALO HILLS GULLY STORM 323 WOODLAND HILLS LN CALL WHEN ON THE WAY TOM (218)820-7478 BRAINERD MN 56401
--------------------	--	--------------------	---

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
Signed Quote - 6323412PM1	12/11/23		01/11/24	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
12/12/23	.	Net 30	

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
5			23807880	10483551000008	48x8.0 CL3 RCP P4 C PRO#:6323412PM1 SB#:00747005 SC#: PI48in RCP	1407.840	EA	7,039.20
5			23807880	90170480000000	Gasket P4 48 inch PRO#:6323412PM1 SB#:00747005 SC#: PI48in RCP	.000	EA	.00
5			23807884	10483551000008	48x8.0 CL3 RCP P4 C PRO#:6323412PM1 SB#:00747005 SC#: PI48in RCP	1407.840	EA	7,039.20
5			23807884	90170480000000	Gasket P4 48 inch PRO#:6323412PM1 SB#:00747005 SC#: PI48in RCP	.000	EA	.00
5			23807894	10483551000008	48x8.0 CL3 RCP P4 C PRO#:6323412PM1 SB#:00747005 SC#: PI48in RCP	1407.840	EA	7,039.20
5			23807894	90170480000000	Gasket P4 48 inch PRO#:6323412PM1 SB#:00747005	.000	EA	.00

Continued On Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6295	RINKER MATERIALS - ELK RIVER 1340 6TH ST NW ELK RIVER MN 55330 Tel: (763)694-3250 Fax: (000)000-0000	SUB-TOTAL ►	34,967.52
		TAX ►	2,753.69
		INVOICE TOTAL ►	37,721.21
		USD DOLLARS	PLEASE PAY FROM THIS INVOICE



INVOICE

Page No. 2 of 2

INVOICE NO.
28332218

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
5			23807904	10483551000008	SC#: PI48in RCP 48x8.0 CL3 RCP P4 C PRO#:6323412PM1 SB#:00747005	1407.840	EA	7,039.20
5			23807904	90170480000000	SC#: PI48in RCP Gasket P4 48 inch PRO#:6323412PM1 SB#:00747005	.000	EA	.00
2			23817878	41044800000008	SC#: PI48in RCP 44X8.0 CL4/4A ARCH PRO#:6323412PM1 SB#:00747005	1293.600	EA	2,587.20
3			23817878	10483551000008	SC#: ADDED 48x8.0 CL3 RCP P4 C PRO#:6323412PM1 SB#:00747005	1407.840	EA	4,223.52
3			23817878	90170480000000	SC#: PI48in RCP Gasket P4 48 inch PRO#:6323412PM1 SB#:00747005	.000	EA	.00

Tom Thompson

From: Jessie Dehn <jdehn@ci.brainerd.mn.us>
Sent: Thursday, February 29, 2024 1:30 PM
To: Kathy Thompson
Cc: Tom Thompson; Jeff Evens; James Fladung
Subject: RE: Change Order Responses and concerns

Kathy,

Good afternoon. The Change Orders were not included in Pay Application #1 as all change orders are required to be approved by City Council before payment for those items can be issued. Staff and SEH, as stated in previous correspondence, has concerns regarding these Change Orders before staff is prepared to present these to Council for review. Below is our response to the letter provided.

Change Order #1 (Arch Pipe): We require further justification on the pricing for the arch pipe. "Stands as submitted" is not sufficient. Considering the cost for similar pipe and knowing supplier cost is based on weight, need further justification to show why the arch pipe is considerably different than the round pipe per bid.

Change Order #2 (Concrete Debris): Resolved based on discussions on site.

Change Order #3 (Riprap BMP): Scope of work cannot be changed without direction or discussion with the Engineer on the project. This change was not discussed with either SEH or City staff prior to installation. As the erosion control BMP's were not installed per plan, it is difficult to discern that they were inadequate and that a change was required. Again, this would have been something that was needed to be discussed between Contractor and Engineer prior to changes. We are prepared to pay for the cost of the erosion control that was in the plans. However, as this was an unapproved scope change and unauthorized work, need further justification why the City would be responsible for costs above what was included for erosion control in the bid.

Change Order #4 (Common Ex): James' comments are reflective of the stance on this. The statements in this letter in regard to the survey data used to develop the plans should be considered moot. Unless someone can provide data to the contrary, the existing grade in the plans cannot be simply estimated as off by several feet by a site visit alone. Thus, why the direction during the bidding process was to bid the project as shown in the plans, as well as the direction provided in the pre-construction meeting as well. The plans account for the amount of material needed to prepare grade for the storm sewer pipe and provide the appropriate envelope as shown in the detail. The plans show that the gully narrowed down at the bottom, which would not accommodate for equipment to traverse from where the access road was built in the north to the south and build the project from the south to the north. The means and methods used were to fill in the gully to allow for the equipment and build from south to north. The need to re-excavate material placed for equipment to access the area to allow for grading for pipe is a result of the means and methods of the project and should have been included in the bid price for the excavation. As stated in CO #3 above, this does not constitute a scope change directed by City/SEH, justifying additional quantity or payment to address Contractor means and methods. Unless further justification is provided, the City's stance on this is that there is additional quantity of material remaining in the plans to address the remaining embankment material required and is likely premature to be discussing change of pricing at this time.

As for the other items requesting direction on, the concern from the Contractor should be items related to the work and scope included in the plans. The discussion on Bruce Thompson's gazebo concerns me. On a phone call conversation with Tom on January 23rd, it was stated that Bruce Thompson was claiming that the gazebo had settled due to construction and Tom was "less than pleasant" with Bruce Thompson regarding the claim and that there was no merit to it. Your letter implies that his claim is now City-inaction for 8 years. I'm concerned regarding

what is true and not true regarding this matter because I have conflicting statements from you on this. Ultimately, Bruce Thompson is the one that needs to bring a claim of damage and justify the cause.

Once further requested documentation or justification is provided, City staff and SEH will review the Change Order requests. Thank you.



Jessie Dehn, P.E.

City Engineer/Public Works Director

City of Brainerd

501 Laurel Street, Brainerd, MN 56401

Phone (218) 454-3411 | **Mobile** (218) 513-0172

Web www.ci.brainerd.mn.us | **Email** jdehn@ci.brainerd.mn.us

f in

From: Kathy Thompson <kathy@tomsbackhoe.net>

Sent: Friday, February 23, 2024 1:10 PM

To: James Fladung <jfladung@ci.brainerd.mn.us>; Jessie Dehn <jdehn@ci.brainerd.mn.us>

Cc: Tom Thompson <tom@tomsbackhoe.net>

Subject: Change Order Reponses and concerns

Some people who received this message don't often get email from kathy@tomsbackhoe.net. [Learn why this is important](#)

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

James,

Please see attached more in depth responses to change orders per Tom Thompson, looking for prompt written response.

Thank you,

Kathy Thompson
CFO

323 Woodland Hills Lane
Brainerd, MN 56401

Office: 218-828-4232

Direct: 218-821-1784

Kathy@Tomsbackhoe.net





City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Approve Testing Proposals for Imp 22-08 - South Brainerd Reconstruction Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, Public Works Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Attached to this request is a proposal from Braun Intertec and ITT for testing services on Improvement 22-08 – South Brainerd Reconstruction.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The testing services proposals for this work are from Braun Intertec and ITT (Independent Testing Technologies). Braun Intertec's proposal totals an estimated \$28,944 and ITT's proposal totals an estimated \$11,100. There is a significant price difference between the two proposals presented, mostly due to the number of tests included in the proposal. When comparing unit costs and quantities to try and find a more "apples-to-apples" comparison of the two, ITT appears to be the lower cost proposal.

RECOMMENDED ACTION/MOTION: Staff recommends authorizing the quote with ITT in the total estimated amount of \$11,100.

FINANCIAL IMPACT: Estimated \$11,100



March 15, 2024

Mr. James J. Fladung
Assistant City Engineer
501 Laurel Street
Brainerd, MN 56401

E-Mail: jfladung@ci.brainerd.mn.us

RE: **ITT Proposal #03-12**
South Brainerd Reconstruction
Brainerd, Minnesota

Dear Mr. Fladung,

We are pleased to submit this proposal to provide the construction materials testing for the above referenced project in Brainerd, Minnesota. We will provide, on an on-call basis, certified and experienced field and laboratory consultants to conduct the necessary testing services for the project as detailed on the attached cost estimate.

Based on our estimated quantities and scope of service, the cost for testing services will be **\$11,100.00**. Please note that if all the tests we have estimated are not conducted, you will only be billed for the tests performed.

Mr. Fladung, we would be pleased to work with you on this project. If you have any questions about our company or the scope of services we offer, please feel free to contact me. I look forward to hearing from you.

Sincerely,

Tyler T. Burkes, EIT
Construction Materials Division Manager / Estimator

Independent Testing Technologies, Inc.
337 31st Avenue South
Waite Park, MN 56387
Phone: 320-253-4338

March 15, 2024
Proposal #03-12

Client: **City of Brainerd – James J. Fladung**

Project: **South Brainerd Reconstruction**
 Brainerd, Minnesota

Cost Estimate:

<u>Description</u>		<u>Qty.</u>	<u>Unit Rate</u>	<u>Extension</u>
	<u>Project Scope</u>			
Project Management, hourly		2	\$ 100.00	\$ 200.00
On-Site Technician Time, hourly		10	\$ 105.00	\$ 1,050.00
Gradations – Aggregate Base, each		1	\$ 100.00	\$ 100.00
Concrete (Air, Slump, Casting, Curing, Compression of Cylinders), per set of 3		20	\$ 200.00	\$ 4,000.00
Trip Charges (Travel Time & Mileage), each		25	\$ 230.00	\$ 5,750.00
TOTAL:				\$11,100.00

Submitted By:
Tyler T. Burkes, EIT
tylerb@ittmn.com

March 25, 2024

Proposal QTB193214

Mr. James Fladung
City of Brainerd
501 Laurel St.
Brainerd, MN 56401

Re: Proposal for Construction Materials Testing Services
South Brainerd Reconstruction
Improvement Project 22-08
Brainerd, Minnesota

Dear Mr. Fladung:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for Improvement Project 22-08, South Brainerd Reconstruction, in Brainerd, Minnesota.

Our Understanding of Project

This project will consist of improvements to segments of 7th St. South, 8th St. South, Tamarac St., Sycamore St., Rosewood St., Vine St., Todd St., Paul St., Paul Circle, and Madison St. This project will include pavement subgrade preparation, aggregate base placement, new concrete curb and gutter, sidewalk, and driveways along with a new bituminous pavement. Improvements to the sanitary sewer, storm sewer, and water main utilities will also be part of this project.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by the City of Brainerd, dated November 17, 2023.
- Discussions with you, Mr. James Fladung, with the City of Brainerd, regarding scope of services.

To our knowledge, no geotechnical report was prepared for this project.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Sample and test aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.

Concrete Related Services

- Sample and test fresh concrete associated with pavement and/or curb-and-gutter for compliance with the project documents and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Soils will be compacted with the Quality Compaction method.
- 31 sets of concrete tests will be required to complete the project.
- Your full-time on-site construction observer will observe the test rolling for this project.
- The project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.

- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$28,944**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Keith Kluempke at 320.980.3181 (kkluempke@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Keith J. Kluempke
Project Manager



Thomas L. Henkemeyer
Senior Project Manager



Steven A. Thayer, PE
Business Unit Manager, Senior Engineer

Attachments:

Cost Estimate Table

General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB193214

Improvement Project 22-08, South Brainerd Reconstruction

Client:

City of Brainerd
James Fladung
501 Laurel St
Brainerd, MN 56401
218.826.2307

Work Site Address:

South 7th Street
South 8th Street
Madison Street
Paul Circle
Paul Street
Rosewood Street
Sycamore Street
Tamarac Street
Todd Street
Vine Street
Brainerd, MN

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$553.00
209	Sample pick-up	3.00	Hour	94.00	\$282.00
1162	Sieve Analysis with 200 wash, per sample	1.00	Each	156.00	\$156.00
1861	CMT Trip Charge	1.00	Each	115.00	\$115.00
Activity 1.2	Concrete Testing				\$25,107.00
261	Concrete Testing	124.00	Hour	94.00	\$11,656.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	9.00	Trips	4.00	36.00
	Curb & Gutter	10.00	Trips	4.00	40.00
	Driveway Aprons	9.00	Trips	4.00	36.00
	Valley Gutter	3.00	Trips	4.00	12.00
278	Concrete Cylinder Pick up	48.00	Hour	94.00	\$4,512.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	16.00	Trips	3.00	48.00
1364	Compressive strength of concrete cylinders, per specimen	93.00	Each	38.00	\$3,534.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	9.00	Set	3.00	27.00
	Curb & Gutter	10.00	Set	3.00	30.00
	Valley Gutter	3.00	Set	3.00	9.00
	Driveway Aprons	9.00	Set	3.00	27.00
1861	CMT Trip Charge	47.00	Each	115.00	\$5,405.00
Activity 1.3	Project Management				\$3,284.00
226	Project Manager	13.00	Hour	186.00	\$2,418.00
228	Senior Project Manager	1.00	Hour	208.00	\$208.00
238	Project Assistant	7.00	Hour	94.00	\$658.00
Phase 1 Total:					\$28,944.00

Proposal Total: \$28,944.00

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Approve Sexual Assault Services Placement of Awareness Ribbons Downtown

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director **DEPARTMENT:** Public Works

PRESENTER: Jessie Dehn, Public Works Director **ESTIMATED TIME (MIN):** 2 Minutes

SUMMARY OF ISSUE: Staff is requesting approval to allow for Sexual Assault Services, Inc. to place awareness ribbons on light poles in the downtown Brainerd area for Sexual Assault Awareness Month (April).

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Sexual Assault Services, Inc. has previously placed awareness ribbons on light poles in the downtown Brainerd area as part of Sexual Assault Awareness Month in April. Their staff is requesting authorization to place them again downtown in April 2024, with chloroplast signs and zip ties. Their staff would remove them at the end of April.

RECOMMENDED ACTION/MOTION: Staff recommends approval of Sexual Assault Services, Inc. to place awareness ribbons on light poles in the downtown Brainerd area.

FINANCIAL IMPACT: N/A



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Discuss Private Road Access between B Street NE and C Street NE

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Jessie Dehn, Public Works Director

DEPARTMENT: Public Works

PRESENTER: Jessie Dehn, Public Works Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: The segment of 6th Avenue NE between B Street NE and C Street NE was vacated and turned over as private access in 1965. This block is adjacent to and east of Cash Wise Liquor, Dairy Queen, and others. During discussions between City PMT and MnDOT, it was agreed to extend a leg of the new west roundabout to the north and connect north to this segment of private access. Typically, MnDOT does not allow private access directly into roundabouts.

Some maps of the proposed project improvements are attached to this item. With the new connection to the north, many of the northeast Brainerd residents will likely access TH 210 and TH 25 using this new leg. This will make the vacated block of 6th Avenue function less as a private access to the mall property and function more as a public street.

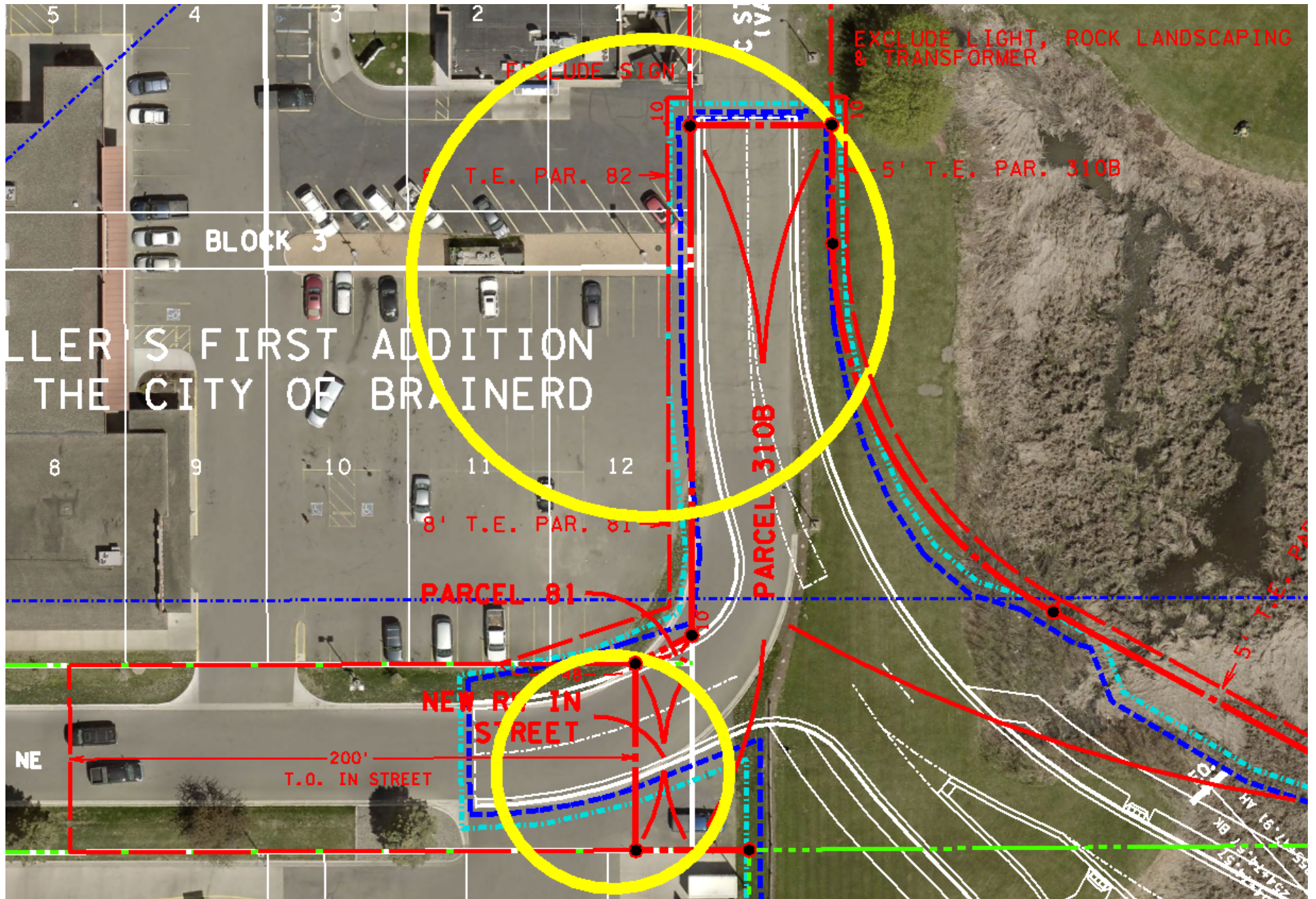
ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: As the road is privately owned, staff would request direction from the Council on two items. First, is the Council interested in maintaining the vacated block of 6th Avenue NE as a public street? Second, if so, would the Council authorize staff to approach the mall property owner in regard to that interest in returning the street as public right-of-way?

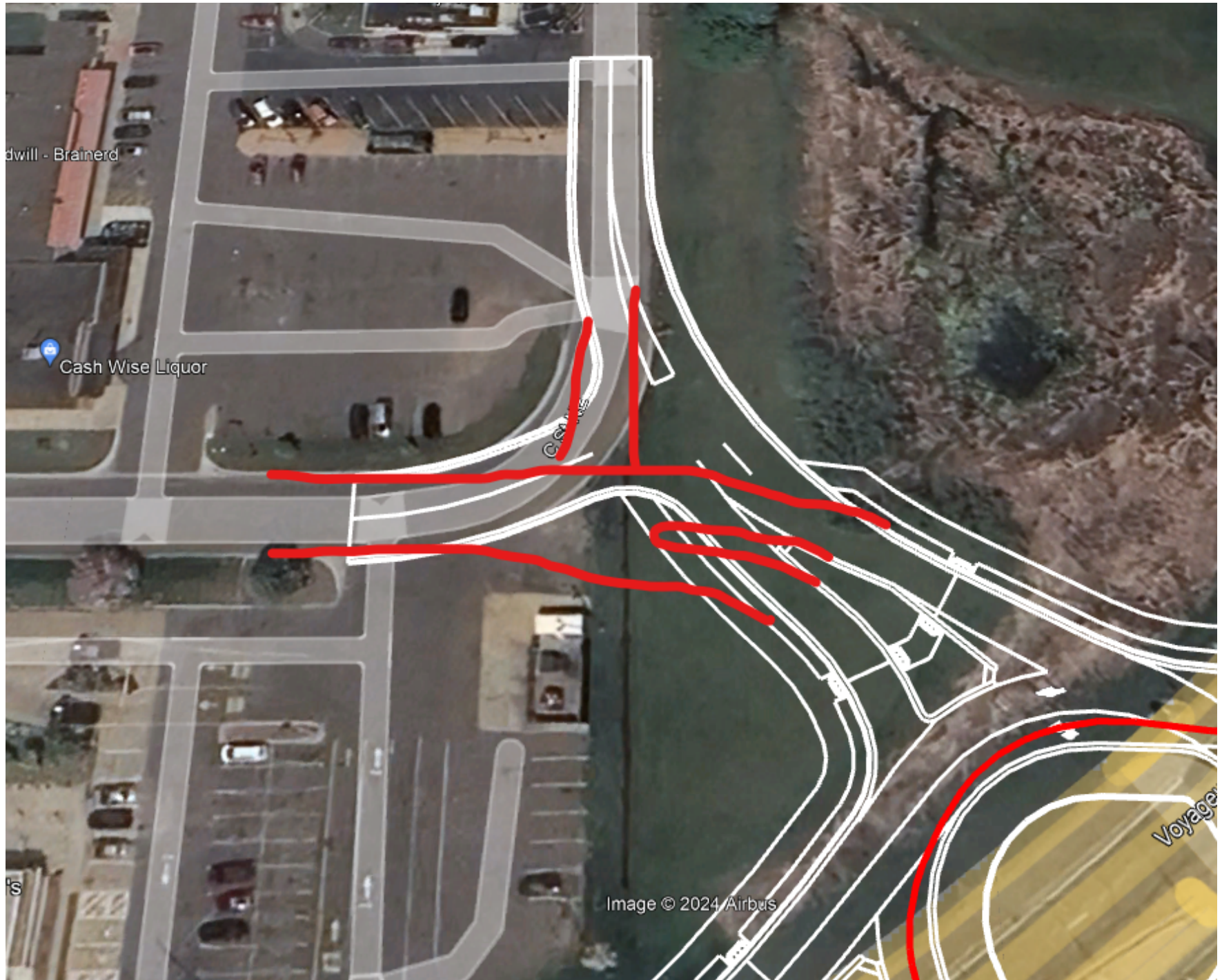
If the Council is not interested in taking this block back as public right-of-way, MnDOT would likely look to adjust the north roundabout leg to tie into B Street NE. A rough sketch of what this could look like is attached.

RECOMMENDED ACTION/MOTION: Staff would recommend beginning the process of turning the block of vacated 6th Avenue NE between B Street NE and C Street NE back to public right-of-way and beginning discussions with the mall property owner to this effect.

FINANCIAL IMPACT: N/A









City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Approval of Memorandums of Agreement regarding new Earned Sick and Safe Time Law

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: As discussed earlier this year, the new Earned Sick and Safe Time (ESST) Law was enacted during the 2023 MN Legislative Session and went into effect on January 1, 2024. Per State of MN guidance, all employers are required to have a policy in place regarding this new benefit which also required an update to our seven union contracts. Staff contacted our seven unions requesting a Memorandum of Agreement (MOA) regarding the new ESST Law. The MOA is required as ESST is a benefit and a term and condition of employment covered in each union's collective bargaining agreement.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: We still have three outstanding MOAs and they will be presented for Council approval when signed by the other unions.

RECOMMENDED ACTION/MOTION: Motion to approve the attached ESST MOAs with the Teamsters Union representing Police Sergeants and Lieutenant, IBEW representing the Administrative Support Union, and the United Steel Workers representing the Hydro employees.

FINANCIAL IMPACT: N/A - We utilized existing sick leave accruals to satisfy the new ESST requirements.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between the City of Brainerd ("Employer") and Teamsters General Local Union No. 346 ("Union"). The Employer and the Union are hereinafter referred to collectively as the "Parties," and individually as a "Party."

Whereas, the Employer and Union are parties to a 1/1/2022 – 12/31/2024 collective bargaining agreement ("CBA"), which governs the terms and conditions of employment of the Employer's Police Lieutenant and Sergeants; and

Whereas, it is the intent of the Parties to modify the terms of the CBA to comply with and address the requirements of the newly enacted Earn Sick and Safe Time ("ESST") law, upon its effective date of January 1, 2024, in accordance with Minnesota Statutes, sections 181.9445 to 181.9448 (as amended); and

Whereas, the Parties agree that the modified language satisfies the Employer's obligation to comply with the newly enacted ESST law, including, but not necessarily limited to, Minnesota Statutes, sections 181.9445 to 181.9448 (as amended) and that no separate ESST will be provided to employees whose employment is subject to the terms of the CBA.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements contained in this MOA and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **Updated CBA Language.** Effective January 1, 2024, Article 15, Section 15.1 of the CBA shall be amended as follows:

15.1 All regular full-time employees shall be credited with eight (8) hours of sick leave each month. Included in this sick accrual shall be Earned Sick and Safe Time (ESST) hours to equal at least one (1) hour of ESST leave for each thirty (30) hours worked, beginning on the commencement of employment and up to a maximum of 48 hours per year. Sick leave may be used for absences due to an illness of or injury to the employee, employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. Unused sick leave may accumulate up to nine hundred sixty (960) hours maximum. A physician's certificate may be required, if in the opinion of the Employer, it is deemed necessary. Eligibility for sick leave shall be credited from the original date of hire without a break in service.

- A. Earned Sick and Safe Time.** Effective January 1, 2024, during any year, as defined in the City's Personnel Policies, each employee may use up to a total of forty-eight (48) hours of sick leave as Earned Sick and Safe Time ("ESST"), as defined in Minnesota Statutes, section 181.9445, subdivision 4 (as amended). If the need for use of ESST is foreseeable, employees must provide seven (7) days' advance notice of the employee's intent to use ESST. If the need for ESST is unforeseeable, employees must provide notice of the need for ESST as soon as practicable, as provided in the City's Personnel Policies. The City reserves the right to require reasonable documentation regarding the need for ESST, as permitted by applicable law, including Minnesota Statutes, section 181.9447 (as amended). The use of ESST is otherwise subject to applicable law, including, but not limited to Minnesota Statutes, section 181.9447 (as amended) and applicable City policy.
- B. Accrual of ESST.** Employees may carry over their ability to use sick leave as ESST to the following year, up to a total of eighty (80) hours, as may be available.
- C. Relationship Between Sick Leave and ESST.** It is the Parties' intention that the City satisfy the requirements of Minnesota laws governing ESST by allowing employees to use existing sick leave for the purposes of, and subject to, the laws governing ESST. The Parties agree that the City does not provide ESST in addition to paid sick leave. All accrued and unused sick leave hours, whether considered unused ESST or not, shall be paid upon separation in accordance with the terms of Article 20 of the collective bargaining agreement.
2. **Duration.** This MOA shall remain in effect until the successor collective bargaining agreement has been ratified by the Parties.
3. **No Past Precedent.** Nothing in this MOA shall be deemed to establish a past practice or precedent, or to alter any established past practice or precedent arising out of the CBA. Except with regard to the interpretation of this MOA, no Party may introduce this MOA in any proceeding as evidence of any past practice or precedent.
4. **Equal Drafting.** This MOA shall be construed to have been drafted equally by the Parties.

5. **Entire Agreement.** This MOA constitutes the entire agreement between the Parties relating to the subject matter herein. No Party has relied upon any oral statements or promises that are not set forth in this document. The terms of this MOA are contractual and supersede any and all prior agreements between the Parties relating to the subject matter of this MOA. No waiver or modification of any provision of this MOA is valid unless it is in writing and signed by all Parties.

Employer:
City Administrator

Nicholas W. Broyles

Date: _____

For the Exclusive Representative:
Union Representative



Les Kundo

Date: 3/14/2024

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between the City of Brainerd (“Employer”) and the International Brotherhood of Electrical Workers, Local No. 31 (“Union”). The Employer and the Union are hereinafter referred to collectively as the “Parties,” and individually as a “Party.”

Whereas, the Employer and Union are parties to a 1/1/2023 – 12/31/2023 collective bargaining agreement (“CBA”), which governs the terms and conditions of employment of the Employer’s Administrative Support employees; and

Whereas, it is the intent of the Parties to modify the terms of the CBA to comply with and address the requirements of the newly enacted Earn Sick and Safe Time (“ESST”) law, upon its effective date of January 1, 2024, in accordance with Minnesota Statutes, sections 181.9445 to 181.9448 (as amended); and

Whereas, the Parties agree that the modified language satisfies the Employer’s obligation to comply with the newly enacted ESST law, including, but not necessarily limited to, Minnesota Statutes, sections 181.9445 to 181.9448 (as amended) and that no separate ESST will be provided to employees whose employment is subject to the terms of the CBA.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements contained in this MOA and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **Updated CBA Language.** Effective January 1, 2024, Article 4, Section 1 of the CBA shall be amended as follows:

Section 1. Sick Leave. All full-time employees shall be credited with eight (8) hours of sick leave each month up to a maximum of 96 hours per year. Included in this sick accrual shall be Earned Sick and Safe Time (ESST) hours to equal at least one (1) hour of ESST leave for each thirty (30) hours worked, beginning on the commencement of employment and up to a maximum of 48 hours per year. Unused sick leave may accumulate up to nine hundred sixty (960) hours maximum. Any accrual that could have been earned beyond the maximum shall be forfeited unless paid as excess sick leave as noted below in the Post Employment Health Care Savings Plan section of this Article. A physician's certificate may be required if in the opinion of the Employer it is deemed necessary.

Eligibility for sick leave shall be credited from the original date of hire without a break in service including resignation, termination, retirement and other employment separation. Employees shall notify the Employer at or before their normal starting time on each day they are calling in sick, except when they have notified the Employer of a long-term absence by direction of treating physician.

Sick leave shall be granted only in case of necessity and actual sickness or disability injury to the employee or for dental appointments and physical examinations. Dental appointments and physical examinations must receive prior approval by the employee's department head or supervisor. An employee may also use personal sick leave benefits provided by the City for absence due to illness of, or injury to, the employee's spouse, child, step child, father, mother, brother, sister, father-in-law, mother-in-law, grandparent or grandchild for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness, injury, or other health condition.

- A. Earned Sick and Safe Time.** Effective January 1, 2024, during any year, as defined in the City's Personnel Policies, each employee may use up to a total of forty-eight (48) hours of sick leave as Earned Sick and Safe Time ("ESST"), as defined in Minnesota Statutes, section 181.9445, subdivision 4 (as amended). If the need for use of ESST is foreseeable, employees must provide seven (7) days' advance notice of the employee's intent to use ESST. If the need for ESST is unforeseeable, employees must provide notice of the need for ESST as soon as practicable, as provided in the City's Personnel Policies. The City reserves the right to require reasonable documentation regarding the need for ESST, as permitted by applicable law, including Minnesota Statutes, section 181.9447 (as amended). The use of ESST is otherwise subject to applicable law, including, but not limited to Minnesota Statutes, section 181.9447 (as amended) and applicable City policy.
- B. Accrual of ESST.** Employees may carry over their ability to use sick leave as ESST to the following year, up to a total of eighty (80) hours, as may be available.
- C. Relationship Between Sick Leave and ESST.** It is the Parties' intention that the City satisfy the requirements of Minnesota laws governing ESST by allowing employees to use existing sick leave for the purposes of, and subject to, the laws governing ESST. The Parties agree that the City does not provide ESST in addition to paid sick leave. All accrued and unused sick leave hours, whether considered unused ESST or not, shall be paid upon separation in accordance with the terms defined in this Article of the collective bargaining agreement.

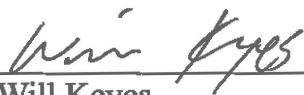
Memorandum of Agreement

2. **Duration.** This MOA shall remain in effect until the successor collective bargaining agreement has been ratified by the Parties.
3. **No Past Precedent.** Nothing in this MOA shall be deemed to establish a precedent or practice, or to alter any established past practice or precedent arising out of or relating to the CBA. No Party may introduce this MOA in any proceeding as evidence of any practice or precedent.
4. **Equal Drafting.** This MOA shall be construed to have been drafted equally by the Parties.
5. **Entire Agreement.** This MOA constitutes the entire agreement between the Parties relating to the subject matter herein. No Party has relied upon any oral statements or promises that are not set forth in this document. The terms of this MOA are contractual and supersede any and all prior agreements between the Parties relating to the subject matter of this MOA. No waiver or modification of any provision of this MOA is valid unless it is in writing and signed by all Parties.

Employer:
City Administrator

For the Exclusive Representative:
Union Representative

Nicholas W. Broyles



Will Keyes

Date: _____

Date: 3/21/2024

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between the City of Brainerd ("Employer") and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO, CLC known in short as the United Steel Workers Local 9230 Unit 09 ("Union"). The Employer and the Union are hereinafter referred to collectively as the "Parties," and individually as a "Party."

Whereas, the Employer and Union are parties to a 1/1/2022 – 12/31/2024 collective bargaining agreement ("CBA"), which governs the terms and conditions of employment of the Employer's Hydro Dam employees; and

Whereas, it is the intent of the Parties to modify the terms of the CBA to comply with and address the requirements of the newly enacted Earn Sick and Safe Time ("ESST") law, upon its effective date of January 1, 2024, in accordance with Minnesota Statutes, sections 181.9445 to 181.9448 (as amended); and

Whereas, the Parties agree that the modified language satisfies the Employer's obligation to comply with the newly enacted ESST law, including, but not necessarily limited to, Minnesota Statutes, sections 181.9445 to 181.9448 (as amended) and that no separate ESST will be provided to employees whose employment is subject to the terms of the CBA.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements contained in this MOA and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **Updated CBA Language.** Effective January 1, 2024, Article XXIII – Leave of Absence of the CBA shall be amended as follows:

Sick Leave. All full-time employees shall be credited with eight (8) hours of sick leave each month up to a maximum of 96 hours per year. Included in this sick accrual shall be Earned Sick and Safe Time (ESST) hours to equal at least one (1) hour of ESST leave for each thirty (30) hours worked, beginning on the commencement of employment and up to a maximum of 48 hours per year. Unused sick leave may accumulate up to nine hundred sixty (960) hours maximum. A physician's certificate may be required, if in the opinion of the Employer, it is deemed necessary.

Eligibility for sick leave shall be credited from the original date of hire without a break in service including resignation, termination, retirement and other employment separation. Employees shall notify the Employer at or before their normal starting time on each day they are calling in sick, except when they have notified the Employer of a long-term absence by direction of treating physician.

Sick leave shall be granted only in case of necessity and actual sickness or disability injury to the employee or for dental appointments and physical examinations. Dental appointments and physical examinations must receive prior approval by the employee's department head or supervisor. An employee may also use personal sick leave benefits provided by the City for absence due to illness of, or injury to, the employee's spouse, child, step child, father, mother, brother, sister, father-in-law, mother-in-law, grandparent or grandchild for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness, injury, or other health condition.

- A. Earned Sick and Safe Time.** Effective January 1, 2024, during any year, as defined in the City's Personnel Policies, each employee may use up to a total of forty-eight (48) hours of sick leave as Earned Sick and Safe Time ("ESST"), as defined in Minnesota Statutes, section 181.9445, subdivision 4 (as amended). If the need for use of ESST is foreseeable, employees must provide seven (7) days' advance notice of the employee's intent to use ESST. If the need for ESST is unforeseeable, employees must provide notice of the need for ESST as soon as practicable, as provided in the City's Personnel Policies. The City reserves the right to require reasonable documentation regarding the need for ESST, as permitted by applicable law, including Minnesota Statutes, section 181.9447 (as amended). The use of ESST is otherwise subject to applicable law, including, but not limited to Minnesota Statutes, section 181.9447 (as amended) and applicable City policy.
- B. Accrual of ESST.** Employees may carry over their ability to use sick leave as ESST to the following year, up to a total of eighty (80) hours, as may be available.
- C. Relationship Between Sick Leave and ESST.** It is the Parties' intention that the City satisfy the requirements of Minnesota laws governing ESST by allowing employees to use existing sick leave for the purposes of, and subject to, the laws governing ESST. The Parties agree that the City does not provide ESST in addition to paid sick leave. All accrued and unused sick leave hours, whether considered unused ESST or not, shall be paid upon separation in accordance with the terms defined in this Article of the collective bargaining agreement.

Memorandum of Agreement

2. **Duration.** This MOA shall remain in effect until the successor collective bargaining agreement has been ratified by the Parties.
3. **No Past Precedent.** Nothing in this MOA shall be deemed to establish a precedent or practice, or to alter any established past practice or precedent arising out of or relating to the CBA. No Party may introduce this MOA in any proceeding as evidence of any practice or precedent.
4. **Equal Drafting.** This MOA shall be construed to have been drafted equally by the Parties.
5. **Entire Agreement.** This MOA constitutes the entire agreement between the Parties relating to the subject matter herein. No Party has relied upon any oral statements or promises that are not set forth in this document. The terms of this MOA are contractual and supersede any and all prior agreements between the Parties relating to the subject matter of this MOA. No waiver or modification of any provision of this MOA is valid unless it is in writing and signed by all Parties.

Employer:
City Administrator

For the Exclusive Representative:
Union Representative

Nicholas W. Broyles



Mike Woods

Date: _____

Date: 3-20-24

Memorandum of Agreement



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Approve Wage Adjustment for Community Service Officers (CSO)

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, John Davis, Police Chief

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director, John Davis, Police Chief

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: Last year, as part of our Classification and Compensation Study, we requested that the consultant review our Community Service Officer classification in the Police Department to provide recommended points as required for Pay Equity and also a recommended wage. On January 2, 2024, the City Council approved the CSO Classification points at 182. Flaherty & Hood also provided a recommended wage scale. In discussing the CSO position, Police Chief Davis noted that some candidates have not applied or have withdrawn from consideration as our current wage for our CSO position is not competitive with local retail businesses. We are recommending to increase the CSO 2024 wage to \$20.09 per hour effective April 2, 2024.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: We must include CSO's in our Pay Equity Report since they work 14 hours or more per week; however, since they are part-time employees that do not earn benefits, we aren't required to utilize the 8-step wage grid for them...that is unless we want to. Please note that CSOs currently can work up to 29 hours per week. If we wanted to use the full wage scale, all CSO's should be included in our formal annual review process (even though they don't work 2080 hours per year) and they could advance steps every year in addition to receiving an Across the Board (ABI) increase. That could be costly for our Police Department and we do not believe that was ever the intention.

Currently CSO's earn a flat \$16 per hour. If we utilize the wage grid recommended by Flaherty & Hood, but only utilize Step 1 of that wage scale, it would still help our wage be competitive as it could be automatically indexed to the same Across the Board Increase (ABI) that other non-union employees receive. Please note that CSO's typically only work up to a couple of years for us while attending CLC's Law Enforcement Program.

RECOMMENDED ACTION/MOTION: Motion to increase the Community Service Officer (CSO) wage to \$20.09 per hour effective April 2, 2024; further, that said wage scale be indexed annually by the ABI approved for other non-union employees.

FINANCIAL IMPACT: This wage adjustment for CSOs was included in the 2024 budget.



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Approve Wage Step Increase for Assistant City Engineer Fladung

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn, Public Works Director, **DEPARTMENT:** Public Works
Kris Schubert, Human Resources Director

PRESENTER: Jessie Dehn, Public Works Director, **ESTIMATED TIME (MIN):** 2 Minutes
Kris Schubert, Human Resources Director

SUMMARY OF ISSUE: Staff was recently notified that Assistant City Engineer Fladung was successful in passing his Professional Engineering exam. This now provides for him to obtain his Professional Engineering license under the State of Minnesota. With this additional certification, staff is recommending that James Fladung be given a wage step increase, effective April 1, 2024. The Assistant City Engineer position is a difficult position to fill, especially considering the current job market with engineers.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: James Fladung is currently on Step 2 of the Assistant City Engineer wage grid, \$44.45 per hour. The additional step increase would place him at Step 3, \$46.09. With an effective date of April 1st, this would amount to an additional \$2,545.28 in wages only.

RECOMMENDED ACTION/MOTION: Staff recommends approval of a wage step increase for Assistant City Engineer Fladung from Step 2 to Step 3 of the current wage grid, effective April 1st, 2024.

FINANCIAL IMPACT: \$3,000 is the estimated wage adjustment and applicable benefits cost. This amount is not included in the 2024 budget.



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Consider Wage Adjustment for Finance Manager

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Nick Broyles, City Administrator, Todd
Wicklund, Public Utilities Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Finance Manager Danny Loch informed us that he received an external job offer and inquired if the City could try to get closer to that offered wage. Mr. Loch is currently on Step 2 and is paid \$49.29 per hour. He is expected to advance to Step 3 (\$51.10 per hour) on October 30, 2024.

Public Utilities Director Wicklund, City Administrator Broyles and HR Director Schubert discussed this and we recommend that the City Council adjust Mr. Loch's wage/step placement to Step 6 or \$56.52 per hour effective April 2, 2024. This recommendation is being made realizing that Mr. Loch has had an opportunity to work directly with Public Utilities Director Wicklund for the last five months and with Todd's pending retirement in a few weeks, it is best for the organization and operational efficiency to retain Mr. Loch if possible. Mr. Loch has said he would stay if this recommendation was approved by Council at their April 1st meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: After this adjustment, Finance Director Hillman's wage will only be \$.11 per hour more than Mr. Loch's wage. Considering Ms. Hillman is a Department Head and has been employed as the City's Finance Director for 11 years, Staff also recommends adjusting Finance Director Hillman's wage to Step 6 (\$58.50 per hour) effective 4/2/24. That would increase her wage an additional \$1.87 per hour as she is currently placed on Step 5 (\$56.63 per hour).

RECOMMENDED ACTION/MOTION: Recommended Motions:

1. Approve the wage/step placement adjustment for Finance Manager Daniel Loch to Step 6 (\$56.52 per hour) effective April 2, 2024.
2. Approve the wage/step placement adjustment for Finance Director Hillman to Step 6 (\$58.50 per hour) effective April 2, 2024.

FINANCIAL IMPACT: The 2024 financial impact for the additional wage and applicable benefits for Mr. Loch's adjustment is estimated at \$12,300. The 2024 financial impact for the additional wage and applicable benefits for Ms. Hillman's adjustment is estimated at \$3,400.

RESOLUTION
13:24

BE IT RESOLVED by the Council of the City of Brainerd that that the 2024 wages for the City Administrator, Department Heads, Municipal Utility Division Managers, and Non-Union Supervisory positions shall be based on the rates identified in the below 8-step grids:

City Administrator, Department Heads, Municipal Utility Division Managers and Non-Union Supervisors:

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>
Recreation Specialist								
1/1/2024	30.36	31.51	32.67	33.83	34.98	36.14	39.03	40.48
Recreation Coordinator								
1/1/2024	35.14	36.48	37.82	39.16	40.50	41.83	45.18	46.85
Business Office Supervisor; Police Administrative Supervisor								
1/1/2024	37.32	38.74	40.16	41.58	43.00	44.43	47.98	49.76
Transit Coordinator								
1/1/2024	38.62	40.10	41.57	43.04	44.51	45.98	49.66	51.50
Assistant City Engineer; City Building Official; Fire Marshal/Deputy Chief								
1/1/2024	42.82	44.45	46.09	47.72	49.35	50.98	55.06	57.10
IT Supervisor								
1/1/2024	44.32	46.01	47.70	49.39	51.08	52.76	56.99	59.10
Community Development Director; Deputy Police Chief; Electric Distribution Supervisor								
1/1/2024	45.87	47.62	49.37	51.12	52.86	54.61	58.98	61.16
Finance Manager; Water/Wastewater Manager								
1/1/2024	47.48	49.29	51.10	52.90	54.71	56.52	61.04	63.30
Finance Director/Deputy City Clerk; Fire Chief; HR Director; IT/GIS Director; Operations Manager								
1/1/2024	49.14	51.01	52.88	54.76	56.63	58.50	63.18	65.52
Police Chief; Public Utilities Director								
1/1/2024	56.54	58.69	60.85	63.00	65.15	67.31	72.69	75.38
City Engineer/Public Works Director								
1/1/2024	52.64	54.65	56.65	58.66	60.66	62.67	67.68	70.19
City Administrator								
1/1/2024	62.98	65.38	67.78	70.18	72.58	74.98	80.98	83.98

BE IT FURTHER RESOLVED, to clarify the following:

- The City Administrator and all Department Heads, Municipal Utility Division Managers, and Non-Union Supervisory employees are salaried positions.
- The annual salaries for the City Administrator, Department Heads, Municipal Utility Division Managers, and Non-Union Supervisory employees shall be calculated based on the hourly rate identified in the previous 8-step grids.
- The rates effective 1/1/24 include a 2.5% Across the Board Increase (ABI).

BE IT FURTHER RESOLVED that the City Administrator, Department Heads, Municipal Utility Division Managers, and Non-Union Supervisory employees currently employed by the City will be placed on the 2024 wage grid steps for their position as of 1/1/24 as illustrated as follows:

<u>Position</u>	<u>Employee</u>	<u>Step</u>
Recreation Specialist	Haley Blank	2
Business Office Supervisor	Jana Pernula	6
Police Administrative Supervisor	Miranda Halverson	1
Transit Coordinator	Crystal Gauthier	2
Assistant City Engineer	James Fladung	2
City Building Official	Darrin Deseth	2
Fire Marshal/Deputy Chief	David Cox	4
IT Supervisor	Aaron Andersen	6
Community Development Director	James Kramvik	2
Deputy Police Chief	Anthony Runde	3
Electric Distribution Supervisor	Mitchell Lachelt	6
Finance Manager	Daniel Loch	2
Water/Wastewater Manager	Charlie Gammon	7
Finance Director/Deputy City Clerk	Connie Hillman	5
Fire Chief	Timothy Holmes	5
HR Director	Kristy Schubert	2
IT/GIS Director	Shawn Strong	4
Operations Manager	Trent Hawkinson	7
Police Chief	John Davis	2
Public Utilities Director	Todd Wicklund	7
City Engineer/Public Works Director	Jessie Dehn	2
City Administrator	Vacant	
Recreation Coordinator	Vacant	

BE IT FURTHER RESOLVED that the following five positions shall each receive a one-time lump sum payment as detailed in the chart provided below in lieu of step advancement, as their 12/31/23 wage is currently more than the wage noted for their assigned step or their 2024 wage does not equal a full 2.5% ABI increase from their 12/31/23 wage for their respective positions:

Position	Name	Actual 12/31/23 Hourly Rate	Grid 1/1/2024 Wage	Lump Sum Pmt - Up to a 2.5% increase of Actual 12/31/23 Wage
PUBLIC UTILITIES DIRECTOR	WICKLUND, TODD	79.85	72.69	4,152
WATER/WW MANAGER	GAMMON, CHARLES	59.64	61.04	189
OPERATIONS MANAGER	HAWKINSON, TRENTON	71.87	63.18	3,737
ELECTRIC DISTRIBUTION SUPERVISOR	LACHELT, MITCH	55.41	54.61	2,881
BUSINESS OFFICE SUPERVISOR	PERNULA, JANA	45.40	44.43	2,361

BE IT FURTHER RESOLVED that the Public Utilities Director, Operations Manager, Electric Distribution Supervisor and Business Office Supervisor will continue to be paid their 12/31/23 wage until the new wage grid catches up to their 12/31/23 wage. The City Council may or may not consider additional lump-sum payments to these employees in the event of any future ABI increase.

Adopted this 5th day of February 2024.


 KELLY BEVANS
 President of the Council

Approved this 6th day of February 2024.


 DAVE BADEAUX
 Mayor

ATTEST: 
 PATRICK WUSSOW
 Interim City Administrator



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Approve 2024-2026 Contract Terms and Wage Resolution with IBEW Local No. 31 (Administrative Support) Union

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: The City has reached a Tentative Agreement (TA) with the IBEW Local No. 31 Union representing the Administrative Support employees for the 2024-2026 Union Contract. The attached summary includes the items agreed to by the City and Union during negotiations. The contract includes the below Across the Board Increases (ABI) for the 2024-2026 contract for employees on our wage grid:

1/1/2024	7/1/2024	1/1/2025	7/1/2025	1/1/2026
2.5%	2.25%	3.75%	2.75%	3%

The following wage grid was approved for employees that are still on our Legacy Pay system:

1/1/2024	7/1/2024	1/1/2025	7/1/2025	1/1/2026
2.5%	n/a	3.75%	1%	3%

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: One of the items noted in the TA is approval of a Memorandum of Agreement (MOA) with the Union regarding the new Earned Sick and Safe Time (ESST) law. Please note the Union has agreed to and signed the ESST MOA; further, approval of ESST MOAs with multiple unions is listed as a separate agenda item for this Council meeting.

RECOMMENDED ACTION/MOTION:

1. Motion to approve the attached 2024-2026 Tentative Agreement Summary between the City and IBEW Local No. 31 Union representing the Administrative Support employees; and
2. Adopt the attached resolution setting the 2024 - 2026 wages for the IBEW Local No. 31 Union (Administrative Support) employees.

FINANCIAL IMPACT: The 2024 wage adjustments are included in the City's 2024 budget.

City of Brainerd – IBEW Local #31 (Administrative Support) Union
Tentative Agreement Terms
February 29, 2024

The following are the tentative agreement package terms reached between the City of Brainerd and the IBEW Local #31 (Administrative Support) Union during 2024 - 2026 contract negotiations. This package is for Union and City Council consideration/approval:

1. ARTICLE 7 – HOLIDAYS (Will switch a floater for Juneteenth to be added as a paid holiday. This keeps holiday number at 12).

Section 1. The following holidays, or days observed as such, shall be considered as paid holidays for all employees covered by this Agreement:

New Year's Day *	Labor Day *
Martin L. King Jr. Day	Thanksgiving Day *
Presidents' Day	Friday After Thanksgiving
Memorial Day *	Christmas Day *
Veterans' Day	Juneteenth
Independence Day *	Two (2) One (1) Floating Holidays

2. Approve MOA setting the 2024 wage for the new Environmental Resources Tech position as presented.

3. ARTICLE 9 – WAGES (Wage increase proposals for each year of a multi-year agreement):

Grid:

1/1/2024: 2.5%	7/1/24: 2.25%
1/1/2025: 3.75%	7/1/25: 2.75%
1/1/2026: 3%	7/1/26: n/a

Legacy:

1/1/2024: 2.5%	7/1/24: n/a
1/1/2025: 3.75%	7/1/25: 1%
1/1/2026: 3%	7/1/26: n/a

4. Article 4 – SICK LEAVE AND OTHER LEAVES OF ABSENCE (Remove Early Retirement Incentive Program contribution for the Health Care Savings Plan Contributions):

Subd. 2. HCSP Contributions: The following HCSP contributions are established and the applicable payments will be made into the employee's HCSP account:

~~D. — All eligible employees that elect and are approved to participate in the City of Brainerd's Early Retirement Incentive Program shall contribute 100% of their \$15,000 Early Retirement Incentive Program payment.~~

4. ARTICLE 8 - HOURS OF WORK-CONDITIONS (applicable changes are noted in each section):

Section 2. Time worked in excess of a regular scheduled shift in any one workday shall be considered overtime and paid for at the rate of one and one-half (1-1/2) times the regular straight time rate of pay. Realizing that some employees in this bargaining unit are required to attend Council meetings or other meetings outside of the ordinary daytime working hours as well as some projects must be completed prior to time off, said employees may be permitted, with the Department Head's written permission, to adjust their normal work schedule so that the total hours worked and/or paid equal 40 straight time hours in any given workweek without incurring overtime. **A minimum of 1-hour compensatory time or overtime shall be earned for meetings or projects that begin after the ordinary daytime working hours.**

Section 3. Double time will be paid for time worked on Sundays. In addition to eight (8) hours of holiday pay, double time will be paid to all employees for time worked on designated (*) holidays or days celebrated as such that are listed in ARTICLE ~~VII~~7; further, all work on the remaining holidays from Article ~~VII~~7 and Saturdays will be paid one and one-half (1-1/2) the regular straight time rate of pay.

Section 5. It shall be the normal practice to pay for overtime based on the employee's hourly rate when the overtime was earned. However, at the request of an employee, the department head may approve compensatory time in lieu of overtime **or any applicable double time** payment. Compensatory time, however, will be allowed to accrue to a maximum of one hundred (100) hours. Annual carryover of comp time cannot exceed eighty (80) hours per calendar year. Employees unable to utilize time off to reduce their comp time balance to eighty (80) hours by the end of the year will be paid the value of the hours over eighty (80) hours at the December 31 rate of pay **on the first full payday of the new year.**

Section 8. When employees are temporarily assigned for eight (8) or more consecutive hours to a classification paying a higher wage rate than their own classification **and while actually performing the work of that higher paid classification**, they shall **be paid at the rate of the lowest step on the wage grid for the higher paid classification that is at least 3% higher than the wage paid to the employee on the employee's current step on the wage grid for the employee's regular classification.** ~~receive the contract wage rate of that classification while actually performing the work of that classification.~~

Section 10. The EMPLOYER agrees to pay 80% of the family premium and 95% of the single premium for the ~~\$3,000~~ **\$3,200** single, ~~\$6,000~~ **\$6,400** family high deductible health insurance plan. A summary of this plan as well as other health plans that can be offered during this contract are outlined in Appendix B. This plan also includes 100% preventative coverage as required by law. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

5. Classification title changes – OK to Remove "Global" term from classifications and add designation for departments.

6. Renew Health Insurance MOU:

- Update 2024 Deductibles for other Health Plans.
- Same premium split percentages, HSA employer contributions and Opt-Out amounts as 2023.
- Eliminate Front loading for HSA

7. Retro Pay to 1/1/24 provided union ratifies these Tentative Agreement Terms before 3/25/24 & Council approves the Tentative Agreement Terms on 4/1/24.

8. Clarify Intent of Article 5, Section 10, regarding probationary period: A 12-month probationary period will be mutually agreed by the Employer and Union for:

- A. Positions that have specific duties that are primarily performed during a specific season may be required to serve up to a twelve (12) month probationary period if the Employer informs the Union prior to the hiring of the new employee.
- B. When the Employer requests to extend an employee's probationary period to allow for additional time to review the employee's performance before termination.

9. Finalize Earned Sick and Safe Time (ESST) MOA before Union vote.

10. ARTICLE 10 – PERIOD OF AGREEMENT-APPROVAL.

January 1, 2024, to December 31, 2026 (Three-year duration).

RESOLUTION

No. :22

BE IT RESOLVED by the Council of the City of Brainerd to set the hourly wages for City employees who are members of the IBEW Local #31 (Administrative Support) Union as provided in its 2024-2026 Union Contract as described below.

Below is the 2024-2026 eight-step wage grid referenced above, and incorporated in Article IX, Section 1, as approved by the Council:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Records Management Technician								
1/1/2024	23.86	24.77	25.68	26.59	27.50	28.41	30.68	31.81
7/1/2024	24.40	25.33	26.26	27.19	28.12	29.05	31.37	32.53
1/1/2025	25.32	26.28	27.24	28.21	29.17	30.14	32.55	33.75
7/1/2025	26.02	27.00	27.99	28.99	29.97	30.97	33.45	34.68
1/1/2026	26.80	27.81	28.83	29.86	30.87	31.90	34.45	35.72
Administrative Specialist - Community Development; Finance; Public Works								
1/1/2024	24.70	25.64	26.58	27.52	28.46	29.40	31.75	32.93
7/1/2024	25.26	26.22	27.18	28.14	29.10	30.06	32.46	33.67
1/1/2025	26.21	27.20	28.20	29.20	30.19	31.19	33.68	34.93
7/1/2025	26.93	27.95	28.98	30.00	31.02	32.05	34.61	35.89
1/1/2026	27.74	28.79	29.85	30.90	31.95	33.01	35.65	36.97
Administrative Specialist - Payroll								
1/1/2024	25.56	26.53	27.51	28.48	29.46	30.43	32.86	34.08
7/1/2024	26.14	27.13	28.13	29.12	30.12	31.11	33.60	34.85
1/1/2025	27.12	28.15	29.18	30.21	31.25	32.28	34.86	36.16
7/1/2025	27.87	28.92	29.98	31.04	32.11	33.17	35.82	37.15
1/1/2026	28.71	29.79	30.88	31.97	33.07	34.17	36.89	38.26
Administrative Specialist - Fire								
1/1/2024	26.46	27.46	28.47	29.48	30.49	31.49	34.01	35.27
7/1/2024	27.06	28.08	29.11	30.14	31.18	32.20	34.78	36.06
1/1/2025	28.07	29.13	30.20	31.27	32.35	33.41	36.08	37.41
7/1/2025	28.84	29.93	31.03	32.13	33.24	34.33	37.07	38.44
1/1/2026	29.71	30.83	31.96	33.09	34.24	35.36	38.18	39.59
Administrative Specialist - Accounts Payable								
1/1/2024	28.34	29.42	30.50	31.58	32.66	33.74	36.44	37.79
7/1/2024	28.98	30.08	31.19	32.29	33.39	34.50	37.26	38.64
1/1/2025	30.07	31.21	32.36	33.50	34.64	35.79	38.66	40.09
7/1/2025	30.90	32.07	33.25	34.42	35.59	36.77	39.72	41.19
1/1/2026	31.83	33.03	34.25	35.45	36.66	37.87	40.91	42.43
HR Assistant; Police Records Management Lead								
1/1/2024	30.36	31.51	32.67	33.83	34.98	36.14	39.03	40.48
7/1/2024	31.04	32.22	33.41	34.59	35.77	36.95	39.91	41.39
1/1/2025	32.20	33.43	34.66	35.89	37.11	38.34	41.41	42.94
7/1/2025	33.09	34.35	35.61	36.88	38.13	39.39	42.55	44.12
1/1/2026	34.08	35.38	36.68	37.99	39.27	40.57	43.83	45.44
Assistant Planner								
1/1/2024	31.42	32.62	33.81	35.01	36.21	37.41	40.40	41.89
7/1/2024	32.13	33.35	34.57	35.80	37.02	38.25	41.31	42.83
1/1/2025	33.33	34.60	35.87	37.14	38.41	39.68	42.86	44.44
7/1/2025	34.25	35.55	36.86	38.16	39.47	40.77	44.04	45.66
1/1/2026	35.28	36.62	37.97	39.30	40.65	41.99	45.36	47.03

Environmental Resource Technician								
1/1/2024	32.52	33.76	35.00	36.24	37.48	38.71	41.81	43.36
7/1/2024	33.25	34.52	35.79	37.06	38.32	39.58	42.75	44.34
1/1/2025	34.50	35.81	37.13	38.45	39.76	41.06	44.35	46.00
7/1/2025	35.45	36.79	38.15	39.51	40.85	42.19	45.57	47.27
1/1/2026	36.51	37.89	39.29	40.70	42.08	43.46	46.94	48.69
Building Inspector; Engineering Tech								
1/1/2024	33.66	34.94	36.22	37.51	38.79	40.07	43.28	44.88
7/1/2024	34.42	35.73	37.03	38.35	39.66	40.97	44.25	45.89
1/1/2025	35.71	37.07	38.42	39.79	41.15	42.51	45.91	47.61
7/1/2025	36.69	38.09	39.48	40.88	42.28	43.68	47.17	48.92
1/1/2026	37.79	39.23	40.66	42.11	43.55	44.99	48.59	50.39
Senior Engineering Tech/Project Coordinator								
1/1/2024	38.62	40.10	41.57	43.04	44.51	45.98	49.66	51.50
7/1/2024	39.49	41.00	42.51	44.01	45.51	47.01	50.78	52.66
1/1/2025	40.97	42.54	44.10	45.66	47.22	48.77	52.68	54.63
7/1/2025	42.10	43.71	45.31	46.92	48.52	50.11	54.13	56.13
1/1/2026	43.36	45.02	46.67	48.33	49.98	51.61	55.75	57.81
IT Specialist								
1/1/2024	39.98	41.50	43.02	44.54	46.07	47.59	51.40	53.30
7/1/2024	40.88	42.43	43.99	45.54	47.11	48.66	52.56	54.50
1/1/2025	42.41	44.02	45.64	47.25	48.88	50.48	54.53	56.54
7/1/2025	43.58	45.23	46.90	48.55	50.22	51.87	56.03	58.09
1/1/2026	44.89	46.59	48.31	50.01	51.73	53.43	57.71	59.83

Below is the 2024-2026 base hourly wages referenced above, and incorporated in Article IX, Section 2, as approved by the Council:

LEGACY								
			2.50%	0.00%	3.75%	1.00%	3.00%	
			1/1/2024	7/1/2024	1/1/2025	7/1/2025	1/1/2026	
Police Records Management Technician			28.41	28.41	29.48	29.77	30.66	

Adopted this ____ day of April, 2024.

KELLY BEVANS
President of the Council

Approved this ____ day of April, 2024.

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Update on Assistant Planner Hiring Process

AGENDA: P&F Committee

ACTION REQUESTED: Information Only

SUBMITTED BY: Kris Schubert, Human Resources
Director, James Kramvik, Community Development
Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director, James Kramvik, Community Development
Director

ESTIMATED TIME (MIN): 1 Minute

SUMMARY OF ISSUE: Former Assistant Planner Dylan Edwards resigned effective December 15, 2023. Since that time, Staff has conducted two unsuccessful searches. Staff is reviewing our options and will be presenting a recommendation at the April 15, 2024, Council meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: n/a

FINANCIAL IMPACT: n/a



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Consider Special Council Meeting for the 805 Laurel Street Project

AGENDA: Main

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

City Staff has been working with the Brainerd HRA as well as the development company, DW Jones, on a redevelopment project at the corner of 8th Street and Laurel Street in downtown Brainerd. Much of this property has been vacant for years and is primed for redevelopment. This proposed project would include the demolition of the existing buildings within the project footprint with the plan to rebuild a mixed-use building of commercial space, along with 78 units of multi-family housing. The plans also include 65 units of underground parking along with additional surface parking at the back of the building.

At the July 17th City Council meeting, the Council held a public hearing, adopted a resolution to establish a redevelopment project area, TIF district, and approved the TIF financing plan for the 805 Laurel Street Project.

The next step in this process is submitting an application for the Workforce Housing Development Grant Program in which \$39 million is available in grant funding to assist small to midsize cities in Greater Minnesota seeking to address rental workforce housing needs. Cities are the only eligible applicants for the program (applications submitted by developers will not be reviewed). Cities are required to secure matching funds that match at least \$1 for every \$2 in funding offered through the program. WHDP funds are available as unsecured, zero-interest, three-year deferred forgivable loans. The application is due by April 30th.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Prior to submittal of the application, DW Jones would like to apply for all required land use permits for the proposed project. A new requirement of this grant, which increases the likelihood of funding, is for the approval of all land use permits for the project. This new requirement was brought to the attention of staff in mid-March which missed the deadline to provide public notice for the March Planning Commission Meeting. Staff met virtually with DW Jones on March 19th to discuss the application process, required documents, and provided DW Jones with a submittal deadline of April 1st for sufficient time to provide staff review and public notice.

The April Planning Commission meeting will occur on the 17th, which is after the second City Council meeting in April. Staff is requesting the City Council hold a special meeting on April 22nd for consideration of the land use applications for the 805 Laurel Street project in order to meet the April 30th deadline for the WHDP application. Also, staff will be recommending approval by the City Council to authorize the City of Brainerd as the applicant for the Workforce Housing Development Grant Program Application.

RECOMMENDED ACTION/MOTION:

Approve a Special City Council Meeting on April 22nd at 6:00 PM to review the 805 Laurel Street Project.

FINANCIAL IMPACT: N/A



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Consider Conditional Use Permit for a 12-plex Apartment at PID 41040889

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Vicky Kinney has submitted a request on behalf of My Neighbor to Love Coalition for a Conditional Use Permit for parcel 41040889, which is located between (NW 3rd St and NW 2nd St) and (Jackson St and James St.). The purpose of this request is to construct a residential 12-unit multi-family apartment building consisting of two (2) 2-bedroom units and ten (10) studio apartment units in the Traditional Neighborhood 2 Zoning District.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission reviewed this application at their March 20th meeting and conducted the public hearing. The motion was moved and seconded by Commissioners Stenglein and Peterson, duly carried, to recommend approval of the conditional use permit for PID 41040889 for a 12-plex apartment as presented.

Commissioner's Questions and Comments: Commissioner Gorham asked the applicant if there have been any problems or concerns from the neighbors regarding the current 4-plex. The applicant said that her tenants have made police reports about theft of their property, so the applicant said they may put up a security camera. The residents themselves have not had issues with police activity and staff confirmed this with the Police Department. The applicant has been working with the residents to keep their porches clear of clutter after complaints were made. This issue has been reviewed by staff and is no longer an issue on the property.

Commissioner Peterson asked what the lease terms were for the units. The applicant stated that the residents can stay there permanently, but the lease terms are month to month.

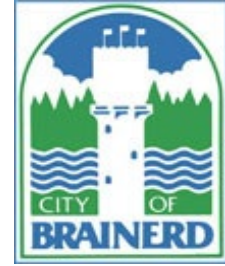
Commissioner Gorham asked if there would be a property manager for the 12-plex. The applicant stated that one of the available units in the 12-plex will be made available to the property manager of the entire site.

RECOMMENDED ACTION/MOTION:

Approve the CUP for the construction of a 12-unit multi-family apartment at PID 41040889 with the condition that any additional lighting conforms to the outdoor lighting ordinance.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: March 20th, 2024

RE: Consider Conditional Use Permit on NW 3rd St for the Construction of a 12-Unit Multi-Family Apartment Building

INTRODUCTION

Vicky Kinney has submitted a request on behalf of My Neighbor to Love Coalition for a Conditional Use Permit for parcel 41040889, which is located between (NW 3rd St and NW 2nd St) and (Jackson St and James St.). The purpose of this request is to construct a residential 12-unit multi-family apartment building consisting of two 2-bedroom units and ten studio apartment units.

PUBLIC HEARING. Conditional Use Permit Amendment

CONTEXT

Parcel Number: 41040889

Zoning District: Traditional Neighborhood 2 (TN-2) District

Property Area: 53,700 SQFT

Adjacent Uses: North: Vacant Land
East: Single-Family Residential
South: Proposed Boarding House and Health Club (Vacant)
West: Vacant Land & Multi-Family Residential

Adjacent Zoning: North: TN-2 (Traditional Neighborhood 2) District
East: CN-1 (Contemporary Neighborhood 1) District
South: TN-2 (Traditional Neighborhood 2) District
West: TN-2 (Traditional Neighborhood 2) District

AERIAL MAP



FINDINGS OF FACT

1. **PID 41040889** is located in a TN-2 (Traditional Neighborhood 2) District. Zoning Ordinance [Section 515-3 \(Allowed Uses\) Appendix A: Table of Uses](#) permits the construction of multi-family attached dwelling units (5+ Units) as a conditional use in the TN-2 District.
 - a. *The applicant proposes the construction of a 12-unit apartment that has 10 studio units and 2 two-bedroom units. The complex will also contain a laundry room for resident use and a common room.*
2. According to [Section 515-6-2.C.8 Definitions of Use, Standards and Terms](#) the definition of a Multi-family Dwelling is a building designed with five (5) or more dwelling units exclusively for occupancy by five (5) or more families living independently of each other. Such buildings may have common hallways and main entrances or have private entrances. Multi-family buildings may include, but not be limited to, efficiency units, one-bedroom, two bedroom, and three-bedroom units.
 - a. According to [Section 515-4-2.C.1](#) Multiple family dwelling units shall have the following minimum floor area per unit:
 - i. Efficiency Units 400 square feet
 - ii. Two Bedroom Units 700 square feet
 - iii. More than Two Bedroom Units An additional 100 square feet per bedroom

1. *The applicant is proposing ten (400 SQFT) efficiency units and two (700 SQFT) two-bedroom units. All units meet the size requirements of the zoning code.*
3. Table 515-2-9.1. TN-2 Dimensional Standards – Density, Lot Size, Coverage and Height Standards
 - a. Lot Size (minimum) – 4,000 SQFT
 - b. Density (range) - 9 – 20 DU/AC (20+ DU/AC requires CUP)
 - c. Front Yard Setback (range) – 0’ – 20’ if Commercial
 - d. Side Yard Setback – 5’/10’ corner
 - e. Rear Yard Setback – 10’
 - i. *The proposed structure meets the rear and side yard setback requirements of the TN-2 District. The applicant is adjusting the site plan to meet the maximum required front yard setback of 20’.*
 - ii. *The proposed lot includes 12-units on a 53,700 SQFT property which is 9.73 dwelling units per acre. This number is within range of the density requirements of the TN-2 District.*
4. Table 515-4-12.3 Parking Space Minimum
 - a. Attached Single-Family Dwellings, Accessory Dwelling Units, Multi-Family and Manufactured Homes within Manufactured Home Parks: Studios = one (1) space per dwelling unit and Two (2) bedrooms = two (2) spaces per dwelling unit.
 - i. *The applicant is proposing a 12-unit apartment with 10 studio units and two 2-bedroom units which require 14 parking spaces. The proposed site plan includes 16 parking spaces with 2 handicap spaces which meet the zoning code requirement.*
5. Criteria for Granting Conditional Use Permits. In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.
 - a. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on Appendix A: Table of Uses.
 - i. *Multi-family apartments are a conditional use in the TN-2 District. The TN-2 Zoning District is intended to provide for compact, pedestrian-oriented mix of residential and neighborhood-serving commercial uses.*
 - b. The proposed use meets the regulations and standards established in this Ordinance.
 - i. *There are no special standards associated with this use.*
 - c. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
 - i. *The structure will not be dangerous, injurious, or noxious to the surrounding properties.*
 - d. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.

- i. [Per Section 515-4-10.G.2](#) One (1) shrub shall be planted for every five (5) lineal feet of parking lot perimeter that is adjacent to a public street.
 - 1. *The applicant has proposed plantings along the south property line. The adjacent property is vacant. However, staff recommended screening in the event the property is developed in the future. The parking lot is screened from NW 3rd Street.*
 - ii. In all Contemporary Neighborhood and Traditional Neighborhood Base Zoning Districts new lots or development shall include landscape plantings as identified in Table [515-4-10.2]. A minimum of one deciduous tree shall be planted in the front yard within 10-feet of the front property line, or right-of-way line. Trees retained on site following development can be reduced from the total required plantings.
 - 1. *The proposed lot is a double frontage lot, therefore the total lot width at the right-of-way is $(2 \times 179 \text{ ft}) = 358 \text{ ft}$. A total of 1 tree per each 25' is required. The lot is required to have a total of 14 trees. The applicant is proposing 19 trees with a mixture of coniferous and deciduous trees. The trees depicted must meet the minimum size requirements in the zoning code.*
 - iii. Four (4) shrubs shall be planted per dwelling unit.
 - 1. *The landscape plan meets this requirement with a total of 50 shrubs.*
- e. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
 - i. *The proposed use is consistent with the environment and the neighborhood as there are other multi-family residential structures in the neighborhood.*
 - ii. As required by [Section 515-4-2.C.2](#) Exterior Building Materials. Multi-family dwelling units shall be designed to create visual interest through a variety of materials, colors, textures, installation direction or other characteristics that create articulation either between units or floors.
 - 1. *The proposed building meets these requirements as the rendering shows a different siding pattern and color between the first and second floors.*
- f. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
 - i. *As indicated in the parking calculation section, this site will have the necessary parking spaces and there should not be an increase in traffic congestion within the neighborhood streets.*
- g. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
 - i. **Economic Development Goal 1:** Support infill and redevelopment throughout Brainerd as a strategic component of growth.
 - 1. **Policy 1:** Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.

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 the 12-unit multi-family apartment.

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit for the construction of a 12-unit multi-family apartment at PID 41040889 with the condition that any additional lighting conforms to the outdoor lighting ordinance.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307

www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

	RESIDENTIAL	COMMERCIAL
CONDITIONAL USE PERMIT	☒ (\$350.00)	☐ (\$500.00 + \$500.00 escrow deposit)
REZONING	☐ (\$350.00)	☐ (\$500.00)
VARIANCE	☐ (\$350.00)	☐ (\$500.00 + \$500.00 escrow deposit)
ZONING TEXT AMENDMENT	☐ (\$250.00)	☐ (\$400.00)

PROPERTY ADDRESS: TBD 3rd Street NW, Brainerd, MN

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy)

PID# 41040889

Property Owner Name: My Neighbor to Love Coalition

Street Address: P.O. Box 581 City: Nisswa State: MN Zip Code: 56468

Phone Number: 218-821-7875 Fax: _____ E-mail: vickyjo.kinney@yahoo.com

Applicant Name: (If different than Property Owner) Vicky Kinney

Street Address: 8640 Fernmont Rd City: Lake Shore State: MN Zip Code: 56468

Phone Number: _____ Fax: _____ E-mail: _____

Description of Request: A 12-plex apartment complex with two 2-bedroom units and ten studio units (4 of the units will be on the 2nd floor). There will also be a gathering room, bathroom and laundry area on the main floor.

Vicky Kinney
Property Owner Signature

2-29-24

Date

Vicky Kinney
(Please print name)

Applicant Signature

2-29-24

Date

(Please print name)

(OVER)

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Vicky Kinney has submitted a request on behalf of My Neighbor to Love Coalition for a Conditional Use Permit to construct a residential 12-unit multiplex apartment building.

The property is legally described as:

Creekside Community Development
Lot 3 Block 1
PID 41040889
Section 4, Township 133, Range 28

The property is zoned TN-2 (Traditional Neighborhood) District, and Zoning Ordinance Section 515-3 (Allowed Uses) Appendix A: Table of Uses permits the operation of multi-family attached dwelling units (5+ Units) as a conditional use in the TN-2 District. A copy of the site plan is on file for review with the Community Development Department.

A Public Hearing to consider this conditional use permit will be conducted by the Brainerd Planning Commission at 6:00 p.m. on Wednesday, March 20, 2024 in the City Council Chambers at 501 Laurel St., Brainerd, MN 56401.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 7th day of March, 2024



James L. Kramvik
Community Development Director

Publication Date: March 9th, 2024

and to
l be
n plugs
s native
nd ever-

FFER

B

2" PVC (S

M D178

S. @ 1.0

C

B

B

Future fruit tree orchard
or garden area

WA
NN. C

B

B

B

B

Chinese Lilac Tree or
amental Crab
duous (see list)
or Spruce
Bushes
s of pine and
ve bushes
ses (see list)
ous bushes and
ennials (see list)

Deciduous
Evergreen
Shrub
Grasses

PROPOSED BUILDING
FFE = 1181.75
12 - UNIT
4,560 SQ. FT.

16

10' TYP.

18' TYP.

ALLEY

12.0

PROPERTY LINE

24'

BIT. F. (SEE DETAIL SHEET)

IMPERV

LOT AREA (EXCLUD

Description and Landscaping Plan – Multi-family 12-unit building

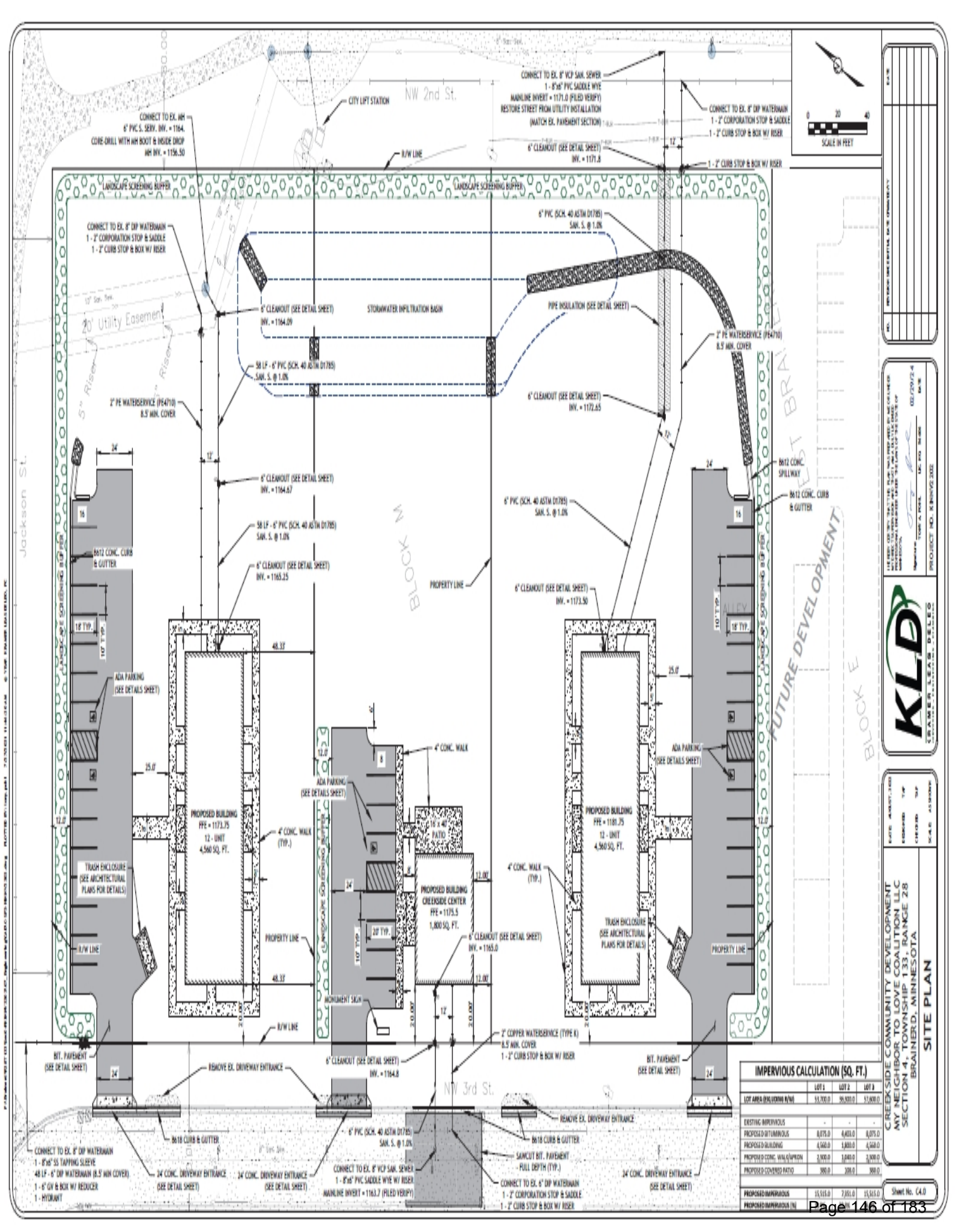
This apartment building is designed to meet the housing needs of both single adults and families, who have lower incomes. There will be 10 studio units and 2 two-bedroom units. The complex will also contain a laundry room for resident use and a common room. Six of the studio units will be on the main level while four units will be on the 2nd level. The studios are 400 square feet. The two-bedroom units are 700 square feet and on the main level.

Landscaping –

All disturbed areas will be landscaped with either planting beds with mulch and/or rock or leveled and seeded with native clover and grass seed.

- North side screening buffer planting bed edging the parking lot will contain 4-foot-high bushes of either Spirea or other species such as Ninebark, Dwarf Korean Lilac, Spirea, and Hydrangea, with Karl Forester, Blue Stem, or Silver Grasses or similar grasses planted between the bushes.
- Bushes surrounding the complex will range in species dependent on sun exposure and availability. For north facing bushes, the varieties will be Snowberry, Dogwood, Firedance Dogwood, Chokecherry. Bushes getting more sun exposure will be fruit bearing such as blueberry, or a combination of edible perennials such as rhubarb, or other species such as Alpine Currant, Hydrangea, Ninebark, Spirea, or Potentilla. A variety of perennials may replace some of the bushes.
- Japanese Lilac trees or another ornamental variety will be planted between the parking lot and north side of the complex.
- Trees – The deciduous trees within 10 feet of the ROW on 3rd Street and on the east side of the property will be of a variety of either Birch, Flowering Crab, Service Berry, Ohio Buckeye, Elm, Linden, Oak, or Maple.
- The conifer trees facing 3rd Street will be at least 4' high Spruce or Pine.
- On the east side of the property facing 2nd Street will be 5-gallon Lilac bushes spaced 10' on center.
- A future orchard area will contain fruit bearing trees variety such as Apple, Plum, or Pear.
- On the east side of the property and continuing onto the adjacent lot will be 50 evergreen plugs and 50 additional plugs of a variety of bushes such as lilacs, service berry, hazelnut, dogwood, and chokecherry. Additional trees may be planted along this side for added privacy.
- A Community Garden is planned on the east side of the complex.

Lighting Plan – We do not plan on installing parking lot lights and instead will use porch lights, with or without motion sensors for visibility and security.



IMPERVIOUS CALCULATION (SQ. FT.)			
	LOT 1	LOT 2	LOT 3
LOT AREA (SQUARE FEET)	51,700.0	36,000.0	51,700.0
EXISTING IMPERVIOUS	-	-	-
PROPOSED DRIVEWAYS	8,075.0	4,400.0	8,075.0
PROPOSED BUILDING	4,560.0	1,800.0	4,560.0
PROPOSED CONC. WALKWAY	3,000.0	1,000.0	3,000.0
PROPOSED COVERED PATIO	300.0	300.0	300.0
PROPOSED IMPERVIOUS	15,935.0	7,500.0	15,935.0
PROPOSED IMPERVIOUS (%)	30.8	20.8	30.8

PROJECT NO. 2020-0001

DATE: 02/09/2024

BY: [Signature]

CHECKED: [Signature]

SCALE: AS SHOWN

KLP

KRAEMER LEASER DELOS

SITE PLAN

CREEKSIDE COMMUNITY DEVELOPMENT
MY NEIGHBOR TO LOVE COALITION LLC
SECTION 4, TOWNSHIP 133, RANGE 28
BRainerd, MINNESOTA

MY NEIGHBOR TO LOVE COALITION- 12 PLEX

BRainerd, MN 56401

PRELIMINARY

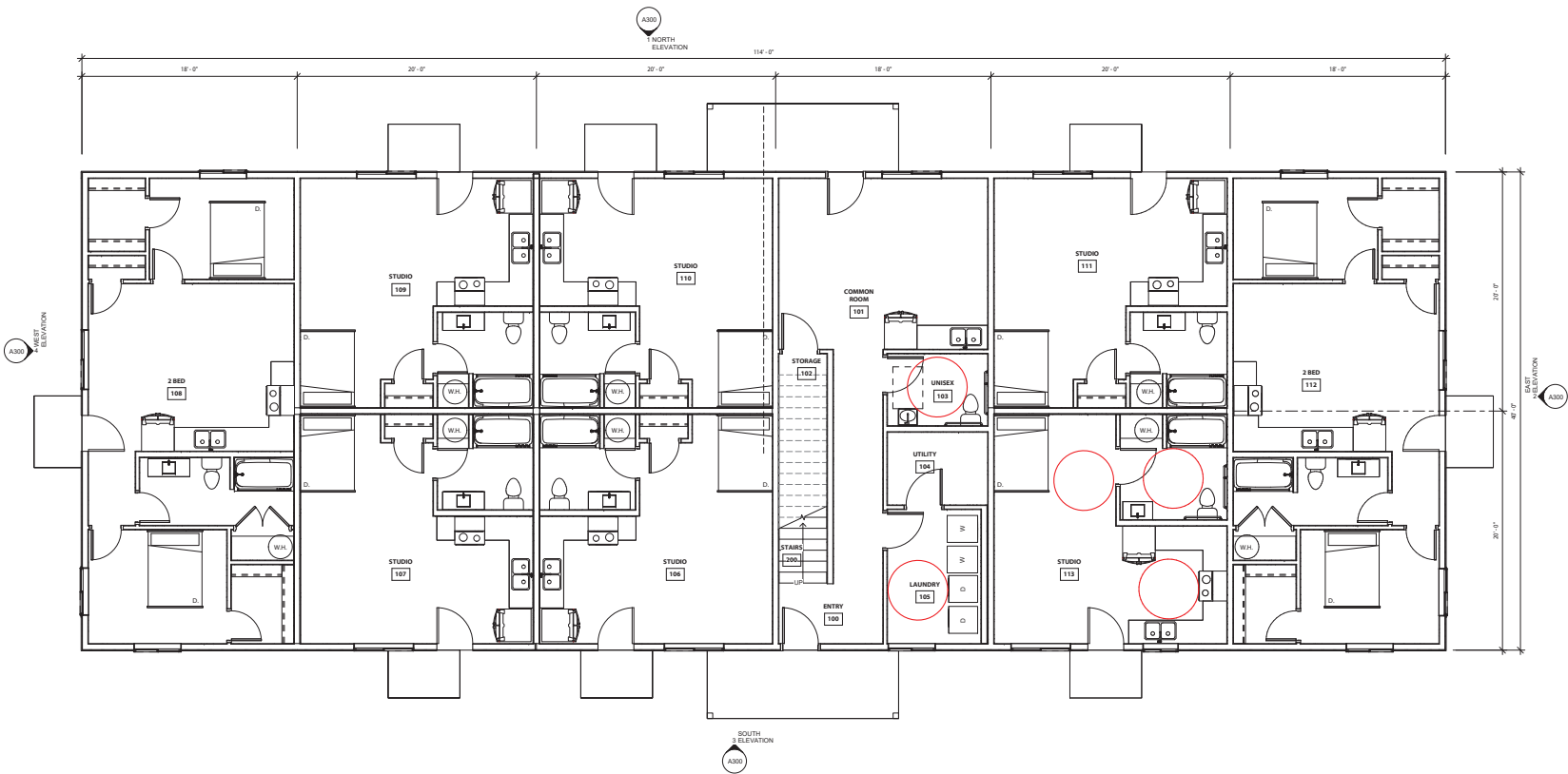
PRINTED: 1/13/2024 4:20:03 PM

PROJECT NUMBER: 3642

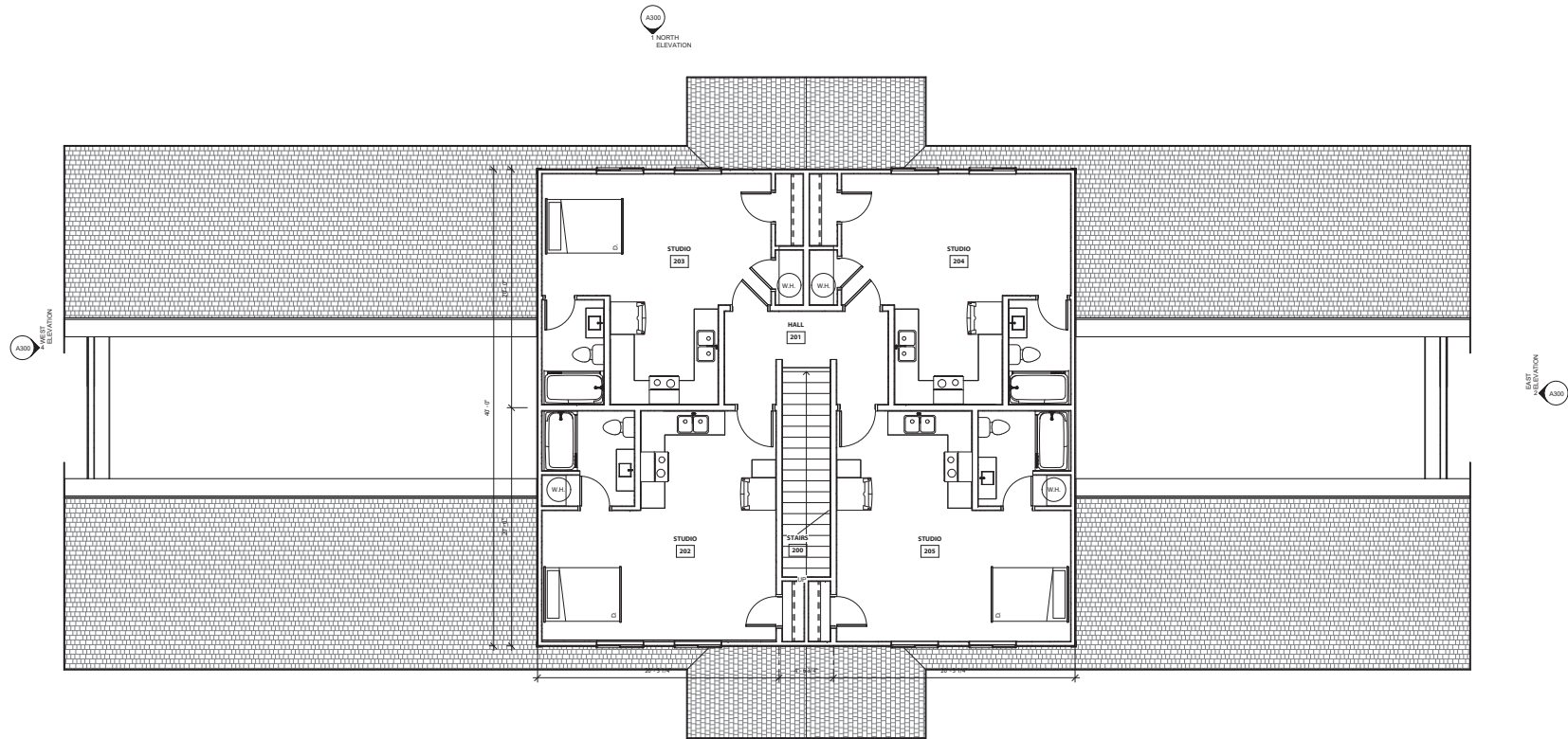
REVISION	DATE

M.L. - FLOOR PLAN

A100



1 LEVEL 01 FLOOR PLAN
A100 1/4" = 1'-0"



1 LEVEL 02 FLOOR PLAN
A110 1/4" = 1'-0"

MY NEIGHBOR TO LOVE COALITION- 12 PLEX

BRainerd, MN 56401

PRELIMINARY

PRINTED: 1/13/2024 4:20:03 PM

PROJECT NUMBER: 3642

REVISION	DATE

U.L. - FLOOR PLAN

A110



3 SOUTH ELEVATION
A300 / 3/16" = 1'-0"



4 WEST ELEVATION
A300 / 3/16" = 1'-0"



1 NORTH ELEVATION
A300 / 3/16" = 1'-0"



2 EAST ELEVATION
A300 / 3/16" = 1'-0"

MY NEIGHBOR TO LOVE COALITION- 12 PLEX

BRainerd, MN 56401

PRELIMINARY

PRINTED: 1/11/2024 4:20:18 PM

PROJECT NUMBER: 3642

REVISION	DATE

BUILDING ELEVATIONS

A300



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Consider Conditional Use Permit Amendment for a Boarding House at PID 41040888

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Vicky Kinney has submitted a request on behalf of My Neighbor to Love Coalition for a Conditional Use Permit Amendment at PID 41040888 (NW 3rd St and NW 2nd St) and (Jackson St and James St.). The purpose of this Conditional Use Permit request is to operate a boarding house along with three studio apartments. The applicant has proposed a two-story building 45' x 40' with a mix of three (3) 400 SQFT studio apartments, four (4) boarding house bedrooms, a common kitchen, five and a half bathrooms, a laundry room, a meeting room, and an office. The original CUP allowed for the construction of a similar two-story building with a boarding house on the second floor and a health center on the first floor.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission reviewed this application at their March 20th meeting and conducted the public hearing. The motion was moved and seconded by Commissioners Stenglein and Peterson, duly carried, to recommend approval of the conditional use permit amendment for PID 41040888 for a boarding house as presented.

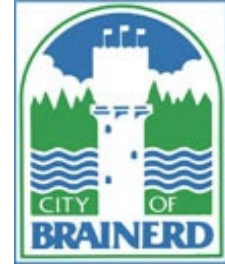
Commissioners Questions and Comments: Commissioner Franscis stated that from what he has read about this type of housing, the outcomes are good, so he was not overly concerned, and he does think that it is meeting a need. He said he understands that streets and schools need to be paid for, so he wished this valuable piece of land would contribute towards property taxes, but he did vote to approve based on the parameters of what the Commissioners' duties are.

RECOMMENDED ACTION/MOTION:

Approve the Conditional Use Permit Amendment for the operation of a boarding house at PID 41040888 with the condition that any additional lighting conforms to the outdoor lighting ordinance.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: March 20, 2024

RE: Consider Conditional Use Permit Amendment on NW 3rd St for the Operation of a Boarding House.

INTRODUCTION

Vicky Kinney has submitted a request on behalf of My Neighbor to Love Coalition for a Conditional Use Permit Amendment at PID 41040888 (NW 3rd St and NW 2nd St) and (Jackson St and James St.). The purpose of this Conditional Use Permit request is to operate a boarding house along with three studio apartments.

PUBLIC HEARING. Conditional Use Permit Amendment

CONTEXT

Parcel Number: 41040888

Zoning District: Traditional Neighborhood 2 (TN-2) District

Property Area: 36,300 SQFT

Adjacent Uses:
North: Proposed 12-unit apartment (Vacant Land)
East: Single-Family Residential
South: Vacant Land
West: Vacant Land & Multi-Family Residential

Adjacent Zoning:
North: TN-2 (Traditional Neighborhood 2) District
East: CN-1 (Contemporary Neighborhood 1) District
South: TN-2 (Traditional Neighborhood 2) District
West: TN-2 (Traditional Neighborhood 2) District

AERIAL MAP



FINDINGS OF FACT

1. **PID 41040888** is located in a TN-2 (Traditional Neighborhood 2) District. Zoning Ordinance [Section 515-3 \(Allowed Uses\) Appendix A: Table of Uses](#) permits the operation of boarding houses in the TN-2 District as a conditional use in the commercial/ general business use table. Two-to-four-unit buildings are a permitted use in the TN-2 District.
2. The applicant has proposed a two-story building 45' x 40' with a mix of three 400 SQFT studio apartments, four boarding house bedrooms, a common kitchen, five and a half bathrooms, laundry room, meeting room, and an office.
3. According to [Section 515-6-2.C.8 Definitions of Use, Standards and Terms](#) the definition of a Boarding House is a building other than a motel or hotel where, for compensation and by pre-arrangement for definite periods, meals or lodgings are provided for three (3) or more persons, but not to exceed twenty (20) persons.
 - a. *The applicant is proposing seven residents to reside in the boarding house. The amenities and bathroom facilities should be enough to accommodate the residents.*
 - b. *The studio apartments have their own kitchen and restroom facilities.*
 - c. *According to the International Property Maintenance Code (IPMC), the minimum bedroom size required to support one occupant is 70 SQFT and two occupants is 100*

SQFT. The applicant proposes that one 84 SQFT bedroom will house one individual and the other three bedrooms will house two individuals each. The rooms with two individuals have 139 SQFT, 140 SQFT, and 194 SQFT of floor area.

4. [Table 515-2-9.1. TN-2 Dimensional Standards – Density, Lot Size, Coverage and Height Standards](#)
 - a. Lot Size (minimum) – 4,000 SQFT
 - b. Front Yard Setback (range) – 0’ – 20’ if Commercial
 - c. Side Yard Setback – 5’/10’ corner
 - d. Rear Yard Setback – 10’
 - i. *The proposed structure meets all setback requirements of the TN-2 District.*
5. [515-4-12.K Off-Street Parking \(Number of Required Spaces\)](#)
 - a. Boarding Houses. At least one (1) parking space per boarding room.
 - i. *The applicant is proposing four rooms which would require a total of four parking spaces.*
 - b. Studio Apartments. One (1) space dwelling unit.
 - i. *The applicant is proposing three studio apartments which would require a total of three parking spaces.*
 - c. *The total number of parking spaces required for the building is seven and the applicant is proposing eight spaces, which meets the minimum requirements.*
6. [Criteria for Granting Conditional Use Permits](#). In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.
 - a. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on Appendix A: Table of Uses.
 - i. *Boarding houses are a conditional use in the TN-2 District. The TN-2 Zoning District is intended to provide for compact, pedestrian-oriented mix of residential and neighborhood-serving commercial uses.*
 - b. The proposed use meets the regulations and standards established in this Ordinance.
 - i. *There are no special standards associated with this use.*
 - c. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
 - i. *The structure will not be dangerous, injurious, or noxious to the surrounding properties.*
 - d. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
 - i. In all Contemporary Neighborhood and Traditional Neighborhood Base Zoning Districts new lots or development shall include landscape plantings as identified in [Table \[515-4-10.2\]](#). A minimum of one deciduous tree shall be planted in the front yard within 10-feet of the front property line, or right-of-way line. Trees retained on site following development can be reduced from the total required plantings.

1. *The proposed lot is a double frontage lot, therefore the total lot width at the right-of-way is (2 x 121 ft) = 242 ft. A total of 1 tree per 25' is required. The lot is required to have a total of 10 trees.*
 2. *This parcel retained existing mature trees after the grading and tree removal project was completed. According to the landscape plan, the applicant is also proposing to plant five additional trees in the front yard. The existing trees and added trees meet the tree planting requirement.*
- e. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
- i. *The proposed use is consistent with the environment and the neighborhood as there are other multi-family residential structures and commercial uses in the neighborhood.*
 - ii. As required by [Section 515-4-2.D.4](#) New buildings constructed in the CC, TN-2, TN-3, ME, and TC Zoning Districts should be consistent with the character of surrounding structures. Typical and permitted materials include: brick, dimensioned stone, or their replicas, rock face block, decorative concrete panels, stone, stucco, wood, glass, or Exterior Finish Installation (EFIS). Material such as metal panels, window trim, flashing, accent features and the like that make up the exterior of a building shall not exceed twenty-five (25) percent.
 1. *The proposed building meets these requirements as there are no proposed metal panels on the structure. The applicant is adjusting the siding pattern and color from the first to second floor to add interest to the character of the building.*
- f. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
- i. *As indicated in the parking calculation section, this site will have the necessary parking spaces and there should not be an increase in traffic congestion within the neighborhood streets.*
- g. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
- i. **Economic Development Goal 1:** Support infill and redevelopment throughout Brainerd as a strategic component of growth.
 1. **Policy 1:** Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.
7. Conditions. In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses.

As of this writing, no one has contacted the Community Development Department with concerns about the Conditional Use Permit application for the boarding house.

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit Amendment for the operation of a boarding house at PID 41040888 with the condition that any additional lighting conforms to the outdoor lighting ordinance.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307

www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

	RESIDENTIAL	COMMERCIAL
CONDITIONAL USE PERMIT	☒ (\$350.00)	☐ (\$500.00 + \$500.00 escrow deposit)
REZONING	☐ (\$350.00)	☐ (\$500.00)
VARIANCE	☐ (\$350.00)	☐ (\$500.00 + \$500.00 escrow deposit)
ZONING TEXT AMENDMENT	☐ (\$250.00)	☐ (\$400.00)

PROPERTY ADDRESS: TBD 3rd Street NW, Brainerd, MN

LEGAL DESCRIPTION: Lot(s): _____ Block: _____ Addition: _____
(attach description if lengthy)

PID # 41040888

Property Owner Name: My Neighbor to Love Coalition

Street Address: P.O. Box 581 City: Nisswa State: MN Zip Code: 56462

Phone Number: 218-821-7875 Fax: _____ E-mail: vicky.j.kinney@yahoo.com

Applicant Name: (If different than Property Owner) Vicky Kinney

Street Address: 8660 Fernmont Rd City: Lake Shore State: MN Zip Code: 56468

Phone Number: 218-821-7875 Fax: _____ E-mail: _____

Description of Request: Amend CUP to allow for 3 studio apartment units and 4 boarding house rooms, an office, meeting, and gathering room with kitchen, and laundry room.

The boarding rooms and two studio apartments will be on the 2nd floor with the 3rd studio on the main level.

Vicky Kinney
Property Owner Signature

2-29-24
Date

Vicky Kinney
(Please print name)

Applicant Signature

Date

(Please print name)

(OVER)

My Neighbor to Love Coalition is requesting an amendment to our Conditional Use Permit to construct a multi-family complex/ boarding house. Our original intent was to construct a health center with a boarding house on the 2nd floor. Due to a potential funding opportunity and the great need for more affordable housing, we want to eliminate the health center and increase the number of housing units. Our current plan is to create a studio apartment on the main floor, along with an office, meeting room, laundry room, and kitchen/living area for resident use. The 2nd floor will contain two additional studio apartments and four boarding rooms with shared bathrooms. The size of the structure would be reduced from a footprint of 40' x 60' to 40' x 45'.

Parking remains the same as does storm water management.

No other amendments are requested.

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Vicky Kinney has submitted a request on behalf of My Neighbor to Love Coalition for a Conditional Use Permit amendment to the original Conditional Use Permit for a redesign of the original boarding house. The original design included a health center on the first floor with boarding house rooms on the second floor. The redesign removes the health center and adds three studio apartments to the building.

The property is legally described as:

Creekside Community Development
Lot 2 Block 1
P.I.N. 41040888
Section 4, Township 133, Range 28

The property is zoned TN-2 (Traditional Neighborhood) District, and Zoning Ordinance Section 515-3 (Allowed Uses) Appendix A: Table of Uses permits the operation of a boarding house as a conditional use in the TN-2 District. A copy of the site plan and architectural documents are on file for review with the Community Development Department.

A Public Hearing to consider this conditional use permit amendment will be conducted by the Brainerd Planning Commission at 6:00 p.m. on Wednesday, March 20, 2024, in the City Council Chambers at 501 Laurel St., Brainerd, MN 56401.

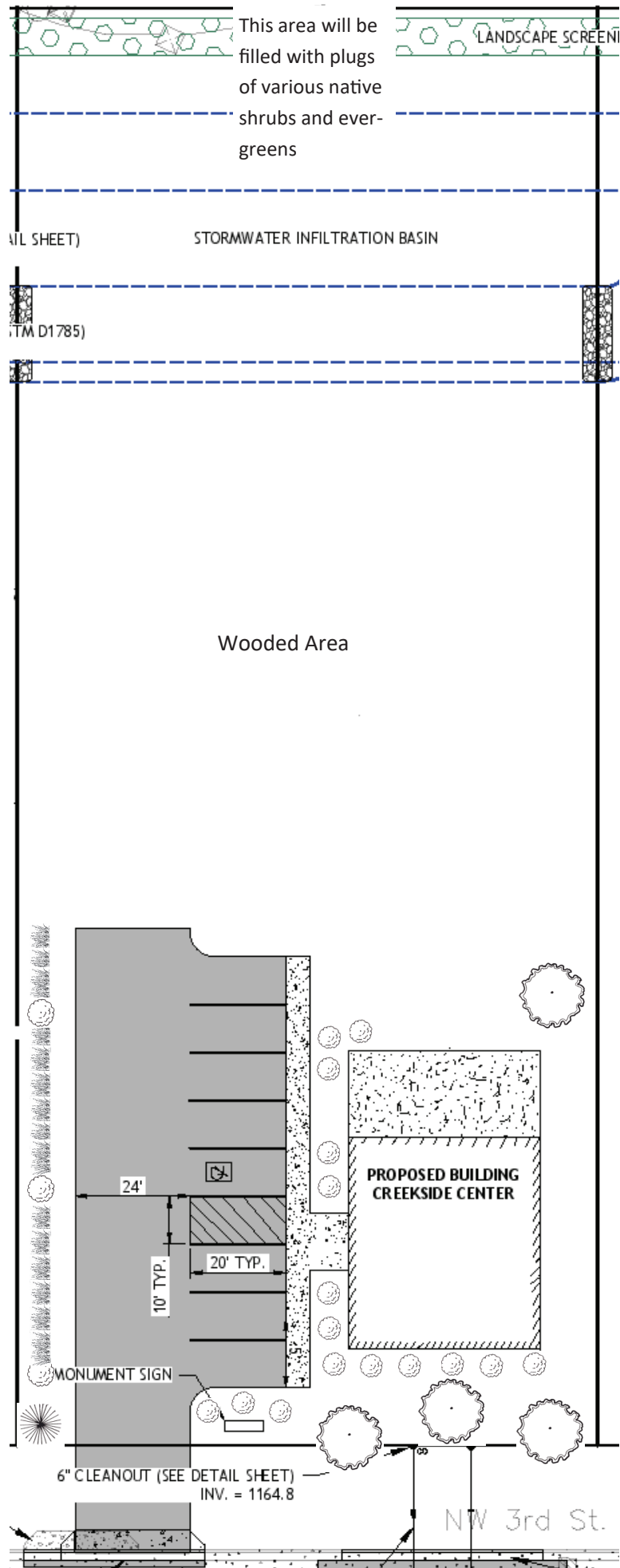
Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 7th day of March, 2024



James L. Kramvik
Community Development Director

Publication Date: March 9th, 2024



- A - Japanese Lilac Tree or Ornamental Crab
- B - Deciduous (see list)
- C - Pine or Spruce
- D - Lilac Bushes
- E - Plugs of pine and native bushes
- F - Grasses (see list)
- G - Various bushes and Perennials (see list)

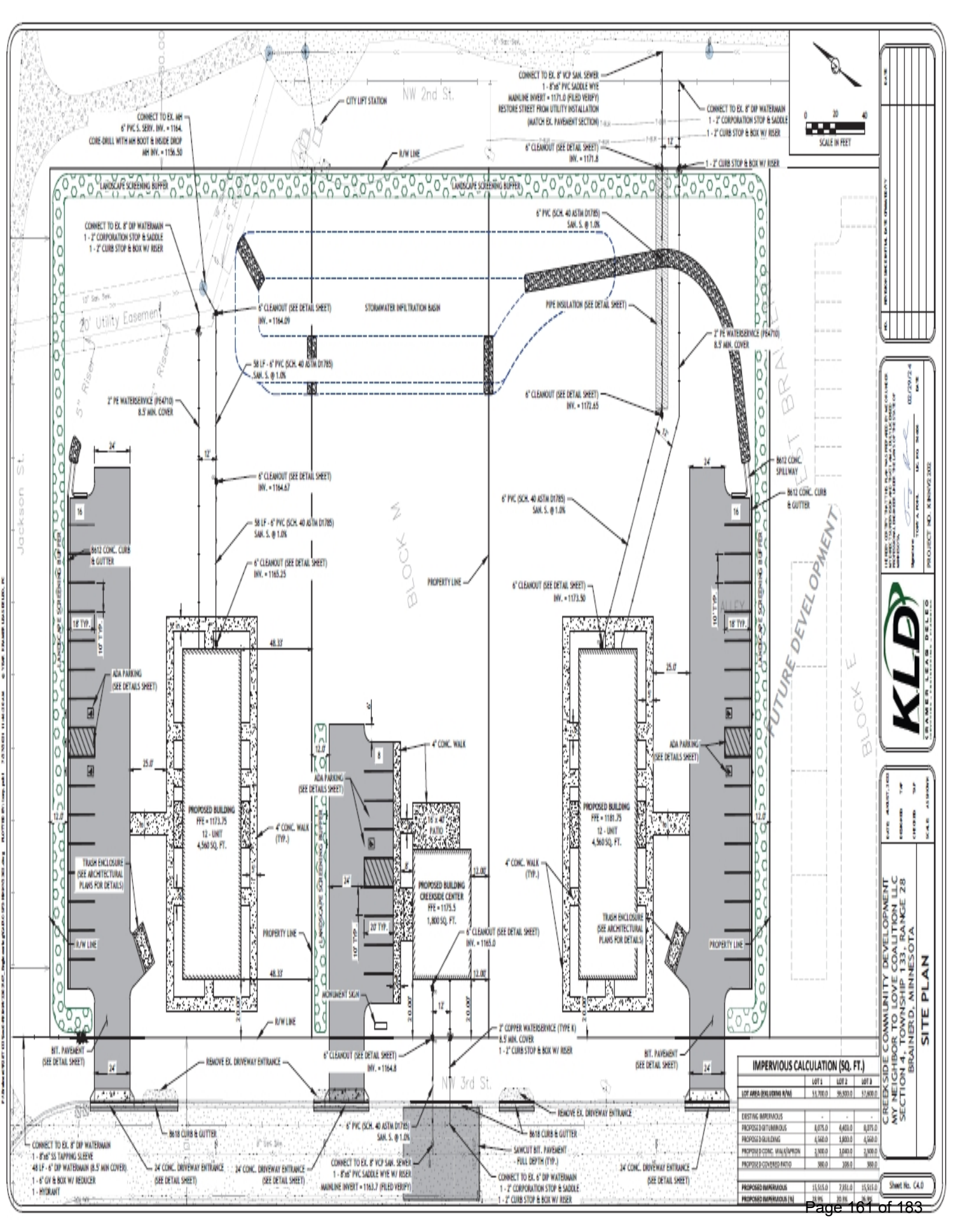
- Deciduous
- Evergreen
- Shrub
- Grasses

Description and Landscaping Plan – Apartment & Boarding House - Mixed Use Building

This building is a two-story 40' x 45' structure and named Creekside Center. There will be 2 studio apartments and 4 boarding rooms with a shared bathroom on the 2nd floor with an additional studio apartment on the main level. The main floor will also contain an office, rest room, and a kitchen and gathering room, laundry room, and meeting room. A live-in housing manager will maintain the Boarding House, apartments, and common areas.

Landscaping Plan – All disturbed areas will be landscaped with either planting beds with mulch and/or rock or leveled and seeded with a bee lawn grass seed mixture.

- Screening along parking lot will contain a row of grasses with 6' high shrubs and bushes such as Lilac, Neonburst Dogwood, or Hydrangea.
- Bushes planted around the building will be a variety of Snowberry, Dogwood, Chokecherry or Firedance Dogwood on the north side; and Alpine Currant, Ninebark, Lilac, Spirea, or Potentilla on the west side and/or fruit bearing bushes.
- Trees - The deciduous tree within 10 feet of the ROW on 3rd Street will be of a variety of either Birch, Flowering Crab, Service Berry, Ohio Buckeye, Elm, or Maple, or other similar canopy type trees. A spruce tree will also be planted if required.



DATE	10/15/2024
BY	WILLIAM B. CRAWFORD, P.E., CIVIL ENGINEER
CHECKED BY	WILLIAM B. CRAWFORD, P.E., CIVIL ENGINEER
DATE	10/15/2024

PROJECT NO.	24-00000
DATE	10/15/2024
BY	WILLIAM B. CRAWFORD, P.E., CIVIL ENGINEER
CHECKED BY	WILLIAM B. CRAWFORD, P.E., CIVIL ENGINEER
DATE	10/15/2024



DATE	10/15/2024
BY	WILLIAM B. CRAWFORD, P.E., CIVIL ENGINEER
CHECKED BY	WILLIAM B. CRAWFORD, P.E., CIVIL ENGINEER
DATE	10/15/2024

DATE	10/15/2024
BY	WILLIAM B. CRAWFORD, P.E., CIVIL ENGINEER
CHECKED BY	WILLIAM B. CRAWFORD, P.E., CIVIL ENGINEER
DATE	10/15/2024

DATE	10/15/2024
BY	WILLIAM B. CRAWFORD, P.E., CIVIL ENGINEER
CHECKED BY	WILLIAM B. CRAWFORD, P.E., CIVIL ENGINEER
DATE	10/15/2024

IMPERVIOUS CALCULATION (SQ. FT.)			
LOT AREA (SQUARE FEET)	LOT 1	LOT 2	LOT 3
EXISTING IMPERVIOUS	0.00	0.00	0.00
PROPOSED IMPERVIOUS	0.00	0.00	0.00
PROPOSED CONC. WALKWAY	0.00	0.00	0.00
PROPOSED CONC. DRIVEWAY	0.00	0.00	0.00
PROPOSED CONC. PATIO	0.00	0.00	0.00
PROPOSED IMPERVIOUS	0.00	0.00	0.00
PROPOSED IMPERVIOUS (%)	0.00	0.00	0.00

Sheet No. C4.0

BRAINERD, MN 56401

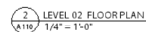
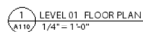
PRINTED: 2/29/2024 2:26:17 PM

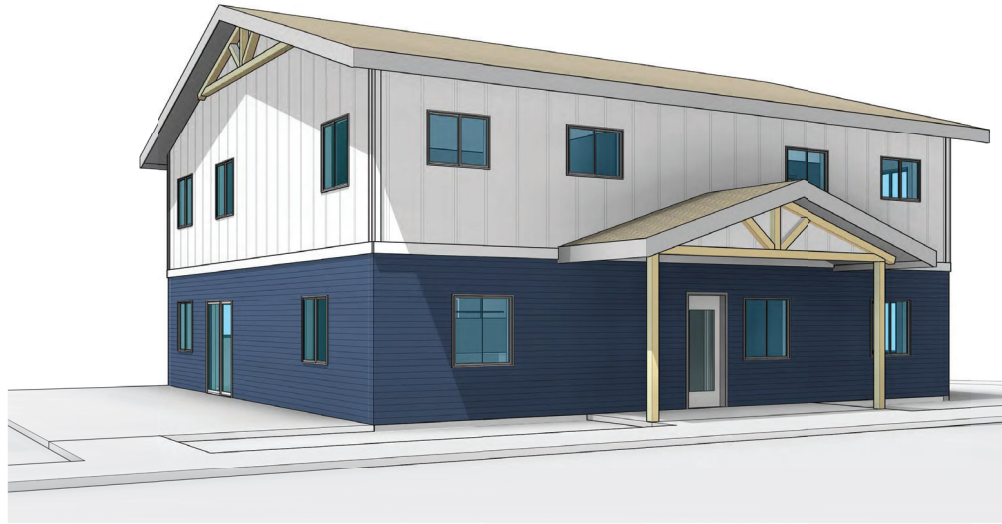
	REGION	DATE
---	--------	------

	REGION	DATE
---	--------	------

REVISION	DATE

A110

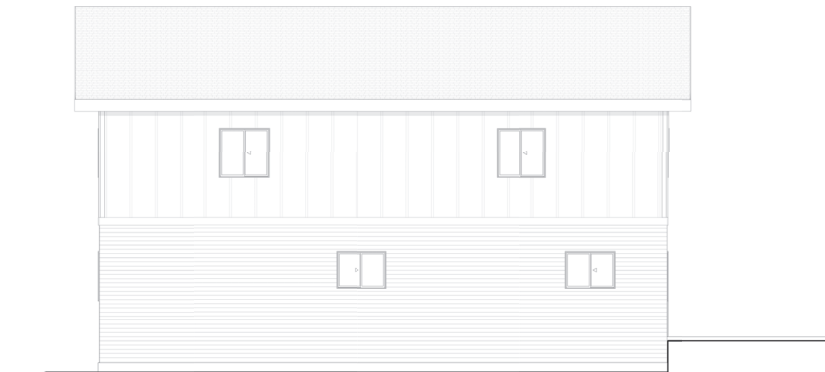




1 NORTH ELEVATION
A300 1/4" = 1'-0"



2 EAST ELEVATION
A300 1/4" = 1'-0"



3 SOUTH ELEVATION
A300 1/4" = 1'-0"



4 WEST ELEVATION
A300 1/4" = 1'-0"

MY NEIGHBOR TO LOVE COALITION - COMMUNITY CENTER

BRainerd, MN 56401

PRELIMINARY

PRINTED: 2/29/2024 2:20:28 PM

PROJECT NUMBER: 4090
ISSUED: 02/29/2024

REVISION	DATE

BUILDING ELEVATIONS

A300



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Consider Interim Use Permit for a Short-Term Rental at 714 S 7th Street

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Mark Reisdorf, on behalf of Mighty Homes LLC, applied for a Short-Term Rental at 714 7th St S, Brainerd. Staff reached out to the property owner in May 2023 after Brainerd Public Utilities (BPU) indicated this property was listed as a rental. After a couple of mailed notices, Mighty Homes LLC completed a rental housing license application in October and a housing inspection was conducted as required. Staff confirmed with the property owner that no one was residing at the residence during this time as the property was under renovation. Staff did not see this property listed as a short-term rental during this time period.

Staff then discovered this property was being advertised as a short-term rental on the Vrbo website and contacted the property owner, as it was operating without an interim use permit. The owner indicated that he was unaware of any other requirements regarding short-term rentals. The applicant has blocked out rental dates through the application process.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission reviewed this application at their March 20th meeting and conducted the public hearing. The motion was moved and seconded by Commissioners Norwood and Stenglein, duly carried, to recommend approval of the interim use permit to operate a short-term rental at 714 7th St S with the listed conditions and a review by the Building Official on the total number of bedrooms listed in its advertisement.

Commissioners Comments: The Planning Commission began to discuss the merits of short-term rental properties in Brainerd and the conversion of single-family homes into short-term rentals. This discussion was related to the need for a new short-term rental ordinance to preserve workforce housing in the community and should not be considered a reason for denial of the permit.

Staff is working with the applicant for final confirmation of a local management agent.

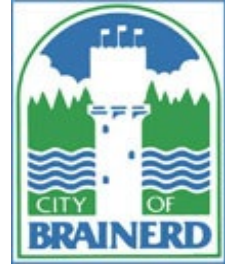
RECOMMENDED ACTION/MOTION:

Approve the Interim Use Permit for one short-term rental unit at 714 7th St S Brainerd, MN 56401 with the following conditions:

- 1) Submission of the local option sales tax form to the Finance Department.
- 2) A local management agent must be provided for staff.
- 3) The Interim Use Permit shall terminate one year after issuance.
- 4) The Building Official shall review the number of legal bedrooms on the property.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: March 20th, 2024

RE: Consider Interim Use Permit for a Short-Term Rental at 714 7th St S

REQUEST

Public Hearing. Interim Use Permit Mark Reisdorf on behalf of Mighty Homes LLC applied for a Short-Term Rental at 714 7th St S Brainerd, MN 56401.

Staff reached out to the property owner in May 2023 after Brainerd Public Utilities (BPU) indicated this property was listed as a rental. After a couple of mailed notices, Mighty Homes LLC completed a rental housing license application in October and a housing inspection was conducted as required.

Staff then discovered this property was being advertised as a short-term rental on the Airbnb website and contacted the property owner as it was operating without an interim use permit. The owner indicated that he was unaware of any other requirements regarding short-term rentals. The applicant has blocked out rental dates through the application process.

CONTEXT

Parcel Numbers: 41240802
Zoning District: Traditional Neighborhood One (TN-1) District
Property Area: 7534.41 SQFT

Adjacent Uses: North: Single Family Dwelling
East: Single Family Dwelling
South: Single Family Dwelling
West: Single Family Dwelling

Adjacent Zoning: North: Traditional Neighborhood One (TN-1) District
East: Traditional Neighborhood One (TN-1) District
South: Traditional Neighborhood One (TN-1) District
West: Traditional Neighborhood One (TN-1) District

AERIAL MAP



FINDINGS OF FACT

1. 714 7th St S St Brainerd, MN 56401 is located in a Traditional Neighborhood One (TN-1) District. The TN-1 District allows short-term rentals as an Interim Use according to Zoning Code [Appendix A: Table of Uses](#).
2. Short-term rentals must comply with the following minimum standards as required by the [Section 515-3-34](#) of the Zoning Code:
 - a. The maximum rental period shall not be more than 28 consecutive nights.
 - b. The permit holder (owner) of a short-term rental must apply for and receive an interim use permit.
 - i. *This application process serves as a fulfillment of this requirement of the interim use permit process.*
 - c. The application for an interim use permit shall include:
 - i. The number of bedrooms with dimensions and all other sleeping accommodations
 1. *The applicant provided sizes of the three (3) bedrooms; bedroom one 216 SQFT, bedroom two 84 SQFT, and bedroom three 270 SQFT.*

- ii. The number of off-street parking spaces available to guests.
 - 1. *The driveway adjacent to the alley is available for parking and provides two large spaces.*
- iii. All accessory structures and outdoor recreational features available for guest use
 - 1. *There are no accessory structures or recreational features available for guest use.*
- iv. A pet, garbage, and noise policy.
 - 1. *The house rules indicate that pets must be approved by the owner and upon a non-refundable fee with a max of 2 pets.*
 - 2. *The house rules note that trash pickup is on Mondays and instructions for disposal provided at the time of occupancy.*
 - 3. *The house rules note all loud noises are prohibited from 10:00 PM to 8:00 AM.*
- v. The permit holder shall post emergency contact information (police, fire, hospital) and show renters the location of fire extinguishers in the short-term rental unit.
 - 1. *These materials are referenced in the rules and available to occupants of the property.*
- d. A permit holder must disclose in writing to their renters the following information regarding property policies and City codes:
 - i. Contact Information. The managing agent or local contact's name, address, and phone number. The agent shall be available 24 hours a day, seven days a week, whenever the property is being rented. Property contact information will always be accessible to the public on the City of Brainerd website.
 - 1. *Staff have indicated that as a condition of approval, a local management agent must be provided for staff. The applicant currently lists himself as the agent and resides in Cottage Grove.*
 - ii. Occupancy. The maximum number of guests allowed at the property.
 - 1. *The applicant requests occupancy of no more than five (5) guests.*
 - iii. Vehicles. The maximum number of vehicles, recreational vehicles, and trailers allowed on the property and where they are to be parked. Parking in a yard that fronts a street as well as along an interior side of a house is required to be on an improved surface. Recreational vehicles shall not be parked in any right-of-way or utility easement. No vehicle or trailer shall be parked on a street more than forty-eight (48) continuous hours.
 - 1. *The applicant did not state a vehicle limit but does have sufficient room for off-street parking for five guests.*
 - iv. Garbage. Garbage and refuse containers shall be placed out for collection no earlier than 6:00 P.M. the day before collection and removed by the end of the day of collection. Garbage shall be placed in

fly tight containers sufficient to receive all garbage which may accumulate between times of collection.

1. *The house rules state garbage collection occurs on Monday's and asks the renters to make sure the bins are securely closed to prevent unwanted mess or odors.*

v. Noise. No person shall, between the hours of 10:00 P.M. and 8:00 A.M., congregate at, or participate in any party or gathering of two or more people from which noise emanates of a sufficient volume to disturb the peace, quiet, or repose of another person.

1. *Quiet hours start at 10:00 PM, which is required by City code. The house rules also indicate that no events, parties, or large gatherings are allowed.*

vi. Pets. No person shall keep, maintain, or otherwise house more than a total of four cats or dogs within any household in the City of Brainerd. It shall be unlawful for any person to allow a dog or cat to run at large and to keep or harbor a dog that habitually barks, yelps, howls, cries, or whimpers to unreasonably disturb the peace and quiet of any person in the vicinity. The owner of any animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.

1. *The property allows for 2 pets which align with City code.*

e. The occupancy of a short-term rental shall be limited to no more than 3 people per bedroom or the occupancy set by the Building Official.

i. *According to [Section 404.4.1 of the Property Maintenance Code](#), every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m²) of floor area for each occupant thereof, whichever is less.*

ii. *Bedroom one is 216 SQFT (3 occupants)*

iii. *Bedroom two is 84 SQFT – However it does not count towards occupancy because it is listed as 6 ft wide by the applicant. Bedrooms are required to be 7' in width.*

iv. *Bedroom three is 270 SQFT (3 occupants)*

v. *Total occupancy allowed based on bedroom size is six guests. The applicant has stated that five guests is the maximum number allowed at the property per house rules.*

f. Rooms used for sleeping shall be provided with egress windows and smoke detectors in locations that comply with the Minnesota State Building Code or the requirements of the Building Department, whichever is stricter.

i. *The bedrooms have been inspected by the Housing Inspector and approved for occupancy.*

g. The short-term rental shall be connected to city sewer and water or an approved septic system. A valid septic system certificate of compliance is required at the time of rental license issuance and annual renewal. A short-term rental shall have a full bathroom (sink, toilet, and tub or shower).

- i. *The short-term rental is connected to the City sewer and water system.*
- h. Additional occupancy by use of recreational vehicles, tents, accessory structures, or fish houses is not permitted.
 - i. *The utilization of recreational vehicles as sleeping space on the premises is prohibited. The applicant has not proposed additional sleeping structures.*
- i. The permit holder shall keep a report detailing use of the short-term rental by recording the full name, address, phone number and vehicle license number of the guest reserving the rental. A copy of the report shall be provided to the Zoning Administrator upon request.
- j. A short-term rental shall be a licensed rental unit by the City and shall meet the requirements of all statutes, rules, regulations, and ordinances including, but not limited to, the City of Brainerd's rental housing maintenance code. Each unit shall be inspected annually by the rental housing inspector and the Fire Marshal.
 - i. *The subject property is a licensed rental and has been inspected by the Housing Inspector and Fire Marshal.*
- k. The Planning Commission may impose conditions that will reduce the impacts of the proposed use on neighboring properties, public services, nearby water bodies, public safety, and safety of renters. Said conditions may include but not be limited to – fencing or vegetative screening, native buffer along the shoreline, noise standards, duration of permit, restrictions as to the docking of watercraft, and number of renters.
- l. A permit holder must post their rental license permit number on all print, poster, or web advertisements.
- m. It is the owner's responsibility to apply for state and local sales tax numbers, including hotel and motel use sales tax. It is the owner's responsibility to contact the Minnesota Department of Health about lodging license requirements.
 - i. *The owner of the property has been made aware of these requirements.*

As of this writing, one person has contacted the Community Development Department regarding the Interim Use Permit application. They asked why this use needed approval by the City and how many others are within City limits. They indicated they do not have any issues with allowing this use.

STAFF RECOMMENDATION

Staff recommends approval of the Interim Use Permit for one short term rental unit at 714 7th St S Brainerd, MN 56401 with the following conditions:

- 1) Submittal of the local option sales tax form to the Finance Department.
- 2) A local management agent must be provided for staff.
- 3) The Interim Use Permit shall terminate one year after issuance.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401
218/828-2309/Fax 218-828-2316

INTERIM USE PERMIT for SHORT-TERM RENTAL

Application Form (residential - \$250.00 / commercial - \$500.00 + \$500.00 escrow deposit)

(This form must be filled out completely before your application will be accepted)

Property Address for this Interim Use Permit: 714 S 7th St. Brainerd, MN 56401

I (We) the undersigned, do hereby respectfully request the Brainerd City Council to grant an Interim Use

Permit to allow the property at 714 S 7th St. as a
short-term rental.

_____ at the property address listed above until the date of _____

Legal Description (attach, if lengthy): Lot _____ Block _____ Addition _____

Property Owner: Mighty Home, LLC

Address: PO Box 391 Cottage Grove MN 55016
(Street) (City) (State) (Zip)

Contact Information #: 612-210-9740
(Home)

612-210-9740
(Business)

(Fax)

Mightyhome.llcb@gmail.com
(E-mail)

Applicant: (if different than Property Owner) _____

Address: _____

(Street)

(City)

(State)

(Zip)

Contact Information #: _____
(Home)

(Business)

(Fax)

(E-mail)

Contact Person: (if different than Property Owner) Mark Reisdorf

Address: PO Box 391 Cottage Grove MN 55016
(Street) (City) (State) (Zip)

Contact Information #: 612-210-9740
(Home)

(Business)

(Fax)

MightyHome.llcb@gmail.com
(E-mail)

This Interim Use Permit may be approved if sufficient facts are presented at the Planning Commission and City Council meetings to support a finding that all of the attached criteria for granting an Interim Use Permit have been met.

Obtaining this *Interim Use Permit* does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, MnDOT access permits, etc.

I (We) certify that I (we) have submitted all the required information to apply for an Interim Use Permit and that the information is factual.

Signed by: Mighty Home LLC Date: 2/9/24
(Property Owner)
Mighty Home LLC
(Property Owner-Please print Name)

(Applicant-If different than owner) Date: _____

(Applicant - Please print name)

Interim Use Permit
Supporting Information

The City Council may approve an Interim Use Permit if all of the "Criteria for Review of Interim Use Permits" are met. In order to facilitate review of this application for an *Interim Use Permit*, the applicant must address each of the "*Criteria*", referred to in Section 515-5-3 of the Zoning Ordinance.

1. **Public Health/Safety/Welfare.** The *Planning Commission* and the *City Council* shall review each application for the purpose of determining that each proposed use meets the following criteria referenced to in Section 515-5-2 and in addition, shall find adequate evidence that each use in its proposed location will address the following:
- (a) The proposed use conforms to the district and conditional use provisions and all general regulations of this Ordinance.
 - (b) The proposed use meets all special standards which may apply to its class of conditional uses as set forth in this section.
 - (c) The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
 - (d) The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
 - (e) The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
 - (f) The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood.
 - (g) The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.

(con't)

House Rules

01

NO SMOKING

Allowed outdoors only. Cigarette butts must be extinguished and disposed of.

02

NO PETS

MUST BE APPROVED and a \$250 non-refundable fee paid. Additional pet fee of \$150, max of 2 pets.

03

REGISTERED GUESTS

Only guests included in the reservation are permitted to stay overnight. Additional guests must be approved by the host.

04

OCCUPANCY

The number of guests allowed is 5. Exceeding this limit may result in additional charges or eviction.

05

NO PARTIES

No events, parties, or large gatherings allowed.

Check-In

CHECK-IN TIME AT 4:00 PM

The keypad located on the front door will prompt you to verify the lit numbers before entering the host-provided code.



Check-Out

CHECK-OUT TIME AT 11:00 AM

Upon departure, please make sure you have gone through our check-out list, turn-off all the lights, and lock the door.

IMPORTANT

GARBAGE/ RECYCLING

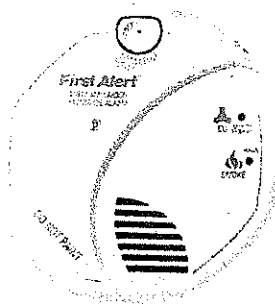
Pick-up day is Mondays. Please ensure that all trash is placed in the provided bins. The garbage cans are located in the back by the alley. Kindly make sure that the bins are securely closed to prevent any unwanted mess or odors. Your cooperation in this matter is greatly appreciated!

NOISE

Please be respectful of neighbors. Quiet hours from 10:00 PM - 8:00 AM.

SAFETY

- Fire Extinguisher is located under the sink in the kitchen
- Carbon monoxide detector - on all three levels of house
- Fire alarm - in every bedroom and three on main level
- First Aid Kit is in kitchen island next to the window, inside the right drawer





About the house

Nestled within the heart of Brainerd MN, this charming downtown cottage exudes a timeless allure. With three snug bedrooms and one and a half bathrooms, it offers a perfect blend of comfort and functionality. The living room, adorned with warm hues invites one to unwind in its cozy embrace. The kitchen, though petite in size, surprises with its efficient use of space, creating an atmosphere that feels both intimate and surprisingly spacious. Sunlight filters through the windows, casting a gentle glow, creating an ambiance that is both inviting and comforting. This cottage, though small in stature, holds a wealth of character, making it a true gem in the heart of Brainerd.

CONTACT INFORMATION

☎ 952-200-4709, TEXTING ONLY
✉ mightyhome.llc6@gmail.com

EMERGENCY INFORMATION

Hospital: 523 N 3rd St, Brainerd, MN 56401
Police: 225 E River Rd, Brainerd, MN 56401

$$1 \quad 12 \times 18$$

$$1 \quad 6 \times 14$$

$$1 \quad 15 \times 18$$

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given Mark Reisdorf, on behalf of Mighty Home LLC, has submitted an Interim Use Permit application to operate a short-term rental at 714 7th St. S Brainerd.

The property included in this application is described as:

*TOWN OF BRAINERD & FIRST ADDITION TO BRAINERD
LOTS 5 AND 6 BLOCK 187
P.I.N. 41240802
Section 24, Township 45, Range 31*

The property is zoned TN-1 (Traditional Neighborhood One) District. [Appendix A: Table of Uses](#) of the Zoning Code requires an Interim Use Permit for the operation of a short-term rental in a TN-1 District as regulated by Section 515-3-34 Short-Term Rentals. Information on the proposed short-term rental is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, March 20, 2024 in the Brainerd City Hall Council Chambers, 501 Laurel Street, to consider the Interim Use Permit.

Any individual needing special accommodation or more information about this request, please call (218) 828-2307.

Dated this 7th day of March, 2024



James L. Kramvik
Community Development Director

Publication Date: March 9th, 2024



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Approve Letter of Opposition to the Minnesota Senate Housing and Homeless Prevention Committee's Bill to Bypass Local Government Zoning Regulations

AGENDA: Main

ACTION REQUESTED: Discussion Item

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Staff has drafted a letter of opposition to the newly proposed “Missing Middle” bill that would limit local governments' zoning authority, specifically on residential development. As the Coalition of Greater MN Cities states, “the bill as proposed attempts to address the desperate need for more housing everywhere in the state by slapping handcuffs on local governments, rather than focusing on real solutions to the housing crisis.” The bill would force cities to allow 2 to 8-unit housing in most neighborhoods regardless of neighborhood characteristics or available infrastructure. The latest revised version of the bill did reduce it to allow only up to 4-units in single family districts. In addition to imposing a minimum number of units on a single lot, the bill also:

1. Restricts minimum lot sizes
2. Allows an owner to subdivide a lot by right
3. Sets allowable building heights in some instances
4. Restricts cities from establishing design or material standards
5. Requires cities to allow multifamily housing in commercial areas
6. Sets maximum parking standards

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Coalition of Greater MN Cities recommends that cities should tell their story and reach out to their state representatives. Staff has drafted a one-page letter discussing what Brainerd has done to remedy the housing crisis and how this bill would be detrimental to the community.

RECOMMENDED ACTION/MOTION: Direct staff to make any necessary changes and approve the letter.

FINANCIAL IMPACT: N/A

April 1, 2024

Dear

The City of Brainerd opposes the “Missing Middle” bill that was recently heard by the Senate Housing and Homeless Prevention Committee. This bill would be detrimental to local governments as it takes on a “one-size-fits-all” approach. Communities in Greater Minnesota differ greatly when it comes to residential development trends and neighborhood characteristics. The City of Brainerd recently updated our comprehensive plan in 2021 to provide high-quality, year-round recreation, a strong workforce, and a variety of life experiences that support a welcoming place to live, work, play, stay, and learn for all. The comprehensive plan is the City’s guiding document that clearly defines the need for additional housing, a problem that all cities in Minnesota face.

A few important principles outlined in our comprehensive plan include:

1. Promote the development and redevelopment of housing for a range of densities, types, and price points.
2. Celebrate the unique qualities, attributes, and identities of Brainerd’s neighborhoods.

The City of Brainerd certainly recognizes the challenges municipalities face in promoting new residential development and understands the link between additional housing and economic development. Our commercial and industrial businesses cannot grow and thrive without additional workforce housing. The comprehensive plan continues to guide the City and in 2021, Brainerd undertook an ambitious overhaul of our zoning code that promotes housing density. The City no longer has R-1 Single-Family Zoning and has expanded areas for multifamily development. Our historic neighborhoods now allow up to four units if it fits the property size and the characteristics of the neighborhood. This change has had a positive impact on Brainerd’s infill development since the new Zoning Code was adopted two years ago. A “one size fits all” approach does not consider the characteristics of a community or the ability of a neighborhood to handle an increased demand on utility infrastructure.

The greatest challenge facing developers in greater Minnesota is the ability to fund a project. Inflation, infrastructure, material costs, and rent prices all factor into a proposed project and makes development more difficult in greater Minnesota. The Brainerd City Council has recently approved a TIF District for a multifamily workforce housing project and Tax Abatement for a large senior living project. The City continues to promote housing through incentives and changes to our zoning code and strongly opposes the “Missing Middle” bill that would remove local government control and decisions for common sense development that both fits the characteristics of our community and accounts for current utility infrastructure.

Thank you for your consideration and service to Brainerd and the Brainerd Lakes area. Please do not hesitate to call or e-mail if you have any further questions.

Sincerely,

DAVE BADEAUX
Mayor

NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: April 1, 2024

TITLE OF ITEM: Consider Revising the Employee Policy Manual

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jeff Czczok, Councilmember

DEPARTMENT: Administration

PRESENTER: Jeff Czczok, Councilmember

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE: See Mr. Czczok's attached email.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION:

FINANCIAL IMPACT:

From: [Jeff Czczok](#)
To: [Nick Broyles](#)
Cc: [Kris Schubert](#)
Subject: Agenda Request April 1, 2024
Date: Wednesday, March 27, 2024 1:46:22 PM

Hi Nick,

I'm requesting my notes below be included on the main council agenda for the April 1, 2024 City Council meeting.

Thanks much, Jeff

In the spirit of easing tensions between many of the staff, commission members and council members, I am asking the Council to consider amending the employee policy as it relates to the structure of the interview group assigned to interview and recommend the position of the Public Utilities Director.

Specifically, the make-up of the group that interviews and recommends the position of the Public Utilities Director.

Public Utilities Commission dollars are used to cover the expense of the consultant that will begin the search for the new hire.

PUC members have a minority of representation on the make-up of the current group according to policy.

Considering the public utilities structure and the specific hierarchy such as the director, finance manager, numerous department heads, etc, this Department of the City of Brainerd and the appointed positions on the Commission should be given better opportunity to determine whom it is they will be directing as it is quite unique in relationship to any other other department in the city.

Considering the high level of recent restructuring, having more representation on the group or amending the group to a different make-up would serve to increase overall employee and Commission morale at the BPU.

Council has only one member on the current group.

Elected members should have more representation on the group for the purpose of a position of such high importance.

City staff is overly represented on current group with 3 members.

The make-up of the group was appropriate when it was initially structured for the purposes of determining job descriptions.

We represent the people of the city as elected and appointed officials and should play a more significant role in interviewing the important position of the Public Utilities Director.

A few suggested options:

1. 2 PUC members, 2 CC members and City Administrator - no public involved.
2. 2 PUC members, 3 CC members and City Administrator - no public involved as long as no 2 CC members serve on same standing committee.

Mayor Badeaux could also be involved in above 2 options.

I do not favor the make-up of having 3 council members either with the Mayor or not as I've indicated my displeasure with this previously. I would however be agreeable if this is what the majority of the council would agree to.

3. All 8 elected officials - the interviews would be a open/public process.
4. A quorum or more of the Public Utilities Commission - the interviews would be a open/public process.

City Administrator could also be involved in the above 2 options.

We are not required to amend the current employee policy as we can simply deviate from the current policy with a majority vote if amending the policy is not favorable at this time.

Anything we can do to make the process of hiring a new public Utilities Director more amenable to everyone would be in the best interest of the City of Brainerd.

Thank you.