



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, August 19, 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: 2493 497 7314

Personnel and Finance Committee was held the 8/14 at 11:00 am

Safety and Public Works Committee at 7:00 PM - Meeting Access Code: 2497 038 6698

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

1. **Call To Order**

2. **Roll Call**

___J. Czeczok ___M. O'Day ___K. Stunek ___K. Terry___T. Stenglein ___G. Johnson ___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 Tobacco License submitted by Limos Etc. DBA Risky Business, 326 Washington Street - Contingent upon approvals**

6. **Presentations**

A. **2025 Park Board Budget**

7. **Council Committee Reports**

A. **Safety & Public Works Committee**

1. Award Police Department Exterior Repairs Project Bid
2. Award Imp 24-06 - Laurel Street Bridge Repair Project Bid
3. Award South Brainerd Resurfacing Engineering Services Proposal
4. Discuss South Brainerd Alley Resurfacing Scope
5. Approve Buffalo Hills Gully Amended Contract Amount and SEH Amendment
6. Approve MnDNR Ash Tree Grant Agreement
7. Direction on Active Code Enforcement Cases

B. Personnel & Finance Committee

1. Accept Retirement of Water Plant Operator Daniel Bourassa
2. Accept the Resignation of Lineworker Dallas Moorhouse
3. Ratify Hiring Jake Sipper for Street Maintenance I Position
4. Approve Reclassification of Jessie Dehn to City Engineer
5. Discussion of Preliminary 2025 Debt Levy

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)
Park Board - 1 term (Expire 2026)
Transportation Advisory Committee- 2 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. Request from Brainerd Public Utilities to Convert Parking Stalls in the City Hall Parking Lot to Electric Vehicle Charging Stalls**

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 31 (Public Utilities)**
 - B. **Adjourn to the City Council Budget Workshop on August 26th at 6:00 pm in the City Council Chambers**

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"

08/14/2024 08:09 AM

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 07/01/2024 - 07/31/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0041 - ANDERSON BROTHERS CONSTRU:							
21:17 - FINAL 83705	ANDERSON BROTHERS CONSTRU 21:17 LUM PARK FINAL 401-9030-45530-21:17	07/17/2024 pziemer	07/25/2024	12,227.38	0.00	Paid	Y 07/25/2024
	CAPITAL-PYMTS TO CONTRACTS			12,227.38			
	Total for vendor 0041 - ANDERSON BROTHERS CONSTRU:			12,227.38	0.00		
Vendor 2969 - ARTSPACE BRAINERD LIMITED PARTNERSH:							
7/25/2024 83718	ARTSPACE BRAINERD LIMITED PARTNERSH REMITTANCE OF TIF PAYMENT DUE 8/1/24 277-6517-46602	07/22/2024 pziemer	07/25/2024	7,122.20	0.00	Paid	Y 07/25/2024
	REPAYMENT - LOAN			7,122.20			
	Total for vendor 2969 - ARTSPACE BRAINERD LIMITED PARTNERSH:			7,122.20	0.00		
Vendor 2740 - AT&T MOBILITY:							
X07032024/FD 83461	AT&T MOBILITY ACCT 287312856222 FIRE DEPT 225-2220-43321	06/25/2024 pziemer	07/10/2024	344.07	0.00	Paid	Y 07/10/2024
	TELEPHONE			344.07			
X07032024/PD 83508	AT&T MOBILITY ACCT 287287520356 POLICE DEPT 225-2120-43309	06/25/2024 pziemer	07/10/2024	2,138.43	0.00	Paid	Y 07/10/2024
	COMPUTER TECHNICAL SUPPORT			802.83			
	TELEPHONE			1,335.60			
X07032024/ADMIN 83514	AT&T MOBILITY ACCT 287292136423 5/26-6/25 ADMIN P 101-1400-43321	06/25/2024 pziemer	07/10/2024	99.48	0.00	Paid	Y 07/10/2024
	TELEPHONE			99.48			
X07032024/CDD 83515	AT&T MOBILITY ACCT 287292136423 5/26-6/25 COM DEV 101-2400-43321	06/25/2024 pziemer	07/10/2024	149.22	0.00	Paid	Y 07/10/2024
	TELEPHONE			149.22			
X07032024/TRANSIT 83516	AT&T MOBILITY ACCT 287292136423 5/26-6/25 TRANSIT 203-9000-43321	06/25/2024 pziemer	07/10/2024	49.74	0.00	Paid	Y 07/10/2024
	TELEPHONE			49.74			
X07032024/HR 83517	AT&T MOBILITY ACCT 287292136423 5/26-6/25 HR PHONE 101-1400-43321	06/25/2024 pziemer	07/10/2024	49.74	0.00	Paid	Y 07/10/2024
	TELEPHONE			49.74			

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X07032024/ENG							
83518	AT&T MOBILITY	06/25/2024	07/10/2024	275.42	0.00	Paid	Y
	ACCT 287292136423 5/26-6/25 ENG PHONpziemer						07/10/2024
	101-1700-43321 TELEPHONE			275.42			
X07032024/IT							
83519	AT&T MOBILITY	06/25/2024	07/10/2024	175.94	0.00	Paid	Y
	IT PHONES ACCT 287292136423 5/26-6/2pziemer						07/10/2024
	101-1800-43321 TELEPHONE			175.94			
X07032024/PARKS							
83520	AT&T MOBILITY	06/25/2024	07/10/2024	246.43	0.00	Paid	Y
	ACCT 287292136423 5/26-6/25 PARKS DEpziemer						07/10/2024
	230-5200-43321 TELEPHONE			208.20			
	230-5204-42210 OPERATING SUPPLIES			38.23			
X07032024/STRTS							
83521	AT&T MOBILITY	06/25/2024	07/10/2024	209.14	0.00	Paid	Y
	ACCT 287292136423 5/26-6/25 STREET Ipziemer						07/10/2024
	235-3100-43321 TELEPHONE			87.97			
	237-3190-43321 TELEPHONE			121.17			
	Total for vendor 2740 - AT&T MOBILITY:			3,737.61	0.00		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
JUN 14/PARKS							
83707	BRAINERD PUBLIC UTILITIES	07/01/2024	07/25/2024	11,949.10	0.00	Paid	Y
	5/24/24-6/24/24 PARKS UTILITIES pziemer						07/25/2024
	230-5200-43381 BPU UTILITIES			11,166.32			
	230-5280-43380 UTILITIES			782.78			
JUN 24/LIB							
83708	BRAINERD PUBLIC UTILITIES	07/01/2024	07/25/2024	1,638.03	0.00	Paid	Y
	5/24/24-6/24/24 LIBRARY UTILITIES pziemer						07/25/2024
	211-5500-43381 BPU UTILITIES			1,638.03			
JUN 24/FD							
83709	BRAINERD PUBLIC UTILITIES	07/01/2024	07/25/2024	1,682.86	0.00	Paid	Y
	5/24/24-6/24/24 FIRE DEPT UTILITIES pziemer						07/25/2024
	225-2220-43381 BPU UTILITIES			1,682.86			
JUN 24/PD							
83710	BRAINERD PUBLIC UTILITIES	07/01/2024	07/25/2024	4,065.13	0.00	Paid	Y
	5/24/24-6/24/24 POLICE DEPT UTILITIESpziemer						07/25/2024
	225-2120-43381 BPU UTILITIES			4,065.13			
JUN 24/CITY							
83711	BRAINERD PUBLIC UTILITIES	07/01/2024	07/25/2024	2,440.82	0.00	Paid	Y
	5/24/24-6/24/24 CITY UTILITIES pziemer						07/25/2024
	101-1940-43381 BPU UTILITIES			2,212.26			
	101-9200-43381 BPU UTILITIES			139.62			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	236-3180-43381	BPU UTILITIES		37.50			
	401-1003-43380	UTILITIES		51.44			
JUN 24/STREETS							
83712	BRAINERD PUBLIC UTILITIES	07/01/2024	07/25/2024	23,895.70	0.00	Paid	Y
	5/24/24-6/24/24 STREET DEPT UTILITIES	pziemer					07/25/2024
	235-3100-43381	BPU UTILITIES		23,234.65			
	230-5200-43381	BPU UTILITIES		661.05			
JUL 24 COBRA							
83734	BRAINERD PUBLIC UTILITIES	07/15/2024	07/25/2024	75.55	0.00	Paid	Y
	REMIT JUL 24 COBRA	pziemer					07/25/2024
	101-0000-20850	DUE TO COMPONENT UNIT		75.55			
JUL 24 SPECIALS							
83752	BRAINERD PUBLIC UTILITIES	07/22/2024	07/25/2024	6,545.64	0.00	Paid	Y
	REMIT JUL 2024 SPECIAL ASSESSMENTS	pziemer					07/25/2024
	101-0000-20850	DUE TO COMPONENT UNIT		6,545.64			
5/1/23 LOAN PAYOFF							
83753	BRAINERD PUBLIC UTILITIES	07/22/2024	07/25/2024	910,490.00	0.00	Paid	Y
	LOAN PAYMENT PAY-OFF	pziemer					07/25/2024
	101-0000-20900	ADVANCE FROM OTHER FUNDS		892,589.00			
	101-9200-46611	INTEREST PAYMENTS		17,901.00			
INV22380							
83775	BRAINERD PUBLIC UTILITIES	07/16/2024	07/25/2024	347.50	0.00	Paid	Y
	JUL 24 LNL - BIG JAYS/SUPPLIES	pziemer					07/25/2024
	278-6515-43430	MISCELLANEOUS		347.50			
	Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:			963,130.33	0.00		
Vendor 1343 - CHARTER COMMUNICATIONS:							
175587701062124							
83509	CHARTER COMMUNICATIONS	06/21/2024	07/10/2024	46.85	0.00	Paid	Y
	PD BUSINESS TV 6/30-7/29	pziemer					07/10/2024
	225-2120-43380	UTILITIES		46.85			
0280094071224							
83706	CHARTER COMMUNICATIONS	07/12/2024	07/25/2024	124.98	0.00	Paid	Y
	REDUNDANT INTERNET 7/12/24-8/11/24	pziemer					07/25/2024
	101-1800-43321	TELEPHONE		124.98			
	Total for vendor 1343 - CHARTER COMMUNICATIONS:			171.83	0.00		
Vendor 0125 - CONSOLIDATED TELEPHONE CO:							
21419496							
83695	CONSOLIDATED TELEPHONE CO	07/12/2024	07/19/2024	209.95	0.00	Paid	Y
	7/12/24-8/11/24 CAMPGROUND INTERNET	pziemer					07/19/2024
	230-5280-43321	TELEPHONE		209.95			

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21410521/CH 83696	CONSOLIDATED TELEPHONE CO 7/12/24-8/11/24 CITY HALL PHONE/INTE 101-1940-43321	07/12/2024 pziemer	07/19/2024	54.10 54.10	0.00	Paid	Y 07/19/2024
21410521/PD 83697	CONSOLIDATED TELEPHONE CO 7/12/24-8/11/24 POLICE DEPT PHONE/INTE 225-2120-43321 225-2120-43309	07/12/2024 pziemer	07/19/2024	144.86 94.86 50.00	0.00	Paid	Y 07/19/2024
21410521/FD 83698	CONSOLIDATED TELEPHONE CO 7/12/24-8/11/24 FIRE DEPT PHONE/INTE 225-2220-43321	07/12/2024 pziemer	07/19/2024	100.00 100.00	0.00	Paid	Y 07/19/2024
21410521/STRTS 83699	CONSOLIDATED TELEPHONE CO 7/12/24-8/11/24 STREET DEPT 235-3100-43321	07/12/2024 pziemer	07/19/2024	115.37 115.37	0.00	Paid	Y 07/19/2024
21410521/IT 83701	CONSOLIDATED TELEPHONE CO CTC IT INTERNET 7/12/24-8/11/24 101-1800-43321	07/12/2024 pziemer	07/19/2024	541.00 541.00	0.00	Paid	Y 07/19/2024
Total for vendor 0125 - CONSOLIDATED TELEPHONE CO:				1,165.28	0.00		
Vendor 2970 - DLP INVESTMENTS, LLC:							
7/25/24 83715	DLP INVESTMENTS, LLC REMITTANCE OF TIP PAYMENT DUE 8/1/24 274-6505-46602	07/22/2024 pziemer	07/25/2024	8,630.94 8,630.94	0.00	Paid	Y 07/25/2024
Total for vendor 2970 - DLP INVESTMENTS, LLC:				8,630.94	0.00		
Vendor 2742 - DVS:							
7/29/24 83932	DVS MN 100CLUB "FIRE" LICENSE PLATES X8 225-2220-42210	07/29/2024 pziemer	07/30/2024	24.00 24.00	0.00	Paid	Y 07/30/2024
Total for vendor 2742 - DVS:				24.00	0.00		
Vendor 3107 - LUNCH BOX PROPERTIES LLC:							
7/25/2024 83714	LUNCH BOX PROPERTIES LLC REMITTANCE OF TIF PAYMENT DUE 8/1/24 281-6514-46602	07/22/2024 pziemer	07/25/2024	826.67 826.67	0.00	Paid	Y 07/25/2024

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Total for vendor 3107 - LUNCH BOX PROPERTIES LLC:				826.67	0.00		
Vendor 0243 - MARCO FINANCING:							
533189924 83693	MARCO FINANCING PD COPIER LEASE 225-2120-43331	07/08/2024 pziemer	07/19/2024	796.96	0.00	Paid	Y 07/19/2024
LEASED PAYMENTS				796.96			
Total for vendor 0243 - MARCO FINANCING:				796.96	0.00		
Vendor MISC - MY NEIGHBOR TO LOVE COALITION:							
41040801 83719	MY NEIGHBOR TO LOVE COALITION PARCEL 41040801 OVERPAYMENT 305-0000-20300	07/22/2024 pziemer	07/25/2024	964.64	0.00	Paid	Y 07/25/2024
DUE TO TAX PAYER (ASSMENTTS)				964.64			
Total for vendor MISC - MY NEIGHBOR TO LOVE COALITION:				964.64	0.00		
Vendor 2972 - PENTEX MANAGEMENT:							
7/25/2024 83716	PENTEX MANAGEMENT REMITTANCE OF TIF PAYMENT DUE 8/1/24 283-6506-46602	07/22/2024 pziemer	07/25/2024	35.19	0.00	Paid	Y 07/25/2024
REPAYMENT-LOAN				35.19			
Total for vendor 2972 - PENTEX MANAGEMENT:				35.19	0.00		
Vendor MISC - R J PROPERTIES OF BRAINERD LLC:							
41340528 83720	R J PROPERTIES OF BRAINERD LLC REFUND DOUBLE PAYOFF MADE 401-0000-20300	07/22/2024 pziemer	07/25/2024	712.84	0.00	Paid	Y 07/25/2024
DUE TO TAX PAYER (ASSMENTTS)				712.84			
41340527 83721	R J PROPERTIES OF BRAINERD LLC REFUND DOUBLE PAYOFF MADE 401-0000-20300	07/22/2024 pziemer	07/25/2024	712.84	0.00	Paid	Y 07/25/2024
DUE TO TAX PAYER (ASSMENTTS)				712.84			
41340525 83722	R J PROPERTIES OF BRAINERD LLC REFUND DOUBLE PAYOFF MADE 401-0000-20300	07/22/2024 pziemer	07/25/2024	712.84	0.00	Paid	Y 07/25/2024
DUE TO TAX PAYER (ASSMENTTS)				712.84			
41340524 83723	R J PROPERTIES OF BRAINERD LLC REFUND DOUBLE PAYOFF MADE 401-0000-20300	07/22/2024 pziemer	07/25/2024	712.84	0.00	Paid	Y 07/25/2024
DUE TO TAX PAYER (ASSMENTTS)				712.84			
Total for vendor MISC - R J PROPERTIES OF BRAINERD LLC:				2,851.36	0.00		

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 3576 - SUSO 2 BRAINERD LP:							
7/25/2024 83713	SUSO 2 BRAINERD LP	07/22/2024	07/25/2024	113,332.92	0.00	Paid	Y 07/25/2024
	REMITTANCE OF TIF PAYMENT DUE 8/1/24 pziemer						
	293-6512-46602	REPAYMENT - LOAN		113,332.92			
	Total for vendor 3576 - SUSO 2 BRAINERD LP:			113,332.92	0.00		

Vendor 1600 - TIMBERLAND TOWNHOMES OF BRD LP:

7/25/24 83717	TIMBERLAND TOWNHOMES OF BRD LP	07/22/2024	07/25/2024	7,192.11	0.00	Paid	Y 07/25/2024
	REMITTANCE OF TIF PAYMENT DUE 8/1/24 pziemer						
	292-6503-46602	REPAYMENT - LOAN		7,192.11			
	Total for vendor 1600 - TIMBERLAND TOWNHOMES OF BRD LP:			7,192.11	0.00		

Vendor 0329 - TOMS BACKHOE SERVICE INC:

21:15 PAY REQ 6 83580	TOMS BACKHOE SERVICE INC	07/05/2024	07/10/2024	153,143.80	0.00	Paid	Y 07/10/2024
	21:15 BUFFALO HILLS GULLY THROUGH 7/5pziemer						
	401-9030-45530-21:15	CAPITAL-PYMTS TO CONTRACTS		153,143.80			
	Total for vendor 0329 - TOMS BACKHOE SERVICE INC:			153,143.80	0.00		

Vendor 2659 - U.S. BANK CORP - ACH:

2606509 83754	U.S. BANK CORP - ACH	07/01/2024	07/25/2024	335,114.77	0.00	Paid	Y 07/25/2024
	MN GO BONDS 2015A, 2015B, 2020A, 2021pziemer						
	101-0000-14100	DUE FROM COMPONENT UNIT		2,081.25			
	315-7940-46611	INTEREST PAYMENTS		900.00			
	320-7100-46611	INTEREST PAYMENTS		550.00			
	303-7200-46611	INTEREST PAYMENTS		10,400.00			
	310-7850-46611	INTEREST PAYMENTS		8,000.00			
	307-7600-46611	INTEREST PAYMENTS		9,800.00			
	101-0000-14100	DUE FROM COMPONENT UNIT		72,210.00			
	305-7610-46611	INTEREST PAYMENTS		28,922.50			
	101-0000-14100	DUE FROM COMPONENT UNIT		18,150.00			
	237-3190-46611	INTEREST PAYMENTS		3,675.00			
	302-7700-46611	INTEREST PAYMENTS		5,025.00			
	101-0000-14100	DUE FROM COMPONENT UNIT		36,886.46			
	101-0000-14100	DUE FROM COMPONENT UNIT		62,191.64			
	306-7500-46611	INTEREST PAYMENTS		76,322.92			
	Total for vendor 2659 - U.S. BANK CORP - ACH:			335,114.77	0.00		

Vendor 0344 - WASTE PARTNERS INC:

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45X00273 83694	WASTE PARTNERS INC MAY 24 LIBRARY WASTE REMOVAL 211-5500-43380	07/01/2024 pziemer	07/19/2024	102.83	0.00	Paid	Y 07/19/2024
	UTILITIES			102.83			
	Total for vendor 0344 - WASTE PARTNERS INC:			102.83	0.00		

Vendor 3914 - WATSON COMPANY:

141898 83702	WATSON COMPANY MMP CONCESSIONS - CANDY/FREEZER 230-5204-42210	07/01/2024 pziemer	07/19/2024	404.02	0.00	Paid	Y 07/19/2024
	OPERATING SUPPLIES			404.02			
142261 83703	WATSON COMPANY MMP CONCESSIONS - CANDY/FREEZER 230-5204-42210	07/01/2024 pziemer	07/19/2024	571.65	0.00	Paid	Y 07/19/2024
	OPERATING SUPPLIES			571.65			
142558 83704	WATSON COMPANY MMP CONCESSIONS - PRETZEL/SPONGEBOB 230-5204-42210	07/01/2024 pziemer	07/19/2024	255.68	0.00	Paid	Y 07/19/2024
	OPERATING SUPPLIES			255.68			
	Total for vendor 3914 - WATSON COMPANY:			1,231.35	0.00		

# of Invoices:	48	# Due:	0	Totals:	1,611,802.17	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					1,611,802.17	0.00

--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	191,519.35
101-0000-20850	DUE TO COMPONENT UNIT	6,621.19
101-0000-20900	ADVANCE FROM OTHER FUNDS	892,589.00
101-1400-43321	TELEPHONE	149.22
101-1700-43321	TELEPHONE	275.42
101-1800-43321	TELEPHONE	841.92
101-1940-43321	TELEPHONE	54.10
101-1940-43381	BPU UTILITIES	2,212.26
101-2400-43321	TELEPHONE	149.22
101-9200-43381	BPU UTILITIES	139.62
101-9200-46611	INTEREST PAYMENTS	17,901.00
203-9000-43321	TELEPHONE	49.74
211-5500-43380	UTILITIES	102.83
211-5500-43381	BPU UTILITIES	1,638.03
225-2120-43309	COMPUTER TECHNICAL SUPPORT	852.83
225-2120-43321	TELEPHONE	1,430.46
225-2120-43331	LEASED PAYMENTS	796.96
225-2120-43380	UTILITIES	46.85
225-2120-43381	BPU UTILITIES	4,065.13
225-2220-42210	OPERATING SUPPLIES	24.00

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
225-2220-43321	TELEPHONE			444.07			
225-2220-43381	BPU UTILITIES			1,682.86			
230-5200-43321	TELEPHONE			208.20			
230-5200-43381	BPU UTILITIES			11,827.37			
230-5204-42210	OPERATING SUPPLIES			1,269.58			
230-5280-43321	TELEPHONE			209.95			
230-5280-43380	UTILITIES			782.78			
235-3100-43321	TELEPHONE			203.34			
235-3100-43381	BPU UTILITIES			23,234.65			
236-3180-43381	BPU UTILITIES			37.50			
237-3190-43321	TELEPHONE			121.17			
237-3190-46611	INTEREST PAYMENTS			3,675.00			
274-6505-46602	REPAYMENT - LOAN			8,630.94			
277-6517-46602	REPAYMENT - LOAN			7,122.20			
278-6515-43430	MISCELLANEOUS			347.50			
281-6514-46602	REPAYMENT - LOAN			826.67			
283-6506-46602	REPAYMENT-LOAN			35.19			
292-6503-46602	REPAYMENT - LOAN			7,192.11			
293-6512-46602	REPAYMENT - LOAN			113,332.92			
302-7700-46611	INTEREST PAYMENTS			5,025.00			
303-7200-46611	INTEREST PAYMENTS			10,400.00			
305-0000-20300	DUE TO TAX PAYER (ASSMENTTS)			964.64			
305-7610-46611	INTEREST PAYMENTS			28,922.50			
306-7500-46611	INTEREST PAYMENTS			76,322.92			
307-7600-46611	INTEREST PAYMENTS			9,800.00			
310-7850-46611	INTEREST PAYMENTS			8,000.00			
315-7940-46611	INTEREST PAYMENTS			900.00			
320-7100-46611	INTEREST PAYMENTS			550.00			
401-0000-20300	DUE TO TAX PAYER (ASSMENTTS)			2,851.36			
401-1003-43380	UTILITIES			51.44			
401-9030-45530-21:15	CAPITAL-PYMTS TO CONTRACTS			153,143.80			
401-9030-45530-21:17	CAPITAL-PYMTS TO CONTRACTS			12,227.38			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			1,112,452.30	0.00		
	203 - TRANSIT FUND			49.74	0.00		
	211 - LIBRARY FUND			1,740.86	0.00		
	225 - PUBLIC SAFETY FUND			9,343.16	0.00		
	230 - PARK & RECREATION FUND			14,297.88	0.00		
	235 - STREET & SEWER FUND			23,437.99	0.00		
	236 - PARKING LOT FUND			37.50	0.00		
	237 - SANITARY SEWER FUND			3,796.17	0.00		
	274 - ROYAL TIRE TIF			8,630.94	0.00		
	277 - ARTSPACE TIF FUND			7,122.20	0.00		
	278 - HEALTHY EMPLOYE INITIATIVE			347.50	0.00		
	281 - JIMMY JOHN'S TIF			826.67	0.00		
	283 - TACO JOHN'S TIF FUND			35.19	0.00		
	292 - TIMBERLAND TWNHMS TIF			7,192.11	0.00		
	293 - BRAINERD MALL TIF FUND			113,332.92	0.00		
	302 - SINKING 302 18A GO			5,025.00	0.00		
	303 - 2020A TAX ABATEMENT BONDS			10,400.00	0.00		
	305 - 2021A DEBT SERVICE FUND			29,887.14	0.00		
	306 - 2023A DEBT SERVICE FUND			76,322.92	0.00		
	307 - 2020A GO IMPR BONDS			9,800.00	0.00		
	310 - SINKING EQUIP CERTIFICATES			8,000.00	0.00		
	315 - SINKING 315 15A GO FUND			900.00	0.00		
	320 - SINKING 320 2015B GO			550.00	0.00		
	401 - CONSTRUCTION FUND			168,273.98	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			1,094,545.54	0.00		
	1003 - 10:03 DWNTWN MAIN CNTRACT			51.44	0.00		
	1400 - ADMINISTRATION			149.22	0.00		
	1700 - ENGINEERING			275.42	0.00		
	1800 - IT/GIS			841.92	0.00		
	1940 - CITY HALL			2,266.36	0.00		
	2120 - POLICE DEPARTMENT			7,192.23	0.00		
	2220 - FIRE DEPARTMENT			2,150.93	0.00		
	2400 - COMMUNITY DEVL/INSPECTION			149.22	0.00		
	3100 - S & S MAINTENANCE			23,437.99	0.00		
	3180 - PARKING LOTS EXPENSE			37.50	0.00		
	3190 - SANITARY SEWER EXPENSE			3,796.17	0.00		
	5200 - PARK MAIN/ADMINISTRATION			12,035.57	0.00		
	5204 - CONCESSIONS			1,269.58	0.00		
	5280 - CAMPGROUND			992.73	0.00		
	5500 - LIBRARY-BUDGETED			1,740.86	0.00		

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY DEPT/ACTIVITY ---							
	6503 - TIMBERLAND TWNHMS TIF			7,192.11	0.00		
	6505 - ROYAL TIRE TIF			8,630.94	0.00		
	6506 - TACO JOHN'S TIF			35.19	0.00		
	6512 - BRAINERD MALL TIF			113,332.92	0.00		
	6514 - JIMMY JOHN'S TIF			826.67	0.00		
	6515 - HEALTHY EMPLOYE INITIATIVE			347.50	0.00		
	6517 - ARTSPACE TIF FUND			7,122.20	0.00		
	7100 - SINKING 156A GO			550.00	0.00		
	7200 - SINKING 04A GO			10,400.00	0.00		
	7500 - 2023A IMP BONDS			76,322.92	0.00		
	7600 - 2020A GO IMPR BONDS			9,800.00	0.00		
	7610 - 2021A GO IMPR BONDS			28,922.50	0.00		
	7700 - SINKING 302 GO 18A			5,025.00	0.00		
	7850 - SINKING EQUIP CERTIFICATE			8,000.00	0.00		
	7940 - SINKING 15A GO FUND			900.00	0.00		
	9000 - TRANSIT FUND			49.74	0.00		
	9030 - CONSTRUCTION PROJ-MISC			165,371.18	0.00		
	9200 - CITY-WIDE			18,040.62	0.00		

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 0011 - ACE HARDWARE:							
326222/1							
84062	ACE HARDWARE	08/06/2024	08/21/2024	21.56	21.56	Open	N
	KWP - GRAY SPRAYPAINT PRIMER	pziemer					08/21/2024
230-5200-42220	REPAIR & MAINT			21.56			
326106/1							
84066	ACE HARDWARE	08/01/2024	08/21/2024	33.16	33.16	Open	N
	FASTENERS	pziemer					08/21/2024
230-5200-42220	REPAIR & MAINT			33.16			
326141/1							
84075	ACE HARDWARE	08/02/2024	08/21/2024	7.99	7.99	Open	N
	FILLER CAP	pziemer					08/21/2024
230-5200-42220	REPAIR & MAINT			7.99			
326227/1							
84077	ACE HARDWARE	08/06/2024	08/21/2024	17.99	17.99	Open	N
	PROPANE EXCHANGE - CRACK SEALING	pziemer					08/21/2024
235-3100-42220	REPAIR & MAINT			17.99			
326268/1							
84081	ACE HARDWARE	08/08/2024	08/21/2024	28.75	28.75	Open	N
	KWP - SPRAYPAINT	pziemer					08/21/2024
230-5200-42220	REPAIR & MAINT			28.75			
326217/1							
84099	ACE HARDWARE	08/06/2024	08/21/2024	13.48	13.48	Open	N
	BRAINERD NIGHT OUT SUPPLIES	pziemer					08/21/2024
225-2120-43305	CRIME PREVENTION PROGRAM			13.48			
326314/1							
84117	ACE HARDWARE	08/09/2024	08/21/2024	4.99	4.99	Open	N
	FASTENERS	pziemer					08/21/2024
230-5200-42220	REPAIR & MAINT			4.99			
0011							
84122	ACE HARDWARE	08/09/2024	08/21/2024	17.99	17.99	Open	N
	CRACK SEALING PROPANE EXCHANGE	pziemer					08/21/2024
235-3100-42220	REPAIR & MAINT			17.99			
326318/1							
84123	ACE HARDWARE	08/09/2024	08/21/2024	2.00	2.00	Open	N
	LIGHTER	pziemer					08/21/2024
225-2120-42240	SMALL TOOLS			2.00			
326295/1							
84131	ACE HARDWARE	08/09/2024	08/21/2024	18.15	18.15	Open	N
	FASTENERS	pziemer					08/21/2024
230-5200-42220	REPAIR & MAINT			18.15			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
326352/1							
84142	ACE HARDWARE	08/12/2024	08/21/2024	25.97	25.97	Open	N
	CITY PIT - NO TRESPASSING LETTERS	pziemer					08/21/2024
	235-3100-42220 REPAIR & MAINT			25.97			
326407/1							
84167	ACE HARDWARE	08/14/2024	08/21/2024	264.99	264.99	Open	N
	HANDHELD BLOWER	pziemer					08/21/2024
	230-5200-42240 SMALL TOOLS			264.99			
326399/1							
84170	ACE HARDWARE	08/13/2024	08/21/2024	17.99	17.99	Open	N
	20LB PROPANE TANK - CRACK SEALING	pziemer					08/21/2024
	235-3100-42220 REPAIR & MAINT			17.99			
326369/1							
84189	ACE HARDWARE	08/13/2024	08/21/2024	5.38	5.38	Open	N
	HEX KEY	pziemer					08/21/2024
	225-2220-42210 OPERATING SUPPLIES			5.38			
	Total for vendor 0011 - ACE HARDWARE:			480.39	480.39		

Vendor 2902 - ADVANCE AUTO PARTS:

6574422086871							
84078	ADVANCE AUTO PARTS	08/07/2024	08/21/2024	24.71	24.71	Open	N
	LEATHER GLOVES	pziemer					08/21/2024
	235-3100-42210 OPERATING SUPPLIES			24.71			
6574422286920							
84140	ADVANCE AUTO PARTS	08/09/2024	08/21/2024	25.09	25.09	Open	N
	NEW GARBAGE TRUCK BUILDOUT	pziemer					08/21/2024
	230-5200-42220 REPAIR & MAINT			25.09			
6574422523154							
84165	ADVANCE AUTO PARTS	08/12/2024	08/21/2024	12.67	12.67	Open	N
	BUNGEE STRAPS FOR ELECTION BINS	pziemer					08/21/2024
	235-3100-42220 REPAIR & MAINT			12.67			
6574422887071							
84197	ADVANCE AUTO PARTS	08/15/2024	08/21/2024	337.65	337.65	Open	N
	TRUCK 108 BATTERIES	pziemer					08/21/2024
	235-3100-42220 REPAIR & MAINT			337.65			
	Total for vendor 2902 - ADVANCE AUTO PARTS:			400.12	400.12		

Vendor MISC - AHNICKA PEREZ KRUEGER:

24-0004805							
84109	AHNICKA PEREZ KRUEGER	08/05/2024	08/21/2024	316.08	316.08	Open	N
	REFUND - EVENT CANCELLED	pziemer					08/21/2024
	225-2120-36299 MISCELLANEOUS REVENUE (NONTAX)			316.08			
	Total for vendor MISC - AHNICKA PEREZ KRUEGER:			316.08	316.08		

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Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 0533 - ALLEGRA:							
96283 84100	ALLEGRA PD ENVELOPES	07/24/2024 pziemer	08/21/2024	496.32	496.32	Open	N 08/21/2024
225-2120-42200	OFFICE SUPPLIES			496.32			
Total for vendor 0533 - ALLEGRA:				496.32	496.32		
Vendor 2670 - AMERICAN STEEL SUPPLY INC:							
121883 84132	AMERICAN STEEL SUPPLY INC KWP MERRY-GO-ROUND REPAIRS	08/05/2024 pziemer	08/21/2024	175.50	175.50	Open	N 08/21/2024
230-5200-42220	REPAIR & MAINT			175.50			
121950 84138	AMERICAN STEEL SUPPLY INC NEW GARBAGE TRUCK BUILDOUT	08/08/2024 pziemer	08/21/2024	166.17	166.17	Open	N 08/21/2024
230-5200-42220	REPAIR & MAINT			166.17			
121832 84139	AMERICAN STEEL SUPPLY INC NEW GARBAGE TRUCK BUILDOUT	07/31/2024 pziemer	08/21/2024	296.60	296.60	Open	N 08/21/2024
230-5200-42220	REPAIR & MAINT			296.60			
Total for vendor 2670 - AMERICAN STEEL SUPPLY INC:				638.27	638.27		
Vendor 2846 - AMERICAN WELDING-GAS INC:							
0010286177 84053	AMERICAN WELDING-GAS INC WELDING GAS CYLINDER RENTAL	07/31/2024 pziemer	08/21/2024	84.85	84.85	Open	N 08/21/2024
235-3100-43410	RENTAL EXPENSE			84.85			
0010298190 84079	AMERICAN WELDING-GAS INC LEATHER GLOVES	08/07/2024 pziemer	08/21/2024	20.51	20.51	Open	N 08/21/2024
235-3100-42210	OPERATING SUPPLIES			20.51			
Total for vendor 2846 - AMERICAN WELDING-GAS INC:				105.36	105.36		
Vendor 3343 - ARROW MANAGEMENT:							
33219 84128	ARROW MANAGEMENT ABATEMENTS X3: 1306 OAK, 1201 NORWOOL	07/01/2024 pziemer	08/21/2024	225.00	225.00	Open	N 08/21/2024
101-2400-43405	NUISANCES			75.00			
101-2400-43405	NUISANCES			75.00			
101-2400-43405	NUISANCES			75.00			
Total for vendor 3343 - ARROW MANAGEMENT:				225.00	225.00		
Vendor 2838 - AXON ENTERPRISE, INC.:							

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	GL Distribution GRANT						
INUS269569							
84043	AXON ENTERPRISE, INC.	08/01/2024	08/21/2024	31,413.84	31,413.84	Open	N
	BWC BUNDLE AND LICENSING	pziemer					08/21/2024
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		10,471.28			
	225-0000-15510	PREPAID OTHER		20,942.56			
	Total for vendor 2838 - AXON ENTERPRISE, INC.:			31,413.84	31,413.84		
Vendor 0745 - BATTERIES PLUS:							
P74918876							
84101	BATTERIES PLUS	08/07/2024	08/21/2024	47.96	47.96	Open	N
	BATTERIES	pziemer					08/21/2024
	225-2120-42210	OPERATING SUPPLIES		47.96			
	Total for vendor 0745 - BATTERIES PLUS:			47.96	47.96		
Vendor 3966 - BLUE SKY TRANSIT:							
73124							
84198	BLUE SKY TRANSIT	08/01/2024	08/21/2024	94,438.72	94,438.72	Open	N
	JUL 24 3RD PARTY SERVICES	pziemer					08/21/2024
	203-9000-43401	VEHICLE REPAIRS		12,147.91			
	203-9000-43440	TRANSIT SERVICE CONTRACT PY		82,290.81			
	Total for vendor 3966 - BLUE SKY TRANSIT:			94,438.72	94,438.72		
Vendor 3120 - BOLTON & MENK:							
0341780							
84150	BOLTON & MENK	07/31/2024	08/21/2024	5,482.50	5,482.50	Open	N
	24:06 LAUREL ST BRIDGE REHAB	pziemer					08/21/2024
	401-9030-43300-24:06	PROFESSIONAL SERVICES		5,482.50			
	Total for vendor 3120 - BOLTON & MENK:			5,482.50	5,482.50		
Vendor 4076 - BOSER, BRITTNEY:							
8/9/24							
84154	BOSER, BRITTNEY	08/09/2024	08/21/2024	44.22	44.22	Open	N
	REIMB MILEAGE - MPELRA SUMMER CONFERENCE	pziemer					08/21/2024
	101-1400-43300	PROFESSIONAL SERVICES		44.22			
	Total for vendor 4076 - BOSER, BRITTNEY:			44.22	44.22		
Vendor 0206 - BRAINERD HOUSING AUTHORITY:							
2ND QTR 2024							
84082	BRAINERD HOUSING AUTHORITY	08/05/2024	08/21/2024	1,330.97	1,330.97	Open	N
	SCDP SE BRD 2ND QTR 24 ADMIN COSTS	pziemer					08/21/2024
	202-6323-43300	SE BRD - ADMINISTRATIVE EXPENSE		1,330.97			
	Total for vendor 0206 - BRAINERD HOUSING AUTHORITY:			1,330.97	1,330.97		

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GL Distribution GRANT							
Vendor 0077 - BRAINERD HYDRAULICS/AIR:							
31865							
84056	BRAINERD HYDRAULICS/AIR	07/01/2024	08/21/2024	592.64	592.64	Open	N
	MOTOR AND PARTS	pziemer					08/21/2024
230-5200-42220	REPAIR & MAINT			592.64			
32561							
84102	BRAINERD HYDRAULICS/AIR	08/01/2024	08/21/2024	145.00	145.00	Open	N
	TZD MESSAGE TRAILER REPAIRS	pziemer					08/21/2024
225-2120-43430	B-LAKEZ T MISCELLANEOUS			145.00			
Total for vendor 0077 - BRAINERD HYDRAULICS/AIR:				737.64	737.64		
Vendor 0079 - BRAINERD LICENSE OFFICE:							
SQD 430 2024							
84124	BRAINERD LICENSE OFFICE	08/09/2024	08/21/2024	16.25	16.25	Open	N
	SQD 430 MN REGISTRATION RENEWAL	pziemer					08/21/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			16.25			
Total for vendor 0079 - BRAINERD LICENSE OFFICE:				16.25	16.25		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
8/13/24							
84164	BRAINERD PUBLIC UTILITIES	08/13/2024	08/21/2024	140,677.20	140,677.20	Open	N
	REMIT LOST THRU 8/13/24	pziemer					08/21/2024
251-9360-43467	REMIT LOCAL SALES TAX COLLECT			140,677.20			
Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:				140,677.20	140,677.20		
Vendor 4209 - CALLTOWER:							
202075043							
84049	CALLTOWER	08/01/2024	08/21/2024	349.13	349.13	Open	N
	CALLTOWER 8/1/24-8/31/24	pziemer					08/21/2024
101-1800-43321	TELEPHONE			349.13			
Total for vendor 4209 - CALLTOWER:				349.13	349.13		
Vendor 0447 - CDW GOVERNMENT, INC:							
SN57449							
84155	CDW GOVERNMENT, INC	07/29/2024	08/21/2024	259.44	259.44	Open	N
	CISCO PHONE X1	pziemer					08/21/2024
101-1800-43309	COMPUTER SUPPORT			259.44			
SQ80603							
84156	CDW GOVERNMENT, INC	08/02/2024	08/21/2024	24.00	24.00	Open	N
	QTY 2 ACROBAT STANDARD	pziemer					08/21/2024
101-1800-43309	COMPUTER SUPPORT			24.00			
Total for vendor 0447 - CDW GOVERNMENT, INC:				283.44	283.44		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
Vendor 4301 - CENTRAL LAKES FERTILIZING:							
203							
84051	CENTRAL LAKES FERTILIZING	08/04/2024	08/21/2024	3,400.00	3,400.00	Open	N
	SUMMER FERTILIZER APPLICATIONS	pziemer					08/21/2024
400-9050-45530	CAPITAL - OTHER			3,400.00			
	Total for vendor 4301 - CENTRAL LAKES FERTILIZING:			3,400.00	3,400.00		
Vendor 1742 - CGMC:							
CGMC 2024-25							
84196	CGMC	08/01/2024	08/21/2024	33,101.00	33,101.00	Open	N
	2024-25 CGMC GENERAL ASSESSMENT	pziemer					08/21/2024
101-9200-43430	MISCELLANEOUS			33,101.00			
	Total for vendor 1742 - CGMC:			33,101.00	33,101.00		
Vendor 4269 - COLUMN SOFTWARE:							
425BB603-0051							
84061	COLUMN SOFTWARE	07/19/2024	08/21/2024	38.18	38.18	Open	N
	NOH: PROP ORDINANCE - GARAGES	pziemer					08/21/2024
101-2400-43350	PRINTING/LEGAL PUBLICATION			38.18			
425BB603-0048							
84116	COLUMN SOFTWARE	08/10/2024	08/21/2024	421.28	421.28	Open	N
	RFB: LAUREL ST BRIDGE REPAIR	pziemer					08/21/2024
401-9030-43350-24:06	LEGAL PUBLICATIONS			421.28			
425BB603-0053							
84185	COLUMN SOFTWARE	08/06/2024	08/21/2024	98.78	98.78	Open	N
	NOH: ORD 1570 TEMP LIQUOR UPDATE	pziemer					08/21/2024
101-9200-43350	LEGAL PUBLICATIONS			98.78			
425BB603-0054							
84186	COLUMN SOFTWARE	08/06/2024	08/21/2024	298.03	298.03	Open	N
	NOH: ORD 1571 CAMPING IN PUBLIC 8-10-	pziemer					08/21/2024
101-9200-43350	LEGAL PUBLICATIONS			298.03			
425BB603-0055							
84187	COLUMN SOFTWARE	08/07/2024	08/21/2024	31.03	31.03	Open	N
	NPH: PROP ORD - OUTDOOR STORAGE 8-10-	pziemer					08/21/2024
101-2400-43350	PRINTING/LEGAL PUBLICATION			31.03			
425BB603-0056							
84188	COLUMN SOFTWARE	08/07/2024	08/21/2024	0.00	0.00	Void	N
	NOH: CUP - YMCA PLAYGROUND 8-10-24	pziemer					08/21/2024
101-2400-43350	PRINTING/LEGAL PUBLICATION			46.42			
425BB603-0056.							
84191	COLUMN SOFTWARE	08/07/2024	08/21/2024	46.42	46.42	Open	N
	NOH: CUP - YMCA PLAYGROUND 8-10-24	pziemer					08/21/2024
101-2400-43350	PRINTING/LEGAL PUBLICATION			46.42			
	Total for vendor 4269 - COLUMN SOFTWARE:			933.72	933.72		

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0122 - COMMUNITY ACTION:							
AUG 2024							
84113	COMMUNITY ACTION AUG 24 LVY PAYMENT	08/09/2024 pziemer	08/21/2024	8,054.38	8,054.38	Open	N 08/21/2024
101-9200-43460	REMIT COMMUNITY ACTION LEVY			8,054.38			
Total for vendor 0122 - COMMUNITY ACTION:				8,054.38	8,054.38		
Vendor 0125 - CONSOLIDATED TELEPHONE CO:							
21437595							
84137	CONSOLIDATED TELEPHONE CO 8/12-9/11 CAMPGROUND	08/12/2024 pziemer	08/21/2024	209.95	209.95	Open	N 08/21/2024
230-5280-43321	TELEPHONE			209.95			
21424824							
84141	CONSOLIDATED TELEPHONE CO 8/12-9/11 AIRPORT PHONE SERVICE/RENT	08/12/2024 pziemer	08/21/2024	557.67	557.67	Open	N 08/21/2024
260-9020-43321	TELEPHONE			557.67			
21431461/IT							
84157	CONSOLIDATED TELEPHONE CO 8/12/24-9/11/24 IT PHONES/INTERNET	08/12/2024 pziemer	08/21/2024	541.00	541.00	Open	N 08/21/2024
101-1800-43321	TELEPHONE			541.00			
21431461/CH							
84158	CONSOLIDATED TELEPHONE CO 8/12/24-9/11/24 CITY HALL PHONES	08/12/2024 pziemer	08/21/2024	55.42	55.42	Open	N 08/21/2024
101-1940-43321	TELEPHONE			55.42			
21431461/PD							
84159	CONSOLIDATED TELEPHONE CO 8/12/24-9/11/24 POLICE DEPT PHONES	08/12/2024 pziemer	08/21/2024	144.75	144.75	Open	N 08/21/2024
225-2120-43321	TELEPHONE			94.75			
225-2120-43309	COMPUTER TECHNICAL SUPPORT			50.00			
21431461/FD							
84160	CONSOLIDATED TELEPHONE CO 8/12/24-9/11/24	08/12/2024 pziemer	08/21/2024	100.00	100.00	Open	N 08/21/2024
225-2220-43321	TELEPHONE			100.00			
21431461/STRTS							
84161	CONSOLIDATED TELEPHONE CO 8/12/24-9/11/24 STREET DEPT	08/12/2024 pziemer	08/21/2024	114.06	114.06	Open	N 08/21/2024
235-3100-43321	TELEPHONE			114.06			
21431461/AIRPORT							
84162	CONSOLIDATED TELEPHONE CO 8/12/24-9/11/24 AIRPORT SPEC. CIRCUIT	08/12/2024 pziemer	08/21/2024	141.62	141.62	Open	N 08/21/2024
260-9020-43321	TELEPHONE			141.62			
Total for vendor 0125 - CONSOLIDATED TELEPHONE CO:				1,864.47	1,864.47		

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 0135 - CWC TREASURER:							
7283/LIB							
84040	CWC TREASURER	08/01/2024	08/21/2024	675.00	675.00	Open	N
	AUG 24 SHARED SERVICES - LIBRARY	pziemer					08/21/2024
211-5500-43300	PROFESSIONAL SERVICES			675.00			
7283/CH							
84041	CWC TREASURER	08/01/2024	08/21/2024	7,975.00	7,975.00	Open	N
	AUG 24 SHARED SERVICES - CITY HALL	pziemer					08/21/2024
101-9200-43300	PROFESSIONAL SERVICES			7,975.00			
Total for vendor 0135 - CWC TREASURER:				8,650.00	8,650.00		
Vendor 3954 - DALLMAN SIGNS & GRAPHICS:							
862							
84181	DALLMAN SIGNS & GRAPHICS	08/14/2024	08/21/2024	1,247.73	1,247.73	Open	N
	SQD 415 - NEW SQUAD BUILD	pziemer					08/21/2024
400-9050-45530	CAPITAL - OTHER			1,247.73			
Total for vendor 3954 - DALLMAN SIGNS & GRAPHICS:				1,247.73	1,247.73		
Vendor 1573 - DELL MARKETING LP:							
10764743269							
84086	DELL MARKETING LP	08/07/2024	08/21/2024	804.96	804.96	Open	N
	MONITORS QTY 4	pziemer					08/21/2024
101-1800-42210	OPERATING SUPPLIES			804.96			
10765194947							
84118	DELL MARKETING LP	08/09/2024	08/21/2024	50.87	50.87	Open	N
	DELL ADAPTER	pziemer					08/21/2024
101-1800-43309	COMPUTER SUPPORT			50.87			
Total for vendor 1573 - DELL MARKETING LP:				855.83	855.83		
Vendor 0162 - DIAMOND VOGEL PAINT:							
813169381							
84171	DIAMOND VOGEL PAINT	07/30/2024	08/21/2024	2,062.50	2,062.50	Open	N
	WHITE STREET PAINT	pziemer					08/21/2024
235-3170-42210	OPERATING SUPPLIES			2,062.50			
Total for vendor 0162 - DIAMOND VOGEL PAINT:				2,062.50	2,062.50		
Vendor 2527 - DIGITAL INK DESIGN & GRAPHICS:							
35707							
84083	DIGITAL INK DESIGN & GRAPHICS	07/31/2024	08/21/2024	1,215.00	1,215.00	Open	N
	BUS 240 - WRAP	pziemer					08/21/2024
203-9000-42210	OPERATING SUPPLIES			1,215.00			
Total for vendor 2527 - DIGITAL INK DESIGN & GRAPHICS:				1,215.00	1,215.00		

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
Vendor 3080 - DOUCETTE'S LANDSCAPING & CONTRACTIN:							
11063							
84060	DOUCETTE'S LANDSCAPING & CONTRACTIN	07/31/2024	08/21/2024	49,685.00	49,685.00	Open	N
	2024 TREES X77	pziemer					08/21/2024
	400-9050-45530	CAPITAL - OTHER		49,685.00			
	Total for vendor 3080 - DOUCETTE'S LANDSCAPING & CONTRACTIN:			49,685.00	49,685.00		

Vendor 1286 - EAST SIDE OIL COMPANY:

R112729							
84085	EAST SIDE OIL COMPANY	08/07/2024	08/21/2024	50.00	50.00	Open	N
	SFIL - FILTERS	pziemer					08/21/2024
	227-3230-43428	USED OIL RECYCLING EXPENSE		50.00			
	Total for vendor 1286 - EAST SIDE OIL COMPANY:			50.00	50.00		

Vendor 3574 - ESO SOLUTIONS, INC.:

ESO-145518							
84146	ESO SOLUTIONS, INC.	07/31/2024	08/21/2024	295.90	295.90	Open	N
	FIRE DATA API - 8/30/24-8/29/25	pziemer					08/21/2024
	225-2220-43309	COMPUTER TECHNICAL SUPPORT		295.90			
	Total for vendor 3574 - ESO SOLUTIONS, INC.:			295.90	295.90		

Vendor 0170 - FASTENAL COMPANY:

MNBAX269171							
84042	FASTENAL COMPANY	08/01/2024	08/21/2024	157.60	157.60	Open	N
	18IN SAFETY CONES - PAINT CREW	pziemer					08/21/2024
	235-3170-42210	OPERATING SUPPLIES		157.60			
	Total for vendor 0170 - FASTENAL COMPANY:			157.60	157.60		

Vendor 4154 - FLAHERTY & HOOD, P.A.:

21705							
84184	FLAHERTY & HOOD, P.A.	08/14/2024	08/21/2024	887.50	887.50	Open	N
	LABOR NEGOTIATIONS/HR COMPENSATION	pziemer					08/21/2024
	101-9200-43300	PROFESSIONAL SERVICES		887.50			
	Total for vendor 4154 - FLAHERTY & HOOD, P.A.:			887.50	887.50		

Vendor 3402 - FLEETPRIDE:

119136951							
84195	FLEETPRIDE	08/15/2024	08/21/2024	32.69	32.69	Open	N
	SWEEPER 111 MIRROR, TRUCK 108 BATTER\pziemer						08/21/2024
	235-3100-42220	REPAIR & MAINT		32.69			
	Total for vendor 3402 - FLEETPRIDE:			32.69	32.69		

Vendor 0071 - FORUM COMMUNICATIONS COMPANY:

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
MP3161230724							
84130	FORUM COMMUNICATIONS COMPANY	07/31/2024	08/21/2024	1,809.00	1,809.00	Open	N
	EMPLOYMENT ADS JULY 24	pziemer					08/21/2024
235-3100-43350	PRINTING/LEGAL PUBLICATION			1,204.50			
101-1700-43350	PRINTING/LEGAL PUBLICATION			604.50			
Total for vendor 0071 - FORUM COMMUNICATIONS COMPANY:				1,809.00	1,809.00		
Vendor 0193 - GOODIN COMPANY:							
6664605-00							
84058	GOODIN COMPANY	07/30/2024	08/21/2024	6.15	6.15	Open	N
	IRRIGATION REPAIR	pziemer					08/21/2024
230-5200-42220	REPAIR & MAINT			6.15			
6664589-00							
84059	GOODIN COMPANY	07/29/2024	08/21/2024	8.69	8.69	Open	N
	COUPLERS	pziemer					08/21/2024
235-3100-42220	REPAIR & MAINT			8.69			
Total for vendor 0193 - GOODIN COMPANY:				14.84	14.84		
Vendor 2377 - GRANITE ELECTRONICS:							
2245873							
84143	GRANITE ELECTRONICS	08/05/2024	08/21/2024	689.00	689.00	Open	N
	RADIO REPEATER REPAIRS	pziemer					08/21/2024
225-2220-42220	REPAIR & MAINT			689.00			
Total for vendor 2377 - GRANITE ELECTRONICS:				689.00	689.00		
Vendor 0200 - HEARTLAND ANIMAL RESCUE:							
JULY 2024							
84063	HEARTLAND ANIMAL RESCUE	07/31/2024	08/21/2024	3,908.33	3,908.33	Open	N
	JUL 24 ADMIN/BOARDING	pziemer					08/21/2024
225-2700-43430	MISCELLANEOUS			1,989.00			
225-2700-43300	PROFESSIONAL SERVICES			1,919.33			
Total for vendor 0200 - HEARTLAND ANIMAL RESCUE:				3,908.33	3,908.33		
Vendor 0209 - HEARTLAND TIRE INC.:							
3050343							
84044	HEARTLAND TIRE INC.	07/11/2024	08/21/2024	182.99	182.99	Open	N
	SQD 432 REPAIR TIRE	pziemer					08/21/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			182.99			
3050839							
84045	HEARTLAND TIRE INC.	08/01/2024	08/21/2024	274.99	274.99	Open	N
	SQD 437 NEW TIRE	pziemer					08/21/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			274.99			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
3051043							
84125	HEARTLAND TIRE INC.	08/09/2024	08/21/2024	37.55	37.55	Open	N
	SQD 430 REPAIR TIRE	pziemer					08/21/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			37.55			
	Total for vendor 0209 - HEARTLAND TIRE INC.:			495.53	495.53		

Vendor 0203 - HOLDEN ELECTRIC:

76967							
84112	HOLDEN ELECTRIC	08/08/2024	08/21/2024	3,804.13	3,804.13	Open	N
	REPLACE LAMPS FIELD 1,2,&3	pziemer					08/21/2024
230-5200-42220	REPAIR & MAINT			3,804.13			
	Total for vendor 0203 - HOLDEN ELECTRIC:			3,804.13	3,804.13		

Vendor 0634 - HUBBARD RADIO BRAINERD:

IN-1240773730							
84169	HUBBARD RADIO BRAINERD	07/31/2024	08/21/2024	500.00	500.00	Open	N
	FIRE DEPT JOB POSTING RADIO ADS	pziemer					08/21/2024
225-2220-42210	OPERATING SUPPLIES			500.00			
	Total for vendor 0634 - HUBBARD RADIO BRAINERD:			500.00	500.00		

Vendor 3795 - INDEPENDENT TESTING TECHNOLOGIES:

44195							
84050	INDEPENDENT TESTING TECHNOLOGIES	07/31/2024	08/21/2024	1,445.00	1,445.00	Open	N
	22:08 TESTING SERVICES	pziemer					08/21/2024
401-9030-43300-22:08	PROFESSIONAL SERVICES			1,445.00			
	Total for vendor 3795 - INDEPENDENT TESTING TECHNOLOGIES:			1,445.00	1,445.00		

Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:

IN4607024							
84126	INNOVATIVE OFFICE SOLUTIONS LLC	08/08/2024	08/21/2024	97.88	97.88	Open	N
	COPIER PAPER/TONER	pziemer					08/21/2024
225-2120-42200	OFFICE SUPPLIES			97.88			
IN4609269							
84172	INNOVATIVE OFFICE SOLUTIONS LLC	08/12/2024	08/21/2024	10.55	10.55	Open	N
	TAPE DISPENSER	pziemer					08/21/2024
225-2120-42200	OFFICE SUPPLIES			10.55			
	Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:			108.43	108.43		

Vendor 3712 - JAREDS LAWN CARE:

11803							
84103	JAREDS LAWN CARE	08/02/2024	08/21/2024	191.00	191.00	Open	N
	LAWN CARE	pziemer					08/21/2024
225-2120-43300	PROFESSIONAL SERVICES			191.00			

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 3712 - JAREDS LAWN CARE:				191.00	191.00		
Vendor 0220 - KENNEDY & GRAVEN:							
182521							
84153	KENNEDY & GRAVEN	07/17/2024	08/21/2024	414.00	414.00	Open	N
	SALE OF INDUSTRIAL PARK LOTS (P&D)	pziemer					08/21/2024
295-0000-20600	DEPOSITS PAYABLE			414.00			
Total for vendor 0220 - KENNEDY & GRAVEN:				414.00	414.00		
Vendor 0313 - LAKES AREA SENIOR CENTER:							
AUG 2024							
84114	LAKES AREA SENIOR CENTER	08/09/2024	08/21/2024	8,054.38	8,054.38	Open	N
	AUG 24 LEVY PAYMENT	pziemer					08/21/2024
101-9200-43461	REMIT SENIOR CITIZEN LEVY			8,054.38			
Total for vendor 0313 - LAKES AREA SENIOR CENTER:				8,054.38	8,054.38		
Vendor 3430 - LARSON ELEVATOR COMPANY:							
LE651070924							
84194	LARSON ELEVATOR COMPANY	08/15/2024	08/21/2024	39.38	39.38	Open	N
	CITY HALL ELEVATOR MAINT 9/1/24-8/31/	pziemer					08/21/2024
101-1940-42220	REPAIR & MAINT			39.38			
Total for vendor 3430 - LARSON ELEVATOR COMPANY:				39.38	39.38		
Vendor 0243 - MARCO FINANCING:							
535514780							
84136	MARCO FINANCING	08/08/2024	08/21/2024	1,243.99	1,243.99	Open	N
	COPIER LEASE 2ND FLOOR	pziemer					08/21/2024
101-1800-43331	LEASE PAYMENTS			1,243.99			
535514590							
84173	MARCO FINANCING	08/08/2024	08/21/2024	143.94	143.94	Open	N
	PD COPIER LEASE	pziemer					08/21/2024
225-2120-43331	LEASED PAYMENTS			143.94			
Total for vendor 0243 - MARCO FINANCING:				1,387.93	1,387.93		
Vendor MISC - MATT MAIER:							
8/5/24							
84046	MATT MAIER	08/05/2024	08/21/2024	778.00	778.00	Open	N
	TZD SEAT BELT CONVINCER COVER	pziemer					08/21/2024
225-2120-43430	B-LAKEZ T MISCELLANEOUS			778.00			
Total for vendor MISC - MATT MAIER:				778.00	778.00		
Vendor 0889 - MENARDS - BAXTER:							

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
26788							
84151	MENARDS - BAXTER	08/12/2024	08/21/2024	56.72	56.72	Open	N
	QTY 8 BREAKERS - CAMPGROUND	pziemer					08/21/2024
	230-5280-42220 REPAIR & MAINT			56.72			
26787							
84152	MENARDS - BAXTER	08/12/2024	08/21/2024	64.44	64.44	Open	N
	GGP FOUNTAIN, BANE SENSORS	pziemer					08/21/2024
	230-5200-42220 REPAIR & MAINT			64.44			
	Total for vendor 0889 - MENARDS - BAXTER:			121.16	121.16		

Vendor 3355 - MILLER TESTING & CONSULTING LLC:

202436							
84129	MILLER TESTING & CONSULTING LLC	08/05/2024	08/21/2024	960.00	960.00	Open	N
	LEAD TESTING: 1816 PINE & 1220 ROSEW(pziemer						08/21/2024
	202-6323-45510 SE BRD - CAPITAL - RESIDENTIAL			480.00			
	202-6323-45510 SE BRD - CAPITAL - RESIDENTIAL			480.00			
202437							
84174	MILLER TESTING & CONSULTING LLC	08/09/2024	08/21/2024	480.00	480.00	Open	N
	LEAD TESTING 1507 NORWOOD	pziemer					08/21/2024
	202-6323-45510 SE BRD - CAPITAL - RESIDENTIAL			480.00			
	Total for vendor 3355 - MILLER TESTING & CONSULTING LLC:			1,440.00	1,440.00		

Vendor 0445 - MN FIRE SERVICE CERTIFICATION BOARD:

13039							
84145	MN FIRE SERVICE CERTIFICATION BOARD	07/29/2024	08/21/2024	787.50	787.50	Open	N
	QTY 30 - RECERTIFICATIONS	pziemer					08/21/2024
	225-2220-43330 PROFESSIONAL DEVELOPMENT			787.50			
	Total for vendor 0445 - MN FIRE SERVICE CERTIFICATION BOARD:			787.50	787.50		

Vendor 3168 - MOTORS-N-MORE:

30690							
84047	MOTORS-N-MORE	08/01/2024	08/21/2024	23.00	23.00	Open	N
	SQD 435 OIL CHANGE	pziemer					08/21/2024
	225-2120-42221 SQUAD CAR REPAIR SUPPLIES			23.00			
30710							
84182	MOTORS-N-MORE	08/14/2024	08/21/2024	289.03	289.03	Open	N
	SQD 411 BATTERY REPLACEMENT	pziemer					08/21/2024
	225-2120-42221 SQUAD CAR REPAIR SUPPLIES			289.03			
	Total for vendor 3168 - MOTORS-N-MORE:			312.03	312.03		

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

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
224956							
84064	M-R SIGN CO., INC.	07/30/2024	08/21/2024	90.70	90.70	Open	N
	CAMPGROUND SIGNS X2	pziemer					08/21/2024
	230-5280-42210 OPERATING SUPPLIES			90.70			
225124							
84175	M-R SIGN CO., INC.	08/09/2024	08/21/2024	46.68	46.68	Open	N
	SIGN	pziemer					08/21/2024
	235-3170-42210 OPERATING SUPPLIES			46.68			
	Total for vendor 1449 - M-R SIGN CO., INC.:			137.38	137.38		

Vendor 3671 - NAC MECHANICAL & ELECTRICAL SERVICE:

A4910-01							
84192	NAC MECHANICAL & ELECTRICAL SERVICE	08/14/2024	08/21/2024	6,228.00	6,228.00	Open	N
	LIBRARY AC UPGRADE	pziemer					08/21/2024
	211-5500-45500 CAPITAL OUTLAY			6,228.00			
	Total for vendor 3671 - NAC MECHANICAL & ELECTRICAL SERVICE:			6,228.00	6,228.00		

Vendor 0273 - NAPA AUTO PARTS:

729004							
84080	NAPA AUTO PARTS	08/02/2024	08/21/2024	99.99	99.99	Open	N
	BUS 240 BIKE RACK INSTALL	pziemer					08/21/2024
	203-9000-42220 REPAIR & MAINT			99.99			
729029							
84133	NAPA AUTO PARTS	08/02/2024	08/21/2024	13.67	13.67	Open	N
	FUEL CAP	pziemer					08/21/2024
	230-5200-42220 REPAIR & MAINT			13.67			
729009							
84134	NAPA AUTO PARTS	08/02/2024	08/21/2024	128.27	128.27	Open	N
	COUPLERS - FUEL FILLER	pziemer					08/21/2024
	230-5200-42220 REPAIR & MAINT			128.27			
729549							
84135	NAPA AUTO PARTS	08/05/2024	08/21/2024	290.46	290.46	Open	N
	TAIL LIGHTS - CHEVY 3500	pziemer					08/21/2024
	230-5200-42220 REPAIR & MAINT			290.46			
17363277							
84148	NAPA AUTO PARTS	08/02/2024	08/21/2024	33.98	33.98	Open	N
	PKS GARBAGE TRUCK BUILDOUT	pziemer					08/21/2024
	230-5200-42220 REPAIR & MAINT			33.98			
17363221							
84149	NAPA AUTO PARTS	08/01/2024	08/21/2024	50.99	50.99	Open	N
	PKS GARBAGE TRUCK BUILDOUT	pziemer					08/21/2024
	230-5200-42220 REPAIR & MAINT			50.99			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
731995							
84190	NAPA AUTO PARTS	08/13/2024	08/21/2024	37.50	37.50	Open	N
	DEGREASER	pziemer					08/21/2024
225-2220-42210	OPERATING SUPPLIES			37.50			
Total for vendor 0273 - NAPA AUTO PARTS:				654.86	654.86		

Vendor 3018 - NORTH COUNTRY JANITORIAL & SUPPLY I:

JULY 24/PD							
84087	NORTH COUNTRY JANITORIAL & SUPPLY I	08/01/2024	08/21/2024	1,093.00	1,093.00	Open	N
	JUL 24 POLICE DEPT JANITORIAL	pziemer					08/21/2024
225-2120-43300	PROFESSIONAL SERVICES			1,093.00			
JULY 24/CH							
84088	NORTH COUNTRY JANITORIAL & SUPPLY I	08/01/2024	08/21/2024	1,077.00	1,077.00	Open	N
	JUL 24 CITY HALL JANITORIAL	pziemer					08/21/2024
101-1940-43300	PROFESSIONAL SERVICES			1,077.00			
JULY 24/ED							
84089	NORTH COUNTRY JANITORIAL & SUPPLY I	08/01/2024	08/21/2024	383.00	383.00	Open	N
	JUL 24 FIRE DEPT JANITORIAL	pziemer					08/21/2024
225-2220-43300	PROFESSIONAL SERVICES			383.00			
JULY 24/PW							
84090	NORTH COUNTRY JANITORIAL & SUPPLY I	08/01/2024	08/21/2024	382.00	382.00	Open	N
	JUL 24 PUBLIC WORKS GARAGE JANITORIAL	pziemer					08/21/2024
235-3100-43300	PROFESSIONAL SERVICES			191.00			
230-5200-43300	PROFESSIONAL SERVICES			191.00			
Total for vendor 3018 - NORTH COUNTRY JANITORIAL & SUPPLY I:				2,935.00	2,935.00		

Vendor 1153 - NORTHLAND ARBORETUM:

AUG 2024							
84115	NORTHLAND ARBORETUM	08/09/2024	08/21/2024	8,054.38	8,054.38	Open	N
	AUG 24 LEVY PAYMENT	pziemer					08/21/2024
101-9200-43462	REMIT ARBORETUM LEVY			8,054.38			
Total for vendor 1153 - NORTHLAND ARBORETUM:				8,054.38	8,054.38		

Vendor 0284 - OFFICE SHOP:

1144606-0							
84057	OFFICE SHOP	08/02/2024	08/21/2024	149.70	149.70	Open	N
	COPY PAPER	pziemer					08/21/2024
101-1940-42200	OFFICE SUPPLIES			149.70			
1144977-0							
84183	OFFICE SHOP	08/13/2024	08/21/2024	63.55	63.55	Open	N
	WELLNESS AWARD STATIONARY	pziemer					08/21/2024
278-6515-43430	MISCELLANEOUS			63.55			
Total for vendor 0284 - OFFICE SHOP:				213.25	213.25		

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 4100 - PACE SYSTEMS INC:							
IN00060606							
84104	PACE SYSTEMS INC	08/06/2024	08/21/2024	2,240.00	2,240.00	Open	N
	SCHEDULING SOFTWARE 10/6/24-10/5/25	pziemer					08/21/2024
225-2120-43309	COMPUTER TECHNICAL SUPPORT			560.00			
225-0000-15510	PREPAID OTHER			1,680.00			
	Total for vendor 4100 - PACE SYSTEMS INC:			2,240.00	2,240.00		
Vendor 0561 - PEOPLES SECURITY:							
252505							
84120	PEOPLES SECURITY	07/31/2024	08/21/2024	23.99	23.99	Open	N
	SECURITY MONITORING	pziemer					08/21/2024
211-5500-42220	REPAIR & MAINT			23.99			
	Total for vendor 0561 - PEOPLES SECURITY:			23.99	23.99		
Vendor 3413 - RATWIK, ROSZAK AND MALONEY:							
JUNE 2024							
84166	RATWIK, ROSZAK AND MALONEY	07/01/2024	08/21/2024	10,271.90	10,271.90	Open	N
	JUN 24 RETAINER/SPECIAL SERVICES	pziemer					08/21/2024
101-1610-43301	CITY ATTORNEY			4,559.49			
101-0000-14100	DUE FROM COMPONENT UNIT			391.00			
101-1610-43301	CITY ATTORNEY			977.00			
101-0000-14100	DUE FROM COMPONENT UNIT			1,445.00			
101-2400-43405	NUISANCES			2,185.41			
295-6510-43300	PROFESSIONAL SERVICES			714.00			
	Total for vendor 3413 - RATWIK, ROSZAK AND MALONEY:			10,271.90	10,271.90		
Vendor 3768 - SADUSKY RENOVATIONS:							
65							
84076	SADUSKY RENOVATIONS	08/04/2024	08/21/2024	853.28	853.28	Open	N
	INSPECTION SVCS JUL 2024	pziemer					08/21/2024
101-2400-43300	PROFESSIONAL SERVICES			853.28			
	Total for vendor 3768 - SADUSKY RENOVATIONS:			853.28	853.28		
Vendor MISC - SARA MCKUSICK:							
19017118							
84110	SARA MCKUSICK	08/05/2024	08/21/2024	25.00	25.00	Open	N
	REFUND OVERPAY PARKING TICKET 19017118	pziemer					08/21/2024
225-2120-35102	PARKING FINES			25.00			
	Total for vendor MISC - SARA MCKUSICK:			25.00	25.00		
Vendor 3840 - SELVESTRA, DREW:							

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	GL Distribution GRANT						
8/2/24							
84048	SELVESTRA, DREW	08/01/2024	08/21/2024	100.37	100.37	Open	N
	SRO TRAINING - REIMB MEALS	pziemer					08/21/2024
225-2120-43330	PROFESSIONAL DEVELOPMENT			100.37			
	Total for vendor 3840 - SELVESTRA, DREW:			100.37	100.37		
Vendor 0314 - SHANNON'S AUTO BODY:							
40390							
84105	SHANNON'S AUTO BODY	07/23/2024	08/21/2024	3,811.47	3,811.47	Open	N
	SQD 410 BODY REPAIR	pziemer					08/21/2024
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			3,811.47			
	Total for vendor 0314 - SHANNON'S AUTO BODY:			3,811.47	3,811.47		
Vendor 0317 - SHORT ELLIOTT HENDRICKSON:							
471138							
84147*	SHORT ELLIOTT HENDRICKSON	08/08/2024	08/21/2024	89.20	89.20	Open	N
	21:15 BUFFALO HILLS GULLY THRU 7/31/24	pziemer					08/21/2024
401-9030-43300-21:15	PROFESSIONAL SERVICES			2,647.00			
401-9030-43300-21:15	PROFESSIONAL SERVICES			(2,557.80)			
	Total for vendor 0317 - SHORT ELLIOTT HENDRICKSON:			89.20	89.20		
Vendor 4185 - SRF CONSULTING GROUP:							
16811.00-12							
84119	SRF CONSULTING GROUP	07/31/2024	08/21/2024	38,047.63	38,047.63	Open	N
	TH 210 WATERMAIN/SANSWR RELOCATE THRU 7/31/24	pziemer					08/21/2024
401-9030-43300-23:05	PROFESSIONAL SERVICES			38,047.63			
	Total for vendor 4185 - SRF CONSULTING GROUP:			38,047.63	38,047.63		
Vendor 0322 - STREICHERS PROF EQUIP:							
I1712003							
84106	STREICHERS PROF EQUIP	08/01/2024	08/21/2024	194.99	194.99	Open	N
	709 BOOTS	pziemer					08/21/2024
225-2120-41113	UNIFORM ALLOWANCE			194.99			
I1712089							
84107	STREICHERS PROF EQUIP	08/01/2024	08/21/2024	1,127.96	1,127.96	Open	N
	712, 714, 708, 717 BODY VEST CARRIER	pziemer					08/21/2024
225-2120-41113	UNIFORM ALLOWANCE			1,127.96			
I1712860							
84127	STREICHERS PROF EQUIP	08/06/2024	08/21/2024	135.97	135.97	Open	N
	701 EXTERNAL VEST CARRIER	pziemer					08/21/2024
225-2120-41113	UNIFORM ALLOWANCE			135.97			
	Total for vendor 0322 - STREICHERS PROF EQUIP:			1,458.92	1,458.92		

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	GL Distribution GRANT						
Vendor 4221 - STUDIO WRAPS:							
41061							
84144	STUDIO WRAPS	07/31/2024	08/21/2024	1,550.00	1,550.00	Open	N
	C1 - 2024 CHEVY GRAPHICS INSTALL	pziemer					08/21/2024
404-9055-45550	CAPITAL - VEHICLES			1,550.00			
	Total for vendor 4221 - STUDIO WRAPS:			1,550.00	1,550.00		
Vendor 1612 - US BANK:							
7406563							
84168	US BANK	07/25/2024	08/21/2024	500.00	500.00	Open	N
	MN GO BONDS 2016 A	pziemer					08/21/2024
237-3190-43300	PROFESSIONAL SERVICES			190.00			
101-0000-14100	DUE FROM COMPONENT UNIT			310.00			
	Total for vendor 1612 - US BANK:			500.00	500.00		
Vendor 0039 - VESTIS:							
2530301559							
84065	VESTIS	08/01/2024	08/21/2024	86.63	86.63	Open	N
	RUGS AND OVERALLS	pziemer					08/21/2024
235-3100-43430	MISCELLANEOUS			86.63			
2530304043							
84111	VESTIS	08/08/2024	08/21/2024	62.35	62.35	Open	N
	RUGS AND OVERALLS	pziemer					08/21/2024
235-3100-43430	MISCELLANEOUS			62.35			
	Total for vendor 0039 - VESTIS:			148.98	148.98		
Vendor 1095 - VIKING ELECTRIC SUPPLY:							
S008319354.001							
84163	VIKING ELECTRIC SUPPLY	08/12/2024	08/21/2024	1,359.60	1,359.60	Open	N
	MMP FIELD LIGHTS	pziemer					08/21/2024
230-5200-42220	REPAIR & MAINT			1,359.60			
	Total for vendor 1095 - VIKING ELECTRIC SUPPLY:			1,359.60	1,359.60		
Vendor 0349 - W.W. THOMPSON CONCRETE:							
2407-717783							
84054	W.W. THOMPSON CONCRETE	07/19/2024	08/21/2024	39.40	39.40	Open	N
	CONCRETE FOR GATE JOB	pziemer					08/21/2024
235-3100-42220	REPAIR & MAINT			39.40			
2407-716773							
84055	W.W. THOMPSON CONCRETE	07/15/2024	08/21/2024	11.50	11.50	Open	N
	CONCRETE - GGP REPAIRS	pziemer					08/21/2024
230-5200-42220	REPAIR & MAINT			11.50			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
2408-723498							
84121	W.W. THOMPSON CONCRETE	08/09/2024	08/21/2024	183.84	183.84	Open	N
	SANITARY SEWER STRUCTURE REPAIR	pziemer					08/21/2024
237-3190-42220	REPAIR & MAINT			183.84			
	Total for vendor 0349 - W.W. THOMPSON CONCRETE:			234.74	234.74		

Vendor 0344 - WASTE PARTNERS INC:

47X75386							
84052	WASTE PARTNERS INC	07/31/2024	08/21/2024	102.83	102.83	Open	N
	JUL 24 LIBRARY WASTE REMOVAL	pziemer					08/21/2024
211-5500-43380	UTILITIES			102.83			
47X77382							
84067	WASTE PARTNERS INC	07/31/2024	08/21/2024	146.25	146.25	Open	N
	JULY 24 CAMPGROUND WASTE REMOVAL	pziemer					08/21/2024
230-5280-43380	UTILITIES			146.25			
47X77383							
84068	WASTE PARTNERS INC	07/31/2024	08/21/2024	117.00	117.00	Open	N
	JUL 24 PW GARAGE WASTE REMOVAL	pziemer					08/21/2024
235-3100-43380	UTILITIES			58.50			
230-5200-43380	UTILITIES			58.50			
47X77384							
84069	WASTE PARTNERS INC	07/31/2024	08/21/2024	117.00	117.00	Open	N
	JUL 24 FIRE DEPT WASTE REMOVAL	pziemer					08/21/2024
225-2220-43380	UTILITIES			117.00			
47X77385							
84070	WASTE PARTNERS INC	07/31/2024	08/21/2024	157.20	157.20	Open	N
	JUL 24 CITY HALL WASTE REMOVAL	pziemer					08/21/2024
101-1940-43380	UTILITIES			157.20			
47X77386							
84071	WASTE PARTNERS INC	07/31/2024	08/21/2024	259.74	259.74	Open	N
	JUL 24 DOWNTOWN WASTE REMOVAL	pziemer					08/21/2024
401-1003-43300	PROFESSIONAL SERVICES			259.74			
47X77387							
84072	WASTE PARTNERS INC	07/31/2024	08/21/2024	146.00	146.00	Open	N
	JUL 24 POLICE DEPT WASTE REMOVAL	pziemer					08/21/2024
225-2120-43380	UTILITIES			146.00			
47X77388							
84073	WASTE PARTNERS INC	07/31/2024	08/21/2024	64.35	64.35	Open	N
	JUL 24 WASTE OIL	pziemer					08/21/2024
227-3230-43428	USED OIL RECYCLING EXPENSE			64.35			
47X77389							
84074	WASTE PARTNERS INC	07/31/2024	08/21/2024	936.00	936.00	Open	N
	JUL 24 PARKS WASTE REMOVAL	pziemer					08/21/2024
230-5200-43380	UTILITIES			936.00			

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GL Distribution	GRANT						
Total for vendor 0344 - WASTE PARTNERS INC:				2,046.37	2,046.37		
Vendor 0888 - WEST BRAINERD AUTO SERVICE:							
050744							
84108	WEST BRAINERD AUTO SERVICE	08/07/2024	08/21/2024	45.00	45.00	Open	N
	TOW - DWI 24011373	pziemer					08/21/2024
225-2120-42210	OPERATING SUPPLIES			45.00			
Total for vendor 0888 - WEST BRAINERD AUTO SERVICE:				45.00	45.00		
Vendor 3199 - WEX BANK:							
98867301/ADM							
84091	WEX BANK	07/31/2024	08/21/2024	(58.43)	(58.43)	Open	N
	JUL 24 WEX EDGE REBATE	pziemer					08/21/2024
101-0000-36299	MISCELLANEOUS REVENUE (NONTAX)			(58.43)			
98867301/CDD							
84092	WEX BANK	07/31/2024	08/21/2024	148.96	148.96	Open	N
	JUL 24 COM DEV FUEL	pziemer					08/21/2024
101-2400-42212	MOTOR FUELS			148.96			
98867301/ENG							
84093*	WEX BANK	07/31/2024	08/21/2024	177.03	177.03	Open	N
	JUL 24 ENG DEPT FUEL	pziemer					08/21/2024
401-9030-42212	MOTOR FUELS			178.87			
401-9030-42212	MOTOR FUELS			(1.84)			
98867301/FD							
84094	WEX BANK	07/31/2024	08/21/2024	1,327.63	1,327.63	Open	N
	JUL 2024 FIRE DEPT FUEL	pziemer					08/21/2024
225-2220-42212	MOTOR FUELS			1,327.63			
98867301/PD							
84095*	WEX BANK	07/31/2024	08/21/2024	5,731.23	5,731.23	Open	N
	JULY 2024 POLICE DEPT FUEL	pziemer					08/21/2024
225-2120-42212	MOTOR FUELS			5,817.83			
225-2120-42212	MOTOR FUELS			(86.60)			
98867301/PARKS							
84096*	WEX BANK	07/31/2024	08/21/2024	2,423.28	2,423.28	Open	N
	JULY 2024 PARKS DEPT FUEL	pziemer					08/21/2024
230-5200-42212	MOTOR FUELS			2,424.64			
230-5200-42212	MOTOR FUELS			(1.36)			
98867301/STRTS							
84097	WEX BANK	07/31/2024	08/21/2024	3,572.41	3,572.41	Open	N
	JULY 2024 STREET DEPT FUEL	pziemer					08/21/2024
235-3100-42212	MOTOR FUELS			2,854.56			
237-3190-42212	MOTOR FUELS			717.85			

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Inv Ref#	Description	Entered By					Post Date	
GL Distribution	GRANT							
98867301/TRANSIT								
84098*	WEX BANK	07/31/2024	08/21/2024	7,251.16	7,251.16	Open	N	
	JULY 2024 TRANSIT DEPT FUEL	pziemer					08/21/2024	
203-9000-42212	MOTOR FUELS			7,281.03				
203-9000-42212	MOTOR FUELS			(29.87)				
Total for vendor 3199 - WEX BANK:				20,573.27	20,573.27			
Vendor 3899 - WEX HEALTH INC:								
0002005608-IN								
84084	WEX HEALTH INC	07/31/2024	08/21/2024	42.50	42.50	Open	N	
	JULY 2024 COBRA	pziemer					08/21/2024	
101-9200-43300	PROFESSIONAL SERVICES			42.50				
Total for vendor 3899 - WEX HEALTH INC:				42.50	42.50			
Vendor 1159 - WINNERS TROPHY:								
13450								
84193	WINNERS TROPHY	08/15/2024	08/21/2024	30.00	30.00	Open	N	
	NAMEPLATE - BPU DIRECTOR	pziemer					08/21/2024	
101-9200-43430	MISCELLANEOUS			30.00				
Total for vendor 1159 - WINNERS TROPHY:				30.00	30.00			
# of Invoices:	153	# Due:	152	Totals:	518,009.89	518,009.89		
# of Credit Memos:	1	# Due:	1	Totals:	(58.43)	(58.43)		
Net of Invoices and Credit Memos:				517,951.46	517,951.46			
* 5 Net Invoices have Credits Totalling:				(2,677.47)				
--- TOTALS BY GL DISTRIBUTION ---								
101-0000-14100	DUE FROM COMPONENT UNIT			2,146.00				
101-0000-36299	MISCELLANEOUS REVENUE (NONTAX)			(58.43)				
101-1400-43300	PROFESSIONAL SERVICES			44.22				
101-1610-43301	CITY ATTORNEY			5,536.49				
101-1700-43350	PRINTING/LEGAL PUBLICATION			604.50				
101-1800-42210	OPERATING SUPPLIES			804.96				
101-1800-43309	COMPUTER SUPPORT			334.31				
101-1800-43321	TELEPHONE			890.13				
101-1800-43331	LEASE PAYMENTS			1,243.99				
101-1940-42200	OFFICE SUPPLIES			149.70				
101-1940-42220	REPAIR & MAINT			39.38				
101-1940-43300	PROFESSIONAL SERVICES			1,077.00				
101-1940-43321	TELEPHONE			55.42				
101-1940-43380	UTILITIES			157.20				
101-2400-42212	MOTOR FUELS			148.96				
101-2400-43300	PROFESSIONAL SERVICES			853.28				
101-2400-43350	PRINTING/LEGAL PUBLICATION			115.63				
101-2400-43405	NUISANCES			2,410.41				
101-9200-43300	PROFESSIONAL SERVICES			8,905.00				

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 08/19/2024 - 08/19/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
	101-9200-43350	LEGAL PUBLICATIONS		396.81			
	101-9200-43430	MISCELLANEOUS		33,131.00			
	101-9200-43460	REMIT COMMUNITY ACTION LEVY		8,054.38			
	101-9200-43461	REMIT SENIOR CITIZEN LEVY		8,054.38			
	101-9200-43462	REMIT ARBORETUM LEVY		8,054.38			
	202-6323-43300	ADMINISTRATIVE EXPENSE		1,330.97			
	202-6323-45510	CAPITAL - RESIDENTIAL		1,440.00			
	203-9000-42210	OPERATING SUPPLIES		1,215.00			
	203-9000-42212	MOTOR FUELS		7,251.16			
	203-9000-42220	REPAIR & MAINT		99.99			
	203-9000-43401	VEHICLE REPAIRS		12,147.91			
	203-9000-43440	TRANSIT SERVICE CONTRACT PY		82,290.81			
	211-5500-42220	REPAIR & MAINT		23.99			
	211-5500-43300	PROFESSIONAL SERVICES		675.00			
	211-5500-43380	UTILITIES		102.83			
	211-5500-45500	CAPITAL OUTLAY		6,228.00			
	225-0000-15510	PREPAID OTHER		22,622.56			
	225-2120-35102	PARKING FINES		25.00			
	225-2120-36299	MISCELLANEOUS REVENUE (NONTAX)		316.08			
	225-2120-41113	UNIFORM ALLOWANCE		1,458.92			
	225-2120-42200	OFFICE SUPPLIES		604.75			
	225-2120-42210	OPERATING SUPPLIES		92.96			
	225-2120-42212	MOTOR FUELS		5,731.23			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		4,635.28			
	225-2120-42240	SMALL TOOLS		2.00			
	225-2120-43300	PROFESSIONAL SERVICES		1,284.00			
	225-2120-43305	CRIME PREVENTION PROGRAM		13.48			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		11,081.28			
	225-2120-43321	TELEPHONE		94.75			
	225-2120-43330	PROFESSIONAL DEVELOPMENT		100.37			
	225-2120-43331	LEASED PAYMENTS		143.94			
	225-2120-43380	UTILITIES		146.00			
	225-2120-43430	MISCELLANEOUS		923.00			
	225-2220-42210	OPERATING SUPPLIES		542.88			
	225-2220-42212	MOTOR FUELS		1,327.63			
	225-2220-42220	REPAIR & MAINT		689.00			
	225-2220-43300	PROFESSIONAL SERVICES		383.00			
	225-2220-43309	COMPUTER TECHNICAL SUPPORT		295.90			
	225-2220-43321	TELEPHONE		100.00			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		787.50			
	225-2220-43380	UTILITIES		117.00			
	225-2700-43300	PROFESSIONAL SERVICES		1,919.33			
	225-2700-43430	MISCELLANEOUS		1,989.00			
	227-3230-43428	USED OIL RECYCLING EXPENSE		114.35			
	230-5200-42212	MOTOR FUELS		2,423.28			
	230-5200-42220	REPAIR & MAINT		7,133.79			
	230-5200-42240	SMALL TOOLS		264.99			
	230-5200-43300	PROFESSIONAL SERVICES		191.00			
	230-5200-43380	UTILITIES		994.50			
	230-5280-42210	OPERATING SUPPLIES		90.70			
	230-5280-42220	REPAIR & MAINT		56.72			
	230-5280-43321	TELEPHONE		209.95			
	230-5280-43380	UTILITIES		146.25			
	235-3100-42210	OPERATING SUPPLIES		45.22			
	235-3100-42212	MOTOR FUELS		2,854.56			
	235-3100-42220	REPAIR & MAINT		511.04			
	235-3100-43300	PROFESSIONAL SERVICES		191.00			

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User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 08/19/2024 - 08/19/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
	235-3100-43321	TELEPHONE		114.06			
	235-3100-43350	PRINTING/LEGAL PUBLICATION		1,204.50			
	235-3100-43380	UTILITIES		58.50			
	235-3100-43410	RENTAL EXPENSE		84.85			
	235-3100-43430	MISCELLANEOUS		148.98			
	235-3170-42210	OPERATING SUPPLIES		2,266.78			
	237-3190-42212	MOTOR FUELS		717.85			
	237-3190-42220	REPAIR & MAINT		183.84			
	237-3190-43300	PROFESSIONAL SERVICES		190.00			
	251-9360-43467	REMIT LOCAL SALES TAX COLLECT		140,677.20			
	260-9020-43321	TELEPHONE		699.29			
	278-6515-43430	MISCELLANEOUS		63.55			
	295-0000-20600	DEPOSITS PAYABLE		414.00			
	295-6510-43300	PROFESSIONAL SERVICES		714.00			
	400-9050-45530	CAPITAL - OTHER		54,332.73			
	401-1003-43300	PROFESSIONAL SERVICES		259.74			
	401-9030-42212	MOTOR FUELS		177.03			
	401-9030-43300-21:15	PROFESSIONAL SERVICES		89.20			
	401-9030-43300-22:08	PROFESSIONAL SERVICES		1,445.00			
	401-9030-43300-23:05	PROFESSIONAL SERVICES		38,047.63			
	401-9030-43300-24:06	PROFESSIONAL SERVICES		5,482.50			
	401-9030-43350-24:06	LEGAL PUBLICATIONS		421.28			
	404-9055-45550	CAPITAL - VEHICLES		1,550.00			

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 08/19/2024 - 08/19/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 24/25

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
--- TOTALS BY FUND ---							
101 -	GENERAL FUND			83,149.10	83,149.10		
202 -	SCDP GRANTS			2,770.97	2,770.97		
203 -	TRANSIT FUND			103,004.87	103,004.87		
211 -	LIBRARY FUND			7,029.82	7,029.82		
225 -	PUBLIC SAFETY FUND			57,426.84	57,426.84		
227 -	RECYCLING FUND			114.35	114.35		
230 -	PARK & RECREATION FUND			11,511.18	11,511.18		
235 -	STREET & SEWER FUND			7,479.49	7,479.49		
237 -	SANITARY SEWER FUND			1,091.69	1,091.69		
251 -	LOCAL OPTION SALES TAX			140,677.20	140,677.20		
260 -	AIRPORT FUND			699.29	699.29		
278 -	HEALTHY EMPLOYEE INITIATIVE			63.55	63.55		
295 -	EDA FUND			1,128.00	1,128.00		
400 -	CAPITAL PROJECTS FUND			54,332.73	54,332.73		
401 -	CONSTRUCTION FUND			45,922.38	45,922.38		
404 -	FIRE DEPARTMENT CAPITAL			1,550.00	1,550.00		
--- TOTALS BY DEPT/ACTIVITY ---							
0000 -				25,124.13	25,124.13		
1003 -	10:03 DWNTWN MAIN CNTRACT			259.74	259.74		
1400 -	ADMINISTRATION			44.22	44.22		
1610 -	LEGAL-CIVIL ATTORNEY			5,536.49	5,536.49		
1700 -	ENGINEERING			604.50	604.50		
1800 -	IT/GIS			3,273.39	3,273.39		
1940 -	CITY HALL			1,478.70	1,478.70		
2120 -	POLICE DEPARTMENT			26,653.04	26,653.04		
2220 -	FIRE DEPARTMENT			4,242.91	4,242.91		
2400 -	COMMUNITY DEVL/INSPECTION			3,528.28	3,528.28		
2700 -	ANIMAL CONTROL			3,908.33	3,908.33		
3100 -	S & S MAINTENANCE			5,212.71	5,212.71		
3170 -	TRAFFIC CONTROL			2,266.78	2,266.78		
3190 -	SANITARY SEWER EXPENSE			1,091.69	1,091.69		
3230 -	RECYCLING EXPENSE			114.35	114.35		
5200 -	PARK MAIN/ADMINISTRATION			11,007.56	11,007.56		
5280 -	CAMPGROUND			503.62	503.62		
5500 -	LIBRARY-BUDGETED			7,029.82	7,029.82		
6323 -	SE BRAINERD SCDP GRANT			2,770.97	2,770.97		
6510 -	ECONOMIC DEVELOPMENT AUTH			714.00	714.00		
6515 -	HEALTHY EMPLOYEE INITIATIVE			63.55	63.55		
9000 -	TRANSIT FUND			103,004.87	103,004.87		
9020 -	AIRPORT M & O			699.29	699.29		
9030 -	CONSTRUCTION PROJ-MISC			45,662.64	45,662.64		

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DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution GRANT							
--- TOTALS BY DEPT/ACTIVITY ---							
	9050 - CAPITAL PROJECTS-MISC			54,332.73	54,332.73		
	9055 - FIRE DEPARTMENT CAPITAL			1,550.00	1,550.00		
	9200 - CITY-WIDE			66,595.95	66,595.95		
	9360 - LOCAL OPTION SALES TAX			140,677.20	140,677.20		

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

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

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

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO APPROVE THE AGENDA.

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

- A. Approval of Bills
- B. Approval of Minutes
- C. Department Activity Report
- D. Authorize Hiring of 2024 Summer Temporary Employees
- E. Approve Event/Street Closure Application- Touch-a-Truck and Flapjack Festival Event

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

Member Johnson was noted as present at 7:39 p.m.

Presentation

Audit Presentation CliftonLarsonAllen

Mary Reedy, CliftonLarsonAllen, gave an overview of the 2023 audit. Overall, the City had a clean opinion with no findings for internal control or Minnesota legal compliance. She thanked staff for being conscientious, responsible, and responsive during the audit. The audit was submitted to the State on time. The Fund balance reserves was at 21% of 2023 expenditures, which is out of compliance with the policy.

Member Czeczok asked about the net overstatement of \$516,800 in the governmental activities.

Finance Director Hillman stated that the net overstatement was due to the special assessments. Previously, when debt was paid off, the outstanding assessments would be rolled into fund 400. She has been working to reconcile the assessment receivables and the adjustment is for additional information discovered in 2023. She gave an overview of the City's financial results comparing 2023 revenues and expenditures to the budget. The actual revenue exceeds expenditures is an \$1,240,556 balance. With adjustments the actual performance expenditures exceed revenues by \$126,364. The biggest reason for this is the 25.5 budgeted police officers, where the City reached 27 officers by the third quarter of the year.

Ms. Reedy stated that the monthly reports that Council is receiving from the Finance Department are accurate, and informed decisions can be made with the information.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND STENGLEIN, DULY CARRIED, TO ACCEPT THE AUDIT AS PRESENTED.

Council Committee Reports

Safety and Public Works Committee

Discuss Administration of Code Violations in Screened Yards

Committee Chair O'Day stated this discussion is a result of the decision on the long grass citation appeal at the last meeting. The committee discussed that staff should make no changes to practices based on one appeal and continue to enforce codes as directed in the ordinance.

Member Czeczok stated that had he known how tall the grass actually was he wouldn't have made the motion to approve the appeal.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO DIRECT STAFF TO CONTINUE TYPICAL ADMINISTRATION OF GRASS AND WEED NUISANCE COMPLAINTS.

Direction on Active Code Enforcement Cases

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO OBTAIN A SEARCH WARRANT FOR ABATEMENT/ TOWING OF THE VEHICLE AT 620 2ND AVE NE.

Personnel and Finance Committee

Approve 2024 Fire Department Relief Association Annual Report

Committee Chair Johnson stated that the Fire Department Relief Association is managing their pension fund well. The City Council is authorizing the payout per year of service increase from \$14,000 to the statutory maximum of \$15,000 per year of service.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE STAFF TO SIGN THE ANNUAL REPORTS.

Authorize the Fire Department to Participate in a Regional Funding Application

Committee Chair Johnson stated that Crosslake will be the fiscal agent to request \$250,000 from Sourcewell for radios.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY, DULY CARRIED, TO AUTHORIZE THE FIRE DEPARTMENT TO PARTICIPATE IN THE SOURCEWELL IMPACT FUNDING APPLICATION WITH CROSSLAKE FIRE DEPARTMENT.

Authorize the Fire Department to Apply for Sourcewell 24-25 Public Safety Match Funding

Committee Chair Johnson stated that the grant requires a \$12,500 match for the \$50,000 request. The Fire Relief Association will be donating \$8,800, the City's responsibility out of the operating budget will be \$3,700.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE FIRE DEPARTMENT TO APPLY FOR SOURCEWELL PUBLIC SAFETY MATCHING AND AUTHORIZE APPROPRIATE SIGNATURES.

Approve Funding for Police Department Records Management System

Committee Chair Johnson stated that the current system is antiquated, the County and each of its municipalities are involved in funding the system.

Member Czczok asked about the breakdown of share for the system.

Police Chief Davis stated that the Sheriff's Department will take on a large portion of the cost due to having the jail and dispatch. The company charges each municipality based on the number of officers.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY, DULY CARRIED, TO APPROVE THE POLICE DEPARTMENT TO APPLY FOR THE SOURCEWELL THIRD-PARTY SERVICES \$20,000 REIMBURSEMENT AND USE THE PUBLIC SAFETY AID PACKAGE TO PAY THE REMAINING BALANCE FOR 2025 RECORD MANAGEMENT SYSTEM EXPENSE.

Approve Use of Statewide Affordable Housing Aid (SAHA)

Committee Chair Johnson stated that this item was previously brought forward as a request from Habitat. Staff advertised the dollars for use and a second organization came forward requesting funds.

Member Terry stated that she would be voting no, as she would prefer to see option 3 to support both organizations.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO AWARD THE STATEWIDE AFFORDABLE HOUSING AID TO HABITAT FOR HUMANITY AS REQUESTED \$88,000 FOR (3) SINGLE-FAMILY HOME PROJECTS.

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

Approve Request of Long-Term Maintenance Funds for Lum Park Pavilion #1

Committee Chair Johnson stated that the Park Board is requesting funding from the long-term maintenance fund to complete preventative maintenance while other projects are taking place in the park.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY, DULY CARRIED, TO AUTHORIZE \$23,000 OF THE LONG-TERM MAINTENANCE FUND TO COMPLETE THE REMAINING REHABILITATION WORK AT PAVILION #1 IN LUM PARK.

Ratify the Hiring of Environmental Resources Technician Kelly Robinson

Member Czczok asked about the approval of the position by Baxter. He asked whether the City of Baxter has a say in who is hired. He asked whether Baxter City Council needs to approve the hiring and how cost share will be tracked and divided. Finally, how the evaluation of the employee will take place.

Committee Chair Johnson stated that the Environmental Resources Tech is a City of Brainerd employee, so only needs to be approved by Brainerd.

Public Works Director/City Engineer Dehn stated that Assistant City Engineer Thompson from Baxter participated in the interview and selection process. He stated that all expenses for the position are going to be identified, tracked, and divided equally. The performance evaluation would be done by the City of Brainerd, Baxter staff would have input in the evaluation.

Committee Chair Johnson asked whether time in each City will be tracked.

Public Works Director/City Engineer Dehn stated that the hours working for each City will be tracked, and the intent is to have the position be a 50/50 split between the two cities.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO RATIFY THE HIRING OF KELLY ROBINSON FOR THE ENVIRONMENTAL RESOURCES TECHNICIAN POSITION EFFECTIVE JULY 29, 2024; FURTHER, THAT SHE BE PLACED ON STEP 1 OF THE ENVIRONMENTAL RESOURCES TECHNICIAN WAGE GRID (\$33.25 PER HOUR).

Ratify Hiring Christopher Evans as Public Utilities Director

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY, DULY CARRIED, TO RATIFY THE HIRING OF CHRISTOPHER EVANS AS OUR PUBLIC UTILITIES DIRECTOR AT STEP 4 (\$68.12 PER HOUR) WITH AN AUGUST 26, 2024, START DATE AND TO ALLOW UP TO \$10,000 IN MOVING EXPENSES.

Approve Resignation of Assistant Engineer Fladung and Approve Changes to Public Works Director/City Engineer Job Descriptions

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE RESIGNATION OF ASSISTANT CITY ENGINEER JAMES FLADUNG EFFECTIVE JULY 10, 2024.

Committee Chair Johnson stated that this is a slight reorganization of the Public Works department. The net change in cost is estimated at about \$3,500 for 2025.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE UPDATED PUBLIC WORKS DIRECTOR AND CITY ENGINEER JOB DESCRIPTIONS AS PRESENTED; FURTHER TO APPROVE THE UPDATED CLASSIFICATION POINTS FOR THE PUBLIC WORKS DIRECTOR POSITION AT 834 POINTS AND THE CITY ENGINEER POSITION AT 724 POINTS, AND TO AUTHORIZE STAFF TO BEGIN ADVERTISING FOR THE POSITIONS.

Update regarding Brainerd Public Utilities Managers and Supervisors Association Union

HR Director Schubert stated that Bureau of Mediation Services certified the Public Utilities Managers and Supervisors Union. It does exclude confidential employees. The status-quo ordered is lifted and the union will notify the City of intent to negotiate.

Discussion on Annual Budget Timeline and Set Workshop

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY, DULY CARRIED, TO SET A BUDGET WORKSHOP FOR AUGUST 26TH, 2024 AT 6:00 PM IN THE CITY COUNCIL CHAMBERS.

2023 Tax Increment Financing (TIF) Report Summary – Informational

Committee Chair Johnson stated that the report summary was attached in the packet.

IBEW Local No. 31 Strike/Arbitration Update

HR Director Schubert stated that the City was notified that the Union's Attorney was going to recommend that the parties resume mediation. If there are any questions or if the Council wants more information, she recommends going into closed session.

Member Czczok asked about the closed session, whether it would be to discuss negotiations or arbitration.

HR Director Schubert stated that it would be to discuss negotiations.

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)

Park Board – 1 term (Expire 2026)

Transportation Advisory Committee- 2 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)

Final Reading - Proposed Ordinance 1570 - Amending City Code 1200.03 Subd. 6 Temporary Licenses

Finance Director Hillman stated that this ordinance will match State statute.

Member Czczok asked whether the Council has to set a specific combinations of days.

Finance Director Hillman stated that it would be any combination of days in a calendar year.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1570 AND DISPENSE WITH THE ACTUAL READING.

The Chair opened the public hearing at 8:10 p.m.

No one came forward.

The Chair closed the public hearing at 8:10 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND STENGLEIN TO ADOPT ORDINANCE 1570.

ORDINANCE 1570

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

Final Reading and Public Hearing - Proposed Ordinance 1571 - Prohibiting Camping in the City of Brainerd

Police Chief Davis stated that over the last several years, there has been an increase in encampments. These encampments have spread throughout the City and there have been incidents that are concerning from a public safety standpoint. This has led to discussions and concerns from Council Members as to what the Police Department could do if there were encampments found in parks, right of ways, and sidewalks. He is proud of the way that the Brainerd Police Department has worked with the community and community groups thus far. They have taken an empathetic approach to individuals. However, it has gotten to the level that it may be at the expense of public safety. As Police Chief, his responsibility is to the entire community. As empathetic as he is to individuals, the health, welfare, and safety of the community could be put into jeopardy with no enforcement tools. The Brainerd Police Department will double down on its collaborative efforts to coordinate with the homeless response team and other entities as it has been. However, it will not be at the expense of public safety. There have been questions about the fine amount, \$1,000 or 90-days in jail are the Minnesota Statutory limits of a misdemeanor. By no means would someone be looking at that amount for a penalty if issued a ticket in Brainerd. He has had conversations with the City Prosecutor, who is proposing the default fine amount of \$50. There would be \$85 of court surcharges, for a total of \$135.

Community Development Director Kramvik gave an overview of the ordinance.

Member Czczok asked about the language in the ordinance referencing "homeless" people. He asked a hypothetical question about camping in Gregory Park on whether the Police Department could do anything to have individuals leave a park at the current time.

Police Chief Davis responded that the ordinance does not reference "homeless" and unless there were other applicable offenses, the Police Department does not have the authority to ask individuals to leave public spaces at this time.

The Chair opened the public hearing at 8:20 p.m.

The following individuals spoke in opposition of the ordinance:

Bridget Walters, 1103 Quince St
Ed Shaw, 521 N 9th St
Scott Adkisson, 4203 Parkway Dr, Nisswa
Bill Wear, 5823 Louvern Cir, Baxter
Jessen Alexander 1341 Acorn Dr, Pillager
Emma Crust, 133 Kelly Rae Rd
Randi Wickham, 710 S 8th St
Vickie Kinney, 8660 Fernmont Rd, Lake Shore
Leslie Moughty, 411 Juniper St
Emma Needham, 1017 13th Ave NE
Calie Schweninger, 311 3rd St SE, Little Falls
Stacia Harris-Pickar, 804 SE 19th St
Michael Giovannis, 5250 Villa Way, Minneapolis

Generally, those that spoke in opposition of the ordinance asked that the City Council act compassionately, asked to delay the ordinance, work with community partners, expressed the need for year-round individual and family shelters and supports, felt that the ordinance criminalized homelessness, and that it will be further detrimental and put up barriers for those who are unhoused currently.

The following individuals spoke in favor of the ordinance:

Tad Johnson, 218 Ridge Dr

Isabelle Johnson, 218 Ridge Dr

Generally, those that spoke in favor of the ordinance expressed concern for personal and public safety and stated that being compassionate includes helping individuals avoid situations where their health is at stake.

The Chair closed the public hearing at 9:03 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO CONDUCT THE FINAL READING OF ORDINANCE 1571 AND DISPENSE WITH THE ACTUAL READING.

Member Stenglein suggested lowering the maximum amount of the fine and the jail time. This is what Duluth did and it would be good if the City followed in Duluth's footsteps.

Member Johnson asked about the change being substantial enough to require going back to a first reading.

Attorney Langel stated that this change is not substantial enough to require the process to start over.

Member Czeczok asked about whether changing the amount fined and jail time is allowable under statute. The current wording is based on State statute.

Attorney Langel stated that the City could be more restrictive than State statute.

Member O'Day stated that the ordinance was approved by the prosecutor. He is more comfortable with passing the ordinance the way it is written and coming back later to adjust if necessary. He is comfortable with what Chief Davis has said about the amount of the fines expected.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND CZECZOK TO AMEND THE ORDINANCE BY CHANGING THE MAXIMUM AMOUNT FINED TO \$200 AND THE REMAND SENTENCE TO A MAXIMUM OF 15 DAYS IN JAIL.

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

Member Johnson stated that he appreciates all of the testimony heard tonight. He thinks that there is more that the City can do to help unhoused people. However, he did not hear anything concrete to make the situation better. He hopes that people bring solutions forward to the City Council. If this ordinance doesn't work, it can be gotten rid of in a month.

Member Terry thanked everyone for their testimony. She shared her thoughts as an elected Council Member who advocates for all individuals in our City and as someone who has an understanding and education regarding homelessness. She stated that while the City does

have the beginning of a response to this issue, there needs to be a systemic solution. Housing and services to end homelessness work, tickets and arrests do not. She requested that the City postpone the ordinance, look at what it would take to have the warming shelter open all year round, coordinating services, and making camping an administrative citation if the Council chooses to pass the ordinance.

Member O'Day stated that he does not believe that the Police Department operation would change. All of the other options need to be thrown on the table, a misdemeanor is the last option for the department to utilize. He asks that we pass the ordinance and continue to offer services.

Member Czeczok thanked everyone for their testimony. He stated that everyone is asking to postpone this "monster" ordinance. However, this issue has been being dealt with for decades, and it feels like "we're kicking the can down the road" by postponing the ordinance. This is not going to be storm troopers throwing out the dragnet across the City to corral everyone up to the jail. Council is trying to help the Police Department do the job they need to do. He trusts our police. They are going to do the best job they can with the help of this ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND O'DAY TO ADOPT ORDINANCE 1571.

ORDINANCE 1571

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

New Business

Consider Interim Use Permit for a Short-Term Rental at 1123 15th Ave NE

Community Development Director Kramvik gave an overview of the conditional use permit. Mr. Fish provided many of the conditions in providing house rules to alleviate the neighbor's concerns. The Planning Commission recommended unanimous approval of the permit with conditions.

Member Johnson asked how the mooring will be enforced.

Community Development Director Kramvik stated that the mooring would have to be documented. Future permits could be denied based on documentation.

Member Czeczok stated that he believes that the neighbors will be very satisfied with Mr. Fish as the manager of the property based on his testimony and strict rules.

Member Stenglein stated that Mr. Fish brought some of the conditions to the Planning Commission through the house rules. He is on board with where the Council wants to be with short-term rentals.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND STENGLEIN, DULY CARRIED, TO APPROVE THE INTERIM USE PERMIT FOR ONE SHORT-TERM RENTAL UNIT AT 1123 15TH AVE NE BRAINERD, MN 56401 WITH THE FOLLOWING CONDITIONS: THE SHORT-TERM RENTAL CANNOT OPERATE UNTIL THERE IS AN APPROVED INSPECTION BY THE HOUSING INSPECTOR AND THE FIRE MARSHAL, THE INTERIM USE PERMIT FOR A SHORT-TERM RENTAL AT 1123 15TH AVE NE. BRAINERD,

MN 56401 TERMINATES ONE YEAR AFTER APPROVAL, ALL OUTDOOR LIGHTING FIXTURES SHALL MEET THE STANDARDS OF SECTION 515-4-8 OUTDOOR LIGHTING OF THE ZONING CODE, BOAT DOCKING, MOORING, AND BEACHING SHALL ONLY OCCUR WITHIN PROPERTY LINES AS IF EXTENDED INTO THE LAKE, DOCK SIZE AND CONFIGURATION SHALL COMPLY WITH ALL APPLICABLE STATE REGULATIONS, THE PROPERTY AND ALL ACCESSORY STRUCTURES SHALL CONFORM TO THE CITY OF BRAINERD SHORELAND ORDINANCE, OVERNIGHT GUEST VEHICLES AND TRAILERS MUST BE PARKED IN THE DRIVEWAY, AND SUBMIT MONTHLY LODGING TAX TO THE FINANCE DEPARTMENT.

Consider Conditional Use Permit for a Childcare Center Expansion at 418 8th Ave NE

Community Development Director Kramvik stated that TCC wants to expand the area of fenced in area in order to expand the number of spaces in their facility.

Member Czczok asked how far back from Highway 210 the fence would be and whether this expansion would be affected by the upcoming project.

Community Development Director Kramvik stated that it would be within the setbacks and cause no conflict with the Highway 210 project. It will provide for 8 more spaces for their center.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND CZECZOK, DULY CARRIED, TO APPROVE THE CONDITIONAL USE PERMIT FOR 418 8TH AVE NE BRAINERD WITH THE FOLLOWING CONDITIONS: APPROVED INSPECTIONS AND REVIEWS BY THE FIRE MARSHAL AND BUILDING OFFICIAL PRIOR TO OPERATION, THE EXPANDED 6-FOOT FENCE WILL BE THE SAME COLOR AS THE EXISTING FENCE, APPROVAL OF THE CUP AMENDMENT WITHOUT ANY FUTURE OCCUPANCY LIMITATIONS TO EXISTING CLASSROOMS IN THE BUILDING.

Consider Ordinance Prohibiting Outdoor Storage for Crypto Mining, Data Centers, AI Centers, and Similar Uses

Chair Bevans stated that he asked to have this item on the agenda. It seems that if the Council denied the interim use permit, that it would make sense to let staff know that the Council would like to consider an ordinance change. The EDA will be holding a workshop this week and he is sure that the crypto business would appreciate knowing that crypto mining in outdoor storage is not something that the City Council is interested in.

Community Development Director Kramvik stated that because the outdoor storage is the principal use which required VCV to apply for an IUP. The other crypto mining facility in Brainerd does have a large building, their use of outdoor storage is considered an accessory use. If Council does want an ordinance restricting outdoor storage, they would not be able to expand their outdoor storage.

Member Johnson asked about the other crypto mining business, why it would be considered an accessory use if their outdoor storage is on a separate parcel from their building.

Community Development Director Kramvik stated that typically there has been a consolidation of properties. Just for Crypto has not consolidated their land yet. Staff has met with them to discuss consolidation of their property.

Member Stenglein stated that the Planning Commission has talked about sound-based ordinances. She questioned how these would work together to deal with the issue as a whole.

Community Development Director Kramvik stated that one of the recommendations was to have crypto mining moved up on their itinerary to coordinate with a sound ordinance.

Member O'Day stated that after what the City has gone through the last few months this would be a good idea to bring this forward as an ordinance. The use of a building is favored because if the company picks up and leaves, at least there is a building to market.

Member Czczok asked about the use of a building and the expansion of a building.

Community Development Director Kramvik stated that there would be height, fire, and building restrictions.

Chair Bevans stated that he is shocked that the City has violated its own ordinance with the miners in operation. Another appropriate action may be to notify Just for Crypto that they are in violation. It seems unfair.

Member Czczok asked for clarification on whether the Just for Crypto facility is currently in violation of ordinances.

Community Development Director Kramvik stated that he has notified Just for Crypto that is in violation of the outdoor storage as well as grading ordinances. Staff is working through the correction process.

MOVED AND SECONDED BY COUNCIL MEMBERS TERRY AND STUNEK, DULY CARRIED, TO DIRECT STAFF TO DRAFT AN ORDINANCE PROHIBITING OUTDOOR STORAGE FOR CRYPTO MINING FACILITIES, DATA CENTERS, AND SIMILAR USES FOR THE PLANNING COMMISSION TO CONSIDER AND HOLD A PUBLIC HEARING AT THEIR AUGUST 21ST MEETING.

Public Forum

The Chair opened the public forum at 9:43 p.m.

Kevin Query, 427 Cedar St, stated that he is back again to request that the City Council direct staff to price out the cost of getting a mini sweeper for the Streets Department as well as assess where the funding would come from to purchase the sweepers.

The Chair closed the public forum at 9:44 p.m.

Staff Reports

IT/GIS Director Strong stated that the CLC Station Manager has accepted a new position, so there is no one to run the station until a replacement is found.

Finance Director Hillman stated that the Primary Election is on August 13th, there is not a City race on the primary. However, by State statute the City must hold a primary for State and Federal races.

Member Czczok asked why the City must have so many polling places for the Primary Election if there is a low voter turnout.

Finance Director Hillman stated that the same polling places must be used. For the primary, they will be operated with lower staffing numbers, but all 8 precincts must be open.

City Engineer/Public Works Director Dehn stated that Public Works maintenance staff will be assisting with street closures for night out events.

Community Development Director Kramvik stated that the EDA will hold a workshop on August 6th at 5:00 p.m. with Public Utilities Commissioners and City Council Members present in the City Council Chambers.

City Administrator Broyles stated that his six-month review will be on September 3rd in closed session. HR Director Schubert will be asking for Council input by August 23rd. The group reviewing the ownership of the Airport held a meeting on August 1st. The FAA was present at the meeting to answer questions which was prompted by Council direction to divest from the Airport. If the Council does decide to divest, it could take up to a year to complete the process. He will be meeting with County Administrator Erickson regarding the Airport. Finally, he was asked by Sourcewell to serve on the Board of Trustees for Sourcewell. It would be low impact and would not impact his City duties. He is looking for approval to do this.

Generally, City Council did not object to the request from Sourcewell for Administrator Broyles to serve on the Board of Trustees.

Mayor's Report

Mayor Badeaux stated that on Thursday, August 15th at Gregory Park the North Brainerd Association will hold their night out. The Mayor and Administrator Broyles attended an event for Sheridan for their celebration of 125 years in business. The City was given a t-shirt, he would like to see it go in the display case. On Thursday, August 22nd at Mills Field the Police and Fire Departments will be a part of a softball fundraising event for Mills Field improvements.

Council Member Reports

Member O'Day stated that as SPW Chair he would like to review the street sweeping by the end of October. Our staff works as hard as they can with the equipment that they have.

Member Stenglein stated that the Viking Festival is on August 10th at the Fairgrounds.

Member Czczok thanked the Rental Housing Inspector for his conversation with people who are near to his heart and responding to their concerns. He also stated that every individual can come before the Council to make a public statement. He has been called a liar in an opinion letter in the Brainerd Dispatch. He does not like to be called a liar and he requested that the Brainerd Dispatch do a better job.

Chair Bevans stated that he will be at the First Lutheran Church Night Out on Tuesday, August 6th on 8th Street and Norwood Steet from 5:30 to 7:00 p.m.

Adjourn

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND STUNEK, DULY CARRIED, TO ADJOURN TO THE CLOSED SESSION PER MN STATUTE 13D.05 SUBD 3(C)3 TO DISCUSS THE POTENTIAL SALE OF CITY-OWNED PARCEL 41010545.

The Chair adjourned the meeting at 10:02 p.m.

Council adjourned to the closed session after a five-minute break.

The Chair reconvened the meeting at 10:15 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND STUNEK, TO
ADJOURN THE MEETING.

The Chair adjourned the meeting at 10:15 p.m.

Nicholas W. Broyles
City Administrator



BRAINERD POLICE DEPARTMENT MONTHLY REPORT



BOOYAH AWARD



Records Technician Michelle Mendoza is July's Booyah Winner.

A huge shout out to Michelle. Twice now she has assisted me with helping Spanish speaking customers at the front desk. She was able to make them feel comfortable with a much better customer experience. Booyah!

TRAINING & STAFF DEVELOPMENT

Emergency Vehicle Operations Course (EVOC)

Sergeant Pallansch attended EVOC. This EVOC is a blended course with 2 hours online and 6 hours in vehicle. Exercises included collision avoidance, straight-line brake, brake-to-steer combinations, backing for emergency vehicles, skid prevention and control, intersection management, highway-response driving, and pursuit intervention techniques.

School Resource Officer Training

SRO Selvestra attended Guiding Principles for School Resource Officer. This three-day course included building effective relationships with school administration and staff, best practices in an active threat, legal considerations for juveniles and schools, school facility assessment training, and special education and students with special needs awareness.

CONDUCT ON PREMISES ACTIVITY REPORT

ICR	Date Reported	Title	Address
24010945	07/29/24	Conduct on Premises	612 Norwood Apt. 3

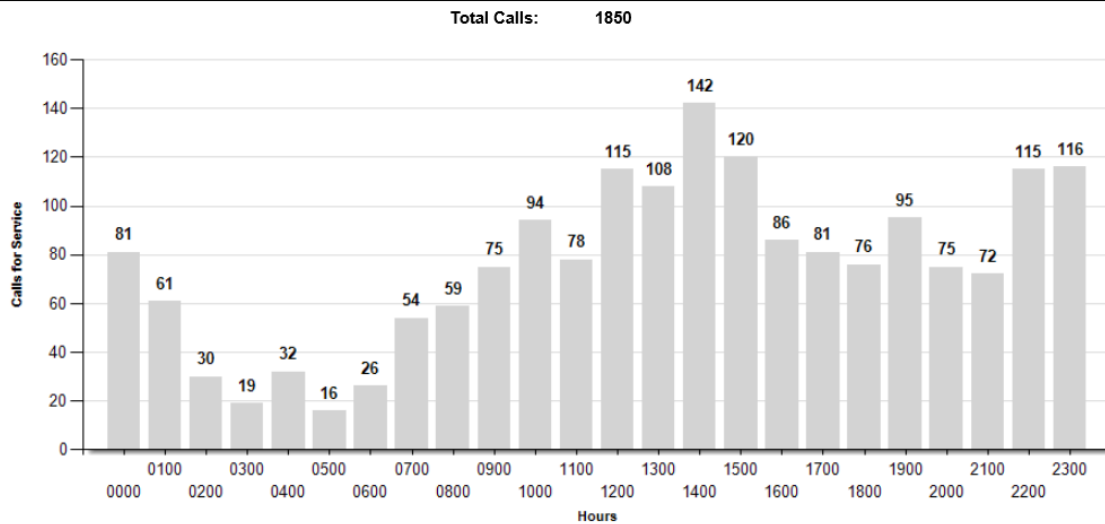
OVERALL CALLS FOR SERVICE

Month	2024	2023
Number of Calls for Service	1,826	1,490



Calls for Service Hourly

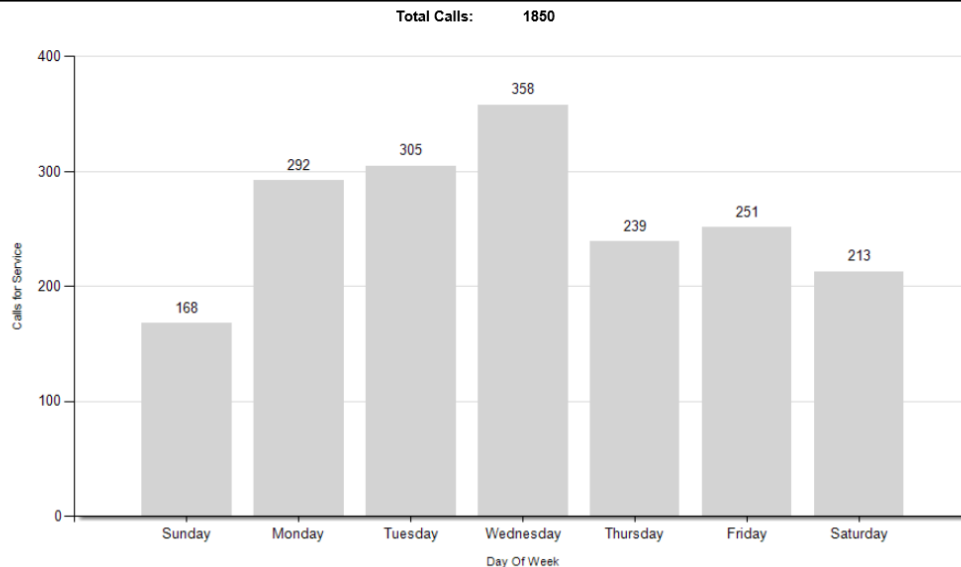
7/1/2024 to 7/31/2024



Calls for Service Day Of Week

Start Date: 7/1/2024

End Date: 7/31/2024



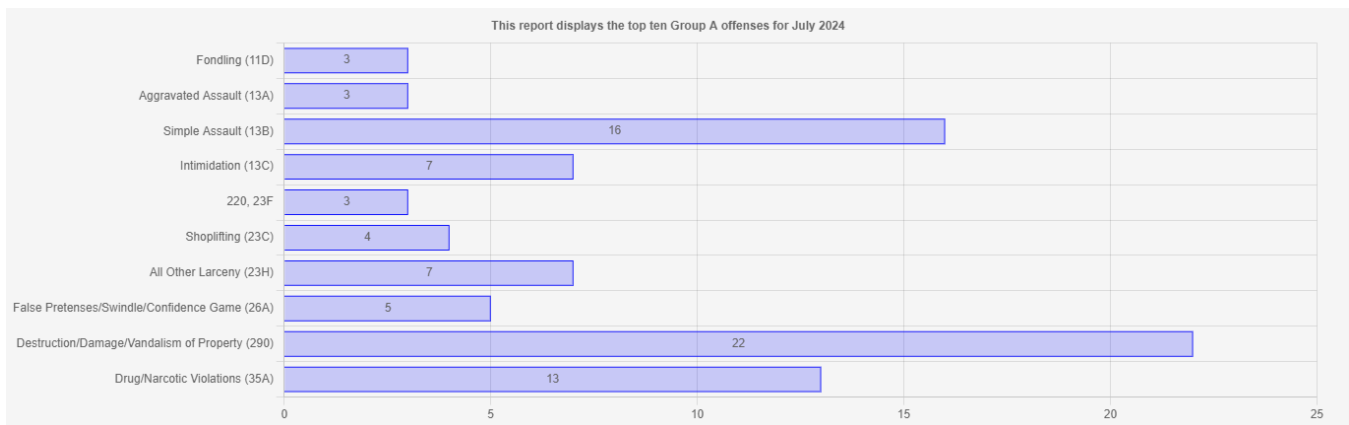
CRIME STATISTICS

Year to Date through Month	2024	2023
Group A Offenses Known or Reported to Police	565	755
Group A and B Arrests	474	458

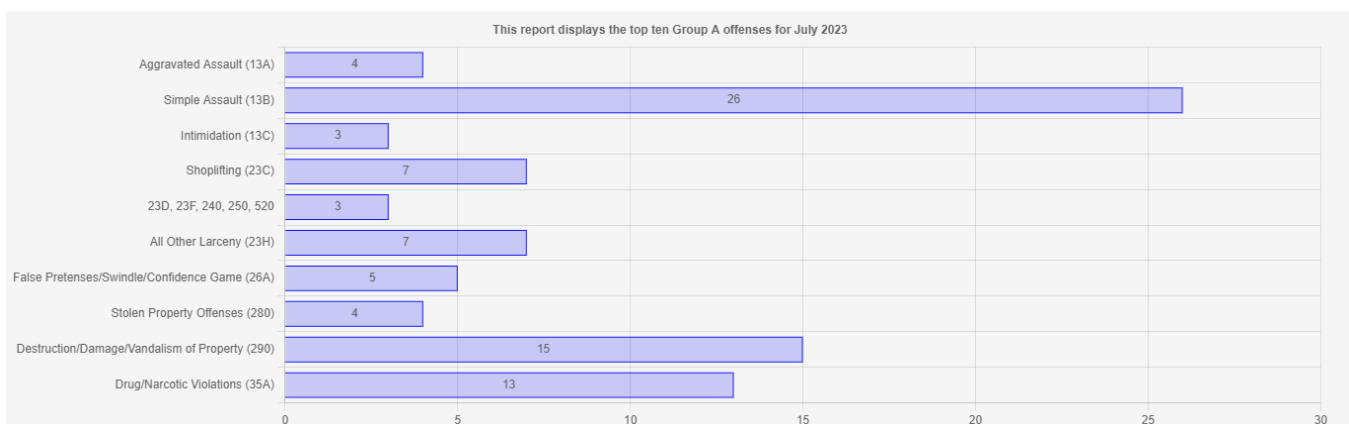
**** Note: 2024 totals do not include case files that have not yet been coded.**

TOP 10 GROUP A OFFENSES

July 2024

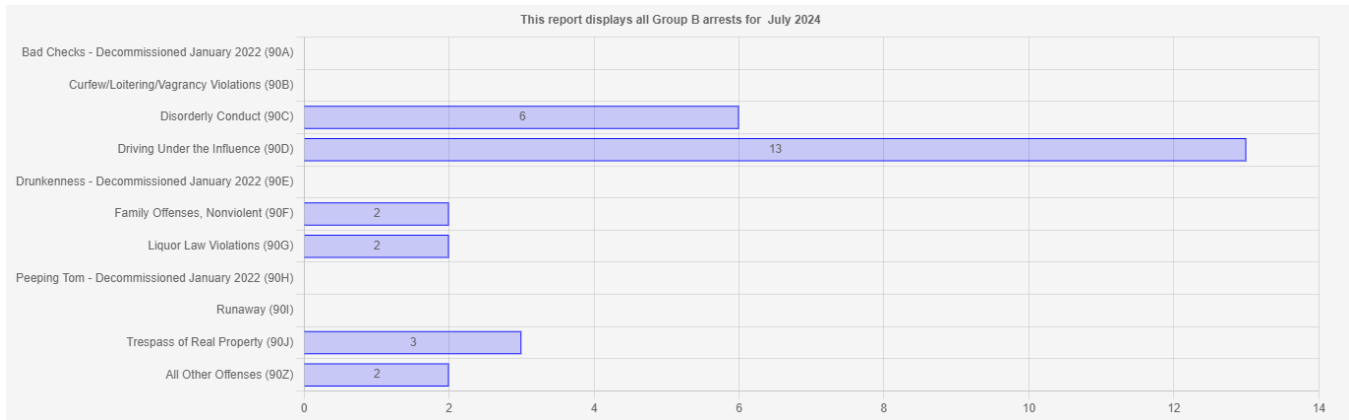


July 2023

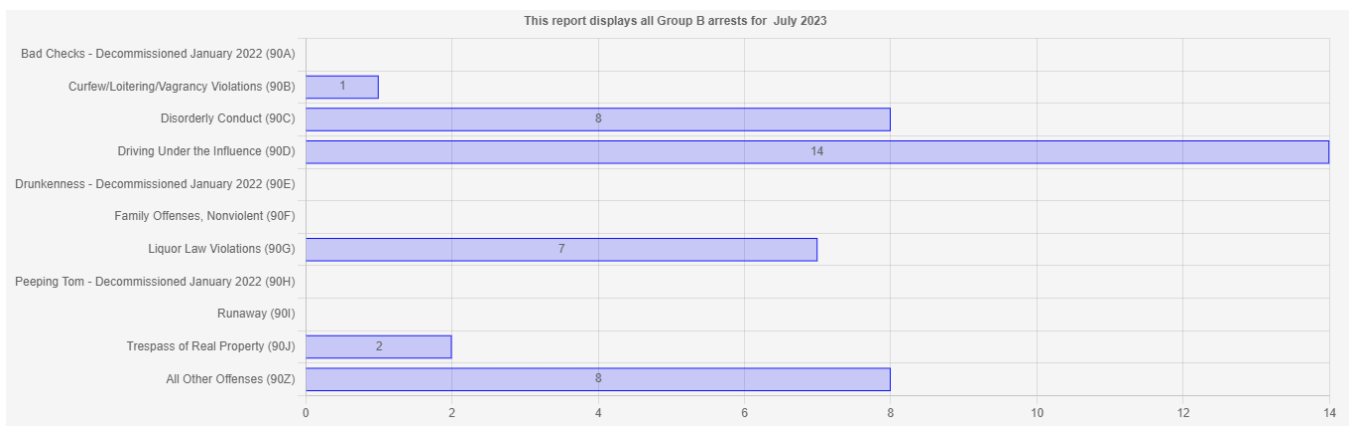


GROUP B ARREST DATA

July 2024



July 2023



CITATIONS, PARKING TICKETS, & WRITTEN WARNINGS

Month	2024	2023
Citations (Inc. Parking Tickets & Written Warnings)	186	195

54 parking tickets were issued in the month of July, with the following dispositions.

1	Dismissed
18	Paid in Full
1	Partial Payments Received
34	No Payment Received

Revenue Recapture Receipts:

2023 Total:	\$ 8,046.99
2024 To Date:	\$6,551.78

BODY WORN CAMERA DATA REPORT

Month	Number of Videos	Hours of Video	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
July	2,011	413	721	367	12.32 Minutes	65



COMMUNITY OUTREACH

Bike Patrol

Officers have been on bike patrol with focus on community engagement and vandalism targeted enforcement.

**4th of July Event**

Officers were on parade detail, traffic control, bike patrol and other assignments to ensure that everyone had a fun and safe 4th of July.



COMMUNITY DEVELOPMENT DEPARTMENT REPORT

James Kramvik, CDD

July 2024



BUILDING PERMITS

The Community Development Department issued 86 building permits with a total project valuation of \$1,974,166 in the month of July. Within the Central Business District (prev River to Rail), seven (7) permits were issued. These improvements resulted in \$452.25 being waived in permit fees.

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

Issued Permits for July 2024		
Type Of Permit	# Issued	Total Project Valuation
Commercial – Building – Accessory Structure	1	\$200,000
Commercial – Building – Demolition	2	\$8,000
Commercial – Building – Remodel	5	\$1,682,752
Commercial – Building – Windows/Doors	1	\$13,000
Commercial – ENG – Sewer/Water Repair	1	N/A
Commercial – Mechanical – Air Conditioner	3	N/A
Commercial – Mechanical – Furnace/Boiler	1	N/A
Commercial – Plumbing – Remodel	1	\$1,000
Commercial – Plumbing – Water Heater	1	N/A
Engineering – Excavation	2	N/A
Fence	3	N/A
Residential – Building – Accessory Structure	1	\$20,000
Residential – Building – Deck	1	\$7,000
Residential – Building – Demolition	2	N/A
Residential – Building – Remodel	3	\$39,874
Residential – Building – Roofing	21	N/A
Residential – Building – Roofing+Garage	2	N/A

Residential – Building – Siding	2	N/A
Residential – Building – Windows/Doors	10	N/A
Residential – Mechanical – Air Conditioner	3	N/A
Residential – Mechanical – Furnace+AC	5	N/A
Residential - Plumbing – New/Addition	3	N/A
Residential – Plumbing – Water Heater	9	N/A
Sign	3	\$2,540

There were no single-family home building permits in the month of July.

BUILDING INSPECTIONS

The Community Development Department conducted 161 building inspections in July.

CODE ENFORCEMENT

The Community Development Department conducted 102 code enforcement inspections and re-inspections in July resulting in violations across the following categories:

CODE ENFORCEMENT INSPECTIONS	
Junk and Debris	9
Outdoor Storage	2
Zoning Code Violation	2
Unlicensed/Inoperable Vehicles	1
Tree Diseased/Dead	17
City Code Violation-Garage Sales	1
Accessory Structure Material	1
Unsafe Structure	1
Exterior Structure	5
Grass/Weeds	53
Garbage	1
Vacant Dwellings & Buildings	9
Total = 102	

**Note: With the adoption of Ordinance No. 1524 on April 4th, 2022, Community Development staff have moved to complaint driven enforcement only.*

Direction on Active Code Enforcement Cases

Staff continue to send citations to the following properties as directed by City Council.

- 1) **823 Willow St** – Unlicensed Rental - Issuing \$300 citation monthly for non-licensed rental. Legal action from the City Attorney is taking place.
- 2) **303 J St NE** – Fence - Issuing a \$300 citation each month until the non-permitted fence is corrected.

- 3) **1812 Oak St** – Unlicensed Rental – Issuing a \$300 citation each month for non-licensed rental. Legal action from the City Attorney is taking place with a scheduling conference set for 8/5/24.
- 4) **15284 Beaver Dam Rd** – Illegal discharge of sewage from pole building - Issuing a \$100 citation each day for non-compliant septic. Requested legal action from City Attorney 9/18/23. The property manager applied for and received a rental license on 12/5/23 for the 5-bedroom house that a family was already living in. This rental license will expire 5/31/24 and will not be renewed. Legal action from the City Attorney is taking place.
- 5) **319 N 9th St** – Property Maintenance/ Roof – Issuing a \$300 citation each month until roof is corrected.

RENTAL LICENSES & INSPECTIONS

The Community Development Department issued 15 rental licenses in the month of July.

The Housing Inspector completed 37 rental property inspections and re-inspections in July.

CONTRACTOR REGISTRATION

The Community Development Department issued four (4) contractor registrations in July.

PLANNING AND ZONING

August 21st Planning Commission Agenda

1. Hold Public Hearing for Proposed Ordinance Regulating Garage Requirements for Residential Housing Units
2. Consider Conditional Use Permit Amendment at 703 Oak Street to Construct an Outdoor Playground at the Current Childcare Facility.
3. Hold Public Hearing for Proposed Ordinance Prohibiting Outdoor Storage for Crypto Mining and Similar Uses
4. Review and Provide Direction for Building Design Standards.

The Planning Commission will review Section 515-4 of the Zoning Code pertaining to General Building, Development, and Design Standards.

This review is meant to enhance the existing code and correct issues that have developed since adoption of the new Zoning Code. The purpose of design standards in a form-based code is to allow for additional uses in the neighborhood provided it conforms to similar building characteristics of the neighboring properties. In the initial review, staff will highlight areas of the code that should be discussed and possibly amended. Additionally, staff will provide example ordinances from other communities that could be considered for Brainerd's Zoning Code.



ECONOMIC DEVELOPMENT

Façade Improvement Grant

The EDA approved a façade improvement grant for all commercial/ industrial uses in Brainerd and allocated up to \$20,000 per calendar year to fund eligible projects. The program provides a 50% matching grant for actual construction costs up to \$5,000 per property.

At the June 6th EDA meeting, the Board agreed to a contract with BLAEDC for advertising and administering the grant program. BLAEDC worked with staff on the final parameters of the grant program, FAQ's and began advertising the grant on July 1st. BLAEDC began accepting applications on July 15th and by the end of the week, all funds were allocated to eligible projects based on a first come basis. BLAEDC, the Community Development Director, and the President of the EDA reviewed all projects for eligibility.

PROJECTS

Pearl Swan, LLC – 823 Washington St – Painting the exterior and new awning of a mixed-use building. Lower level will be a retail laser engraving shop.

Total Project - \$10,290

EDA Grant - \$5,000

A.W. Research Laboratories, Inc – 314 Charles St – Exterior paint

Total Project - \$15,150

EDA Grant - \$5,000

623 Laurel St (Brekken's) – A lighted south facing sign along Laurel Street

Total Project - \$6,569

EDA Grant - \$3,284

Revolv Manufacturing – 1100 Industrial Park Road - Sidewalk to an entrance door and landscaping

Total Project – \$4,500

EDA Grant - \$2,250

Rage Holdings LLC – 1109 Oak St – Awning across entire façade of mixed-use building.

Total Project - \$10,388

EDA Grant - \$5,000 – Exceeds EDA \$20,000 allocation by \$534.00

Five Total Projects - \$20,534.00 in grant requests. The EDA approved an additional \$534.00 to fully fund all projects.

EDA Workshop

The EDA held a workshop on August 6th to consider an alternate construction plan from VCV and investor BLOCKMETRIX for a crypto-mining facility at 1911 Thiesse Dr. The new plan includes the construction of a data center facility to house immersion cooling tanks. VCV was looking for the attendees to provide comments for or against the new concept before proceeding with revised construction plans. Members of the BPU Commission and City Council were also in attendance to ask questions and provide comments. BLOCKMETRIX is considering future requests of the EDA and BPU Commission and met with staff on August 14th.

PLANNING AND ZONING PROCESSES – CURRENT PROGRESS UPDATE

Address: 2424 Business 371

COMPLETED

PZE Process: Variance

Date Issued: 5/18/23

Project Description: The variance requested was to exceed the 12' height limit on signs in the PSP zoning district by 3'.

Project Progress: Upon passage, a permit was filed and issued. The sign has been installed and passed all inspections.

Address: 3 Washington St NE

COMPLETED

PZE Process: Variance

Date Issued: 6/2/23

Project Description: Construction of a new Dunkin Donuts:

The first variance request is to allow their main entrance to face the rear yard of the property. Section 515-2-14.C requires the principal façade to front onto an avenue/street for properties in the CC District. The second variance request is to allow a 27'1" principal building front yard setback, a 24' side yard corner setback, and a 66'7" rear yard setback.

Project Progress: The applicant has applied for permits and Nor-Son has been selected for the project. Demo and building permits have been issued and construction is underway.

Address: 431 B St NE

EXPIRED

PZE Process: Variance

Date Issued: 5/3/23

Project Description: Requested a 7' corner yard setback for an accessory structure addition.

Project Progress: The applicant has not yet applied for a permit.

Address: 703 Oak St

COMPLETED

PZE Process: Conditional Use Permit

Date Issued: 6/8/23

Project Description: The operation of a Commercial Day Care Facility.

Project Progress: On August 22nd, 2023, Brainerd Family YMCA submitted a Commercial Building New/Addition permit for a \$701,000 renovation in accordance with the conditions set in the Conditional Use Permit. This property is in the River-to-Rail area and qualified for a \$150,000 reduction in the assessed valuation. The permit has been issued and is nearing completion.

Address: 515 9th St. S

DENIED

PZE Process: Interim Use Permit

Date Issued: Denied

Project Description: The operation of a short-term rental in one unit of the duplex at 515 9th St S.

Project Progress: This permit was denied by the City Council in August and currently no alternative uses other than long-term housing has been proposed by the applicant.

Address: 219 W Laurel St

COMPLETED

PZE Process: Variance

Date Issued: 7/03/23

Project Description: A variance to allow a second accessory structure and to exceed the accessory structure square footage limit of 500 Sq Ft for the construction of a new 24' x 24' garage.

Project Progress: Upon passage of this variance the applicant submitted a permit to construct this accessory structure at the premises on September 1st, 2023. The project was completed and closed 12/15/23.

Address: 203 Hawkins Dr

COMPLETED

PZE Process: Interim Use Permit

Date Issued: 7/20/23

Project Description: The utilization of the property as a short-term rental.

Project Progress: The IUP was approved by the Council on August 21st, the applicants have resumed operation of the short-term rental at the premises.

Address: 11617 Andrew St.

COMPLETED

PZE Process: Variance

Date Issued: 7/31/23

Project Description: A variance to allow the construction of a 6000 SQFT accessory structure, which exceeds the allowed 500 SQFT in the General Commercial Zoning District. The structure will serve as the classroom facility for the American Institute of Nondestructive Testing.

Project Progress: The commercial building permit was issued on 8/31/2023 and was finalized 1/5/24.

Address: 502 Juniper St

COMPLETED

PZE Process: Interim Use Permit

Date Issued: 10/2/23

Project Description: The utilization of the property as a short-term rental.

Project Progress: The IUP was approved by the Council on October 2nd, the applicants have resumed operation of the short-term rental at the premises.

Address: 1202 6th St S

PZE Process: Variance

Date Issued: 11/03/23

Project Description: Allowing the existing Ice producing machine at the premises to be 100% metal sided.

Project Progress: The City Council approved this at their 11/20/23 meeting. Landscaping was done June 1st, 2024 and is nearing completion.

Address: 701 4th St SW

DENIED

PZE Process: Interim Use Permit

Date Issued: Denied

Project Description: The utilization of the property as a short-term rental.

Project Progress: The IUP application was denied at the January 2nd City Council meeting. The applicant has been approved for a rental license upon proof of a property manager residing within 50 miles of the property. The property has since been sold and is now owner occupied.

Address: 100 Washington St.

PZE Process: Conditional Use Permit

Date Issued: 1/2/2024

Project Description: The utilization of the property as an auto repair shop.

Project Progress: The applicant has applied for a sign permit. The Fire Marshal is working with the property owner and business to bring the building up to fire code.

Address: 524 N 8th St

COMPLETED

PZE Process: Interim Use Permit

Date Issued: 1/2/2024

Project Description: The utilization of the property as a short-term rental.

Project Progress: The applicant has obtained a rental license and is now allowed to operate a short-term rental at the subject property.

Address: 418 8th Ave NE **COMPLETED**

PZE Process: Conditional Use Permit

Date Issued: 3/4/2024

Project Description: The utilization of the property as a commercial childcare facility with two Early Head Start Classrooms and a total enrollment of 16 children.

Project Progress: The Conditional Use Permit was approved by the City Council at the April 1st, 2024 meeting. A fence permit was applied for and issued.

Address: PID 41040887 620 3rd St NW

PZE Process: Conditional Use Permit Amendment

Amendment Approved: 3/4/24

Project Description: The applicant proposed the construction of a 12-unit apartment complex.

Project Progress: The applicant has not begun construction. The applicant was approved for a Conditional Use Permit Amendment at the March 4th, 2024, City Council meeting.

Address: PID 41040888 610 3rd St NW

PZE Process: Conditional Use Permit Amendment

Amendment Approved: 4/1/24

Project Description: The construction of a health club and boarding house.

Project Progress: The applicant has not begun construction of the facility but has begun site grading. The applicant was approved for a Conditional Use Permit amendment at the April 1st, 2024 City Council meeting.

Address: PID 41040889 580 3rd St NW

PZE Process: Conditional Use Permit

Date Issued: 3/4/2024

Project Description: The construction of a residential 12-unit multifamily apartment building consisting of two 2-bedroom units and ten studio apartment units.

Project Progress: The Conditional Use Permit was approved by the City Council at the April 1st, 2024 meeting.

Address: 714 7th St S **COMPLETED**

PZE Process: Interim Use Permit for a Short-Term Rental **Date Issued:** 4/1/24

Project Description: The utilization of the property as a short-term rental.

Project Progress: The applicant has obtained a rental license, and a local agent/contact has been assigned.

Address: 805 Laurel St

PZE Process: Conditional Use Permit and Variance

Date Issued: 4/22/2024

Project Description: To construct a mixed-use multifamily building supporting commercial space along with 45 units of housing.

Project Progress: The developer is awaiting news of the MN Workforce Housing Grant recipients which will most likely be determined in mid-august.

Address: 1101 Pine St

PZE Process: Variance

Date Issued: 5/6/2024

Project Description: To construct a 12' wide concrete street loaded driveway off of Pine Street rather than off the alley to an existing accessory structure.

Project Progress: The property owner is working on the project.

Address: 1111 Oak St

PZE Process: Conditional Use Permit and Variance

Date Issued: 5/6/2024

Project Description: To construct a 5+ unit apartment and exceed 20+ DU/AC in the TN-2 District. Variance from the landscape requirements.

Project Progress: The remodel permit has been issued and the property owner is currently working on the property.

Address: 1918 Thiesse Dr

DENIED

PZE Process: Interim Use Permit for Outdoor Storage

Date Issued: Denied

Project Description: Outdoor storage as a principal use on an industrial lot.

Project Progress:

Address: 1123 15th Ave NE

COMPLETED

PZE Process: Interim Use Permit

Date Issued: 8/5/2024

Project Description: The utilization of the property as a short-term rental.

Project Progress: The applicant has obtained a rental license; a local agent has been assigned and the necessary inspections have been completed.

Address: 418 8th Ave NE

PZE Process: Conditional Use Permit Amendment

Date Issued: 8/5/2024

Project Description: The expansion of a fenced in area of the property to be used as a commercial childcare facility with two Early Head Start Classrooms and a total enrollment of 16 children. Additionally, to allow the expansion of one more classroom later in the year.

Project Progress: The Conditional Use Permit was approved by the City Council at the April 1st, 2024 meeting. A fence permit was applied for and issued, but it was discovered that the fence was too small of an area and needed expansion. A new fence permit was issued to Elite Fencing and is in progress.



City of Brainerd
IT/GIS Department Monthly Report
July 2024

Projects

- Crash course on cable channel operations as CLC station manager departs
- Created webpage listing union negotiations / strike timeline with regular updates
- Discussions with County IT regarding implications of possible airport ownership changes
- Re-opening discussions about codification of city code – platform options, timeline, etc
- Research regarding policy for artificial intelligence (AI) use on city devices/network
- Initial stages of establishing a system to inventory off-network websites and resources used by staff

Software

- Setup and configuration of GIS software for field data collection and editing
- Continued implementation of IT asset tracking software and ticketing system

Hardware

- Discussion and site visits with CTC for wired internet connections to some city parks for cameras
- Finalizing decision on park security camera platform and assessing infrastructure needs
- Finalized firewall changes for BCA requirements, accepted by BCA auditor
- Various police squad support – replacements, video, printing, connectivity, etc

Other

- Technical support for numerous meetings – City Council, Park Board, Planning Comm, EDA, etc
- Staff added: Transit Operations Specialist, Environmental Resource Tech
- Staff departed: Assistant City Engineer, Public Works Admin Asst

Statistics

Telephone: total calls 9,969↑ (8,558)

Police 4,163 (42%), City Hall 3,617 (36%), Transit 1,989 (19%), Fire 231 (2%), Public Works 60 (0.5%)

Website: total views 28,276↑ (25,055) users 8,398↑ (8,011)

Top 5 pages: main, leagues, softball, employment, agendas

YouTube: City channel views 2,662↑ (2,466), hours watched 449.3↑ (231.3), subscribers +20

Facebook (city): followers 3,373, reach 8,411↓ (9,776), interactions 321↓ (476)

Email: sent 9,424↑ (7,834) 304/day, received 36,444↓ (31,498) 1,175/day

Cisco Secure Endpoint: files scanned 8.3M↑ (8.1M) IPs scanned 878k↓ (933K)



City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: 2025 Park Board Budget

AGENDA: Main

ACTION REQUESTED: Information Only

SUBMITTED BY: Jessie Dehn, Public Works Director, **DEPARTMENT:** Public Works
Johnathan Miller, Board Member

PRESENTER: Johnathan Miller, Board Member

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE: Park Board Chair Miller will be presenting the 2025 Park Budget request to the City Council. Attached are the Operating and Capital budgets for review.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Information Only

FINANCIAL IMPACT: N/A

2025 Parks Budget Request Presentation

August 19, 2024

Johnathan Miller, Park Board Chair



Progress Since 2023

- Completion of organization and prioritization of asset inventory
- Established Park Board Work Group
 - Organized asset inventory into a 30-year capital plan
 - Developed funding strategy for immediate needs vs. 2% long-term maintenance
 - Identification of demolition vs. rehabilitation opportunities



2025 Parks Operating Budget Request

- Total Operating Request = \$1,163,812
 - 16.5% increase request over 2024
 - Main changes
 - Personnel
 - Full-time wage increases
 - Seasonal employee wage increases to \$18-\$20 to stay competitive
 - Additional 1.5 Seasonal Maintenance employees (2 employees, 0.5 assessed to Downtown District)
 - Supplies
 - Higher cost for Mills Field supplies and better tracking of supplies allocated to Mills Field
 - Services
 - Increased cost for utilities due to new splash pad and Lyman P. White Park, new vehicle leases from moving owned vehicles onto lease program



2025 Parks Capital Budget Request

- Total Capital Request = \$721,734
 - -3.32% decrease request from 2024
 - 1 project identified for 2025
 - Buffalo Hills Park Gravel Parking Lot
 - Tied with Playground Replacement (2024 budget)
 - \$519,234 request to 2% long-term maintenance
 - Equipment (incl. sale of existing) = \$54,500
 - Annual Programs = \$108,000



2025 Parks Budget Request

- Total Budget Request (Operating and Capital)
 - \$1,885,546
 - 8.02% increase over 2024
 - \$140,033 increase over 2024



Next Steps

- Recent Park Board visit to Mills Field
- Continued review of 30-Year Capital Plan to determine rehabilitation needs vs. replacements
- Coordination of projects to avoid conflicts with the Master Plans



Questions??

THANK YOU!!!



2025 PROPOSED BUDGET - 8/14/2024

	Park Maintenance			Pond Hockey			Outdoor Rinks			Concessions		
	'23 Actual	'24 Budget	'25 Budget	'23 Actual	'24 Budget	'25 Budget	'23 Actual	'24 Budget	'25 Budget	'23 Actual	'24 Budget	'25 Budget
Total Taxes and Penalties			-	-	-	-	-	-	-	-	-	-
Total Rev fr Other Gov'ts	1,000	-	-	-	-	-	-	-	-	-	-	-
Charges for Services - User Fees	11,090	9,250	12,250	304	1,500	2,000	-	-	-	18,625	30,000	30,000
Other Revenue												
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-
Public Utility Electric Sales	103,259	66,000	105,000	-	-	-	-	-	-	-	-	-
Contributions & Donations	307	-	-	-	-	-	-	-	-	-	-	-
Misc. Program Revenue	-	1,000	1,000	-	-	-	-	-	-	-	-	-
Misc. Revenue	3,609	1,000	1,000	-	-	-	-	-	-	-	-	-
Total Charges for Services	107,175	68,000	107,000		-	-	-	-	-	-	-	-
TOTAL REVENUES	119,264	77,250	119,250	304	1,500	2,000	-	-	-	18,625	30,000	30,000
Total Personal Services	756,320	792,322	927,610	443	455	454	13,621	9,575	12,006	10,955	17,563	21,162
Supplies												
Office and Operating Supplies	2,181	5,750	8,350	5,650	1,000	725	1,053	250	400	17,446	27,500	27,500
Motor Fuels	18,474	22,000	22,000	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	48,661	80,000	80,000	-	-	-	-	-	-	2,004	1,000	-
Repairs & Maintenance - Mills Field	10,659	5,000	15,000	-	-	-	-	-	-	-	-	-
Small Tools	1,801	1,000	2,000	-	-	-	-	-	-	-	-	-
Total Supplies	81,776	113,750	127,350	5,650	1,000	725	1,053	250	400	19,450	28,500	27,500
Services												
Professional Services	30,174	37,835	40,365	-	-	-	-	-	-	-	-	-
Computer Technical Support	8,745	6,500	6,825	-	-	-	-	-	-	-	-	-
Telephone	3,392	2,076	3,804	-	-	-	-	-	-	-	-	-
Postage	27	200	50	-	-	-	-	-	-	-	-	-
Professional Development	2,084	2,100	3,000	-	-	-	-	-	-	-	-	-
Lease Payments	31,827	32,980	54,199	-	-	-	-	-	-	-	-	-
Printing/Legal Publications	626	1,500	1,000	-	-	-	-	-	-	-	-	-
Insurance	27,325	29,322	31,117	-	-	-	-	-	-	-	-	-
Utilities	114,685	77,500	117,900	-	-	-	-	-	-	-	-	-
Rent Expense	1,720	1,715	1,785	-	-	-	-	-	-	-	-	-
Miscellaneous	4,276	2,000	2,000	-	-	-	-	-	-	-	-	-
Dues and Subscriptions	839	1,010	1,389	-	-	-	-	-	-	-	-	-
Total Services	225,720	194,738	263,434	-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	1,063,817	1,100,810	1,318,395	6,093	1,455	1,179	14,674	9,825	12,406	30,404	46,063	48,662
Other Revenue (Expenses)												
Sale of Assets	34,179	-	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Revenue (Expenses)	34,179	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE OVER/(UNDER)	(910,374)	(1,023,560)	(1,199,145)	(5,789)	45	821	(14,674)	(9,825)	(12,406)	(11,779)	(16,063)	(18,662)

2025 PROPOSED BUDGET - 8/14/2024

	Tournaments			Special Events			Kickball			Adult Softball		
	'23 Actual	'24 Budget	'25 Budget	'23 Actual	'24 Budget	'25 Budget	'23 Actual	'24 Budget	'25 Budget	'23 Actual	'24 Budget	'25 Budget
Total Taxes and Penalties	-	-	-	-	-	-	-	-	-	-	-	-
Total Rev fr Other Gov'ts	-	-	-	-	-	-	-	-	-	-	-	-
Charges for Services - User Fees	2,197	2,000	2,500	1,265	1,000	3,000	2,596	3,000	3,000	45,043	50,000	50,000
Other Revenue												
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-
Public Utility Electric Sales	-	-	-	-	-	-	-	-	-	-	-	-
Contributions & Donations	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Program Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Misc. Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Total Charges for Services	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	2,197	2,000	2,500	1,265	1,000	3,000	2,596	3,000	3,000	45,043	50,000	50,000
Total Personal Services	3,250	-	-	1,396	-	-	1,963	3,073	3,044	23,940	29,437	29,152
Supplies												
Office and Operating Supplies	1,762	2,000	2,500	3,395	3,000	3,000	-	500	575	11,530	13,000	15,400
Motor Fuels	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	-	-	-	-	-	-	-	-	-	690	3,500	5,000
Repairs & Maintenance - Mills Field	-	-	-	-	-	-	-	-	-	-	-	-
Small Tools	-	-	-	-	-	-	-	-	-	-	-	-
Total Supplies	1,762	2,000	2,500	3,395	3,000	3,000	-	500	575	12,220	16,500	20,400
Services												
Professional Services	-	-	-	-	-	-	-	-	-	-	-	-
Computer Technical Support	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-	-	-	-
Professional Development	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	-	-	-	-	-	-	-	-	-	-	-
Printing/Legal Publications	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Rent Expense	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-
Dues and Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-
Total Services	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	5,012	2,000	2,500	4,791	3,000	3,000	1,963	3,573	3,619	36,160	45,937	49,552
Other Revenue (Expenses)												
Sale of Assets	-	-	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Revenue (Expenses)	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE OVER/(UNDER)	(2,815)	-	-	(3,526)	(2,000)	-	632	(573)	(619)	8,884	4,063	448

2025 PROPOSED BUDGET - 8/14/2024

	Pickleball			Campground			GRAND TOTAL			
	'23 Actual	'24 Budget	'25 Budget	'23 Actual	'24 Budget	'25 Budget	'23 Actual	'24 Budget	'25 Budget	Difference
Total Taxes and Penalties	-	-	-	-	-	-	-	-	-	-
Total Rev fr Other Gov'ts	-	-	-	-	-	-	1,000	-	-	-
Charges for Services - User Fees	-	-	2,000	52,136	55,000	75,000	133,257	151,750	179,750	28,000
Other Revenue										
Interest Income	-	-	-	-	-	-	-	-	-	-
Public Utility Electric Sales	-	-	-	-	-	-	103,259	66,000	105,000	39,000
Contributions & Donations	-	-	-	-	-	-	307	-	-	-
Misc. Program Revenue	-	-	-	-	-	-	-	1,000	1,000	-
Misc. Revenue	-	-	-	-	-	-	3,609	1,000	1,000	-
Total Charges for Services	-	-	-	-	-	-	107,175	68,000	107,000	39,000
TOTAL REVENUES	-	-	2,000	52,136	55,000	75,000	241,431	219,750	286,750	67,000
Total Personal Services	-	-	-	-	-	-	811,888	852,425	993,428	141,002
Supplies										
Office and Operating Supplies	-	-	1,050	324	500	500	43,342	53,500	60,000	6,500
Motor Fuels	-	-	-	-	-	-	18,474	22,000	22,000	-
Repairs & Maintenance	-	-	-	1,102	1,500	1,500	52,456	86,000	86,500	500
Repairs & Maintenance - Mills Field	-	-	-	-	-	-	10,659	5,000	15,000	10,000
Small Tools	-	-	-	-	-	-	1,801	1,000	2,000	1,000
Total Supplies	-	-	1,050	1,426	2,000	2,000	126,732	167,500	185,500	18,000
Services							126,732	167,500	185,500	
Professional Services	-	-	-	-	-	-	30,174	37,835	40,365	2,530
Computer Technical Support	-	-	-	-	-	-	8,745	6,500	6,825	325
Telephone	-	-	-	1,159	800	1,200	4,551	2,876	5,004	2,128
Postage	-	-	-	-	-	-	27	200	50	(150)
Professional Development	-	-	-	-	-	-	2,084	2,100	3,000	900
Lease Payments	-	-	-	-	-	-	31,827	32,980	54,199	21,220
Printing/Legal Publications	-	-	-	-	-	-	626	1,500	1,000	(500)
Insurance	-	-	-	-	-	-	27,325	29,322	31,117	1,795
Utilities	-	-	-	4,213	3,300	7,000	118,898	80,800	124,900	44,100
Rent Expense	-	-	-	-	-	-	1,720	1,715	1,785	70
Miscellaneous	-	-	-	-	-	-	4,276	2,000	2,000	-
Dues and Subscriptions	-	-	-	-	-	-	839	1,010	1,389	379
Total Services	-	-	-	5,373	4,100	8,200	231,093	198,838	271,634	72,796
TOTAL OPERATING EXPENSES	-	-	1,050	6,798	6,100	10,200	1,169,713	1,218,763	1,450,562	231,799
Other Revenue (Expenses)										
Sale of Assets	-	-	-	-	-	-	34,179	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-
Capital	-	-	-	-	-	-	-	-	-	-
Total Other Revenue (Expenses)	-	-	-	-	-	-	34,179	-	-	-
TOTAL REVENUE OVER/(UNDER)	-	-	950	45,338	48,900	64,800	(894,103)	(999,013)	(1,163,812)	(164,799)

Year	2% per Year	Catch Up	Immediate	Total	Count of Projects
2025	\$ 313,948	\$ 205,286	\$ 40,000	\$ 559,234	1
2026	\$ 328,070	\$ 205,286	\$ -	\$ 533,355	0
2027	\$ 336,271	\$ 205,286	\$ -	\$ 541,557	2
2028	\$ 344,678	\$ 178,286	\$ -	\$ 522,964	5
2029	\$ 353,295	\$ 98,286	\$ -	\$ 451,581	9
2030	\$ 362,128	\$ 97,286	\$ -	\$ 459,413	11
2031	\$ 371,181	\$ 97,286	\$ -	\$ 468,466	8
2032	\$ 380,460	\$ 40,143	\$ -	\$ 420,603	6
2033	\$ 389,972	\$ 15,143	\$ -	\$ 405,115	6
2034	\$ 399,721	\$ 15,143	\$ -	\$ 414,864	8
2035	\$ 409,714	\$ 7,143	\$ -	\$ 416,857	3
2036	\$ 419,957	\$ 7,143	\$ -	\$ 427,100	0
2037	\$ 430,456	\$ 7,143	\$ -	\$ 437,599	0
2038	\$ 441,217	\$ 7,143	\$ -	\$ 448,360	8
2039	\$ 452,248	\$ -	\$ -	\$ 452,248	0
2040	\$ 463,554	\$ -	\$ -	\$ 463,554	8
2041	\$ 475,143	\$ -	\$ -	\$ 475,143	4
2042	\$ 487,021	\$ -	\$ -	\$ 487,021	13
2043	\$ 499,197	\$ -	\$ -	\$ 499,197	10
2044	\$ 511,677	\$ -	\$ -	\$ 511,677	6
2045	\$ 524,469	\$ -	\$ -	\$ 524,469	1
2046	\$ 537,580	\$ -	\$ -	\$ 537,580	0
2047	\$ 551,020	\$ -	\$ -	\$ 551,020	0
2048	\$ 564,795	\$ -	\$ -	\$ 564,795	3
2049	\$ 578,915	\$ -	\$ -	\$ 578,915	0
2050	\$ 593,388	\$ -	\$ -	\$ 593,388	11
2051	\$ 608,223	\$ -	\$ -	\$ 608,223	0
2052	\$ 623,428	\$ -	\$ -	\$ 623,428	0
2053	\$ 639,014	\$ -	\$ -	\$ 639,014	21

Park Location	Item	Replacement Year	Value (2023 Dollars)
Buffalo Hills	Gravel Parking Lot	2025	\$ 40,000.00
Lum	Stone arch roof assembly	2027	\$ 6,000.00
Memorial	West Parking Lot - shrink and convert to gravel	2027	\$ 75,000.00
Gregory	SE playground	2028	\$ 100,000.00
Gustafson	4 wire fence backstops	2028	\$ 40,000.00
Kiwanis	Boom Lake Paved Trail	2028	\$ 120,000.00
Lum	Sidewalks (bituminous)	2028	\$ 50,000.00
Memorial	Main Playground	2028	\$ 100,000.00
Bane	1 batting cage	2029	\$ 5,000.00
Gregory	Tennis court rain garden	2029	\$ 5,000.00
Jaycees	South side - 2 old scoreboards	2029	\$ 30,000.00
Jaycees	South side - 1 wooden garage, Approx. 20' x 20' - painted siding- old shingles	2029	\$ 50,000.00
Lyman P. White	Bike Repair Tools	2029	\$ 3,200.00
Memorial	Mill field Scoring tower	2029	\$ 100,000.00
Memorial	Mill field Concession Stand	2029	\$ 600,000.00
Triangle	Dog waste bag holder	2029	\$ 500.00
Lum	Campground water spigot (freestanding)	2029	\$ 500.00
Lum	Beach and Retaining wall	2030	\$ 20,000.00
Lum	Main umbrella bulding (by beach)	2030	\$ 200,000.00
Memorial	East Parking Lot	2030	\$ 130,000.00
Memorial	Mill field Sun deck	2030	\$ 200,000.00
Memorial	Mill field Netting	2030	\$ 75,000.00
Memorial	Mill field storage building	2030	\$ 100,000.00
Memorial	Field #3 dug outs	2030	\$ 10,000.00
Memorial	Field #2 dug outs	2030	\$ 10,000.00
Memorial	Field #1 dug outs	2030	\$ 10,000.00
Memorial	Rink nets/hoops	2030	\$ 3,000.00
Memorial	Water basin pumps	2030	\$ 10,000.00
Buster	Dog Waste Bag Dispenser x2	2031	\$ 500.00
Lum	Playground	2031	\$ 116,000.00
Memorial	Field #2 Lights	2031	\$ 200,000.00
Memorial	Field #1 Lights	2031	\$ 200,000.00
Buster	Chainlink Fence	2031	\$ 50,000.00
Kiwanis	Playground Equipment	2031	\$ 100,000.00
Kiwanis	Swing Set	2031	\$ 10,000.00
Kiwanis	Light Post x2	2031	\$ 12,000.00
Bane	remove 2 asphalt parking lots & asphalt road through park + replace with berms	2032	\$ 100,000.00
Bane	Miracle Field w/special painted surface	2032	\$ 100,000.00
Bane	Asphalt walkway 3 different directions through park	2032	\$ 45,000.00
Buffalo Hills	way finding signs	2032	\$ 500.00
Gregory	Basketball court	2032	\$ 12,000.00
Gregory	Basketball hoops x 3	2032	\$ 6,000.00
Buster	Wood Fencing	2033	\$ 500.00
Lum	Disc golf Holes	2033	\$ 8,000.00
Lum	Landing/dock	2033	\$ 7,000.00
Lum	Disc golf tee boxes	2033	\$ 2,000.00
Memorial	Mills field Score Board	2033	\$ 50,000.00
Rotary	Bench/Signage Structure	2033	\$ 10,000.00
Jaycees	South side - 6 poles - (5 lights & 1 camera)	2034	\$ 35,000.00
Jaycees	South side - 1 batting cage	2034	\$ 5,000.00
Jaycees	South side - 1 L screen	2034	\$ 1,000.00
Kiwanis	Memorial Stone Pillar x2	2034	\$ 10,000.00
Gregory	SW playground	2034	\$ 80,000.00
Gregory	Little free library	2034	\$ 500.00
Kiwanis	Brainerd Brewing Rest Area	2034	\$ 2,500.00
Kiwanis	Brainerd Brewing Pillar	2034	\$ 5,000.00
Bane	1 Miracle field sign w/ 2 steel poles - Bonnie Cumberland memorial sign	2035	\$ 1,500.00
Gregory	Pleasure rink string lights	2035	\$ 1,000.00
Memorial	Mill field Lights	2035	\$ 300,000.00
Bane	Playground with swings/slides, etc.	2038	\$ 100,000.00
Bane	3 large rubber mats outside main building	2038	\$ 3,000.00
Buster	Light Post x2	2038	\$ 5,000.00
Gregory	3 court tennis court fence	2038	\$ 50,000.00
Gregory	3 court tennis court lights x 4 poles	2038	\$ 200,000.00
Jaycees	North side - 1 pole with light	2038	\$ 4,500.00
Lyman P. White	Wood Playground	2038	\$ 40,000.00
Rotary	Community Garden	2038	\$ 50,000.00

Park Location	Item	Replacement Year	Value (2023 Dollars)
Jaycees	South side - large gravel parking lot with many large boulders along north perimeter	2040	\$ 5,000.00
Memorial	Mills Field Block Storage Building	2040	\$ 50,000.00
Gregory	Fountain	2040	\$ 255,000.00
Lum	Smaller Umbrella Building (mid park)	2040	\$ 30,000.00
Lum	Shower building	2040	\$ 500,000.00
Lum	Flower planter with stone surround	2040	\$ 1,000.00
Memorial	Field #3 Lights	2040	\$ 200,000.00
Memorial	Mill field Bleachers and Ramp systems	2040	\$ 200,000.00
Jaycees	South side - Varied height chain link fence perimeters - 8 gates - plastic yellow protector	2041	\$ 100,000.00
Jaycees	South side - 4 chain link dugouts, concrete floors, wood/metal roofs, secured benches	2041	\$ 20,000.00
Jaycees	South side - four 3 seat alum. bleachers - approx. 20' long	2041	\$ 20,000.00
Kiwanis	Dock	2041	\$ 5,000.00
Triangle	Playground Equipment	2042	\$ 80,000.00
Bane	Full size hockey rink w/permanent board perimeters & chain link extension on both ends	2042	\$ 150,000.00
Bane	solid metal gate & fence between rink & ball field	2042	\$ 1,000.00
Bane	Four 3 seat alum. bleachers - approx. 20' long	2042	\$ 20,000.00
Bane	One 4 seat aluminum bleacher - approx. 10-12' length	2042	\$ 5,500.00
Bane	1 Arched Miracle field sign over west entrance walkway	2042	\$ 50,000.00
Bane	2 scoreboards - 1 new & 1 very old	2042	\$ 30,000.00
Bane	2 new L screens & 1 old L screen	2042	\$ 3,000.00
Bane	Sprinkler system - both ball fields	2042	\$ 40,000.00
Memorial	Field #3 Score Board	2042	\$ 10,000.00
Memorial	Field #2 Score Board	2042	\$ 10,000.00
Memorial	Field #1 Score Board	2042	\$ 10,000.00
Memorial	Lion Fountain	2042	\$ 5,000.00
Buster	Drinking Water Station	2043	\$ 5,000.00
Gregory	Flagpole light	2043	\$ 500.00
Gregory	3 court tennis court	2043	\$ 150,000.00
Gregory	Tennis court nets x 5	2043	\$ 25,000.00
Gregory	2 court tennis court	2043	\$ 100,000.00
Gregory	Bike rack	2043	\$ 750.00
Kiwanis	Buffalo Hills Trail Sign	2043	\$ 500.00
Kiwanis	Boom Lake Information Signage x2	2043	\$ 1,000.00
Lum	Umbrella building # 2	2043	\$ 150,000.00
Lum	Small umbrella building (NE corner of park)	2043	\$ 20,000.00
Kiwanis	Mississippi River Route Signage Structure	2044	\$ 500.00
Lum	Parking lots and road surfaces	2044	\$ 80,000.00
Lyman P. White	Water Bottle Filler	2044	\$ 3,000.00
Memorial	Field # 3 Fencing/Backstop	2044	\$ 30,000.00
Memorial	Field # 2 Fencing/Backstop	2044	\$ 30,000.00
Memorial	Field # 1 Fencing/Backstop	2044	\$ 30,000.00
Meadows	Playground equipment	2045	\$ 80,000.00
Jaycees	South side - 2 new playground areas - wood chip base & timber borders	2048	\$ 80,000.00
Lyman P. White	Irrigation	2048	\$ 40,000.00
Rotary	River Deck w/ Benches	2048	\$ 60,000.00
Lum	Camps sites (18.ct.)	2050	\$ 18,000.00
Lum	Dump Station	2050	\$ 20,000.00
Lum	sidewalks (concrete)	2050	\$ 150,000.00
Memorial	Mill field Dug outs (2)	2050	\$ 170,000.00
Memorial	Field #3 bleachers (2)	2050	\$ 10,000.00
Memorial	Field #3 Surface	2050	\$ 10,000.00
Memorial	Field #2 bleachers (2)	2050	\$ 10,000.00
Memorial	Field #2 Surface	2050	\$ 10,000.00
Memorial	Field #1 bleachers (2)	2050	\$ 10,000.00
Memorial	Field #1 Surface	2050	\$ 10,000.00
Memorial	Sidewalks and pathways	2050	\$ 200,000.00
Bane	Varied height chain link fence perimeters - 6 gates - plastic yellow protectors	2053	\$ 100,000.00
Bane	4 chain link dugouts, concrete floors, wood/metal roofs, secured benches	2053	\$ 10,000.00
Bane	Miracle Field chain link fence perimeter with backstop	2053	\$ 40,000.00
Bane	2 Miracle Field large chain link dugouts, concrete floors, wood/metal roofs, non-secured benches	2053	\$ 20,000.00
Bane	1 brick memorial marker at miracle field	2053	\$ 5,000.00
Buffalo Hills	2 ball fields with fencing	2053	\$ 120,000.00
Buffalo Hills	2 sets of dugouts	2053	\$ 10,000.00
Buffalo Hills	4 sets of metal bleachers	2053	\$ 22,000.00
Buffalo Hills	scoreboard	2053	\$ 15,000.00
Buffalo Hills	green building/shed	2053	\$ 100,000.00
Buffalo Hills	concession building/pavilion/bathrooms	2053	\$ 350,000.00
Jaycees	South side - 2 baseball fields w/grass infields/clay mounds (Bronco/Pony sizes)	2053	\$ 20,000.00
Jaycees	South side - 2 story block building (concessions- announcers booths - storage & BR's	2053	\$ 400,000.00
Lyman P. White	Restroom Building	2053	\$ 300,000.00
Lyman P. White	Open Side Bench x7	2053	\$ 7,700.00
Lyman P. White	Closed Side Bench x12	2053	\$ 12,000.00
Lyman P. White	Bike Rack	2053	\$ 750.00
Meadows	Basketball court	2053	\$ 12,000.00
Meadows	Basketball hoops x 2	2053	\$ 6,000.00
Memorial	Splash pad and surface	2053	\$ 500,000.00
Rotary	Pavilion	2053	\$ 250,000.00

2025 Parks Capital – Equipment and Annual Programs

Equipment

Caterpillar 255 Skid Steer (15 yr) = \$75,000

- Broom 50% of cost (Street other 50%) = \$5,500
- Snowblower 50% of cost (Street other 50%) = \$5,000
- Brush Cutter 50% of cost (Street other 50%) = \$3,500
- Power Rake 50% of cost (Street other 50%) = \$6,500

Sale of Existing = (\$41,000)

Total Equipment = \$54,500

Annual Programs

Trees Replacement = \$25,000

Picnic Table/Grilling Station/Trash Can Replacement Program = \$15,000

Park Weed and Feed Program = \$25,000

Bench Installation Program = \$5,000

Park ADA Upgrades = \$25,000

Park Sign Replacements = \$5,000

Parks Security Cameras (Bane/Gregory/Jaycees/Memorial/Kiwanis/Buffalo Hills/Lum) (8 yr) = \$8,000

Total Annual Programs = \$108,000

2025 Parks Department Budget
As of 8/14/2024

	<u>Actual 2023</u>	<u>Adopted Budget 2024</u>	<u>Requested Budget 2025</u>	<u>Difference in Budgets</u>	<u>% Difference</u>
TOTAL OPERATING EXPENDITURES					
Personnel Services	756,320	792,322	927,610	135,288	17.07%
Supplies	81,776	113,750	127,350	13,600	11.96%
Services	225,720	194,738	263,434	68,696	35.28%
Program Operations	105,896	117,953	132,167	14,214	12.05%
Transfers Out	-	-	-	-	0.00%
Total Expenditures	1,169,713	1,218,763	1,450,562	231,799	19.02%
TOTAL REVENUE - NON PROPERTY TAX					
Revenue from Other Gov'ts	(1,000)	-	-	-	0.00%
Charges for Services	(11,090)	(9,250)	(12,250)	3,000	32.43%
Other Revenues	(107,175)	(68,000)	(107,000)	39,000	57.35%
Program Revenues	(122,167)	(142,500)	(167,500)	25,000	17.54%
Transfers In/Sale of Assets	(34,179)	-	-	-	0.00%
Total Revenues	(275,610)	(219,750)	(286,750)	67,000	30.49%
NET OPERATING	894,103	999,013	1,163,812	164,799	16.50%
TOTAL CAPITAL - Budget	217,500	397,500	202,500	(195,000)	-49.06%
Future Capital	-	349,000	519,234	170,234	48.78%
ARPA Capital	575,000		-		
ARPA Funding	(575,000)		-		
TOTAL CAPITAL (net)	217,500	746,500	721,734	(24,766)	-3.32%
Actual/Budget/Requested % Increase	1,111,603	1,745,513 57.03%	1,885,546 8.02%	140,033	



City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Award Police Department Exterior Repairs Project Bid

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): 5 Minutes

SUMMARY OF ISSUE: The Exterior Repairs project for the Police Department building was advertised and bids were opened on Wednesday, August 7th. The City received 2 bids from Hoffman Weber Construction and Hy-Tec Construction. Bids are attached and described below. As a reminder, there is approximately \$550,000 remaining in the budget for construction of this project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The two bids received are as described below, low bidder first:

1. Hy-Tec Construction = \$428,000
2. Hoffman Weber Construction = \$494,751

As a reminder from the July 15th Council meeting, staff had removed the ADA sidewalk improvements portion of the bidding portion of the project due to the overall estimated cost for the project and concerns with keeping the project within the available budget amount. Due to the advantageous bids received, staff requested costs from the low bidder for the ADA sidewalk improvements work. The cost proposed by Hy-Tec Construction for this work is \$27,500. If Council elects to include this work with the project, the total project cost would be \$455,500.

RECOMMENDED ACTION/MOTION: Staff recommends award of the Police Department Exterior Repairs project to Hy-Tec Construction in the amount of \$428,000 and to further authorize \$27,500 to include the ADA sidewalk improvements in the project.

FINANCIAL IMPACT: \$428,000 or \$455,500 (dependent on Council action)

Brainerd PD Exterior Impr. Project Brainerd, Minnesota WSN Project No.: 2024-10723	Mandatory Pre-Bid Walk-through July 31, 2024	Base Bid GME- 1	Bid Form	Responsible Contractor Certification & Response Form	5% Bid Security	Addendum 1
Bidder:						
Hy-Tec Construction of Brainerd, Inc. Attn: Mitch Feierabend 11360 Business 371, PO Box 621 Brainerd, MN 56401 Phone: 218-829-8529 Email: estimating@hytechconstruction.com	☒	\$428,000.00	☒	☒	☒	☒
Eagle Construction Co., Inc. Attn: Brandon Freudenrich 515 9th Avenue NW Little Falls, MN 56345 Phone: 320-632-5429 Email: brandon@eaglecci.net	☐		☐	☐	☐	☐
Hoffman Weber Construction, LLC Attn: Arvin Poser 607 Oak Street Brainerd, MN 56401 Phone: 218-280-8025 Email: aposer@hwconstruction.com	☒	\$494,751.00	☒	☒	☒	☒

August 14, 2024

Jessie Dehn
City Engineer/Public Works Director
City of Brainerd
501 Laurel street
Brainerd, MN 56401

RE: Brainerd PD site and grading plan

Dear Jessie:

We hereby submit our cost proposal to furnish all labor, materials and equipment necessary to complete the work per the Widseth site and grading plan sent to me on Tuesday 8-13-2024 for the sum of \$27,500

Included in this proposal are the following:

- General Requirements: supervision, daily cleanup and disposal, general liability and worker's compensation insurance
- Demo concrete and bituminous
- New curb and gutter per plan
- New sidewalk per plan
- New concrete paving per plan
- New bituminous patch work per plan

Thank you for the opportunity to present this cost estimate for your consideration. If you have any questions or concerns, please contact me.

Sincerely,

Jeff Hanson

Jeff Hanson, Project Manager
HY-TEC CONSTRUCTION
OF BRAINERD, INC.

Acceptance: _____ Dated: _____



City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Award Imp 24-06 - Laurel Street Bridge Repair Project Bid

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 has advertised Improvement 24-06 - Laurel Street Bridge Repair project for bids. This project included repair of the joint and the riprap slope below adjacent to the abutment. Bids were opened on Tuesday, August 13th. The City received 2 bids for this project. The bids received are attached and described below.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The bids received for this work are as follows, lowest bidder first:

1. Urban Companies, St. Paul, MN = \$151,770
2. Redstone Construction, Mora, MN = \$157,485

The Engineer's Estimate for this work was \$102,000. Some reasons for the cost over estimate include contractors coming in from a longer distance and higher than anticipated inflation. The cost for this work is State Aid eligible and would be planned to be funded using State Aid funds. It is expected that this work would take place this fall with short street closures needed on Laurel Street during repair of the joint. Staff would coordinate with community partners during this time.

RECOMMENDED ACTION/MOTION: Staff recommends award of the Laurel Street Bridge Repair project to Urban Companies in the amount of \$151,770.

FINANCIAL IMPACT: \$151,770



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7656 Design Road
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

August 14, 2024

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

RE: Bid Review and Award Recommendation
Laurel Street Bridge Rehabilitation Project (S.A.P. 108-104-012)
BMI Project No.: OT4133566

Dear Mayor and Council:

Pursuant to authority of the City Council, bids for the above referenced project were opened and read aloud at Brainerd City Hall at 10:00 A.M. on Tuesday August 13, 2023. Two bids were received:

Contractor	Bid Total
Urban Companies, LLC	\$151,770.00
Redstone Construction, LLC	\$157,485.00
Engineer's Estimate	\$101,350.00

The apparent low bidder is Urban Companies, LLC of St. Paul, MN with a bid of \$151,770.00. No mathematical errors were found in the bids received. The apparent low bid is approximately 50% higher than the engineer's estimate. Attached please find the Bid Tabulation listing the total amount of the bids received and the Bid Abstract listing and verifying a breakdown of the unit prices submitted with each bid

Bolton & Menk, Inc's Metro Offices are familiar with Urban Companies, LLC. We recently worked with Urban Companies on a project in the City of Carver, MN. The project manager from BMI expressed that he had no concerns with awarding the project to Urban Companies, LLC. Due to the need to prevent further erosion under the bridge we recommend a contract be awarded to Urban Companies, LLC, the lowest responsive and responsible bidder, in the amount of \$151,770.

Sincerely,

Bolton & Menk, Inc.

Andrew Beadell, PE
Project Engineer - Associate

Cc: Jessie Dehn, PE – Brainerd Public Works Director/City Engineer
Attachments: Bid Tabulation
Bid Abstract



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BID TABULATION

PROJECT: Laurel Street Bridge Rehabilitation
City of Brainerd
Brainerd, MN

DATE: August 13, 2024
TIME: 10:00 a.m.

PROJECT NO. 0T4.133566

BIDDERS		TOTAL AMOUNT BID
1.	Urban Companies, LLC St. Paul, MN	\$151,770.00
2.	Redstone Construction, LLC Mora, MN	\$157,485.00
3.		
4.		
5.		



City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Award South Brainerd Resurfacing Engineering Services Proposal

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): 5 Minutes

SUMMARY OF ISSUE: Staff prepared a Request for Proposals for Engineering Services to include Design and Construction Engineering for next year's South Brainerd Resurfacing Project, including streets within the Buffalo Hills neighborhood such as Ridge Drive, Carol Lane, Woodcrest Road, and Graydon Avenue. Along with those services, staff requested assistance with the Special Assessment (Minn. Statute 429) process including preparation of assessment rolls and assessment hearing notices. We had received proposals from 4 Engineering firms for this work, Bolton & Menk, Moore Engineering, SEH, and WSB.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff performed a thorough review of all 4 proposals. It appears that all 4 proposers fully understood the requested scope of work and the project needs. Generally, all proposers had similar expectations of construction duration, lasting from 4 to 6 weeks. Experience (including local experience) varied throughout each proposer's staff. The City's level of involvement was mostly the same, minimal, except when it came to mailings and publishing of hearing notice. Bolton & Menk was the only proposer to explicitly take this task entirely while a couple other proposers did indicate that mailings and publishing would be City staff responsibility. Finally, cost was a major variable between the proposers. Bolton & Menk was the lowest cost proposal with a not-to-exceed total amount of \$68,450. In reviewing the hours and cost, it appears that, while considerably lower than others, this would be a viable and sufficient amount to deliver the project. A summary of costs ordered by amount are as follows:

1. Bolton & Menk = \$68,450
2. SEH = \$82,100
3. WSB = \$100,235
4. Moore Engineering = \$108,608

After review of the proposals and comparison of the proposals between each other, staff would recommend award to Bolton & Menk. They have sufficient experience in similar assessment projects, have performed well on past Brainerd projects, include mailings and publishing for assessment notices, and most of all are a considerable advantage in cost to the City.

RECOMMENDED ACTION/MOTION: Staff recommends award of the South Brainerd Resurfacing Project Engineering Services contract to Bolton & Menk in the amount of \$68,450.

FINANCIAL IMPACT: \$68,450



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7656 Design Road
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

August 9, 2024

Jessie Dehn, P.E.
City Engineer/Public Works Director
City of Brainerd
501 Laurel Street, Brainerd, MN 56401

RE: South Brainerd Resurfacing Project Engineering Proposal
City of Brainerd, MN

Dear Jessie,

As part of the City of Brainerd 10-Year Capital Improvement Plan the city has programmed the resurfacing of residential city streets west of Buffalo Hills Park and north of Buffalo Hills Lane. We understand the project consists of the following improvements:

- 2" Mill and Overlay on Graydon Avenue from Buffalo Hills Lane to Woodcrest Road
- Remove 2" of existing bituminous, shape and grade aggregate base, spot curb repair as needed, drainage improvements at street intersections as needed, adjust sanitary manhole lids, gate valves, and storm sewer castings as needed, and place 2" of new bituminous pavement on the following streets:
 - Crestview Lane (Buffalo Hills Lane to Pineview Drive)
 - Woodcrest Road (Graydon Avenue to Dead End)
 - Belle Rae Circle (Cul-de-sac to Woodcrest Road)
 - Pineview Drive (Cul-de-sac to Graydon Avenue)
 - Norway Court (Cul-de-sac to Crestview Lane)
 - Carol Lane (Buffalo Hills Lane to cul-de-sac)
 - Ridge Drive (Buffalo Hills Lane to Buffalo Hills Lane)
 - Ridge Court (Ridge Drive to cul-de-sac)
 - Aspen Court (Cul-de-sac to Ridge Drive)

We understand a portion of the project cost will be assessed to benefitting properties per the City of Brainerd Street and Sewer Assessment Policy and you are requesting the consultant prepare all notices, resolutions, mailings, assessment rolls, and public hearing presentations to meet the requirements of Chapter 429 of Minnesota Statute related to Local Improvement Special Assessments.

Based on our review of the site and our discussions with you we see this as a straightforward and relatively simple project. We understand the city will be delivering multiple construction projects in 2025, our goal is to deliver the project in a timely manner with minimal city staff involvement all while keeping you informed of project progress and issues as they arise. As issues arise we will communicate them to you and provide options to address them and keep the project moving forward.

To assist the City of Brainerd in completing this project, we propose to provide the following project team. Full resumes of proposed Engineering staff are attached for your review.

1. Project Manager – Bryan Drown, PE
 - a. Bryan will serve as the primary point of contact for Brainerd and will regularly communicate with staff and project partners. He will coordinate all aspects of project delivery and be responsible for on-time delivery, meeting the schedule, and scope management processes. The City of Brainerd will benefit from his solid approach to client service, getting details right, and plans designed.
 - b. Bryan is a project manager who has been in the civil engineering industry since 1998. He has extensive experience with administering the special assessment process and managing pavement rehabilitation projects. Along with overall project management Bryan will be responsible for making presentations at resident information meetings and Special Assessment Public Hearings, preparing the Preliminary Engineering Report (PER), and assessment rolls.
2. Project Engineer – Andrew Beadell, PE
 - a. Andrew will lead the preparation of construction plans and specifications, construction bidding process, and construction phase administration.
 - b. Andrew always makes the extra effort to ensure quality products for his clients and the communities he works in. Andrew started his career in 2015 with Bolton & Menk's municipal group. He has experience with a range of projects related to highways and streets, municipal storm sewer systems, municipal water systems, and municipal sanitary sewer systems. His expertise includes in-depth final design on projects related to bike and pedestrian facilities, highways, urban streets, and city utilities. He uses the knowledge and experience he has gained to identify the needs of a project, work toward a solution, and communicate results to community and project stakeholders.
3. Project Land Surveyor – Joe Haefner, PLS
 - a. Joe will lead the survey team starting with topographic survey of targeted areas and ending with the construction staking. He will also lead topographic basemap and creating construction calculations for staking.
 - b. Joe began surveying in 1997 and is licensed in Minnesota and Iowa. A survey manager and principal survey practice area leader at Bolton & Menk, he is responsible for the coordination and supervision of survey work.
4. Survey Crew Chief – Josh Anderson
 - a. Josh will perform all field survey tasks associated with the topographic survey, utility locations, and construction staking.
 - b. Josh is a senior survey crew chief in the Baxter Office who began his surveying career in 2004. He is experienced in topographic mapping surveys, legal research, boundary surveys, PLSS corner restorations, and construction calculations and staking, as well as computer drafting of plats, topographic surveys, and site plans. He has experience with as-built surveys, building site and street improvements, and has worked with natural gas pipeline surveys.
5. Resident Project Representative (RPR) – Ethan Youso, PE

- a. Ethan will be the on-site RPR during construction working closely with the contractor to ensure the project is constructed according to the approved plans and specifications. He will document daily construction activities, coordinate material testing as needed, work with Bryan and Andrew to prepare pay estimates, and prepare project record drawings.
- b. Ethan is a design engineer at Bolton & Menk's Baxter Office who is passionate about providing a quality product to our clients. Joining the team in 2020, his experience includes inspecting reconstruction projects. Ethan is often involved in both design and construction phases of projects, bringing continuity to the project and knowledge of the project goals and objectives as the project is constructed.

To assist the City of Brainerd complete this project, we propose to provide the following scope of work based on our review of the Request for Proposal and our discussions with you:

Task 1: Data Collection

Objective: Prepare project base map utilizing a combination of GIS information, topographic surveys of targeted areas, and location of utility structures to depict existing conditions.

Description: The Project Engineer will perform a field review of the project area and identify curbs to be replaced and intersection areas needing to be surveyed to improve drainage. The project land surveyor and survey crew chief will perform the following:

- Topographic survey of areas identified for drainage improvements.
- Locate all above ground utility structures (sanitary manholes, gate valves, storm sewer manholes and catch basins).

Deliverables: Base map in .dwg format detailing existing above ground improvements and existing right-of-way. Identification of drainage improvements areas, curb replacement, and existing utility structures to be replaced or adjusted.

Assumptions: City staff will be available for initial field review with the Project Engineer.

Task 2: Preliminary Engineering Report and Special Assessment Process

Objective: Administer the Statute 429 requirements to apply special assessments to benefitting properties.

Description:

- Prepare and mail notices to residents of the initial Public Information meeting. The Public Information meeting will include a presentation to describe the scope of the project and gather input regarding project site issues and opportunities.
- Prepare Preliminary Engineering Report (PER) and Preliminary Assessment Roll

- Prepare Resolutions for City Council approval required by Chapter 429 process. We will attend city council meetings as needed to answer questions related to resolutions and where the project is currently within the Chapter 429 process.
- Prepare and mail notices to residents of Public Hearing #1 (Improvement Hearing). The Improvement Hearing will include a presentation detailing the findings of the PER, methodology of how assessment amounts are determined, and allow for Public Input.
- Following construction of the project prepare and mail notices to residents of Public Hearing #2 (Final Assessment Hearing). The Final Assessment Hearing will include a presentation detailing the final assessment amount, methodology of how assessment amounts are determined, the process property owners have to appeal their assessment, and allow for Public Input.
- Prepare Final Assessment Roll for city to record.

Deliverables:

- Notices and Presentations for Public Information Meeting, Improvement Hearing, and Final Assessment Hearing.
- Resolutions for City Council approval required by Chapter 429 process.
- Preliminary and Final Assessment Rolls

Assumptions: City will record final assessments with Crow Wing County upon adoption by city council.

Task 3: Final Design Construction Plans and Specifications

Objective: Prepare plans and specifications detailing proposed project construction.

Description: Bolton & Menk will submit final design plans and other documents to the city for review and project approval at the following stages of completion:

- **60% Plan Review** – submittal to include design plans and a format/index for the special provisions.
- **100% Plan Review** – submittal to include final design plans, special provisions, and engineer's estimate; we will incorporate responses to city comments from the 60% plan review.
- **Final Plan Approval** – submittal of final design plans, specifications, and engineer's estimate for approval and signatures; we will incorporate responses to any final city comments in this submittal.

Deliverables: Construction plans and specifications and final cost estimate.

Task 4: Bidding Services

Objective: Solicit construction bids for the project.

Description: Bolton & Menk will prepare and submit for publication the advertisement for bid after receiving authorization to bid from the City of Brainerd. Upon advertising Bidding Services will include:

- Distribute bid documents to via QUESTCDN website.
- Respond to contractor questions.
- Issue Addenda as required.
- Administer Bid Opening.
- Prepare the bid tabulation and verification and provide a recommended award to the city council.

Deliverables: Advertisement for bid, distribution of bid documents, responses to contractor questions,

Task 5: Construction Services

Subtask 5.1 Construction Administration

Objective: Perform construction administration.

Description: Bolton & Menk will provide construction contractor oversight to verify they are completing the work in compliance with the plans and specifications. Construction administration activities will include project diaries, and preparation of change orders or supplemental agreements as necessary. Bolton & Menk will report daily diaries, pay quantities, partial and final pay estimates, change orders, supplemental agreements, and other related contract documents. Typical contract administration duties include:

- Attend and administer preconstruction meeting.
- Perform on-site review pertaining to work and progress as needed.
- Attend weekly progress meetings as needed.
- Prepare change orders and written directives.
- Coordinate with the city's contracted material testing firm.
- Review shop drawings and mix designs.
- Review and recommend approval of pay requests.

Deliverables: Meeting minutes, pay estimates, change orders, work directives, shop drawing reviews, and record drawings.

Assumptions:

- City staff will attend preconstruction meeting.
- Material testing will be a separate contract and will only require bituminous property testing.
- The project does not include outside funding that requires State or Federal Wage Rates and the tracking and review of certified payrolls.

Subtask 5.2 Field Staking

Objective: Complete necessary field staking.

Description: Survey crews will complete field staking on the following features:

Drainage Improvements:

- Staking of proposed grading and/or valley gutter improvements at intersections identified in the preliminary field review.

Deliverables: Field stakes and documentation of all survey points installed.

Subtask 5.3 Construction Observation

Objective: Provide a highly qualified individual to serve as RPR to perform construction administration and observation of the contractor's work.

Description: The RPR will be on-site during the various stages of construction to observe and review the quality of work. The RPR will perform the following tasks:

- Provide day-to-day construction observation and coordination between contractor, city, and affected businesses and property owners.
 - We assume a 6-week construction period and construction observation will be part-time during removals and grading operations and full-time during concrete and bituminous paving operations.
- Maintain daily construction logs.
- Assist Project Manager with preparing monthly pay requests.

Deliverables: Inspection notes, photos, and other field records.

PROJECT SCHEDULE

Bolton & Menk will have staff available to start immediately upon City acceptance of this proposal. A proposed project schedule detailing milestones and meeting dates through the preliminary, design, bidding, and construction phases is included that meets the proposed schedule in the Request for Proposal and requirements of the Chapter 429 Special Assessment Process.

ESTIMATED FEES

Bolton & Menk will provide the above scope of work in the not to exceed amount of \$68,450 further broken down by Tasks to be:

Tasks 1 – 4 (Preliminary Engineering through Bidding Services) = \$38,518

Task 5 (Construction Administration) = \$29,932*

*Per our discussion with you we understand Material Testing will be limited to bituminous property testing and contracted directly by the City and is not included in our proposal.

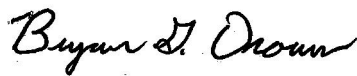
A detailed breakdown of estimated hours and cost of each task is attached for your review.

We will provide the city with monthly status updates during design and construction services to avoid any surprises at the end of the project and are willing to continually review with you the scope of our efforts to deliver this project and stay within the project timeframe and budget.

We appreciate the opportunity to provide our proposal for professional services. If you have any questions or need additional information, please contact me at 218-821-5242.

Sincerely,

Bolton & Menk, Inc.



Bryan G. Drown, PE
Project Manager

Attachments: Proposed Project Schedule
Detailed Cost Estimate



BRYAN DROWN, PE

PROJECT MANAGER



Real People. Real Solutions.

EDUCATION

Bachelor of Science - Civil Engineering
University of North Dakota

REGISTRATION

- Professional Engineer, MN

CERTIFICATIONS

Minnesota Department of Transportation (MnDOT)
• Aggregate Production

University of Minnesota

- Design of Construction SWPPP

SUMMARY

Bryan is motivated by the company-wide expertise at Bolton & Menk and enjoys working as a team to meet client needs. He is a project manager who has been in the civil engineering industry since 1998. He is experienced in highway and street design, municipal utility design, site design, stormwater management, and residential and commercial development. His background includes preparing preliminary and final construction documents, project specifications, administering the Statute 429 process, and contract administration.

EXPERIENCE

City of Baxter, Minnesota

- South Interceptor/North Forestview and Forestview Stormwater Outlet Improvements
- 2015-2017 Chip Seal Project
- Comprehensive Pavement Management Study
- Lift Station No. 3 Re-route
- Golf Course Drive Improvement
- Foley Road, Isle Drive, and Forthun Road Improvements
- 2021-2024 Micro Surfacing Improvements

City of Wadena, Minnesota

- SE Infrastructure Project
- SW Sanitary CIPP Lining
- CSAH 4 Design
- Community Center Drive

City of Crosby, Minnesota

- 2016 Utility Improvement
- Birch Street and Wallace Avenue Utility Improvements
- Pavement Management Analysis
- West Stormwater Project

City of Pine River, Minnesota

- CSAH 202 Reconstruction
- Airport Snow Removal Equipment (SRE) Building
- Roosevelt Avenue and Kent Street Utility Project
- Park Avenue Sewer Replacement
- Industrial Park
- Well House Replacement & Water Tower Rehabilitation

City of Eagle Bend, Minnesota

- 2015 Phase 1 Street & Utility Reconstruction
- 2018-19 Phase 2 & 3 Street & Utility Reconstruction
- 2021 Phase 4 Street & Utility Reconstruction
- 2024 Phase 5 Street & Utility Reconstruction



ANDREW BEADELL, PE

PROJECT ENGINEER



Real People. Real Solutions.

EDUCATION

Bachelor of Science - Civil Engineering
Mankato State University

REGISTRATION

- Professional Engineer, MN

CERTIFICATIONS

Minnesota Department of Transportation (MnDOT)

- Aggregate Production
- Bituminous Street
- Concrete Field I
- Grading and Base I

University of Minnesota

- Design of Construction SWPPP

SUMMARY

Andrew is a project engineer who started his engineering career with Bolton & Menk in 2015. He has experience with a range of projects related to county and state highways and city streets, municipal storm sewer systems, municipal water systems, and municipal sanitary sewer systems. His background includes preliminary and final design, and construction administration on projects related to bike and pedestrian facilities, highways, urban streets, and city utilities. He uses the knowledge and experience he has gained to identify the needs of a project, work toward a solution, and communicate results to community and project stakeholders. He always makes the extra effort to ensure quality products for his clients and the communities he works in.

EXPERIENCE

City of Brainerd, Minnesota

- Laurel Street Bridge Rehabilitation
- 4th Street SW Stormwater Outfall

City of Crosby, Minnesota

- 3rd Street Utility & Street Improvements (CSAH 33)
- Memorial Park Sanitary Sewer Improvements
- TH 6 Multiuse Trail Tunnel (SP 1802-56)
- 2020 City Improvements
- 1st Street SW & 4th Street NE Improvements
- 2024 SE Improvements

City of Wadena, Minnesota

- SE Street & Utility Improvements
- Community Center Drive Improvements
- Wadena Business Park
- Folkestad East Development

City of Aitkin, Minnesota

- 1st Street NE Improvements (SAP 001-594-002 & 003)
- 2020 City Park Improvements
- 2021 City Improvement Project and 1st Street NW Improvements

City of Crosslake, Minnesota

- 2022 Road Improvements
- CSAH 66 Sanitary Sewer Extension

City of Pine River, Minnesota

- Norway Lake Dam Rock Riffle

**Fairview Township, Minnesota**

- Phase 1 and 2 Gull Lake Trail

Crow Wing County, Minnesota

- Various State Projects Associated with the Crosslake Pedestrian and Intersection Improvements

Itasca County, Minnesota

- CSAH 3 Road Rehabilitation and 7th Avenue Roundabout (SP 031-603-018 & SAP 129-119-009)

City of Sebeka, Minnesota

- Watermain Loop
- Jefferson Avenue Utility Improvements

City of Baxter, Minnesota

- Lift Station No. 3 Reroute



ETHAN YOUSO, PE

PROJECT ENGINEER



Real People. Real Solutions.

EDUCATION

Bachelor of Science - Civil Engineering
University of North Dakota

REGISTRATION

- Professional Engineer, MN

CERTIFICATIONS

Minnesota Department of Transportation (MnDOT)

- Aggregate Production I
- Bituminous Street
- Concrete Field I
- Grading and Base I

University of Minnesota

- Design of Construction SWPPP

American Concrete Institute

- ACI Field Testing Tech I

Bolton-Menk Authorized Trainer

- Low Salt Design Strategies - LSiD TM

SUMMARY

Ethan is a project engineer at Bolton & Menk who is passionate about providing quality deliverables to our clients. Beginning his career in 2019, his experience includes designing and inspecting reconstruction projects. Ethan is often involved in both design and construction phases of projects, bringing continuity to the project and knowledge of goals and objectives as the project is constructed.

EXPERIENCE

Otter Tail County, Minnesota

- CSAH 5 Reconstruct and Mill & Overlay (SAP 056-605-012)
- CSAH 92 Improvements (SAP 056-692-006)

City of Eagle Bend, Minnesota

- 2021 Phase 4 Street & Utility Reconstruction
- 2024 Phase 5 Street & Utility Reconstruction

City of Little Falls, Minnesota

- Safe Routes to School Project (SP 136-591-001)
- 11th Street NE Reconstruction (SAP 136-128-011)

Wadena County, Minnesota

- CSAH 92 Improvements (SP 5605-25 & SAP 080-692-002)
- CSAH 92/Greenwood Avenue County Road Improvements (SAP 080-692-001)

City of Wadena, Minnesota

- TCHC Utility Extension
- Folkestad East Street & Utility Project

City of Sebeka, Minnesota

- Jefferson Avenue Utility Improvements
- South Watermain Loop Project

City of Staples, Minnesota

- 2nd Street NE Improvements

City of Crosby, Minnesota

- SE Improvements

City of Baxter, Minnesota

- 2023-2024 Mirco Surfacing Improvements
- TH 210/Inglewood Drive Improvements (SP 1805-84, SP 230-107-008, & SAP 230-121-001)



City of Grand Forks, North Dakota

- Cherry Street Reconstruction and Mill & Overlay

City of Wyndmere, North Dakota

- Phase 1A and 1B Street and Storm Sewer Project

City of Hankinson, North Dakota

- HRE Trunk Watermain Project
- Wellfield and Transmission Line Project

City of Lakota, North Dakota

- Water Transmission Line Rehabilitation

PROJECT SCHEDULE
SOUTH BRAINERD RESURFACING PROJECT
CITY OF BRAINERD, MN
8/9/2024

PROJECT TASKS	DATES	NOTES
Council Approves Engineering Design Proposal	Monday, August 19, 2024	City Council Meeting
Council Orders Feasibility Study	Monday, August 19, 2024	City Council Meeting
Public Neighborhood Information Meeting	Thursday, September 19, 2024	
Feasibility Report accepted and Order Improvement Hearing - Resolution	Monday, October 7, 2024	City Council Meeting
City Mailed Notice for Improvement Hearing	Monday, October 14, 2024	One notice at least 10 days prior to hearing
First Published Notice for Improvement Hearing	Wednesday, October 16, 2024	Twice in local newspaper, one week apart, last notice must
Second Published Notice for Improvement Hearing	Wednesday, October 23, 2024	must be at least three days prior to hearing.
Improvement Hearing Conducted	Monday, November 4, 2024	City Council Meeting
Ordered Project and Preparation of Final Plans and Specifications - Resolution	Monday, November 4, 2024	City Council Meeting
Approved Plans and Authorized Advertisement for Bids - Resolution	Monday, January 6, 2025	City Council Meeting
Bidding Publication	Sunday, January 12, 2025	Publication must be made at least three weeks before last day to submit bids, at least once in official newspaper and once in trade paper or First Class city newspaper.
Bids Opened	Thursday, February 6, 2025	By default bid remains subject to acceptance for 60 days after the Bid opening.
Awarded Contract - Resolution	Monday, February 17, 2025	City Council Meeting
Notice of Award	Wednesday, February 19, 2025	Contractor has 15 days to deliver signed agreement, bonds and insurance certificates.
Construction	May 2025 to July 2025	6 week construction period to be specified
Preconstruction Conference held	Thursday, May 8, 2025	
Begin Construction	Monday, May 19, 2025	
Substantial Completion	Friday, June 27, 2025	
Final Completion	Friday, July 11, 2025	
Declared Costs to be Assessed - Resolution	Monday, July 21, 2025	City Council Meeting
Order Assessment Hearing - Resolution	Monday, July 21, 2025	City Council Meeting
City Mailed Notice for Assessment Hearing	Wednesday, July 30, 2025	One notice at least two weeks prior to hearing
City Published Notice for Assessment Hearing	Wednesday, July 30, 2025	Once in local newspaper at least two weeks prior to hearing.
Assessment Hearing Conducted	Monday, August 18, 2025	City Council Meeting
Adopt Special Assessments - Resolution	Monday, August 18, 2025	City Council Meeting
End of Assessment Appeal Period	Thursday, September 18, 2025	Appeals to district court must be made within 30 days after adoption of the assessment roll.

City Council Meetings held on 1st and 3rd Monday @ 7:30 p.m.
Safety and Public Works Commission Meetings 1st and 3rd Monday @ 7:00 p.m.
All dates are subject to change, this is a living document.

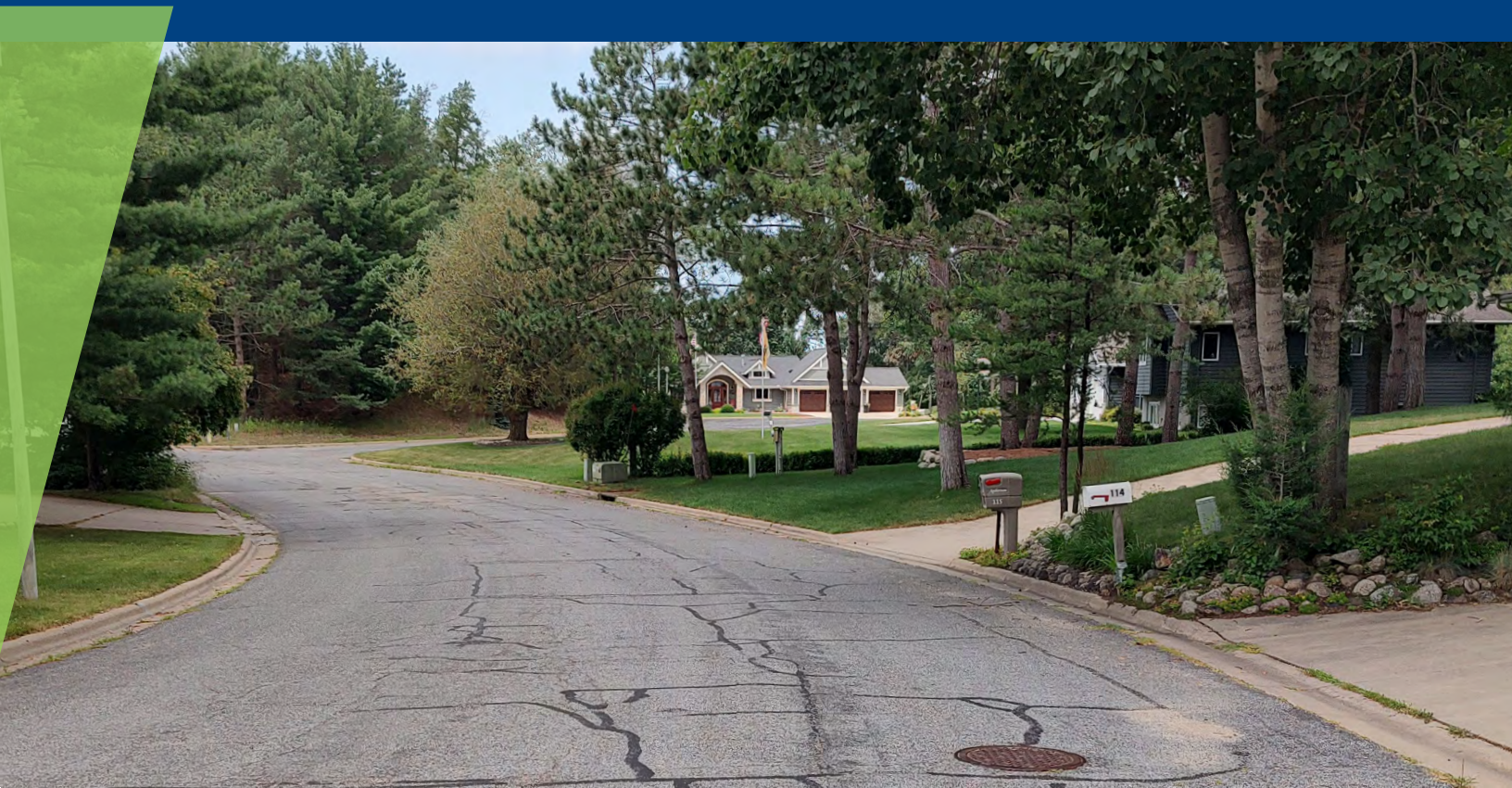
Detailed Cost Estimate

City of Brainerd, Minnesota South Brainerd Resurfacing Project		Bolton & Menk, Inc.							
Task No.	Work Task Description	Project Manager	Project Engineer	Design Engineer/RPR	Survey Lead	Survey Support	Admin/Coordination	Total Hours	Total Cost
Survey and Engineering Design									
1.0	Data Collection	0	4	4	4	12	0	24	\$4,288
2.0	Preliminary Engineering Report & Chapter 429 Process	24	12	20	0	0	10	66	\$9,880
3.0	Final Design Plans and Specifications	10	32	92	0	0	4	138	\$20,152
4.0	Bidding Services	8	10	4	0	0	6	28	\$4,198
Tasks 1-4 Subtotal									\$38,518
Contract Administration, Construction Staking, and Inspection									
5.0	Construction Administration	6	36	150	4	8	0	204	\$29,932
Tasks 5 Subtotal									\$29,932
Total Hours		48	94	270	8	20	20	460	
Average Hourly Rate		\$176.00	\$173.00	\$136.00	\$160.00	\$201.00	\$86.00		
Subtotal		\$8,448	\$16,262	\$36,720	\$1,280	\$4,020	\$1,720		
Total Fee									\$68,450

CITY OF BRAINERD

SOUTH BRAINERD RESURFACING PROJECT

Request for Proposal for design and construction engineering services including project design and development, assessment process, preparation of plans and specifications, and construction/observation for the South Brainerd Resurfacing Project



August 9, 2024

RYAN ODDEN, PE | SENIOR PROJECT MANAGER

218.296.0757 | ryan.oddn@mooreengineeringinc.com
1808 East Fir Avenue | Fergus Falls, MN 56537



mooreengineeringinc.com

August 9, 2024

Mr. Jessie Dehn, P.E., City Engineer/Public Works Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401
jdehn@ci.brainerd.mn.us

RE: City of Brainerd– Request for Proposal for South Brainerd Resurfacing Project

Dear Mr. Dehn,

Thank you for the opportunity for Moore Engineering, Inc. to submit this proposal to provide engineering services to the City of Brainerd. Our services will include topographic survey, design, bidding, construction representation, construction administration and administering the 429-assessment process for the 2025 South Brainerd Resurfacing Project.

Our understanding of this project is that these streets are identified needing bituminous replacement and that many of the streets will need to have the base graded and shaped after the 2 inches of milling will remove all the existing pavement and that a new 2-inch pavement will be placed after any base corrections and compaction takes place. Moore would also lead the 429-assessment process for the City for these improvements with the project currently scheduled for 2025 construction season.

As you can see from the attached resumes, we all have experience with this type of project and will be able to meet your expectations of project delivery and execution of the work. We will provide you with regular updates on the progress and submit to you for your review plans at 60%, 90% and 100%.

We appreciate the opportunity to submit our proposal and foster our relationship with the City of Brainerd. Should you have any questions or need additional information, please contact Ryan Odden at 218-296-0757.

Respectfully,
Moore Engineering Inc.



Ryan Odden, PE
Senior Project Manager
ryan.odden@mooreengineeringinc.com

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Firm History and Overview

1960

YEAR ESTABLISHED

ESOP

OWNERSHIP TYPE - S-CORP

190+

EMPLOYEES

Engineers
Engineering Technicians
Surveyors & Crews (PLS)
CADD & GIS Technicians
Environmental Scientists

11

OFFICE LOCATIONS

North Dakota

Bismarck
Horace
Minot
Valley City
West Fargo
Williston

Minnesota

Bemidji
East Grand Forks
Fergus Falls
Plymouth
St. Cloud

SERVICE OFFICE

1808 East Fir Avenue
Fergus Falls, MN 56537

Kip Moore and Marshall Moore founded Moore Engineering in 1960 to create solutions for everyday problems. The brothers incorporated their partnership in 1970. Today, Moore Engineering is a 100% employee-owned ESOP company that continues its dedication to advancing the region's water, municipal and transportation infrastructure.

Since our company's inception, Moore's engineering and technical teams have completed thousands of civil and environmental projects throughout the Midwest. As members of the same communities we serve, our employees are invested in every project's success, and work with hundreds of municipalities, counties, water resource and watershed districts, developers and private citizens to help them thrive. Many of our clients have been with us for decades – we've served as the City Engineer for Casselton, ND, since 1962.

We attribute our success to the values that have guided our growth since the beginning. Moore Engineering is a family that believes in **Respect** and we strive to show **Integrity** in all our work. We consistently maintain our **Accountability** and **Loyalty**, upholding our obligation to the health, safety and welfare of the people at the center of our work. By giving back to those in need and incorporating **Kindness** into our daily work, we are truly committed to improving lives and building strong communities.

Moore works with multiple entities at local, state and federal levels to effectively carry out projects with the understanding that the work we do for you today is an investment in your future. We recognize that every project is unique and we always take the opportunity to improve the quality of life for the people the project impacts. We look forward to growing side by side with our clients, and we nurture that relationship from day one.

IMPROVING LIVES BY BUILDING STRONG COMMUNITIES.



Ryan Odden, PE

Senior Project Manager

218.296.0757

ryan.odden@mooreengineeringinc.com

Organization Chart





Ryan brings 22 years of experience working in a local government role in all phases of project development and project delivery. He has worked on survey crews, project design, construction inspection, and project management. His cumulative experience has allowed him to gain the knowledge and insight to be an effective project manager and understand the broad range of responsibilities required to perform this role. As County Engineer Ryan built productive relationships with the County Board, City Councils and Township Boards by providing guidance and advice to the communities he served. He was responsible for creating and maintaining long term construction and highway maintenance programs for the local transportation system. He also served as the Bridge Inspection Program Administrator overseeing bridge maintenance, funding and replacement programs for county, city and township bridge structures.

Education

- BS in Civil Engineering, North Dakota State University

Professional Experience

- Moore Engineering since 2023
- County Government - 22 Years

Professional Registrations

- Professional Engineer - MN

Ryan Odden, PE Senior Project Manager

ryan.odden@mooreengineeringinc.com
218.296.0757

RELEVANT EXPERIENCE

*CSAH 50 - Urban Reconstruction

» Wadena, MN

Project oversight for the reconstruction of CSAH 50 in Wadena, MN. Responsibilities include oversight of the entire project and ensuring all project needs are met, including the creation of a 10 ton truck route. This was a LRIP and State Aid funded project, which included the grading and surfacing of the highways, sidewalk replacement with ADA improvements, curb and gutter, storm sewer, and city utilities.

*CSAH 12 - Urban and Rural Reconstruction

» Sebeka to Nimrod, MN

This was a multiple year and phases series of projects. Ryan worked with MNDOT negotiating a 10 mile turnback project of TH 227. The project was funded with a combination of turnback and state aid funds. It had a separate project for the purchase of right of way. It included an urban mill and overlay with ADA improvements, full urban reconstruction with city utilities in Sebeka, rural reconstruction project, 2 bridge replacements and an urban reconstruction in Nimrod.

*CSAH 22 & CR 78- Urban Reconstruction and Intersection Realignment

» Eagle Bend, MN

Project Engineer for the reconstruction and realignment of CSAH 22 and CR 78 in Eagle Bend, MN. Responsibilities included road and storm sewer design, right of way acquisition, and construction inspection of the project. This was a State Aid and locally funded project. It included the grading of intersection, realignment of two highways and storm sewer.

*CSAH 2 - Urban Reconstruction

» Aldrich, MN

This project was for the reconstruction and realignment of CSAH 2 in Aldrich, MN. Ryan worked with the City of Aldrich to move the route of CSAH 2 by County swapping mileage with the City. Oversaw the design, required right of way acquisition and construction inspection of the project.

**PROJECT COMPLETED WHILE EMPLOYED BY ANOTHER FIRM*



Since joining Moore Engineering in 2018, Josiah has worked on a variety of projects ranging from private lot development to entire city infrastructure reconstruction projects. He has been involved in all phases of the projects including writing preliminary engineering reports to determine project feasibility, following MN Statute 429 for special assessments, project design and client communication, bidding, & construction. As the Minnesota Municipal Group Leader, Josiah works closely with a design team to ensure that the projects exceed client's expectations while complying with all agency regulations.

Education

- BS in Civil Engineering, University of North Dakota

Professional Experience

- Moore Engineering since 2018

Professional Registrations

- Professional Engineer – MN

Professional Certifications

- MnDOT Technical Certification
 - ADA construction
 - Aggregate Production Tester
 - Concrete Field Inspector
 - Concrete Field Tester
 - Grading & Base Inspector
 - Grading & Base Tester
- American Concrete Institute Certification - ACI Concrete Field Testing Technician – Grade I

Josiah Rostad, PE Minnesota Municipal Group Leader

josiah.rostad@mooreengineeringinc.com
218.770.1608

RELEVANT EXPERIENCE

2024 Street Improvements

» St. Augusta, MN

Reviewing Engineer for St. Augusta's 2024 Street Improvement project. This project included a combination of full depth reclamation & mill/overlaying of approximately 3.5 miles of roadway.

Audubon Street Improvement

» Audubon, MN

Design Engineer for the street rehabilitation of County Highway 13, County Road 144, East Falcon Street, 3rd Street, & Eagle Street & reconstruction of 8th Street and East Hawk Street. Street rehabilitation included milling/overlaying; curb & gutter replacement & pavement spot repair due to failing subgrade. Plan was designed & constructed to meet Minnesota State Aid, Ten State & City standards. Moore Engineering was responsible for design, bidding, construction administration & project closeout.

Prairie Hills 5th Addition - NE

» Hawley, MN

Signing Engineer for the Prairie Hills 5th Addition – NE Development in Hawley. Project was completed in accordance with the City's special assessment policy & in compliance with MN Statute 429. Project design included utility (sanitary sewer, lift station, watermain, & storm sewer), roadway, & site grading improvements. Project was designed to meet ADA, Municipality, & Ten State Standards. This project included all phases from preliminary engineering, final design, bidding & construction administration.

2019 Street Utility Improvements - Mount Faith

» Fergus Falls, MN

Planning & Design Engineer for the reconstruction of a 10-block reconstruction of the City utilities & roadway. The preliminary engineering report was written and utilized to comply with the City's special assessment & MN Statute 429 special assessment requirements. Work included: Storm sewer analysis and design, plan & specification preparation, project inspection, & project management.

Hawley Phase 3 Improvements

» Hawley, MN

Design Engineer for the City of Hawley's Phase 3 improvements. Project included approximately 37 blocks of street and utility reconstruction. Utility reconstruction included sanitary sewer, water main, and storm sewer. Work included plan design and project cost estimation.



Education

- BS in Civil Engineering,
North Dakota State University

Professional Experience

- Moore Engineering since 2017
- Other Firms - 12 Years

Professional Registrations

- Professional Engineer - MN, ND

Professional Affiliations

- City Engineers Association of MN
(CEAM)

Jonathan Pauna, PE Senior Project Manager

jonathan.pauna@mooreengineeringinc.com
701.446.7183

As a city engineer Jon has worked diligently to be a trusted advisor to the communities he has served. He has advised and provided the guidance to lead infrastructure improvement projects from the early planning phases through the construction process. He has experience in grant and funding assistance, capital improvement plan development, design and construction.

Outside of project related experience Jon understands the importance of being both available and responsive to the communities that he has served. Being present at city meetings to answer questions or concerns and being prepared to communicate project updates with city staff and council members is extremely important in the ability of the city to make timely decisions and keep its citizens informed.

A key role of a city engineer is to work with city staff, council members, and residents in a collaborative effort to preserve and improve the infrastructure of the community in a cost effective and sustainable manner. One aspect of city engineering that Jon excels at and enjoys the most is being able to provide solutions that do exactly this. While each component of a city's infrastructure has an expected life span there are often times that this life span can be extended through maintenance decisions or rehabilitation type projects. When working with communities, Jon strives to bring all the options forward so the most cost effective options are presented to the decision makers. Listed below are communities that Jon has served as their designated city engineer.

- City of Audubon, MN
- City of Hallock, MN
- City of Braham, MN
- City of Wheaton, MN



Eric has served as a resident project representative and project manager on all types of Civil Engineering projects throughout the area. His experience includes all project functions from initial design through construction contract administration to construction close out. This includes lagoon inspections, analyzing existing water treatment facilities, process facilities, storm/sanitary lift stations, municipal water/sewer and streets, water towers, pump stations, water wells, private site designs, traffic signals and bridges. The following is a partial listing of relevant projects with which Eric has been involved.

Education

- North Dakota State University

Professional Experience

- Moore Engineering since 1999

Professional Certifications

- University of Wisconsin Public Works Construction
- MnDOT – Aggregate Production
- MnDOT – Bituminous Street
- MnDOT – Concrete Field I & II
- MnDOT – Grading and Base I & II
- MnDOT – Signal & Lighting
- MnDOT – ADA
- Erosion / Sediment Control Specialist
- UAS Pilot

Eric Medbery Construction Engineering Group Leader

eric.medbery@mooreengineeringinc.com
701.499.5839

RELEVANT EXPERIENCE

SIM-8-029(049)069 Interstate 29 Concrete Pavement Rehabilitation Project

» I-29 from Cass County Road 20 to Argusville, ND

Inspector for North Dakota Department of Transportation designed project consisting of full and partial depth concrete repair, asphalt overlay, and bridge approach panel replacement. Estimated construction cost: \$300,000.

NDDOT, SU-8-992(020)021 - West Fargo Signal Project

» West Fargo, ND

Construction Engineering for project consisting of traffic signals, lighting, concrete sidewalk, controlling (video detection) at 13th Avenue East/17th Street East and 13th Avenue West/Sheyenne Street. Worked in the construction phase as lead inspector and in contract administration.

NDDOT, SU-8-992(023)024 - 13th Avenue and Sheyenne Street Concrete Pavement Repair

» West Fargo, ND

Lead inspector for urban concrete repair consisting of full and partial depth repairs and joint seal including construction contract administration and preparation of final documents.

NDDOT, U-CMU-8-992(027)028 - 13th Avenue Reconstruction

» West Fargo, ND

Resident Project Manager for the complete reconstruction of roadway, bridge removal and box culvert installation, sewer and water replacement and storm lift upgrades. Project administration for roadway reconstruction, structure, lighting, storm sewer, and incidentals. Performed duties of lead inspector and construction contract administration in conjunction with two adjacent City improvement projects tied to this project. Prepared final documents. Approximate construction cost - \$3.2 million.



Chris works as the Practice Leader and Survey Group Leader for Minnesota and is in charge of identifying the team to provide survey services, QA/QC protocol by developing continuing training plans for employees in the department and review and analysis of field notes and office work, and ensures projects are completed on time and on budget. Chris is responsible for boundary calculations, existing and new right of way layout, easements, and the laying out of new developments. He oversees dispatching field crews for Construction Staking, Topographic Surveys, Boundary Surveys, Platting, and ALTA/NSPS Surveys.

Education

- BS in Mechanical Engineering, Colorado State University

Professional Experience

- Moore Engineering since 2009
- Other Firms - 17 Years

Professional Registrations

- Professional Land Surveyor - MN

Professional Affiliations

- Minnesota Society of Professional Surveyors
- National Society of Professional Surveyors

Chris Heyer, PLS Survey Group Leader

chris.heyer@mooreengineeringinc.com
701.499.5889

RELEVANT EXPERIENCE

County Roads 52, 124, and 126 – Urban Reconstruction

» Plummer, MN

Chris was the licensed surveyor providing right-of-way, topographic, and construction staking surveying services for a roadway reconstruction project. The project required locating existing right-of-ways, coordinating crews for gathering topographic and utility information for designs.

Street Improvements

» St. Augusta, MN

Chris was the licensed surveyor assigning the team for providing right-of-way, topographic and construction staking surveying services for a combination of full depth reclamation & mill/overlaying of approximately 3.5 miles of roadway, coordinating crews for gathering topographic and utility information for designs.

Street Improvements

» St. Augusta, MN

Chris was the licensed surveyor providing right-of-way, topographic surveying and construction staking services for a roadway reconstruction project. The project required locating existing right-of-ways, coordinating crews for gathering topographic and utility information for designs.

250th Street Improvements

» St. Augusta, MN

Chris was the licensed surveyor providing right-of-way, topographic and construction staking surveying services for a roadway reconstruction project. The project required locating existing right-of-ways, coordinating crews for gathering topographic and utility information for designs.

County Road 17 – Urban and Rural Reconstruction

» Waubun, MN

Chris was the licensed surveyor providing right-of-way topographic surveying and construction staking services for a roadway reconstruction project. The project required locating existing right-of-ways, coordinating crews for gathering topographic and utility information for designs.

Previous Experience



City Engineering Services Fergus Falls, MN

2006

- Moore has its first project with the City of Fergus Falls

2011

- Safe Routes to School Planning

2013

- Vernon Avenue Improvements

2014

- Forcemain Relocation Project

2015

- Water Treatment Plant Evaluation & Improvements

2017

- Otter Tail River Reservoir Stormwater Improvements
- Utility and Street Improvements

2018

- MSAS 109 - Lincoln Avenue Project

2019

- College Way Resurfacing

2020

- Street Improvement Project

2021

- MS4 Assistance
- Street and Utility Project

2022

- Wastewater Treatment Facility Planning
- Stanton Avenue Reconstruction

2022

- Citywide Street Improvements

2023

- Springen and Channing Ave; Mill, Overlay and ADA Improvements

Fergus Falls has been utilizing Moore Engineering as a consultant since 2006. We have been invited back nearly every year to complete design and construction administration on transportation, municipal, water and wastewater treatment, and stormwater projects.

Municipal

The City of Fergus Falls completes several utility and street improvement projects annually. They have trusted us to continually come back to complete these projects with them. Our team has continued to provide solid design and construction services for these projects year after year.

Transportation

We have completed a wide variety of transportation projects with the City. We have also assisted in planning their "Safe Routes to School" applications. Moore has completed street resurfacing and reconstruction projects, multi-use trails, and downtown ADA improvements.

Water and Wastewater

Moore has provided analysis, planning, and design services for the water and wastewater systems in Fergus Falls. Our team has provided sound advice on improvements to these systems. We have also assisted in reviewing utility rates to ensure costs of operation and maintenance are covered.

Stormwater

We have been assisting in MS4 Permitting and compliance in Fergus Falls since 2021. Our team has also completed standalone stormwater improvement projects, as well as the reconstruction associated with the street and utility projects.

Previous Experience



City Engineering Services Ada, MN

- 2003** • Moore Becomes Ada City Engineer
- 2006** • Flood Control Project Begins
- 2013** • Wells and Treatment Improvements
- 2014** • Park Street Improvements
- 2015** • Southwest Industrial Park Improvements
- 2016** • Ada Housing Development
- 2017** • Cougar Addition & Roadway Extension
• Wastewater Improvements
- 2019** • West Main Reconstruction
• Water Tower Project
- 2020** • Wellhead Protection Plan & Phosphorus management Plan
- 2021** • CIP Development
- 2023** • Infrastructure Improvements

Moore Engineering has been the city engineer for Ada since 2003. Since that time, Moore has helped the city with numerous improvements ranging from water main replacement, street and storm sewer improvements, new residential and industrial developments and comprehensive flood control.

Municipal

Moore has completed several utility expansion projects for the city to accommodate new development. There have also been utility replacement and infrastructure improvements throughout the older segments of town. Included in these projects were roadway and sidewalk reconstruction to meet ADA standards and replace the aging streets.

Flood Control

The City of Ada is located along the Marsh River, which had a history of flooding nearly annually. Moore completed the design and construction administration for a certified levee system that removed much of the City from the floodplain. We have also performed monitoring services for the levee system.

Water and Wastewater

In 2013, Ada identified the need for upgrades to the wells and water treatment system. Moore assisted in constructing two new municipal wells, well houses, chemical storage, and treatment facilities. Moore has also assisted with wastewater treatment facility improvements and lift station reviews.

Funding

During these projects, Moore has worked hand in hand with the City of Ada to acquire grant and funding dollars. The best example lies in the city's flood control project, where Moore phased the project to allow for flexibility for grant funds to become available. Moore Engineering assisted in lining up Hazard Mitigation Grant Funding from the State of Minnesota to pay for flood improvements around the perimeter of the city. Through strategic phasing and partnering with the County and MnDOT, Moore Engineering was able to construct portions of the project as funding was available without holding up the entire project.

Previous Experience



City Engineering Services Hawley, MN

2004

- Moore Becomes City Engineer in Hawley

2011

- Building Elevation Project

2012

- Multi-use Park Trail Improvements

2013

- Street and Utility Improvements

2014

- Elizabeth Street Extension

2015

- Prairie Hill Estates - Nature Lane Improvements

2016

- Ridgeview Circle Utility Improvements

2017

- Hawley Water Treatment Plant Improvements

2019

- Splash Pad Project

2020

- GIS Webmap
- 8th Street and Industrial Park Improvements

2021

- Sanitary Sewer System Study

2022

- Water Tower Rehabilitation

2023

- CIP and Utility Rate Planning

Moore Engineering has been the City Engineer for Hawley since 2004. Since that time, we have helped the City through an approximate 10% growth in population and multiple projects involving the updating and expansion of its infrastructure.

Development

Hawley has been proactive in fostering growth. Moore has helped the City with numerous expansions within their commercial and industrial park areas as well as developing residential portions of the City. Each of these improvements have served as a component to their success in promoting the establishment of businesses in their community.

Utilities

The majority of the City has undergone utility replacement and rehabilitation. Much of the water distribution system included old cast iron water mains. Their sanitary sewer system exhibited excessive amounts of infiltration and inflow and was constructed of old clay tile pipe in very poor condition. The feasibility study for these systems indicated that the best alternative for improvement was to replace the water distribution and sanitary sewer system while improving their roadway system throughout the community.

Funding

Creative funding initiatives were necessary to make the projects affordable to the local residences and businesses. Moore Engineering has assisted the City in obtaining funding through various agencies which include the Clean Water and Drinking Water Revolving Loan Programs, the Department of Employment & Economic Development and the Minnesota Department of Transportation. By working with these various agencies, the City has been able to utilize a combination of grants and low interest loans to make improvements throughout the City on various projects ranging from sidewalk improvements to commercial and business park expansion.

Project Understanding & Approach

SCOPE OF WORK

To meet the project objectives, Moore proposes to provide the services listed below. Specific deliverables are shown in bold. Moore Staff visited the sites to inspect the existing roadway and discussed the project with City Public Works Director in advance of developing this scope of work. This was to better understand the project area and need of the City.

TOPOGRAPHIC SURVEY

Moore will complete the topographic survey for the area identified in the exhibit as the South Brainerd Reconstruction Project.

As part of preliminary design, we will host an online kickoff meeting on Microsoft Teams (or other online meeting software) with key Moore and the city staff. We will discuss project objectives, next steps, schedule, and verify field work extents and timing. After the kickoff meeting, Moore will survey the project area for use in design. We will coordinate with the City to schedule our field survey. To complete an appropriate design evaluation, detailed topographic information within 10 feet adjacent to the existing roadways will be collected. Storm Sewer, Sanitary Sewer and Water System structures will include rim elevations only. Sanitary Sewer will include rim elevations, only. An attempt will be made to locate and survey all lot corners within the project area and parcel base maps will be reviewed for consistency with found property pins.

All field survey data collected will be brought into CAD to develop the base plan set. No specific deliverables are included as part of this task, but survey data will be presented as part of the submitted modeling and plans, developed in subsequent tasks.

FEASIBILITY REPORT

Moore will prepare a feasibility report for the South Brainerd Reconstruction Project. The feasibility report will consist of the following sections: Executive Summary, Existing Conditions, Proposed Improvements, Special Considerations, Cost Estimate/Financing, Preliminary Special Assessment Roll and Recommendations. Moore will also attend the neighborhood meeting, public hearing, and the special assessment hearing for the project as stated below in the schedule. Maps and figures will be created by Moore as necessary for all these scheduled meetings.



DESIGN AND COST ESTIMATE

Moore will manage the project to keep the City updated on project status, discuss submittals, and keep the project on schedule. We have included meeting time to kick off the project, and to review the design with the City prior to the Final Design Submittal. Moore will provide meeting minutes documenting what was discussed and agreed upon next steps after the meetings.

After completing the topographic survey, Moore will begin developing the 100% Design Plans. Based on the input from the City, we will develop a 100% Plan Set, Project Manual, and Cost Estimate. As we develop our plans and address items noted in the Kick-off Meeting, we will update our calculations accordingly to ensure project goals are achieved.

Project Understanding & Approach

During final design, Moore will prepare project plans and specifications consistent with city, ADA, and local regulatory standards. We assume the City will provide their preferred upfront contract, general provisions, special provisions, and other documents (if these do not exist, Moore will use EJCDC contracting documents).

Moore will calculate project quantities and prepare an Engineer's Opinion of Probable Cost and Bid Form for final design. During final design, Moore will conduct performance quality control reviews throughout the duration. With these quality control reviews, Moore will also provide 60% and 90% plans, cost estimate for the City to review, and then schedule a meeting with the City to discuss comments. This meeting could be held at the city offices or as a web-based Teams style. We will address comments on the plans and cost estimate at each review stage in route to 100% design, and provide a certified project manual including contract, plans and specifications, and final cost estimate.

Moore will work with the City to coordinate the project advertisement for bids, including addressing questions from contractors, preparation of any necessary addendums, preparing the advertisement for bid, and evaluation and tabulation of bids. After the bidding has closed, we will review bids for completeness, accuracy and price, tabulate bids, and will issue a recommendation to the City. After bidding is completed, Moore will produce a cost calculation sheet for this project. With the support of the City's Finance Department, we will determine the final project cost and final special assessment amounts.

DELIVERABLE(S)

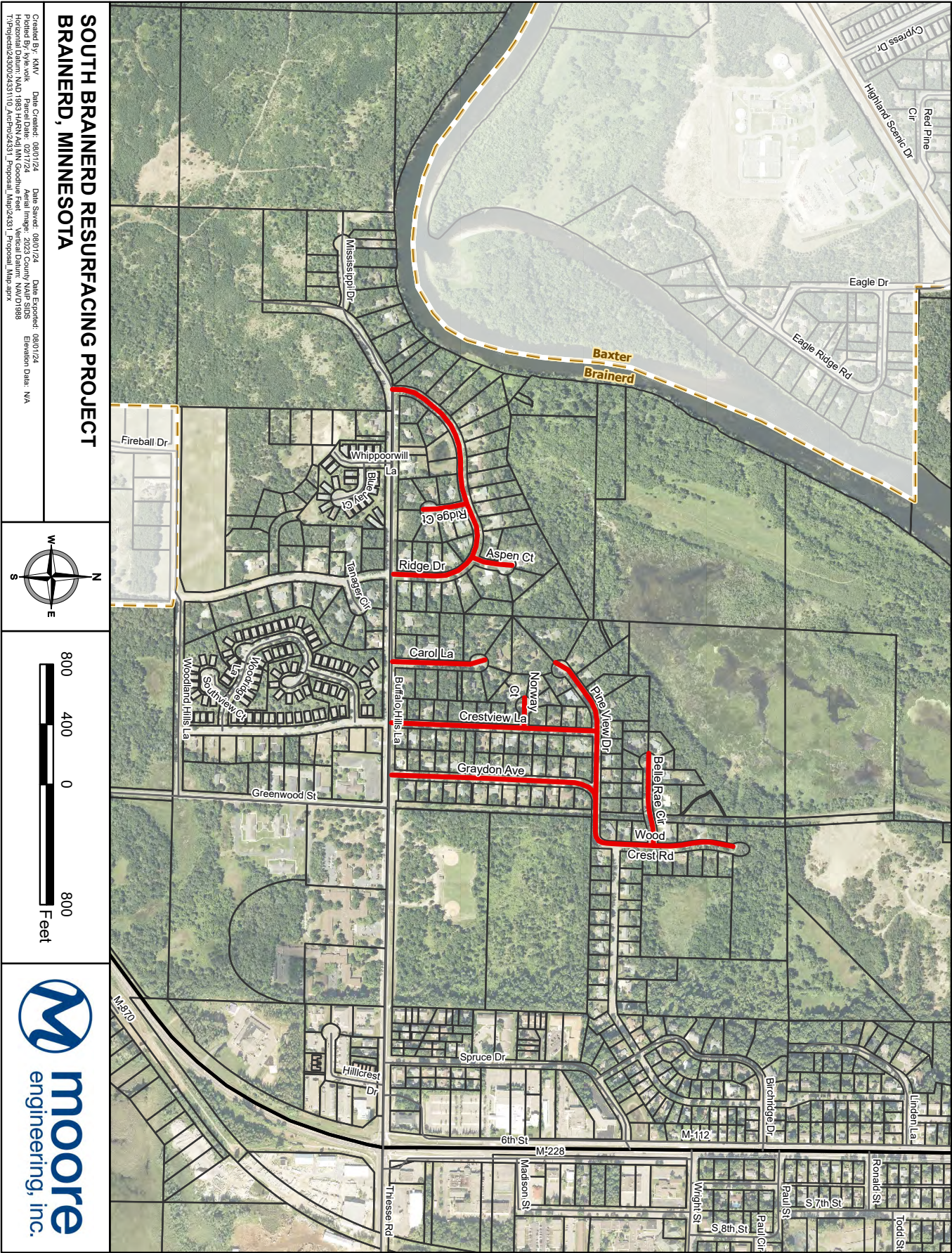
- 60% Plan Submittal: Draft plan set for the City to review and comment
- 90% Plan and Specification Submittal: Draft plan set and specifications for City review and comment
- 100% Plan and Specification Submittal: Three (3) 11" x 17" final plan sets and three (3) specifications for your files.

CONSTRUCTION SERVICE

Moore will also be available for construction inspection services if the City has a need for it. If the City requires construction observation services, Moore would propose to include the following services as part of our construction administration task:

- Moore will provide construction staking. We anticipate 2 trips for the required staking needs.
- While onsite, we will observe the contractor's work for conformance with project specifications, be available to answer questions as needed, and document project status with photos and diary logs.
- Moore will coordinate with the contractor on a day-to-day basis, to ensure questions are answered, schedules are coordinated, and payments are appropriately processed. Once the contractor achieves substantial completion, the project engineer and resident project representative will inspect the site to develop a punch list.
- Upon completion of the construction punch list, we will provide the City with necessary project closeout documentation for your records.





Project Schedule

Project Schedule	2024		2025	
	Q3	Q4	Q1	Q2
Authorize Contract with Moore Engineering	AUG 19			
Neighborhood Meeting	SEP - NOV			
Field Survey Data Collection	AUG - SEP			
Deliver Draft Feasibility Report to Staff for Review	SEP 23			
City Comments Returned Week of October 1st	SEP 30 - OCT 4			
Final Feasibility Report Delivered to City		OCT 11		
City Council Accepts Feasibility Report & Orders Public Hearing		OCT 7		
Public Hearing		NOV 14		
60% Plan Submittal to City		DEC 11		
Preliminary City Comments Returned to Moore		DEC 18		
Final City Comments Returned to Moore		DEC 23		
90% Plan Submittal to City			JAN 10	
90% Plan Comments Returned to Moore			JAN 17	
City Council Approves Plans & Specifications			FEB 4	
First Ad for Bid Published this Week & Plans Uploaded			FEB 10	
Bid Opening Date			MAR 4	
Declare Costs and Set Assessment Hearing Date			MAR 4	
Assessment Hearing & Award Contract				APR 1
Construction				MAY - AUG

Anticipated Involvement

Moore will be providing regular bi-weekly updates to the City during the entire project and more frequently if needed. The City will review the preliminary and final plans, then give approval before moving to the next phase of the project. A draft feasibility report for be provided for review and a final report before presentation to the public with special attention to the City of Brainerd’s specific assessment policies. Moore will be the first contact for the public and contractors during the bid process. We would encourage the City to redirect any inquiries to Moore regarding the assessment process and the project.

Cost

Moore will perform the tasks as described in this proposal with invoices submitted monthly based on hours worked on the project. As requested, the costs are broken into phases in the following chart with a not to exceed amount per phase.

COST CONTROLS

Each of our Team Leads have years of experience and they have created budgets for each of their areas of expertise with specific hours for each task. Together we closely watch time usage to ensure the project stays within budget. If there are potential changes in scope during the design or construction, we will make certain the City knows in advance what the potential budget impacts will be so that you can provide the direction you want the project team to go. We will not exceed the contracted engineering fees billed to you without authorization.

Phase	Not to Exceed
Preliminary Survey, Engineering Design, Assessment Process Bidding	\$60,949
Construction Administration, Survey, Staking, Observation, and Material Testing	\$47,659

Moore Engineering, Inc. 2024 Billing Schedule Effective January 1, 2024	
DESCRIPTION	RATE
Principal - SR Project Manager	\$225
Project Manager - SR PE - SR Technical Advisor	\$215 - \$220
Professional Engineer I, II	\$195 - \$205
Graduate - Project Engineer	\$165 - \$180
Engineering Designer I, II, SR	\$155 - \$180
Engineering Technician I, II, III	\$120 - \$145
Environmental Scientist I, II, SR	\$135 - \$210
Environmental Technician Intern, I, II	\$80 - \$120
Landscape Architect I, II, SR	\$155 - \$180
Project Administrator I, II, SR	\$135 - \$155
Office Administrator I, II, SR	\$115 - \$165
CADD Technician I, II, III	\$140 - \$150
Senior GIS Coordinator - GIS Manager	\$195 - \$200
GIS Analyst - GIS Developer	\$165 - \$180
GIS Programmer I, II, III	\$150 - \$170
GIS Technician I, II, III	\$140 - \$150
GIS Specialist I, II, III	\$145 - \$165
Land Surveyor - Senior Land Surveyor	\$180 - \$215
Survey Manager	\$170
Survey Crew Chief I, II - Survey Data Analyst	\$150 - \$165
Project Coordinator - CADD Standards Coordinator	\$180 - \$200
Funding Specialists	\$155 - \$165
Survey Technician I, II, III	\$105 - \$120
Construction Engineer/Specialist, I, II, SR	\$165 - \$185
Administrative Assistant I, II	\$95 - \$105

Past Performance

At Moore, we value our client relationships. The reputation our teams have built with our existing clients is the basis for the repeat business that has fueled our firm's success for decades. We have provided references for multiple public clients that can speak to our team's ability and dedication to successfully lead a wide variety of projects from survey services to environmental to preliminary designs. Because of our varied experiences, we know how to ensure all aspects of projects are performed correctly to provide seamless integration with future project phases. We encourage you to reach out to each of these references to hear first-hand about their experience working with our team. Additional references can be provided at your request. We can also be available to discuss our relationship with each of these clients or provide additional details that may be needed by the City of Brainerd to aid in your evaluation.

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218.998.4041
mooreengineeringinc.com

24331

August 9, 2024

RE: Brainerd, Minnesota
South Brainerd Resurfacing Project
Proposal for Professional Services
SEH No. BRDMN P-180292 10.03

Mr. Jessie Dehn, PE
City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Jessie:

Thank you for the opportunity to provide professional services to the City of Brainerd for this pavement rehabilitation project in south Brainerd. The project scope includes approximately 0.4 miles of roadway that is identified for a mill and overlay, and approximately 1.3 miles of roadways that are identified for removal of the bituminous pavement and placing new bituminous surfacing. The City has requested a proposal and scope of work to perform a feasibility report, including following the Minnesota Statute 429 process, design and preparation of bidding documents, construction administration, construction observation, and project closeout of the South Brainerd Resurfacing Project in Brainerd, Minnesota.

PROJECT UNDERSTANDING

The purpose of the project is to improve road surfaces in the neighborhood, and to replace curb that is in poor condition. As noted in the proposal, this includes a 2-inch mill and overlay along the Graydon Avenue Segment, and removal of the pavement surface and replacement with a 2-inch layer of bituminous pavement for the remaining street segments. The work includes shaping existing gravel, curb repairs, and adjustment of valves and manholes to match the new pavement surface. In addition, curb cuts and pedestrian ramps are planned to be replaced for the trail crossings of Graydon Avenue and Belle Rae Circle.

The street segments and associated improvements are as follows:

- Graydon Avenue (Buffalo Hills Lane to Woodcrest Road)
- Crestview Lane (Buffalo Hills Lane to Pineview Drive)
- Woodcrest Road (Graydon Avenue to Dead End)
- Belle Rae Circle (Cul-de-sac to Woodcrest Road)
- Pineview Drive (Cul-de-sac to Graydon Avenue)
- Norway Court (Cul-de-sac to Crestview Lane)
- Carol Lane (Buffalo Hills Lane to cul-de-sac)
- Ridge Drive (Buffalo Hills Lane to Buffalo Hills Lane)
- Ridge Court (Ridge Drive to cul-de-sac)
- Aspen Court (Cul-de-sac to Ridge Drive)

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 101, Brainerd, MN 56401-3540

218.855.1700 | 866.852.8880 | 888.908.8166 fax | sehinc.com

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The necessary work tasks that SEH will be involved with for this project include preparing a feasibility report, preparation of a preliminary assessment roll, preparing notifications for the Improvement Hearing, presenting information at the Improvement Hearing, completing preliminary plans, completing final bidding documents, hosting the bid opening, recommendation of contract award, hosting a preconstruction conference, administering the construction contract, providing construction oversight (if desired), calculating final quantities, preparing notifications for the Assessment Hearing, presenting information at the Assessment Hearing, completing record drawings, and general project closeout tasks. In addition, SEH expects to be involved in preparing necessary resolutions that will be presented to City Council as part of the Minnesota Statute 429 process.

BACKGROUND

The City of Brainerd's 10-YEAR STREET AND SEWER CAPITAL IMPROVEMENT PLAN 2024-2033 states the following:

"The City uses a comprehensive pavement management system and database that rates and scores pavements based upon calculations of condition ratings based upon a 0-4 scale (0 being pavement that has completely failed and 4 being pavement that was just constructed). During this pavement rating process, City Staff use multiple different measurements on a street to measure certain types of cracking and distresses within the pavement that are turned into a pavement score using a linear regression equation. During this process, staff also use judgement to rate the curb condition on each street. These pavement ratings are used to identify and group projects into larger projects,..."

The improvement method for the streets are defined as mill and overlay or removal and replacement of bituminous, per the request for proposal. The project areas listed above are included in the City's Capital Improvement Plan for construction in 2025.

WORK PLAN AND APPROACH

Our approach to the project is broken down into and summarized with the following primary tasks:

Task 1 – Meetings and Coordination

SEH will coordinate and participate in the following meetings (combination of in-person and virtual) to facilitate City coordination and engagement throughout the project.

Subtask 1.1 Project Management Team Meetings

We will prepare for and conduct up to two (2) meetings with a Project Management Team (PMT) consisting of SEH staff and City staff (including other City departments, elected officials, and Brainerd Public Utilities staff as desired). The meetings are anticipated to be:

- Deliver and review final report.
- Deliver and review final plans.

Subtask 1.2 Coordination Meetings

SEH will prepare for and conduct up to five (5) meetings with the design team consisting of SEH staff and City Engineering staff. The meetings are anticipated to be:

- Project kickoff and initial coordination meeting for project scope, feasibility report, and assessments (1).
- Coordination meeting for draft feasibility report and assessments (1).
- Coordination meeting for 60-percent plans (1).
- Coordination meeting for 95-percent plans (1).
- Coordination meeting to review final assessments prior to mailing notices (1).

Task 2 – Feasibility Report

SEH will prepare the Feasibility Report and associated Minnesota Statute 429 items.

Subtask 2.1 – Prepare Feasibility Report

SEH will prepare a draft feasibility report for review by the City, as well as the final Feasibility Report for City Council approval. The work items included in this task include preparing maps and figures (typical sections and an illustration of the improvements along each street segment), formalizing the improvement type identified in the City's CIP, completing a cost analysis/opinion of probable cost, calculating preliminary assessment rates, and writing the associated verbiage needed for the report to support that the project is cost effective, necessary, and feasible. In a previous task, we have identified separate meetings to review the report, specifically with City Engineering staff and with a wider cross section of City Staff to be certain all parties are comfortable with the project areas and intended improvements. In addition, we anticipate this task will include assisting with preparation of necessary Resolutions that will be required as part of the assessment process. The task also includes presenting the report to City Council as necessary.

Subtask 2.2 – Improvement Hearing Notices and Improvement Hearing

SEH will calculate assessment rates and attribute them to individual properties. The task includes reviewing applicable Minnesota Statute 429 and the City of Brainerd Assessment Policy, completing analysis of preliminary assessments, coordinating associated mailings, coordinating and presenting the project at the Improvement Hearing, and assisting with preparation of necessary resolutions that will be required.

**Assumptions – SEH's assumption is that the City will take the mailing list that is prepared by SEH, and print envelopes and notices, pay postage, stuff envelopes, and send formal notices for all mailings for hearings.*

Deliverables:

- Draft Feasibility Report for review by the City
- Final Feasibility Report
- Notifications for the Minnesota Statute 429 Process
- Presentation for the Improvement Hearing

Task 3 – Design and Survey

This task includes project development and associated tasks for the preparation of plans up to the 95-percent stage.

Subtask 3.1 – Survey

SEH will complete survey of important project parameters as noted within this section. The intent of the survey is to collect important features along the roadways (select curb segments, manholes, valves) and complete a full topo survey in select areas of important features such as ped ramps or if other strategic minor areas need to be evaluated. The entire corridor or curb is not intended to be surveyed, nor is it intended to survey all existing utility features for this project. The survey work will include setting horizontal and vertical control in select areas.

**Assumptions – the work appears to be wholly within existing right of way, thus property lines or right of way are not intended to be completed using survey staff, and the assumption is the City will be providing direction on the process to identify right of way lines or property lines on the plan using the County's GIS information or a City basemap.*

SEH does not intend to survey private utilities or sketch on the plan sheets, rather we intend to list utility partners on the plans and include any maps obtained in the prelim design meeting in the appendix of the proposal.

Subtask 3.2 – Preliminary Design Utility Meeting

SEH will prepare a basic overview map to illustrate the project area and will coordinate and host a utility meeting to alert utility partners of the project. In addition, the meeting will be utilized to gather information related to the presence of existing utility features in the project area, and to initiate discussion with utility companies to determine if they have any intentions of replacing facilities in the project areas. Utility coordination is expected to be minimal to meet specific statutory requirements related to bidding, but formal coordination for relocations is not anticipated.

Subtask 3.3 – Design

SEH will prepare plans for City Review. The deliverables associated with this task include a 60-percent plan set and a 95-percent plan set. The deliverables will include an Engineer's Estimate/ Opinion of Probable Cost to determine the status of the project budget at each milestone. In a previous task, we have identified separate meetings to review plans at various stages of design.

** Assumptions – it is assumed no permits are needed for the project.*

Deliverables:

- 60-percent plan set
- 95-percent plan set
- Engineer's Estimate/Opinion of Probable Cost

Task 4 – Advertising, Bidding and Contract Award

SEH will prepare final plans and specifications for bidding, and associated subtasks.

Subtask 4.1 – Advertising, Bidding and Contract Award

This task includes preparing plans and specifications for bidding. In addition, it includes assisting the City with advertising, coordination with Bidders during the bidding timeframe, distribution of necessary addenda, participating in the bid opening, preparing the bid tabulation, review of the apparent low bid for compliance with contract documents, award recommendation, and City specific items for the Council (including any necessary Resolutions for the 429 process).

** Assumptions - Advertising or Publication fees will be borne by the City.*

Deliverables:

- Final Bidding Documents
- Addenda
- Bid Tabulation
- Award Recommendation Letter including supporting information (bid tabulation) and other necessary items for this packet.

Task 5 – Construction

This task includes the various elements needed for Construction Administration and Observation.

Subtask 5.1 – Construction Administration

This task includes hosting a preconstruction meeting and up to 4 progress meetings during construction. In addition, it includes preparation of partial pay estimates, as well as general coordination with project partners and residents. The task includes preparation of a change order should one be necessary during construction progress.

The task also includes review of submittals for necessary construction items.

The expectation for the project is that a formal neighborhood meeting ahead of construction is not necessary. SEH intends to provide information to the City for a single mailing to the assessment distribution list advising residents of the general construction timeframe and providing basic comments or recommendations to property owners. SEH will serve as the liaison between the City, the Contractor and the general public.

** Assumptions – SEH's assumption is that the City will take the mailing list that is prepared by SEH, and print envelopes and notices, pay postage, stuff envelopes, and send formal notices for all mailings for hearings.*

Subtask 5.2 – Survey

The task includes providing staking for pedestrian ramps and for stationing stakes along the route during construction. As noted here, minimal staking is expected for the project.

Subtask 5.3 – Resident Project Representative/Construction Observation

The task noted here is for observation of project work to document conformance to contract documents. The designated representative from SEH will review and monitor the construction progress and observe work completed. In addition, they will coordinate staking, markings of removals, and necessary materials testing for the project. This individual will track quantities and document for inclusion on a partial pay estimate. It is assumed there will be 4 to 5 weeks of active construction and the Resident Project Representative will be needed for up to 160 hours during this time.

** Assumptions – It is assumed the City will contract directly with a separate party for necessary construction materials testing.*

Deliverables:

- Meeting Agendas
- Meeting Minutes
- Pay Applications
- Change Orders

Task 6 – Assessment Hearing

SEH will assist the City with assessment calculations, assessment public hearing and documentation in accordance with the Minnesota Chapter 429 assessment process. Items included in our proposed scope of services are as noted below.

Subtask 6.1 – Assessment Hearing Preparation and Assessment Hearing

The task includes preparing the final cost split worksheet and assessment calculations, preparation of assessment worksheet, meeting with City staff to review final assessment and cost split information (one (1) meeting), assisting the City with Assessment Hearing resolutions and notices.

** Assumptions – SEH's assumption is that the City will take the mailing list that is prepared by SEH, and print envelopes and notices, pay postage, stuff envelopes, and send formal notices for all mailings for hearings.*

Deliverables:

- Final Cost Split Worksheet
- Final Assessment Calculations and Map
- Presentation for the Assessment Hearing

Task 7 – Project Closeout

Subtask 7.1 – Administrative Closeout

Complete necessary final documentation for the final pay estimate and coordinate with the Contractor.

Subtask 7.2 – Record Drawings

Complete preparation of “Record Drawing” document.

Task 8 – Reimbursable Expenses

Reimbursable expenses include vehicle mileage, vehicle and equipment charges, printing, and reproductions.

CONSULTANT FEE

The following table identifies the consultant fee based on the work plan. This fee is estimated to be on an hourly basis and is provided as a “not to exceed” amount for the project.

Task	Amount
1.0 Project Management/ Meetings and Coordination	\$4,300
2.0 Feasibility Report	\$10,500
3.0 Design and Survey	\$20,000
4.0 Advertising, Bidding and Contract Award	\$5,200
5.0 Construction	\$31,600
6.0 Assessment Hearing	\$4,700
7.0 Project Closeout	\$3,700
8.0 Reimbursable Expenses	\$2,100.00
Total	\$82,100

SCHEDULE

Our team is ready to begin work upon authorization of the contract. Below we have summarized the major project milestones with dates based on assumptions of the City's proposed schedule for the project. The first step would be a kick-off meeting with City staff to define the project elements, discuss project goals, identify a chain of command on decisions, and discuss the project schedule. Note, the schedule could change beyond the control of SEH.

Notice to proceed from the City of Brainerd	August 19, 2024
Kick-Off Meeting	August 2024
Complete Field Work	September 2024
Preliminary Layout and Design.....	September 2024
Submit Feasibility Report to City	October 2024
Improvement Hearing	November 2024
Project Design	November 2024 – January 2025
Authorize Advertisement and Plan Approval.....	February 17, 2025
Bid Opening	March 13, 2025
Award Contract.....	March 17, 2025
Construction.....	June – August 2025
Assessment Hearing	September/October 2025

PROJECT TEAM

The project team proposed for this project by SEH will be led by Scott Hedlund and Neil Heinonen and includes the following members:

- **Scott Hedlund, PE, PMP – Principal** (612.865.3509, shedlund@sehinc.com) with over 30 years of experience in civil engineering will serve as a project advisor to SEH Staff and can be reached as a point of contact for the City during the project. Scott has served in client manager, project manager, and project engineer roles with extensive experience in transportation and civil engineering including street reconstruction and rehabilitation projects in central Minnesota. His experience includes project development, feasibility reports, preliminary and final design, and construction administration. He has substantial experience delivering projects that utilize MN Statute 429 Special Assessments. Scott does regular project work for the cities of Brainerd and Baxter. *Scott will lead the overall SEH project team and provide valuable insight related to City specific preferences and advise staff in all aspects of the project.*
- **Neil Heinonen, PE – Project Manager** with 20 years of experience in civil engineering is based in Brainerd and will serve as the Project Manager and primary City contact. He has experience in all aspects of municipal engineering including streets, utilities, and the Chapter 429 Assessment process. Neil has previous experience with multiple City and County Clients/Organizations on successful projects requiring coordination with multiple disciplines. Recently, Neil has served as the Project Engineer and primary City contact for the 2024 South Forestview Improvements project in Baxter. The work on this approximately \$6 Million dollar construction project has included significant coordination with residents, utility partners, and City Staff. Neil was intimately involved with the assessment process on this project, and presented information to residents, Utility Commission, and Council. *Neil will lead the team through all aspects of project delivery and will be the primary contact for the project.*

- **Alex Voit, PE – Civil Project Engineer** with 12 years of experience in civil engineering is based in Brainerd and will serve as the Project Engineer. He has experience in all aspects of municipal engineering including streets and utility reconstruction and rehabilitation projects. Alex has previously worked with the City of Brainerd on successful projects requiring coordination with multiple disciplines including traffic design, water resources, wetland and signal specialists as well as State and County agencies. *Alex will be the primary lead for the feasibility report, plans, and other project deliverables, and assist Neil through project delivery.*
- **Brad Wisted – Survey Crew Chief** with 19 years of experience surveying and managing field crew operations for topographic surveys and construction, including on multiple City of Brainerd projects. Brad prepares necessary information for the successful completion of various design, survey, and construction projects. Brad has gained valuable experience in diverse types of projects include boundary, right of way plats, plats, construction, topographic, as-built, and control surveys. Brad's areas of expertise include construction surveying as crew chief and GPS technician. He is a highly skilled technician using CAD and 3D modeling. Brad is a registered PLS in North Dakota. *Brad will lead survey efforts.*
- **Paul Bremer – Resident Project Representative** with 5 years of construction observation experience. Paul has experience with served in many communities as the primary field contact for a wide variety of municipal projects. Paul has experience completing rehabilitation and resurfacing projects, in addition to construction observation for City utility projects. *Paul will handle day to day coordination and document work completed on the site during construction.*

EXPERIENCE

Attached is a list of projects delivered by project team members.

As referenced above, SEH has led and completed numerous municipal street and utility projects for the City of Brainerd including:

- South 8th Street (TH 18) Reconstruction
- Oak Street Turnback
- H Street & 10th Avenue NE
- Mill Avenue (CSAH 3)
- Cuyuna Lakes State Trail
- Airport Utilities Extension
- Garfield Safe Routes to School
- Buffalo Hills Trail

In addition to the project listed above, the following recent projects utilized the Minnesota Chapter 429 assessment process:

- 2024 South Forestview Area Improvements – Baxter, MN
- 2023 CSAH 48 & Cypress Drive Improvements – Baxter, MN
- 2023 Full Depth Reclamation Improvements – Baxter, MN

CITY INVOLVEMENT

The following summarizes expected City involvement for this project:

Information Requested for Consultant prior to or at the kickoff meeting:

- Provide example Feasibility Reports, Project Plans, and Specifications for projects of similar scope

Meetings:

- Attend PMT Meetings (2)
- Attend Project Coordination Meetings (5)
- Attend Improvement Hearing
- Attend Assessment Hearing

Review of Deliverables:

- Review Draft and Final Feasibility Report
- Review Preliminary Assessment Calculations
- Review 60-percent and 90-percent plans
- Review 100-percent Plans and Specification
- Review Draft Final Assessments

General Coordination:

- Involvement as necessary with SEH's Project Manager, utility partners, other entities, or residents during preliminary plan development, bidding, or construction throughout the project process.

COST CONTROL

At SEH, we manage cost controls by striving to minimize unknowns and unexpected construction cost overruns. We do this through project scoping, Client engagement, and high-quality design. As outlined in our work plan and project approach, we will follow these steps to manage costs:

- Create project-specific Project Management Plan (PMP)
- Establish Project Management Team (PMT)
- Manage the schedule
- Manage costs: overall, engineering and construction costs
- Manage quality
- Manage communications

Cost control during construction is always a priority. Those familiar with construction understand that the unexpected happens, but the key is being prepared to react. Quality design will help reduce the risk of construction changes; however, there are factors beyond the control of the consultant and contractor that could affect costs, including weather and subsurface conditions.

SEH knows that these factors create the need for contingencies in the construction phase of the overall budget. We offer a qualified team of professionals who can work through changes and challenges, and we will seek input and direction from the City Engineer during construction as necessary. The PMP will include a change management plan that outlines procedures and chain of command for addressing any potential change orders in a timely manner.

WHY SEH?

The City should consider hiring SEH for the following reasons:

- Insight Into Project Needs:
 - We have keen insight into the history and need for this project, experience on projects adjacent to and within the corridor, and knowledge of the area as a local Brainerd firm.
- Understanding of the Brainerd Community:
 - We have assembled a team based in our local Brainerd office that understands and is involved in the community. The City needs a partner that understands the project and the big picture. Our team will draw on this understanding as we work together with you and your residents.
- Collaborative Approach:
 - SEH has the resources and knowledge to collaborate with the City from the beginning of this project. We will offer potential solutions and then work through a process with you to determine the best way to proceed.
- Effective Project Management:
 - Our team will deliver effective project management techniques, consistent communications and quick response from our local Brainerd office. The City will have confidence that high quality services will be delivered and are the best value. The City and SEH's approach will foster collaboration and lead to good decisions.
- Dedicated Processes to ensure high quality deliverables:
 - SEH employs a strategic Quality Assurance and Quality Control process (QA/QC) as part of the project development process. This strategy is built into the project budget and is implemented for the various deliverables.

Thank you again for the opportunity to propose on this project. I look forward to working with the City on another great project. Please contact Scott Hedlund at 612.865.3509 or shedlund@sehinc.com with any questions regarding this proposal.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Neil Heinonen, PE
Project Manager
(Lic. MN)



Scott D. Hedlund, PE, PMP
Principal
(Lic. MN, LA)

nh/mrb

c: Alex Voit, SEH

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A PROPOSAL FOR

South Brainerd Resurfacing Project

FOR THE CITY OF BRAINERD

August 9, 2024

Jessie Dehn, P.E.
City Engineer/Public Works Director
501 Laurel Street
Brainerd, MN 56401



Re: Proposal for South Brainerd Resurfacing Project for the City of Brainerd

Dear Jessie,

On behalf of WSB, thank you for this opportunity to submit our qualifications for this project. WSB has a unique team assembled with local personnel to help deliver on the needs for this resurfacing and assessment project. The WSB offers the following key advantages to deliver this project successfully on behalf of the City.

Thorough Understanding of Brainerd's Statute 429 Process | WSB's project manager, Paul Sandy, PE originally created the City's currently utilized assessment policy with the assistance of the City Attorney. Paul also has the experience of delivering multiple successful Statute 429 Assessment projects on behalf of the City of Brainerd during his time there. Paul's in-depth knowledge of the City's assessment practices and historic projects in the area bring valuable insights to the project team that will assist in the seamless application of the City's assessment policy in compliance with Minnesota Statute 429.

Experienced and Local Project Management | Paul, along with the proposed project team, have extensive experiences working for both the City of Brainerd and WSB. In his time working for the City, Paul successfully delivered the Buffalo Hills Lane Improvement Project (reconstruction and resurfacing portion) for the City of Brainerd, which is in the direct vicinity of these proposed improvements in South Brainerd and included area-wide assessments to those benefitting from the improvements. Erik DeSmith, WSB's proposed design and construction observation graduate engineer, also has a history with the City, previously serving as an intern for two summers. WSB's successful history of delivering projects, along Paul and Erik's experiences working for the City of Brainerd, provide the City staff with unparalleled value and insights to the City's pavement management program and this project, specifically.

Robust Quality Standards | Our history with City processes and proficiency in the City's design standards enables our team to foresee challenges with proposed project construction during design. WSB has also implemented rigorous QA/QC and constructability review programs performed by members of WSB's construction team. These quality standards ensure that Brainerd is safeguarded against unwarranted changes in project scope or change orders during construction of the proposed improvements.

We are very excited about this opportunity to serve the City of Brainerd, please feel free to contact me at 320.630.4657 or psandy@wsbeng.com with any questions about our qualifications or availability.

Sincerely,
WSB

A handwritten signature in black ink that reads "Paul Sandy". The signature is written in a cursive, flowing style.

Paul Sandy, PE
Project Manager

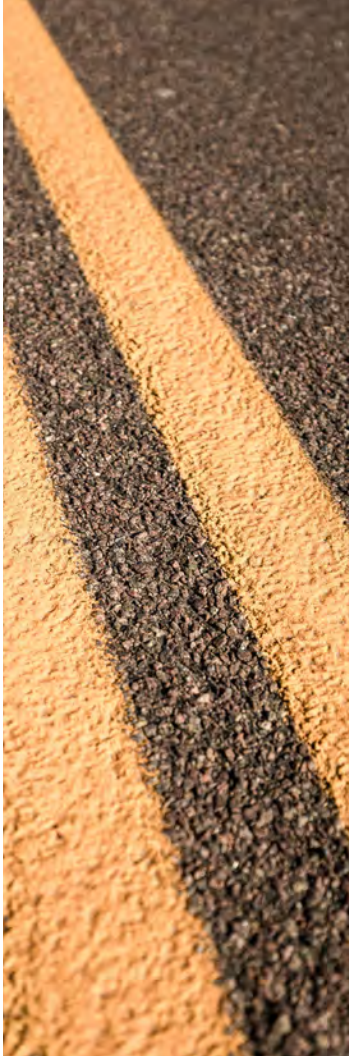


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Firm Overview



Forge ahead.

WSB is a design and consulting firm specializing in engineering, community planning, environmental, and construction services. Together, our staff improves the way people engage with communities, transportation, infrastructure, energy and our environment. We offer services that seamlessly integrate planning, design and implementation.

We share a vision to connect your dreams for tomorrow to the needs of today—the future is ours for the making.

1,250+
STAFF

50+
SERVICE AREAS

46
OFFICES

10
STATES

Alternative Project Delivery | Asset Management | Biogas | Bridges & Structures | City Engineering | Community Planning | Constructability Review | Construction Materials Testing & Special Inspection | Contractor Modeling | Drinking Water | Economic Development | Environmental Compliance | Geohazard Risk Management | Geospatial | Geotechnical Engineering | GIS Services | Grants & Funding | Health & Safety Compliance | Intelligent Transportation Systems | Investigation & Remediation | Land Development | Landscape Architecture | Managed Services | Natural Resources | Pavement Management | Pipeline | Project Management & Construction Administration | Public Engagement | Public Works Management | Right of Way | Roadway Design | Smart Cities | Solar | Survey | Sustainability | Technology Solutions | Traffic Engineering | Transit Planning | Transportation Planning | Urban Design | Vibration Monitoring | Visualizations | Water Resources | Water Reuse | Wind



Project Understanding

The City of Brainerd is requesting professional services for design and construction observation/administration of the 2025 South Brainerd Resurfacing Project. This project, at its completion, will resurface numerous streets in South Brainerd including; Graydon Avenue, Crestview Lane, Woodcrest Road, Belle Rae Circle, Pineview Drive, Norway Court, Carol Lane, Ridge Drive, Ridge Court, and Aspen Court.

Based on a review of the RFP and a site visit completed by WSB, the proposed improvements include:

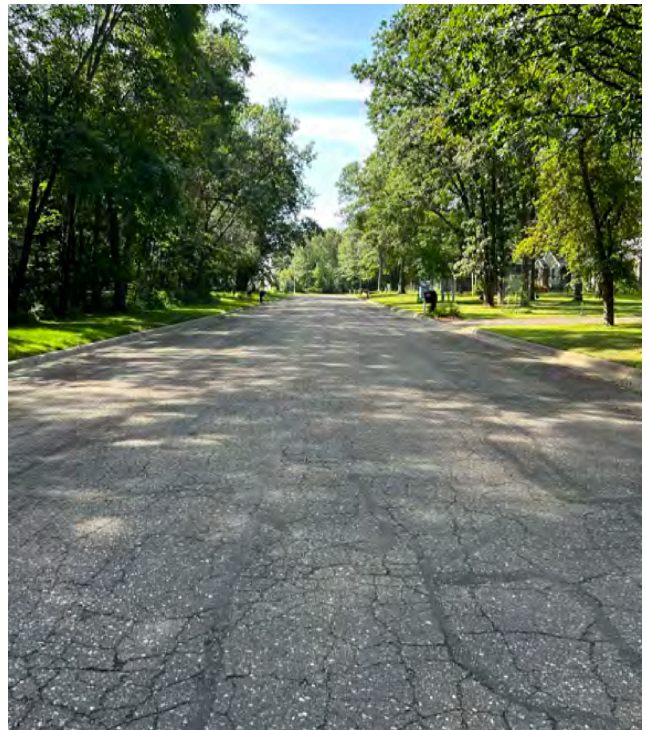
- 2-inch mill and overlay on Graydon Avenue from Buffalo Hills Lane to Woodcrest Road including the ancillary adjustments to iron (storm, sanitary, and watermain).
- Removal, re-grading of the aggregate base course, and replacement of the 2-inch bituminous wear course on the remaining streets including the ancillary adjustments to iron (storm, sanitary, and watermain), spot curb repair at known drainage concern areas, and restoration work.

As a part of this project, the City of Brainerd is proposing the issuance of special assessments pursuant Minnesota Statute 429 and based on the City's Assessment Policy for public improvements. As a part of the assessment proceedings, WSB will be charged with preparing the feasibility report that outlines the necessity, cost effectiveness, assessable project costs, and improvement recommendations along with preparing the necessary publications and notices pursuant State Statute. As detailed further in the work plan, WSB proposes a condensed schedule in which moves through construction plan preparation, preparation of the feasibility report, and assessment proceedings (including the improvement hearing), for a planned bid opening date of February 5, 2025. This is being proposed so that the City can take full advantage of the competitive bid environment that exists after the new year.

The proposed construction schedule allows for a 4–5-week construction duration at the beginning of the summer, 2025. This project's relative simplicity will allow the selected contractor to move through the proposed improvements to the streets with relative ease. This condensed construction timeline will also provide for the least disruption to the neighboring residential uses, with construction substantial completion wrapping up before the 4th of July.

The streets in the proposed residential project area were originally constructed between 1967 and 1980. Seal coating was performed on most street segments in the project area, and a bituminous overlay of the pavement on Graydon Avenue was completed in 1997.

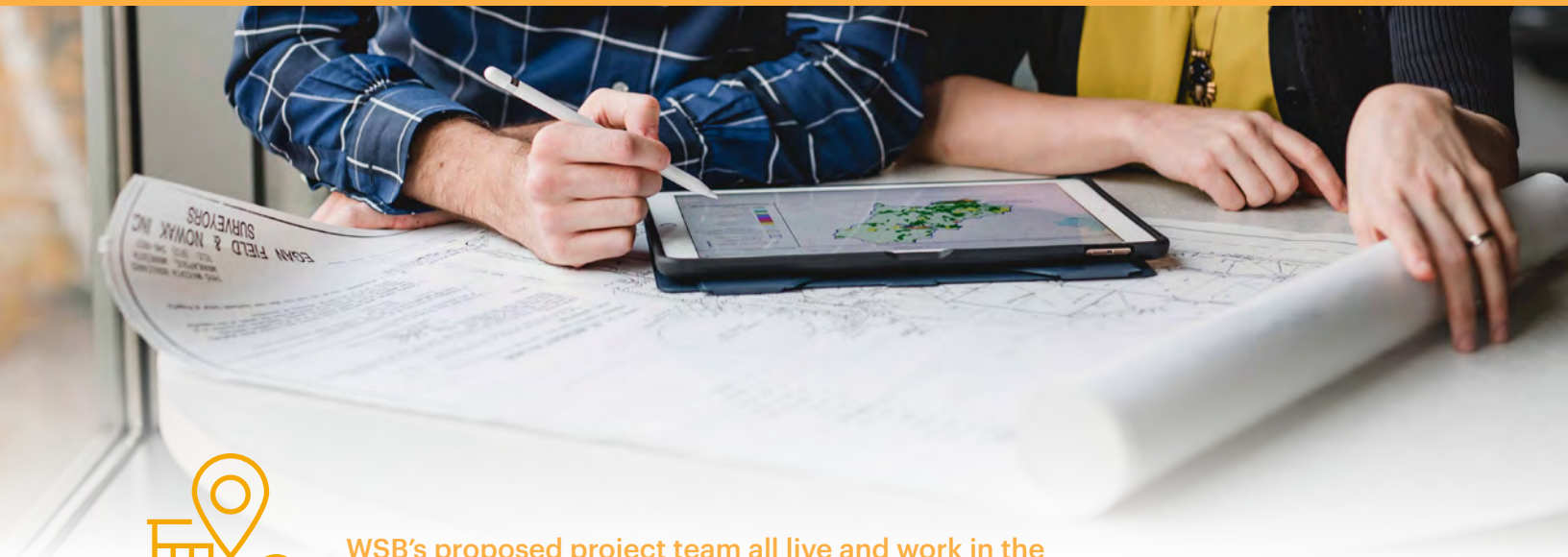
Based on the site visit performed by WSB, it is evident that the streets included in this project need resurfacing. Alligator cracking, transverse cracking, longitudinal cracking, and some localized potholing exist on all street segments, which is evidence that the streets bituminous surfacing has exceeded its expected design life. While construction as-built plans have not been reviewed as a part of this proposal, it is assumed that most of the streets in this project area were constructed to the City's residential typical section, consisting of a 32-foot-wide bituminous street surface with 2" of bituminous wear course and underlying aggregate base course. It can be assumed that, based on the improvements recommended on Graydon Avenue, the existing typical section on Graydon Avenue has between 4-5" of existing bituminous surfacing. It is assumed that, during construction, curb and gutter removal and replacement will be the controlling operation, as paving should not be allowed prior to achieving full concrete strength. Within its construction schedule, WSB has assumed a full two weeks for removals of bituminous surfacing, grading, and curb and gutter work.



Based on the review of a couple of potholes located on the streets, some of the bituminous surfacing is less than the City's standard 2" of bituminous surfacing. The City's intention on all the streets, except the Graydon Avenue segment, is to fully remove the bituminous surfacing on the streets and replace a full 2-inch bituminous wear course section. It is assumed that the existing cross slope in most circumstances will be maintained to avoid excess material being hauled from the site based on contractor operations. Prior to the design of the mill/overlay segment on Graydon Avenue, WSB has proposed to take a couple of bituminous cores from Graydon Avenue to review the underlying pavement structure and ensure sufficient bituminous surfacing exists to perform the full 2" mill and overlay on this segment.

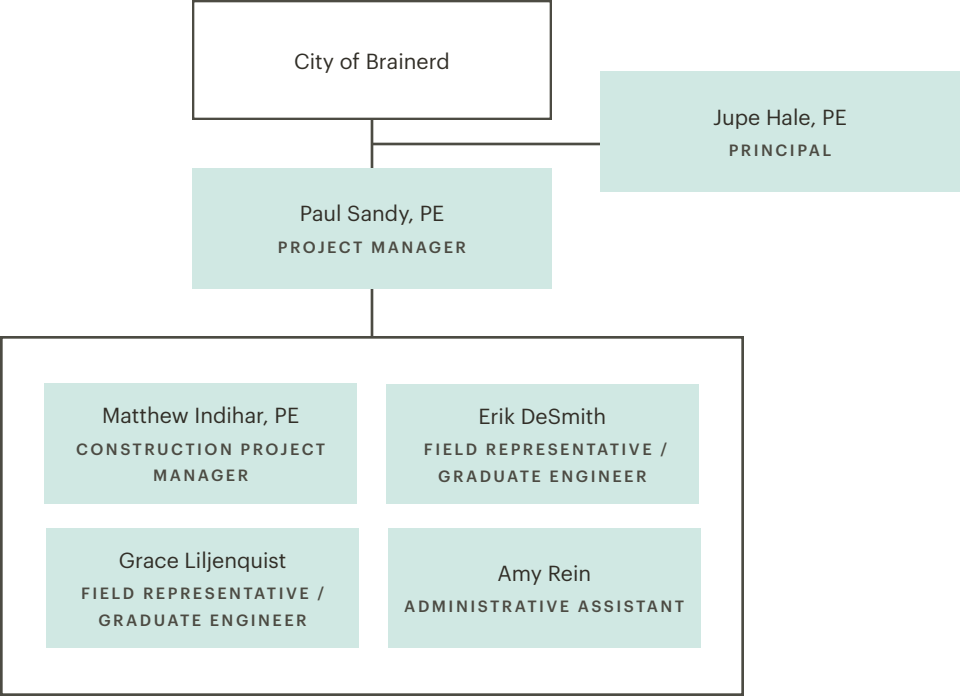
Based on the City's assessment policy, it is assumed that the City will be following its existing policy to assess for 50% of the improvements that would be typical of a standard City residential street resurfacing project. Based on the project kick-off meeting, WSB will coordinate with the City if deviations from this assumption are being pursued by City staff.

Project Team



WSB's proposed project team all live and work in the Brainerd area and are housed in WSB's Baxter Office.

The team selected for this project have successfully delivered many projects on behalf of the City of Brainerd along with multiple other cities across northern Minnesota. Similarly, multiple staff previously worked for the City and worked to successfully deliver local resurfacing projects on behalf of the City during their time there.





Jupe Hale, PE

PRINCIPAL



Jupe has been a Senior Project Manager, Construction Manager and Design Engineer specializing in complex municipal and transportation projects for over 30 years. Jupe's combination of experience in both the private and public sectors brings his clients unique perspective. He is experienced at managing the design and construction delivery to clients, but also managing the public-facing side of the delivery, whether it be residents or elected officials. Further, his role as leader within a public works department allows him to incorporate long-term maintenance and ultimate reconstruction considerations into the design.

SERVICE GROUP:

Municipal

REGISTRATION:

Professional Engineer
MN #42064

EDUCATION:

Master of Science in Civil
Engineering, Stanford
University, 1993

Bachelor of Science,
Applied Mathematics
(Civil Engineering), The
University of Arizona, 1992

MEMBERSHIPS &

RECOGNITIONS:

APWA-MN Officer 2022 -
Present

APWA-MN Executive
Committee, Engineer/
Manager Director, 2019-
2020

APWA-MN Conference
Planning Committee
Member/Chair, 2006-2018

Member – City Engineers
Association of Minnesota
(CEAM)

Main Street Reconstruction | Maple Grove, MN

CLIENT: CITY OF MAPLE GROVE

PROJECT DURATION: JAN 2021 - NOV 2022

Jupe was the Project Manager for the City of Maple Grove to deliver a full reconstruct of the city's premier downtown area. Key project components included replacement of deteriorating decorative concrete intersections and plaza areas, creation of enhanced pedestrian gathering areas, and ADA corrections, all while maintaining access to active businesses within the compact corridor. Jupe's role leveraged his design and construction expertise into being the primary point of contact and responsible party for delivering this high-profile improvement under the spotlight of residents, influential downtown business association, and City council.

Street Reconstruction Projects | Maple Grove, MN

CLIENT: CITY OF MAPLE GROVE

PROJECT DURATION: 2015 - 2023

While at the City of Maple Grove, Jupe was the program manager for the city's annual street reconstruction program. In a typical year, the City rebuilt between 6 and 10 miles of local and/or State Aid streets, typically administered as three individual projects, totaling between \$8 million and \$12 million in annual project costs. Jupe oversaw the pavement analysis and five-year programming cycles, prepared the feasibility reports and assessment rolls in conformance to the Statute 429 process, scheduled and conducted the public hearings, and presented the projects to City council for approval. In addition, Jupe served as the engineer of record for City staff prepared plans, and managed the city's consultant for topographic survey, geotechnical analysis, additional plan preparation, and construction administration. Project components typically included full depth reclamation plus mill and overlay, curb replacement, sidewalk and trail enhancements for ADA compliance, storm sewer analysis and corrections/enhancements, and water main and service line replacement.

CSAH 102 (Douglas Drive) | Golden Valley, MN

CLIENT: CITY OF GOLDEN VALLEY

PROJECT DURATION: APR 2013 - NOV 2017

Jupe served as project manager responsible for the transportation element of the corridor planning study and for preparation of preliminary design, final design, and environmental documentation. Project includes \$20 million of right-of-way, street, trail, stormwater, and utility improvements. Jupe directed decision-making and documentation regarding selection of two roundabouts to replace existing traffic signals, as well as coordination with two additional signalized intersections.



Paul Sandy, PE

PROJECT MANAGER



Paul is a highly skilled and dedicated professional with 13 years of industry experience delivering municipal and transportation projects across multiple states. Paul possesses a robust background in both the public and private sectors that brings a unique perspective to the consulting industry. Paul's expertise spans various facets of engineering including State Aid and Federal Aid design and delivery guidelines, municipal infrastructure, and asset management. Serving as Client Representative for multiple northern Minnesota communities, Paul brings his proven track record in capital improvement planning for streets and utility infrastructure and a deep understanding of communities needs in the outstate regions of Minnesota.

SERVICE GROUP:

Municipal

REGISTRATION:

Professional Engineer
Minnesota #53635

EDUCATION:

Bachelor of Science in Civil
Engineering, North Dakota
State University, 2011

MEMBERSHIPS:

American Public Works
Association (APWA) -
Outstate Committee Chair

City Engineers Association
of Minnesota (CEAM) - Past
President

Minnesota Society of
Engineers and Surveyors

Buffalo Hills Lane Reconstruction | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: MAY 2019 - OCT 2019

Paul was the City Engineer/Public Works Director in Brainerd and engineer in charge of this of this \$2.5 million, 2/3 mile State Aid reconstruction project. The project consisted of placement of curb and gutter, separated bituminous bike trail, storm sewer, landscaping, and stormwater treatment facilities. Due to the unimproved nature of the existing roadway and being a collector street serving multiple neighborhoods, Paul led the City through an area-wide assessment process that included over 250 properties near the roadway, including multiple stakeholder engagement meetings and leading the City Council through the Minnesota Statute 429 assessment process.

Brainerd Comprehensive Plan Update | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: MAY 2017 - NOV 2019

Paul was the City engineer/public works director for the City of Brainerd when the City went through a comprehensive update to the City's Comprehensive Plan. Titled *Imagine Brainerd 2035*, the Comprehensive Plan identified guiding principles and future goals/policies in the areas of land use, community character, housing, mobility, economic development, parks and recreation, facilities and infrastructure, public safety, and natural resources. With the project team from Sourcewell, Paul was the champion in identifying the principles, goals, and strategies related to mobility, facilities and infrastructure, and parks and recreation. The document serves as a framework that supports development patterns that strive to meet current needs without creating burdens for future generations.

Brainerd Airport Utility Extension | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: MAY 2016 - OCT 2017

Paul was the assistant City engineer that managed a team of consultants through preliminary design, final design, and construction of a 2-mile extension of City water and sewer to the Brainerd Lakes Regional Airport. The project included design and installation of 10 - 16 inch ductile iron water main pipe and 12 inch HDPE sanitary sewer pipe utilizing open cut and directionally drilled installation methods. To promote future development, the project also included installation of service stubs under TH 210. The project worked in and around many environmentally sensitive areas, including a trout stream. A water booster station was designed and installed to maintain water pressures for fire suppression at the airport, along with the install of two deep sanitary sewer lift stations.



Matt Indihar, PE

CONSTRUCTION PROJECT MANAGER



Matt is a senior project manager in WSB's Construction and Design-Build Services Group and leads the Pavement Management group. His assessments of many industry standards have led to reports and best practices guides used industry wide. Matt continues to move industry standards forward with his critical analysis and unique perspectives. His team performs pavement investigations and forensics for various municipalities in the states of MN, ND, and TX. Matt is proficient with several valuable pavement management tools such as Paver, Cartegraph, ArcGIS, and is a MnDOT trained Veta software operator. He has experience in recommending pavement maintenance and design strategies. Matt has led the development of the capital investment plans and infrastructure improvements for over 50 communities.

SERVICE GROUP:
Construction Services

REGISTRATION:
Professional Engineer

MN #54276

EDUCATION:
Bachelor of Science, Civil
Engineering, North Dakota
State University, 2012

CERTIFICATIONS:
Construction Site
Management

Landscape Specialist

ADA Construction
Inspection

Aggregate Production

Bituminous Street 1 & 2

Concrete Field 1 & 2

Grading and Base 1 & 2

Troxler Nuclear Gauge

MEMBERSHIPS +
RECOGNITIONS:
2019 Work Zone Safety
Award

OFFICE LOCATION:
Baxter, MN

MnDOT Materials Certification Review

CLIENT: MNDOT

PROJECT DURATION: 2019 - 2021

Matt was responsible for reviewing and assessing the current capabilities of MnDOT AASHTOWare Materials Module. This involved reviewing the next phase of updates to the materials testing module and looking for enhancements. This was done by MnDOT district personnel and taskforce/committee members to ensure the feedback from the Districts was carried through to the development team and addressed. It was a key task to determine what items related to materials testing must be included in the module development to make sure that Module would be functional and effective. The FHWA was consulted during this process to verify that their concerns were being addressed with this new system as well. Additional tasks were to assist with review and recommendations on how to improve the Schedule of Materials Control and the Independent Assurance process.

Mississippi Trailhead Landing Park | Brainerd, MN

CLIENT: CITY OF BRAINERD

PROJECT DURATION: MAY 2022 - CURRENT

Mississippi Trailhead Park was a park design to connect the City to the Mississippi River and had many detailed architectural and aesthetical design aspects. Matt managed the construction of this project on behalf of the City, ensuring that the details that were incorporated in the design were carried through into construction. Along with executing the contract and specifications, Matt lead the materials testing and inspections on this project. Matt held weekly construction meetings and communicated the project progress with the Brainerd Park Board and City Staff.

Effectiveness of Fog Seal on Chip Sealed Low Volume Road

CLIENT: MNDOT D3

PROJECT DURATION: 2020 - 2022

As the Co-Principle Investigator on this project for the Local Road Research Board Matt lead the research initiatives and development of the project documents. This project involved reaching out to Counties and Municipalities throughout Minnesota to determine the experience within the state with applying fog seals to chip seals on low volume roads. Once a group of experienced roadway owners was determined data was gathered on existing practices, costs and project results. From this data the team was able to quantify the effectiveness of the fog seals applied to chip seals compared to a stand-alone chip seal project.



Erik DeSmith

FIELD REPRESENTATIVE / GRADUATE ENGINEER

Erik is a graduate engineer within WSB's municipal group. He recently graduated from the University of Minnesota Duluth with a Bachelor of Science in Civil Engineering. While in school, he was involved in leadership positions through the American Society of Civil Engineers (ASCE) student chapter where he was the Treasurer for club operations and the Finance Officer for a local symposium the chapter hosted. He worked for the City of Brainerd and with a private consulting company during the summers. He is experienced in municipal infrastructure maintenance work, surveying, and municipal-related projects.



Grace Liljenquist

FIELD REPRESENTATIVE / GRADUATE ENGINEER

Grace is a graduate engineer in our municipal division, out of our Baxter, MN office. Grace graduated from North Dakota State University in 2022 with her Bachelor of Science in Construction Engineering. She has 2 years of experience in project management and construction administration. Prior to joining WSB, Grace was a project manager in the commercial division at Rice Lake Construction Group. With this experience, Grace has developed strong written and verbal communication skills and attention to detail, along with complex problem-solving skills. Grace's commercial project management experience with projects from estimating to close out brings valuable insight and a unique perspective to the team.



Amy Rein

ADMINISTRATIVE ASSISTANT

Amy has 34 years of industry experience. She has assisted with preparing feasibility reports, final preparation of project manuals, project management, and construction management, as well as working directly with both clients and contractors. Amy has worked with the City of Brainerd, Baxter, East Gull Lake, Wright County, Mille Lacs County, Collegeville Township, and Watab Township, among many others on projects of various sizes. Amy is the point of contact for OneOffice, bidVAULT, and Connex, and manages each project through completion.



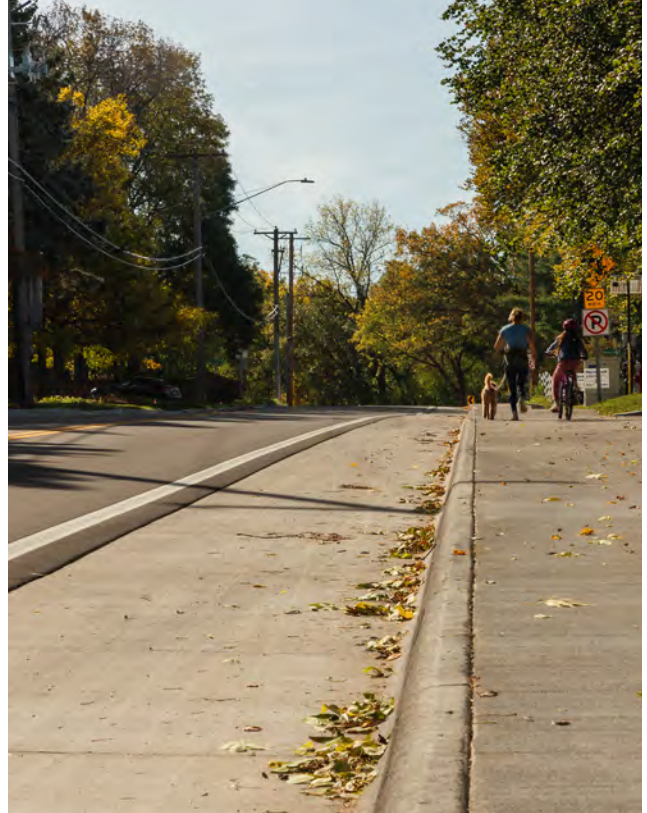
Experience on Similar Projects



As indicated above, the project team in Baxter works across northern Minnesota to successfully deliver municipal improvement projects to their clients.

With the experiences garnered through these example projects, along with a previous history of multiple of the proposed WSB staff working for the City to deliver assessed reconstruction and resurfacing projects in Brainerd, the WSB team provides a unique value to the City of Brainerd.

Specially assessed construction projects present their own unique challenges, and the WSB team has the knowledge and background of the existing City practice of specially assessing for projects in the community, along with an in-depth knowledge of the City's existing street system that provides for a seamless integration of special assessments as a part of this project construction. Further, based on WSB's experience providing pavement management services to its clients across the Minnesota, WSB can work together with the City on identifying the best value improvement for the resurfacing of these streets in south Brainerd.



Pavement Management

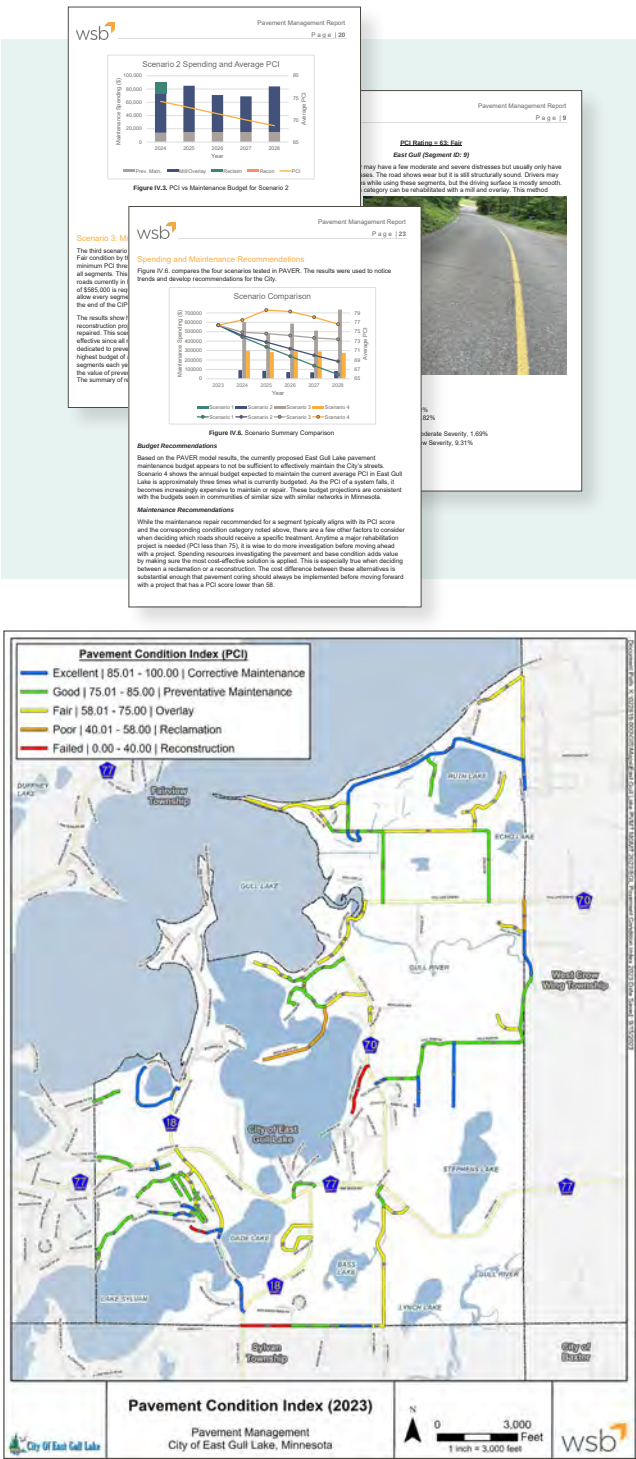
CLIENT: CITY OF EAST GULL LAKE
LOCATION: EAST GULL LAKE, MN
DURATION: MAY 2023 - OCT 2023

The City of East Gull Lake hadn't performed pavement inspections in several years and had never developed a formal capital investment plan for their roadways and related assets. In 2023, WSB performed pavement inspections on over 22 miles of road segments for the City. This project focused on discovering how a specific group of roads in the East Gull Lake were performing. WSB provided the data the City needed to analyze their network, including figures summarizing conditions. Pavement condition indexes were calculated in PAVER and listed along with condition maps.

In addition to these pavement scores WSB also evaluated their sign inventory and provided ratings. All of these assets were then rolled into a capital investment plan to plan out their budget needs for the next 5 to 10 years.

KEY WSB STAFF: MATT INDIHAR, MATT HENDERSON, PAUL SANDY

REFERENCE: DAVE KAVANAUGH | MAYOR | 10790 GULL POINT ROAD | EAST GULL LAKE, MN 56401 | 218.851.7102 | DAVEK@EASTGULLLAKE.US



Harrison Elementary Oak Street Improvements - Safe Routes to School

CLIENT: CITY OF BRAINERD

LOCATION: BRAINERD, MN

DURATION: AUG 2022 - OCT 2023



The WSB team collaborated closely with the City of Brainerd on the Harrison Elementary Safe Routes to School Improvements along Oak Street. The project involved constructing refuge islands, curb bump-outs, sidewalk repairs, ADA corrections, and installing a rapid flashing beacon. This initiative aimed to ensure safe passage for residents on the south side of Oak Street to Harrison School. WSB's responsibilities encompassed preliminary and final design, surveying, and construction administration.



KEY WSB STAFF: KELVIN HOWIESON, PAUL SANDY, MATT INDIHAR, RYAN RAUSCH

FEE: \$ 50,000

REFERENCE: JESSIE DEHN | CITY ENGINEER, PUBLIC WORKS DIRECTOR | 501 LAUREL STREET | BRAINERD, MN 56401 | 218.828.2307 | JDEHN@CI.BRAINERD.MN.US

Mississippi Landing Trailhead Park

CLIENT: CITY OF BRAINERD

LOCATION: BRAINERD, MN

DURATION: 2021 - 2022



WSB was commissioned by the City of Brainerd and their park board to design the Mississippi Landing Trailhead Park. WSB took the concept plan and conducted preliminary engineering investigations, surveys, data collection, project scoping and environmental coordination work to provide design alternatives. Once the preferred alternative was selected, detailed plans were prepared in accordance with the state and Federal laws and LCCMR guidelines. WSB prepared bidding documents, including a separate contract to clear and grub trees along the Mississippi River to ensure this activity met DNR permit requirements. During construction, WSB led a team of project managers, designer, and inspectors to review shop drawings, conduct onsite inspections/materials testing, and manage the contract.



KEY WSB STAFF: MATT INDIHAR, BOB SLIPKA, PAUL SANDY

ORIGINAL BUDGET: \$ 2,850,000

ACTUAL COST: \$ 2,600,000

REFERENCE: JESSIE DEHN | CITY ENGINEER, PUBLIC WORKS DIRECTOR | 501 LAUREL STREET | BRAINERD, MN 56401 | 218.828.2307 | JDEHN@CI.BRAINERD.MN.US

Recent Pavement Management Clients

WSB regularly provides Pavement Management services to communities of all sizes. We work closely with each client to provide the specific services needed. Whether it be a large metropolitan City or a rural Township, we have the knowledge and resources to help ensure a pavement network is being properly maintained. Our Pavement Management services include pavement inspections, pavement forensics, reviewing maintenance records, projecting future pavement conditions, analyzing budget scenarios, recommending maintenance activities, creating multi-year capital improvement plans, and authoring comprehensive pavement management reports. Our expertise extends beyond just road pavement and many of our clients ask us to help with trail and parking lot pavements.

The list on the right outlines the communities that WSB has provided Pavement Management services to over the past 5 years and how many miles of road pavement they maintain.



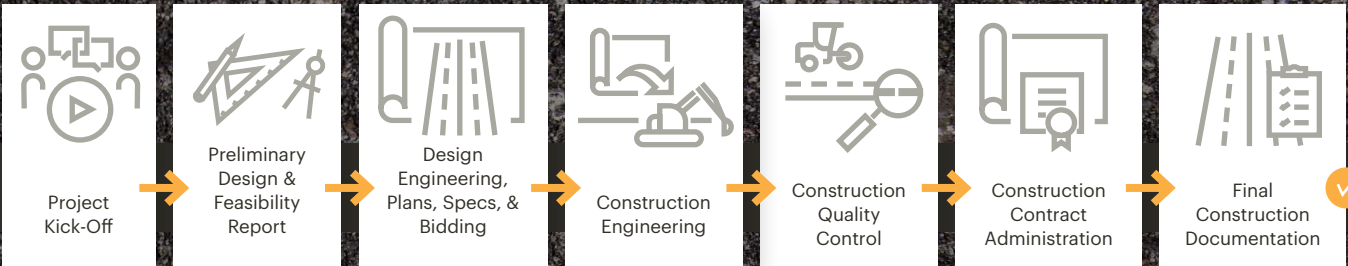
CLIENT	PAVEMENT MILES	YEAR OF MOST RECENT PROJECT WITH CITY
BUDA, TX	158	2022
BURNSVILLE	225	2024
CASS LAKE	9	2020
CHAMPLIN	84	2021
CHANHASSEN	119	2022
CIRCLE PINES	17	2023
DEEPHAVEN	27	2024
DUNDAS	12	2022
EAST GULL LAKE	30	2023
EXCELSIOR	135	2023
GOLDEN VALLEY	120	2024
GREENWOOD	5	2024
HANOVER	20	2024
HUGO	100	2021
LAKETOWN TOWNSHIP	6	2023
LAKEVILLE	300	2022
LAWTON, OK	515	2024
LINO LAKES	105	2024
LITTLE FALLS TOWNSHIP	21	2023
LONG LAKE	5	2019
LONSDALE	26	2022
MAHTOMEDI	42	2023
MAPLE GROVE	264	2024
MINNETRISTA	52	2024
MUNSON TOWNSHIP	20	2020
NORTH ST. PAUL	48	2024
ORROCK TOWNSHIP	48	2023
OSCEOLA COUNTY	201	2019
OSSEO	11	2023
PRINCETON	33	2022
PRIOR LAKE	100	2024
ROLLINGWOOD, TX	10	2024
SOUTH ST. PAUL	80	2023
ST. PAUL PARK	29	2019
SUNFISH LAKE	5	2024
TONKA BAY	40	2020
VADNAIS HEIGHTS	39	2019
VICTORIA	50	2022
WAKEFIELD TOWNSHIP	50	2021
WYOMING	56	2021

Work Plan and Approach



Based on the requirements of the RFP and the site visit performed by WSB, the proposed work plan and approach is detailed below.

Further in the work plan, WSB has proposed a condensed project schedule and budget to successfully deliver this project on behalf of the City of Brainerd.



TASK 1:

Project Kickoff Meeting

At project commencement and upon the Notice to Proceed, Paul Sandy, PE will schedule a project kickoff meeting with City staff to review the scope of work, schedule, and budget for the proposed development and construction of this project. The project kickoff meeting allows for an exchange of information between the City and WSB to formally kickoff project development and ensure the City and WSB are on the same page regarding project schedule, deliverables, and budget.

KEY TASKS

- Schedule and hold a project kickoff meeting.

KEY DELIVERABLES

- Agenda, minutes, and action items from the project kickoff meeting.

TASK 2:

Preliminary Design and Feasibility Report

Upon the project kickoff meeting's completion, Ryan Rausch will mobilize a survey crew to collect topographic information of the project corridors for design use. During this process, it is anticipated that Ryan will collect topographic information utilizing GPS and Robotic Total Station using best practices for topographic survey collection including:

- Establishment of survey control points.
- Preparation of a detailed topographic base map using MnDOT's Geodetic Monument Database within the proposed road corridors.
- Topographic survey of roadway corridors.
- Survey of all drainage features, manholes, iron, and other utility improvements in the street surface.
- Perform a Gopher State One Call (GSOC) design locate ticket and collect all public and private utilities located within the project limits.

Utilizing the topographic information collected in the field, Ryan will verify and cross reference the as-built construction drawings for the streets obtained from the City during the project kickoff meeting.

Based on the collected topographic survey information received, Grace Liljenquist and Erik DeSmith, with oversight from Paul Sandy, PE, will work collectively to perform a 50% design of the roadway improvements, consisting of plan sheets with removed and replaced curb segments, known areas of drainage issues from both visual and topographic observations, review of catch basin and casting infrastructure, and prepare a 50% review set of construction drawings. Upon completion of this review set, WSB has planned for a 50% design walkthrough with City staff to adjust the removal and replacement plans, strategize any known drainage issues with City staff, and adjust the design based on City staff feedback at the meeting.



Once WSB and the City complete the 50% walkthrough, Paul, Grace, and Erik will prepare the feasibility study for the proposed improvements. The proposed feasibility study will encompass topics such as:

- Authorization and scope of work provided to WSB.
- Existing data available.
- Existing utility and surface improvements.
- Proposed utility and surface improvements.
- Private utility impacts.
- Permits.
- Right of way impacts.
- Mailbox/street sign/other ancillary improvements.
- Construction staging and access.
- Public Involvement.
- Financing – Opinion of Probable Cost and funding options.
- Feasibility and recommendations.



The feasibility report will be completed pursuant Minnesota Statute 429 and detail the cost effectiveness, necessity, and feasibility of the proposed improvements.

Upon completion of the feasibility report and 50% plans, Paul will work with the City on the resolution in which is presented to the Council and receives the feasibility report, sets the Improvement Hearing, and orders the preparation of the plans and specifications for the proposed improvements. Paul will attend the Council meeting (assumed 1) to present the feasibility report and resolution to the City Council. Upon the hearing being set at the Council Meeting, Paul will work with the City to generate the proper mailed notices and a mailing list for the Improvement hearing utilizing the City template for such notices. Paul will also prepare the Notice of Hearing document that gets sent to the Brainerd Dispatch for publication. It is assumed that the City will work with Brainerd Dispatch to publish documents and remit the fees necessary for publication. It is also assumed that the City will postmark the mailed notices to affected residents and mail those pursuant Minnesota Statute 429. It is anticipated that the resolution and setting the public hearing will occur on the November 4, 2024 City Council meeting.

KEY TASKS

- Topographic survey and detailed basemap.
- As-built drawing cross referencing.
- 50% design and construction plans.
- 50% design walk-through with City staff.
- Preparation of feasibility report.
- Preparation of resolution for Council consideration.
- Preparation of mailed notice and address list to affected residents.
- Attendance at one City Council meeting to present the feasibility report and set the Improvement Hearing.

KEY DELIVERABLES

- Detailed topographic base map.
- 50% design and construction plans.
- Meeting agenda and minutes for the 50% design walkthrough.
- Feasibility Report.
- Resolution Receiving Report and Calling for an Improvement Hearing.
- Mailed notice and address list for affected residents.

TASK 3:

Design Engineering, Plans, Specifications, and Project Bidding

Upon City Council approval of preparation of plans and specifications for the Project, Paul, Grace, and Erik will work through detailed design and construction plan production for the proposed improvements. The planned construction documents are planned to follow a 50%, 90%, and 100% plan production level while allowing for one week of City review time between subsequent sets of drawings. WSB has also planned for a review meeting at the 50%, 90%, and 100% plan levels to review the drawings with City staff and address comments concurrently with plan development. The construction drawings are anticipated to include the following sheets:

- Title Sheet.
- General Layout.
- Statement of Estimates Quantities/Notes.
- Construction Details.
- Standard Drawings.
- Miscellaneous Details.
- Construction Plans (removals, plan and profile, utility, traffic control).

Given the relative simplicity of this resurfacing project, it isn't anticipated that cross sections will be needed for incorporation into the final set of construction drawings.



As a part of final design, Paul and Amy Rein will prepare the project manual and construction contract for the improvements for City review. This is anticipated to include:

- Title Sheet.
- Certification.
- Table of Contents.
- Bidding Requirements (advertisement for bids, instructions to bidders – electronic bidding, bidder information form, statement of estimated quantities, and bid bond form).
- Contract Forms (non-collusion affidavit, responsible contractor certification, agreement, performance and payment bonds, IC-134).
- Conditions of the Contract (standard general and supplementary conditions).
- Technical Specifications.
- CEAM Standard Specifications.
- Other appendices as necessary.

Upon completion of the project manual, Paul will send to the City for review and comment as a part of the 100% construction plan submittal. As a part of detailed design, WSB has planned for QA/QC reviews of all construction documents along with constructability reviews performed along the way. Constructability reviews will be performed by a member of WSB's construction group and construction project manager, Matt Indihar, and provides for identification of efficiencies during construction that could reduce overall project cost.

As a part of final design, Paul will host a utility coordination meeting to discuss potential impacts to construction with private utilities within the right of way. Given that this

project is only anticipated to disrupt the road surface, it is not anticipated utility relocation will be necessary for construction of the improvements. To fulfill the City's obligations for utility coordination under State Statute, Paul will host the meeting, prepare an agenda, and take minutes of the meeting to document the discussions.

Once final construction plans and specifications are submitted, reviewed, and approved by the City, Paul will work with City staff to create the necessary resolution for the Council Meeting in which holds the Public Improvement Hearing, orders the improvement, approves the plans and specifications, and authorizes bidding of the proposed improvements. Paul will attend the Council Meeting to answer any questions or provide clarifications for the City Council or interested parties at the hearing.

Upon approval of the construction plans and specifications and authorizing bidding, WSB will solicit bids for the proposed work utilizing RtVision OneOffice software and BidVAULT. During the bidding window, Paul will be available to answer questions from prospective bidders and issue addendums to the construction plan and specifications, if necessary. WSB will host a public bid opening virtually on the bid opening time and date, prepare a bid tabulation of the bids received, and make an award recommendation to the City. Paul will also prepare the resolution accepting bids for the Council Meeting on February 17, 2025 in which accepts the bid and awards the contract. WSB assumes it will not need to attend this Council Meeting.

Upon contract award, Amy will work with the awarded contractor on receiving the signed agreement documents, receiving the performance and payment bonds and insurance certificate, and issuing the Notice to Proceed for the project construction.

KEY TASKS

- Production of 50%, 90%, and 100% construction documents.
- Preparation of the Project Manual (construction contract).
- Reviews by City staff at 50%, 90%, and 100% construction plan levels.
- QA/QC and constructability reviews.
- Utility coordination meeting.
- Preparation of resolution for Council consideration.
- Attendance at one City Council meeting for the public Improvement Hearing.
- Issuing bid documents and soliciting bids.
- Answering questions and issuing addendums, as necessary, during bidding.
- Facilitate and attend a public bid opening and prepare bid tabulations and award recommendations.
- Prepare a resolution awarding the bid and awarding the construction contract.
- Issue Notice of Award upon Council award and Issue Notice to Proceed upon receiving executed agreements, bonds, and insurance.

KEY DELIVERABLES

- Construction documents at 50%, 90%, and 100% levels.
- Project manual at 100% construction document level.
- Utility coordination meeting agenda and minutes.
- Council resolution approving plans and specifications, ordering the improvement, and authorizing bidding.
- Summary of Q/A during bidding and addendums, if necessary.
- Bid opening tabulations and award recommendation.
- Council resolution approving bids and awarding the construction contract.
- Notice of Award, agreement, bonds, insurance, and Notice to Proceed.



TASK 4:

Construction Engineering

Erik DeSmith will provide full-time, on-site inspection during the anticipated 5-week construction timeline to verify compliance with the project plans, specifications, and contract documents. Erik and Lead Contract Administrator, Matt Indihar will administer and attend the weekly progress meetings with the City and construction contractor. This includes preparing an agenda for the weekly progress meetings, developing meeting minutes following the progress meetings, and distributing the meeting minutes as desired by the City.

Ryan Rausch will be the survey crew chief for the construction. As the survey crew chief, Ryan will work with our full-time inspector to coordinate surveying needs with the construction contractor's activities in a timely manner. Ryan will further support this by providing construction staking services to assure accurate and quality workflow in a timely manner to maintain the project's schedule. Ryan will provide construction staking in accordance with the applicable standards and requirements. Additionally, he is an expert with Trimble GPS equipment and Robotic Total Station for accurate and efficient survey staking. He will use the full capabilities of his equipment for detailed proposed surfaces for construction, allowing him to effectively respond to all project needs.



KEY TASKS

- Perform construction staking,
- Provide full-time, on-site construction inspection.
- Complete and submit weekly progress reports.
- Conduct and administer weekly progress meetings with the City and construction contractor.

KEY DELIVERABLES

- Weekly progress reports.
- Weekly progress meeting agendas and meeting minutes for distribution.

TASK 5:

Construction Quality Control

Erik DeSmith will provide full-time on-site inspection of the construction contractors' work for compliance with the project plans, specifications, and contract requirements. As the on-site, single point of contact, Erik will coordinate material testing and sampling needs with our certified materials testing laboratory, to ensure testing and sampling is completed in a timely manner with construction activities. Additionally, Erik will complete detailed documentation of on-site construction activities and progress, including a collection of digital photographs for support of written documentation. When required, Erik will forward project submittals to the City Engineer.

Our certified materials testing laboratory will complete material testing and sampling, at the rates defined in the Schedule of Materials Control (SMC) to ensure that the materials incorporated into the work are compliant with material requirements and contract specifications. As the on-site inspector, Erik will document all material testing and sampling as required by the applicable standards and ensure that sampling and testing is completed in accordance with the processes and procedures defined in MnDOT's Lab, Bituminous, Concrete, and Grading and Base Manuals. Additionally, Erik will notify the Contractor of any failing test results and provide recommendations for corrective action, if required. Erik will maintain the project's documentation for inspection and material testing to further ensure a smooth project close-out process.



KEY TASKS

- Full-time on-site inspection.
- Material testing and sampling in accordance with the Schedule of Materials Control (SMC) Requirements.
- Maintain project records and documentation of construction activities and progress in accordance with the contract.
- Collect digital photographs to support written documentation.
- Review and forward project submittals to the City Engineer, when appropriate.

KEY DELIVERABLES

- Material testing reports.
- Materials certification summary and documentation.
- Documentation of construction activities and progress.
- Digital photography used to support documentation of construction activities and progress.
- Project submittals.





TASK 6:

Construction Contract Administration

Matt Indihar will administer the Preconstruction meeting, provide agendas beforehand, and compile and distribute minutes at the conclusions. The meeting minutes will also be stored and labeled accordingly in our document management system for easy reference and access.

Matt will serve as the Lead Contract Administrator for this project to complete the administrative tasks for this contract throughout construction. Matt will be responsible for the full tracking of material utilization and will maintain regular communication with the designated parties to discuss the status of project quantities. In this role, Matt will also prepare pay vouchers for review by the City for contractor payment and obtain quotes from the Contractor to prepare Supplemental Agreements, if necessary. Additionally, Matt will prepare the certificate of substantial completion, ensure the items on the punch list have been satisfactorily resolved, obtain the final application of payment from the Contractor, and prepare the Final Pay Voucher. Matt will also be responsible for the change management/supplemental agreement processing. He will communicate with the City on any proposed changes beforehand and obtain concurrence on pricing. Once approved and reviewed by the City, Matt will prepare and route documents for signature, and file the documentation and correspondence in our document management system.



Erik will be responsible for the documentation and tracking of materials used in the field to assist our Lead Contract Administrator, Matt Indihar, with the full tracking of material utilization and preparation of pay vouchers. As the field representative, Erik will maintain regular communication with the contractor to monitor changed field conditions. He will also complete proper documentation and record-keeping of field changes, design inconsistencies, and unforeseen events to help in preparing supplemental agreements, if necessary. Erik will maintain a punch-list throughout construction and participate in the walk-through inspection with the contractor and City at the time of substantial completion and prior to application of payment for final payment.

As a part of construction and prior to the contractor mobilizing, WSB will prepare for a public informational open house in which will allow the general public to attend and comment on the proposed construction of the improvements, construction timeline, and construction impacts. WSB will prepare supporting materials such as layouts, handouts, comment cards, and other open house materials for use at the open house. Paul and Erik will prepare an open house summary of comments received and provide the documentation to the City.

As a part of contract administration, WSB will prepare the final assessment roll based on the estimated final construction cost and using the City's assessment policy and preliminary assessment roll as a basis for creating the final roll. Property owners will be verified so that assessment notices are sent to the applicable party. Paul will work with the City to prepare the notice of hearing, mailed notice letters, address list and resolution to formally adopt the assessments utilizing the City's standard format documents. Paul will attend the assessment hearing to answer any questions related to project construction and the proposed assessments pursuant the final assessment roll.

KEY TASKS

- Administer the preconstruction meeting including the meeting agenda and distribution of meeting minutes.
- Receive and route project submittals to the appropriate parties.
- Provide full material tracking and utilization for development and preparation of partial and final pay vouchers.
- Prepare change orders and supplemental agreement forms for submission to the City for review.
- Administer weekly construction meetings, including meeting agendas and distribution of meeting minutes.
- Administer special on-site meetings for utility coordination prior to excavation.
- Maintain regular and frequent communication with the City regarding project updates, issues, and/or concerns.
- Evaluate and document occurrences of unforeseen events, changes in field conditions, and design inconsistencies to assist the City with recommendations for corrective action.
- Prepare the notice of hearing, mailed notice to affected residents, address list, and resolution adopting assessments.
- Facilitate and attend a public open house meeting prior to construction.

KEY DELIVERABLES

- Meeting agendas for preconstruction meetings, weekly meetings, and special on-site meetings.
- Documentation and tracking of material utilization.
- Partial and final pay vouchers for City review and payment.
- Documentation related to unforeseen events, changes in field conditions, and inconsistencies.
- Materials for public open house and open house summary.
- Notice of hearing, mailed notice template and address list, and resolution adopting the assessments.





TASK 7:

Final Construction Documentation

All work reports, Supplemental Agreements, and correspondence will be stored in our web-based document control management system. Copies can be provided there for download or WSB can compile all files and deliver a flash drive as needed or requested. The timing of the punch-list walk-thru is critical to make sure the proper equipment and staff are still on site to make any corrections if needed. WSB is accustomed to being proactive in this matter, avoiding additional delays to completion and unnecessary re-mobilizations for the contractor. With our record-keeping and document control process implemented from the start of construction, Matt and Erik will be able to quickly generate the final application and final pay voucher upon completion of work on site. They understand the process and procedure that all the required final documentation needs to be in hand prior to generating the final voucher and will work proactively with the contractor ahead of completion to make sure the necessary documents have been submitted to avoid unnecessary delays to the contract close-out process. Our survey and inspection staff will collect the necessary data and prepare as-builts in both paper and AutoCAD format. These files can be shared within the document control system or provided on a flash drive, at the preference of the City.

KEY TASKS

- Submit final quantities to the Contractor for review, within four weeks of final inspection.
- Perform final inspections and prepare a punch list for final approval.
- Perform a record survey of the improvements when construction is completed.
- Provide copies of correspondence, meeting minutes, contract changes, test reports, etc. for project closeout.
- Assist the City in closeout requirements.

KEY DELIVERABLES

- Final quantities.
- Final punch-list for approval.
- Record survey and As-builts (electronic copy in AutoCAD and 11x17 hardcopy).
- All project construction documentation.



Anticipated Involvement from the City of Brainerd

WSB's proposed services for this projects are meant to be a turnkey solution with limited involvement from City staff. The limited involvement by City staff is anticipated to include:

- Attend project kickoff, 50% design walkthrough, and subsequent design review meetings.
- Provide template resolutions, notice of hearing, and resident letters for improvement and assessment hearings.
- Attend City Council meetings with WSB to assist in project communication related to improvements and assessments.
- Attend the public open house as a City staff representative.
- Provide as-built drawings or related information.
- Review and approve construction change requests and pay vouchers during construction.
- Attend weekly progress meetings on site.
- Attend the final punch list review meeting with the contractor and WSB.

Project Fees and Cost Control

WSB has a long history of developing high quality plans and specifications for bidding. We pride ourselves on developing custom plans for each project and client and not recycle content from past projects that might not be current or applicable. This quality of design includes specific details that provide clear understanding for the contractor on design expectations, material selections, and sequencing requirements. We have found that developing high quality plans for the use of bidding and construction significantly reduced change orders and project overruns.

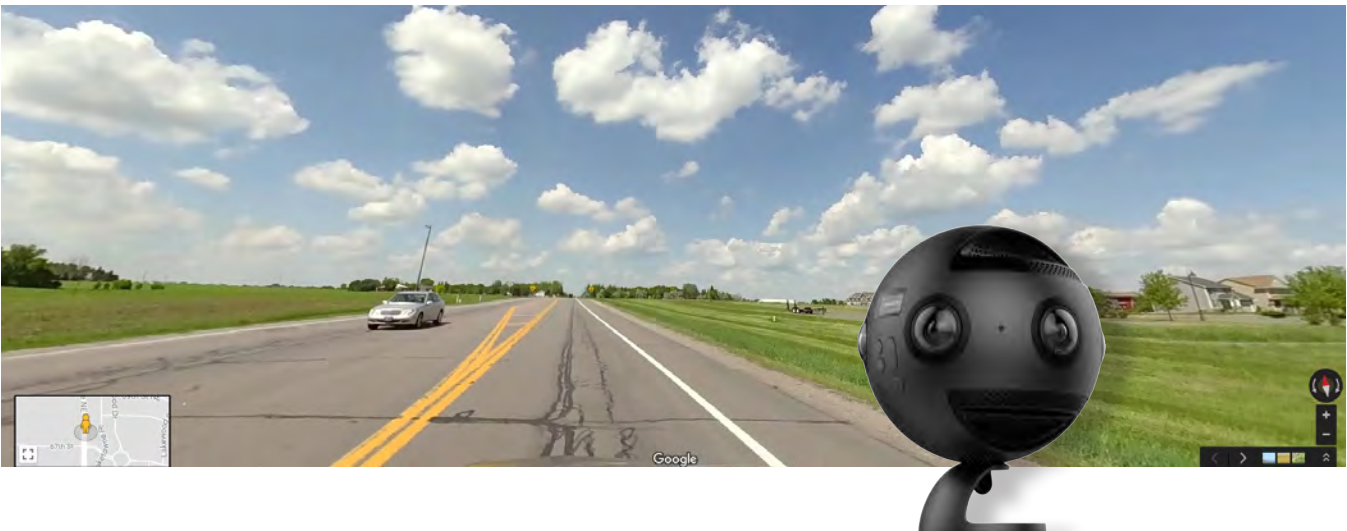
During construction, our construction administration staff are well trained and experienced working with clients and contractors on unforeseen conditions. Our team understands that we are hired as a client representative to ensure our clients get the best project within their budget. This may mean negotiating items that arise during construction in lieu of just paying out for all change orders requested by the contractor. Our team will control the construction process and conversations with the contractor and client so if scope changes, we can assure the client that they received the best price possible before accepting any change order scope.

Additional Information



ASSUMPTIONS:

- City provides as-built plans of existing, in-place improvements.
- WSB provides two to three cores on Graydon Avenue to confirm existing depth of pavement and condition of underlying pavement materials.
- City to postmark and mail notices to residents related to the Improvement and Assessment Hearings, pursuant Minnesota Statute 429.
- Construction cross sections are not needed in the construction plans.
- Attendance at three (3) City Council meetings for assessment proceedings pursuant Minnesota Statute 429.
- Attendance at the City Council meeting accepting the bids and awarding the construction contract is not required.
- One (1) public open house prior to construction and preparation of materials to facilitate the open house including graphics, layouts, comment cards, sign-in sheets, and other ancillary supporting materials.
- 4 to 5 weeks of full-time, on-site construction observation during active construction on the site at 50 hours or 40 hours per week, respectively.



WSB 360°

Prior to initiating the design phase services and as part of our data collection effort, WSB will utilize its WSB 360° technology to accurately document the existing conditions of the project area. WSB 360° includes camera systems that integrate directly with Google Street View. This process enhances the public involvement, project design, and resident communication during the construction phase.

For additional information on
WSB 360° Please visit our website



Proposed Project Schedule



TASK NO. TASK DESCRIPTION	2023				2024							
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
1 PROJECT KICKOFF												
1.1 PROJECT KICKOFF MEETING	●											
2 PRELIMINARY ENGINEERING AND FEASIBILITY REPORT												
2.1 PROJECT MANAGEMENT	■	■										
2.2 TOPOGRAPHIC AND BOUNDARY SURVEY	■											
2.3 50% DESIGN (ALIGNMENT AND PROFILE)	■	■										
2.4 50% HYDRAULIC DESIGN	■	■										
2.5 50% DESIGN WALK-THROUGH/MEETING		●										
2.6 PRELIMINARY ASSESSMENT ROLL		■										
2.7 FEASIBILITY REPORT	■	■										
2.8 NOTICES AND PUBLICATIONS		■										
2.9 CITY COUNCIL MEETINGS			●									
3 DESIGN ENGINEERING, PLANS, SPECIFICATIONS AND PROJECT BIDDING												
3.1 PROJECT MANAGEMENT	■	■	■	■	■	■						
3.2 50% PLANS AND SPECIFICATIONS	■	■										
3.3 50% ENGINEERS ESTIMATE OF PROBABLE COST	■	■										
3.4 50% 1-WEEK CITY REVIEW		■										
3.5 50% REVIEW MEETING		●										
3.6 90% PLANS AND SPECIFICATIONS		■	■									
3.7 90% ENGINEERS ESTIMATE OF PROBABLE COST		■	■									
3.8 90% 1-WEEK CITY REVIEW			■									
3.9 90% REVIEW MEETING			●									
3.1 100% PLANS AND SPECIFICATIONS			■	■								
3.1 100% ENGINEERS ESTIMATE OF PROBABLE COST			■	■								
3.1 100% 1- WEEK CITY REVIEW				■								
3.10 PROJECT MANUAL		■	■	■								
3.11 QA/QC REVIEWS	■	■	■	■								
3.12 CONSTRUCTABILITY REVIEWS	■	■	■	■								
3.13 GSOC UTILITY COORDINATION AND MEETINGS	■	■	■	■								
3.14 PROJECT BIDDING					■	■						
3.15 BIDDING QUESTIONS/ANSWERS AND ADDENDUMS					■	■						
3.16 BID OPENING/EVALUATION/AWARD RECOMMENDATION					●							
3.17 PUBLICATIONS (RESOLUTIONS)				■								
3.18 CITY COUNCIL MEETINGS				●								
3.19 CITY COUNCIL MEETINGS (APPROVE BIDS, AWARD)					●							
4 CONSTRUCTION ENGINEERING												
4.1 PROJECT MANAGEMENT										■	■	
4.2 WEEKLY PROGRESS REPORTS										■	■	
4.3 CONSTRUCTION STAKING										■	■	
5 CONSTRUCTION QUALITY CONTROL												
5.1 FULL TIME, ON-SITE CONSTRUCTION OBSERVATION										■	■	
5.2 SUBMITTALS AND MATERIAL APPROVALS										■	■	
6 CONSTRUCTION CONTRACT ADMINISTRATION												
6.1 PRECONSTRUCTION MEETING/PROJECT PREPARATION									●			
6.2 PARTIAL PAY VOUCHERS									■	■		
6.3 CONTRACT CHANGE MANAGEMENT									■	■		
6.4 PROJECT SUBSTANTIAL COMPLETION											✓	
6.5 FINAL INSPECTION/PUNCHLIST											■	
6.6 FINAL PAY VOUCHER												■
6.7 FINAL ASSESSMENT ROLL											■	
6.8 NOTICES AND PUBLICATIONS											■	
6.9 CITY COUNCIL MEETINGS (ASSESSMENT HEARING)											■	
6.10 PUBLIC ENGAGEMENT MEETING (CONSTRUCTION)									---●---			
7 FINAL CONSTRUCTION DOCUMENTATION												
7.1 RECORD SURVEY AND AS-BUILT DRAWINGS												■
7.2 PROJECT CLOSEOUT AND DOCUMENTATION												■

Project Fees



TASK DESCRIPTION	ESTIMATED HOURS								TOTAL	
	PRINCIPAL ENGINEER	PROJECT MANAGER	CONSTR. PM & CONSTR. REVIEW	DESIGN GRAD. ENG.	CONSTR. OBSERVATION	ADMIN.	SURVEY CREW CHIEF	TWO-PERSON SURVEY CREW	HRS.	FEE
	JUPE HALE	PAUL SANDY	MATTHEW INDIHAR	GRACE LILJENQUIST	ERIK DESMITH	AMY REIN	RYAN RAUSCH			
1 PROJECT KICKOFF										
1.1 PROJECT KICKOFF MEETING		2	2						4	\$844
TASK 1 TOTAL ESTIMATED HOURS AND FEE		2	2						4	\$844
2 PRELIMINARY ENGINEERING AND FEASIBILITY REPORT										
2.1 PROJECT MANAGEMENT	1	3							4	\$935
2.2 TOPOGRAPHIC AND BOUNDARY SURVEY							6	24	30	\$7,260
2.3 50% DESIGN (ALIGNMENT AND PROFILE)				16	16				32	\$3,904
2.4 50% HYDRAULIC DESIGN				2	2				4	\$488
2.5 50% DESIGN WALKTHROUGH/MEETING		2		2	2				6	\$936
2.6 PRELIMINARY ASSESSMENT ROLL		2		4	4				10	\$1,424
2.7 FEASIBILITY REPORT	1	3		8	8				20	\$2,887
2.8 NOTICES AND PUBLICATIONS (NOH, MAILED NOTICE, RESOLUTIONS)		2							2	\$448
2.9 CITY COUNCIL MEETINGS (FEASIBILITY REPORT, IMPROVEMENT HEARING, AND ORDERING PREPARATION OF PLANS AND SPECIFICATIONS)		4							4	\$896
TASK 2 TOTAL ESTIMATED HOURS AND FEE	2	16		32	32		6	24	112	\$19,178
3 DESIGN ENGINEERING, PLANS, SPECIFICATIONS AND PROJECT BIDDING										
3.1 PROJECT MANAGEMENT	1	3							4	\$935
3.2 50% PLANS AND SPECIFICATIONS		2		36	36				74	\$9,232
3.3 50% ENGINEERS ESTIMATE OF PROBABLE COST		2		2	2				6	\$936
3.4 50% 1-WEEK CITY REVIEW		1							1	\$224
3.5 50% REVIEW MEETING		1		1	1				3	\$468
3.6 90% PLANS AND SPECIFICATIONS		2		40	40				82	\$10,208
3.7 90% ENGINEERS ESTIMATE OF PROBABLE COST		1		1	1				3	\$468
3.8 90% 1-WEEK CITY REVIEW		1							1	\$224
3.9 90% REVIEW MEETING		1		1	1				3	\$468
3.1 100% PLANS AND SPECIFICATIONS		2		16	16				34	\$4,352
3.1 100% ENGINEERS ESTIMATE OF PROBABLE COST		1		1	1				3	\$468
3.1 100% 1- WEEK CITY REVIEW		1							1	\$224
3.10 PROJECT MANUAL		2		4	4	4			14	\$1,924
3.11 QA/QC REVIEWS	1	6							7	\$1,607
3.12 CONSTRUCTABILITY REVIEWS			4						4	\$792
3.13 GSOC UTILITY COORDINATION AND MEETINGS		2		1	1				4	\$692
3.14 PROJECT BIDDING		2				2			4	\$698
3.15 BIDDING QUESTIONS/ANSWERS AND ADDENDUMS		2		2	2				6	\$936
3.16 BID OPENING/EVALUATION/ABSTRACT/AWARD RECOMMENDATION		1				2			3	\$474
3.17 PUBLICATIONS (RESOLUTIONS)		1							1	\$224
3.18 CITY COUNCIL MEETINGS (PUBLIC HEARING, ORDERING IMPROVEMENT, APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZING BIDDING)		4							4	\$896
3.19 CITY COUNCIL MEETINGS (APPROVE BIDS, NOTICE OF AWARD)		4							4	\$896
TASK 3 TOTAL ESTIMATED HOURS AND FEE	2	42	4	105	105	8			266	\$37,346

- COST CONTINUED ON NEXT PAGE -

- COST CONTINUED FROM PREVIOUS PAGE -

TASK DESCRIPTION	PRINCIPAL ENGINEER	PROJECT MANAGER	CONSTR. PM & CONSTR. REVIEW	ESTIMATED HOURS					TOTAL	
	JUPE HALE	PAUL SANDY	MATTHEW INDIHAR	DESIGN GRAD. ENG. GRACE LILJENQUIST	CONSTR. OBSERVATION ERIK DESMITH	ADMIN. AMY REIN	SURVEY CREW CHIEF RYAN RAUSCH	TWO-PERSON SURVEY CREW	HRS.	FEE
4 CONSTRUCTION ENGINEERING										
4.1 PROJECT MANAGEMENT	1		6						7	\$1,451
4.2 WEEKLY PROGRESS REPORTS			2		4				6	\$836
4.3 CONSTRUCTION STAKING							2	8	10	\$2,420
TASK 4 TOTAL ESTIMATED HOURS AND FEE	1		8		4		2	8	23	\$4,707
5 CONSTRUCTION QUALITY CONTROL										
5.1 FULL TIME, ON-SITE CONSTRUCTION OBSERVATION AND MATERIAL TRACKING, PHOTOS AND DAILY DIARY			8		200				208	\$23,584
5.2 SUBMITTALS AND MATERIAL APPROVALS			2						2	\$396
TASK 5 TOTAL ESTIMATED HOURS AND FEE			10		200				210	\$23,980
6 CONSTRUCTION CONTRACT ADMINISTRATION										
6.1 PRECONSTRUCTION MEETING/PROJECT PREPARATION			2		2				4	\$616
6.2 PARTIAL PAY VOUCHERS			1		2				3	\$418
6.3 CONTRACT CHANGE MANAGEMENT			2		2				4	\$616
6.4 PROJECT SUBSTANTIAL COMPLETION (CERTIFICATE OF SUBSTANTIAL COMPLETION)			1						1	\$198
6.5 FINAL INSPECTION/PUNCHLIST			2		4				6	\$836
6.6 FINAL PAY VOUCHER			1		1				2	\$308
6.7 FINAL ASSESSMENT ROLL		2		2	2				6	\$936
6.8 NOTICES AND PUBLICATIONS (NOTICE OF HEARING ON JULY 21, 2025 COUNCIL AGENDA)		2							2	\$448
6.9 CITY COUNCIL MEETINGS (ASSESSMENT HEARING)		4							4	\$896
6.10 PUBLIC ENGAGEMENT MEETING (CONSTRUCTION)		4		4	4				12	\$1,872
TASK 6 TOTAL ESTIMATED HOURS AND FEE		12	9	6	17				44	\$7,144
7 FINAL CONSTRUCTION DOCUMENTATION										
7.1 RECORD SURVEY AND AS-BUILT DRAWINGS					4		4		8	\$1,200
7.2 PROJECT CLOSEOUT AND DOCUMENTATION			2		4				6	\$836
TASK 7 TOTAL ESTIMATED HOURS AND FEE			2		8		4		14	\$2,036
TOTAL ESTIMATED HOURS	5	72	35	143	366	8	12	32	673	\$95,235
AVERAGE HOURLY BILLING RATE	\$263	\$224	\$198	\$134	\$110	\$125	\$190	\$255		
TOTAL FEE BY LABOR CLASSIFICATION	\$1,315	\$15,232	\$6,930	\$19,162	\$40,260	\$1,000	\$2,280	\$8,160		\$95,235
LUMP SUM SERVICES										
MATERIALS TESTING ALLOWANCE										\$5,000
TOTAL FEE FOR LUMP SUM SERVICES										\$5,000
TOTAL PROJECT FEE										
										\$100,235

Forge ahead.



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City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Discuss South Brainerd Alley Resurfacing Scope

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: Staff will be preparing a Request for Proposals for Engineering Services to assist with Design and Construction Engineering services for the South Brainerd Alley project, potentially tying together with the similarly scoped Hawkins Drive Resurfacing Project. To best prepare the Request for Proposals, staff is requesting direction from the City Council on a scope of work regarding street resurfacing on Joseph and Ronald Streets.

Residents have petitioned for a resurfacing of the alley between Paul and Joseph Streets. Council has since directed staff to continue the process, and we have continued to explore the scope of work needed on the project. During discussions with BPU staff, the project scope includes watermain replacement along with additional work to replace water services from the watermain to the homes to address lead service line issues. The sanitary sewer is deep in this area and would not be considered cost-effective to replace. Future considerations for trenchless treatment such as lining should be considered. In addition to the watermain in the alley, BPU staff is looking to address water system goals by extending the watermain on the north end of the alley to a watermain stub that was constructed as part of the S. 6th Street (Highway 371B) project and continue that to loop the system with S. 7th Street. This would require replacement of the north half of the pavement on Joseph Street.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Currently, as scoped, staff can continue with a resurfacing of the alley, replacement of the watermain and services, and extension of watermain in Joseph with replacement of the pavement from that work. However, the pavement condition on Joseph Street is in poor condition and replacement of half of the street pavement would be disadvantageous. In addition, with the alley watermain, a portion of Ronald Street would also need to be resurfaced due to the watermain replacement between the alley segments. Both Joseph Street and Ronald Street were most recently constructed in 1991 with a chip seal in 1999. With a pavement age of 33, the pavement on both streets has exceeded its expected life and is due for a resurfacing.

Options for the Council to consider would be as follows:

- Option 1: Continue as currently scoped. Keep the street resurfacing to only areas where watermain is being replaced as needed. This is the most economical option.

- Option 2: Include resurfacing of the entirety of Joseph Street between S. 6th Street and S. 7th Street to match what is already being replaced with the watermain.
- Option 3: Include resurfacing of the entirety of Joseph Street and Ronald Street between S. 6th Street and S. 7th Street.

For the purposes of preparing a Request for Proposals for Engineering services, staff would recommend Option 3 for scoping. Using this option, the selected Engineering firm can prepare the appropriate designs and provide estimates for the Council to consider. The Council then could decide on options such as removal of the resurfacing of the streets, including the resurfacing, or bidding resurfacing as a bid alternate.

RECOMMENDED ACTION/MOTION: Staff recommends including resurfacing of Joseph Street and Ronald Street between S. 6th Street and S. 7th Street in the scope of work of the South Brainerd Alley project planned for 2025.

FINANCIAL IMPACT: Not known at this time.



City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Approve Buffalo Hills Gully Amended Contract Amount and SEH Amendment

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):** 5 Minutes

SUMMARY OF ISSUE: Staff is requesting Council approval to amend the contract amount for the Buffalo Hills Gully project and approve a contract amendment for SEH for the remaining construction observation. As final grading was getting prepared, it was evident that additional fill and topsoil would be required to bring the project to completion and re-establish sufficient vegetation. Following final seeding and stabilization, staff has been able to determine more accurate representations of the projected final quantities of work remaining. To pay the contractor for work completed, staff is requesting authorization to amend the contract amount at this time until final work can be completed next spring and a final pay estimate can be completed.

In addition, due to additional hours needed for construction observation beyond what was estimated, SEH is requesting a contract amendment to address the hours that would be required to finish observation on the remaining contract items and close out the project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: After determining work done and work remaining, staff is recommending allowing to pay up to \$895,000 on the project. This would provide for payment for work complete as well as tree plantings anticipated for this fall.

In reviewing the hours needed to complete the project with SEH, they are requesting an amendment in the amount of \$8,207. Based on the time spent with the contractor on site compared to what was expected, staff feels that this is an appropriate request.

Staff has also reviewed with Crow Wing SWCD if there were any additional funds available to provide to assist with the overruns on the contract. They have committed an additional \$35,000, which would be reflected in a MOU Amendment at a future Council meeting. In the original grant, the City was responsible for a \$244,000 grant match for the Clean Water grant. Between the projected final project cost, design and construction engineering costs, and grant funds, staff is expecting that the final cost to the City would be approximately \$249,000, approximately \$5,000 over the original expected amount.

RECOMMENDED ACTION/MOTION: Staff is recommending authorizing up to \$895,000 for the Buffalo Hills Gully project and approval of the SEH contract amendment in the amount of \$8,207.

FINANCIAL IMPACT: Additional \$18,366.90 construction and \$8,207 engineering.

Amendment No 2 Brainerd Gully Project							
Name	hours	rate	total	Task			
Troy	20	\$ 140.00	\$ 2,800.00	Field work, quantities,punch list, trees, live stakes, close out			
Jeff	8	\$ 200.00	\$ 1,600.00	Final project, QA/QC, Admin.			
Melissa	4	\$ 118.00	\$ 472.00	Account Rep, billing, misc. admin.			
Survey	5	\$ 140.00	\$ 700.00	As-builts			
Land survey			\$ 2,500.00	Replace property corner			
Misc.			\$ 135.00	vehicle/mileage/equipment			
			\$8,207.00	Page 168 of 228			



City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Approve MnDNR Ash Tree Grant Agreement

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): 5 Minutes

SUMMARY OF ISSUE: Staff was approached by the MnDNR with an opportunity for grant funding to address some ash trees within the City of Brainerd. There were some federal grant funding dollars available for emerald ash borer (EAB) management and staff explored this opportunity further. After discussion, it was determined that there is about \$45,000 available for the City of Brainerd. This would provide for the removal of 14 unhealthy boulevard ash trees and to replace them at about a 2:1 rate.

Some of the terms of the grant would be that any work completed by a contractor be done under prevailing wages, new plantings are not including species over 10% represented in the City currently (such as spruce and maple), and include a 3-year maintenance plan with documentation throughout. The final requirement of these available funds are that they require to be expended by June 30, 2025.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Attached is the grant agreement with the MnDNR for these funds. Upon execution, staff would coordinate efforts with the MnDNR staff to prepare a work plan before identification of ash trees for removal. Staff would then prepare a Request for Proposals for tree service contractors to perform the necessary work.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the MnDNR EAB Management Grant agreement.

FINANCIAL IMPACT: N/A

STATE OF MINNESOTA GRANT AGREEMENT Federal Sub-Award Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and City of Brainerd, UEI#: HRDWXDBU3M54, 501 Laurel Street, Brainerd, MN 56401 ("Grantee").

Recitals

1. Under Urban and Community Forest Program, USDA Forest Service, 10.675, 20-DG-11094200-154, the State received a federal award of \$451,809.00 on July 1, 2020 for Urban & Community Forestry and Forest Resilience Emerald Ash Borer. This project is not a research and development project.
2. Under Urban & Community Forestry and Forest Resilience Emerald Ash Borer and Minnesota Statutes section 84.026, the State sub-awards \$45,000.00 to the Grantee, UEI#: HRDWXDBU3M54, for the purpose of conducting the program entitled Urban & Community Forestry Program.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

- 1.1. **Effective date:** August 26, 2024.

This agreement becomes effective on August 26, 2024 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.** No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to [Minnesota Statutes Section 16B.98, subdivision 5](#). Per [Minnesota Statutes Section 16B.98, subdivision 7](#), no payments will be made to the Grantee until this grant agreement is fully executed.

- 1.2. **Expiration date:**

June 30, 2025 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 25 Additional Program Requirements.

- 1.4. **Incur Expenses:** Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after August 26, 2024 are eligible for reimbursement. This agreement becomes effective on August 26, 2024 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

2. Grantee's Duties

The Grantee, who is not a state employee, will:

Remove 14 unhealthy trees and replant 20 new trees as described in Exhibit A: Grant Project Deliverables and Exhibit B: Project Budget, which are incorporated and made a part of this agreement.

See Federal Award letter 20-DG-11094200-154, which is incorporated and made a part of this agreement.

The Grantee will comply with required grants management policies and procedures set forth through [Minnesota Statutes Section 16B.97](#), subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this

agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement.

4. Consideration and Payment

4.1. **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. **Compensation.** Compensation in an amount not to exceed \$45,000.00, based on the following: See Exhibit A: Grant Project Deliverables and Exhibit B: Project Budget.

4.1.2. **Matching Requirements.** Grantee certifies that the following matching requirement for the grant will be met by The City of Brainerd. The total project cost is \$45,000.00. Grantee agrees to match at least \$0.00 of this project cost.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: project name, grant contract number, the amount of grant funds to be used, location where grant funds were or will be used, activity the grant funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

4.1.3. **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is 0%. The Grantee's indirect cost rate is 0% for this sub-award agreement. The State will accept the indirect cost rate negotiated with a federal agency, provided the agency approved the rate on or before the award end date.

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED: Forty-five thousand dollars.

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2. Payment.

The State shall disburse funds to the Grantee pursuant to this agreement **on a reimbursement basis and will** promptly pay the Grantee after the Grantee presents an itemized invoice and proof of payment for the services actually performed to ucf.dnr@state.mn.us and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the schedule in Exhibit A:

- Interim Invoice and Report – on or before December 30, 2024
- Final Invoice and Report – on or before June 30, 2025

4.2.2. **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through the Urban and Community Forest Program, CFDA/Assistance Listing number 10.675 of the P.L. 95-313 Cooperative Forestry Assistance Act of 1978. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by

the Grantee's failure to comply with federal requirements.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is Madisson Masucci, 500 Lafayette Road, St. Paul, MN 55155, madisson.masucci@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative or his/her designee will certify acceptance on each invoice submitted for payment.

The Grantee Authorized Representative is Jessie Dehn, City Engineer/Public Works Director, 501 Laurel Street, Brainerd, MN 56401, jdehn@ci.brainerd.mn.us, 218-828-2307, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Subcontractors, Contracting, and Bidding Requirements

The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.318](#) through 2 CFR 200.326.

8.1 Uniform Municipal Contracting Law

Per [Minn.Stat. § 471.345](#), Grantees that are municipalities as defined in Subd. 1 must follow the law.

- 8.1.1. Any services and/or materials that are expected to cost less than \$10,000 (\$2,000 for acquisitions of construction that are subject to the [Davis-Bacon Act](#) and \$2,500 for the acquisition of services subject to the [Service Contract Act](#)) do not require the solicitation of competitive quotations in accordance with [2 CFR 200.320\(b\)](#). The Grantee must make an effort to equitably distribute these purchases.
- 8.1.2. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn.Stat. § 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

8.2 Nongovernmental organizations

Must follow the requirements below.

- 8.2.1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- 8.2.2. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- 8.2.3. Services and/or materials that are expected to cost between \$10,000 and \$24,999 (\$2,000 for acquisitions of construction that are subject to the [Davis-Bacon Act](#) and \$2,500 for the acquisition of services subject to the [Service Contract Act](#)) must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- 8.2.4. Any services and/or materials that are expected to cost less than \$10,000 (see 8.2.3 for thresholds

regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with [2 CFR 200.320\(b\)](#).

- 8.2.5. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- 8.2.6. The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 8.2.7. Notwithstanding 8.2.1 - 8.2.5 above, the State may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - It is determined there is only one legitimate or practical source for such materials or services and that Grantee has established a fair and reasonable price.
- 8.2.8. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn.Stat. § 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
 - The Grantee must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as outlined in [2 CFR 200.321](#).
 - [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)

8.3 The Grantee must not contract with [vendors who are suspended or debarred in MN](#).

8.4 The Grantee may not issue a subaward or contract to any Federal employee, department, or agency, without advance permission from the State's Authorized Representative.

8.5 ***Domestic Sourcing Preferences.*** Per 2 CFR 200.322, Grantees should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in every contract, purchase order, or sub-award.

8.6 ***Prohibition on certain telecommunications and video surveillance service or equipment.*** Per Public Law 115-232, section 889; 2 CFR 200.216, Grantees are prohibited from obligating or expending grant funds on telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

9. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

10. Audits (State and Single)

Under [Minn. Stat. §16B.98, subd. 8](#) and [2 CFR 200.331](#), the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the Commissioner of Administration, by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11. Government Data Practices and Intellectual Property

- 11.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

- 11.2 **Intellectual Property Rights (if applicable).**

- 11.2.1. **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant contract agreement*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract agreement. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract agreement. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in [2 CFR 200.315](#).

- 11.2.2 **Obligations.**

- (A) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- (B) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Publicity and Endorsement

13.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the sponsoring agencies; and must not be released without prior written approval from the State's Authorized Representative or her designee. For purposes of this provision, publicity includes websites, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

13.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms [of 2 CFR 200.315](#).

14. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination

15.1 (a) *Termination by the State*

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) *Termination by The Commissioner of Administration*

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

15.2 *Termination for Cause.* The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

(a) Funding for Grant No. 20-DG-11094200-154 is withdrawn by the USDA Forest Service; or

(b) Funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

16 Data Disclosure

Under [Minn. Stat. § 270C.65, Subd. 3](#), and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

17 American Disabilities Act

Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of this grant, and all applicable regulations and guidelines.

18 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Any other applicable non-discrimination law(s).

19 Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in the federal award letter 20-DG-11094200-154.

20 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

21 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

22 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

23 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

24 Byrd Anti-Lobbying Amendment Certification and Disclosure: (If applicable)

- a. The Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352
- b. The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. Further definition of lobbying can be found in [2 CFR 200.450](#).
- c. If the Grantee engages in lobbying activities with non-Federal funds that takes place in connection with obtaining any Federal award, they will promptly inform the authorized representative, and complete any certifications the authorized representative requires.

25 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

26 Build America Buy America (if applicable)

Use the language from the federal awarding agency.

27 Additional Program Requirements

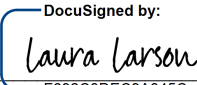
The grantee must comply with **(insert additional program requirements, state and federal law requirements, requirements of the award, etc.)** as well as the terms and conditions for closeout of the sub-award.

Attachments:

- ☒ A. Exhibit A - Deliverables
- ☒ B. Exhibit B - Budget
- ☒ C. Conflict of Interest Disclosure
- ☒ D. Federal Award Letter 20-DG-11094200-154
- ☒ E. USDA Forest Service Civil Rights Brochure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15.

Signed: 
F692C8DEC9A845C...

Date: August 9, 2024

SWIFT PO No. 254749 / 3-261124

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Exhibit A: Grant Project Deliverables
FFY20 Core FH&R Appropriation
Model Communities Targeted to Slow the Spread of EAB
City of Brainerd Deliverables

Grant sum total: \$45,000.00

Grant Contract Deliverables

- *Community must have adopted or will adopt an EAB management plan through this grant process.*
- *Each ash tree removed must be replaced with a newly planted tree.*

Work with DNR to fully execute the work plan by providing:

1. City staff and/or equipment to provide match funding as shown below in Exhibit B
2. Timely submission by the deadlines listed:
 - Submit invoices and proof of payment for grant-funded purchases; Submit cash-match proof of payment and in-kind match justifications; Submit Status Update Reports; Submit maps and/or shapefiles and photos.
 - a. December 30, 2024
 - b. Final Report due **June 30, 2025**

Work with DNR to fully execute the work plan below:

1. Management Activities: Funding will be used to slow the spread of EAB and other exotic tree pests and diseases through removal of 14 unhealthy trees, replacement plantings of 20 new trees with a more diverse mixture of species, and establishment practices including watering and equipment needed for watering on replacement plantings.
2. Tree Planting and Maintenance
 - a. Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used as guidance before an updated inventory is provided. For Brainerd this means grant funds cannot be spent on purchasing:
 - i. *Picea* (spruce): 18.0%
 - ii. *Acer* (maple): 15.7%
 - iii. *Fraxinus* (ash): 11.4%
 - b. Grant funds will not fund the purchase of trees listed on the Minnesota Noxious Weed List, or the DNR's Invasive Terrestrial Plants List, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
 - c. All trees planted with grant funds are expected to be maintained based on the City of Brainerd's Three-Year Maintenance Plan. A maintenance plan template will be provided

by DNR, and the Three-Year Maintenance Plan must be submitted, and approved by DNR staff, before any planting activities begin. Trees that do not survive will need to be replaced prior to grant close-out utilizing the warranty the city has with the nursery that stock was purchased from, or at the expense of the City of Brainerd.

- d. Ensure newly planted trees are regularly watered, according to the schedule set in the Three-Year Maintenance Plan, by city staff or contractors, or work to develop sustainable outreach to citizens so that they can engage in watering practices.

Timeline for Work

- September 2024 – Council approval of the grant agreement with MN DNR
- October 2024 – Staff identify ash tree removal locations and species selections/locations for replacements. City staff develop Request for Proposals.
- November 2024 – City award contract to contractor.
- December 2024 – January 2025 – Contractor complete tree removals
- April-May 2025 – Contractor complete stump removals and new tree plantings.
- June 2025 – Contract completion and maintenance period begins.

Requesting Reimbursement

Accomplishment reports and maps of completed work will be submitted with all requests for reimbursement.

- Partial payment form along with invoices and proof of payment for grant-funded purchases, Cash Match form along with proof of payment, and In-Kind Match form
- Partial payments may be submitted as needed and must include all up-to-date required documents and accomplishment reports
- Accomplishment reports will include grant contract deliverables and their impacts
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- Maps will:
 - Identify the location and Diameter at Breast Height (DBH) of trees that have been removed
 - Identify the location of stumps that have been ground
 - Identify the location and Diameter at Breast Height (DBH) of trees that have been treated
 - Identify the location and species of trees that have been planted
- All trees removed, treated, and planted will be mapped and submitted as shapefiles, with the planted trees identified by species, to obtain grant fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#).

Staff will also ensure that the project adheres to the 20-10-5 guideline which means that following planting, a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Staff will confirm that planted tree stock is 1-2" caliper bareroot or a container class size #20 or smaller.

Acknowledgement

1. The Forest Service needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.
2. In order to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications. A written request can be submitted Emma Schultz who will pass it along to the appropriate authorities.

Exhibit B: Project Budget
FFY20 Core FH&R Appropriation
Model Communities Targeted to Slow the Spread of EAB
City of Brainerd

Item	Federal Grant Funds	In-kind or Cash Match	Total
Personnel and Owned Equipment			
Eligible Expenses	\$45,000.00		\$45,000.00
Totals	\$45,000.00		\$45,000.00



Minnesota Department of Natural Resources

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement, we will monitor and report any actual, potential, individual, or organizational conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

- ☐ I do not have any conflicts of interest relating to this project.
- ☐ I have an actual, potential, individual, or organizational (*indicate below*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____ Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: _____

Legal Citation: ML_____, Chapter _____, Article ___, Section ___, Subdivision _____

State AR's Printed Name: _____ Date: _____

State AR's Signature: _____

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 20-DG-11094200-154
Between The
NATURAL RESOURCES, MINNESOTA DEPARTMENT OF
And The
USDA, FOREST SERVICE
EASTERN REGION STATE AND PRIVATE FORESTRY**

Project Title: URBAN & COMMUNITY FORESTRY AND FOREST RESILIENCE
EMERALD ASH BORER

Upon execution of this document, an award to NATURAL RESOURCES, MINNESOTA DEPARTMENT OF, hereinafter referred to as "MNDNR," in the amount of **\$451,809.00**, is made under the authority of P.L. 95-313 Cooperative Forestry Assistance Act of 1978. The Catalog of Federal Domestic Assistance (CFDA) number and name are 10.675 Urban and Community Forest Program. MNDNR accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated May 20, 2020, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 50%, which your organization has agreed to meet, as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at SM.FS.R9SPFgrants@usda.gov.

The following administrative provisions apply to this award:

- A. LEGAL AUTHORITY. MNDNR shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Valerie McClannahan, Urban and Community Forestry Coordinator 500 Lafayette Rd., Box 44 St. Paul, MN 55155 Phone: 651-259-5283 Fax: 651-296-5954 E-Mail Address: valerie.mcclannahan@state.mn.us	Jody Wagner, Fire & Federal Funds Specialist 500 Lafayette Rd., Box 44 St. Paul, MN 55155 Phone: 651-259-5257 Fax: 651-296-5954 E-Mail Address: jody.wagner@state.mn.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Jill Johnson Address: 1992 Folwell Ave. City, State, Zip: Saint Paul, MN 55108 Telephone: 651-649-5253 Email: jill.johnson@usda.gov	Name: John LaBounty Address: 626 East Wisconsin Ave. City, State, Zip: Milwaukee, WI 53202 Telephone: 414-297-3645 Email: john.labounty@usda.gov

- C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). MNDNR shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- D. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

The Program Manager reserves the right to request additional information prior to approving a payment. To expedite payment, please attach a list of expenses that match the approved project budget when submitting each FS-270.

The invoice must be sent by one of three methods:

EMAIL (preferred): asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

- E. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **21.29%** as shown in the NICRA provided by the Cooperator. As new NICRAs are agreed to between MNDNR and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification. If the NICRA is for a provisional rate, MNDNR shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.
- F. PRIOR WRITTEN APPROVAL. MNDNR shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service the Regional Forester and their acting signature. The start date of this award is July 1, 2020. Pre-award costs are authorized pursuant to 2 CFR 200.458. The end date, or expiration date is **September 30, 2023**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Forrest Boe

Digitally signed by Forrest Boe
Date: 2020.07.21 11:18:32
-05'00'

Date

Natural Resources, Minnesota Department of

STEVEN
MILLER

Digitally signed by
STEVEN MILLER
Date: 2020.07.28
12:26:27 -05'00'

7/28/20

ROBERT LUECKEL

Date

Acting Regional Forester

Eastern Region, State and Private Forestry

The authority and the format of this award have been reviewed and approved for signature.

JOHN
LABOUNTY

Digitally signed by
JOHN LABOUNTY
Date: 2020.07.17
07:44:29 -05'00'

7/17/20

JOHN LABOUNTY

Date

Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, MNDNR may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to MNDNR for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by MNDNR or any third party.
- C. NOTICES. Any notice given by the Forest Service or MNDNR will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To MNDNR, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. MNDNR shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at www.whitehouse.gov/omb/grants_forms.
- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200 301, reports must relate financial data to performance accomplishments of the federal award.

MNDNR shall submit annual performance reports. These reports are due 90 days after the reporting period end. The final performance report shall be submitted either with MNDNR's final payment request, or separately, but not later than 90 days from the

expiration date of the award.

- Additional pertinent information: All reports must be submitted to:
SM.FS.R9SPFgrants@usda.gov

- G. NOTIFICATION. MNDNR shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for MNDNR to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify MNDNR when permission is granted.
- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of MNDNR's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- K. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. MNDNR may be granted access to Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all Forest Service requirements for mandatory security awareness and role-based advance security training, and sign all applicable Forest Service statements of responsibilities.
- L. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. MNDNR is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

MNDNR may call on Forest Service's Office of Communication for advice regarding public notices. MNDNR is requested to provide copies of notices or announcements to

the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- M. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. MNDNR shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- N. COPYRIGHTING. MNDNR is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by MNDNR under this award.
- Any right of copyright to which MNDNR purchase(s) ownership with any federal contributions.

- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. MNDNR shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained

online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."

P. PROGRAM INCOME – FINANCIAL ASSISTANCE.

1. MNDNR shall apply the standards set forth in this Provision to account for program income earned under the award.
2. If any program income is generated as a result of this award, the income shall be applied using the deductive alternative as described in 2 CFR 200.307; the deductive alternative is the default if no other method is selected.
3. Unless the terms and conditions of the award/agreement provide otherwise, Recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine net program income, provided these costs have not been charged to the award and they comply with 2 CFR 200.307.
5. Unless the terms and conditions of the award provide otherwise, MNDNR shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

Q. DISPUTES.

1. Any dispute under this award shall be decided by the The Regional Forester and their acting. The The Regional Forester and their acting shall furnish MNDNR a written copy of the decision.

2. Decisions of the The Regional Forester and their acting shall be final unless, within 30 days of receipt of the decision of the The Regional Forester and their acting, MNDNR appeal(s) the decision to the Forest Service's Director, State & Private Forestry (SPF). Any appeal made under this provision shall be in writing and addressed to the Director, Eastern Region State and Private Forestry, 626 East Wisconsin Ave, Milwaukee, WI 53202. A copy of the appeal shall be concurrently furnished to the The Regional Forester and their acting.
 3. In order to facilitate review on the record by the Director, SPF, MNDNR shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
 4. A decision under this provision by the Director, SPF is final.
 5. The final decision by the Director, SPF does not preclude MNDNR from pursuing remedies available under the law.
- R. AWARD CLOSEOUT. The Recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.
- Any unobligated balance of cash advanced to MNDNR must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.343(d).
- If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.
- S. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.339.
- T. DEBARMENT AND SUSPENSION. MNDNR shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should MNDNR or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

U. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

V. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"

3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

W. DRUG-FREE WORKPLACE.

1. MNDNR agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions MNDNR will take against employees for violating that prohibition; and

c. Let each employee know that, as a condition of employment under any award, the employee:

- (1) Shall abide by the terms of the statement, and
- (2) Shall notify MNDNR in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. MNDNR agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

- a. The dangers of drug abuse in the workplace;
- b. The established policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. MNDNR agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after MNDNR learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, MNDNR must either

- a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
- b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

X. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- Y. ELIGIBLE WORKERS. MNDNR shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). MNDNR shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- Z. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).
- Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
- AA. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and

2. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified.* vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

END OF ATTACHMENT B: 2 CFR PART 170



To file a program discrimination complaint, complete the *USDA Program Discrimination Complaint Form, AD-3027*, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250- 9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.”

If the publications or materials are too small to permit the use of the full statement, at a minimum include the following statement, in print size no smaller than the text: *“This institution is an equal opportunity provider.”*

What does the Forest Service do to ensure compliance with nondiscrimination responsibilities?

The Forest Service will conduct reviews of your programs and activities on a periodic basis to ensure that they comply with civil rights laws. USDA will receive, investigate, and adjudicate claims alleging violation of civil rights laws by recipients of USDA assistance.

What Federal civil rights laws must you follow to ensure compliance?

U.S. Code	Statute	Prohibits discrimination on the basis of:
(42 U.S.C. 2000d–2000c)	Title VI of the Civil Rights Act of 1964	Race, color, or national origin (including LEP)
(20 U.S.C. 1681–1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 U.S.C. 6101 et seq.)	Age Discrimination Act of 1975, as amended	Age
(29 U.S.C. 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability



“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination.”

—President John F. Kennedy, 1963,
calling for the enactment of Title VI
of the Civil Rights Act

For More Information

The Forest Service is your partner in providing equal opportunity to the public. For more information, please contact your local Forest Service office.

USDA is an equal opportunity provider, employer, and lender.

Grants and Agreements

Complying With Civil Rights Requirements

Your Responsibilities as a Partner With the Forest Service

Who is required to comply with Federal civil rights laws?

If you receive Federal funds or assistance, such as a grant or agreement, from the U.S. Department of Agriculture (USDA), Forest Service, by law you must provide equal opportunity for all people to participate in the programs and activities you offer. For example, you should not deny or exclude anyone from programs, services, aids, or benefits. Also, you must not retaliate in any manner against a person who files a complaint or opposes any unlawful or discriminatory practice. The back of this brochure shows Federal civil rights laws that apply.

This brochure provides a basic overview of your responsibilities for ensuring nondiscrimination in the delivery of your programs and activities to the public on bases covered by Federal law. These bases include race, color, national origin, sex (in educational programs or activities), age, and disability.

What are some types of Federal funding and assistance?

- Federal monies given by grants, subgrants, cooperative agreements, challenge cost-share agreements, cost-reimbursable agreements, or loans
- Training presented by a Federal agency
- Loan/temporary assignment of Federal personnel (e.g., a Forest Service employee instructing a course at a local university)
- Loan or use of Federal property at below market value

Are you a recipient of Federal funding and assistance?

You are a recipient if, through a partnership with the Forest Service, you receive Federal funding or assistance (either directly or through another recipient) to conduct a program you offer to the public.

- Any individual receiving Federal funding or assistance
- A State or local government
- American Indian or Alaska Native individual, Tribe, corporation, or organization

- Any public or private agency, institution, or organization (e.g., university, college, or nonprofit)

What are your responsibilities for complying with Federal civil rights laws?

As a partner with the Forest Service, your responsibilities for complying with Federal civil rights laws include, but are not limited to:

- Signing a nondiscrimination assurance clause certifying that you will comply with civil rights laws (SF-424B or SF-424D). If you have subrecipients, obtain a signed assurance from them. An example of a subrecipient is a local community organization receiving a subgrant from a State forestry agency.
- Displaying the “And Justice for All” USDA poster (AD-475A) in your public reception areas or other areas visible to the public. Contact your local Forest Service office to obtain copies.
- Including in any of your publications and outreach materials related to a grant or agreement project a statement of affiliation with the Forest Service, e.g., “This publication made possible through a grant from the USDA Forest Service.” OR “This research was conducted in cooperation with the USDA Forest Service.” OR “This research was funded by a grant from the USDA Forest Service.”
- Providing program information in alternative formats for people with disabilities and in alternative languages for people with limited English proficiency (LEP), as appropriate to your customer base.
- Developing a language access plan to translate or interpret vital documents free of charge to your customers when needed or requested by local members of the public with LEP. Visit <http://www.lep.gov/lepbrochure.pdf>.
- Identifying a person to be responsible for ensuring your program is in compliance with civil rights requirements.

- Reviewing all your policies, procedures, and practices to ensure they do not limit participation on the basis of race, color, national origin, age, disability, or sex (in educational programs and activities).
- Evaluating the accessibility of your programs and facilities. If they are not now accessible, develop a transition plan for making them accessible and then carry out the plan as appropriate.
- Ensuring that your staff understands their civil rights responsibilities, including their role in the USDA complaint process.
- Providing outreach to a wide variety of communities to ensure diversity if you advertise or market your program.
- Providing the Forest Service with demographic information on program participation based on race, national origin, sex, age, and disability, where applicable.
- Including in your publications and outreach materials the following statement about nondiscrimination and how to file a complaint:

“In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this organization is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is also available in languages other than English.



City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Direction on Active Code Enforcement Cases

AGENDA: SPW Committee

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:

Section 320 of the City Code dictates that violations of the City Code shall, after receiving a notice of violation, be issued up to three administration citations for non-compliance. Once three citations have been issued, the violation shall be brought before the Safety & Public Works Committee for review. The Committee shall then make a recommendation to the City Council as to how to proceed with enforcement of the violation. Staff is bringing two (2) properties before the Committee for review. Staff is looking for direction from the Council as to how to proceed with the cases.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Attached are the case files for:

813 Holly Street
1017 10th Ave NE

Section 320, action that could be taken against this property include:

- 1) Continued administrative citations for an amount determined by the City Council
- 2) Abatement of the offense (depending on the type of offense)
- 3) Legal action (at the recommendation of the City Attorney depending on the type of the offense)
- 4) Cease corrective action

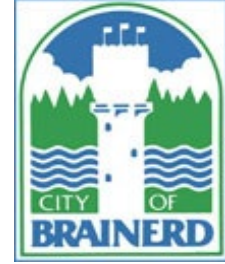
RECOMMENDED ACTION/MOTION:

1) Staff recommends a \$300 citation and abatement of 813 Holly Street. All future animal feces violations within one year of the last violation will receive a \$300 citation and abatement.

2) Staff recommends abatement of the junk/debris at 1017 10th Ave NE.

FINANCIAL IMPACT: N/A

MEMO



TO: Mayor and City Council
FROM: James Kramvik, Community Development Director
DATE: August 19th, 2024
RE: Recommendations for Active Code Enforcement Cases

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

- **813 Holly – repeat offense**
 - Animal Feces – Staff is bringing this to SPW due to repeat offenses and because of health and safety concerns to neighboring properties.

Staff recommends a \$300 citation and abatement of the property. All future animal feces violations within one year of the last violation will receive a \$300 citation and abatement.

- **1017 10th Ave NE – repeat offense**
 - Received one (1) Immediate Citation for Junk/Debris/Blight 8/5/2024
 - \$300 in open citations

Staff recommends immediate abatement of the property.

Running Summary of Actions Taken

1005 3rd Ave NE – Administrative warrant received, and property was abated 5/4/23 - junk and debris - \$825 in open fines to be assessed.

915 Laurel Street – Administrative warrant received 5/30/23. Abated 6/9/23 - \$1,925 in open fines to be assessed.

1306 Oak Street – Immediate \$300 fine for garbage – Administrative warrant received 5/23/23. Abated 6/2/23.

1306 Oak Street – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

1201 Norwood – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

924 7th Ave NE – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

408 2nd Ave NE – Repeat grass issue – Immediate \$300 fine and immediate abatement for long grass/weeds took place 6/2/23.

1113 Rosewood St – Administrative warrant received, and property was abated for garbage and junk/debris/blight 6/22/23.

924 7th Ave NE – 3rd citation for tree limbs, brush pile sent to property owner – abated 6/30/23.

1812 Oak St – Administrative warrant received, and property was abated for garbage and junk/debris 7/26/23.

1306 Oak Street – Immediate \$300 fine for garbage – received administrative warrant 8/14/23 to abate garbage. Abated 8/21/23.

1306 Oak Street – Received administrative warrant 8/14/23 to abate broken fence. Abated 8/21/23.

412 J St NE – Requested administrative warrant 8/18/23 to abate junk/debris. Abated 8/23/23.

1113 Rosewood St – Immediate \$300 fine for garbage - requested administrative warrant 8/1; 8/28 to abate garbage. Abated 9/5/23.

609 11th Ave NE – Sent final 10-day letter to correct 8/22/23. Will obtain an administrative search warrant to abate after the deadline if no action. Requested warrant 9/12/23. Abated 10/2/23.

PID 41191502 – exterior structure - Issuing \$300 citation each month thru 12/1/2023. \$1,800 open citations. Recheck in May 2024.

PID 41241233 and 301 9th St S – Sent 10-day letters to correct 8/22/23. Will work on abatement after that deadline if no action has been taken. Issue has been resolved.

1623 Emma St – Requested administrative search warrant to abate 9/6/23. Resident resolved-no abatement needed.

1005 3rd Ave NE– Requested administrative search warrant to abate 9/6/23. Abated 9/29/23.

915 Laurel St– Requested administrative search warrant to abate 9/6/23. Abated 9/26/23.

823 Willow St – Issuing \$300 citation monthly for non-licensed rental. Requested legal action from City Attorney 9/6/23.

701 4th St SW– Issuing \$300 citation monthly for non-licensed rental. Requested legal action from City Attorney 9/6/23. The property owner has submitted an application for a short-term rental to be heard at Planning Commission 12/20/23.

1424 8th St S – Requested administrative search warrant to abate 9/19/23. Property owners complied-no abatement needed.

15284 Beaver Dam Rd – Issuing \$300 citations for non-licensed rental. Have been working with the tenants who signed a lease with the property owner. Property manager applied for and received a Rental License on 12/5/23.

303 J St NE – Issuing a \$300 citation each month until the fence is corrected.

1306 Oak St – Repeat garbage issue. Obtained warrant 11/16/23 to abate the garbage.

1113 Rosewood St. – Repeat garbage issue. Obtained warrant 11/22/23 to abate the garbage.

319 9th St N. – Sent 10-day letter of abatement 11/21/23. Warrant was received due to non-compliance on 12/8/23. The vehicle was towed 12/11/23.

1306 Oak St – Repeat garbage issue. Obtained warrant 02/06/24 to abate the garbage.

804 19th St SE – Obtained administrative warrant and abated junk/debris 3/21/2024.

1017 10th Ave NE – Obtained administrative warrant and abated junk/debris 3/22/2024.

1420 Quince St – Administrative warrant to abate junk/debris received 5/6/2024. Owner removed junk and debris.

1424 8th St S – Final 10-day letter sent to property owner for junk/debris 5/7/2024 prior to administrative warrant. Owner complied prior to abatement. No action taken.

1119 13th St SE – Final 10-day letter sent to property owner 5/7/2024 for unlicensed/inoperable vehicles. Property owner paid the fines and will have everything cleaned up by June 1st. Reinspection scheduled for June 3rd. Owner complied and the case was closed.

813 Holly St. – Final 10-day letter sent to the property owner for animal feces 5/7/2024 – no action needed, as owner complied and cleaned up. Another nuisance letter went out 5/16/2024 with action needed again to clean up dog feces. Owner was told to they need to address the issue every two days.

1306 Quince St – Sent 10-day final letter 6/18 for abatement; Issued was resolved by mortgage company.

918 4th Ave NE – Sent letter of monthly citations 6/18 until resolved.

401 Holly – Requested administrative warrant to abate the outdoor storage issue 6/18. Homeowner removed items under tarp.

523 Grove St – Spoke to homeowner – submitting a remodel permit. Reinspection September 1st.

319 9th St N. – Abated junk/debris and hazardous materials 7/8/24

401 4th Ave NE – Homeowner took care of the issues – no action taken

408 2nd Ave NE – Obtained a warrant on 7/17/24 to abate the Japanese Knotweed.







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

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN24-0465

Date of Violation: 08/05/2024

Parcel ID: 41191194

Violator(s): HUNTER, IVY RAE
6078 DONALD ST
BAXTER, MN 56425

Location/Address of Violation: **1017 10TH AVE NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 308.1	Junk/Debris/Blight	\$300.00

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

Citation Amount Due: \$300.00

Payment Due By: 30 Days from Date of Violation

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

Re-inspection Date: 08/15/2024

For uncorrected or continued violations, the City may correct the violation and assess the charges for doing so.

An additional citation will be issued if the violation is not corrected by the re-inspection date.

Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.

Unpaid fines, including an administrative charge of \$25.00 plus interest of the total balance, will be assessed against the property of the owner charged with the violation.

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

Representative: Jason Stockinger, Building Inspector

Date: 08/05/2024

Representative's Signature:

(served via first class mail)











City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Accept Retirement of Water Plant Operator Daniel Bourassa

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Patrick Wussow, Interim Public Utilities
Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: Dan Bourassa submitted his retirement notice on Tuesday, August 6, 2024. Dan's last working day will be Monday, October 7, 2024, and his date of retirement will be Monday, November 4, 2024.

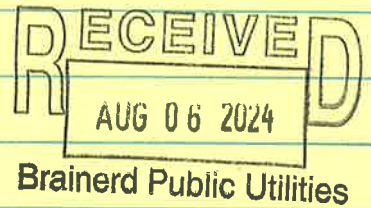
ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff is not requesting to backfill this position at this time. With the Water Plant automation, staff would like a chance to analyze the need and will bring it before the Council for approval if they find that backfilling is the best option.

RECOMMENDED ACTION/MOTION: Motion to accept with regret the retirement of Water Plant Operator Daniel Bourassa effective November 4, 2024, and authorize his severance payout per the IBEW Local No. 31 BPU Union Contract.

FINANCIAL IMPACT:

I Dan Bourassa plan to retire
on November 4th ²⁰²⁴, my last working Day
will be on October 7th 2024

Dan Bourassa
8-6-24





City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Accept the Resignation of Lineworker Dallas Moorhouse

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Patrick Wussow, Interim Public Utilities
Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: Lineworker Dallas Moorhouse submitted his resignation letter on August 7, 2024. Dallas's last working day will be September 3, 2024.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to accept Mr. Moorhouse's resignation effective September 3, 2024; further, to authorize Staff to backfill his position during the current Lineworker hiring process.

FINANCIAL IMPACT: The position is included in the 2024 budget.

8-7-24

To whom it may concern,

I'm writing to inform you of my Resignation from Brainerd Public Utilities. My last day of employment with BPU will be September 3, 2024. I am grateful for the opportunity to have been employed by BPU. I respectfully decline an exit interview at this time.

Sincerely,



Dallas Moonhouse

Trent Hawkinson  8-7-24 15:00



City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Ratify Hiring Jake Sipper for Street Maintenance I Position

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: We received 24 applications for the Maintenance I position with 4 candidates interviewed. Staff offered the position to Jake Sipper who started with us on August 12, 2024, at Step 3 of the 2024 Maintenance I wage grid (\$27.11 per hour).

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Ratify the hiring of Jake Sipper for the Street Maintenance I position effective August 12, 2024; further, that he be placed on Step 3 of the Maintenance I wage grid (\$27.11 per hour).

FINANCIAL IMPACT: This position was included in the 2024 budget.



City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Approve Reclassification of Jessie Dehn to City Engineer

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: HR

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

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: On August 5, 2024, the City Council authorized restructuring the Public Works Department and also authorized Staff to begin advertising for the modified City Engineer and Public Works Director positions. We posted the City Engineer position internally and our current City Engineer/Public Works Director Jessie Dehn was the only applicant for the position. City Administrator Broyles and HR Director Schubert met with Mr. Dehn to discuss the potential reclassification and expectations for the position. We are recommending that Jessie Dehn be reclassified to the City Engineer position effective January 1, 2025, assuming the Public Works Director position is filled by that time. Please note that we believe that the January 1st timeframe will allow for a couple of weeks of training overlap for the new Public Works Director.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Mr. Dehn is currently on Step 3 of the City Engineer/Public Work Director wage grid (\$56.65 per hour). We are recommending that he be placed on Step 5 of the City Engineer's wage grid as of 1/1/25 following the Council's initial step placement criteria. Please note that Step 5 of the City Engineer's wage grid is currently \$52.86 per hour. Mr. Dehn has requested that the benefits for the City Engineer position be similar to the Municipal Utility Division Managers, which follows the Department Head benefit structure for vacation accrual and life insurance coverage. That would require an amendment to the Employee Policy Manual to remove references for the Municipal Utility Division Managers and replace with Division Managers. Staff agrees with the EPM amendment request due to the Professional Engineer licensure requirement for the City Engineer position, specifically because Brainerd is required to either have a City Engineer on staff or contracted with pursuant to state law.

Staff plans to begin advertising for the Public Works Director position after Council makes a determination on Mr. Dehn's reclassification.

RECOMMENDED ACTION/MOTION:

Motion to:

1. Reclassify Jessie Dehn to the City Engineer position effective January 1, 2025, assuming the Public

Works Director position is filled by that time; further, that he be placed on Step 5 of the City Engineer wage grid (currently \$52.86 per hour) when he is reclassified.

2. Authorize Staff to modify the Employee Policy Manual to remove references for the Municipal Utility Division Managers and replace with Division Managers; further, that the City Engineer position be included as a Division Manager.

FINANCIAL IMPACT: This will not affect the 2024 budget as Mr. Dehn's wage will remain as budgeted for the remainder of the year.



City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Discussion of Preliminary 2025 Debt Levy

AGENDA: P&F Committee

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Connie Hillman, Finance Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Please see the attached memo and attachment regarding how the debt levy is calculated, assumptions used by Staff, and information on the overall debt of the City.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION:

Discussion and review of Staff's assumptions, and the preliminary 2025 debt levy.

FINANCIAL IMPACT:

MEMO



TO: Mayor and Council

FROM: Connie Hillman, Finance Director

DATE: August 13, 2024

RE: 2025 Debt Levy

All of the City's bonds have been structured with a February 1st (principal and interest) and August 1st (interest only) debt payment, with the exception of the bonds issued for the airport extension project (April 1st and October 1st payment structure) and the Build America Bonds for the wastewater treatment plant (August 20th and March 20th).

The City has several different types of current outstanding bond issues. The bonds are General Obligation (GO) bonds which means if the designated source of revenue to pay the bonds is not available, the City can levy for the payments. The table below is a summary of the types of bonds and the revenue source to pay the debt service:

Bond Type	Use of Bond Funds	Source to pay Debt Service
Tax Abatement	Memorial Park	Taxes and Levy
Improvement or Assessment Bonds	Road Improvement Projects	Assessments and Levy
Build America Bonds	Wastewater Treatment Plant	Charges for Services
Revenue Bonds	Water, Electric, Sanitary and Storm Sewer projects	Charges for Services
Equipment Certificates	Equipment	Levy

The Build America and revenue bonds are paid for by the enterprise funds (BPU, Sanitary and Storm Sewer funds). The rates paid for the services includes the repayment of debt. Since the City does not receive its primary source of revenue payments, LGA and property taxes, until July, the debt levy that is needed for 2025, is to pay for the August 2025 and February 2026 debt service payments. The City needs to have enough cash on December 31st to pay the February bond payments.

The City, through the capital levy, is trying to be in a place where equipment and facility improvements can be done without having to issue debt. The last bonds for facilities and equipment were issued in 2020. Long-term capital planning really started in 2018 with the establishment of the 30-year capital plan. Consequently, the City would only need to issue improvement and revenue bonds.

Calculating the Debt Levy

Attached you will find the preliminary debt levy calculation.

- We start with the cash balance of the debt service funds (issues repaid with assessments and levy dollars) as of August 13, 2024. This balance takes into account the interest payments that were due August 1st.
- Staff then estimated what would be received in December for the 2024 levy and assessments to arrive at the projected 12/31/2024 balance (yellow column) by assuming:
 - 100% of the 2024 levy would be collected. We are usually about 96-98% collections in the year of the levy. Staff assumed 100% because any delinquent taxes collected would make up the 2-4% non-collection rate. The amount received for 2024 levy in June/July was then subtracted to estimate the December collections.
 - 98% of the certified 2024 assessments would be collected in 2024. The amount of assessments collected in June/July were then subtracted to estimate the amount to be received in December.
 - There was no estimate for any pay offs of assessments received either by the County or the City.
- The 2024 debt levy was for the August 2024 and February 2025 debt payments. The white boxed column is the scheduled February 2025 interest and principal payments.
- The green column is the projected cash after the February debt payment. It is estimated the City will have about \$1,031,000.
 - As Staff mentioned during the 2023 audit presentation, there is a concern in the current environment that arbitrage might be an issue. Staff has discussed with Baker Tilly and they agree that we wouldn't want to take all of the prepaid assessment amount in one year. A systematic approach of using the estimated cash balance at 2/1/25 is preferred. Staff will continue to discuss with Baker Tilly.
- To calculate the 2025 debt levy, we take the scheduled payments for August 2025 and February 2026 (peach columns). We then add 5% for any non-tax payments. From this amount we subtract any special assessment payments that we estimate to receive. Staff did use 100% collection rate on the assessment amount for collections in 2025. Assumed that the 5% amount added to the scheduled debt payments would account for any non-payments or deferments. For the equipment certificates, we have reduced the amount of the levy needed by the amount that the

City will collect from the entities the City provides fire protection services. All of this is represented in the grey column – “Calculated 2025 Levy.”

- The proposed levy is then further decreased based on the projected cash balance as of February 1, 2025 (the green column). Staff took 100% of the projected cash balance as of February 1, 2025, and then divided it by the number of years remaining of the issue to reduce the 2025 debt levy.
- In 2023, rather than closing out two bond funds into the capital equipment fund that had a combined cash balance of \$71,639, the Council elected to reduce the debt levy by 1/3 of the cash balance (\$23,641) over the next 3 years.
- The City will need to issue debt for the 2024 construction projects this fall. Since the debt has not been issued yet, the interest rate as well as the scheduled debt payments are all estimates at this point. The total debt issue is going to be about \$3.5 million. \$1.9 million will be revenue bonds with the repayments being charges for services and \$1.6 million will be improvement/assessment bonds, with \$820,000 being paid for by special assessments. The difference is then the levy amount.
- The 2024 debt levy was \$977,194. The proposed, preliminary 2025 debt levy is currently calculated at \$765,000, a decrease of just over \$212,000.

Next Steps

This item appears on the August 19, 2024 agenda for Council discussion and review of Staff's assumptions. Staff will update the debt levy when the 2024 debt is issued and when additional information becomes available.

2025 DEBT SERVICE LEVY CALCULATION - AS OF 8/13/2024

					2/1/2025 Scheduled Prin & Int Payments	Projected 2/1/2025 Balance	8/1/2025 Scheduled Interest Payments	2/1/2026 Scheduled Prin & Int Payments	105% Over levy	2025 Estimated Special Assmts	Calculated 2025 Levy	Proposed 2025 Levy	2024 Debt Levy	
Project			Issue Maturity Date	8/13/2024 Cash Bal	Projected 12/31/2024 Balance									
Fund 310	Equip Certs			\$192,685	\$232,625	\$118,000	\$114,625	\$6,900	\$116,900	\$129,990	\$41,167	\$88,823	\$84,883	\$86,629
	2020A	Ladder truck, street sweeper, and loader	2030			\$118,000		\$6,900	\$116,900	\$129,990	\$41,167	\$88,823	\$84,883	\$86,629
Fund 315	2015A Improvement Bonds	Willow, 10th Ave NE, NE Garfield Street Project, S 5th St Mill and Overlay	2025	\$54,317	\$78,928	\$80,900	(\$1,972)	\$0	\$0	\$0	\$0	\$0	\$0	\$45,582
Fund 317	2013A Improvement Bonds	SW 4th, East River Road, N 8th St, 13th Ave NE: N to O, Ivy	2024	\$12,405	\$12,405	\$0	\$12,405	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fund 320	2015B Improvement Bonds	28th Street	2026	\$54,690	\$66,625	\$20,550	\$46,075	\$275	\$20,275	\$21,578	\$10,700	\$10,878	\$0	\$0
Fund 302	2018A Improvement Bonds	Jackson St, Buffalo Hills Land Resurf, S 6th St East Frontage Road, NW Brainerd Resfur	2028	\$135,242	\$164,027	\$85,025	\$79,002	\$3,825	\$88,825	\$97,283	\$11,076	\$86,206	\$55,932	\$53,865
Fund 307	2020A Improvement Bonds	Northeast Brainerd: 11th Ave, J St, P St & 10th Ave, L St, O St & 10th Ave, B St NE, and 5th Ave Recon	2031	\$217,565	\$270,477	\$129,800	\$140,677	\$8,600	\$128,600	\$144,060	\$42,769	\$101,291	\$73,905	\$74,890
Fund 303	2020A Tax Abatement Bonds	Memorial Park Project	2035	\$106,702	\$151,343	\$90,400	\$60,943	\$9,600	\$89,600	\$104,160	\$0	\$104,160	\$94,126	\$96,772
Fund 305	2021A Improvement Bonds	Southeast Brainerd- 16th SE; 15th SE, Walnut, St. Louis Ave, NW 3rd and Jackson, Pine, Chicago, Portland, and Madison	2032	\$304,269	\$391,692	\$178,923	\$212,769	\$25,173	\$180,173	\$215,612	\$51,667	\$163,945	\$129,609	\$131,933
Fund 306	2023A Improvement Bonds	Oakridge Road, N 6th, 7th and 3rd, and Juniper	2034	\$333,697	\$547,101	\$218,876	\$328,225	\$49,750	\$239,750	\$303,975	\$43,969	\$260,006	\$219,596	\$234,523
	2024A - South Brainerd *** Not Issued Yet		2035		\$0	\$0	\$0	\$42,500	\$162,500	\$215,250	\$108,300	\$106,950	\$106,950	\$0
	Close out of Bond Funds (316 and 321)				\$72,774	\$49,133	\$0	\$49,133				(\$23,641)		
	Close out of Bond Funds (315 and 317)							(\$10,433)						
	Repayment of BPU Loan											\$0	\$0	\$125,000
	Repayment of LMCIT Loan											\$0	\$0	\$128,000
Totals				\$1,484,346	\$1,964,355	\$922,474	\$1,031,448	\$146,623	\$1,026,623	\$1,231,907	\$309,649	\$898,618	\$765,000	\$977,194

Projected 12/31/23 Cash Balance

Actual 12/31/23 Cash Balance

Difference

\$1,809,552

1,800,921

(\$8,631)

(\$212,194)



City Council Agenda Request

MEETING DATE: August 19, 2024

TITLE OF ITEM: Request from Brainerd Public Utilities to Convert Parking Stalls in the City Hall Parking Lot to Electric Vehicle Charging Stalls

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Patrick Wussow, Interim Public Utilities Director

DEPARTMENT: Public Utilities

PRESENTER: Patrick Wussow, Interim Public Utilities Director

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE: Brainerd Public Utilities (BPU) is considering applying for a grant to bring Electrical Vehicle (EV) charging to downtown Brainerd. The grant will cover the cost of the required five charging stations, BPU will cover the cost of installation and bringing the necessary electricity to the site. BPU staff have reviewed a variety of locations and is proposing that the site identified on the attached map as City Hall parking may be the best site with the least number of disruptions. Five parking stalls are required for this grant application with a variety of different levels of charging.

The positives are that the site is highly visible for EV users, the site is maintained year round by the City, it is in downtown Brainerd, it does not eliminate or use required parking lots of an existing business, it is owned by the City of Brainerd, and it is relatively close to the necessary infrastructure. This site at the intersection of Laurel St. and S 6th st. Would provide high visibility for EV users.

In this parking lot, the city currently collects rent/leases, has assigned parking for employees, and has limited short-term free parking. When the issue was discussed with staff from City Hall, it was recommended that the city maintain the rented/leased parking stalls but move them as depicted on the attached map. This would result in several of the city hall employees parking in the center of the parking lot, which is also available to the general public.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Authorize BPU to apply for a grant and convert five parking stalls to EV charging stations

FINANCIAL IMPACT: Zero cost to taxpayers, the BPU Commission wants to promote downtown Brainerd by providing this service to electric vehicle users.



City of Brainerd | City Parking Lots

STATE HWY 210

S 4TH ST

FRONT ST

S 6TH ST

S 8TH ST

S 9TH ST

MAPLE ST

LAUREL ST

S 8TH ST

S 7TH ST

S 5TH ST

Burlington (59)

Front St (25)

Laurel St (27)

Alley 7th-8th (16)

Alley 6th-7th (16)

City Hall (16) (9) (6)

Post Office

Historic Courthouse

Library North (76)

Library



Legend

City Parking Lots

Free

Reserved

- Staff
- Leased
- EV

City Hall

S 6TH ST

LAUREL ST



Print Date
9/9/2014

This map is intended for reference purposes only and is not a legally recorded map nor survey.
The City of Brainerd shall not be liable for any damages or claims that arise due to accuracy,
availability, use, or misuse of the information herein pursuant to MN Statutes 466.03 Subd 21.

