



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, April 21, 2025 @ 7:30 PM

The public is invited to attend these meetings in person

Attend by phone: 1-844-992-4726

City Council - Meeting Access Code: 2491 650 1821

Personnel and Finance Committee held: 2nd Floor Conference Room at 7:00 PM

Safety and Public Works Committee held: Council Chambers at 6:45 PM

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

1. **Call To Order**

2. **Roll Call**

___ K. Bevans ___ J. Czezok ___ G. Johnson ___ K. Stunek ___ K. Yeager ___ T. Erickson
___ M. O'Day ___ Mayor Badeaux

3. **Pledge of Allegiance**

4. **Approval Of Agenda - Voice Vote**

5. **Consent Calendar**

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

A. **Approval of Bills**

B. **Approval of Minutes**

C. **Department Activity Reports**

D. **Approve MN Lawful Gambling Premise Permit Submitted by Baxter Snowmobile Club for Premise at Last Turn Brew Pub 214 S 8th St**

E. **Approve Event/Street Closure Application- Memorial Day Parade**

F. **Approve Event/Parking Lot Closure Application- GnarBQ**

G. **Ratify Hiring 2025 Summer Temporary Employees**

H. **Adopt Resolution Accepting 1st Quarter Donations**

6. **Public Forum**

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

7. **Council Committee Reports**

A. **Safety & Public Works Committee**

1. Direction on Active Code Enforcement
2. Adopt Resolution Approving the Lakes Area Drug Investigative Division Joint Powers Agreement
3. Adopt Resolution for Grant Agreement and Award Bids - Imp 24-07 - Lowell Safe Routes to School Project
4. Adopt Resolution Approving Cooperative Construction Agreement - TH 371B/Willow Street Roundabout Project
5. Approve Event/Parking Lot Closure- Farmers Market Application with DDBC
6. Award Bid - Imp 25-01 - 2025 Chip Seal Project
7. Consider Transit Consultant Services
8. Approve Placement of Large Planter Near Holiday Station by The High School
9. Discussion and Review of New City Ordinance of Street Performers/Buskers

B. **Personnel & Finance Committee**

1. Approve Library Exterior and Mechanical Repairs Project - Price Proposal
2. Review Draft Ordinance Ending Future Rural Service District Properties
3. Authorize Backfilling the Meter Serviceworker Position
4. Accept Resignation of Officer Colton Gutenkauf
5. Approve the Hiring of CSO Jackson Flett
6. Approve the Reclassification of Brandon Burgau from Police Intern to CSO

8. **Unfinished Business**

A. **Call for Applicants**

Mayor Recommended: (terms to expire on 12/31 of said year)
Charter Commission – **2 terms** (Expire 2025) **2 terms** (Expire 2026)
Housing & Redevelopment Authority -- **1 term** (Expire 2027)
Library Board-- **1 term** (Expire 2027)

Public Utilities Commission—**1 term** (Expire 2028)
Transportation Advisory Committee- **2 terms** (Expire 2025) **1 term** (Expire 2026)

Council President Recommended: (terms expire on 12/31 of said year)
Water Tower Committee—**2 terms**

- B. **Adopt Resolution Denying CUP - My Neighbor to Love**
- C. **First Reading of Proposed Ordinance 1582 - Establishing Process for Cannabis Retail Registration**
- 9. **New Business**
 - A. **Public Hearing and Adopt Resolution - Order Improvement and Order Preparation of Plans - Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project**
 - B. **Consider Conditional Use Permit for the Construction of a Church - 1511 Northern Pacific Rd (1481 location)**
 - C. **Consider Conditional Use Permit for Expansion of Adult Day Care Services - 1919 S 6th St**
 - D. **Consider Interim Use Permit Renewal for a Short-Term Rental - 714 7th St S**
 - E. **First Reading - Proposed Ordinance 1581 to Consider Data Center Ordinance**
- 10. **Staff Reports**
(Verbal: Any Updates since Packet)
- 11. **Mayor's Report**
- 12. **Council Member Reports**
- 13. **Adjourn**
 - A. **Adjourn to Closed Session per MN Statute 13D.03 Subd.3(c)3 to Consider Offers for the Sale of the Annex**
 - B. **Adjourn to closed session for discussion of litigation strategy protected by the attorney-client privilege, as permitted by MN Statutes, 13D.05, Subd 3(b). The specific subject to be discussed, pursuant to MN Statutes, 13D.01, Subd 3, are the legal positions and strategy in the interest arbitration between the City and Teamsters General Local Union No. 346, BMS Case No. 25PN0773.**
 - C. **Adjourn to Council Workshop on April 28, 2025, at 6:30 pm in City Council Chambers to Discuss Priorities**
- 14. **Council Communications**
 - A. **Email Requesting Minutes from 4/7 Council Meeting**

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

MISSION

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

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 2740 - AT&T MOBILITY:							
X03032025/FIRE							
87174	AT&T MOBILITY	02/25/2025	03/13/2025	344.07	0.00	Paid	Y
	ACCT 287312856222 FIRE DEPT PHONES pziemer						03/13/2025
	225-2220-43321 TELEPHONE			344.07			
X03032025/ADMIN							
87198	AT&T MOBILITY	02/25/2025	03/13/2025	99.86	0.00	Paid	Y
	ACCT 287292136423 ADMIN PHONES 1/26-2/pziemer						03/13/2025
	101-1400-43321 TELEPHONE			99.86			
X03032025/CDD							
87199	AT&T MOBILITY	02/25/2025	03/13/2025	149.79	0.00	Paid	Y
	ACCT 287292136423 COM DEV PHONES 1/26-2/pziemer						03/13/2025
	101-2400-43321 TELEPHONE			149.79			
X03032025/ENG							
87200	AT&T MOBILITY	02/25/2025	03/13/2025	359.29	0.00	Paid	Y
	ACCT 287292136423 ENG PHONES 1/26-2/pziemer						03/13/2025
	101-1700-43321 TELEPHONE			226.25			
	101-1700-43321 TELEPHONE			49.93			
	238-3160-43321 TELEPHONE			41.55			
	238-0000-13200 DUE FROM OTHER GOVTS			41.56			
X03032025/IT							
87201	AT&T MOBILITY	02/25/2025	03/13/2025	119.86	0.00	Paid	Y
	IT PHONES ACCT 287292136423 1/26-2/pziemer						03/13/2025
	101-1800-43321 TELEPHONE			119.86			
X03032025/PKS							
87202	AT&T MOBILITY	02/25/2025	03/13/2025	187.62	0.00	Paid	Y
	ACCT 287292136423 PARKS DEPT 1/26-2/pziemer						03/13/2025
	230-5200-43321 TELEPHONE			167.62			
	230-5204-42210 OPERATING SUPPLIES			20.00			
X03032025/STRTS							
87203	AT&T MOBILITY	02/25/2025	03/13/2025	209.50	0.00	Paid	Y
	ACCT 287292136423 STREETS PHONES 1/26-2/pziemer						03/13/2025
	235-3100-43321 TELEPHONE			88.16			
	237-3190-43321 TELEPHONE			121.34			
X03032025/TRANSIT							
87204	AT&T MOBILITY	02/25/2025	03/13/2025	49.93	0.00	Paid	Y
	ACCT 287292136423 TRANSIT PHONE 1/26-2/pziemer						03/13/2025
	203-9000-43321 TELEPHONE			49.93			
X03032025/HR							
87209	AT&T MOBILITY	02/25/2025	03/13/2025	49.93	0.00	Paid	Y
	ACCT 287292136423 HR PHONE 1/26-2/pziemer						03/13/2025
	101-1400-43321 TELEPHONE			49.93			

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
X03032025/PD 87229	AT&T MOBILITY ACCT 287287520356 PD COMP SUPPORT/PH(pziemer 225-2120-43309 COMPUTER TECHNICAL SUPPORT 225-2120-43321 TELEPHONE	02/25/2025	03/13/2025	2,067.42 726.37 1,341.05	0.00	Paid	Y 03/13/2025
	Total for vendor 2740 - AT&T MOBILITY:			3,637.27	0.00		
Vendor 0079 - BRAINERD LICENSE OFFICE:							
SQD 442 - 2025 87279	BRAINERD LICENSE OFFICE REGISTRATION SQUAD 442 225-2120-42221	03/12/2025 pziemer	03/12/2025	21.25 21.25	0.00	Paid	Y 03/12/2025
	SQUAD CAR REPAIR SUPPLIES Total for vendor 0079 - BRAINERD LICENSE OFFICE:			21.25	0.00		
Vendor 0307 - CENTERPOINT ENERGY:							
92166-0/FEB25/CH 87182	CENTERPOINT ENERGY 1/15/25-2/13/25 CITY HALL/ANNEX UTILIT(pziemer 101-1940-43380 UTILITIES 101-1940-43380 UTILITIES	02/21/2025	03/13/2025	2,130.09 1,354.74 775.35	0.00	Paid	Y 03/13/2025
92166-0/FEB25/STRTS 87183	CENTERPOINT ENERGY 1/15/25-2/13/25 STREETS -PW GARAGE pziemer 235-3100-43380 UTILITIES	03/21/2025	03/13/2025	1,619.08 1,619.08	0.00	Paid	Y 03/13/2025
92166-0/FEB25/PKS 87184	CENTERPOINT ENERGY 1/15/25-2/13/25 PARKS UTILITIES -PW (pziemer 230-5200-43380 UTILITIES	02/21/2025	03/13/2025	1,619.08 1,619.08	0.00	Paid	Y 03/13/2025
92166-0/FEB25/FD 87185	CENTERPOINT ENERGY 1/15/25-2/13/25 FIRE DEPT UTILITIES pziemer 225-2220-43380 UTILITIES 225-2220-43380 UTILITIES	02/21/2025	03/13/2025	1,375.19 827.90 547.29	0.00	Paid	Y 03/13/2025
92166-0/FEB25/PD 87186	CENTERPOINT ENERGY 1/15/25-2/13/25 POLICE DEPT UTILITIE(pziemer 225-2120-43380 UTILITIES	02/21/2025	03/13/2025	882.18 882.18	0.00	Paid	Y 03/13/2025
92166-0/FEB25/LIB 87187	CENTERPOINT ENERGY 1/15/25-2/13/25 LIBRARY UTILITIES pziemer 211-5500-43380 UTILITIES	02/21/2025	03/13/2025	2,389.36 2,389.36	0.00	Paid	Y 03/13/2025
	Total for vendor 0307 - CENTERPOINT ENERGY:			10,014.98	0.00		

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 1343 - CHARTER COMMUNICATIONS:							
138389901030725							
87302	CHARTER COMMUNICATIONS	03/07/2025	03/20/2025	120.00	0.00	Paid	Y
	REDUNDANT INTERNET 3/12/25-4/11/25	pziemer					03/20/2025
	101-1800-43321	TELEPHONE		120.00			
	Total for vendor 1343 - CHARTER COMMUNICATIONS:			120.00	0.00		
Vendor 0125 - CONSOLIDATED TELEPHONE CO:							
21550947/AIR							
87303	CONSOLIDATED TELEPHONE CO	03/12/2025	03/20/2025	141.63	0.00	Paid	Y
	3/12/25-4/11/25 AIRPORT SPECIAL CIRC	pziemer					03/20/2025
	260-9020-43321	TELEPHONE		141.63			
21550947/IT							
87304	CONSOLIDATED TELEPHONE CO	03/12/2025	03/20/2025	464.75	0.00	Paid	Y
	IT PHONE/INTERNET 3/12/25-4/11/25	pziemer					03/20/2025
	101-1800-43321	TELEPHONE		464.75			
21550947/PARKS							
87305	CONSOLIDATED TELEPHONE CO	03/12/2025	03/20/2025	245.81	0.00	Paid	Y
	3/12/25-4/11/25 PARKS INTERNET/PHONE	pziemer					03/20/2025
	230-5200-43321	TELEPHONE		245.81			
21550947/CH							
87306	CONSOLIDATED TELEPHONE CO	03/12/2025	03/20/2025	54.52	0.00	Paid	Y
	3/12/25-4/11/25 CITY HALL INTERNET/P	pziemer					03/20/2025
	101-1940-43321	TELEPHONE		54.52			
21550947/FD							
87307	CONSOLIDATED TELEPHONE CO	03/12/2025	03/20/2025	100.00	0.00	Paid	Y
	3/12/25-4/11/25 FIRE DEPT PHONES/INT	pziemer					03/20/2025
	225-2220-43321	TELEPHONE		100.00			
21550947/PD							
87308	CONSOLIDATED TELEPHONE CO	03/12/2025	03/20/2025	144.79	0.00	Paid	Y
	3/12/25-4/11/25 POLICE DEPT PHONES	pziemer					03/20/2025
	225-2120-43321	TELEPHONE		94.79			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		50.00			
21550947/STRTS							
87309	CONSOLIDATED TELEPHONE CO	03/12/2025	03/20/2025	95.81	0.00	Paid	Y
	3/12/25-4/11/25 STREET DEPT PHONES/I	pziemer					03/20/2025
	235-3100-43321	TELEPHONE		95.81			
	Total for vendor 0125 - CONSOLIDATED TELEPHONE CO:			1,247.31	0.00		

Vendor 3430 - LARSON ELEVATOR COMPANY:

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User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

Page: 4/5

EXP CHECK RUN DATES 03/01/2025 - 03/31/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
112224D 87278	LARSON ELEVATOR COMPANY ANNEX ELEVATOR 50% DOWNPAYMENT REPAIR 101-1940-42220 REPAIR & MAINT	03/12/2025 pziemer	03/12/2025	2,573.00	0.00	Paid	Y 03/12/2025
	Total for vendor 3430 - LARSON ELEVATOR COMPANY:			2,573.00	0.00		

Vendor 0260 - MN BUREAU OF CRIM APPREHENSION:

3/18/25 87310	MN BUREAU OF CRIM APPREHENSION QTY 2 BACKGROUND CHECKS - CONCESSIONS 230-5204-42210 OPERATING SUPPLIES	03/18/2025 pziemer	03/20/2025	30.00	0.00	Paid	Y 03/20/2025
	Total for vendor 0260 - MN BUREAU OF CRIM APPREHENSION:			30.00	0.00		

# of Invoices:	27	# Due:	0	Totals:	17,643.81	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					17,643.81	0.00

--- TOTALS BY GL DISTRIBUTION ---

101-1400-43321	TELEPHONE	149.79
101-1700-43321	TELEPHONE	276.18
101-1800-43321	TELEPHONE	704.61
101-1940-42220	REPAIR & MAINT	2,573.00
101-1940-43321	TELEPHONE	54.52
101-1940-43380	UTILITIES	2,130.09
101-2400-43321	TELEPHONE	149.79
203-9000-43321	TELEPHONE	49.93
211-5500-43380	UTILITIES	2,389.36
225-2120-42221	SQUAD CAR REPAIR SUPPLIES	21.25
225-2120-43309	COMPUTER TECHNICAL SUPPORT	776.37
225-2120-43321	TELEPHONE	1,435.84
225-2120-43380	UTILITIES	882.18
225-2220-43321	TELEPHONE	444.07
225-2220-43380	UTILITIES	1,375.19
230-5200-43321	TELEPHONE	413.43
230-5200-43380	UTILITIES	1,619.08
230-5204-42210	OPERATING SUPPLIES	50.00
235-3100-43321	TELEPHONE	183.97
235-3100-43380	UTILITIES	1,619.08
237-3190-43321	TELEPHONE	121.34
238-0000-13200	DUE FROM OTHER GOVTS	41.56
238-3160-43321	TELEPHONE	41.55
260-9020-43321	TELEPHONE	141.63

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User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 03/01/2025 - 03/31/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 5/5

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
101	- GENERAL FUND			6,037.98	0.00		
203	- TRANSIT FUND			49.93	0.00		
211	- LIBRARY FUND			2,389.36	0.00		
225	- PUBLIC SAFETY FUND			4,934.90	0.00		
230	- PARK & RECREATION FUND			2,082.51	0.00		
235	- STREET & SEWER FUND			1,803.05	0.00		
237	- SANITARY SEWER FUND			121.34	0.00		
238	- STORM SEWER FUND			83.11	0.00		
260	- AIRPORT FUND			141.63	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
0000	-			41.56	0.00		
1400	- ADMINISTRATION			149.79	0.00		
1700	- ENGINEERING			276.18	0.00		
1800	- IT/GIS			704.61	0.00		
1940	- CITY HALL			4,757.61	0.00		
2120	- POLICE DEPARTMENT			3,115.64	0.00		
2220	- FIRE DEPARTMENT			1,819.26	0.00		
2400	- COMMUNITY DEVL/INSPECTION			149.79	0.00		
3100	- S & S MAINTENANCE			1,803.05	0.00		
3160	- STORM SEWER EXPENSE			41.55	0.00		
3190	- SANITARY SEWER EXPENSE			121.34	0.00		
5200	- PARK MAIN/ADMINISTRATION			2,032.51	0.00		
5204	- CONCESSIONS			50.00	0.00		
5500	- LIBRARY-BUDGETED			2,389.36	0.00		
9000	- TRANSIT FUND			49.93	0.00		
9020	- AIRPORT M & O			141.63	0.00		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Vendor 0011 - ACE HARDWARE:							
331539/1							
87635	ACE HARDWARE	04/07/2025	04/23/2025	19.79	19.79	Open	N
	7/8 SHACKLE - PULLING OUT STUCK PLOW	pziemer					04/23/2025
235-3125-42220	REPAIR & MAINT			19.79			
331566/1							
87643	ACE HARDWARE	04/08/2025	04/23/2025	35.88	35.88	Open	N
	KEYS X12 PARKS	pziemer					04/23/2025
230-5200-42210	OPERATING SUPPLIES			35.88			
331478/1							
87665	ACE HARDWARE	04/03/2025	04/23/2025	26.99	26.99	Open	N
	CONDUIT PVC	pziemer					04/23/2025
400-1800-45500-00001	IT/GIS CAPITAL OUTLAY			26.99			
331498/1							
87686	ACE HARDWARE	04/04/2025	04/23/2025	10.79	10.79	Open	N
	PAINT ROLLERS	pziemer					04/23/2025
230-5200-42220	REPAIR & MAINT			10.79			
331640/1							
87717	ACE HARDWARE	04/11/2025	04/23/2025	7.18	7.18	Open	N
	PINK RIBBON FOR MARKING ASH TREES	pziemer					04/23/2025
235-3100-42220	REPAIR & MAINT			7.18			
331742/1							
87753	ACE HARDWARE	04/16/2025	04/23/2025	2.69	2.69	Open	N
	MOUSE TRAPS - BREAK ROOM	pziemer					04/23/2025
235-3100-42200	OFFICE SUPPLIES			2.69			
331754/1							
87768	ACE HARDWARE	04/17/2025	04/23/2025	26.99	26.99	Open	N
	CHAINSAW BAR OIL	pziemer					04/23/2025
235-3100-42220	REPAIR & MAINT			26.99			
Total for vendor 0011 - ACE HARDWARE:				130.31	130.31		
Vendor 1632 - ADVANCED AUTO REPAIR OF BRAINERD:							
86087							
87688	ADVANCED AUTO REPAIR OF BRAINERD	04/04/2025	04/23/2025	432.12	432.12	Open	N
	2005 FORD - BATTERY - LESS SALES TAX	pziemer					04/23/2025
225-2220-42220	REPAIR & MAINT			432.12			
Total for vendor 1632 - ADVANCED AUTO REPAIR OF BRAINERD:				432.12	432.12		
Vendor 4351 - ADVANTAGE HOME PROS:							
116477149							
87629	ADVANTAGE HOME PROS	04/04/2025	04/23/2025	18,054.00	18,054.00	Open	N
	4/3/25 DOWNTOWN BASE +4 INCHES	pziemer					04/23/2025
235-3125-43402	DOWNTOWN SNOW REMOVAL			18,054.00			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 4351 - ADVANTAGE HOME PROS:				18,054.00	18,054.00		
Vendor 4217 - ANDERSON CLEANERS:							
59559							
87652	ANDERSON CLEANERS	04/04/2025	04/23/2025	26.32	26.32	Open	N
	CSO HAGEN INITIAL ISSUE	pziemer					04/23/2025
225-2121-41113	UNIFORM ALLOWANCE			26.32			
Total for vendor 4217 - ANDERSON CLEANERS:				26.32	26.32		
Vendor 2838 - AXON ENTERPRISE, INC.:							
INUS338372							
87689	AXON ENTERPRISE, INC.	04/10/2025	04/23/2025	261.60	261.60	Open	N
	TASER BATTERY	pziemer					04/23/2025
225-2120-42210	OPERATING SUPPLIES			261.60			
Total for vendor 2838 - AXON ENTERPRISE, INC.:				261.60	261.60		
Vendor 4406 - BETTER HEALTH COLLECTIVE:							
INV00004192							
87733	BETTER HEALTH COLLECTIVE	03/28/2025	04/23/2025	153.70	153.70	Open	N
	OFF-PLAN EMPLOYEES -WELLNESS PORTAL	pziemer					04/23/2025
278-6515-43430	MISCELLANEOUS			153.70			
Total for vendor 4406 - BETTER HEALTH COLLECTIVE:				153.70	153.70		
Vendor 0748 - BJERGA FEED STORES:							
1411650							
87754	BJERGA FEED STORES	04/15/2025	04/23/2025	130.00	130.00	Open	N
	50LBS GRASS SEED	pziemer					04/23/2025
235-3100-42220	REPAIR & MAINT			130.00			
Total for vendor 0748 - BJERGA FEED STORES:				130.00	130.00		
Vendor 3120 - BOLTON & MENK:							
0359827							
87636	BOLTON & MENK	03/31/2025	04/23/2025	3,728.00	3,728.00	Open	N
	23:16 S. BRAINERD RESURFACING 2/15/25	pziemer					04/23/2025
401-9030-43300-23:16	PROFESSIONAL SERVICES			3,728.00			
Total for vendor 3120 - BOLTON & MENK:				3,728.00	3,728.00		
Vendor 0079 - BRAINERD LICENSE OFFICE:							
SQD 413 -2025							
87653	BRAINERD LICENSE OFFICE	04/03/2025	04/23/2025	16.25	16.25	Open	N
	SQD 413 MN REGISTRATION RENEWAL	pziemer					04/23/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			16.25			
Total for vendor 0079 - BRAINERD LICENSE OFFICE:				16.25	16.25		

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0081 - BRAINERD MEDICAL SUPPLY:							
41769 87654	BRAINERD MEDICAL SUPPLY FIRST AID & SAFETY SUPPLIES	03/31/2025 pziemer	04/23/2025	25.77	25.77	Open	N 04/23/2025
225-2120-42209	SAFETY EQUIPMENT SUPPLIES			25.77			
Total for vendor 0081 - BRAINERD MEDICAL SUPPLY:				25.77	25.77		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
COBRA APR 25							
87750	BRAINERD PUBLIC UTILITIES REMIT APR 25 COBRA	04/16/2025 pziemer	04/23/2025	80.08	80.08	Open	N 04/23/2025
101-0000-20850	DUE TO COMPONENT UNIT			80.08			
4/15/25 87762	BRAINERD PUBLIC UTILITIES REMIT LOST THRU 4/15/25	04/17/2025 pziemer	04/23/2025	107,072.97	107,072.97	Open	N 04/23/2025
251-9360-43467	REMIT LOCAL SALES TAX COLLECT			107,072.97			
Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:				107,153.05	107,153.05		
Vendor 0447 - CDW GOVERNMENT, INC:							
AD4ECBW							
87646	CDW GOVERNMENT, INC SQD 418 -BROTHER THERMAL PRINTER	03/25/2025 pziemer	04/23/2025	391.36	391.36	Open	N 04/23/2025
400-2120-45500	POLICE CAPITAL OUTLAY			391.36			
AD4HT3W							
87647	CDW GOVERNMENT, INC CANON MF750 CYAN TONER	03/26/2025 pziemer	04/23/2025	111.64	111.64	Open	N 04/23/2025
101-1800-42210	OPERATING SUPPLIES			111.64			
AD5VS8R							
87734	CDW GOVERNMENT, INC MERAKEI LICENSING WIFI AND MDM 5/1/25-	04/04/2025 pziemer	04/23/2025	3,172.41	3,172.41	Open	N 04/23/2025
101-1800-43309	COMPUTER SUPPORT			2,114.94			
101-0000-15510	PREPAID OTHER			1,057.47			
Total for vendor 0447 - CDW GOVERNMENT, INC:				3,675.41	3,675.41		
Vendor 1343 - CHARTER COMMUNICATIONS:							
138389901							
87720	CHARTER COMMUNICATIONS REDUNDANT INTERNET 4/12/25-5/11/25	04/07/2025 pziemer	04/23/2025	120.00	120.00	Open	N 04/23/2025
101-1800-43321	TELEPHONE			120.00			
Total for vendor 1343 - CHARTER COMMUNICATIONS:				120.00	120.00		
Vendor 2905 - CLEAN PLUS INC:							

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/21/2025 - 04/21/2025

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						
2504079							
87690	CLEAN PLUS INC	04/08/2025	04/23/2025	330.28	330.28	Open	N
	NITRILE GLOVES	pziemer					04/23/2025
225-2120-42209	SAFETY EQUIPMENT SUPPLIES			330.28			
	Total for vendor 2905 - CLEAN PLUS INC:			330.28	330.28		

Vendor 4269 - COLUMN SOFTWARE:

425BB603-0107							
87708	COLUMN SOFTWARE	04/02/2025	04/23/2025	47.51	47.51	Open	N
	NOH: CUP NORTHERN PACIFIC - CHURCH 4-	pziemer					04/23/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			47.51			
425BB603-0104							
87709	COLUMN SOFTWARE	04/02/2025	04/23/2025	47.51	47.51	Open	N
	NOH - CUP PRODUCTIVE ALTERNATIVES EXIP	pziemer					04/23/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			47.51			
425BB603-0105							
87710	COLUMN SOFTWARE	04/05/2025	04/23/2025	44.00	44.00	Open	N
	NOH: PROP ORD DATA CENTERS 4-5-25	pziemer					04/23/2025
101-9200-43350	LEGAL PUBLICATIONS			44.00			
425BB603-0106							
87711	COLUMN SOFTWARE	04/02/2025	04/23/2025	48.72	48.72	Open	N
	NOH: IUP 714 7TH ST - SHORT TERM 4-5-	pziemer					04/23/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			48.72			
	Total for vendor 4269 - COLUMN SOFTWARE:			187.74	187.74		

Vendor 0122 - COMMUNITY ACTION:

APRIL 2025							
87668	COMMUNITY ACTION	04/10/2025	04/23/2025	8,698.73	8,698.73	Open	N
	APR 25 LEVY PAYMENT	pziemer					04/23/2025
101-9200-43460	REMIT COMMUNITY ACTION LEVY			8,698.73			
	Total for vendor 0122 - COMMUNITY ACTION:			8,698.73	8,698.73		

Vendor 0136 - CWC ATTORNEY:

ICR 24010933							
87731	CWC ATTORNEY	04/15/2025	04/23/2025	232.60	232.60	Open	N
	ICR 24010933	pziemer					04/23/2025
223-0000-22800	OTHER LIABILITIES			232.60			
	Total for vendor 0136 - CWC ATTORNEY:			232.60	232.60		

Vendor 0133 - CWC RECORDER:

25-2585-CI							
87634	CWC RECORDER	03/21/2025	04/23/2025	46.00	46.00	Open	N
	15106 RIVERSIDE AGREEMENT	pziemer					04/23/2025

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			46.00			
41230522							
87660	CWC RECORDER	04/07/2025	04/23/2025	98.68	98.68	Open	N
	RECORDING/DEED TAX	41230522 EVERGREEN	pziemer				04/23/2025
101-9200-43430	MISCELLANEOUS			98.68			
	Total for vendor 0133 - CWC RECORDER:			144.68	144.68		

Vendor 0135 - CWC TREASURER:

8086/LIB							
87638	CWC TREASURER	04/01/2025	04/23/2025	675.00	675.00	Open	N
	SHARED SERVICES - LIBRARY	pziemer					04/23/2025
211-5500-43300	PROFESSIONAL SERVICES			675.00			
8086/CH							
87639	CWC TREASURER	04/01/2025	04/23/2025	7,975.00	7,975.00	Open	N
	SHARED SERVICES - CITY HALL	pziemer					04/23/2025
101-9200-43300	PROFESSIONAL SERVICES			7,975.00			
8101/FD							
87758	CWC TREASURER	04/10/2025	04/23/2025	1,048.03	1,048.03	Open	N
	1ST QTR 25 - SHARED SVCS EXP FD	pziemer					04/23/2025
225-2220-42221	R&M BUILDING			1,048.03			
8101/CH							
87759	CWC TREASURER	04/10/2025	04/23/2025	328.23	328.23	Open	N
	1ST QTR 25 SHARED SVCS EXP CH	pziemer					04/23/2025
101-1940-42220	REPAIR & MAINT			328.23			
8101/LIB							
87760	CWC TREASURER	04/10/2025	04/23/2025	1,737.15	1,737.15	Open	N
	1ST QTR 25 SHARED SVCS EXP LIB	pziemer					04/23/2025
211-5500-43430	MISCELLANEOUS			1,737.15			
8101/PD							
87761	CWC TREASURER	04/10/2025	04/23/2025	839.43	839.43	Open	N
	1ST QTR 25 SHARED SVCS EXP PD	pziemer					04/23/2025
225-2120-42220	REPAIR & MAINT			839.43			
	Total for vendor 0135 - CWC TREASURER:			12,602.84	12,602.84		

Vendor 3438 - DAHLHEIMER BEVERAGE:

2440795							
87664	DAHLHEIMER BEVERAGE	04/09/2025	04/23/2025	73.25	73.25	Open	N
	JANITORIAL SUPPLIES	pziemer					04/23/2025
211-5500-42220	REPAIR & MAINT			73.25			
	Total for vendor 3438 - DAHLHEIMER BEVERAGE:			73.25	73.25		

Vendor 4405 - DAVID SIMON CONSTRUCTION LLC:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
1816 PINE - PAY 1							
87722	DAVID SIMON CONSTRUCTION LLC	04/14/2025	04/23/2025	10,059.62	10,059.62	Open	N
	SCDP - PAY REQ 1	pziemer					04/23/2025
202-6323-45510	SE BRD - CAPITAL - RESIDENTIAL			10,059.62			
	Total for vendor 4405 - DAVID SIMON CONSTRUCTION LLC:			10,059.62	10,059.62		
Vendor 1286 - EAST SIDE OIL COMPANY:							
R117054							
87756	EAST SIDE OIL COMPANY	04/16/2025	04/23/2025	50.00	50.00	Open	N
	OIL FILTERS	pziemer					04/23/2025
227-3230-43428	USED OIL RECYCLING EXPENSE			50.00			
	Total for vendor 1286 - EAST SIDE OIL COMPANY:			50.00	50.00		
Vendor 1859 - ENTERPRISE FM TRUST:							
FBN5303771/CDD							
87680	ENTERPRISE FM TRUST	03/31/2025	04/23/2025	890.66	890.66	Open	N
	MAR 2025 CDD VEHICLE LEASES	pziemer					04/23/2025
101-2400-43331	LEASE EXPENSE			890.66			
FBN5303771/ENG							
87681	ENTERPRISE FM TRUST	03/31/2025	04/23/2025	2,559.21	2,559.21	Open	N
	MAR 2025 ENG VEHICLE LEASES	pziemer					04/23/2025
101-1700-43331	LEASE PAYMENTS			1,703.92			
238-3160-43331	LEASE PAYMENTS			427.64			
238-0000-13200	DUE FROM OTHER GOVTS			427.65			
FBN5303771/FD							
87682	ENTERPRISE FM TRUST	03/31/2025	04/23/2025	2,081.36	2,081.36	Open	N
	MAR 2025 FIRE DEPT VEHICLE LEASES	pziemer					04/23/2025
225-2220-42220	REPAIR & MAINT			248.00			
225-2220-43331	LEASED PAYMENTS			1,833.36			
FBN5303771/PARKS							
87683	ENTERPRISE FM TRUST	04/03/2025	04/23/2025	10,124.72	10,124.72	Open	N
	MAR 2025 PARKS DEPT VEHICLE LEASES	pziemer					04/23/2025
230-5200-43331	LEASE PAYMENTS			10,124.72			
FBN5303771/PD							
87684	ENTERPRISE FM TRUST	04/03/2025	04/23/2025	16,487.77	16,487.77	Open	N
	MAR 2025 POLICE DEPT VEHICLE LEASES	pziemer					04/23/2025
225-2120-43331	LEASED PAYMENTS			16,487.77			
FBN5303771/STRT							
87685	ENTERPRISE FM TRUST	04/03/2025	04/23/2025	5,964.31	5,964.31	Open	N
	MAR 2025 STREET DEPT VEHICLE LEASES	pziemer					04/23/2025
235-3100-43331	LEASE PAYMENTS			4,085.15			
237-3190-43331	LEASE PAYMENTS			1,879.16			
	Total for vendor 1859 - ENTERPRISE FM TRUST:			38,108.03	38,108.03		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
Vendor 1815 - F.I.R.E. CROSSLAKE:							
7431							
87764	F.I.R.E. CROSSLAKE	04/11/2025	04/23/2025	450.00	450.00	Open	N
	INSTRUCTOR 1 CLASS - P.NELSON	pziemer					04/23/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			450.00			
	Total for vendor 1815 - F.I.R.E. CROSSLAKE:			450.00	450.00		
Vendor 0170 - FASTENAL COMPANY:							
MNBAX272768							
87644	FASTENAL COMPANY	03/25/2025	04/23/2025	54.04	54.04	Open	N
	CABLE TIES	pziemer					04/23/2025
230-5200-42220	REPAIR & MAINT			54.04			
MNBAX272834							
87645	FASTENAL COMPANY	03/27/2025	04/23/2025	69.90	69.90	Open	N
	UNKNOWN	pziemer					04/23/2025
230-5200-42220	REPAIR & MAINT			69.90			
	Total for vendor 0170 - FASTENAL COMPANY:			123.94	123.94		
Vendor 3067 - FINANCE AND COMMERCE:							
745774321							
87649	FINANCE AND COMMERCE	04/08/2025	04/23/2025	226.60	226.60	Open	N
	RFB - 17-12 WRIGHT/10TH RECONSTRUCTI	pziemer					04/23/2025
401-1712-43350	LEGAL PUBLICATIONS			226.60			
	Total for vendor 3067 - FINANCE AND COMMERCE:			226.60	226.60		
Vendor 1967 - FRONTIER PRECISION INC:							
CM135847							
87726	FRONTIER PRECISION INC	04/15/2025	04/23/2025	(379.00)	(379.00)	Open	N
	CREDIT FROM TRIMBLE INVOICE - GPS ROI	pziemer					04/23/2025
400-1700-45500	ENGINEERING CAPITAL OUTLAY			(379.00)			
INV323190							
87763	FRONTIER PRECISION INC	04/16/2025	04/23/2025	3,701.28	3,701.28	Open	N
	CONSTRUCTION MARKINGS & TRIMBLE ROD	pziemer					04/23/2025
400-1700-45500	ENGINEERING CAPITAL OUTLAY			465.00			
401-9030-42210	OPERATING SUPPLIES			3,236.28			
	Total for vendor 1967 - FRONTIER PRECISION INC:			3,322.28	3,322.28		
Vendor 0186 - GALLS LLC:							
030791946							
87691	GALLS LLC	03/19/2025	04/23/2025	288.94	288.94	Open	N
	726 BOOTS	pziemer					04/23/2025
225-2120-41113	UNIFORM ALLOWANCE			288.94			

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/21/2025 - 04/21/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 8/20

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	GL Distribution GRANT						
030851525							
87692	GALLS LLC	03/26/2025	04/23/2025	58.12	58.12	Open	N
	CSO HAGEN INITIAL ISSUE	pziemer					04/23/2025
225-2121-41113	UNIFORM ALLOWANCE			58.12			
030870441							
87693	GALLS LLC	03/27/2025	04/23/2025	124.87	124.87	Open	N
	CSO HAGEN INITIAL ISSUE	pziemer					04/23/2025
225-2121-41113	UNIFORM ALLOWANCE			124.87			
	Total for vendor 0186 - GALLS LLC:			471.93	471.93		
Vendor 0200 - HEARTLAND ANIMAL RESCUE:							
MARCH 2025							
87632	HEARTLAND ANIMAL RESCUE	03/31/2025	04/23/2025	3,178.33	3,178.33	Open	N
	MAR 25 ADMIN/BOARDING	pziemer					04/23/2025
225-2700-43430	MISCELLANEOUS			1,259.00			
225-2700-43300	PROFESSIONAL SERVICES			1,919.33			
	Total for vendor 0200 - HEARTLAND ANIMAL RESCUE:			3,178.33	3,178.33		
Vendor 0209 - HEARTLAND TIRE INC.:							
3056608							
87642	HEARTLAND TIRE INC.	04/02/2025	04/23/2025	269.99	269.99	Open	N
	2024 EQUINOX TIRE	pziemer					04/23/2025
101-2400-42220	REPAIR & MAINT			269.99			
	Total for vendor 0209 - HEARTLAND TIRE INC.:			269.99	269.99		
Vendor 0203 - HOLDEN ELECTRIC:							
79830							
87712	HOLDEN ELECTRIC	04/11/2025	04/23/2025	253.50	253.50	Open	N
	TROUBLESHOOT HEAT TAPE - HIST. WATER	pziemer					04/23/2025
400-1481-43430	MISCELLANEOUS			253.50			
	Total for vendor 0203 - HOLDEN ELECTRIC:			253.50	253.50		
Vendor 1440 - HOLMES, TIM:							
4/14/25							
87721	HOLMES, TIM	04/11/2025	04/23/2025	130.49	130.49	Open	N
	TRAINING - REIMB MEALS	pziemer					04/23/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			130.49			
	Total for vendor 1440 - HOLMES, TIM:			130.49	130.49		
Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:							
IN4809572							
87694	INNOVATIVE OFFICE SOLUTIONS LLC	04/08/2025	04/23/2025	73.89	73.89	Open	N
	TONER-RECORDS	pziemer					04/23/2025

04/17/2025 01:49 PM
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INVOICE REGISTER REPORT FOR CITY OF BRAINERD
EXP CHECK RUN DATES 04/21/2025 - 04/21/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 9/20

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
225-2120-42200	OFFICE SUPPLIES			73.89			
IN4815461							
87727	INNOVATIVE OFFICE SOLUTIONS LLC	04/15/2025	04/23/2025	94.65	94.65	Open	N
	TONER - FRONT DESK	pziemer					04/23/2025
225-2120-42200	OFFICE SUPPLIES			94.65			
	Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:			168.54	168.54		
Vendor 3118 - KULZER, MICHAEL:							
4/7/25							
87655	KULZER, MICHAEL	04/07/2025	04/23/2025	199.96	199.96	Open	N
	INVESTIGATOR WARE	pziemer					04/23/2025
225-2120-41113	UNIFORM ALLOWANCE			199.96			
	Total for vendor 3118 - KULZER, MICHAEL:			199.96	199.96		
Vendor 0313 - LAKES AREA SENIOR CENTER:							
APRIL 2025							
87669	LAKES AREA SENIOR CENTER	04/10/2025	04/23/2025	8,698.73	8,698.73	Open	N
	APR 25 LEVY PAYMENT	pziemer					04/23/2025
101-9200-43461	REMIT SENIOR CITIZEN LEVY			8,698.73			
	Total for vendor 0313 - LAKES AREA SENIOR CENTER:			8,698.73	8,698.73		
Vendor 0227 - LAKES PRINTING:							
00226033							
87640	LAKES PRINTING	03/14/2025	04/23/2025	227.25	227.25	Open	N
	MAILING LABELS QTY 1000	pziemer					04/23/2025
203-9000-42210	OPERATING SUPPLIES			227.25			
00226046							
87641	LAKES PRINTING	03/17/2025	04/23/2025	139.15	139.15	Open	N
	NO-SHOW POSTCARDS QTY 1000	pziemer					04/23/2025
203-9000-42210	OPERATING SUPPLIES			139.15			
	Total for vendor 0227 - LAKES PRINTING:			366.40	366.40		
Vendor 3469 - LAMS INC:							
3456							
87650	LAMS INC	04/08/2025	04/23/2025	58.88	58.88	Open	N
	POLICE DEPT FLOOR MATS	pziemer					04/23/2025
225-2120-43300	PROFESSIONAL SERVICES			58.88			
36758							
87651	LAMS INC	04/08/2025	04/23/2025	48.64	48.64	Open	N
	CITY HALL FLOOR MATS	pziemer					04/23/2025
101-1940-43410	RENTAL EXPENSE			48.64			
	Total for vendor 3469 - LAMS INC:			107.52	107.52		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
Vendor 0619 - LEAGUE OF MN CITIES:							
425501							
87637	LEAGUE OF MN CITIES	03/07/2025	04/23/2025	490.00	490.00	Open	N
	2025 LMC ANNUAL CONF - N.BROYLES	pziemer					04/23/2025
101-1400-43330	PROFESSIONAL DEVELOPMENT			490.00			
	Total for vendor 0619 - LEAGUE OF MN CITIES:			490.00	490.00		
Vendor 1753 - MARCO - NW 7128:							
INV13711220							
87666	MARCO - NW 7128	04/02/2025	04/23/2025	735.00	735.00	Open	N
	CISCO MEETING CENTER X3	pziemer					04/23/2025
101-1800-43309	COMPUTER SUPPORT			735.00			
	Total for vendor 1753 - MARCO - NW 7128:			735.00	735.00		
Vendor 0243 - MARCO FINANCING:							
552941254							
87695	MARCO FINANCING	04/07/2025	04/23/2025	796.96	796.96	Open	N
	COPIER LEASE	pziemer					04/23/2025
225-2120-43331	LEASED PAYMENTS			796.96			
552941569							
87719	MARCO FINANCING	04/07/2025	04/23/2025	1,294.17	1,294.17	Open	N
	COPIER LEASE CH 3RD FLOOR 5/1/25-8/1/pziemer						04/23/2025
101-1800-43331	LEASE PAYMENTS			1,294.17			
	Total for vendor 0243 - MARCO FINANCING:			2,091.13	2,091.13		
Vendor 0889 - MENARDS - BAXTER:							
42078							
87667	MENARDS - BAXTER	04/04/2025	04/23/2025	378.91	378.91	Open	N
	SHELVING - IT INTEGRATION	pziemer					04/23/2025
400-1800-45500-00001	IT/GIS CAPITAL OUTLAY			378.91			
	Total for vendor 0889 - MENARDS - BAXTER:			378.91	378.91		
Vendor 0147 - MINNESOTA SOFTBALL:							
8241							
87723	MINNESOTA SOFTBALL	04/02/2025	04/23/2025	80.00	80.00	Open	N
	TOURNAMENT SANCTION - EARLY BIRD	pziemer					04/23/2025
230-5216-42210	OPERATING SUPPLIES			80.00			
8246							
87724	MINNESOTA SOFTBALL	04/09/2025	04/23/2025	5,600.00	5,600.00	Open	N
	QTY 80 DZ SOFTBALLS	pziemer					04/23/2025
230-5215-42210	OPERATING SUPPLIES			5,600.00			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
8260							
87725	MINNESOTA SOFTBALL	04/14/2025	04/23/2025	1,000.00	1,000.00	Open	N
	QTY 40 TEAM SANCTIONS	pziemer					04/23/2025
230-5215-42210	OPERATING SUPPLIES			1,000.00			
	Total for vendor 0147 - MINNESOTA SOFTBALL:			6,680.00	6,680.00		
Vendor 1601 - MINNESOTA UI FUND:							
18006613							
87716	MINNESOTA UI FUND	04/01/2025	04/23/2025	387.65	387.65	Open	N
	ACCT 7970122 UNEMPLOYMENT 1ST QTR 202	pziemer					04/23/2025
230-5200-41140	UNEMPLOYMENT			167.03			
235-3100-41140	UNEMPLOYMENT			220.62			
	Total for vendor 1601 - MINNESOTA UI FUND:			387.65	387.65		
Vendor 1877 - MINNESOTA/WISCONSIN PLAYGROUND:							
2025013							
86531	MINNESOTA/WISCONSIN PLAYGROUND	01/14/2025	04/23/2025	1,148.00	1,148.00	Open	N
	MEMORIAL BENCH -	pziemer					12/31/2024
230-5225-42220	REPAIR & MAINT			1,148.00			
	Total for vendor 1877 - MINNESOTA/WISCONSIN PLAYGROUND:			1,148.00	1,148.00		
Vendor 1617 - MN MUNICIPAL UTILITIES ASSN:							
65768							
87735	MN MUNICIPAL UTILITIES ASSN	03/03/2025	04/23/2025	455.00	455.00	Open	N
	2024 DRUG AND ALCOHOL TESTING	pziemer					04/23/2025
235-3100-43430	MISCELLANEOUS			245.00			
230-5200-43430	MISCELLANEOUS			210.00			
	Total for vendor 1617 - MN MUNICIPAL UTILITIES ASSN:			455.00	455.00		
Vendor 3524 - MN STATE FIRE CHIEFS ASSOCIATION:							
9230							
87766	MN STATE FIRE CHIEFS ASSOCIATION	04/04/2025	04/23/2025	100.00	100.00	Open	N
	2025 KITCHEN FIRE SAFETY RENTAL	pziemer					04/23/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			100.00			
	Total for vendor 3524 - MN STATE FIRE CHIEFS ASSOCIATION:			100.00	100.00		
Vendor 0586 - MN STATE TREASURER:							
ICR 24010933							
87732	MN STATE TREASURER	04/15/2025	04/23/2025	116.30	116.30	Open	N
	ICR 24010933	pziemer					04/23/2025
223-0000-22800	OTHER LIABILITIES			116.30			
	Total for vendor 0586 - MN STATE TREASURER:			116.30	116.30		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
Vendor 1021 - MOTOROLA:							
8282108331							
87656	MOTOROLA	04/04/2025	04/23/2025	18,312.48	18,312.48	Open	N
	446,417,418 NEW SQD BUILD - RADIOS	pziemer					04/23/2025
400-2120-45500	POLICE CAPITAL OUTLAY			18,312.48			
Total for vendor 1021 - MOTOROLA:				18,312.48	18,312.48		

Vendor 3168 - MOTORS-N-MORE:

31080							
87657	MOTORS-N-MORE	04/07/2025	04/23/2025	50.00	50.00	Open	N
	SQD 413 OIL CHANGE	pziemer					04/23/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			50.00			
Total for vendor 3168 - MOTORS-N-MORE:				50.00	50.00		

Vendor 3509 - MUTT MITT:

758016							
87697	MUTT MITT	04/09/2025	04/23/2025	6,763.87	6,763.87	Open	N
	QTY 48 CASES MUTTMITTS	pziemer					04/23/2025
230-5200-42210	OPERATING SUPPLIES			6,763.87			
Total for vendor 3509 - MUTT MITT:				6,763.87	6,763.87		

Vendor 0273 - NAPA AUTO PARTS:

795433							
87661	NAPA AUTO PARTS	04/09/2025	04/23/2025	545.96	545.96	Open	N
	STROBES/LIGHT BAR FOR NEW#120	pziemer					04/23/2025
400-3100-45500	STREET CAPITAL OUTLAY			545.96			
795293							
87663	NAPA AUTO PARTS	04/08/2025	04/23/2025	80.98	80.98	Open	N
	GAS CAN AND FUNNEL	pziemer					04/23/2025
235-3100-42220	REPAIR & MAINT			80.98			
796767							
87755	NAPA AUTO PARTS	04/14/2025	04/23/2025	199.99	199.99	Open	N
	JUMPER CABLES	pziemer					04/23/2025
235-3100-42220	REPAIR & MAINT			199.99			
795434							
87757	NAPA AUTO PARTS	04/09/2025	04/23/2025	437.94	437.94	Open	N
	STROBE LIGHTS FOR NEW LEASE VEHICLES	pziemer					04/23/2025
400-3100-45500	STREET CAPITAL OUTLAY			218.97			
400-5200-45500	PARKS CAPITAL OUTLAY			218.97			
Total for vendor 0273 - NAPA AUTO PARTS:				1,264.87	1,264.87		

Vendor 1153 - NORTHLAND ARBORETUM:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
APRIL 2025							
87670	NORTHLAND ARBORETUM	04/10/2025	04/23/2025	8,698.73	8,698.73	Open	N
	APR 25 LEVY PAYMENT	pziemer					04/23/2025
101-9200-43462	REMIT ARBORETUM LEVY			8,698.73			
	Total for vendor 1153 - NORTHLAND ARBORETUM:			8,698.73	8,698.73		

Vendor 0736 - NORTHLAND FIRE PROTECTION:

62736							
87752	NORTHLAND FIRE PROTECTION	04/16/2025	04/23/2025	20.00	20.00	Open	N
	SERVICE RECERT EXTINGUISHERS	pziemer					04/23/2025
225-2120-43300	PROFESSIONAL SERVICES			20.00			
	Total for vendor 0736 - NORTHLAND FIRE PROTECTION:			20.00	20.00		

Vendor 0284 - OFFICE SHOP:

1153665-0							
87748	OFFICE SHOP	04/09/2025	04/23/2025	20.39	20.39	Open	N
	MOUNTING TAPE	pziemer					04/23/2025
101-1940-42220	REPAIR & MAINT			20.39			
1153995-0							
87751	OFFICE SHOP	04/15/2025	04/23/2025	239.98	239.98	Open	N
	CHAIRMATS X2	pziemer					04/23/2025
211-5503-43430	MISC - USE OF HOLDEN TRUST			239.98			
	Total for vendor 0284 - OFFICE SHOP:			260.37	260.37		

Vendor 0561 - PEOPLES SECURITY:

265096							
87631	PEOPLES SECURITY	03/27/2025	04/23/2025	105.00	105.00	Open	N
	SECURITY SYSTEM KEYPAD REPAIR	pziemer					04/23/2025
211-5500-42220	REPAIR & MAINT			105.00			
265345							
87633	PEOPLES SECURITY	03/31/2025	04/23/2025	23.99	23.99	Open	N
	SECURITY MONITORING	pziemer					04/23/2025
211-5500-42220	REPAIR & MAINT			23.99			
	Total for vendor 0561 - PEOPLES SECURITY:			128.99	128.99		

Vendor MISC - QUICK CONSTRUCTION INC:

00048696							
87718	QUICK CONSTRUCTION INC	04/14/2025	04/23/2025	198.00	198.00	Open	N
	BD Payment Refund	pziemer					04/23/2025
101-2400-32210	Residential Re-Roof Only			198.00			
	Total for vendor MISC - QUICK CONSTRUCTION INC:			198.00	198.00		

Vendor 4404 - SAUL MINEROFF ELECTRONICS INC:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
11453							
87658	SAUL MINEROFF ELECTRONICS INC	04/01/2025	04/23/2025	493.00	493.00	Open	N
	INVESTIGATIVE TOOL	pziemer					04/23/2025
225-2120-42210	OPERATING SUPPLIES			493.00			
	Total for vendor 4404 - SAUL MINEROFF ELECTRONICS INC:			493.00	493.00		

Vendor 4302 - SPACES LLC:

AB45BB4F-0004							
87728	SPACES LLC	04/14/2025	04/23/2025	120.00	120.00	Open	N
	CONFERENCE ROOM RENTAL 2/6, 2/13, 3/1	pziemer					04/23/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			120.00			
92891FCB-0004							
87765	SPACES LLC	04/13/2025	04/23/2025	240.00	240.00	Open	N
	CONFERENCE ROOM RENTALS	pziemer					04/23/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			240.00			
	Total for vendor 4302 - SPACES LLC:			360.00	360.00		

Vendor 4185 - SRF CONSULTING GROUP:

16811.00-20							
87648	SRF CONSULTING GROUP	03/31/2025	04/23/2025	1,639.75	1,639.75	Open	N
	23:05 TH210 WATERMAIN & SAN/SWR RELOC	pziemer					04/23/2025
401-9030-43300-23:05	PROFESSIONAL SERVICES			1,639.75			
	Total for vendor 4185 - SRF CONSULTING GROUP:			1,639.75	1,639.75		

Vendor 0322 - STREICHERS PROF EQUIP:

I1754364							
87659	STREICHERS PROF EQUIP	04/01/2025	04/23/2025	152.98	152.98	Open	N
	727 EXTERNAL VEST CARRIER	pziemer					04/23/2025
225-2120-41113	UNIFORM ALLOWANCE			152.98			
I1755752							
87713	STREICHERS PROF EQUIP	04/08/2025	04/23/2025	134.92	134.92	Open	N
	OC SPRAY X8	pziemer					04/23/2025
225-2120-41113	UNIFORM ALLOWANCE			134.92			
I1756116							
87729	STREICHERS PROF EQUIP	04/10/2025	04/23/2025	15.99	15.99	Open	N
	CSO FLETT INITIAL ISSUE	pziemer					04/23/2025
225-2121-41113	UNIFORM ALLOWANCE			15.99			
	Total for vendor 0322 - STREICHERS PROF EQUIP:			303.89	303.89		

Vendor MISC - SYZMONSKI, ERIC:

4/17/25							
87767	SYZMONSKI, ERIC	04/17/2025	04/23/2025	64.72	64.72	Open	N
	REFUND PARKING - CANCEL SPOT	pziemer					04/23/2025

04/17/2025 01:49 PM

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DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/21/2025 - 04/21/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 15/20

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
101-0000-22801	Refund: MR Unapplied Payments			64.72			
	Total for vendor MISC - SYZMONSKI, ERIC:			64.72	64.72		
Vendor 0405 - TANNER MOTORS:							
CHCS472802							
87714	TANNER MOTORS	04/10/2025	04/23/2025	123.05	123.05	Open	N
	SQD 415 OIL FILTER, ROTATE, COOLING	pziemer					04/23/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			123.05			
	Total for vendor 0405 - TANNER MOTORS:			123.05	123.05		
Vendor 2956 - ULINE:							
191112203							
87687	ULINE	04/01/2025	04/23/2025	352.43	352.43	Open	N
	GLOVES, SHOE COVERS	pziemer					04/23/2025
225-2220-42210	OPERATING SUPPLIES			352.43			
	Total for vendor 2956 - ULINE:			352.43	352.43		
Vendor 0039 - VESTIS:							
2530389016							
87630	VESTIS	04/03/2025	04/23/2025	65.85	65.85	Open	N
	RUGS AND OVERALLS	pziemer					04/23/2025
235-3100-43430	MISCELLANEOUS			65.85			
2530391503							
87715	VESTIS	04/10/2025	04/23/2025	91.58	91.58	Open	N
	RUGS AND OVERALLS	pziemer					04/23/2025
235-3100-43430	MISCELLANEOUS			91.58			
	Total for vendor 0039 - VESTIS:			157.43	157.43		
Vendor 0888 - WEST BRAINERD AUTO SERVICE:							
048408							
87696	WEST BRAINERD AUTO SERVICE	04/09/2025	04/23/2025	45.00	45.00	Open	N
	TOW: DWI ICR 25004931	pziemer					04/23/2025
225-2120-42210	OPERATING SUPPLIES			45.00			
	Total for vendor 0888 - WEST BRAINERD AUTO SERVICE:			45.00	45.00		
Vendor 3199 - WEX BANK:							
103793582/TRANSIT							
87671*	WEX BANK	03/31/2025	04/23/2025	6,549.25	6,549.25	Open	N
	MAR 2025 TRANSIT FUEL	pziemer					04/23/2025
203-9000-42212	MOTOR FUELS			6,603.84			
203-9000-42212	MOTOR FUELS			(54.59)			

04/17/2025 01:49 PM

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

Page: 16/20

EXP CHECK RUN DATES 04/21/2025 - 04/21/2025

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						
103793582/STRTS							
87672	WEX BANK	03/31/2025	04/23/2025	4,176.09	4,176.09	Open	N
	MAR 2025 STREET DEPT FUEL	pziemer					04/23/2025
237-3190-42212	MOTOR FUELS			444.20			
235-3100-42212	MOTOR FUELS			3,731.89			
103793582/POLICE							
87673*	WEX BANK	03/31/2025	04/23/2025	5,400.82	5,400.82	Open	N
	MAR 2025 POLICE DEPT FUEL	pziemer					04/23/2025
225-2120-42212	MOTOR FUELS			5,485.87			
225-2120-42212	MOTOR FUELS			(85.05)			
103793582/PARKS							
87674	WEX BANK	03/31/2025	04/23/2025	789.45	789.45	Open	N
	MAR 2025 PARKS DEPT FUEL	pziemer					04/23/2025
230-5200-42212	MOTOR FUELS			789.45			
103793582/FIRE							
87675	WEX BANK	03/31/2025	04/23/2025	1,437.96	1,437.96	Open	N
	MAR 2025 FIRE DEPT FUEL	pziemer					04/23/2025
225-2220-42212	MOTOR FUELS			1,437.96			
103793582/ENG							
87676	WEX BANK	03/31/2025	04/23/2025	88.17	88.17	Open	N
	MAR 2025 ENG DEPT FUEL	pziemer					04/23/2025
238-3160-42212	MOTOR FUELS			44.08			
238-0000-13200	DUE FROM OTHER GOVTS			44.09			
103793582/CDD							
87677	WEX BANK	03/31/2025	04/23/2025	102.63	102.63	Open	N
	MAR 25 COM DEV FUEL	pziemer					04/23/2025
101-2400-42212	MOTOR FUELS			102.63			
103793582/ADM							
87678	WEX BANK	03/31/2025	04/23/2025	29.50	29.50	Open	N
	MAR 2025 ADMIN FUEL	pziemer					04/23/2025
101-1940-42212	MOTOR FUELS			29.50			
103793582/EDGE							
87679	WEX BANK	03/31/2025	04/23/2025	(30.06)	(30.06)	Open	N
	MAR 25 WEX EDGE REBATE	pziemer					04/23/2025
101-0000-36299	MISCELLANEOUS REVENUE (NONTAX)			(30.06)			
Total for vendor 3199 - WEX BANK:				18,543.81	18,543.81		

Vendor 0354 - ZIEGLER, INC:

IN001866674

87662	ZIEGLER, INC	04/09/2025	04/23/2025	659.56	659.56	Open	N
	GRADER 112 FILTERS AND LUBE FOR SERV	pziemer					04/23/2025
235-3125-42220	REPAIR & MAINT			659.56			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
IN001868581							
87705	ZIEGLER, INC	04/10/2025	04/23/2025	259.99	259.99	Open	N
	GRADER 113 HYDRAULIC FILTER	pziemer					04/23/2025
	235-3125-42220 REPAIR & MAINT			259.99			
CM000262559							
87706	ZIEGLER, INC	04/11/2025	04/23/2025	(322.30)	(322.30)	Open	N
	PARTS CLEANER RETURN	pziemer					04/23/2025
	235-3125-42220 REPAIR & MAINT			(322.30)			
IN001872549							
87707	ZIEGLER, INC	04/12/2025	04/23/2025	92.28	92.28	Open	N
	GRADER 113 FUEL FILTER	pziemer					04/23/2025
	235-3125-42220 REPAIR & MAINT			92.28			
	Total for vendor 0354 - ZIEGLER, INC:			689.53	689.53		
# of Invoices:	117	# Due:	117	Totals:	294,145.78	294,145.78	
# of Credit Memos:	3	# Due:	3	Totals:	(731.36)	(731.36)	
Net of Invoices and Credit Memos:					293,414.42	293,414.42	

* 2 Net Invoices have Credits Totalling: (139.64)

--- TOTALS BY GL DISTRIBUTION ---

101-0000-15510	PREPAID OTHER	1,057.47
101-0000-20850	DUE TO COMPONENT UNIT	80.08
101-0000-22801	Refund: MR Unapplied Payments	64.72
101-0000-36299	MISCELLANEOUS REVENUE (NONTAX)	(30.06)
101-1400-43330	PROFESSIONAL DEVELOPMENT	490.00
101-1700-43331	LEASE PAYMENTS	1,703.92
101-1800-42210	OPERATING SUPPLIES	111.64
101-1800-43309	COMPUTER SUPPORT	2,849.94
101-1800-43321	TELEPHONE	120.00
101-1800-43331	LEASE PAYMENTS	1,294.17
101-1940-42212	MOTOR FUELS	29.50
101-1940-42220	REPAIR & MAINT	348.62
101-1940-43410	RENTAL EXPENSE	48.64
101-2400-32210	Residential Re-Roof Only	198.00
101-2400-42212	MOTOR FUELS	102.63
101-2400-42220	REPAIR & MAINT	269.99
101-2400-43331	LEASE EXPENSE	890.66
101-2400-43350	PRINTING/LEGAL PUBLICATION	143.74
101-9200-43300	PROFESSIONAL SERVICES	7,975.00
101-9200-43350	LEGAL PUBLICATIONS	90.00
101-9200-43430	MISCELLANEOUS	98.68
101-9200-43460	REMIT COMMUNITY ACTION LEVY	8,698.73
101-9200-43461	REMIT SENIOR CITIZEN LEVY	8,698.73
101-9200-43462	REMIT ARBORETUM LEVY	8,698.73
202-6323-45510	CAPITAL - RESIDENTIAL	10,059.62
203-9000-42210	OPERATING SUPPLIES	366.40
203-9000-42212	MOTOR FUELS	6,549.25
211-5500-42220	REPAIR & MAINT	202.24
211-5500-43300	PROFESSIONAL SERVICES	675.00

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/21/2025 - 04/21/2025

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						
	211-5500-43430	MISCELLANEOUS		1,737.15			
	211-5503-43430	MISC - USE OF HOLDEN TRUST		239.98			
	223-0000-22800	OTHER LIABILITIES		348.90			
	225-2120-41113	UNIFORM ALLOWANCE		776.80			
	225-2120-42200	OFFICE SUPPLIES		168.54			
	225-2120-42209	SAFETY EQUIPMENT SUPPLIES		356.05			
	225-2120-42210	OPERATING SUPPLIES		799.60			
	225-2120-42212	MOTOR FUELS		5,400.82			
	225-2120-42220	REPAIR & MAINT		839.43			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		189.30			
	225-2120-43300	PROFESSIONAL SERVICES		78.88			
	225-2120-43330	PROFESSIONAL DEVELOPMENT		120.00			
	225-2120-43331	LEASED PAYMENTS		17,284.73			
	225-2121-41113	UNIFORM ALLOWANCE		225.30			
	225-2220-42210	OPERATING SUPPLIES		352.43			
	225-2220-42212	MOTOR FUELS		1,437.96			
	225-2220-42220	REPAIR & MAINT		680.12			
	225-2220-42221	R&M BUILDING		1,048.03			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		920.49			
	225-2220-43331	LEASED PAYMENTS		1,833.36			
	225-2700-43300	PROFESSIONAL SERVICES		1,919.33			
	225-2700-43430	MISCELLANEOUS		1,259.00			
	227-3230-43428	USED OIL RECYCLING EXPENSE		50.00			
	230-5200-41140	UNEMPLOYMENT		167.03			
	230-5200-42210	OPERATING SUPPLIES		6,799.75			
	230-5200-42212	MOTOR FUELS		789.45			
	230-5200-42220	REPAIR & MAINT		134.73			
	230-5200-43331	LEASE PAYMENTS		10,124.72			
	230-5200-43430	MISCELLANEOUS		210.00			
	230-5215-42210	OPERATING SUPPLIES		6,600.00			
	230-5216-42210	OPERATING SUPPLIES		80.00			
	230-5225-42220	REPAIR & MAINT		1,148.00			
	235-3100-41140	UNEMPLOYMENT		220.62			
	235-3100-42200	OFFICE SUPPLIES		2.69			
	235-3100-42212	MOTOR FUELS		3,731.89			
	235-3100-42220	REPAIR & MAINT		445.14			
	235-3100-43331	LEASE PAYMENTS		4,085.15			
	235-3100-43430	MISCELLANEOUS		402.43			
	235-3125-42220	REPAIR & MAINT		709.32			
	235-3125-43402	DOWNTOWN SNOW REMOVAL		18,054.00			
	237-3190-42212	MOTOR FUELS		444.20			
	237-3190-43331	LEASE PAYMENTS		1,879.16			
	238-0000-13200	DUE FROM OTHER GOVTS		471.74			
	238-3160-42212	MOTOR FUELS		44.08			
	238-3160-43331	LEASE PAYMENTS		427.64			
	251-9360-43467	REMIT LOCAL SALES TAX COLLECT		107,072.97			
	278-6515-43430	MISCELLANEOUS		153.70			
	400-1481-43430	MISCELLANEOUS		253.50			
	400-1700-45500	ENGINEERING CAPITAL OUTLAY		86.00			
	400-1800-45500-00001	IT/GIS CAPITAL OUTLAY		405.90			
	400-2120-45500	POLICE CAPITAL OUTLAY		18,703.84			
	400-3100-45500	STREET CAPITAL OUTLAY		764.93			
	400-5200-45500	PARKS CAPITAL OUTLAY		218.97			
	401-1712-43350	LEGAL PUBLICATIONS		226.60			
	401-9030-42210	OPERATING SUPPLIES		3,236.28			
	401-9030-43300-23:05	PROFESSIONAL SERVICES		1,639.75			
	401-9030-43300-23:16	PROFESSIONAL SERVICES		3,728.00			

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			44,033.53	44,033.53		
	202 - SCDP GRANTS			10,059.62	10,059.62		
	203 - TRANSIT FUND			6,915.65	6,915.65		
	211 - LIBRARY FUND			2,854.37	2,854.37		
	223 - DRUG FORFEITURE			348.90	348.90		
	225 - PUBLIC SAFETY FUND			35,690.17	35,690.17		
	227 - RECYCLING FUND			50.00	50.00		
	230 - PARK & RECREATION FUND			26,053.68	26,053.68		
	235 - STREET & SEWER FUND			27,651.24	27,651.24		
	237 - SANITARY SEWER FUND			2,323.36	2,323.36		
	238 - STORM SEWER FUND			943.46	943.46		
	251 - LOCAL OPTION SALES TAX			107,072.97	107,072.97		
	278 - HEALTHY EMPLOYE INITIATIVE			153.70	153.70		
	400 - CAPITAL PROJECTS FUND			20,433.14	20,433.14		
	401 - CONSTRUCTION FUND			8,830.63	8,830.63		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			1,992.85	1,992.85		
	1400 - ADMINISTRATION			490.00	490.00		
	1481 - HISTORIC WATER TOWER REPA			253.50	253.50		
	1700 - ENGINEERING			1,789.92	1,789.92		
	1712 - 17:12 Wright St Resurfaci			226.60	226.60		
	1800 - IT/GIS			4,781.65	4,781.65		
	1940 - CITY HALL			426.76	426.76		
	2120 - POLICE DEPARTMENT			44,717.99	44,717.99		
	2121 - COMMUNITY SERVICE			225.30	225.30		
	2220 - FIRE DEPARTMENT			6,272.39	6,272.39		
	2400 - COMMUNITY DEVL/INSPECTION			1,605.02	1,605.02		
	2700 - ANIMAL CONTROL			3,178.33	3,178.33		
	3100 - S & S MAINTENANCE			9,652.85	9,652.85		
	3125 - SNOW REMOVAL			18,763.32	18,763.32		
	3160 - STORM SEWER EXPENSE			471.72	471.72		
	3190 - SANITARY SEWER EXPENSE			2,323.36	2,323.36		
	3230 - RECYCLING EXPENSE			50.00	50.00		
	5200 - PARK MAIN/ADMINISTRATION			18,444.65	18,444.65		
	5215 - ADULT SOFTBALL			6,600.00	6,600.00		
	5216 - TOURNAMENTS PROGRAM			80.00	80.00		
	5225 - MEMORIAL BENCHES & TREE PROGRAM			1,148.00	1,148.00		
	5500 - LIBRARY-BUDGETED			2,614.39	2,614.39		
	5503 - HOLDEN TRUST DONATION USE			239.98	239.98		
	6323 - SE BRAINERD SCDP GRANT			10,059.62	10,059.62		
	6515 - HEALTHY EMPLOYE INITIATIVE			153.70	153.70		

04/17/2025 01:49 PM
User: pziemer
DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD
EXP CHECK RUN DATES 04/21/2025 - 04/21/2025
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							
--- TOTALS BY DEPT/ACTIVITY ---							
	9000 - TRANSIT FUND			6,915.65	6,915.65		
	9030 - CONSTRUCTION PROJ-MISC			8,604.03	8,604.03		
	9200 - CITY-WIDE			34,259.87	34,259.87		
	9360 - LOCAL OPTION SALES TAX			107,072.97	107,072.97		

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

Upon roll call the following Members were noted as present: Bevans, Czeczok, Johnson, Stunek, Yeager, Erickson, and O'Day. Mayor Badeaux was also noted as present.

Chair O'Day led the Pledge of Allegiance to the flag.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND ERICKSON, DULY CARRIED, TO APPROVE THE AGENDA MOVING THE ITEMS CONSIDER CONDITIONAL USE PERMIT FOR BRIDGES OF HOPE AND CONSIDER CONDITIONAL USE PERMIT FOR MY NEIGHBOR TO LOVE AFTER THE PUBLIC FORUM, AS WELL AS MOVING THE ITEM REGARDING PUBLIC UTILITIES DIRECTOR RESIGNATION TO ITEM ONE ON PERSONNEL AND FINANCE COMMITTEE.

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

- A. Approval of Bills
- B. Approval of Minutes
- C. Department Activity Reports
- D. Approve Temporary Beer Application Submitted by the Brainerd Eagles for an Event to be held on April 26, 2025, at Memorial Park 1700 Mill Ave
- E. Approve MN Lawful Gambling Application for Exempt Permit Submitted by Brainerd Elks Lodge #615 for an Event to be held on May 7, 2025, at 1115 Wright Street
- F. Approve MN Lawful Gambling Application to Conduct Off-Site Gambling Submitted by Brainerd American Legion Post 255 for an Event to be held on May 7, 2025, at 1115 Wright St
- G. Approve Temporary On-Sale Liquor License Submitted by the Brainerd Jaycees for an Event to be held on May 8, 2025, at 602 S 5th Street
- H. Approve MN Lawful Gambling Application for Exempt Permit Submitted by Central Lakes College Foundation for an event to be held on October 15, 2025, at 501 W College Dr
- I. Approve MN Lawful Gambling Application for Exempt Permit Submitted by Crow Wing County Snowmobile Trails Association for an Event to be held on January 25, 2026, at 708 Front Street
- J. Approve Street Closure/Event Application- Brainerd Night Out 2025
- K. Approve Temporary and Permanent Easements - Imp 23-13 - TH 371B/Willow St Roundabout Project

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

Public Forum

The Chair opened the public forum at 7:33 p.m.

No one came forward.

The Chair closed the public forum at 7:34 p.m.

**Consider Interim Use Permit for the Operation of a Year-Round Warming Shelter-
1926 S 7th St**

Community Development Director Kramvik gave an overview of the interim use permit. Planning Commission recommended approving the interim use permit with conditions with a 3-2 vote.

Member Johnson asked about the initial staff recommendation for the warming shelter, why staff's recommendation was to only operate the shelter during cold months.

Community Development Director Kramvik stated that staff's recommendation was to allow for the warming shelter in the cold months, he cited the comprehensive plan as background to the recommendation.

Member Johnson asked Chief Davis for his recommendation regarding providing a year-round warming shelter.

Police Chief Davis stated that the warming shelter has been a good community partner with the Police Department during the winter months. The department is primarily concerned with the draw from outside of our community to the warming shelter and exhausting our resources for local individuals. He is aware of law enforcement agencies outside of Crow Wing County assisting individuals to come to Brainerd from other communities. Some of these individuals have lost privileges in these communities. He does not see the need for shelter in the summer months as a critical emergency as he does in the winter.

MOVED BY COUNCIL MEMBER BEVANS TO APPROVE THE INTERIM PERMIT FOR OPERATION OF A WARMING SHELTER AT 1926 S 7TH ST WITH THE FOLLOWING CONDITIONS: THE INTERIM USE PERMIT SHALL EXPIRE ON JUNE 30, 2028, THE FACILITY OPERATES BETWEEN THE MONTHS OF SEPTEMBER 1ST – APRIL 30TH EACH YEAR, THE FACILITY MAY OPERATE FROM APRIL 30TH THROUGH AUGUST 31ST, IN 2025, IF THE BRAINERD POLICE DEPARTMENT DETERMINES THAT THE FACILITY HAS BEEN USED IN A DISORDERLY MANNER AND UPON THE RECOMMENDATION OF THE POLICE CHIEF, THE INTERIM USE PERMIT SHALL BE BROUGHT BEFORE THE CITY COUNCIL FOR REVIEW AND CONSIDERATION FOR SUSPENDING OR REVOKING THE PERMIT AT THE NEXT AVAILABLE CITY COUNCIL MEETING, FINALLY, THE SHELTER STAFF SHALL PROVIDE A REPORT TO CITY COUNCIL EACH YEAR PRIOR TO SEPTEMBER 1ST.

The Chair declared the motion failed due to a lack of a second.

Member Johnson stated that he was a champion of the warming shelter when it first came about because of the dire need for a warming shelter in the cold of winter.

Member Bevans stated that shelter is less of a critical need in the summer. However, he believes that having shelter available in the summer would have a positive effect on individuals camping on public lands.

Member Yeager stated that he has visited with leaders in our community and others regarding warming shelters. This is a complicated issue. He supports the permit through the summer months as he believes the camping ban was the right decision, he wants to enable law enforcement to provide options for those who have nowhere to go in the summer months, and the robust network of volunteers that have contributed time and money. He does see that Brainerd is becoming a refuge City and that comes with risk, but he refuses to exclusively measure the shortcomings of individuals simply by their station in life. He would like to be provided more specific data when leaders of our community make requests such as this. He

would like to evaluate the permit yearly, because of the data that is available on crime associated with the warming shelter.

Chair O'Day stated that the concerns of Chief Davis were his as well. He called on communities throughout the state to provide similar services like the warming shelter appropriately sized for their communities. Overall, the shelter has been successful, if other communities aren't taking the initiative to bring shelters to their communities, it causes our community to take on more of the "burden".

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO APPROVE THE CONDITIONAL USE PERMIT FOR OPERATION OF A WARMING SHELTER AT 1926 S 7TH STREET UNDER THE FOLLOWING CONDITIONS: THE INTERIM USE PERMIT SHALL EXPIRE ON JUNE 30, 2026, THE FACILITY OPERATES BETWEEN THE MONTHS OF SEPTEMBER 1ST – APRIL 30TH EACH YEAR, IF THE BRAINERD POLICE DEPARTMENT DETERMINES THAT THE FACILITY HAS BEEN USED IN A DISORDERLY MANNER AND UPON THE RECOMMENDATION OF THE POLICE CHIEF, THE INTERIM USE PERMIT SHALL BE BROUGHT BEFORE THE CITY COUNCIL FOR REVIEW AND CONSIDERATION FOR SUSPENDING OR REVOKING THE PERMIT AT THE NEXT AVAILABLE CITY COUNCIL MEETING, FINALLY, THE SHELTER STAFF SHALL PROVIDE A REPORT TO CITY COUNCIL EACH YEAR PRIOR TO SEPTEMBER 1ST.

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

Consider Conditional Use Permit for a Boarding House on NW 3rd Street- My Neighbor to Love

Community Development Director Kramvik gave an overview of the conditional use permit. He stated that the Planning Commission recommended approval of the conditional use permit with a 3-2 vote.

Member Johnson stated that he will vote no as it does not fit the comprehensive plan or the TN-2 zoning.

Member Yeager stated that he will vote no as he was a part of the Planning Commission when these projects were first brought forward. He is not against this type of work which he believes is a common default for the public. He does not agree with the methodology but is in support of low-income housing. The spirit of these lots for zoning was to be high density. There was also a lot of dialogue at the time of the initial application about keeping the trees which were removed. He does not support the boundary adjustment.

Mayor Badeaux stated that Mike Duval spoke against the project at the Planning Commission. He was surprised by the language of a "boarding house". He does not think that he supports a boarding house in any location. There is too much wiggle room in location and the use of a boarding house. He would not want to live next to a boarding house. The Council is supposed to set parameters and he does not feel they can do that with boarding houses. He spoke to the supporters of the project saying that as Council Members they are representatives of the entire City. He reminded the supporters of the project that when things don't go in the direction that we like, we don't throw people under the bus for these decisions.

Chair O'Day stated that he agrees with the comments of Members Yeager and Johnson. He thinks the Council should revisit whether or not the City wants to have boarding houses in the City.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND BEVANS TO APPROVE THE CONDITIONAL USE PERMIT FOR A BOARDING HOUSE ON NW 3RD STREET FOR MY NEIGHBOR TO LOVE COALITION WITH THE FOLLOWING CONDITIONS: THE APPLICANT IS ALLOWED 18 MONTHS TO START THE PROJECT, A BOUNDARY LINE ADJUSTMENT WHICH INCLUDES THE STORMWATER RETENTION BASIN IS APPROVED PRIOR TO ISSUANCE OF THE BUILDING PERMIT.

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

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND YEAGER TO DENY THE CONDITIONAL USE PERMIT BASED ON THE COMMENTS MADE AND TO BRING BACK A RESOLUTION DENYING THE PERMIT AT THE NEXT MEETING.

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

Council Committee Reports

Safety and Public Works Committee

Consider Removing Park Maintained Flag Poles in Downtown Brainerd

Committee Chair Erickson stated that one of the flags was fitted with a mechanism to enable staff to raise and lower it. The committee would like to know the cost to make the appropriate changes to the rest of the flag poles downtown so that they can be maintained properly without removing them.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO DIRECT STAFF TO GET INFORMATION ON THE COST TO ADD LOCKING MECHANISMS AND LIGHTS TO ALL FLAG POLES DOWNTOWN.

Discuss Assessment Methodology for Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project

Committee Chair Erickson stated that staff anticipate additional costs with the alleyway and questioned whether the cost should be applied to the entire project or just to those adjacent to the alley. The motion spreads the cost to all property owners on the project based on frontage.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER, DULY CARRIED, TO CONTINUE AS CURRENTLY PRESENTED IN THE FEASIBILITY REPORT, WHERE ALL ITEMS ARE BID UNDER ONE SET OF ITEMS AND UNIT PRICES AND SPREAD ON A PER FRONT FOOT BASIS REGARDLESS OF LOCATION.

Personnel and Finance Committee

Accept Resignation of Public Utilities Director Christopher Evans and Discuss Interim Position

Committee Chair Johnson stated that he has met with various staff in response to Mr. Evans' resignation letter to address accusations that were made to ensure that the City is operating a healthy environment. He has learned so far that there is room to improve. He stated that if any employee feels that there are things that are unsafe, he would refer them to the employee policy manual as there are steps to take to resolve issues rather than to resign.

Member Czczok stated that the resignation letter was not included in the packet or in the room. He finds that fact quite interesting. He stated that in almost every instance a resignation letter is included in the packet as it is a public document. He does not believe there was anything included in the letter that talked about unsafe environments.

Administrator Broyles stated that there may be some miscommunication. The City Attorney stated that if the letter was sent to the entire Council, there wasn't necessity for the letter to be included in the packet.

Attorney Langel stated that the document is a public document to an extent. Just because the letter is a topic of the agenda item, does not mean that the letter is required to be in the packet.

Member Czczok questioned Attorney Langel's statement. He stated that per the open meeting law, any documents that the Council bases its decision on are required to be in the meeting room. It is no different that any emails received by all Council Members. He stated that the resignation letter contained several elements of truth, he contacted Mr. Evans asking if he would be interested in maintaining his employment if the Council were to reject his resignation letter.

Attorney Langel disagreed with Member Czczok's statement.

Member Erickson stated that he did not interpret the resignation letter to mean there was an unsafe work environment. He was on the committee that hired Mr. Evans, he thought at the time that he was the strongest candidate and maintains that belief.

Member Johnson stated that he did not interpret the letter as stating that there was an unsafe work environment. He did state that if any of the employees felt they were unsafe that the employee policy manual is where he would refer them. What Mr. Evans said was that it is a hostile work environment. He does agree that if all Council Members receive a nonprivate document, it should be in the Council Packet.

Member Czczok questioned whether the letter will be put in the Council packet online.

Administrator Broyles stated that if staff is directed to put the letter in the packet online, it will be.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND JOHNSON AND STUNEK TO ACCEPT THE RESIGNATION OF PUBLIC UTILITIES DIRECTOR CHRISTOPHER EVANS EFFECTIVE APRIL 4, 2025.

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

Member Czczok stated that there are elements of truth in the letter and he is not afraid to hide from the truth. If anyone doesn't support that statement, then he believes they are in the wrong position.

Mayor Badeaux stated that he supports the inclusion of the document, and does not believe the City has anything to hide from.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND ERICKSON, DULY CARRIED, TO INCLUDE THE RESIGNATION LETTER FROM MR. EVANS IN THE ONLINE PACKET.

Member Johnson stated that the committee felt it wasn't necessary to hire an Interim Director immediately, the division managers can report to Administrator Broyles while the City seeks an interim director. There are outstanding items for the City Council to resolve prior to hiring a full-time director.

Member Czczok stated that he will vote no as there is already someone at the Utility with years of experience and respect of employees to do the Director job. He does think that accepting the resignation of an individual is kicking the can down the road. He requested that others refrain from speaking when a Member has the floor.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS TO DIRECT STAFF TO HIRE AN INTERIM PUBLIC UTILITIES DIRECTOR.

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

Discuss Proposed Changes to Special Assessment Policy

Committee Chair Johnson stated that the committee is recommending additional language that states for lot splits, the assessment would be paid on the smaller parcel until 50% of the larger parcel was parceled out or any time a property is transferred via sale.

Member Bevans stated that staff is still working on when there is developed property within the City of Brainerd that is not in the City, like the Beaver Dam properties.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE SPECIAL ASSESSMENT POLICY WITH THE INCLUDED CHANGES AS PRESENTED WITH THE ADDITION OF LOT SPLIT LANGUAGE THAT THE ASSESSMENT ON THE SMALLER PARCEL WOULD ONLY BE PAID UNTIL 50% OF THE LARGER PARCEL IS PARCELED OFF.

Review Municipal Cannabis Dispensary Proposals

Committee Chair Johnson stated that the City received two proposals to review for future thought if the municipal license becomes available again.

League of MN Cities Insurance Trust (LMCIT) Premium Renewal March 2025-February 2026

Committee Chair Johnson stated that Finance Director Hillman's budgeted estimate was right on during the budget process.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE INSURANCE RENEWAL FROM LMCIT FOR THE PERIOD OF MARCH 1, 2025-FEBRUARY 28, 2026.

Consider Waiving Council Approval for Grant Applications for the Water Treatment Plant as Requested by the Wastewater Treatment Management Board

Committee Chair Johnson stated that this change was prompted by the Wastewater Treatment Board in order to ensure that they could apply for grants in a timely manner. This change is to apply to all departments and boards.

Member Czczok stated that he was instrumental in the initial establishment of this policy.

Member O'Day stated that he is glad that the committee asked for a review of this policy after six months. He feels the change is a little broad.

Mayor Badeaux questioned whether the committees and departments receiving these grants will be informed prior to application.

Member Johnson stated that the application to the grants will still need to be prompted by the Board or Department that the grant would benefit. He wants to treat all of the departments the same.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO AMEND THE GRANT POLICY SECTION 3 POLICY STATEMENT TO STATE THAT "CITY OF BRAINERD STAFF SHALL OBTAIN EXPLICIT APPROVAL FROM THE CITY ADMINISTRATOR AND PERSONNEL AND FINANCE CHAIR PRIOR TO SUBMITTING ANY GRANT APPLICATION THAT FALLS UNDER ONE OR MORE OF THE FOLLOWING CATEGORIES"; FURTHER THAT THE CITY WILL REVIEW THIS CHANGE IN 6 MONTHS TIME.

Approve Voluntary Demotion of Mitch Lachelt to Journeyman Lineworker Position

Committee Chair Johnson stated that Mr. Lachelt applied for the position as he feels that his current position isn't the best fit for him. He was the most qualified candidate. Prior to his promotion, he was on step six of the Lineworker wage grid.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO APPROVE THE VOLUNTARY DEMOTION OF MITCH LACHELT TO THE JOURNEYMAN LINEWORKER POSITION EFFECTIVE APRIL 8, 2025; FURTHER, THAT HE BE PLACED ON STEP 6 OF THE JOURNEYMAN LINEWORKER POSITION (\$51.96 PER HOUR); FURTHER TO AUTHORIZE BACKFILLING THE ELECTRIC DISTRIBUTION SUPERVISOR POSITION INTERNALLY AND, IF NO QUALIFIED CANDIDATES APPLY, TO PROCEED WITH AN EXTERNAL POSTING.

Authorize Recruitment of a Public Utilities Department Full-time Laborer Position

Committee Chair Johnson stated that the department had a facilities custodian in the budget. However, the department feels the laborer position would be more beneficial.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO AUTHORIZE STAFF TO BEGIN THE HIRING PROCESS FOR A FULL-TIME LABORER POSITION FOR THE PUBLIC UTILITIES DEPARTMENT.

Approve Memorandum Of Understanding (MOU) Extending Timeframe Allowing IBEW Employees to Work at Hydro Facility

Committee Chair Johnson stated that the City is negotiating with the Steelworkers Union coming up. Staff is hopeful that a long term fix can be established for the operation of the hydro facility.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE MOU BETWEEN THE CITY OF BRAINERD, THE USW LOCAL NO. 9230 UNIT 09 UNION, AND THE IBEW LOCAL NO. 31 UNION REPRESENTING PUBLIC UTILITY EMPLOYEES THAT ALLOWS IBEW PUBLIC UTILITY EMPLOYEES TO ASSIST AT

THE HYDRO DAM FACILITY AS NEEDED TO MAY 1, 2025; FURTHER, TO AUTHORIZE THE SIGNATURE OF CITY ADMINISTRATOR ON SAID MOU.

Authorize Request for Proposals to Obtain Plan Design Proposals and Pricing Quotes for Private MN Paid Family & Medical Leave (PFML) Options

Committee Chair Johnson stated that thirteen other states have adopted the Paid Family and Medical Leave policy, there may be an opportunity to find the insurance for less initially and reassess after Minnesota has established its public policy.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO AUTHORIZE STAFF/INTEGRITY BENEFITS TO CONDUCT A REQUEST FOR PROPOSALS (RFP) TO OBTAIN PLAN DESIGN PROPOSALS AND PRICING QUOTES FOR PRIVATE MN PFML OPTIONS.

Unfinished Business

Call for Applicants – Informational:

Mayor Recommended: (terms to expire on 12/31 of said year)
Charter Commission – **2 terms** (Expire 2025) **2 terms** (Expire 2026)
Housing & Redevelopment Authority -- **1 term** (Expire 2027)
Library Board-- **1 term** (Expire 2027)
Public Utilities Commission—**1 term** (Expire 2028)
Transportation Advisory Committee- **2 terms** (Expire 2025) **1 term** (Expire 2026)
Council President Recommended: (terms expire on 12/31 of said year)
Water Tower Committee—**2 terms**

Public Hearing on Submission of Small Cities Development Program (SCDP) Grant Application to Department of Employment and Economic Development (DEED) for Streetscape along Washington Street

John Schommer, HRA Rehab Coordinator, stated that the HRA on behalf of the City of Brainerd is applying for \$580,000 to be applied toward the Washington Street Reconstruction. The dollars are specifically for streetscape which would alleviate some of the cost to the City for the lighting on the Washington project. The goal of the public hearing is to allow citizens to provide input on the grant project which is just over \$2 million for the streetscape portion. The project will begin in 2026 and be completed in 2027.

The Chair opened the public hearing at 8:32 p.m.

No one came forward.

The Chair closed the public hearing at 8:33 p.m.

Member Czczok asked if the grant will cover all amenities at prevailing wage.

Mr. Schommer stated that the project will be at the prevailing wage as it is a State project. The dollars will not cover the entire cost of the lighting as this portion of the project is just over \$2 million. The purpose of the grant is to offset a portion of the City's cost.

Approve Title Transfer of CWC Tax Forfeit Property

Community Development Director Kramvik stated that the estimated cost to transfer the property is \$1 for the land, a \$46 recording fee, a \$1.65 deed tax, and a \$25 state deed fee for a \$73.65 total.

MOVED AND SECONDED BY COUNCIL MEMBERS YEAGER AND CZECZOK, DULY CARRIED, TO APPROVE LAND TRANSFER OF (PID 41230522) FOR \$1.00 PLUS RECORDING FEES.

Adopt Resolution - Accept Offers for Temporary Easements on TH 210 Reconstruction Project

Public Works Director Habighorst stated that the easements are temporary construction easements. The offer for the easements totals \$7,500.

Member Johnson asked where the money would be allocated to.

Finance Director Hillman stated that the money will be allocated to the City's portion of the project.

Member Erickson stated that he would abstain due to his employment.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK TO ADOPT RESOLUTION ACCEPTING THE OFFERS FOR THE TEMPORARY EASEMENTS FOR THE HIGHWAY 210 RECONSTRUCTION PROJECT.

RESOLUTION 27:25

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

Update on the Airport

Administrator Broyles stated that the letter provided was a coordination between City staff, County staff, and the Airport Director. The general recommendation is to attempt to consolidate all the disparate governing documents into one mutual agreement to be agreed upon and signed by the City Council, the County Commission, and the Airport Commission.

Member Czeczok asked if the agreement would be approved by the City Council and County and then go to the Airport Commission for approval.

Member Yeager stated that he thinks the Airport Commission should approve the agreement first.

Member Czeczok stated that reading through the letter, it doesn't seem that the County will be taking on more of a responsibility of the airport, specifically taking over the levy. He asked whether this agreement would work its way into an ordinance.

Administrator Broyles stated that in the letter it does not include for the County to assume the responsibilities. He sees it as services or payment that would be negotiated with the County. The agreement would work its way into a binding legal document.

Member Yeager stated that he has had many conversation with Commissioner Barrows and they agree that it would be an ordinance change. He gave an update on the Airport Commission that included the 4.6% growth in March, the airport has received the budget plan

through 2030 that will be discussed at the upcoming meeting, and he reached out to the Airport Director of the St. Cloud Airport to potentially work with a consultant. The Airport Commission may or may not hire a Deputy Director, they will discuss that at its meeting on Thursday.

Member Johnson stated the document includes all of the same information that has previously been proposed to the Council. He would like to see the County taking more responsibilities at the Airport and the City taking on less responsibilities.

Member Czeczok stated that he echoes all of Member Johnson's comments. He stated that he may be able to accept all of the details in the document, if Crow Wing County took over the administration of the Airport Levy.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND YEAGER, DULY CARRIED, TO DIRECT MEMBER YEAGER TO PRESENT THE LETTER DRAFTED BY STAFF TO THE AIRPORT COMMISSION AT ITS MAY MEETING AND RETURN WITH THE COMMISSION'S FEEDBACK.

Discussion on Council Priorities to Staff

Administrator Broyles stated that the Council asked to formally identify priorities to staff. The priorities will be helpful in dividing up resources and to figure out where to emphasize efforts.

Chair O'Day stated that he believes the best place for discussion would be at a workshop.

Member Czeczok stated that the City has been pursuing integration of Finance and Public Works. He is not in favor of amending the Charter at this time to do so. There has been a lot of concern and confusion regarding the Public Utilities integrating with Public Works. He wants to provide clear direction to staff.

Member Bevans stated that he will vote no, as he does not believe there is enough information to discontinue discussions. He would like to continue receiving information to better support his decision.

Member Johnson stated that Council can decide at a later date to continue conversations of integration. Maybe taking a break from integration could be a good thing to pursue other priorities.

Member O'Day stated that he agrees with Member Johnson's comments. He has learned a lot from the meetings that have taken place regarding integration. Much of what he has learned is that integration is going to be expensive, it may be more beneficial when financial software needs to be updated. Charter changes only take one Council Member to disagree and then all of the time taken to plan is a waste.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO CEASE AND DESIST DISCUSSIONS OF UTILITY SERVICES TO BE INCLUDED IN THE PUBLIC WORKS DEPARTMENT BEING AMENDED WITH A CHARTER CHANGE.

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

Member Johnson questioned whether the presentation on Finance integration would ever see the light of day.

Member Czczok stated that the Council Members were provided with the integration document given by Staff to the workgroup. Staff's recommendation was to not integrate, he believes that the Council needs to take the advice of our Department Heads.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND ERICKSON TO NOT CONDUCT A WORKSHOP OR MOVE FORWARD WITH THE INTEGRATION OF FINANCE DEPARTMENTS.

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

Member Johnson clarified that by not hiring a Deputy Administrator for 18 months, the 2026 budget would not include funding for a Deputy Administrator position.

Member Czczok stated that it seemed that many of the Members at the retreat did not agree that a Deputy Administrator was needed. He wants to give clear direction to staff with this motion.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO NOT PURSUE THE HIRING OF A DEPUTY ADMINISTRATOR FOR AT LEAST THE NEXT 18 MONTHS.

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

Member O'Day asked Council to schedule a workshop of the Council to have a round table discussion on priorities.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO SET A WORKSHOP FOR APRIL 28TH, 2025 AT 6:30 P.M. TO DISCUSS CITY COUNCIL PRIORITIES.

Administrator Broyles gave an overview of the proposed document. He asked for feedback on the document.

Generally the Council asked for the list to be in excel format, use colors, use percentage complete, and include the next expected touch in the document.

New Business

Consider Conditional Use Permit for Vehicle, Trailer, and Equipment Sales - 1801 Mill Ave.

Community Development Director Kramvik gave an overview of the conditional use permit.

Member Johnson asked about the "screening requirements", questioning whether that meant that trees are being removed.

Community Development Director Kramvik stated that there are no trees planned to be removed.

Member Czczok asked that not removing trees be included as a condition in the permit.

Member Yeager also requested that the trees also not be limbed any higher.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND YEAGER, DULY CARRIED, TO APPROVE THE CONDITIONAL USE PERMIT REQUEST FOR 1801 MILL AVE AS PRESENTED; FURTHER TO DIRECT STAFF TO REMOVE THE SCREENING REQUIREMENTS IN THE ZONING CODE FOR OUTSIDE SALES AREAS WHILE MAINTAINING THE NATURAL SCREENING.

Adopt Resolution - Approve Plans and Authorize Bidding - Improvement 21-13 - Beech/Oakridge Reconstruction Project

Public Works Director Habighorst gave an overview of the project.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND ERICKSON TO ADOPT RESOLUTION APPROVING PLANS AND SPECIFICATIONS, AND ORDERING ADVERTISEMENT FOR BIDS FOR IMPROVEMENT 21-13.

RESOLUTION 28:25

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

Adopt Resolution - Accept Bids and Award Contract - Improvement 23-16 - South Brainerd Resurfacing Project

Public Works Director Habighorst gave an overview of the project.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND ERICKSON TO ADOPT RESOLUTION IN WHICH ACCEPTS THE BIDS AND AWARDS THE CONTRACT TO KNIFE RIVER CORPORATION - NORTH CENTRAL IN THE TOTAL CONTRACT AMOUNT OF \$610,948 AND AUTHORIZE PROPER SIGNATURES ON THE AGREEMENT DOCUMENTS.

RESOLUTION 29:25

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

Discussion on Allowing Sidewalk Performers in Brainerd

Public Works Director Habighorst stated that the City received a request from a resident to conduct sidewalk performances downtown. Currently, the City does not require a permit and individuals can conduct performances on public property. The City may want to develop an ordinance to guide staff in reviewing these requests along with a procedural application form.

Member O'Day asked whether this is just for those who want to receive donations for performing on the sidewalks or if its anyone walking down the sidewalk.

Public Works Director Habighorst stated that receiving money for the performance is one aspect of the request.

Member Czeczok questioned whether the City has an ordinance in place for obstructing the right of way for pedestrian travel already in place.

Community Development Director Kramvik stated that he will do more research and get back to Council.

Mayor Badeaux stated that this sounds like the street closure application could be used as a reference.

Member Bevans stated that he would prefer not to have a fee associated with the application and it could be handled administratively.

MOVED AND SECONDED BY COUNCIL CZECZOK AND JOHNSON TO DIRECT STAFF TO DRAFT AN ORDINANCE ALLOWING FOR AN APPLICATION PROCESS FOR STREET PERFORMERS.

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

Discuss Retail Cannabis Registration

Community Development Director Kramvik stated that the State of Minnesota is responsible for licensing retail dispensaries, while cities are responsible for registering the business. The City of Brainerd allows for two cannabis retail dispensaries. There continues to be confusion about who receives retail registrations from the City if more than one business is license eligible. Based on staff research, it's believed that it is most likely up to local governments to create a process for selecting applicants, which could include a lottery, a first-come/ first-served model, rolling approvals, or other options.

Member O'Day suggested creating a standard to ensure first come first served licenses. He feels its odd that questions cannot be asked before we register their business. He does not like the idea of doing a lottery. He needs more information.

Community Development Director Kramvik stated that due to the State already handling these initial licenses, he believes they will come as a batch, so some sort of lottery system will need to be in place. All the requirements passed by the City Council still need to be met regarding the zoning.

Member Johnson stated that he absolutely opposes first come first served lottery system. He would like legal to review the restrictions and find out how the City is allowed to proceed.

Attorney Langel stated that he will provide more information about what kind of control the City will have.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO HAVE STAFF COME BACK WITH MORE INFORMATION ON WHAT THE CITY'S OPTIONS ARE.

Staff Reports

Technology Director Strong stated that the positions that were created with technology integration had an application period and will be holding interviews. CLC is working to fill their station manager position, they could potentially have staff within a month.

Finance Director Hillman stated that Minnesota Senate District 6 will be holding a Special Primary on April 15th and General Election on April 29th. All City precincts will be open from 7:00 a.m. until 8:00 p.m. Ward 4 will be held at City Hall instead of St. Andrew's.

Public Works Director Habighorst stated that he and Mr. Kramvik have met with UPS regarding parking trailers on the street. Transit Department has been working to remediate issues with the third party contractor.

Community Development Director Kramvik stated that the EDA held a workshop to discuss where funds should be prioritized. The Planning Commission will be holding a public hearing regarding the proposed data centers ordinance. Finally, staff is working with the City Attorney to end the Rural Service District.

City Engineer Dehn stated that ATP awarded the Oak Street Grant to the City, for the project in 2029.

Mayor's Report

Mayor Badeaux stated that on April Fool's Day, Hubbard Radio and Brainerd International Raceway (BIR) partnered to include the City of Brainerd and the Water Tower into their joke. There is some buzz with BIR. The City has been abuzz with many entities, that should be capitalized on. Finally, the Park Board is going to be evaluating their budget.

Council Member Reports

Member Bevans stated that the Library has been awarded the grant to improve our library.

Member Yeager extended his appreciation to those who serve on our boards, especially those on the Planning Commission. He attended the business after hours at Yesterday's Gone.

Member Johnson stated that a constituent asked where the funding for Transit is coming from to pay for the free ride to the Easter Egg Hunt.

Adjourn

Adjourn to Closed Session Pursuant to MN Statute 13D.03 Subd. 3(c)3 to Consider Offers for the Sale of the Annex

MOVED AND SECONDED BY COUNCIL MEMBERS YEAGER AND BEVANS, DULY CARRIED, TO ADJOURN TO CLOSED SESSION PURSUANT TO MN STATUTE 13D.03 SUBD 3(C)3 TO CONSIDER OFFERS FOR THE SALE OF THE ANNEX.

The Chair adjourned the meeting to closed session at 9:43 p.m

The Council took a five-minute break.

The Chair reconvened the meeting at 10:01 p.m.

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

The Chair adjourned the meeting at 10:01 p.m.

Nicholas W. Broyles
City Administrator



BRAINERD POLICE DEPARTMENT MONTHLY REPORT



OFFICER OF THE YEAR AWARD



Officer Jordan Host is 2024 Officer of the Year.

Officer Host was chosen by his peers for Officer of the Year. This award is presented to Host for appreciation of his commendable and dedicated service.

STAFFING & ASSIGNMENTS

Introducing Police Records Technician Courtney DeChaine. Courtney moved back to Minnesota after 6 years out of state. She graduated from Brainerd High School. Courtney is passionate about organization, development, and serving others!



BOOYAH AWARD

Officer Cam Walkowiak is this month's Booyah Winner!



Submitted by Officer Gleason

Cam and Hunter responded to a threats call at Baxter Cub Foods involving a report that the suspect pointed a gun at the victim, as Baxter Officers were unavailable. As Gleason was logging in for his shift, he heard radio traffic by Cam that he and Hunter were contacting the suspect vehicle at a nearby business. A moment later Cam provided a new/updated location and requested emergency traffic for channel 1. The entire time, Cam was extremely calm and clear. While it isn't always easy to remain calm in tense situations, especially as a newer officer, doing so often sets the tone for how the high-risk stop of situation is going to play out by being projected onto partners and the parties involved in the incident. When I arrived on scene, both occupants had been detained, and the investigation continued as normal. Excellent work Cam!

Submitted by Sergeant Pallansch

Sgt. Pallansch received a call from the son of a female who was found deceased. The son wanted to express his gratitude for how professional and respectful the offers were during notification and throughout the process. The son could not stop repeating himself about how professional the officers were during a difficult time for the caller while the officers also had to deal with the mental challenges of handling a death. Dealing with a death is challenging, and making a death notification is even more challenging. Thank you for representing yourselves and this department in such a professional and respectful way. Booyah!

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
March	1,931	439	767	407	13.64 Minutes	62

 **AXON Evidence.com**

CONDUCT ON PREMISES ACTIVITY REPORT

ICR	Date Reported	Title	Address
25003279	3/10/25	Conduct on Premises	310 James St Apt 66
25003357	3/12/25	Conduct on Premises	500 4 th St NW Apt 311
25003720	3/19/25	Conduct on Premises	702 S 7 th St
25003858	3/22/25	Conduct on Premises	804 ½ Lake St

TRAINING & STAFF DEVELOPMENT

Department Training

Department Taser recertification.



Family Advocacy Center Training

Officers attended a training presented by the Family Advocacy Center. Attendees gained an understanding in differences between Minimal Facts, Forensic, and Law Enforcement Interviews and how to gather enough information to determine how to move forward and ensure the safety of the child/teen they are speaking with.



Stop the Bleed Training

The training included re-certification on CPR to include CPR on adults, children, and infants along with the use of AEDs. Along with the CPR training, officers learned how to use new medical equipment that focuses on chest wounds and major bleeding. Some of the medical items being introduced were chest seals and Israeli style pressure dressings. Along with the new equipment, officers practiced previously taught skills to include use of commercial tourniquets along with creating and using improvised tourniquets. The training was needed as new secondary medical bags are being added to squad cars that help to aid officers with major bleeding in highly active environments. After the instruction on bleeding control equipment, officers conducted hands-on training with the use of simulated major bleeding using large pieces of meat and simulated blood.



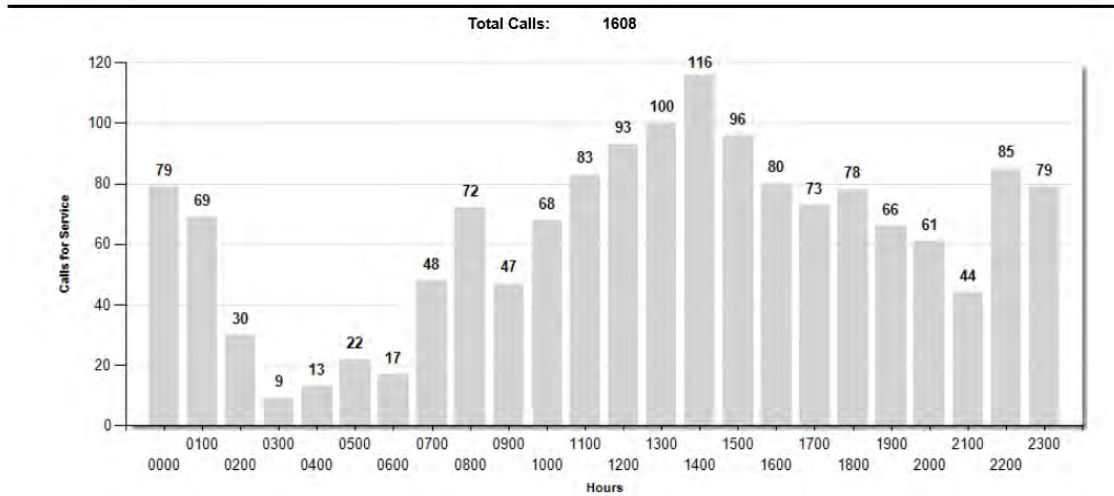
OVERALL CALLS FOR SERVICE

March	2025	2024
Number of Calls for Service	1,528	1,696



Calls for Service Hourly

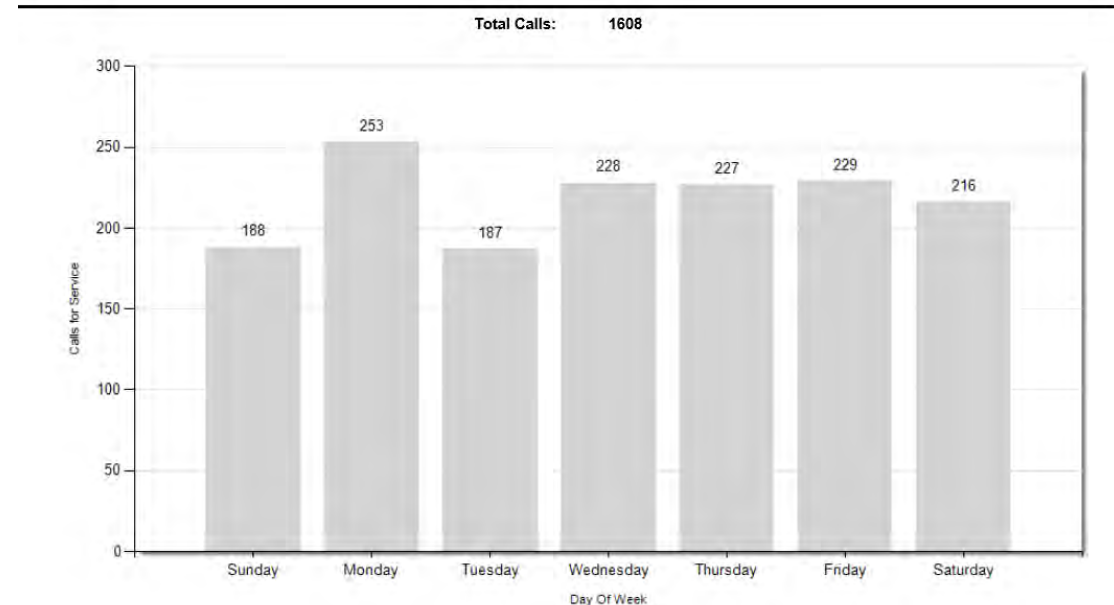
3/1/2025 to 3/31/2025



Calls for Service Day Of Week

Start Date: 3/1/2025

End Date: 3/31/2025



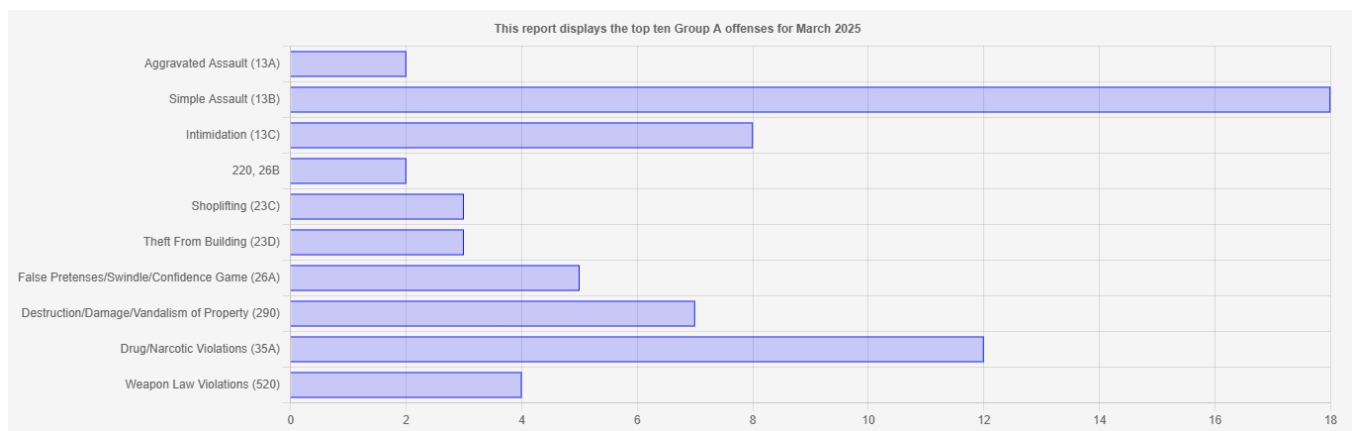
CRIME STATISTICS

Year to Date through Month	2025	2024
Group A Offenses Known or Reported to Police	194	213
Group A and B Arrests	192	176

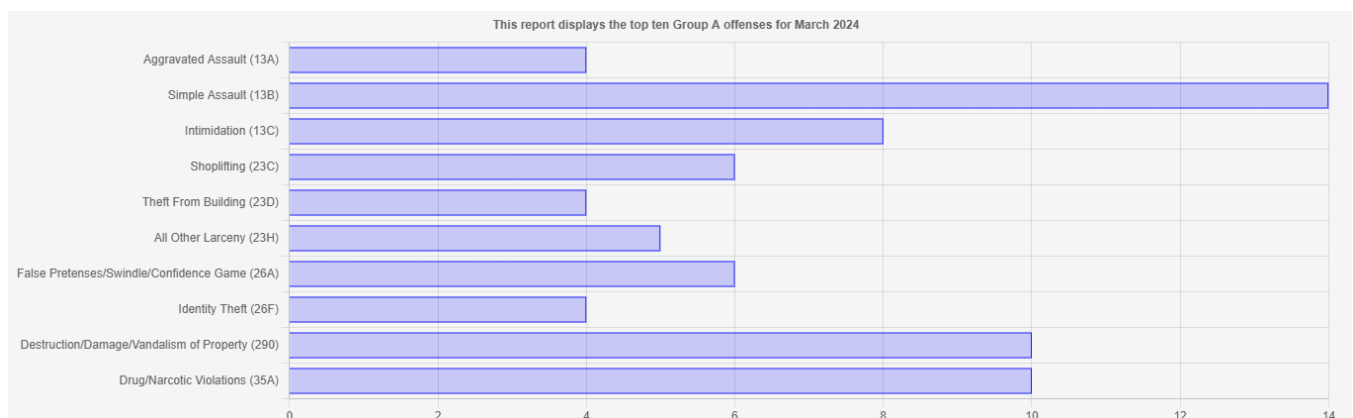
**** Note: 2025 totals do not include case files that have not yet been coded.**

TOP 10 GROUP A OFFENSES

March 2025

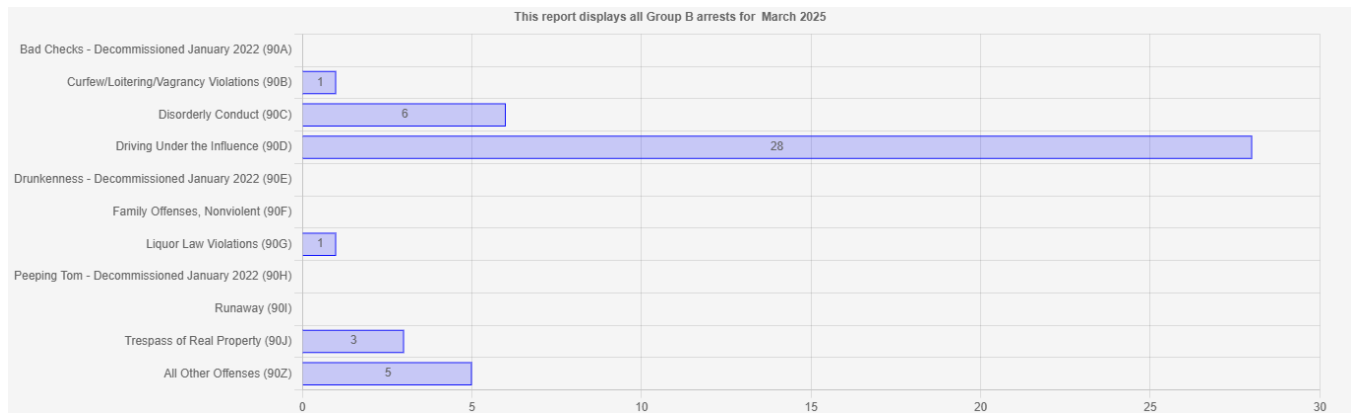


March 2024

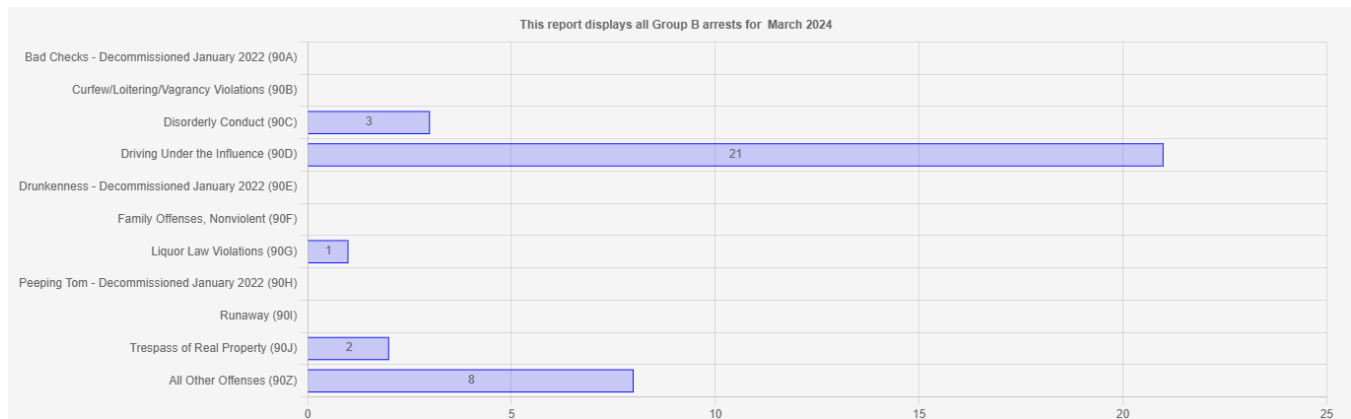


GROUP B ARREST DATA

March 2025



March 2024



CITATIONS, PARKING TICKETS, & WRITTEN WARNINGS

March	2025	2024
Citations (Inc. Parking Tickets & Written Warnings)	163	371

32 parking tickets were issued in the month of March, with the following dispositions.

1	Dismissed
15	Paid in Full
0	Partial Payments Received
16	No Payment Received

Revenue Recapture Receipts:

2024 Total:	\$8,295.10
2025 To Date:	\$2,527.63

COMMUNITY OUTREACH

Community Outreach

Officers had a chance to connect with the community at the Home Show Expo.



Sertoma Liftathon

School Resource Officer Selvestra assisted with the Sertoma Liftathon that was held at the Brainerd High School.



Special Olympics Polar Plunge

School Resource Officer Drew Selvestra made a splash once again while he made the jump at this year's Polar Plunge.

All funds raised go towards programming and events for thousands of Special Olympic athletes statewide.



Reading with Cops

Officer Walkowiak reading to children at the Relationship Safety Alliance in Brainerd. The children were able to persuade Officer Walkowiak to also draw with them.



Bridges Career Exploration Day

The Police Department was an exhibitor at the Bridges Career Exploration Day held at Central Lakes College. Officers interacted with students as they learn about local careers, work environment, necessary skill sets, earning potential, and the training needed to become employed.

St. Patrick's Day Parade

Brainerd Officers assisted with road closures for the St. Patrick's Day Parade in downtown Brainerd and were able to engage with the community at the VFW's Kid's Costume Contest before the parade.

**Skate with a Cop**

Brainerd officers had a great time participating in the 4th Annual Skate with a Cop event hosted by the Crow Wing County Sheriff's Office at the Essentia Health Sports Center in Brainerd.



City of Brainerd

Technology Department Monthly Report

March 2025

Projects

- Technology integration – underway: planning, needs assessment, purchasing, research
- City Hall first floor rewire – entire floor to be rewired for network relocation (integration)
- City Hall first floor network closet – electrical circuits added (CWC), holes bored for wiring
- Technology Department – new positions posted, close 4/2
- Performance Review – forms complete, calibration 3/31
- Community Engagement Survey – results analyzed, charts created, slides included in city council retreat 3/10
- Google search city URL troubleshooting ongoing

Hardware/Software

- Intune – testing rollout, configuration, security. Being phasing out other Meraki MDM on mobile devices and begin to use for patch management on computers (from WSUS).
- Squad room desks – computers moved for stand up desk motor replacements
- Investigating NeoGov workflows and processes for improvements
- Police squad car build outs
- Cybersecurity event 3/18 – 2 staff computers – reported to state
- Multifactor Authentication (MFA) - implementing 'at log-in' for Police and Technology (per BCA)

Other

- Technical support for numerous meetings – City Council, Park Board, Planning Comm, EDA, etc
- Transit dispatch hours changed – phones, doors, etc. Created after-hours voicemail.
- Staff added: Street Maintenance
- Staff departed: none

Statistics

Telephone: total calls 8534↑ (6738)

City Hall 2945, Police 2862, Transit 2441, Fire 253, Public Works 33

Website: total views 12509↑ (10030) users 5325↑ (2717)

Top 5 pages: main, parks & rec, agendas & minutes, employment, search

Email: sent 8847↑ (8455) 285/day, received 37947↑ (35982) 1224/day

YouTube: City channel views 1229↑ (910), hours watched 302↑ (223), subscribers +3

Facebook (city): followers 3644 (+45), reach 6700↓ (17300), interactions 215↓ (552)

Cisco Secure Endpoint: files scanned 11M↑ (7.84M) IPs scanned 985k↑ (889k)



COMMUNITY DEVELOPMENT DEPARTMENT REPORT

James Kramvik, CDD

March 2025



BUILDING PERMITS

The Community Development Department issued 61 building permits with a total project valuation of \$369,592 in the month of March. Within the Central Business District (prev. River to Rail), 8 permits were issued. These improvements resulted in \$766 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 March 2025		
Type Of Permit	# Issued	Total Project Valuation
Commercial – Building – Demolition	3	\$1,672
Commercial – Building – Remodel	1	\$20,000
Commercial – Building – Roofing	1	\$14,987
Commercial – Building – Windows/Doors	1	\$1,500
Commercial – Mechanical – Furnace/Boiler	3	N/A
Commercial – Mechanical – Remodel	1	\$500
Commercial – Mechanical – Roof Top Unit	2	N/A
Commercial – Plumbing – Remodel	2	\$22,600
Commercial – Plumbing – Water Heater	1	N/A
Engineering – Curb Cut	1	N/A
Engineering – Excavation	2	N/A
Engineering – ROW Obstruction	1	N/A
Fence	2	N/A
Residential – Building – Remodel	5	\$86,905
Residential – Building – Roofing	7	N/A
Residential – Building – Roofing+Garage	2	N/A
Residential – Building – Sewer/Water Line	2	N/A
Residential – Building – Siding	2	N/A

Residential – Building – Windows/Doors	5	N/A
Residential – Mechanical – Air Conditioner	1	N/A
Residential – Mechanical – Furnace/Boiler	3	N/A
Residential – Mechanical – Furnace+AC	2	N/A
Residential – Mechanical – New/Addition	1	N/A
Residential – Plumbing – New/Addition	2	N/A
Residential – Plumbing – Water Heater	7	N/A
Sign	1	\$100

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

BUILDING INSPECTIONS

The Community Development Department conducted 85 building inspections and re-inspections in March.

CODE ENFORCEMENT

The Community Development Department conducted 42 code enforcement inspections and re-inspections in March resulting in violations across the following categories:

CODE ENFORCEMENT INSPECTIONS	
Junk and Debris	18
Outdoor Storage	1
Zoning Code Violation	3
Unlicensed/Inoperable Vehicle	10
Accessory Structure Material	2
Animal Feces	3
Damaged Roof	1
Garbage	1
Vacant Dwellings & Buildings	3
Total = 42	

**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. City Council motion 2/3/2025 to \$100 per day citation.
- 2) **319 N 9th St** – Property Maintenance/ Roof – Issuing a \$300 citation each month until roof is corrected.
- 3) **303 J St NE** – Property owners paid \$3,000 in nuisance assessment fees within 30 days. The remaining portion of assessment fees were forgiven as directed by City Council.

VACANT BUILDING REGISTRY

Properties proposed to be assessed in 2024

408 2nd Ave NE – Vacant Building – No Response

224 5th St N – Fire Damage

Properties that have registered/ applied for permits

1521 Norwood St – Fire Damage – Recently Purchased

1216 6th St S – Owner Repaired Roof

1623 9th Ave NE – Remodel Permit Issued – Work in Progress

1812 Oak St – Roof Damage. Roof permit was obtained and completed.

508 9th St N – Roof Damage and Grass. Property has been purchased and new owners have started to remodel.

Vacant Building Registry Letters Sent after 9/1/2024

715 7th Ave NE – Grass and Structural Issues

1201 L St NE – Returned in Mail – Posted to Door

912 6th Ave NE – Returned in Mail – Posted to Door

1022 13th Ave NE – Siding Uncompleted 3+ years

1420 Quince – Construction debris, Grass, Uncompleted work 15+ years

1119 13th St SE – Roof Damage

1889 Graydon Ave – Open Excavation – No Progress

319 9th St N – Fire Damage

1626 Norwood Street – Non-sided Structure

RENTAL LICENSES & INSPECTIONS

The Community Development Department issued 1 new rental license in the month of March.

The Housing Inspector completed 55 rental property inspections and re-inspections in March.

CONTRACTOR REGISTRATION

The Community Development Department issued 14 contractor registrations in March.

STAFF TRAININGS AND CERTIFICATIONS

Stephanie Bestul (Zoning Specialist/ Permit Tech)

February 28th 2025 – Passed Test and Obtained Permit Technician Certification - City Council approved a promotion for Stephanie Bestul to Zoning Specialist/Permit Tech on May 20th, 2024 with the condition she obtain Permit Technician Certification within one year.

PLANNING AND ZONING

April 16th Planning Commission Agenda:

- 1) Considered Interim Use Permit Renewal for the Operation of a Short-Term Rental 714 7th St S
- 2) Considered Conditional Use Permit for Outdoor Equipment & Trailer Sales 1801 Mill Ave
- 3) Considered Conditional Use Permit for Expansion of Use for Adult Care Services 1919 S 6th St
- 4) Considered Approval of Data Center Ordinance
- 5) Reviewed Off-Street Parking Ordinance for the GI District
- 6) Reviewed Ordinance Removing Screening Requirements for Outdoor Sales
- 7) Reviewed Planning Commission Itinerary



Ordinance Itinerary Planning Commission:

- 1) **Crypto Mining/ Data Centers/ AI Centers** - Standards and conditions to further protect neighboring properties from new facilities or expansion. (In Progress – Planning Commission Conducted Public Hearing)
- 2) **Industrial Off-Street Parking Requirements** - Review options for off-street parking areas in Industrial Zoned properties, specifically for additions, service drives/ turnarounds, and areas in the rear yard (In Progress – Draft Ordinance)
- 3) **Outdoor Sales Screening Requirements** - Regulate outdoor sales areas and provide screening for abutting residential uses and residential zoning districts. (In Progress – Draft Ordinance)
- 4) **Allowed Use Table** – Conduct a thorough review of the Allowed-Use-Table to ease the burden on new development and businesses. (In Progress)
- 5) **Section 530 – Shoreland Management Regulations** - The City of Brainerd's existing Shoreland Management Ordinance was last approved by the DNR on 7/25/2003. Current zoning districts do not match / align with the zoning districts identified in the City's Shoreland Management Ordinance. (In Progress)
- 6) **Sign Standards** - Signs should serve to communicate for businesses but should be held to a design standard as they also play an important role in attracting visitors and new businesses to an area.
- 7) **Design Standards - MS, TC, CC, GC District** - Consider enhancing design standards along its major corridors and the downtown area.

- 8) **Comprehensive Plan Update** - The City should consider reviewing the comprehensive plan every five years to ensure all of the goals and objectives listed in the plan are still relevant for the City of Brainerd.
- 9) **Solar Arrays** – Solar fields are currently not allowed in the Zoning Code.
- 10) **Manufactured Home Overlay District: Section 515-2-20** – Standards and Setbacks
- 11) **Sound Requirements** - Currently, most regulations in the zoning code rely on MPCA standards for sound. CUP's have the ability to add barriers to mitigate affects to neighboring properties.

City Council Ordinances

- 1) **Rural Service District** - Ordinance to ensure all future properties annexing into the corporate boundaries of the City of Brainerd are taxed at the general City tax rate. (In Progress – Draft Ordinance)



ECONOMIC DEVELOPMENT

Property Development Letters

Staff identified 39 individual rental properties that are either underutilized or underdeveloped. Letters were sent to property owners to make them aware that their property may have an opportunity for additional housing units. The letters were sent with their yearly renewal applications.

Listing of Vacant Property

Staff continue to work with Swanson Haskamp Consulting on developing and implementing a program that would allow individuals to list their property or vacant building for sale on the EDA website. Staff anticipates that the program should be ready in the 4th Quarter of 2025.

EDA April Workshop

The purpose of the workshop meeting was to discuss priorities of the EDA in 2025 and discuss funds for possible EDA grants. The discussion items are listed below:

- 1) Washington Street Reconstruction
 - a. BLAEDC and City Staff presented a draft proposal outlining objectives for the Washington Street Mitigation Plan for businesses during the reconstruction project. The EDA Board was interested in potentially providing some funding and will be discussing the plan and funding at the June meeting.

- 2) Improved signage in Downtown and along Washington Street
 - a. The EDA recommended that the City should consider adding design standards to signage. The current ordinance regulates size and location but does not regulate material. Banner signs made of canvas or vinyl have increased in Brainerd and the aesthetics have become an issue. Signs should serve to communicate for the business but should be held to a standard as they also play an important role in attracting visitors and new businesses to an area.
 - b. The EDA is interested in potentially providing a matching grant for updated signage but would like a Sign Ordinance amendment prior to offering a grant. The grant may align with the Washington Street Reconstruction Project.
- 3) Commercial Childcare Centers
 - a. City staff and two EDA board members toured Brainerd childcare centers in the first quarter of 2025 to hear what is going well and what issues childcare providers are currently facing, specifically issues with expansion.
 - b. The EDA is interested in a potential policy that could reduce building and land use permit fees.
- 4) Façade Improvement Grant
 - a. The EDA review results from 2024 EDA façade improvement grants and discussed the future of the program. The EDA recommended that the City should consider enhancing design standards along its major corridors. The ordinance amendment has been added to the Planning Commission Itinerary.
 - b. The EDA is interested in potentially providing a matching grant for façade improvements in a targeted area but would like an Ordinance amendment prior to offering a grant. The grant may align with the Washington Street Reconstruction Project.

PLANNING AND ZONING PROCESSES – CURRENT PROGRESS UPDATE

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 78 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-September.

Address: 1101 Pine St

COMPLETED

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: Project completed.

Address: 1111 Oak St

STARTED

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: None

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

COMPLETED

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 the project was completed.

Address: 703 Oak St

COMPLETED

PZE Process: Conditional Use Permit Amendment

Date Issued: 9/3/2024

Project Description: To construct an outdoor playground at the current childcare facility

Project Progress: The property owner will be submitting the necessary permit applications.

Address: 1306 Chicago Ave

COMPLETED

PZE Process: Variance

Date Issued: 10/8/2024

Project Description: To split two parcels into equal lots to construct a duplex and variances from rear and front yard setback requirements.

Project Progress: The property owner has submitted the necessary permit applications and is working with the county on recordings.

Address: 2602 S 11th St

STARTED

PZE Process: Conditional Use Permit

Date Issued: 10/21/2024

Project Description: To add a propane storage tank to the property site.

Project Progress: Temporary tank was installed. The property owner will be submitting the necessary permit applications for the final tank in the Spring.

Address: 502 Juniper St

COMPLETED

PZE Process: Interim Use Permit Renewal

Date Issued: 12/2/2024

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. This is a renewal.

Address: 524 N 8th St

COMPLETED

PZE Process: Interim Use Permit Renewal

Date Issued: 12/2/2024

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. This is a renewal.

Address: 203 Hawkins Dr

COMPLETED

PZE Process: Interim Use Permit Renewal

Date Issued: 12/2/2024

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. This is a renewal.

Address: 214 S 8th St

STARTED

PZE Process: Conditional Use Permit

Date Issued: 12/2/2024

Project Description: To operate a brew pub at the Last Turn Saloon.

Project Progress: In progress

Address: 722 Laurel St

PZE Process: Conditional Use Permit

Date Issued: 12/2/2024

Project Description: To convert the existing main floor commercial space into two (2) commercial units and the second floor into seven (7) residential apartment units

Project Progress: Property owner will submit the necessary applications.

Address: 722 Laurel St

PZE Process: Variance

Date Issued: 12/2/2024

Project Description: From the parking requirements for the seven (7) units of additional housing and one (1) additional commercial space.

Project Progress: In progress with the CUP in the remodel process.

Address: 303 J St NE

COMPLETED

PZE Process: Variance

Date Issued: 01/06/2025

Project Description: Variance to exceed the fence height on the side yard (corner) setback requirement for 6' high fences.

Project Progress: Approved and completed.

Address: 9040 Country Manor Way

PZE Process: PUD Amendment

Date Issued: 02/03/2025

Project Description: Amending the original planned unit development plans

Project Progress: In progress

Address: 324 5th St S

PZE Process: Conditional Use Permit & Variance

Date Issued: 03/03/2025

Project Description: Adding two (2) residential apartment units on the second floor and variance from the landscaping requirements.

Project Progress: In progress with the CUP in the remodel process.

Address: 15770 Dellwood Dr

PZE Process: Plat for Common Interest Community (CIC)

Date Issued: 03/03/2025

Project Description: Create a Common Interest Community for twelve (12) individually owned commercial or private storage units

Project Progress: In progress with CIC plat recording process

Address: 310 W Laurel St

DENIED

PZE Process: Rezoning and Zoning Text Amendment

Date Issued:

Project Description: Rezoning commercial property from town Center(TC) to Makers & Employment (ME) to allow for the operation of U-Haul/vehicle rental business.

Project Progress: Denied – options for land swap have been presented to the property owner

Address: 411 N 10th St

PZE Process: Preliminary Plat

Date Issued: 03/03/2025

Project Description: Consolidate fourteen (14) parcels into three (3) lots; one each for the Church, School and Rectory

Project Progress: In progress with the plat recording process

Address: 1926 S 7th St

PZE Process: Interim Use Permit

COMPLETED

Date Issued: 04/07/2025

Project Description: Renewal of the Interim Use Permit for the Bridges on 7th Warming Shelter

Project Progress: The Interim Use Permit was approved for September – April 2025-2026.

Address: NW 3rd Street PID 41040800

DENIED

PZE Process: Conditional Use Permit

Date Issued:

Project Description: Constructing a Boarding House with Attached Apartment

Project Progress: Project was denied due to lack of density

Address: 1811 Mill Ave

COMPLETED

PZE Process: Conditional Use Permit

Date Issued: 04/07/2025

Project Description: Allowing a Third-Party to Operate Sales of Trailers and Equipment

Project Progress: Approved and completed

R E S O L U T I O N

Xx:25

**RESOLUTION APPROVING MINNESOTA LAWFUL
GAMBLING PREMISE PERMIT**

WHEREAS, the Baxter Snowmobile Club has applied for State of Minnesota Gambling Control Board Premises Permit Application for lawful gambling to be conducted at Last Turn Brew Pub, 214 S 8th St, Brainerd.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brainerd that the premise permit as requested by the Baxter Snowmobile Club is hereby approved.

Adopted this 21st day of October 2025

MIKE O'DAY
President of the Council

Approved this 22nd day of October 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



SPECIAL EVENT APPLICATION

Date of Application: 4/3/25

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

Type of Event:

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

- ☐ Event- City Park
☐ Other

Name of Event:

Organizer Information

Organization Name	BRAINERD MEMORIAL DAY COMMITTEE
Organization Address	VFW BRAINERD, MN
Event Contact Person	RANDY ALDOUS
Event Contact Phone	218-330-1415
Event Contact Email	RANDY@RALDOUS.NET
Contact (Day of)	RANDY ALDOUS
For Profit/Nonprofit Status	NON-PROFIT

Event Information

Description of Activities

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

2025 BRAINERD MEMORIAL DAY SCHEDULE ON MAY 26TH. IS AS FOLLOWS

9AM WREATH AT LAUREL ST BRIDGE TO HONOR THE FALLEN AT SEA

930AM SHORT CEREMONY AT ALL VETS AT HISTORIC COURTHOUSE

945AM STAGING OF PARADE

10AM PARADE

1030AM EVERGREEN CEREMONY

****IF THE FIRE DEPT WOULD DISPLAY THEIR LARGE FLAG IF WEATHER PERMITS****

CLOSE LAURAL ST @ SW 4TH AND EAST RIVER ROAD AT 84IF5 TO 9AM

CLOSE 1ST AVE NE FROM "B" STREET NORTH TO "D" FOR STAGING FOR PARADE AT 930

PARADE WILL START AT 10AM EAST TO 3RD STREET NE NORTH TO. EVERGREEN

CEMETERY. PROGRESSIVE OPENNING OF STREETS AND PARADE CONTINUES

NO PARKING SIGNS WILL BE PLACE A COMMITTEE MEMBER. SIDEWALKS ARE OPEN
AMPLIFIED SOUND AT BRIDGE, ALL VETS, AND EVERGREEN.

Event Details:

Event Date	Start Time	End Time	Event Location(s)
MAY 26,2025	9AM	915	LAURAL ST BRIDGE/WITH RIFLE VOLLY
MAY 26	930	945	ALL VETS/WITH RIFLE VOLLY
MAY26	10AM	1030	PARADE UP 3RD AVE NE/WITH RIFLE VO

City Locations/Facilities

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

Sit Information

Electrical Usage ☐ YES ☒ NO

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

Amplified Sound ☒ YES ☐ NO

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

Restrooms ☐ YES ☒ NO

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

Company contracted for restrooms:

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

Signs/Banners/Posters/Flyers ☐ YES ☒ NO

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

Trash Receptacle Disposal ☐ YES ☒ NO

Company contracted for trash receptacle disposal:

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

Street Closure Request Information

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

LAUREL ST @SW 4TH & EAST RIVER ROAD @845: 1ST AVE NE FROM "B" ST TO "D" ST 945
FOR PARADE STAGING: THEN SIDE STREETS AS PARADE PROGRESSES UP EVERGREEN ST

Date and Time for beginning of street closure: MAY 26, 845 AND 945AS

Date and Time for reopening of streets: AT CEREMONIES END

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

SIDEWALKS ARE OPEN : NO PARKING SIGNS WILL BE PLACED ON 1ST AVE NE AND 3RD
AVE NE BY COMMITTEE MEMBER:

While the City continues to treat downtown as a venue for events, event plans must be balanced with the interests and needs of property owners.

If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. All street closures shall be approved by the City Council. Failure to notify property owners and tenants in street closure areas will result in revocation of this permit.

For information regarding a street closure, please contact the City Engineering office at 218-828-2307 or engineer@ci.brainerd.mn.us.

Hold Harmless Agreement and Insurance Information

The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the applicant's event herein described.

The City, at its discretion, may require the Applicant to obtain liability insurance for any event. If liability insurance is required, the following requirements apply:

- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an "Additional Insured" on the policy.
- At least ten (10) days prior to the event, the Applicant must provide to the City a Certificate of Insurance showing the required coverage.

Signature of Event Applicant

I attest that the above information is true and accurate, and I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.

Signature of Applicant

JAN LAMBERT

Print Name

Event Application Approval

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

City Administrator

Date

Approval Conditions:



SPECIAL EVENT APPLICATION

Date of Application: 4/15/25

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

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

Name of event: GnarBQ

Organizer Information

Organizer's Name: Lakes Area Skatepark Association
Organizer's Address: 321 S. 7th Street, Suite
Event Contact Person: Jake Rennaker
Event Contact Daytime Phone: 712-202-4858
Event Contact E-mail Address: lakesareaskatepark@gmail.com
Contact Name/Number Day of Event: Jake Rennaker
For Profit/Nonprofit Status (type): 501(c)3

Applicant information (if different from the event organizer):

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

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
June 21, 2025	12pm	4pm	City Hall Parking Lot

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

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

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

Description of Activities

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

We will be hosting a pop-up skatepark and barbeque event.

Grilled items will be provided for a free will donation, a donation is not required to eat. There will be amplified music during the event.

Site Information

Electrical usage

☒

Yes

☐

No

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

PA system, power will be supplied by a city outlet on-site.

Amplified Sound

☒

Yes

☐

No

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

We will be playing music during the event from a PA System.

Restrooms provided

☒

Yes

☐

No

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

Company contracted for restrooms: **Nelson Sanitation**

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

Signs, banners, and/or posters/flyers

☒

Yes

☐

No

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

There will be some signs at our booth, we will take them down.

Trash Receptacle Disposal

☐

Yes

☒

No

Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

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

NA

Date and time for beginning of street closures: _____

Date and time for reopening of streets: _____

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

NA

While the City continues to treat downtown as a venue for events, event plans must be balanced with the interests and needs of property owners.

If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. All street closures shall be approved by the City Council. Failure to notify property owners and tenants in street closure areas will result in revocation of this permit.

For information regarding a street closure, please contact the City Engineering office at 218-828-2307 or engineer@ci.brainerd.mn.us.

Hold Harmless Agreement and Insurance Information

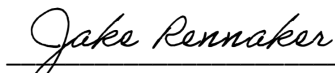
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the applicant's event herein described.

The City, at its discretion, may require the Applicant to obtain liability insurance for any event. If liability insurance is required, the following requirements apply:

- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an "Additional Insured" on the policy.
- At least ten (10) days prior to the event, the Applicant must provide to the City a Certificate of Insurance showing the required coverage.

Signature of Event Applicant

I attest that the above information is true and accurate, and I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.



Signature of Applicant

Jake Rennaker

Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	_____	_____
City Administration	_____	_____
Engineering Department	_____	_____
Fire Department	_____	_____
Fire Support/EMS	_____	_____
Parks Department	_____	_____
Planning Department	_____	_____
Police Department	_____	_____

Event Application Approval

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

City Administrator

Date

Approval Conditions

Contact Street Department 1 week prior to the event 218-513-4412

Provide COI to City Hall

Certification of Street Closure Approval

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

—



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Ratify Hiring 2025 Summer Temporary Employees

AGENDA: Consent

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): n/a-consent

SUMMARY OF ISSUE: Attached is a listing of our 2025 temporary employees that have recently received a conditional job offer and have successfully completed their background checks. Public Utilities Department Business Office Intern Gratke, Engineering Intern Kennedy and Police Intern Hagen have been approved for the Sourcewell Internship Reimbursement Program.

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

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

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

2025 Summer Temporary Employees

	<u>Name</u>	<u>Job Title</u>	<u>Date of Hire</u>	<u>2025 Hourly Rate</u>
*	Christopher Gratke	Business Office Intern	5/7/2025	\$21.00
	Ryan Kennedy	Engineering Intern	5/12/2025	\$20.00
	Carley Cronquist	Engineering Intern	5/14/2025	\$20.00
	John Hagen	Police Intern	5/12/2025	\$21.31
*	Gregory Roberts	Parks Seasonal Maintenance	4/21/2025	\$18.00
*	Jon Hegre	Parks Seasonal Maintenance	4/21/2025	\$18.00
*	Jon Hegre	Parks Weekend Custodial	4/21/2025	\$18.00
*	Masen Vikander	Parks Weekend Ball Field Maintenance	4/26/2025	\$18.00
*	Joe Vreeland	Umpire	4/26/2025	\$32.00/Game
*	Mary Waytashek	Umpire	4/26/2025	\$32.00/Game
	Troy Schilling	Umpire	4/26/2025	\$32.00/Game
*	Larry Eckel	Umpire	4/26/2025	\$32.00/Game
*	Masen Vikander	Umpire	4/26/2025	\$32.00/Game
*	Charles Smith	Concession Worker	5/6/2025	\$18.00
*	Alyssa Shelito	Concession Worker	5/6/2025	\$18.00

Submitted for Consideration for the April 21, 2025 Council Meeting

* Returning Employee

RESOLUTION
xx:25

RESOLUTION ACCEPTING DONATIONS AND/OR CONTRIBUTIONS
January 1, 2025- March 31, 2025

WHEREAS, the City of Brainerd is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Sections 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and bequests for the benefit of recreational service pursuant to Minnesota Statutes Section 471:17; and

WHEREAS, the following persons and entities have offered to contribute the gifts and cash sums set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>	<u>Requested Use of Donation or Contribution</u>
----------------------	---------------	--

SEE ATTACHED LIST OF DONORS

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA that all donations and/or contributions described above are hereby graciously accepted by the City of Brainerd and shall be used as requested by the donors or grant requirements.

BE IT FURTHER RESOLVED, that the City Council expresses its gratitude to the donors of the gifts.

Adopted this 21st day of April 2025

MIKE O'DAY
President of the Council

Approved this 22nd day of April 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Brainerd Parks and Recreation

Contributions and Donations January-March 2025

Received From	Receipt Date	Type of Donation	Amount Received
Brainerd Rotary	02/28/25	Easter Egg Hunt	600.00
Cindy Tuil	02/28/25	Memorial Bench	1,900.00
NP Center	03/31/25	Special Events donation	500.00
Friends of Kirsten Olson	03/20/25	Memorial Bench	1,900.00
Flint Group	03/24/25	Banner program	250.00
Dunmire's	02/08/25	Chili-Ice Skating Party	In Kind
Salvation Army	02/08/25	Hot Cocoa, Cups & Volunteers-Ice Skating Party	In Kind
Cub Foods	02/03/25	Gift Card-Ice Skating Party (\$100 used for party)	In Kind
Knotty Pine	02/07/25	Cookies for Volunteers-Ice Skating Party	In Kind
Caribou Coffee	02/08/25	Coffee, Cups, Stand-Ice Skating Party	In Kind
Super One	01/31/25	Gift Card-Ice Skating Party (\$100 used for party)	In Kind
Target	02/07/25	Gift Card-Ice Skating Party (\$50 used for party)	In Kind
Cub Foods	02/07/25	Gift Card-Easter Egg Hunt Event \$175	In Kind
Walmart	03/28/25	Gift Card- Event \$100	In Kind
TOTAL			\$5,150.00



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Direction on Active Code Enforcement

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community
Development Director

ESTIMATED TIME (MIN): 5 Minutes

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 violations. Staff is bringing three (3) 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:

507 1st Ave NE

1106 Quince St

1111 13th St SE

Section 320, action that could be taken against these properties 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 offense)
- 4) Cease corrective action

RECOMMENDED ACTION/MOTION:

507 1st Ave NE

Staff recommend pursuing legal action with the City Attorney and issuing a \$300 citation every month the property remains occupied and unlicensed.

1106 Quince St

Staff recommend obtaining an administrative search warrant and towing the vehicles.

1111 13th St SE

Staff recommend a \$300 citation every month until the accessory structure is removed.

FINANCIAL IMPACT: N/A

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: April 21st, 2025

RE: Recommendations for Active Code Enforcement Cases

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

- **507 1st Ave NE – Non-Licensed Rental**
 - Received one (1) Notice of Violation letter 12/26/2024. Property owner called and said his daughter is living there.
 - Received a Police Report stating many non-related people are living there and causing disturbances. Restarted the citation process.
 - First Citation 3/25/25 – Third Citation 4/14/25
 - \$600 in open citations

Staff recommend pursuing legal action with the City Attorney and issuing a \$300 citation every month the property remains occupied and unlicensed.

- **1106 Quince St – Unlicensed/Inoperable Vehicles**
 - Received one (1) Notice of Violation letter 2/28/25 and three (3) Citations
 - First Citation 3/17/25 – Third Citation 4/7/25
 - \$600 in open citations

Staff recommend obtaining a search warrant and towing the vehicles.

- **1111 13th St SE – Non-Compliant Accessory Structure**
 - Received one (1) Notice of Violation letter 2/18/25 and three (3) Citations
 - First Citation 3/21/25 – Third Citation 4/9/25
 - \$600 in open citations

Staff recommend a \$300 citation every month until the accessory structure is removed.



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

EN25-0106

Date of Violation: 03/25/2025

Parcel ID: 41241605

Violator(s): KASER, DONALD M JR
1805 20TH ST S APT 30
MOORHEAD, MN 56560

Location/Address of Violation: **507 1ST AVE NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
Rental Code 425 Article 3001	Rental Code Violation	\$100.00

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

Citation Amount Due: \$100.00

Payment Due By: 30 Days from Date of Violation

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

Re-inspection Date: 04/04/2025

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.

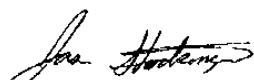
Failure to pay the fine will result in it being assessed against the property as provided in Minnesota Statute 429.

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: 03/25/2025

Representative's Signature: 

(served via first class mail)



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Property Maintenance Code, Ordinance No. 1338

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN25-0106

Date of Violation: 04/14/2025

Parcel ID: 41241605

Violator(s): KASER, DONALD M JR
1805 20TH ST S APT 30
MOORHEAD, MN 56560

Location/Address of Violation: **507 1ST AVE NE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
Rental Code 425 Article 3001	Rental Code Violation	\$300.00

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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: 04/24/2025

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: 04/14/2025

Representative's Signature:

(served via first class mail)



February 28, 2025

BOYER, DANNY W
1106 QUINCE ST
BRainerd, MN 56401

ORDER TO CORRECT ADMINISTRATIVE VIOLATION

Dear Property Owner(s),

Brainerd residents have consistently expressed that clean, well-maintained residential neighborhoods and commercial districts are a high priority. Maintaining these areas has proven to increase property values, provide a higher standard of living, and promotes community pride. A code violation was observed on the property described below. Understanding that you might not be aware of what the City codes require, I am sending you this courtesy notice to give you an opportunity to correct this matter.

Property Address: 1106 QUINCE ST
Real Estate Code: 41250635

Violation: Unlicensed/Inoperable Vehicle
IPMC302.8

Description: Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Corrective action is required; 14 days are allowed from the date of this letter.

To review City Codes on the web, go to www.ci.brainerd.mn.us/153/City-Code.

Action should be taken on or before 03/14/2025

Per the above-mentioned code section and City Code 320 – Administrative Citations, failure to comply with this ordinance will result in citation(s) according to the following schedule:

1st Citation - \$100.00 | 2nd Citation - \$200.00 | 3rd Citation - \$300.00

After the issuance of three (3) citations, the offense shall be brought before the Safety & Public Works Committee for determination of further action to correct the violation. Such actions may include but are not limited to abatement, issuance of further administrative citations in an amount determined by the Committee, or legal action. The determination of the Safety & Public Works Committee shall then be referred as a recommendation to the City Council for final approval.

If you are unable to make the corrections by the date above or believe this violation is in error, please call this office to discuss or make other arrangements. Office hours are 7:30 to 4:30, Monday through Friday. **Feel free to contact Housing Inspector Jason Stockinger at 218/454-3416 if you have questions.**

Respectfully,
By Order of:
THE CITY OF BRAINERD







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

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN25-0073

Date of Violation: 04/07/2025

Parcel ID: 41250635

Violator(s): BOYER, DANNY W
1106 QUINCE ST
BRainerd, MN 56401

Location/Address of Violation: **1106 QUINCE ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 302.8	Unlicensed/Inoperable Vehicle	\$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: 04/17/2025

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.**

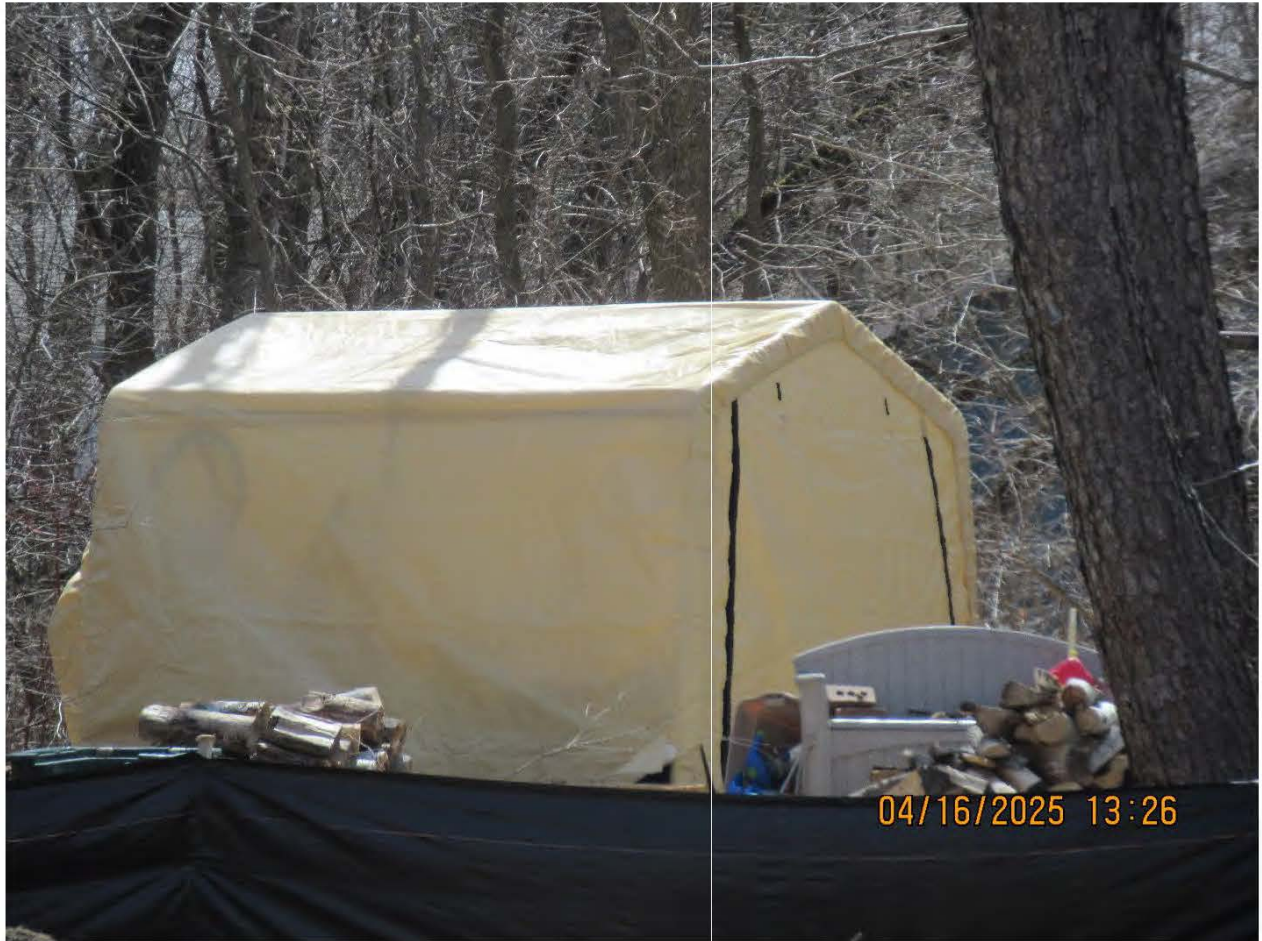
When a citation is issued, you must correct the violation and pay the fine. If you decide to contest the violation, you may request a hearing, responding within 10 days from the date of the citation issuance. The purpose of a hearing is to determine whether or not a violation(s) of the city code existed. 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: 04/07/2025

Representative's Signature: 

(served via first class mail)



February 18, 2025

13TH AVE DUPLEX LLC
29308 CROW CIR
BREEZY POINT, MN 56472

ORDER TO CORRECT ADMINISTRATIVE VIOLATION

Dear Property Owner(s),

Brainerd residents have consistently expressed that clean, well-maintained residential neighborhoods and commercial districts are a high priority. Maintaining these areas has proven to increase property values, provide a higher standard of living, and promotes community pride. A code violation was observed on the property described below. Understanding that you might not be aware of what the City codes require, I am sending you this courtesy notice to give you an opportunity to correct this matter.

Property Address: 1111 13TH ST SE
Real Estate Code: 41250958

Violation: Accessory Structure Material

Ordinance: 515-17-8

Description: Design Standards. No plastic, canvas or vinyl tarps shall be used in the construction of any accessory buildings.

To review City Codes on the web, go to www.ci.brainerd.mn.us/153/City-Code.

Action should be taken on or before 03/20/2025

Per the above-mentioned code section and City Code 320 – Administrative Citations, failure to comply with this ordinance will result in citation(s) according to the following schedule:

1st Citation - \$100.00 | 2nd Citation - \$200.00 | 3rd Citation - \$300.00

After the issuance of three (3) citations, the offense shall be brought before the Safety & Public Works Committee for determination of further action to correct the violation. Such actions may include but are not limited to abatement, issuance of further administrative citations in an amount determined by the Committee, or legal action. The determination of the Safety & Public Works Committee shall then be referred as a recommendation to the City Council for final approval.

If you are unable to make the corrections by the date above or believe this violation is in error, please call this office to discuss or make other arrangements. Office hours are 7:30 to 4:30, Monday through Friday. **Feel free to contact Housing Inspector Jason Stockinger at 218/454-3416 if you have questions.**

Respectfully,
By Order of:
THE CITY OF BRAINERD





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

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

Administrative Citation

Department of Building Safety – 218-828-2307

EN25-0055

Date of Violation: 04/09/2025

Parcel ID: 41250958

Violator(s): 13TH AVE DUPLEX LLC
29308 CROW CIR
BREEZY POINT, MN 56472

Location/Address of Violation: **1111 13TH ST SE**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
515-17-8	Accessory Structure Material	\$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: 04/19/2025

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: 04/09/2025

Representative's Signature: 

(served via first class mail)



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Adopt Resolution Approving the Lakes Area Drug Investigative Division Joint Powers Agreement

AGENDA: SPW Committee

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: John Davis, Police Chief

DEPARTMENT: Police

PRESENTER: John Davis, Police Chief

ESTIMATED TIME (MIN): 7 minutes

SUMMARY OF ISSUE: The City of Brainerd, City of Baxter, and Crow Wing County are all current members of the Lakes Area Drug Investigative Division (LADID) joint powers agreement (JPA). The LADID board has approved adding a Mille Lacs Tribal Police Department (MLTPD) investigator to the taskforce. Adoption of a resolution supporting the inclusion of Mille Lacs Band of Ojibwe to the current JPA is required.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: A significant amount of drug crimes in Brainerd has a direct correlation to the Mille Lacs reservation. This has increased over the last several years with the prevalence of Fentanyl. This has led to LADID investigators working with MLTPD Investigators daily.

For 20-plus years, the Brainerd Police Department has assigned an investigator to LADID. Operations for this multijurisdictional taskforce is primarily funded by asset forfeitures. Due to changes in Minnesota's forfeiture laws, the taskforce will be receiving fewer proceeds from forfeitures and this model of funding will not be sustainable indefinitely. For 37 years, the majority of MN taskforces have been grant-funded. These grant-funded taskforces are identified by the Minnesota Department of Public Safety (MN DPS) as Drug and Violent Crime Enforcement Teams (VCET). Currently, MNDPS funds 70 MN counties through their VCET program (see included map). To qualify for this funding, a taskforce must include two or more counties. This encourages task forces not to operate independently but be part of a multi-county taskforce which has proven to be the preferred and most effective model throughout the United States to investigate drug crimes (see included memorandum).

Having MLTPD join LADID won't automatically make LADID eligible to be grant funded since MLTPD isn't a county entity. However, the LADID board has been in conversations with MN DPS regarding making LADID grant eligible with the inclusion of MLTPD into LADID. The feedback received has been nothing but favorable, and MN DPS staff have been giving LADID guidance and assistance in preparing themselves to be grant-funded. One of the requirements is for MLTPD to be included in the LADID JPA.

The monetary amount of potential funding is unknown at this time, but based on past years, it would be reasonable to believe the grant would fund 100% of operational expenses along with reimbursing the

member agencies for some of their expenses, such as a portion of vehicle and overtime expenses.

This JPA has been reviewed by Attorney Langel.

RECOMMENDED ACTION/MOTION: Adopt Resolution Approving the Lakes Area Drug Investigative Division Joint Powers Agreement.

FINANCIAL IMPACT: N/A

LAKES AREA DRUG INVESTIGATION DIVISION JOINT POWERS AGREEMENT

The parties to this Agreement are government units responsible for enforcing controlled substances and violent crime within their respective jurisdictions. The parties desire to work cooperatively to enforce controlled substance and violent crimes and, for that purpose, are hereby forming the Lakes Area Drug Investigation Division as a joint powers entity. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes, § 471.59.

The undersigned Governmental Units, in the joint and mutual exercise of their powers, agree as follows:

1. **Name.** The name of the joint powers entity shall be the Lakes Area Drug Investigation Division (LADID).
2. **Definitions:**
 - a. Investigator– means a peace officer employed by a member assigned to the Task Force.
 - b. Board – means the governing Board of the Task Force.
 - c. Fiscal agent – means a governmental unit that is a member of the Task Force and is responsible for administering financial and accounting functions for the Task Force.
 - d. Member – means a governmental unit that is a signatory to this Agreement.
 - e. Task Force – means the Lakes Area Drug Investigation Division.
 - f. Team Leader – Individual in charge of LADID operations on day-to-day basis.
3. **Members.** The initial members of the Task Force are the following Governmental Units:
 - County of Crow Wing
 - City of Baxter
 - City of Brainerd
 - Mille Lacs Band of Ojibwe

- 3.1 The members shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The members agree to act in good faith to resolve disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

4. **Term.**

- 4.1 The term of this Agreement shall commence upon the full execution of this agreement by all the signatories and continue through December 31, 2026, unless terminated earlier pursuant to section 5.7(d) of this Agreement. This Agreement shall be automatically extended for successive two-year terms upon the same terms, conditions, and covenants unless the Task Force is dissolved before the expiration of the initial or subsequent term.
- 4.2 Upon dissolution of the Task Force, the Board shall provide for the distribution of all Task Force funds and assets in the following manner: (1) The Board may determine to sell and liquidate non-monetary assets prior to distribution; (2) Only governmental units that have been members of the Task Force continuously for the 24 months immediately preceding dissolution, or since commencement of this Agreement, whichever is shorter, shall be entitled to share in the distribution; and (3) Assets and funds shall be distributed in proportion to the full-time staffing contributions of each member to the Task Force during the 24 months immediately preceding dissolution, determined by the full-time equivalent contributions of each member for each of the 24 months immediately preceding dissolution. Property owned by members shall be returned to the members upon dissolution. A member whose membership terminates before the dissolution of the Task Force is entitled to the return of its property but is not entitled to any share or portion of Task Force funds or assets.

5. **Governing Board.**

- 5.1 A governing board shall govern the Task Force. Members of this Board will be known as “Directors.” The Chief Law Enforcement Officer (“CLEO”) from each member, or their designee, shall serve as a Director. There shall be one Director representing the Crow Wing County Attorney’s Office, and there shall also be one Director representing the Crow Wing

County Chiefs of Police. The Director representing the Crow Wing County Chiefs of Police shall be a non-member police chief and shall serve a one-year term which cannot be consecutive to a previous term. The Director representing Crow Wing County Chiefs of Police shall be selected and appointed by the Board each December. Interested parties shall make it known to the Board before the December meeting.

- 5.2 Directors shall not be deemed employees of nor compensated by the Task Force.
- 5.3 The Board will elect a chair. The Chair will be elected annually. The Chair shall have no more power than any other Director except that the Chair shall: give notice of meetings when scheduled or otherwise called; call meetings to order and provide for their orderly and efficient conduct; provide for the preparation of minutes; and, when authorized by the passage of a motion by Board, execute contracts, agreements, reports, filings, and other documents on behalf of the Task Force.
- 5.4 The Board will delegate operational control over activities to a Task Force Commander.
- 5.5 The Board will delegate financial and administrative oversight to the Task Force Commander, who shall be an employee of the member serving as the fiscal agent for the Task Force.
- 5.6 The Board shall meet quarterly or more frequently as needed. A meeting may be called by any Director or the Task Force Commander with at least 72 hours notice.
- 5.7 It shall require the affirmative vote of at least 75% of the Board to:
 - (a) Approve or amend the budget, subject to the normal budget processes of the signatories.
 - (b) Approve addition of governmental unit to Task Force.
 - (c) Approve the expenditure or distribution of Task Force funds; or to
 - (d) Abolish or dissolve the Task Force.

In all other matters, the Board may act based on the vote of a simple majority present at a meeting. A quorum shall exist, and votes may be taken if a majority of the Directors or their designees are present.

- 5.8 The Board may apply for and receive grants and enter into contracts, including agreements for the purchase and rental of real property, incur expenses and make expenditures necessary and incidental to the effectuation of its purposes and consistent with its powers.
- 5.9 The Board may recommend changes in this Agreement to its members.

- 5.10 The Board may receive real or personal property by grant, devise, or bequest for the use of the Task Force.
- 5.11 The Board shall arrange for an annual audit of confidential funds. The Board is also encouraged to conduct regular audits of the informant files, confidential funds, and seizure paperwork to ensure all task force policies are being followed. The Task Force Commander or designee should conduct frequent internal audits of these same items.
- 5.12 The Board, the Task Force, and any subcommittees thereof are subject to the Open Meeting Law, Minnesota statutes section 13D.
- 5.13 The Board, the Task Force and any subcommittees thereof are subject to the Minnesota Data Practices Act, Minnesota statutes section 13.

6. Powers and Duties of the Task Force.

- 6.1 To accomplish the objectives herein, all Task Force members shall assign at least one peace officer licensed pursuant to Minnesota Statutes, § 626.84, subd.1(c), to the Task Force.
- 6.2 A typical assignment to the Task Force should be for a minimum period of three years. However, assignments shall be at the pleasure of both the Task Force Board and the investigator's employing agency and may be terminated at any time.
- 6.3 The Task Force Commander will direct investigative activities based on intelligence provided by the Task Force members, prioritizing mid to upper-level drug dealers and case investigations that directly impact the members' communities.
- 6.4 The Board will appoint a Team Leader to assist the Task Force Commander in supervision and control of the Task Force.
- 6.5 While assigned to the Task Force, all personnel shall be under the direct supervision and control of the Task Force Commander and/or Team Leader. The Task Force Commander's duties shall include, but not be limited to:
 - (a) Guiding and directing the activities of personnel assigned to the Task Force.
 - (b) Establishing goals, priorities, and work assignments.
 - (c) Reviewing and approving reports.
 - (d) Assist in preparing a quarterly financial report.
 - (e) Scheduling assigned personnel.
 - (f) Conduct annual evaluations of all investigators and provide the evaluations and/or input for employee evaluations, if requested to the employing agencies.

- (g) Allocating overtime work, if necessary.
 - (h) Maintenance of confidential funds in accordance with all applicable laws, policies, and procedures.
 - (i) Proper disbursements and deposits.
 - (j) Bookkeeping and internal audits.
 - (k) Maintaining a file(s) containing copies of relevant fund transaction documents.
- 6.6 With Board Member approval, the Task Force Commander may delegate duties outlined in Section 6.5 to the Task Force Team Leader.
- 6.7 The Task Force Commander shall cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which the Task Force is organized.
- 6.8 The Governmental Unit serving as the Fiscal Agent shall cause to be made an annual audit of the books and accounts of the Task Force, as well as a yearly audit of internal systems and, shall make and file a report to its members which includes the following information:
- (a) The financial condition of the Task Force.
 - (b) The status of all Task Force projects.
 - (c) The business transacted by the Task Force.
 - (d) Quarterly financial report.
 - (e) The status and condition of other related systems of the Task Force.
 - (f) Other matters which affect the interests of the Task Force.
- 6.9 The Task Force's books, reports, and records shall be open to inspection by its members at all reasonable times.
- 6.10 The Task Force members may not incur obligations or approve contracts that extend beyond the term of this Agreement or require the expenditure of funds in excess of funds available.
- 6.11 Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting one of the members as the agent, representative, or employee of another member for any purpose or in any manner whatsoever. Personnel assigned to the Task Force by one of the members shall not be considered temporary or permanent employees of any other member for any purpose whatsoever or be entitled to tenure rights or any rights or benefits by way of workers compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, PERA or any other right or benefit of another member.
- 6.12 The members acknowledge that it is their sole responsibility to provide all salary

compensation and fringe benefits to their employees. Benefits may include but are not limited to health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, and PERA.

7. Insurance and Indemnification.

7.1 The Task Force will maintain liability coverage with the League of Minnesota Cities Insurance Trust with a limit of at least \$2,000,000 per occurrence, under standard LMCIT liability coverage forms. The costs of this coverage shall be by funds identified by the Board, including local, state, or federal grants or drug forfeiture funds.

Alternatively, the Task Force may maintain equivalent private liability insurance coverage. Such coverage may be provided through separate policies for commercial general liability and law enforcement liability. Such private liability insurance policies must comply with the following requirements:

- Each policy shall have a limit of at least \$2,000,000 per occurrence. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than \$2,000,000.
- The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury, and contractually assumed liability.
- Each member, and each member's investigators, employees, and volunteers shall be named as additional covered parties on each policy for all claims arising from Task Force activities or operations.

7.2 The Task Force may, in its discretion, procure coverage for auto liability and damage to or loss of property. If the Task Force at any time hires employees, it will immediately acquire and maintain workers' compensation coverage.

7.3 The Task Force agrees to defend and indemnify its members for any liability claims arising from Task Force activities or operations and decisions of the Task Force Board to the extent said claims are covered by insurance procured under Section 7. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. The

limitations of liability under Minnesota Statutes Chapter 466 for some or all parties may not be added together to determine the maximum liability for any party.

- 7.3.1 Mille Lacs Band of Ojibwe agrees to waive its sovereign immunity with respect to claims arising from liability pursuant to Minnesota Statute § 626.93, Subd. 2(1).
- 7.4 Nothing herein shall be construed to provide insurance coverage or indemnification to an investigator, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- 7.5 Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual investigators, employee, or volunteer which arises from their malfeasance, willful neglect of duty, or bad faith.
- 7.6 Each member shall be responsible for injuries to or death of its personnel. Each member will maintain workers' compensation insurance or self-insurance coverage, covering its personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other member for any workers' compensation benefits paid to its employee or dependents that arise out of participation in or assistance with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other member or its investigators, employees, or volunteers.
- 7.7 Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other member for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other members or its investigators, employees, or volunteers.
- 7.8 All insurance policies and certificates required under this Agreement shall be open to inspection by any member, and copies of the policies or certificates shall be submitted to a member upon written request.
- 7.8.1 Pursuant to Minnesota Statute § 626.93, Subd. 2, Mille Lacs Band of Ojibwe shall file with the Board of Peace Officer Standards and Training:

- a) a bond or certificate of insurance for liability coverage with the maximum single occurrence amounts set forth in Minnesota Statute § 466.04 and an annual cap for all occurrences within a year of three times the single occurrence amount; and
- b) A certificate of insurance for liability of its law enforcement officers, employees, and agents for lawsuits under the United states Constitution.

8. Finances.

- 8.1 Task Force operations will be financed from grant funds, drug forfeitures, and any funds voluntarily contributed by any member and will be determined by the Board Members, subject to the normal budget processes of the signatories. Members will provide officers to be assigned to the Task Force but will not otherwise be required to provide funds without the prior amendment of this Agreement. Board members should also consider other possible funding sources, such as per capita models or funding from other agencies.
- 8.2 The County shall serve as the fiscal agent. The Fiscal Agent shall serve as the sole administrator of all funds contributed by Task Force members or otherwise received by the Task Force, and in such capacity is authorized to receive all funds for deposit and make disbursements therefrom in accordance with generally accepted accounting principles. In conjunction therewith, the Fiscal Agent shall maintain current and accurate records of all obligations and expenditures of Task Force funds in accordance with generally accepted accounting principles. It shall also produce quarterly financial and statistical reports, disseminated to all Directors and the Task Force Commander. The Task Force shall maintain all such reports and related records for a period of six (6) years after the dissolution of the Task Force.
- 8.3 The Board shall approve an annual operating budget for the Task Force, and the Board may amend the budget as necessary, subject to the normal budget processes of the signatories.
- 8.4 The Board may expend the Task Force's funds in accordance with this Agreement in a manner determined by the Board. In no event shall there be an expenditure of Task Force funds in excess of \$1,500 except in accordance with the approved budget. The Task Force Commander will have the authority to, in urgent circumstances, spend up to \$1,500 without Board approval. All such urgent expenditures must be reported to the Board at the next

scheduled meeting.

- 8.5 The Board may, in its discretion, make partial reimbursements to members for wages the members have actually paid to their personnel for service to the Task Force. In making such reimbursement, the Board shall determine a gross amount to be paid. The reimbursement shall be distributed in proportion to the full-time staffing contributions of each member to the Task Force during the 12 months immediately preceding the Board's decision to make reimbursements, determined by the full-time equivalent contributions of each member for each of the 12 months immediately preceding the Board's decision to make reimbursements.
- 8.6 The Board may not incur debts (i.e.: takeout loans, issue bonds/indentures).

9. **Investigators.**

- 9.1 Each member shall recommend licensed peace officers to serve on the Task Force as investigators subject to Section 9.2.2. Assignments for the year 2025 are as follows:

County of Crow Wing	4 FTE
City of Baxter	1 FTE
City of Brainerd	1 FTE
Mille Lacs Band of Ojibwe	1 FTE

For each subsequent year, each member will advise the Board, before October 31, of the number of employees that the member will provide in the subsequent calendar year.

- 9.2 Investigator Selection:
- 9.2.1 Employment Status: Investigators assigned to the Task Force Shall be licensed peace officers employed full-time by one of the member agencies. The investigator's employment status shall be in good standing, and s/he shall have successfully completed a probationary period with his/her home agency before being assigned as a Task Force member.
- 9.2.2 Selection: The Board shall promulgate an investigator selection process. The process shall consist of a recommendation by the CLEO of a member agency of a person from within their organization. Once nominated to the Task Force, the nominated individual must meet other conditions as determined by the Board.
- 9.3 All investigators assigned to the Task Force shall comply with the policies and rules adopted by the Task Force Board. In areas where the Task Force Board has not adopted a policy or rule, personnel assigned to the Task Force shall comply with the policies and rules promulgated by their employing agency. The Task Force Commander, or their designee,

shall refer disciplinary matters or other instances of misconduct involving an Investigator to the Investigator's CLEO for investigation, referral, or disposition. However, nothing herein shall be construed to prevent the Task Force Commander from reporting suspected criminal conduct directly to an outside agency for investigation.

9.4 Investigators will be responsible for drug investigations, including intelligence management, case development, confidential informant file creation and upkeep, expense reports, and case charging. Investigators may also assist other Investigators in surveillance and undercover operations. Task Force Investigators will work cooperatively with assisting agencies. Investigators acting under this Agreement in the jurisdiction of another member are acting in the line of duty and in the course of employment and are authorized to exercise the powers of a peace officer therein.

10. **Forfeiture, Seizures, and Fines.** All proceeds generated by Task Force operations shall be returned to the Task Force. When the Task Force seizes property or funds in cooperation with other law enforcement agencies, the Task Force Commander will negotiate the distribution of the forfeited funds with those agencies in consultation with the Board of Directors.

11. **Additional Members and Change in Membership.**

11.1 A governmental unit may join the Task Force and become a member upon a 75% approval vote by the Board of Directors and execution of a copy of this Agreement, as amended to include the new governmental unit, by its governing body.

11.2 The Board of Directors may terminate a member from the Task Force if that member has failed to provide a minimum of one officer to staff the Task Force for more than 12 consecutive months.

11.3 In any case in which a city identified in paragraph 3 joins the Task Force after the effective date of this Agreement or any other governmental unit joins the Task Force pursuant to paragraph 11.1, contributions by and reimbursement to such members shall be equitably determined and adjusted by the Board to reflect the participation by that member for less than one full year. The decision of the Board shall be final.

11.4 A member may withdraw and cancel its participation in this Agreement upon ninety (90) days written notice to all other members.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which constitute the same instrument.
13. **Entire Agreement.** It is understood and agreed that this agreement is the final expression of the agreement of the parties and is the complete and exclusive statement of the terms agreed upon; and shall supersede all prior negotiations, understandings, past practices or agreements of the parties. There are no representations, warranties or stipulations, either oral or written, not herein contained. This agreement cannot be altered or amended except in writing signed by all Members.

IN WITNESS WHEREOF, the undersigned Governmental Units, by the action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minnesota Statutes, § 471.59.

LAKES AREA DRUG INVESTIGATION DIVISION JOINT POWERS AGREEMENT

CITY OF BAXTER

The Baxter City Council duly approved this Agreement on the _____ day of _____, 2025.

City of Baxter

Approved as to form
and legality:

Baxter City Attorney

By: _____
Its Mayor

And: _____
Its City Administrator

(Signatures continued on the following page)

LAKES AREA DRUG INVESTIGATION DIVISION JOINT POWERS AGREEMENT

CITY OF BRAINERD

The Brainerd City Council duly approved this Agreement on the _____ day of _____, 2025.

City of Brainerd

Approved as to form
and legality:

Brainerd City Attorney

By: _____
Its Council President

And: _____
Its City Administrator

(Signatures continued on the following page)

LAKES AREA DRUG INVESTIGATION DIVISION JOINT POWERS AGREEMENT

COUNTY OF CROW WING

The Crow Wing County Board duly approved this Agreement on the _____ day of _____, 2025.

County of Crow Wing

Approved as to form
and legality:

Crow Wing County Attorney

By: _____
County Board Chair

And: _____
Its County Administrator

LAKES AREA DRUG INVESTIGATION DIVISION

JOINT POWERS AGREEMENT

MILLE LACS BAND OF OJIBWE

The Mille Lacs Band Assembly duly approved this Agreement on the _____ day of _____, 2025.

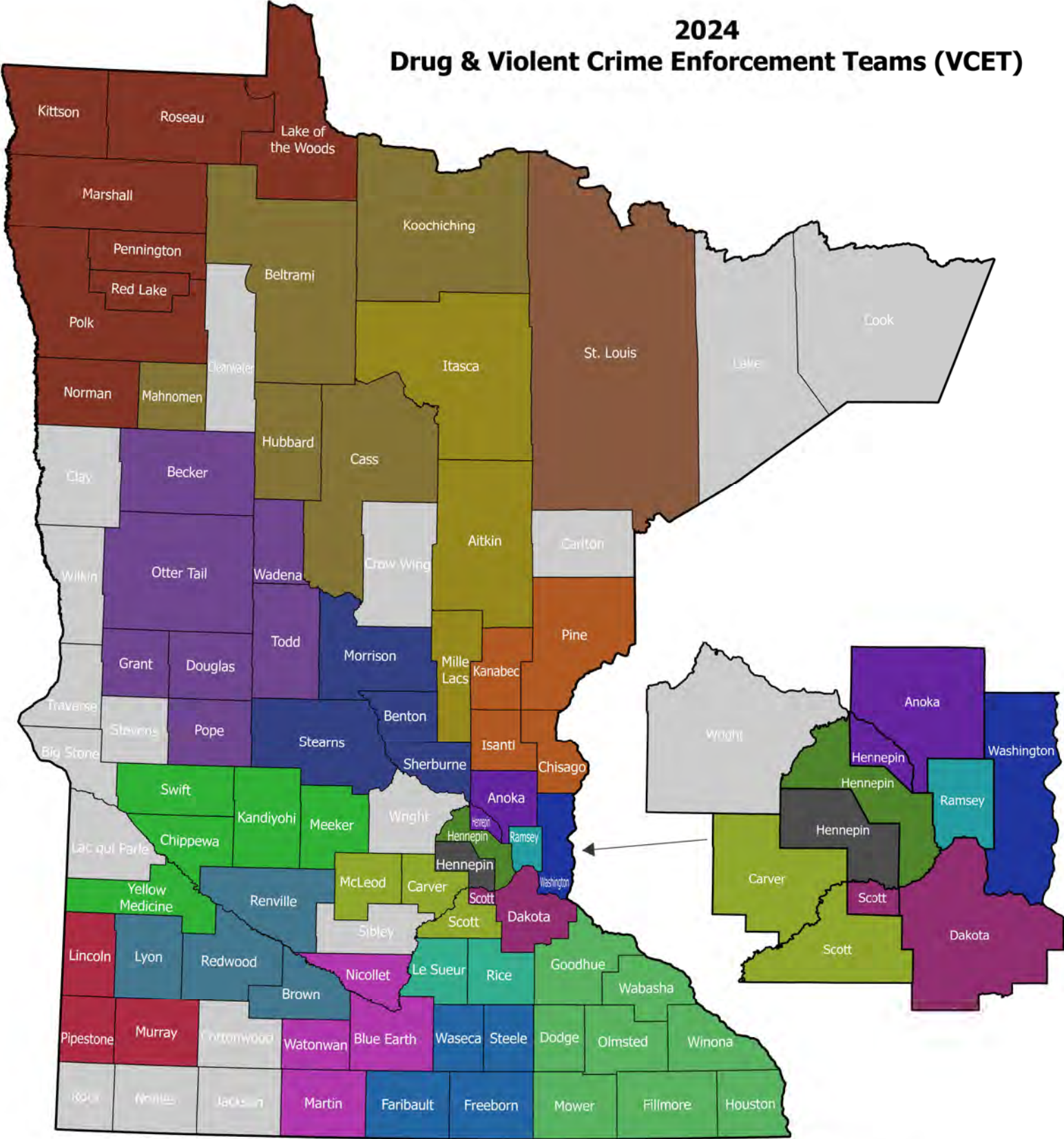
Mille Lacs Band of Ojibwe

Approved as to form
and legality:

Solicitor General

By: _____
Its Chief Executive

2024
Drug & Violent Crime Enforcement Teams (VCET)



VCET

- AIIM VCET
- Anoka Hennepin Narcotics & VC TF
- BLRR Gang & DTF
- Buffalo Ridge Drug/VC TF
- CEEVI Gang & Narcotics TF
- Cannon River VCET
- Central VOTF

- Dakota Co. DTF
- East Central Drug & VOTF
- Hennepin VOTF
- Lake Superior Drug & VC TF
- MN River Valley DTF
- N/A
- Paul Bunyan Gang & Drug TF
- Pine To Prairie DTF

- Ramsey County VCET
- SE Gang & DTF
- SW Metro DTF
- South Central Gang & DTF
- Washington County DTF
- West Central DTF
- West Metro DTF



Memo

TO: Brainerd City Council

FROM: John Davis, Police Chief
Brainerd Police Department

DATE: April 21, 2025

RE: Multi-Jurisdictional Drug Task Forces

In the United States law enforcement agencies at the federal, state, and local level tasked with investigating illegal drug crimes predominantly operate as multi-agency multi-jurisdictional task forces.

Illegal drug crimes are a complex issue that go beyond city, county, and state boundaries. These crimes often involve intricate networks and operations that require a collaborative approach to effectively dismantle. Multi-agency, multi-jurisdictional task forces bring together resources, expertise, and intelligence from various law enforcement agencies, allowing for a more comprehensive and coordinated response to drug-related activities.

Predominantly throughout Minnesota, and the entire country, multi-agency drug task forces have proven to be effective in combating drug-related offenses for the following reasons:

1. **Enhanced Resources and Expertise:** Multi-agency drug task forces bring together investigators from different law enforcement agencies. This collaboration enables pooling of resources, intelligence sharing, and coordination of efforts. Task force members bring their specialized skills, knowledge, and experience to the table, strengthening the overall investigative capabilities.
2. **Jurisdictional Flexibility:** Drug trafficking networks often operate across multiple jurisdictions, making it challenging for individual agencies to tackle the problem alone. Multi-agency drug task forces can overcome these jurisdictional limitations by coordinating investigations, sharing intelligence, and conducting joint operations. This collaborative approach facilitates the seamless exchange of information, the tracking of criminals across jurisdictional boundaries, and the disruption of drug operations.
3. **Disruption of Violent Crimes:** Drug crimes are frequently intertwined with other serious offenses, including violent acts involving firearms. By pooling resources and expertise, multi-agency drug task forces also specialize in violent crime investigations, which provide a valuable resource to agencies not large enough to have a dedicated violent crimes unit.

R E S O L U T I O N

NO: _____

**RESOLUTION APPROVING THE DETAILS OF THE JOINT POWERS AGREEMENT
REGARDING THE LAKES AREA DRUG INVESTIGATIVE DIVISION (LADID)**

WHEREAS, the City of Brainerd, the City of Baxter, Crow Wing County and the Mille Lacs Band of Ojibwe have agreed to be part of a multi-agency task force identified as the Lakes Area Drug Investigative Division (LADID); and

WHEREAS, LADID has been established for the purpose of coordinating and strengthening efforts to identify, apprehend and prosecute drug related offenders, including but not limited to crimes such as the sale of illegal drugs, possession of illegal drugs and ancillary crime associated therewith; and

WHEREAS, the participants have agreed to enter into a document entitled the Lakes Area Drug Investigative Division Joint Powers Agreement which document shall be made a part hereof, and

WHEREAS, the terms of the Joint Powers Agreement between the City of Brainerd, the City of Baxter, Crow Wing County, and the Mille Lacs Band of Ojibwe shall be effective from the date of the JPA signatures effecting the agreement.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Brainerd approves the Joint Powers Agreement between the City of Brainerd, the City of Baxter, Crow Wing County and the Mille Lacs Band of Ojibwa relating to the Lakes Area Drug Investigative Division.

Adopted this 21st day of April, 2025.

Mike O'Day
President of the Council

Approved this 21st day of April, 2025.

DAVE BADEAUX
Mayor

ATTEST: _____
Nick Broyles
City Administrator



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Adopt Resolution for Grant Agreement and Award Bids - Imp 24-07 - Lowell Safe Routes to School Project

AGENDA: SPW Committee

ACTION REQUESTED: Adopt Resolution

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 3 Minutes

SUMMARY OF ISSUE: WSB solicited bids for Imp 24-07 – Lowell Safe Routes to School Project. Two bids were received for the project, attached is a letter of recommendation for award from WSB.

In addition to the recommendation of award of bids, to be eligible for utilization of the Safe Routes to School grant funding, the City is required to approve the attached grant agreement and adopt the attached resolution approving the terms of the grant agreement.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The Lowell Safe Routes to School Project includes pedestrian crossing enhancements such as curb bump outs, refuge medians, and RRFB and Radar Speed Feedback signage. The two bids received were from DeChantal Excavating for \$432,624.79 and Anderson Brothers for \$452,769.75. The City was awarded a Safe Routes to School grant up to \$650,000.

There are a couple items that MnDOT has deemed ineligible for the Safe Routes to School grant. Water gate valve adjustments, outlets, and trees, totalling \$14,245.00. We have clarified that these costs would be State Aid eligible. Thus, local City funds would not be needed to fund these items.

RECOMMENDED ACTION/MOTION:

1. Recommend award of the Improvement 24-07 contract to DeChantal Excavating in the amount of \$432,624.79.
2. Adoption of the attached resolution approving the terms of the Safe Routes to School grant agreement.

FINANCIAL IMPACT: \$432,624.79

April 11, 2025

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

Re: H Street Improvement - SRTS
City of Brainerd Project No. 24-07
SAP 108-119-007
WSB Project No. 026252-000

Dear Mayor and City Council:

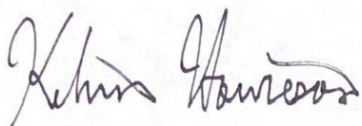
Bids were received for the above-referenced project on Friday, April 11, 2025. Two bids were received. The bids were checked for mathematical accuracy and tabulated. Please find enclosed the bid tabulation indicating DeChantal Excavating LLC, Brainerd, Minnesota, as the low bidder with a grand total bid amount of \$432,624.79. The Engineer's Estimate for the project was \$472,163.10.

We recommend that the City consider these bids and award a contract for the grand total bid in the amount of \$432,624.79 to DeChantal Excavating LLC based on the results of the bids received.

If you have any questions, please call me at 218.507.1984.

Sincerely,

WSB



Kelvin Howieson
Sr. Project Manager

Attachments

cc: Al DeChantal, DeChantal Excavating LLC

ar

BID TABULATION SUMMARY

H Street Improvement - SRTS

City of Brainerd Project No. 24-07

SAP 108-119-007

WSB Project No. 026252-000

Bid Opening: April 11, 2025 at 10:00 a.m. local time

 DENOTES CORRECTED FIGURE



Contractor		Addendum No. 1	Bid Security (5%)	Grand Total Bid
1	DeChantal Excavating LLC	X	X	\$432,624.79
	Anderson Brothers Construction			
2	Company of Brainerd LLC	X	X	\$452,769.75
Engineer's Opinion of Cost				\$472,163.10

I hereby certify that this is a true and correct tabulation of the bids as received on April 11, 2025.

A handwritten signature in black ink, appearing to read "Kelvin Howieson", is written over a horizontal line.

Kelvin Howieson, PE, Sr. Project Manager

**STATE OF MINNESOTA
SAFE ROUTES TO SCHOOL PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Brainerd

501 Laurel Street

Brainerd, MN 56401

(218) 828-2307

Contact: Jessie Dehn, P.E., City Engineer

RECITALS

1. Minnesota Statute § 174.40 authorizes the State to enter into this agreement.
2. General Funds were appropriated for the Safe Routes to School Program in Minnesota Laws 2023, Chapter 68- H.F. 2887.
3. Grantee has been awarded Safe Routes to School (SRTS) Program funds under Minn. Stat. § 174.40.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **April 21, 2030**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.40. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$418,379.79**.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
 - 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
 - 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
 - 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
 - 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
 - 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
 - 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
 - 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
 - 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this 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 Representatives

6.1 The State's Authorized Representative is:

Marc Brieese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.brieese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Jessie Dehn, P.E., City Engineer
501 Laurel Street
Brainerd, MN 56401
(218) 828-2307
JDehn@ci.brainerd.mn.us

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will 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 agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this 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 agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 **Government Data Practices and Intellectual Property Rights**

10.1 Government Data Practices. 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 agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 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.

12 Governing Law, Jurisdiction, and Venue

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

13 Termination; Suspension

13.1 Termination by the State. The State may terminate this 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.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, 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.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, 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.

15 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might

be disqualified or debarred after the Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 E-Verification. Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grant funds (the Real Property)

for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

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: City Engineer

Date: 4/22/2025

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

R E S O L U T I O N
NO. _____

ACTIVE TRANSPORTATION PROGRAM GRANT AGREEMENT
GRANT TERMS AND CONDITIONS
SAP 108-119-007

WHEREAS, the City of Brainerd has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$418,379.79 by reason of the lowest responsible bid;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA:

the City Council of the City of Brainerd does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper City officer, Jessie Dehn, is authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted this 21st day of April 2025

MIKE O'DAY
President of the Council

Adopted this 22nd day of April 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Adopt Resolution Approving Cooperative Construction Agreement - TH 371B/Willow Street Roundabout Project

AGENDA: SPW Committee

ACTION REQUESTED: Adopt Resolution

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: Attached is the Cooperative Construction Agreement with MnDOT for the TH 371B/Willow Street Roundabout project planned for construction this summer. The State of Minnesota requires the City adopts the attached resolution that agrees to the terms of the agreement.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The Agreement provides details of the construction, outlines future maintenance responsibilities, and outlines cost share for State in relation to the roundabout project. The costs are based on the latest set of Engineer's Estimate from the final approved plans by SEH. The agreement details the sources of State funding as well as their commitments on cost shares. Their participation includes a share of the lighting, construction engineering, RRFB's, relocation of commercial signage, colored concrete, and other costs in accordance with the State's Cost Participation Policy. The Schedule I on the back of the agreement outlines each participating item and cost of the agreement, and staff can go into detail if the Committee or Council desires on any item. Future maintenance on items such as the roundabout median landscaping, RRFB's, sidewalks, etc. would fall to the City, as is typical.

RECOMMENDED ACTION/MOTION: Staff recommends adopting the attached resolution in which enters into the Cooperative Construction Agreement with MnDOT for the TH 371B/Willow Street Roundabout Project.

FINANCIAL IMPACT: N/A

Memo

To: Darren Nelson
Project Development Engineer

From: Malaki Ruranika
Cooperative Agreements Engineer

Date: March 14, 2025

Subject: Proposed Cooperative Construction Agreement 1058346
City of Brainerd
SP 1814-10 (TH 371B=337)
Federal Project HSIP-CRP 1825(065)
State Payment for TH 371B Construction

Malaki Ruranika

Digitally signed by Malaki
Ruranika
Date: 2025.03.12 23:30:19
-05'00'

Transmitted herewith is a proposed agreement with the City of Brainerd. This agreement provides for payment of the State's share of the costs of the roundabout construction to be performed on TH 371B.

Present this agreement to the City Council for their approval and signatures of the Council-authorized officers. Also required is a resolution passed by the Council authorizing the City to enter into the agreement and naming the officers authorized to sign the agreement on its behalf. A suggested form of such resolution is included with this transmittal.

Electronic signatures are encouraged. When using electronic signatures, the signatories must not lock the document and all parties must sign the same document. The Council's resolution must be attached to the end of the pdf prior to any electronic signatures. Please remove the sample resolution if the City is providing their own resolution.

Send the executed agreement and resolution to Jeff.Kahnke@state.mn.us as soon as possible after the City has signed. A copy will be returned to the City when fully executed and after the project has been awarded.

Please copy me (Malaki.Ruranika@state.mn.us) and Jeff.Kahnke@state.mn.us on your email transmitting the agreement to the City for approval.

cc: File

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF BRAINERD
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>1814-10</u>	Original Amounts Encumbered
Trunk Highway Number (TH):	<u>371B=337</u>	Total Encumbrance
State Project Number (SP):	<u>108-070-001</u>	<u>\$1,089,720.00</u>
State-Aid Number (SAP):	<u>108-124-009</u>	State Funds
Federal Project Number:	<u>HSIP-CRP 1825(065)</u>	<u>\$109,720.00</u>
Lighting System Feed Point No.:	<u>"CITY"</u>	Federal Aid Funds
		<u>\$784,000.00</u>
		State Match to Federal Aid Funds
		<u>\$196,000.00</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State) and the City of Brainerd, acting through its City Council ("City").

Recitals

1. The City will perform grading, roundabout construction and other associated construction upon, along, and adjacent to Trunk Highway No. 371B at Willow Street according to City-prepared plans, specifications, and special provisions designated by the City as SP 108-070-001, SAP 108-124-009, and by the State as SP 1814-10 (TH 371B=337) ("Project"); and
2. The City requests the State participate in the costs of the roundabout construction and the State is willing to participate in the costs of said construction and associated construction engineering as set forth in this Agreement; and
3. MnDOT Contract Number 1052124, which has been executed between the City and the State, appoints the State as the City's agent to receive and disburse transportation related federal funds and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the City; and
4. The Federal-Aid funds available to the State for the construction contract are capped upon the award of the construction contract and will be paid to the City through the State Aid Finance Office under the Delegated Contract Process on a reimbursable basis after expenses have been incurred; and
5. The State Federal-Aid funds will be paid to the City, up to a capped amount, under the Delegated Contract Process on a reimbursable basis after expenses have been incurred, as set forth in this Agreement; and
6. The State funds will be paid to the City, up to a capped amount, as set forth in this Agreement; and
7. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205; and
8. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 13. State Audits; 14. Government Data Practices; 16. Governing Law; Jurisdiction; Venue; and 18. Force Majeure. The terms and conditions set forth in Article 6. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance, and Compliance will survive the expiration of this Agreement, but may be terminated by another agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** State-approved City plans, specifications, and special provisions designated by the City as SP 108-070-001 and SAP 108-124-009, and by the State as SP 1814-10 (TH 371B=337) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Duties of the City.** The City will perform all of its duties and obligations in MnDOT Contract No. 1052124, which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.
- 1.6. **Exhibits.** The Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the City (and its contractors and consultants) to suspend their operations until the City (and its contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the City (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable

provisions of the Work Zone Field Handbook

(<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.

- 2.4. State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.
- 2.5. Utility Relocation.** The State authorizes the City to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

3. Contract Award and Construction

- 3.1. Bids and Award.** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. Bid Documents Furnished by the City.** The City will, within seven days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. Rejection of Bids.** The City may reject and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.
- 3.4. Contract Terms.** The City's contract with its construction contractor(s) must include the following terms:
- A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
 - B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
 - C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.
- 3.5. Direction, Supervision, and Inspection of Construction**
- A. The contract construction will be under the direction of the City and under the direct supervision of a registered professional engineer. The supervision provided by the City may only be assigned, sublet, or transferred after the City is notified in writing by the State that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for satisfactory performance of the contract construction. The City will provide a City-employed registered professional engineer to oversee the contract construction, if the

same consultant that designed the Project employs the engineer supervising the contract construction directly.

- B. The State will be the primary overseer of the contract construction and a State District Engineer authorized representative will perform regular periodic inspections during construction. The City will give the District Engineer at Baxter five days' notice of its intention to start the contract construction.
- C. The City will notify the Independent Assurance Inspector when the contract construction is in progress that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current *Standard Specifications for Construction*.

3.6. **Contaminated Soils and Groundwater within the State's Cost Participation Limits**

- A. **24 Hour Notification.** The City will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- B. **Immediate Notification.** The City will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The City will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- C. **Environmental Consultant.** The City will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the City to the State, the City hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The City will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

3.7. **Completion of Construction.** The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.8. **Plan Changes.** All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the City and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.

3.9. **State Furnished Engineering Services.** Upon written request from the City, the State may furnish specific engineering or technical services, pursuant to Minnesota Statutes § 161.39. Such services may be covered by other technical services agreements. The City will pay the State to reimburse the Trunk Highway Fund for the full cost and expense of furnishing such services upon the State's requests for reimbursement. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Providing such services will not make the State a principal or co-principal with respect to liability regarding the contract construction.

3.10. Compliance with Laws, Ordinances, and Regulations

- A. The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.
- B. City treatment of all public, private, or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way will conform to 23 CFR 645 "Utilities" which is incorporated into this Agreement by reference.

3.11. Construction Documents Furnished by the City. The City will keep records and accounts that enable it to provide the State, when requested, with the following:

- A. Copies of the City contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- C. Copies of all construction contract change orders, supplemental agreements, and work orders.
- D. A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current *Standard Specifications for Construction*.
 - iii. Full payment by the City to its contractor for all contract construction.
- E. Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "As Built" plan sent to the District Engineer.

4. Right-of-Way; Easements; Permits

- 4.1. The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. **Roadways.** Maintenance of Willow Street. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
- 5.2. **Roundabout on TH 371B**
 - A. **Roundabout Approaches.** Maintenance of Willow Street approaches up to the curb line of the outer circle of the TH 371B roundabout. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.
 - B. **Roundabout Circle.** Maintenance of the roundabout circle on TH 371B at Willow Street. The State and City will provide for snow, ice and debris removal of the roadway portion of the roundabout circle in conjunction with ongoing maintenance activities of their respective roadway approaches to the roundabout circle. The State will provide for resurfacing, seal coating, and any other maintenance activities necessary to perpetuate the roadway portion of the roundabout circle in a safe and usable condition.
 - C. **Roundabout Landscaping.** Maintenance of any landscaping in the TH 371B at Willow Street roundabout. Maintenance includes but is not limited to, vegetation control, litter and debris removal, removal and replacement of all dead or diseased plantings, and any other maintenance activities necessary to perpetuate the landscaping in a safe, usable, and aesthetically acceptable condition.
- 5.3. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation, and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 5.4. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.5. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 5.6. **Lighting.** Maintenance and ownership of any lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

5.7. Additional Drainage. No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area," which is on file in the office of the State's District Hydraulics Engineer at Baxter and is incorporated into this Agreement by reference.

6. Pedestrian Crosswalk Flasher System Power, Ownership, Operation, Maintenance, and Compliance

Power, ownership, operation, maintenance, and compliance responsibilities will be as follows for the new Pedestrian Crosswalk Flasher System on TH 371B at Willow Street:

- 6.1. Power.** The flasher system is solar powered and will have no upfront hookup or ongoing power costs. If the system is replaced in the future, any upfront and/or ongoing costs associated with providing power to the system are the responsibility of the City. The City will own and be responsible for the solar panel to operate the flasher system.
- 6.2. Ownership, Operation, and Maintenance.** Upon completion of this project, the City will own the Pedestrian Crosswalk Flasher System. The City will operate and maintain the Pedestrian Crosswalk Flasher System, perform all Gopher State One Call locating, and be responsible for future system replacement, all at the City's cost and expense. The maintenance includes, but is not limited to, snow, ice, and debris removal at the pedestrian landings and ramps, associated signing, crosswalk pavement markings, solar panel cleaning or replacement, and lighting without cost or expense to the State. The City will perform all system maintenance in a timely manner.
- 6.3. Compliance.** The City will also be responsible for replacement or upgrades to meet compliance with current and future ADA requirements without cost or expense to the State. If the City fails to comply with the maintenance terms or ADA requirements, or if a safety issue develops, the State may require the City to remove the Pedestrian Crosswalk Flasher System or the State may remove it at the City's cost.
- 6.4. Right-of-Way Access.** The City will submit to the State form "Application for Miscellaneous Work on Trunk Highway Right-of-Way" (Form 1723) in order to perform TH 371B pedestrian crosswalk marking maintenance as described in Article 6.2.

7. State Cost and Payment by the State

7.1. State Cost. The State's cost for roundabout construction cost and Lighting System construction is defined in the construction plan and the attached Schedule "I" and is reflective of the Participation Distribution prepared by the Office of State Aid for Local Transportation. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the County's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. The contingency amount is provided to cover the cost difference between the Preliminary Schedule "I" and the Revised Schedule "I", overruns of the Project Plans' estimated quantities of State participation construction, and State approved additional construction including construction engineering costs.

A. Federal-Aid Funds and State Match to the Federal-Aid Funds. \$784,000.00 is the Federal-Aid funded portion and \$196,000.00 is the State Match to the Federal-Aid funds of the State's roundabout construction cost share and will be paid to the City through the State Aid Finance Office under the Delegated Contract Process (State Aid Manual, Chapter 5.3). The Federal-Aid funds available for the State cost share will be capped upon award of the construction contract.

B. State Funded. \$109,720.00 is the estimated State funded portion of the Lighting System construction and the State funded construction engineering cost share. The State will pay to the City the State funded portion of the State's Lighting System cost share as shown on the Revised Schedule "I", which does not include the contingency amount or the construction engineering amount, after the following conditions have been met:

- i. Encumbrance by the State of the State's full and complete State funded cost share and State funded construction engineering.
- ii. Approval by the State's Land Management Director at Saint Paul of certified documentation, submitted by the City, for all right-of-way and easement acquisitions required for the contract construction.
- iii. Execution of this Agreement and transmittal to the City.
- iv. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract and include Lighting System invoices and payments.

7.2. Lighting System Costs. The State will pay the City the State's estimated cost for standard lighting. The State will pay a lump sum amount of **\$37,700.00** for Lighting System construction as described in Article 7.1.

7.3. Construction Engineering Costs. The State will pay a construction engineering charge equal to 8 percent of the total State participation construction covered under this Agreement.

7.4. Limitations of State Payment; No State Payment to Contractor. The State's participation in the contract construction is limited to the amounts shown in Article 7, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third-party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

7.5. Final Payment by the State. Upon completion of all contract construction, the State will prepare a Final Schedule "I" in conjunction with the Delegated Contract Process. The Final Schedule "I" will be based on final quantities and include all State participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the City without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the City will refund the difference to the State without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name, Title:	Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address:	395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
Telephone:	(651) 366-4634
Email:	malaki.ruranika@state.mn.us

8.2. The City's Authorized Representative will be:

Name, Title: Jessie Dehn, City Engineer/Public Works Director (or successor)
 Address: 501 Laurel Street, Brainerd, MN 56401
 Telephone: (215) 454-3411
 Email: jdehn@ci.brainerd.mn.us

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.
- 9.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims; Insurance

- 10.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the Project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 10.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable USDOT Standard Title VI/Non-Discrimination Assurances contained in USDOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in this Agreement, the City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City

must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

13. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

14. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

15. Telecommunications Certification

By signing this Agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this Agreement.

16. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Termination; Suspension

17.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

17.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City 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 this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

17.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

18. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

(The remainder of this page has been intentionally left blank.)

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000810107

CITY OF BRAINERD

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1058346

City of Brainerd

SP 1814-10 (TH 371B=337)

Preliminary: March 4, 2025

SP 108-070-001

SAP 108-124-009

Fed. Proj. HSIP-CRP 1825(065)

Grading, roundabout, bituminous surfacing, ADA improvements, and pedestrian crosswalk flasher system construction performed under

City contract with _____

located on TH 371B at Willow Street

STATE COST PARTICIPATION

	State Funds	State Match	Federal Aid	TOTALS
SP 1814-10 (From Sheet No. 4)	0.00	140,585.28	562,341.12	702,926.40
(1) Lighting System (Lump Sum)	37,700.00			37,700.00
Subtotal	37,700.00	140,585.28	562,341.12	\$740,626.40
Construction Engineering (8%)	59,250.11			59,250.11
Subtotal	96,950.11	140,585.28	562,341.12	\$799,876.51
(2) Contingency Amount	12,769.89	55,414.72	221,658.88	289,843.49
Encumbered Amount	109,720.00	196,000.00	784,000.00	\$1,089,720.00

(1) Amount of advance payment as described in Article 7 of the Agreement (lump sum amount)

(2) For the State's use only as described in Article 7.1 of the Agreement

(1) 80% FEDERAL CRP/20% STATE (capped), balance 100% STATE

1058346

(P) = PLAN QUANTITY

ITEM NUMBER	SP 1814-10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT	LUMP SUM	0.46	5,000.00	2,300.00
2021.501	MOBILIZATION	LUMP SUM	0.45	80,000.00	36,000.00
2051.501	MAINT AND RESTORATION OF HAUL ROADS	LUMP SUM	1.00	1,000.00	1,000.00
2101.502	GRUBBING	EACH	2.00	600.00	1,200.00
2104.502	REMOVE BOLLARDS	EACH	2.00	210.00	420.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	6.00	630.00	3,780.00
2104.502	REMOVE SIGN	EACH	5.00	63.00	315.00
2104.502	SALVAGE SIGN	EACH	4.00	100.00	400.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	47.00	4.70	220.90
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	344.00	2.10	722.40
2104.503	REMOVE PIPE DRAIN	LIN FT	898.00	5.00	4,490.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	418.00	20.00	8,360.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	893.00	5.10	4,554.30
2104.503	SALVAGE CHAIN LINK FENCE	LIN FT	154.00	24.00	3,696.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	138.00	14.00	1,932.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	297.00	6.70	1,989.90
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	2,641.00	5.10	13,469.10
2104.518	REMOVE CONCRETE WALK	SQ FT	4,943.00	1.70	8,403.10
2104.602	RELOCATE COMMERCIAL SIGN	EACH	2.00	13,000.00	26,000.00
2106.507	EXCAVATION - COMMON (P)	CU YD	1,533.00	12.00	18,396.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	639.00	20.00	12,780.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	1,083.00	9.00	9,747.00
2106.607	EXCAVATION SPECIAL	CU YD	194.00	40.00	7,760.00
2106.609	HAUL AND DISPOSE OF CONTAMINATED MATERIAL	TON	310.00	20.00	6,200.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	hour	15.00	337.00	5,055.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	974.00	35.00	34,090.00
2301.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	167.00	18.00	3,006.00
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (4, C)	TON	784.00	55.00	43,120.00
2502.503	4" PERF TP PIPE DRAIN	LIN FT	905.00	12.00	10,860.00
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	165.00	71.00	11,715.00
2503.503	21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	47.00	107.00	5,029.00
2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	137.00	120.00	16,440.00
2503.602	CONSTRUCT BULKHEAD	EACH	1.00	1,000.00	1,000.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	3.00	1,400.00	4,200.00

Data is considered Non-public prior to project award under the
Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

(1) 80% FEDERAL CRP/20% STATE (capped), balance 100% STATE
(P) = PLAN QUANTITY

1058346

ITEM NUMBER	SP 1814-10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2506.502	CASTING ASSEMBLY	EACH	8.00	1,100.00	8,800.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	14.00	600.00	8,400.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	24.00	720.00	17,280.00
2521.518	6" CONCRETE WALK	SQ FT	4,367.00	11.70	51,093.90
2521.518	6" COLORED CONCRETE WALK	SQ FT	1,800.00	18.30	32,940.00
2521.518	7" COLORED CONCRETE WALK	SQ FT	2,315.00	20.70	47,920.50
2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	100.00	20.40	2,040.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	793.00	17.50	13,877.50
2531.503	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	248.00	29.00	7,192.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	170.00	30.00	5,100.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	1,046.00	30.00	31,380.00
2531.503	CONCRETE CURB AND GUTTER DESIGN R424	LIN FT	251.00	34.00	8,534.00
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	50.00	88.00	4,400.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	84.00	110.00	9,240.00
2531.603	CONCRETE SILL	LIN FT	518.00	11.00	5,698.00
2531.618	TRUNCATED DOMES	SQ FT	168.00	63.00	10,584.00
2557.502	ELECTRICAL GROUND	EACH	1.00	390.00	390.00
2557.603	INSTALL CHAIN LINK FENCE	LIN FT	154.00	30.00	4,620.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.45	36,000.00	16,200.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	0.50	5,000.00	2,500.00
2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2.00	2,500.00	5,000.00
2564.602	INSTALL SIGN	EACH	2.00	400.00	800.00
2564.618	SIGN	SQ FT	111.00	72.00	7,992.00
2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYSTEM	0.50	140,000.00	70,000.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	6,000.00	6,000.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	5,000.00	5,000.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	7.00	190.00	1,330.00
2573.503	SILT FENCE, TYPE HI	LIN FT	195.00	3.80	741.00
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	24.00	3.50	84.00
2574.505	SUBSOILING	ACRE	0.10	200.00	20.00
2574.505	SOIL BED PREPARATION	ACRE	0.30	210.00	63.00
2574.508	FERTILIZER TYPE 1	POUND	60.00	1.00	60.00
2574.508	FERTILIZER TYPE 4	POUND	4.00	1.20	4.80
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	143.00	6.00	858.00

Data is considered Non-public prior to project award under the
Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

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Data is considered Non-public prior to project award under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

- 4 -

CITY OF BRAINERD

RESOLUTION

IT IS RESOLVED that the City of Brainerd enter into MnDOT Agreement No. 1058346 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the roundabout construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 371B Willow Street within the corporate City limits under State Project No. 1814-10.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Brainerd at an authorized meeting held on the _____ day of _____, 2025 as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2025

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

R E S O L U T I O N
NO. _____

**COOPERATIVE CONSTRUCTION AGREEMENT WITH
THE STATE OF MINNESOTA
SP 1814-10
TH 371B/WILLOW STREET ROUNDABOUT PROJECT**

WHEREAS, the State will participate in construction of a roundabout at the intersection of Trunk Highway 371B (South 6th Street) and Willow Street, and;

WHEREAS, plans and specifications have been prepared and approved by the State and the City, as designated as Federal Project HSIP-CRP 1825(065), by the State as State Project No. 1814-10, by the City as State Project No. 108-070-001, by the City as State Aid Project No. 108-124-009, and by the City as Improvement No. 23-16.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, BRAINERD, MINNESOTA:

that the City of Brainerd enter into MnDOT Agreement No. 1058346 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the roundabout construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 371B Willow Street within the corporate City limits under State Project No. 1814-10, and;

BE IT FURTHER RESOLVED that the Mayor and the City Engineer are authorized to execute the Agreement and any amendments to the Agreement.

Adopted this 21st day of April 2025

MIKE O'DAY
President of the Council

Approved this 22nd day of April 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Approve Event/Parking Lot Closure- Farmers Market Application with DDBC

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 10

SUMMARY OF ISSUE: A local business in the Downtown area would like to host a Farmers Market on Fridays from May 16 to October 10, 2025. The location will be at City Hall parking lot. The City of Brainerd leases seven parking stalls to a local law firm. Staff has asked them to park on the north section of the parking lot to allow the Farmers Market to use the remaining of the parking lot.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff spoke with the local firm and they seemed in support but asked to outline request in an email. Staff is waiting a response.

RECOMMENDED ACTION/MOTION: Upon the law firm agreeing to park on the north side of the parking lot, Council approve the Farmers Markets request to conduct a Farmers Markets on Fridays from May 16 to October 10, 2025.

FINANCIAL IMPACT: Public Benefit



SPECIAL EVENT APPLICATION

Date of Application: 4/14/2025

Event applications that do not include a street closure must be submitted to the Parks & Recreation Department at 1619 Washington Street NE, Brainerd, MN 56401 or parks@ci.brainerd.mn.us at least 14 calendar days prior to the event. Applications that include a street closure must be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us at least 30 calendar days prior to the event and will require City Council approval.

Type of event:

☒
☐

Event – City Parking Lot
Event with Street Closure

☐
☐

Event – City Park
Other _____

Name of event: Downtown Brainerd's Main Street Market

Organizer Information

Organizer's Name:

Destination Downtown Brainerd Coalition (DDBC)

Organizer's Address:

707 Laurel Street, Brainerd MN 56401

Event Contact Person:

Marie Kirsch

Event Contact Daytime Phone:

612-710-0962

Event Contact E-mail Address:

mariekirsch@gmail.com

Contact Name/Number Day of Event:

Doro Schumann / 218-556-7063

For Profit/Nonprofit Status (type):

Non-Profit

Applicant information (if different from the event organizer):

Applicant Name:

(same as above)

Applicant Address:

Applicant Phone:

Applicant E-mail Address:

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
Fridays	9am	2pm	City Hall Parking Lot
May 16-Oct. 10			

☒ Recurring event (requires only one application submittal per year.) Indicate all event dates and times above.

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

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

Description of Activities

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

Weekly outdoor market coordinated by DDBC that will feature vendors selling locally grown and made goods. The market will also host area artists/groups/organizations who can provide family-friendly entertainment and activities.

Site Information

Electrical usage ☒ Yes ☐ No

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

Possibly needing electric hookup for musicians/artists to hook up equipment.

Amplified Sound ☒ Yes ☐ No

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

Speakers/amps for performers - will be used during event hours (9-2)

Restrooms provided ☐ Yes ☒ No

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

Company contracted for restrooms: _____

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

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

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

sandwich boards, vinyl banners, directional signs, etc. for promoting/directing the public to the event.

Trash Receptacle Disposal ☐ Yes ☒ No

Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

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

City Hall Parking Lot.

Date and time for beginning of street closures: 8am (1 hour prior to event start)

Date and time for reopening of streets: 2:30pm (Half hour after event end)

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

Vendors will be set up on the proposed lot, leaving sidewalks clear for pedestrians and residents. Parking spaces will be left open in designated areas for permit parking holders.

While the City continues to treat downtown as a venue for events, event plans must be balanced with the interests and needs of property owners.

If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. All street closures shall be approved by the City Council. Failure to notify property owners and tenants in street closure areas will result in revocation of this permit.

For information regarding a street closure, please contact the City Engineering office at 218-828-2307 or engineer@ci.brainerd.mn.us.

Hold Harmless Agreement and Insurance Information

The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the applicant's event herein described.

The City, at its discretion, may require the Applicant to obtain liability insurance for any event. If liability insurance is required, the following requirements apply:

- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an "Additional Insured" on the policy.
- At least ten (10) days prior to the event, the Applicant must provide to the City a Certificate of Insurance showing the required coverage.

Signature of Event Applicant

I attest that the above information is true and accurate, and I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.

Marie Kirsch Digitally signed by Marie Kirsch
Date: 2025.04.14 19:32:47
-05'00'

Signature of Applicant

Marie Kirsch

Print Name

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	_____	_____
City Administration	_____	_____
Engineering Department	_____	_____
Fire Department	_____	_____
Fire Support/EMS	_____	_____
Parks Department	_____	_____
Planning Department	_____	_____
Police Department	_____	_____

Event Application Approval

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

City Administrator or Parks & Recreation Director

Date

Approval Conditions

Certification of Street Closure Approval

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



Memo

To: Brainerd City Council

From: Destination Downtown Brainerd Coalition (DDBC)

Date: April 14, 2025

Re: Special Event Application for Main Street Market

Please find enclosed the completed Special Event Application and supporting documentation for DDBC's proposed Main Street Market. This event will consist of a weekly outdoor market to be held Fridays (9am-2pm) during the summer season in Downtown Brainerd. The market will feature vendors selling locally grown/made items, as well as live music and family-friendly activities. We see this event as an opportunity to enhance Brainerd's Downtown neighborhood, both by being a gathering spot to help foster a sense of community for our residents, and by bringing more people to the downtown area to help support our business district.

In going around to discuss the location of the market with Downtown business owners and operators, the general feedback we received was that they were in support of having a market downtown, but that they had concerns about it taking up parking spots and limiting customer access. After much research and consideration, we feel that the proposed location of the market in the City Hall Parking Lot is the optimal solution, as it allows us to locate the market in a high-traffic area without impeding customers' access to local businesses. The proposed location, with its proximity to both City Hall and the Historic Water Tower, make it easy for visitors to find and give it a strong place-based identity, while also being in a highly visible area along the 371B/Hwy 210 corridor. This location also has the added benefit of not directly blocking parking access to local downtown businesses, so that regular customers can continue to park and shop as usual during the event.

Thank you for reviewing our application – we are excited about the possibility of bringing this event to the Brainerd community and helping our city continue to grow and thrive. Please do not hesitate to contact us should you have any questions or need additional information.



SPECIAL EVENT APPLICATION

Date of Application: 4/14/2025

Event applications that do not include a street closure must be submitted to the Parks & Recreation Department at 1619 Washington Street NE, Brainerd, MN 56401 or parks@ci.brainerd.mn.us at least 14 calendar days prior to the event. Applications that include a street closure must be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us at least 30 calendar days prior to the event and will require City Council approval.

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

Name of event: Downtown Brainerd's Main Street Market

Organizer Information

Organizer's Name: Destination Downtown Brainerd Coalition (DDBC)
Organizer's Address: 707 Laurel Street, Brainerd MN 56401
Event Contact Person: Marie Kirsch
Event Contact Daytime Phone: 612-710-0962
Event Contact E-mail Address: mariekirsch@gmail.com
Contact Name/Number Day of Event: Doro Schumann / 218-556-7063
For Profit/Nonprofit Status (type): Non-Profit

Applicant information (if different from the event organizer):

Applicant Name: (same as above)
Applicant Address: _____
Applicant Phone: _____
Applicant E-mail Address: _____

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
Fridays	9am	2pm	Front Street (between 6th & 7th Streets)
May 16-Oct. 10			*see map for details

☐ Recurring event (requires only one application submittal per year.) Indicate all event dates and times above.

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

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

Description of Activities

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

Weekly outdoor market coordinated by DDBC that will feature vendors selling locally grown and made goods.

The market will also host area artists/groups/organizations who can provide family-friendly entertainment and activities.

Site Information

Electrical usage

☒

Yes

☐

No

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

Possibly needing electric hookup for musicians/artists to hook up equipment.

Amplified Sound

☒

Yes

☐

No

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

Speakers/amps for performers - will be used during event hours (9-2)

Restrooms provided

☐

Yes

☒

No

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

Company contracted for restrooms: _____

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

Signs, banners, and/or posters/flyers

☒

Yes

☐

No

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

sandwich boards, vinyl banners, directional signs, etc. for promoting/directing the public to the event.

Trash Receptacle Disposal

☐

Yes

☒

No

Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

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

Front Street between 6th and 7th Streets. See map for details.

Date and time for beginning of street closures: 8am (1 hour prior to event start)

Date and time for reopening of streets: 2:30pm (Half hour after event end)

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

Vendors will be set up on the proposed closed street, leaving sidewalks clear for pedestrians and residents. Parking spaces will be left open on the ends of the block to provide customer parking, as well as in the nearby public lot.

While the City continues to treat downtown as a venue for events, event plans must be balanced with the interests and needs of property owners.

If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. All street closures shall be approved by the City Council. Failure to notify property owners and tenants in street closure areas will result in revocation of this permit.

For information regarding a street closure, please contact the City Engineering office at 218-828-2307 or engineer@ci.brainerd.mn.us.

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The City, at its discretion, may require the Applicant to obtain liability insurance for any event. If liability insurance is required, the following requirements apply:

- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City must be named as an "Additional Insured" on the policy.
- At least ten (10) days prior to the event, the Applicant must provide to the City a Certificate of Insurance showing the required coverage.

Signature of Event Applicant

I attest that the above information is true and accurate, and I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.

Marie Kirsch Digitally signed by Marie Kirsch
Date: 2025.04.14 19:32:47
-05'00'

Signature of Applicant

Marie Kirsch

Print Name

Contacts, Permits, and Fees Checklist

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

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

Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park			X	Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support			x	Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined based on crowd size and the type of event. Fees may be discussed with the sponsor.
Food and vendor licenses		x		All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit		x		All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
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MN Commissioner of Revenue:	(651) 282-5225 www.revenue.state.mn.us
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MNDOT Baxter Office	(218) 828-5700 www.dot.state.mn.us

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	_____	_____
City Administration	_____	_____
Engineering Department	_____	_____
Fire Department	_____	_____
Fire Support/EMS	_____	_____
Parks Department	_____	_____
Planning Department	_____	_____
Police Department	_____	_____

Event Application Approval

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

City Administrator or Parks & Recreation Director

Date

Approval Conditions

Certification of Street Closure Approval

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

Proposed location for Main Street Market on Front Street between 6th and 7th Streets. Parking spots would be left open on the end of the block to allow for customer parking for Front Street Businesses. This allows for approximately 20 vendor spaces.

The market would run from 9am-2pm Fridays from May 16 through Oct. 10, 2025, with an hour before and half an hour after to allow for set-up/tear-down.





Memo

To: Brainerd City Council

From: Destination Downtown Brainerd Coalition (DDBC)

Date: April 14, 2025

Re: Special Event Application for Main Street Market

Please find enclosed the completed Special Event Application and supporting documentation for DDBC's proposed Main Street Market. This event will consist of a weekly outdoor market to be held Fridays (9am-2pm) during the summer season in Downtown Brainerd. The market will feature vendors selling locally grown/made items, as well as live music and family-friendly activities. We see this event as an opportunity to enhance Brainerd's Downtown neighborhood, both by being a gathering spot to help foster a sense of community for our residents, and by bringing more people to the downtown area to help support our business district.

The proposed location of the market on Front Street (between 6th and 7th Street) places it near Brainerd's major landmark – the Historic Water Tower – making it easy for customers to find and giving it a strong place-based identity, while also making it highly visible to the many passersby along the busy 371B/Hwy 210 corridor.

In going around to discuss the location with Front Street business owners and operators, the general feedback we received was that they were in support of having a market, but had concerns about it taking up parking spots and limiting customer access. To address this, the proposed footprint of the market would leave the west end of the block open to allow for customer access from 6th Street and parking spaces would be designated/marked for use by Front Street Business Customers only. Customers would also still be able to access parking on the east end of the block via street parking or in the Front Street Lot. We feel that this provides an optimal solution to locating the market in an area where it will be successful and have high visibility, while minimizing impacts on nearby businesses and residents.

Thank you for reviewing our application – we are excited about the possibility of bringing this event to the Brainerd community and helping our city continue to grow and thrive. Please do not hesitate to contact us should you have any questions or need additional information.



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Award Bid - Imp 25-01 - 2025 Chip Seal Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Attached to this item are the bids received for Improvement 25-01 - 2025 Chip Seal Project. The City received three bids, the lowest bidder being Asphalt Surface Technologies Corp. (ASTECH) in the total amount of \$151,676.20 (Base Bid) + \$10,661.70 (Alternate) = \$162,337.90 (Base + Alternate). The Engineer's Estimate for the project was \$183,818.20 (Base) + \$14,421.95 (Alternate) = \$198,240.15 (Base + Alternate). A bid abstract showing the breakdown is attached to this item. The City identified \$185,000 in the Capital Improvements Plan for this project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Streets included in the project are pavements recently constructed within the last 2-3 years. Due to the estimated amount versus the budget, Greenwood Street was listed as an Alternative bid. The total bid amount, base plus alternate, from Astech represents a total of 18.1% under the Engineer's Estimate and 12.3% under budget.

RECOMMENDED ACTION/MOTION: Staff recommends award of Improvement 25-01 - 2025 Chip Seal Project to Asphalt Surface Technologies Corp. in the total bid amount of \$162,337.90.

FINANCIAL IMPACT: \$162,337.90

Improvement 25-01 - 2025 Chip Seal Project
 Bid Abstract

Base Bid

Line	Number	Description	Unit	Quantity
1	2021.501	MOBILIZATION	LS	1
2	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	6,199
3	2356.504	BITUMINOUS SEAL COAT	S Y	51,667
4	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	18,084
5	2563.601	TRAFFIC CONTROL	LS	1
6	2582.503	4" SOLID LINE MULTI COMP	L F	2,840
7	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	500
8	2582.518	PAVEMENT MESSAGE MULTI-COMPONENT	S F	201
9	2582.518	CROSSWALK MULTI COMP	S F	540

Alternate 1

Line	Number	Description	Unit	Quantity
10	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	557
11	2356.504	BITUMINOUS SEAL COAT	S Y	4,642
12	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	1,625
13	2582.503	4" BROKEN LINE MULTI COMP	L F	80
14	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	500

Totals

	Engineer's Estimate	Asphalt Surface T
Base Bid	\$183,818.20	\$151,67
Alternate 1	\$14,421.95	\$10,66
Total Bid	\$198,240.15	\$162,3 18.11%

Engineer's Estimate		Asphalt Surface Technologies Corp.		Asphalt Preserva
Estimated Price	Estimated Total	Price	Total	Price
\$22,500.00	\$22,500.00	\$27,000.00	\$27,000.00	\$19,400.00
\$3.75	\$23,246.25	\$3.50	\$21,696.50	\$1.11
\$0.85	\$43,916.95	\$0.60	\$31,000.20	\$1.34
\$3.50	\$63,294.00	\$3.00	\$54,252.00	\$2.57
\$15,000.00	\$15,000.00	\$9,000.00	\$9,000.00	\$1,500.00
\$2.50	\$7,100.00	\$1.05	\$2,982.00	\$1.10
\$5.00	\$2,500.00	\$1.60	\$800.00	\$3.30
\$11.00	\$2,211.00	\$10.50	\$2,110.50	\$11.00
\$7.50	\$4,050.00	\$5.25	\$2,835.00	\$5.50
	\$183,818.20		\$151,676.20	
			17.5% Under Est.	

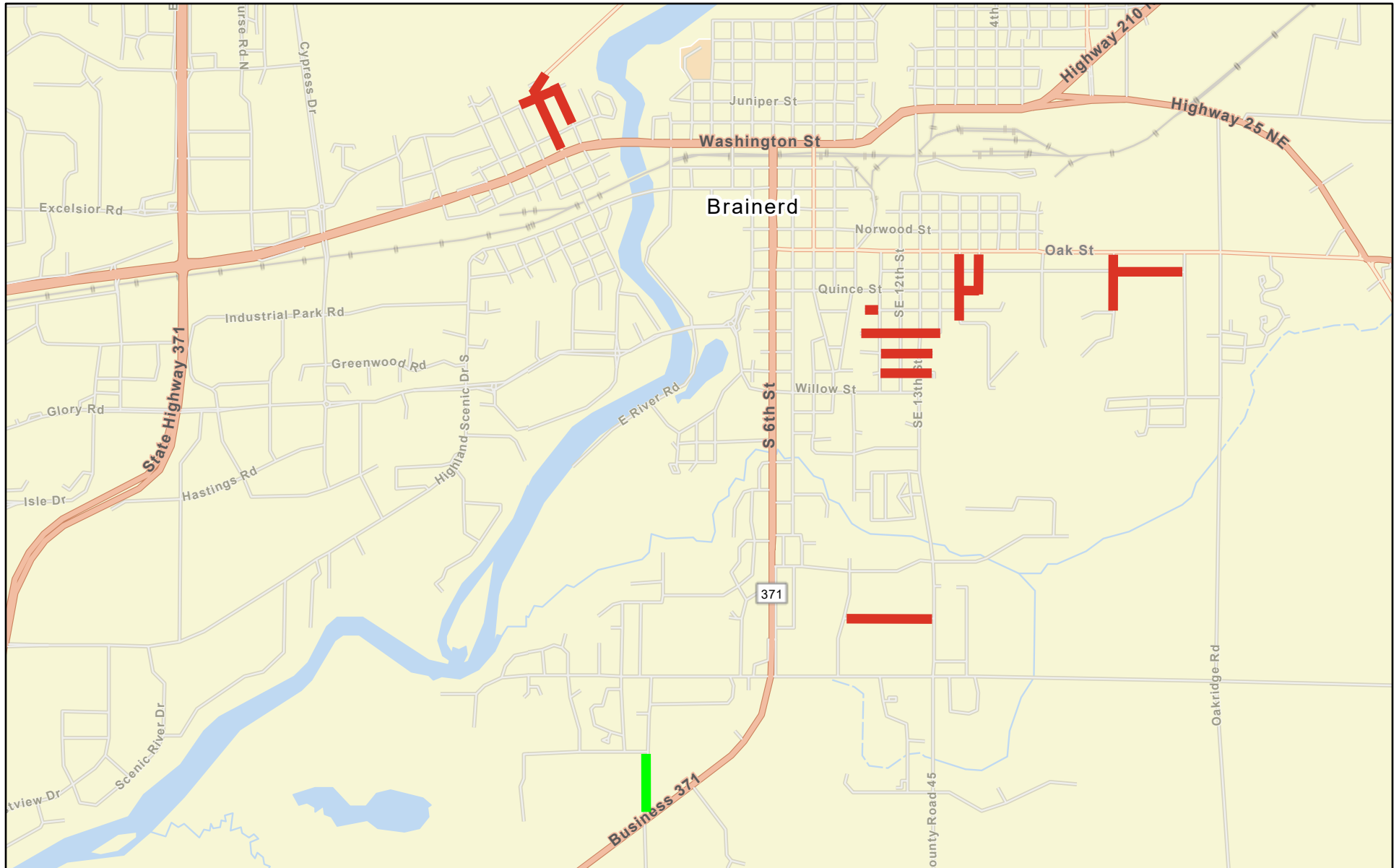
Engineer's Estimate		Asphalt Surface Technologies Corp.		Asphalt Preserva
Estimated Price	Estimated Total	Price	Total	Price
\$3.75	\$2,088.75	\$3.50	\$1,949.50	\$1.11
\$0.85	\$3,945.70	\$0.60	\$2,785.20	\$1.34
\$3.50	\$5,687.50	\$3.00	\$4,875.00	\$2.57
\$2.50	\$200.00	\$3.15	\$252.00	\$1.10
\$5.00	\$2,500.00	\$1.60	\$800.00	\$3.30
	\$14,421.95		\$10,661.70	
			26.1% Under Est.	

Technologies Corp	Asphalt Preservation Company Inc.	Allied Blacktop Company
76.20	\$153,445.55	\$192,580.73
51.70	\$12,752.80	\$13,930.98
337.90	\$166,198.35	\$206,511.71
UNDER	16.16% UNDER	4.17% OVER

tion Company Inc.	Allied Blacktop Company	
Total	Price	Total
\$19,400.00	\$20,000.00	\$20,000.00
\$6,880.89	\$1.50	\$9,298.50
\$69,233.78	\$1.69	\$87,317.23
\$46,475.88	\$2.50	\$45,210.00
\$1,500.00	\$20,000.00	\$20,000.00
\$3,124.00	\$1.10	\$3,124.00
\$1,650.00	\$2.20	\$1,100.00
\$2,211.00	\$11.00	\$2,211.00
\$2,970.00	\$8.00	\$4,320.00
\$153,445.55		\$192,580.73
16.5% Under Est.		4.8% Over Est.

tion Company Inc.	Allied Blacktop Company	
Total	Price	Total
\$618.27	\$1.50	\$835.50
\$6,220.28	\$1.69	\$7,844.98
\$4,176.25	\$2.50	\$4,062.50
\$88.00	\$1.10	\$88.00
\$1,650.00	\$2.20	\$1,100.00
\$12,752.80		\$13,930.98
11.6% Under Est.		3.4% Under Est.

2025 Seal Coat Map



3/6/2025, 3:09:35 PM

- = 2025 Seal Coat Streets
- = Bid Alternate #1

1:45,000
 0 0.28 0.55 1.1 mi
 0 0.42 0.85 1.7 km
 Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Consider Transit Consultant Services

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 15

SUMMARY OF ISSUE: The City of Brainerd provides administrative support for the Transit services and a third party contractor provides operational coordination of the Transit services. Several key operational functions have fallen short and have forced staff to review operational services. Currently, the City of Brainerd can't be involved in the operational aspects as we have a contract with a third party contractor. The third party contractor will bill the City of Brainerd monthly ranging \$80,000 to \$100,000 for services performed. City staff can fine them for failed performance and the past fines have ranged from \$4,000 to \$12,000. Staff have asked MnDot for suggestions as these key operation functions are now critical and need attention.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: MnDot is paying for a Consultant to conduct an Operational review of the Transit services. The consulting kickoff meeting was on April 10th, the overview of the consulting services is in the council packet and covers the Scope of Work, Timeline, Data & Information, and Outcome Scenarios. Outcome scenarios: 1. Continue contracting out (to a third party contractor); 2. City of Brainerd takes over (the administrative and operational services); 3. County takes over (all aspects of the operation); and 4. Hybrid (a combination of all scenarios).

RECOMMENDED ACTION/MOTION: Staff is seeking approval of Consulting Services to continue and provide recommendations in June for City Council to give staff direction for the Transit operations in 2026.

FINANCIAL IMPACT: Transit provides [economic benefit to the community and funds from MnDot](#) support the direct and indirect services for Transit.



Organizational Planning Assistance

4/10/25

Kick-off

Agenda

- Introductions
- Roles & Responsibilities
- Project Understanding
- Scope
- Timeline
- Data Needs
- Next Steps

Roles & Responsibilities

Roles & Responsibilities

Brainerd Transit

- Provide data
- Review deliverables
- Confirm assumptions
- Participate in meetings

TPM

- Attend meetings
- Review Deliverables
- Navigate internal OTAT coordination with PM

MnDOT

- Work with PM and TPM on any coordination
- Attend meetings

AECOM/DRB

- Lead meetings
- Conduct analysis
- Create deliverables
- Present findings to City Council

Roles & Responsibilities

- Who will be the main point person for Brainerd?
- Should any others be included in document review?
- Is one week enough time to provide comments back on deliverables?

Project Understanding

Background Info

- Currently contracted with Blue Earth/Blue sky for operations & dispatch
- Blue Sky Transit rents a facility
- City owns the buses
- Maintenance is outsourced but managed/ overseen by Blue Sky Transit
- Blue Earth is non-union, city is union
- Contract expires 6/30/26, need to decide next move by 6/30/25

Objectives

- Determine if it is cost effective to bring operations (or part of) in house
- Outline capital requirements
- Examine non-monetary benefits and costs to bringing service in-house
- Roadmap if service was brought in-house of what would need to happen
- Provide recommendations

Scope

Task 1 – Project Management

Let's pick a date & time!

- Bi-weekly progress meetings
- Agenda will be shared 24+ hours prior to meetings
- Meeting notes and presentations to be shared within 3 business days of meeting

Task 2 – Service Analysis, Data Gathering & Review

- Review & evaluate current contract and financials
- Document staff roles and responsibilities
- Outline the 4 Scenarios

Scenario 1 – Continue contracting out
Scenario 2 – City of Brainerd takes over
Scenario 3 – County takes over
Scenario 4 - Hybrid

Elements to Consider in Each

Facility – lease or own
Maintenance – in-house or contract out
Operators – union or non-union
Dispatchers – who provides it

Deliverables: technical memo summarizing existing conditions, current roles & responsibilities, and scenarios.

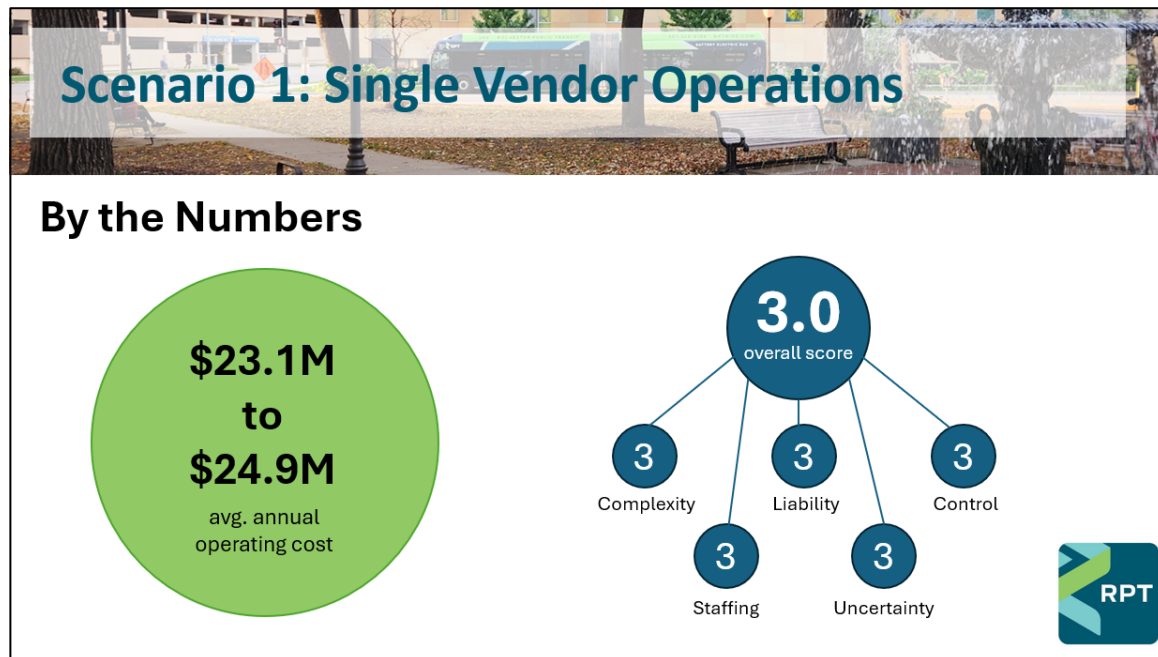
Task 3 – Conduct Scenario Analysis

- **Financial** – Operational and Capital
- **Complexity** - to implement by June 2026
- **Liability** - level taken by the City of Brainerd
- **Control** – ability of Brainerd Transit to implement change quickly
- **Uncertainty** - Potential risks to the continuity, quality, or cost of providing transit service
- **Staffing requirements** – new positions, trainings, restructuring
- **Customer service** – ability to provide, respond to issues and train staff

Deliverables: technical memo summarizing results

Task 4 – Final Report & Presentation

- Summary report with results of Task 2 & 3 plus recommendations
- Summary presentation to the City Council
- Timeline and milestones to implement preferred recommendation

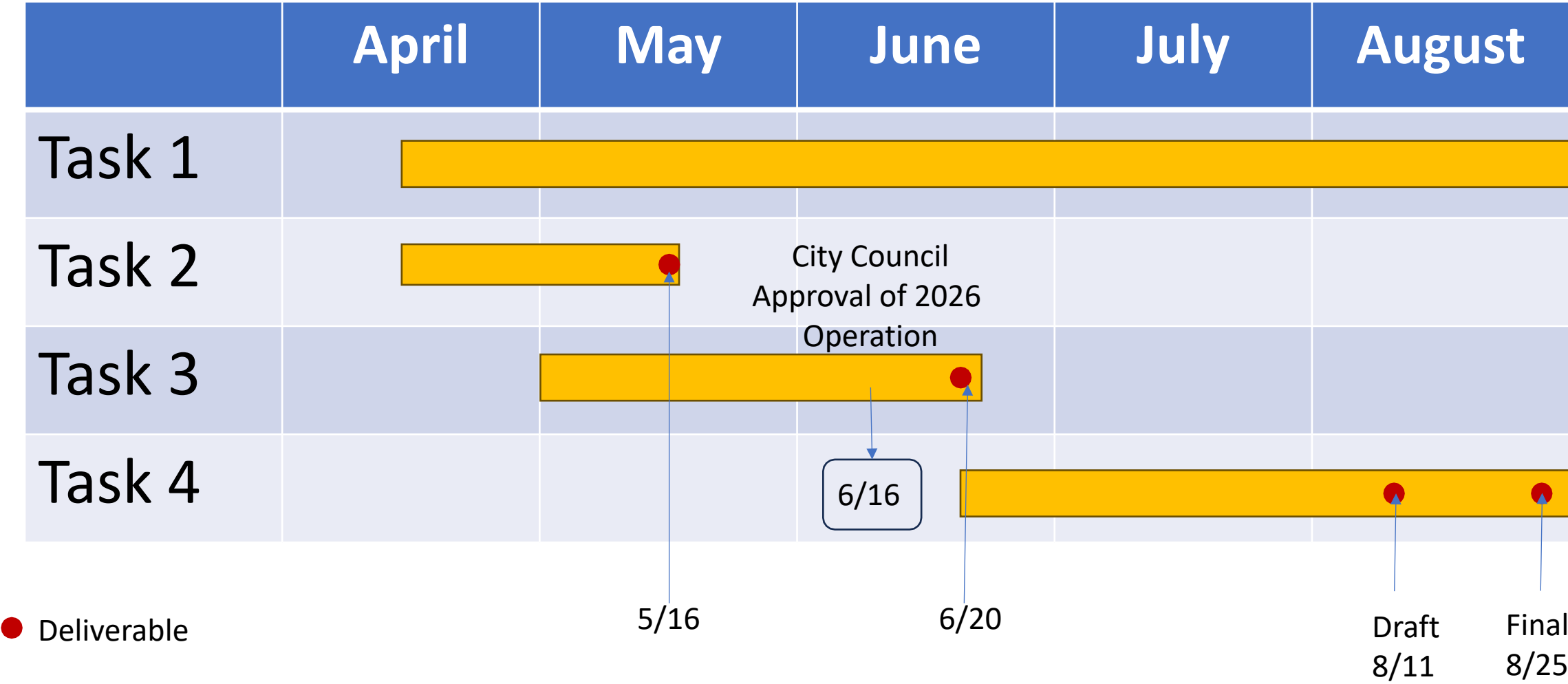


Operations Scenarios Comparison

	10-Year Ops. Cost	Final Score	Key Advantages	Key Disadvantages
S1: Single Vendor Ops.	\$254 M- \$274 M	3.0	• No hiring effort or structural changes needed • Retains access to vendor resources	• Challenges at the City level may persist • Procurement process
S2: Multi-Vendor Ops.	\$264 M- \$287 M	2.2	• Adheres to maintaining status quo • Retains access to vendor resources • No hiring required	• Coordination challenges with and between multiple vendors • Management of multiple contracts • Potential loss of staffing efficiencies
S3: In-House Ops., Partial	\$256 M - \$276 M	2.8	• Adheres to maintaining status quo • Retains access to vendor resources to support operations • Centralized maintenance increases control and improves cost management • Existing city structure to support additional maintenance staff	• Challenges at the City level may persist • Procurement process • Hiring and training effort
S4: In-House Ops.	\$301 M	2.0	• Increased control across the system • No coordination challenges with contracted operator(s)	• City organizational restructuring needed • Substantial hiring and training effort, union consideration

Timeline

Timeline



Data Needs

Data Needs

- Operating contract
- Detailed financial line items (2023-2025)
- Org chart for the vendor
- Vendor's proposal from RFP for selection of service
- Recent RFP for operator
- City union info
- Monthly invoices from vendor (year's worth)
- Roles & responsibilities (or job descriptions) of Brainerd staff
- Fleet list
- Technology list (owned by the City)
- List of metrics tracked by the City and data

Next Steps

Next Steps

Brainerd

- Complete data request

AECOM/DRB

- Send out reoccurring meeting
- Share meeting notes & presentation
- Review data
- Outline scenarios

TPM

- Assist Brainerd and AECOM/DRB with any data requests out of Black Cat

WO 13.6 / Brainerd Crow Wing - Kickoff (Contracted Services vs. In House) Kickoff

Meeting Date/Time	Location	Prepared by:
April 10, 2025, 9:30 am-10:30 am	Online Teams	DRB Consulting/AECOM

Invited / Attended

Name	Representing	Invited	Attended
Crystal Gauthier	Brainerd-Transit Coordinator	X	X
Nick Broyles	Brainerd-City Administrator	X	
Amy Christensen	Brainerd-Transit	X	
Aaron Forstrom	Brainerd-Transit Operations Specialist	X	X
Mike Habighorst	Brainerd-Public Works Director	X	X
Tina Neary	MnDOT-TPM	X	X
Glenn Gadbois	MnDOT-Contract PM	X	X
Jill Cahoon	AECOM-Project Lead	X	X
Krystal Oldread	AECOM-Sr. Planner	X	X
Alayna Bierly	AECOM-Planner	X	
Deb Brisk	DRB Consulting	X	X
Tammy Buttweiler	DRB Consulting	X	X

Agenda

- Introductions/ Note: your role & responsibility for this project
 - Introduce the DRB / AECOM team
- Validate the scope of work approved by MnDOT
 - Three Scenario overview
 - Schedule / Time commitments to meet end dates
- Present the Consultant team Approach and timeline for the project
 - Identify data and information needed from the city
- Next Steps

NOTES:

See the associated PowerPoint for further information

Roles and Responsibilities (slides 3-5)-

- Everyone agreed on the responsibilities outlined in slide 4 - Clear roles help maintain our timeline
- Include all on this call for document review plus Amy and Nick, who could not attend. This will be the core group.
- Mike will brief the City Council on updates. Jeff Czczok is the Council liaison. He is aware of the challenges with the vendor. At the next council meeting Mike will provide an update to the council and

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inform them of this analysis. The contractor is not aware at the moment, but likely will be once the meeting is held. Leadership from the contractor and the employees may take interest.

- Mike would welcome any talking points to present to the council about the challenges
- Tom- General Manager of Blue-Sky Transit- LLC of Jefferson Lines
- Amy works Mondays and Wednesdays- could schedule to include her
- Council wants solid financial data the following was a subset discussion on funding:
 - MnDOT planning on giving Brainerd what they gave previously plus 5%
 - Transition must be cost neutral
 - Is there a Transition Grant? -
 - TPM- Arrowhead (2021) received a state-funded transition grant when they took over Chisago/Isanti. Was done when systems were merging. They absorbed the remaining operation dollars of Chisago/Isanti.
 - MnDOT-trying to spend down surplus money.
 - It is unknown if there will be transition grant funding available
- Drivers are all local
- Drivers have been asking for more structure, guidance, etc.
- Crystal is engaged as a manager- great at motivating and supporting
- One week is a long enough turnaround for a review of deliverables

Project Understanding (Slides 6-8)

- Contract with Blue Sky Transit ends 6/30/27 but they could get out of it 6/30/26,
- Operations Grant due June 30, 2025, for 2026 operating year- need project data to complete the grant.
- Must be transparent and clear in all options
- They will put together a one-pager on statistics about the service. This should include information on reliability, call volume, customer service, vendor performance, maintenance. They would like to know some metrics that others use and track performance. AECOM will provide some peer benchmarks and metrics they have

Scope (Slides 9-13)

Task 1 = PM

- Reoccurring bi-weekly meeting to be held every other Tuesday at 10 AM starting 4/22

Task 2 = Service Analysis, Data Gathering & Review Hybrid- is there a way for Crystal to manage contractor

- 4 scenarios will be outlined further with the various roles, responsibilities, and elements as they relate to facilities, dispatch, drivers, and Admin. Scenarios to be discussed in more depth during the next call
- Monthly fines are being applied (10k) to vendor
- Brainerd has had two RFP's out for contractors and each time there was only one response per proposal
- This project is an objective analysis- where pluses and minuses are considered. It must be transparent and objective
- Contract does not mean same contractor

Task 3 =Conduct Scenario Analysis

This project is funded by MnDOT through a flexible contract with a team of consultants to provide transit agencies with technical and professional support. The consultant team is led by DRB Consulting.

- Metrics presented were agreed upon by the group for assessing scenarios. Evaluation metrics presented (shared in presentation)

Task 4 = Final Report & Presentation

- The city asked about the economic benefits of transit and can that be included in the report. The report will include some citations from work completed by others on the economic benefit of transit.

Timeline Discussion (Slides 14-15)

- Timeline was adjusted to present to the City Council on 6/16 the options. Need packet material by June 11th (deadline for council agenda). Task 2 & 3 must be completed by the 11th, so the council can determine how they would like to proceed and vote on the budget.
- Budget needs to be finalized so that Crystal can submit the operating grant, which is due 6/30/25. Grant opens 5/1/25

Data Request (Slides 16 -17)

- Brainerd and their TPM will work together to complete the data request list (see presentation for list)

Next Steps:

- Complete data request (Brainerd)
- Send out recurring meeting (done 4.10.25) (DRB)
- Share meeting notes and presentation (AECOM/DRB)
- Review data (AECOM/DRB)
- Outline Scenarios (AECOM/DRB)
- Assist Brainerd and AECOM/DRB with any data requests from Black Cat (MnDOT TPM)

Next Meeting: April 22, 2025, 10 am-11 am (recurring bi-weekly)

Teams Chat: on next page

City of Brainerd/Crow Wing: WO13.6-Organizational: Internal vs. External Contract-Kickoff Meeting
[Chat](#) [Shared](#) [Recap](#) [Attendance](#) [Breakout Rooms](#) [Speak](#)

people in this chat are outside your org. It's possible they have message-related policies that will apply to the chat. [Learn more](#)

-  Tammy Buttweiler joined the conversation.
-  Tammy Buttweiler named the meeting Microsoft Teams Meeting.
-  Tammy Buttweiler named the meeting City of Brainerd/Crow Wing: WO13.6-Organizational: Internal vs. External Contract-Kickoff Meeting.
- Today
-  9:24 AM Meeting started
-  Crystal Gauthier (External) was invited to the meeting.
-  Mike Habighorst (External) was invited to the meeting.
-  Debra Brisk was invited to the meeting.
-  Neary, Christine (DOT) (Unverified) was invited to the meeting.
-  Cahoon, Jill (External) was invited to the meeting.
-  Oldread, Krystal (External) was invited to the meeting.
-  Gadbois, Glenn (DOT) (Unverified) was invited to the meeting.
- Gadbois, Glenn (DOT) (Unverified) 9:53 AM
-  GG Blue Sky Transit - name to use
- Gadbois, Glenn (DOT) (Unverified) 10:30 AM
-  GG Mike, I think that is beyond scope for this project. As Jill mentions we can give you citations for work already done.
- got to go, thanks all.
-  Gadbois, Glenn (DOT) (Unverified) left the chat.
- Crystal Gauthier (External) 10:31 AM
-  CG Thanks Glenn!
- Mike Habighorst (External) 10:31 AM
-  MH Thank you!
- Debra Brisk 10:37 AM
-  DB so the 6.16 -- Will only to identify the budget - not necessarily the recommendations from the scenario review - right? --
- Crystal Gauthier (External) 10:38 AM
-  CG correct, budget approval for operations only.
-  10:43 AM Meeting ended: 1h 19m 5s
-  Attendance
-  Neary, Christine (DOT) (Unverified) left the chat.

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Organizational Planning Assistance

4/10/25

Kick-off

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Scenario 1: Single Vendor Operations

By the Numbers

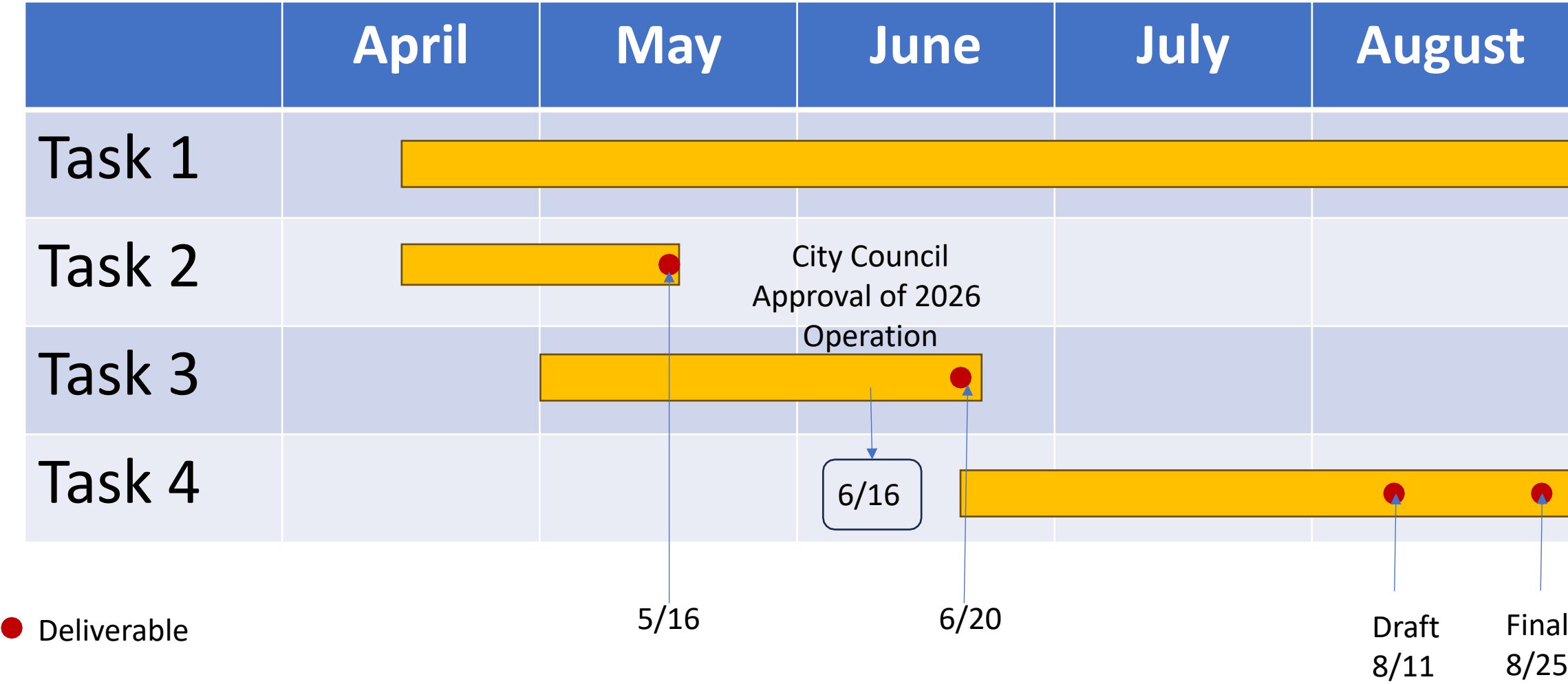


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Category: ORGANIZATIONAL

City of Brainerd: Organizational Analysis and Scenario Review for Provision of Transit Services

OVERVIEW

The following summarizes the scope of work, assumptions and background related to a request from the City of Brainerd Public Transit to assess various scenarios to provide public transit within the area.

The review and analysis will provide data and reporting to answer these questions (SCENARIOS)

- (1) should Brainerd continue with contracted public transit services,
- (2) or should the public transit services be provided by the City of Brainerd, or
- (3) or is there a hybrid option that can be identified with contracted services and non-contracted services. Such as city providing dispatch, maintenance of vehicles, leasing facility, etc.

This scope of work and budget is **assuming the following**:

1. TPM for the agency will be engaged with this scope of work and will participate in the review of the deliverables through the lens of compliance and requirements from MnDOT OTAT and FTA.
2. That the PM and TPM will navigate internal OTAT coordination and consensus (as applicable for this scope of work.
3. That there is urgency in the completion of this work to support not only the grant application, but the following actions identified from the agreed upon outcomes from the scope of work. All stakeholders associated to the project will clarify the outcomes of this project based on dates influencing this work – such as the grant application due date, compliance concerns with current situation, city 2026 budgeting process and approval and other entities who may provide local funds to the recommended option agreed upon from this work.
4. TPM will support the coordination with stakeholders and Brainerd staff based on progress on the development of this scope of work.
5. Brainerd can coordinate within this schedule and feel comfortable with the deadlines that they have identified and this scope meets their needs to advance their public transit services.
6. Assumed that the information on file with the DRB / AECOM team can be used to support this scope of work, analysis and scenario review & recommendations.

SCHEDULE

The scope is framed around priority items that are needed for the 5311 operations grant applications, currently identified for submittal on **June 30, 2025**.

It is estimated that other activities will be completed with finalized by August 31, 2025. Total estimated duration of this work is April 15 – August 31, 2025 ~ 4.5 months.

What are the factors influencing tasks associated to this scope of work

Submitted: Mar 20, 2025; Reviewed: Mar 28, 2025; DRB REVISED 3.29.2025 Approved:

- Grant application timeline for submittal for the 2026 operating dollars (knowing the content requirements for the grant application – OR making assumptions related to this scope of work for submittal of required information for the operating grant application.
- Current contract public services transit expiration date – for the current contracted services with Blue Earth / Blue Sky.
- Time needed to develop a new RFP / RFQ for contracted services if a scenario is approved as such.
- Time needed to transition to directly operated (or portions of) service to meet a recommended scenario.
- Anticipate kick-off mid-April 2025.

Activity	week of:													July 4th Week	Week of:				
	4/13/2025	4/20/2025	4/27/2025	5/4/2025	5/11/2025	5/18/2025	5/25/2025	6/1/2025	6/8/2025	6/15/2025	6/22/2025	6/29/2025	7/6/2025	7/13/2025	7/20/2025	7/27/2025	8/4/2025	8/11/2025	8/18/2025
KICKOFF	XX																		
City Staff Engagement	XX																		
Review of Data Received	XX	XX		THIS PERIOD OF TIME IS FOCUSED ON CONTENT NEEDED for Operations Grant															
Request Additional Data/Conversations		XX	XX																
Develop High-Level Scenarios																			
Develop PPT with High-Level Scenarios																			
Discuss High-Level Scenarios with City Staff																			
Other depts / stakeholder review / engagement																			
Refine Scenarios / criteria			XX	X	X	X	X	X	X	X									
Develop Detailed Budget for Scenarios						X	X	X	X										
Revise option recommendations – deliverables based on more analysis and data																			
Review scenario data / review and draft recommendations																			
Package of recommendation of scenario -																			
City Council Presentation																			
Develop Final Report																			
Develop Final PPT																			
Final –to City Staff																			

BUDGET

	TOTAL	Percentage of Total
AECOM	\$26,927.97	75.94%
DRB	\$8,533.08	24.06%
	\$35,461.05	

Approvals/review of deliverables

- What is the role of Crow Wing Co.? They are a critical stakeholder but not a decision maker. A local funding partner to the city.
- Elected officials, City Council? -- TAC and Council will be engaged during the process for review and approval

Submitted: Mar 20, 2025; Reviewed: Mar 28, 2025; DRB REVISED 3.29.2025 Approved:

NOTE: Review: Deliverables are provided to the City of Brainerd (PW staff / Transit team and associated departments related to transit services) and the MnDOT OTAT team for review and comment. To meet the schedule these shall be reviewed in a period defined by the consultant. If there is no response, the process will continue.

INFLUENCING FACTORS / RISKS

The managing organization does not plan to extend the current contract; therefore, the agency needs assistance in determining next steps, strategies, tactics, and logistics before the contract expires.

The City of Brainerd needs to comprehend the consequences and costs associated with bringing the services into the city's organizational structure.

The City of Brainerd needs to assess this for the operational grant application (submitted in June 2025), to determine operational costs for 2026.

SCOPE OF WORK

Task 1. Provide **management** of the subtask, including invoicing, reporting in the progress report and master database. Includes time for monthly meeting with MnDOT PM & coordination with the Brainerd Crow Wing Transit during the progress of the project – based on the end date for this work, this task includes progress meetings with Brainerd Crow Wing Transit every two weeks.

Deliverables: Invoicing, progress reports, master database updates

Background.

- City of Brainerd – is currently contracted with Blue Earth/Blue Sky
- The contract is managed by the City.
- The facility where the fleet is leased – downtown Brainerd. The lease is paid for by the contracted vendor. The city would like the lease to be contracted by the City. The city also in the future may also have some other sites for transit garage/maintenance space.
- The current vendor is not in a union.
- City staff is in a union, and will need to be considered in the scenario planning.
- If a scenario is selected, the city would need to staff up to meet the needs for a public transit agency to be integrated into the city staff (team) – such as admin, dispatch, HR support, Financial, drivers, mechanics, etc.

Deliverables: technical memo summarizing existing conditions, roles, and responsibilities for Brainerd Crow Wing Transit.

Task 2. Contracted Service Analysis, Data Gathering, and Review

The consultant team will review current contracted services by gathering data and metrics associated with services needed for Brainerd Crow Wing Transit.

Review current contracted staffing and current staffing within the City of Brainerd to determine roles and responsibilities. Determine future potential staff needs, such as additional HR, IT, Safety, etc. Review the facility

Submitted: Mar 20, 2025; Reviewed: Mar 28, 2025; DRB REVISED 3.29.2025 Approved:

space needs. Review of financials (receivables vs. invoicing) for contracted services based on budget categories. (expenses, labor, OH, etc.)

- 2a. Review current contract – what it does / services / capital / operations today.
- 2b. Assess the staffing needs should the services shift to Brainerd-Crow Wing transit.
- 2c. Evaluate current services being served by the current contractor/vendor, including those functions that are invoiced as overhead activities to manage and operate within the Brainerd Crow Wing Transit agency.
 - a. What is working well?
 - b. What can be done better?
 - c. Report out pros/cons.

Task 3. Draft Overview of Internal Vs. Contracted Services

Based on Task 2 – Provide a report based on the identified 4 scenarios (noted earlier). Evaluation will include each of the following and other items identified during data evaluation and engagement with the City of Brainerd:

3a. Staffing needs. Including if performed by BRAINERD CROW WING.

What staffing would be needed? (Skills, competencies, job description, organizational structure)
– HR, IT, Dispatch, Planner, Management/leadership.

3b. Facility needs. Brainerd Crow Wing Transit does not own a bus storage facility.

3c. Fleet Maintenance Needs. Responsibilities, state of good repair, costs/savings

3d. Technology needs. What software and equipment would be required?

3e. Financial/Budget needs. An initial cost and 5-year outlook

3f. Customer Service needs. All aspects from providing service, following up on incidents, driver training

3g. Complexity. Phasing, scheduling, implementation action planning

3h. Liability. Level of liability taken by the City of Brainerd

3i. Uncertainty. Potential risks to the continuity, quality, or cost of providing transit service

Background.

- As noted, staffing will need to be addressed based on the scenario selected. (Position, title, job classification, job description, salary review based on peer agencies, etc.)

Deliverables: technical memo/draft report summarizing options/draft recommendations/summary table with criteria-based evaluation results.

Task 4. Final Summary Pros & Cons, Presentation to Staff, TAC, and Governing Body

Provide a summary report and .ppt for presentation to the BRAINERD CROW WING project team, advisory for transit, and the City Council. Each presentation will be enhanced based on input, review, and recommendations. This includes a study session with the council (two 1.5-hour sessions) that is in person on-site in Brainerd.

The council will receive a recommendation based on input during the review process. At this time, a date has not been identified for presentation to the TAC and Council. This will be further refined during the kickoff meeting.

The public will be informed based on the public posting of open meetings.

Task 4 - Understanding | Background.

- The Transit TAC – will be engaged with the process.
- The Brainerd City Council will be involved.
- The County – is cautiously engaged with the process and will be as directed by the PW director for the city.

Will include a timeline and milestones in order to implement the preferred recommendations.

Deliverables: Final report, timeline to implement preferred recommendations and approved actions.

All final reports and presentations will be available for the PM to distribute and post as applicable on a site available to 5311 agencies. Documents will be provided once to the PM and will be provided as .pdfs, .doc, and .ppt formatted documents (as applicable). The PM will validate if they were posted correctly and are available for reference.

REQUEST | BACKGROUND.

Agenda | NOTES

WO 13.6 / Brainerd Crow Wing - Discovery (Contracted Services Review)

Meeting Date/Time	Location	Prepared by:
March 17, 2025, 9-9:30 am	Online Teams	DRB Consulting/AECOM

Invited / Attended

Name	Representing	Invited	Attended
Crystal Gauthier	Brainerd	X	X
Tina Neary	MnDOT-TPM	X	X
Glenn Gadbois	MnDOT	X	X
Jill Cahoon	AECOM	X	X
Krystal Oldread	AECOM	X	
Deb Brisk	DRB Consulting	X	X
Tammy Buttweiler	DRB Consulting	X	X
Mike Halighorst	Brainerd - PW	X	X
Aaron	Brainerd		X
Amy Christianson	Brainerd		X

Agenda

- Introductions / role & responsibility as it relates to this request.
- Meeting Objectives understand the request submitted to Glenn G.
 - Why the request? (refer to next page)
 - City of Brainerd has had a contract for the past few years – City of Brainerd – owns the buses. Maintenance on vehicles – Is not being performed at a level of acceptance. Costs – are high for contracted services – Customer service – is questionable.
 - Mike – Crystal must manage the contracted services – PM. Hindering growth and opportunities for the new relationship. (title, duty) (vehicle maintenance)
 - Customers – are concerned and have had complaints – Will not help client / users onto the bus –
 - Schedule – what is your desirable end date for this work? SOON – final presentation in June – City staff – will be engaged in the process –
 - Are there any factors related to meeting this timeline (From Brainerd's perspective)
 - HR and finance within Brainerd will be engaged – great team – (Brainerd transit) –

This project is funded by MnDOT through a flexible contract with a team of consultants to provide transit agencies with technical and professional support. The consultant team is led by DRB Consulting.

Page 1 of 5

Agenda | NOTES

Tina – great to hear this ...

Jill C – noted the process we did for Rochester – scenario planning with department staff – Mike will coordinate with these –

TAC – is quarterly will make it happen to have this project in front of them.

- Who are decision makers as it relates to this project (from Brainerd)
- Will Council / County Board (no to presentation to them) be involved with this? If so – how

Yes – City Council / City departments (HR, Finance, PW, transit team)

No to Baxter and Crow Wing (Pine River) – Mike will note this to them –

- City council – Mike is talking to one of them today. Council – has a liaison with the transit team from Brainerd. Will be a lift to move this forward –
- Previous – contracted services budget / financial historical information – yes, they have some detailed / line item.
- What are potential risks / challenges related to this project?
 - Current – contract is not union.
 - Future City – yes will be union.
 - Variable – full time and part time individual
 - Current – dispatcher is full time.

Tina – TAC, engagement / involvement (will need to be tight on our messaging, reasoning, data informed).

Mike – growing City of Brainerd 'opinion' of Brainerd. How do they value Brainerd. Want to elevate the perception of Brainerd –

Finances / financial – will be a concern. And needs to be addressed cautiously --- fiscally responsible. Dislike in --- and tight... no doubt that PW can do this –

Mike – Crystal's staff not being able to manage Dispatch (contracted)

Vehicle report – not good

Background –

- Contracted by city – yes.
- Contracted – uses the northern pacific – building.
- Lease or purchase a facility – (continue to rent the northern pacific – building)
- Mike does not like to lease – invest future facility (own)
- MnDOT OTAT team – SME, facilities (Kent) and Tina – analysis lease / vs. own... Recommended to own. Glenn noted current SME facilities is (Paul & Brian)

Current city facilities – is there one that can be used for transit --- have opportunities in the future – for city owned facilities.

This project is funded by MnDOT through a flexible contract with a team of consultants to provide transit agencies with technical and professional support. The consultant team is led by DRB Consulting.

Page 2 of 5

Submitted: Mar 20, 2025; Reviewed: Mar 28, 2025; DRB REVISED 3.29.2025 Approved:

Agenda NOTES	
DRB CONSULTING m DEPARTMENT OF TRANSPORTATION TRANSIT AND ACTIVE TRANSPORTATION	
Mike – final recommendations – want open ideas.... Should Crow Wing County need to be more engaged in transit – Customer relations – is important. Health and human services – CW County / recommendation transparent and broad. Best option Is How and who – should be operating the system Want to get the county back --- serve their customers more. Need to grow – know that there is a need. Cities are not supporting transit – Another chapter to look at growth. Baxter, Pine River, etc. Brainerd vision ... chamber of commerce (needs / wants) for Brainerd. Limited dialogue on perceptions Concerned about \$ / costs to offset the perceptions. Leary to raise the taxes / levy. Brainerd Council – is cautious about next steps. 10-year construction plan (example) – have a game plan Boldly talk about the future and needs (utilities, transit, CD, recreation, etc.). Scenario planning – evaluate slow / moderate pace of implementation. - The growth scenario should be included. - Yes slow – to gain support. (per Mike) - Engaging partners – earlier to make sure that support is here for transit (local match – CW) – Crystal – noted strong support with what they are currently doing. Support is marginal – regarding contracted service. Mike – submit the SOW / Budget to MnDOT Come back after – implementation – 3 months / 6 months after. To assess the implementation (good / bad) --- need to fine tune things. Glenn – noted the intent of this contract. Contractor is currently struggling – hard time keeping a manager. Current contract expires – June 2027 Notice of non-compliance has been given to the contracted services. Service planning – also identified lack of performance / in services offered. Fined monthly – for noncompliance / non performance. This project is funded by MnDOT through a flexible contract with a team of consultants to provide transit agencies with technical and professional support. The consultant team is led by DRB Consulting. Page 3 of 5	

Agenda NOTES	
DRB CONSULTING m DEPARTMENT OF TRANSPORTATION TRANSIT AND ACTIVE TRANSPORTATION	
• Next Steps ○ Scope of work, budget to Glenn (this week) ○ Approval by OTAT (March 27) ○ Kick off (our team's approach for specific tasks, schedule, expectations to meet the schedule) This project is funded by MnDOT through a flexible contract with a team of consultants to provide transit agencies with technical and professional support. The consultant team is led by DRB Consulting. Page 4 of 5	

Formstack Submission For: Transit consulting request	
Submitted at 03/11/25 9:02 AM	
Name:	Crystal Gauthier
Organization:	Brainerd & Crow Wing Transit
Email:	cgauthier@ci.brainerd.mn.us
How can we help you? :	Other: Operational Scenario Analysis
Tell us a little more. :	The City of Brainerd currently holds a three-year contract with Blue Sky Transit, set to expire in June 2027. Due to ongoing nonperformance issues, including significant deficiencies in maintenance management and contractor staffing - particularly in management roles - the City seeks to explore operational scenarios for transitioning transit operations in-house. This transition analysis we hope will focus on evaluating the financial, logistical, and staffing requirements necessary to establish a sustainable and efficient municipal transit system. By bringing operations in-house, the City aims to improve service reliability, enhance fleet maintenance oversight, and ensure proper staffing levels to meet the needs of our community. Through this process we want to assess cost implications, regulatory considerations, and operational feasibility to ensure a seamless transition from third-party contracting to a municipally managed transit service.

Submitted: Mar 20, 2025; Reviewed: Mar 28, 2025; DRB REVISED 3.29.2025 Approved:



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Approve Placement of Large Planter Near Holiday Station by The High School

AGENDA:

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 2

SUMMARY OF ISSUE:

Placing a large planter near the Holiday Station by the High School to prevent cars from parking on the sidewalk. All the large planters will be moved into specific location in early May.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Approve staff placing one planter near the Holiday Station to prevent cars from parking on the sidewalk.

FINANCIAL IMPACT: Public benefit.



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Discussion and Review of New City Ordinance of Street Performers/Buskers

AGENDA:

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 15

SUMMARY OF ISSUE: At the last city council meeting, staff was directed to develop a Street Performers/Buskers Ordinance. In review of other city Busker Ordinances, Police Chief, other departments and city attorney, staff developed this draft Ordinance.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The draft Ordinance is in the council packet.

RECOMMENDED ACTION/MOTION: Staff modify the draft Ordinance with council comments and submit at next council meeting.

FINANCIAL IMPACT: Public benefit.

Section 2040 – Loitering

2040.01 Definitions. Subdivision 1. “Loitering” includes

- a) Standing around or moving slowly about or lingering, so that such conduct:
 - 1) obstructs the free and unhampered passage of pedestrians or vehicles on the streets, sidewalks, or other public places or premises within the City of Brainerd, or
 - 2) interferes with any person lawfully on the premises by obstructing passage.
- b) refusing to move on when so requested by a peace officer when such peace officer reasonably makes such request to preserve or to promote public peace and order.

Subd. 2. “Premises” is defined as any land, lot, parcel, sidewalk, boulevard, street, highway, alley, thoroughfare, park, playground, restaurant, cafe, church, school, car or parking lot or parking space, drive-in, any building used for business purposes, commercial or industrial purposes, or any other place, washroom or toilet, apartment hallway, or other location whether public or private in the City of Brainerd.

2040.03 Loitering Prohibited. Subdivision 1. Loitering on any of the premises of the City of Brainerd is prohibited:

- 1) When such conduct results in the making of any noise, riot, disturbance or improper diversion to the annoyance or disturbance of another, or
- 2) When such conduct tends reasonably to or is likely to arouse alarm, anger, fear or resentment in another; or
- 3) When such conduct is with intent to do any mischief or to commit any crime or unlawful act; or
- 4) When such persons shall collect in groups or crowds in, upon, or near any street, sidewalk or public place in the City of Brainerd so as to interfere with or obstruct public travel or movement or parking; or
- 5) When such conduct results in the defacement or destruction of or causes any damage to any part of the premises or to any property located thereon; or

- 6) When such person scatters, litters, throws, or otherwise disposes or deposits any refuse, garbage, or rubbish onto the premises except into receptacles provided for such purpose; or
- 7) When such persons shall use profane, abusive, indecent, or threatening language towards my person or persons, including peace officers: or
- 8) When such persons shall collect singly or in groups at or about a business premises which is closed; or
- 9) When such person or persons shall stand or linger about the doorway of any building in such a manner as to obstruct or partially obstruct the free and uninterrupted ingress or egress to or from such building or in such manner as to annoy the owner or occupant of such building or the owner or occupant of any adjacent premises.

2040.05 Responsibility of Parents. It shall be unlawful for the parent, guardian, or other adult person having the care and custody of a minor under the age of 16 years to knowingly permit such minor to loiter on any premises as described in this Ordinance in the City of Brainerd. This restriction shall not apply to a minor who is accompanied by his or her parent, guardian or other adult person having care and custody of the minor or where the minor is upon a legitimate business activity or errand directly by his parent, guardian or custodian.

(Added Ord. 1056 – 1998)

From: [Toni Gage](#)
Cc: [John Davis](#); [James Kramvik](#); [Nick Broyles](#); [Mike Habighorst](#)
Bcc: [City Council](#)
Subject: RE: Ordinances regarding prohibiting pedestrian travel
Date: Thursday, April 10, 2025 2:51:00 PM
Attachments: [Section 800 - Administration and Regulation of the Public Right-of-Way \(PDF\).pdf](#)
[image001.png](#)

Jeff,

We have nothing in the City Code that specifically refers to people obstructing the public right of way. The City only regulates “obstruction” as a part of excavation. I’ve attached section 800 as it pertains to this type of obstruction.

Jessie also stated that it’s not a part of State Statute specifically either.

I have bcc’d the rest of Council and will provide this information in the next Council packet.

Toni Gage



Toni Gage | Administrative Assistant
City of Brainerd | 501 Laurel St, Brainerd MN 56401
(218) 454-3402 | tgage@ci.brainerd.mn.us

Email correspondence to and from the City of Brainerd government offices is subject to the Minnesota Government Data Practices Act and may be disclosed to third parties.

From: Jeff Czczok <jcczczok@ci.brainerd.mn.us>
Sent: Thursday, April 10, 2025 12:39 PM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Cc: Toni Gage <tgage@ci.brainerd.mn.us>; John Davis <John.Davis@ci.brainerd.mn.us>
Subject: Ordinances regarding prohibiting pedestrian travel

Hi Nick,

May I please be provided with all ordinances that prohibit or restrict pedestrian traveling on city sidewalks, meaning people aren’t allowed to block pedestrian travel.

I’d appreciate being able to review these prior to discussing with Chief Davis the recent issue occurring over this past weekend.

Thanks much, Jeff

**ORDINANCE
NO. 15XX**

**AN ORDINANCE AMENDING CITY CODE SECTION 1000 APPENDIX A – FEE SCHEDULE,
AND ADDING SECTION 1115 – BUSKERS**

The Council of the City of Brainerd do ordain:

SECTION ONE: Purpose

1. The Council finds that the existence of buskers and street performers provides a public amenity that enhances the vibrancy, vitality, culture, and ambiance of the City, as well as promoting our business community. The Council therefore seeks to encourage such performances to the extent that they do not interfere with the quiet enjoyment of residents, and the ability of businesses to conduct their businesses uninterrupted.
2. This ordinance seeks to provide a fair and clear operating framework for managing busking and street performance activities while minimizing complaints and maintaining public safety and pedestrian traffic flow.

SECTION TWO: Section 1115 is hereby added as follows:

Section 1115 Buskers

1115.01 – Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Subd. 2: "Busker" means a person for whom a business has obtained a permit pursuant to this chapter. The term "busker" also includes a performer.

Subd. 3: "Busking" includes, but is not limited to, the following activities: acting, singing, performing, playing musical instruments, pantomime, juggling, magic, puppetry, and reciting. The term busking also includes the activity of drawing any message, picture or representation on a paper, canvas, or other media surface. The activity may include voluntary donations.

Subd. 4. Donation means a sum of money or other consideration given as charity or appreciation for a performance or artistic expression.

Subd. 5. Disturbance means any noise or action which endangers, would endanger or is likely to endanger or which injures, would injure or is likely to injure, the safety or health of humans or animals, annoys, would annoy or is likely to annoy, or disturbs, would disturb or is likely to disturb, a reasonable person of ordinary sensibilities; endangers, would endanger or is likely to endanger, or injures, would injure or is likely to injure, personal or real property;

disturbs, would disturb or is likely to disturb, the peace; or creates, would create or is likely to create, a nuisance. Also included in this definition is any noise in violation of this Code.

1115.03 – Individual Requirements.

Subd. 1. Busking permit required. No busking is allowed without a permit issued pursuant to this section.

Subd. 2 A person must complete the application and upon approval receive a permit for busking in the city of Brainerd.

Subd. 3 A business engaging or allowing busking on or about their premises without first obtaining a busking permit is prohibited.

Subd. 4 Busking that is fully contained within an enclosed building and does not otherwise cause a disturbance or pedestrian traffic congestion shall not require a permit.

1115.05 - Permit requirements. Subdivision 1. An applicant shall submit an application to the City on a form provided by the City Clerk, and pay the requisite fee, as established by the City's Fee Schedule. Upon receipt of a complete application and payment of the applicable fee, the City Clerk shall administratively issue a busking permit, which shall be valid from the date on which it is issued through December 31 of the calendar year.

Or (Section 1115.05 Subdivision 1: can only have the statement above or the statement below):

Subd. 1

Investigation and Issuance. Upon receipt of each application, it shall be referred to the Chief of Police, who shall immediately institute such investigation pursuant to Chapter 15 of the Brainerd City Code of the applicant's business and moral character as deemed necessary for the protection of the public good and shall endorse the application in the manner prescribed in this Section within 72 hours after it has been filed by the applicant with the City Administrator. Thereafter, a license shall be issued by the City Staff upon payment of the required fee.

Subd. 2 The following information shall be submitted with an application for busking permit:

1. Name, address, telephone number, and signature of the owner or duly authorized lessee of the business sponsor granting permission for busking or street performing activity.
2. Name, address, and telephone number of the buskers and/or performers.
3. The nature or type of activity or activities proposing to be performed.
4. A rendering, with dimensions, of the sign, if any, that may be displayed.

Subd. 3 A busking permit shall be nontransferable and shall contain the specific type of busking activity to be performed along with the **copy of a photo** identification for each performer.

Commented [JL1]: The permit will have copies of photos?

Subd. 4 Clearly display permit during all activities.

1115.07 - Permit locations and times: Subdivision 1. Performances and busking may take place at the following locations and subject to the following conditions, and are the responsibility of the permit holder:

- 1.
2. On a public sidewalk or right-of-way, provided that the performance and the congregated audience shall not interfere with the ingress and egress of any building, nor obstruct any handicapped access. A minimum of five feet of clearance on sidewalks and paths shall be maintained to allow the unobstructed flow of pedestrian traffic. In addition, buskers shall comply with any regulation of access or clearances as required by the Americans with Disabilities Act (ADA) or any other applicable State or federal regulation.
3. In controlled public areas where an authorized street fair or public festival is being conducted, with the written permission of the fair or festival.
4. Permitted times. Buskers may perform daily between 10:00 a.m. and 10:00 p.m.

1115.09 - Miscellaneous provisions.

Subd. 1 Buskers may display one sign related to their performance that shall not exceed 24 inches by 18 inches. Busker signs do not require a permit but may only be displayed during the performance. Signs shall not display profane, indecent, or vulgar text or imagery.

Subd. 2 Performers must wear appropriate clothing and maintain a neat, clean appearance at all times while performing. Performers must be fully clothed.

Commented [JL2]: This is addressed below.

Subd. 4

Penalty. Any person who violates any provision of this Ordinance is guilty of a misdemeanor and upon conviction shall be punished by a fine not exceeding Seven Hundred and no/100 (\$700.00) Dollars or by imprisonment for a period not exceeding ninety (90) days or both.

1115.11 - Prohibited activities. Subdivision 1. The following activities are prohibited under a busking permit:

1. The selling of any item or exchange of goods for money or other compensation.
2. Massage, chiropractic treatment, or other physical manipulation.
3. Body painting, with the exception of the face.
4. Tattooing, whether temporary or permanent.
5. Amplification of sound.
6. Use of lights directed in a manner that causes potential safety issues to any audience or passerby.
7. Public indecency, even as an artistic display or performance. The use of profane, abusive, indecent or threatening language, behavior, or imagery.
8. The use of any flammable, toxic, or hazardous materials or implements. This prohibition shall include, but not be limited to swords, knives, whips, or fireworks.
9. Percussive beats, including any type of drums.
10. Performing under the influence of alcohol or illegal substances.

Commented [JL3]: But they can play other instruments? The definition of busking includes playing music. This seems unnecessary and restrictive.

1115.13 - Discontinuance of permit. Subdivision 1. The City may suspend a permit at any time for any holder of a City busking permit, pending a hearing before the City Council, when a peace officer or code enforcement officer determines that public health, safety or welfare is endangered by allowing the busking activity to continue.

SECTION THREE: Section 1115 General Provisions Appendix A: Fee Schedule of the City Code is hereby amended as indicated, with the new language underlined:

Business Licensing	Annual Fees Unless Indicated Otherwise
<u>Busking Permit</u>	<u>\$25 monthly</u>

SECTION FOUR: Effective Date. This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this _____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____

DRAFT



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Approve Library Exterior and Mechanical Repairs Project - Price Proposal

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Per Council action determining the scope of the Library Exterior and Mechanical Repairs Project, staff has reached out to Gordian and Hy-Tec Construction to prepare a formal Price Proposal. The proposal is based upon the main items identified at a previous meeting with the Asphalt Shingle roof replacement and Resurfacing of Maple Lot (north parking lot) removed from the scope of work. Included is the resetting of the west windows, replacement of the smaller condenser and evaporator, and replacement of the exterior service doors, which were all listed as alternate add-on options.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The Price Proposal prepared by Hy-Tec and vetted by Gordian is for \$338,205.24. This is \$87,794.76 under the budgeted amount of \$426,000. The amount includes a percentage (approx. 6.5%) that is a contract administrative fee for Gordian that covers costs for Gordian to administer the contract and maintain the contract item database that the project is utilizing. As a Sourcewell regional partner, the City would receive a 1% rebate at the end of the year of all the expenses attributed to this contract. With Council approval of the Price Proposal, staff would request all required contract documents from Hy-Tec including bonds, insurance, and others before a Purchase Order would be issued and the contractor would be given the notice to proceed with the project.

There have been humidity issues since the replacement of one of two HVAC units last year. With the proposed Library Project scope of work, the other HVAC unit will be replaced and there is an option to have the system balanced at the library. Balancing the air systems may remedy this issue and can be done in coordination with the proposed project. A proposal for this balancing is attached, totaling \$6,735.00.

RECOMMENDED ACTION/MOTION:

1. Staff recommends approval of the attached Price Proposal for the Library Exterior and Mechanical Repairs Project in the amount of \$338,205.24.

2. Option of including \$6,735.00 for balancing of air systems in the project budget, totaling \$344,940.24 in project costs.

FINANCIAL IMPACT: \$338,205.24 or \$344,940.24, dependent on Council actions.

5 Simple Steps to Smarter Construction Procurement

Bring speed and efficiency to the construction procurement process with ezIQC®. Available through cooperative purchasing networks, ezIQC provides access to competitively awarded contractors. By following the simple steps below, ezIQC allows you to get your project started quickly.

Step 1



Joint Scope Meeting

Once project information is received, Gordian will contact you to schedule a Joint Scope Meeting at the site to help you and the contractor agree on the details of the work to be performed. This meeting allows the contractor to inspect the site and ask questions before submitting a Price Proposal, helping to eliminate misunderstandings and mistakes. This upfront, open communication often results in more cost-effective, collaborative solutions.

Step 2



Detailed Scope of Work

Gordian helps you prepare a Detailed Scope of Work that describes the work the contractor will perform. The Detailed Scope of Work will be sent along with the Request for Proposal to the contractor.

Step 3



Price Proposal

The contractor prepares a Price Proposal by selecting the appropriate tasks from Gordian's Construction Task Catalog® (CTC). The contractor submits the Price Proposal along with a construction schedule and list of proposed local contractors.

Step 4



Price Proposal Review

Gordian reviews the Price Proposal to ensure the contractor has selected the appropriate tasks and quantities and will ask the contractor to make any required changes. The reviewed Price Proposal is submitted for your final review.

Step 5



Purchase Order Issued

Once you are 100 percent satisfied with the Price Proposal, construction schedule, proposed subcontractors and have received and approved any other required documents (e.g. bonds, certificates of insurance, etc.), you can issue a purchase order for the contractor to proceed.



Work Order Signature Document**Sourcewell EZIQC Contract No.: MN-R3-GC-040622-HTC**☒**New Work Order**☐**Modify an Existing Work Order**

Work Order Number: 139956.00

Work Order Date: 04/11/2025

Owner PO No:

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Owner Name: City of Brainerd

Contractor Name: HY-Tec Construction

Contact: Jessie Dehn

Contact: Andy Pickar

Phone: (218) 454-3411

Phone:

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No MN-R3-GC-040622-HTC.

Brief Work Order Description:

General Requirements Sitework ADA Concrete Ramp Exterior Brick/Block Renovation Exterior Wood Soffit and Fascia EPDM Roofing System Window Glazing Plumbing Water Heater Water Closet – Employee Breakroom HVAC – Boiler Replacement Alternate #1 – Windows along West Side of Building Alternate #3 – AC Condensing Unit Alternate #4 – Remove/Replace Exterior Hollow Metal Frames and Doors

Time of Performance*See Schedule Section of the Detailed Scope of Work***Duration****Liquidated Damages**

Will apply:

☐

Will not apply:

☒**Work Order Firm Fixed Price: \$338,205.24**

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Andy Pickar
HY-Tec Construction
11360 Business 371
Brainerd, MN 56401
No Data Input

From: Jessie Dehn
City of Brainerd
501 Laurel Street
Brainerd, MN 56401
(218) 454-3411

Date Printed: April 11, 2025

Work Order Number: 139956.00

Owner PO No:

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Brief Scope: General Requirements Sitework ADA Concrete Ramp Exterior Brick/Block
Renovation Exterior Wood Soffit and Fascia EPDM Roofing System Window
Glazing Plumbing Water Heater Water Closet – Employee Breakroom HVAC –
Boiler Replacement Alternate #1 – Windows along West Side of Building Alternate
#3 – AC Condensing Unit Alternate #4 – Remove/Replace Exterior Hollow Metal
Frames and Doors

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

City of Brainerd has requested pricing for performing various maintenance items on the Public Library facility. Projects are to include: 1. Remove and replace the ADA approach ramps in the sidewalks at both the Main Entry and the North side back entry. 2. Replace with new the deteriorated block and brick to also include selective mortar removal and new re-tuckpointing. 3. Power wash the masonry exterior walls in their entirety. 4. Power wash and reseal the exterior wood soffits and fascia in their entirety to include replacement of damaged pieces. 5. Remove the EPDM roofing at all flat roof locations and replace with 60 mil EPDM roofing and new cap flashings. 6. Inspect sealant and gasketing at all aluminum framed windows. Remove and replace as needed. 7. Remove the existing gas water heater and associated piping and venting. Replace with new electric water heater. 8. At employee breakroom, remove toilet, demo wall finishes on toilet wall, replace the toilet floor mounted carrier, re-sheetrock and finish the toilet wall then install ceramic tile on that wall, reinstall the existing toilet. 9. Remove the two existing gas boilers and replace with two new gas boilers. 10. Accepted Alternate #1, at the west side there are 7 insulated glazing windows in aluminum storefront frames that have shifted to one side in their frames. We will pull out the glazing, properly reset them with new gasketing. 11. Accepted Alternate #3, install a new AC condensing unit for the Library Conference Room. 12. Accepted Alternate #4, Remove 1 - single leaf HM door and its frame and 1- 2-leaf door and frame from the exterior masonry wall and replace them each with new doors, frames and hardware as specified.

Detailed Scope of Work Continues..

Work Order Number: 139956.00
Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Contractor	Date

Owner	Date

Contractor's Price Proposal - Summary

Date: April 11, 2025

Re: IQC Master Contract #: MN-R3-GC-040622-HTC
Work Order #: 139956.00
Owner PO #:
Title: City of Brainerd - Brainerd Public Library Renovations 2025
Contractor: HY-Tec Construction
Proposal Value: \$338,205.24

Alternate 1	\$9,133.48
Alternate 3	\$48,874.89
Alternate 4	\$13,134.87
Concrete	\$4,294.41
Finishes	\$7,490.17
GR	\$28,777.80
HVAC	\$71,380.59
Masonry	\$33,922.40
Openings	\$6,432.83
Plumbing	\$6,034.35
Roofing and Flashing	\$108,729.45
Proposal Total	\$338,205.24

Contractor's Price Proposal - Detail

Date: April 11, 2025

Re: IQC Master Contract #: MN-R3-GC-040622-HTC
 Work Order #: 139956.00
 Owner PO #:
 Title: City of Brainerd - Brainerd Public Library Renovations 2025
 Contractor: HY-Tec Construction
 Proposal Value: \$338,205.24

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

Alternate 1

1	08 81 23 23 0066		SF	7/8" Thick, Insulated Field Installed GlassTwo 1/4" lites with 3/8" air space.	\$4,566.74
		X		Installation	
				Quantity	Unit Price
				176.00	x 20.46
					Factor = 1.2682
					Total 4,566.74
				Created for labor to remove and reinstall the displaced window panes. No material.	
2	08 81 23 23 0066 0278		MOD	For Glass Removal And Preparing Opening For New Glazing, Add	\$4,566.74
				Installation	
				Quantity	Unit Price
				176.00	x 20.46
					Factor = 1.2682
					Total 4,566.74

Subtotal for Alternate 1

\$9,133.48

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

Alternate 3

3	22 07 19 00 0379		LF	1/2" I.D. (5/8" O.D.) Diameter Pipe, 3/8" Wall Flexible Elastomeric Tubing Closed Cell Foam Insulation	\$2,983.95
				Installation	
				Quantity	Unit Price
				330.00	x 7.13
					Factor = 1.2682
					Total 2,983.95
				AC Line sets	
4	22 13 16 00 0518		LF	4" Aboveground Schedule 40 Polyvinyl Chloride (PVC) DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.	\$10,607.99
				Installation	
				Quantity	Unit Price
				180.00	x 46.47
					Factor = 1.2682
					Total 10,607.99
				2 runs of pipe for each boiler= 4 total @ 45' each	
5	22 13 16 00 0518 0104		MOD	For Work In Restricted Working Space, Add	\$1,221.28
				Installation	
				Quantity	Unit Price
				180.00	x 5.35
					Factor = 1.2682
					Total 1,221.28
6	23 23 13 00 0004		EA	1/2" Refrigeration Ball Valve, Sweated	\$188.35
				Installation	
				Quantity	Unit Price
				4.00	x 37.13
					Factor = 1.2682
					Total 188.35
				AC Line Sets	
7	23 23 16 00 0007		LF	1/2" Outside Diameter Soft Refrigeration Copper Tubing	\$2,243.19
				Installation	
				Quantity	Unit Price
				330.00	x 5.36
					Factor = 1.2682
					Total 2,243.19
				AC Line Sets	
8	23 23 23 00 0007		LB	R-408A Refrigerant	\$1,063.46
				Installation	
				Quantity	Unit Price
				16.00	x 52.41
					Factor = 1.2682
					Total 1,063.46
				For AC	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139956.00

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Sect.		Item		Modifier	UOM	Description	Line Total						
Labor	Equip.	Material		(Excluded if marked with an X)									
Alternate 3													
9	23	74	16	13	0065	EA	7 Ton, Air Cooled Packaged Rooftop Units (AAON RNA-007)					\$28,373.50	
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x	22,373.05	x	1.2682	28,373.50	
						New AC unit							
10	23	74	16	13	0065	0597	MOD	For Factory Authorized Start Up, 4 Hour, One Trip, Add					\$2,079.20
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x	1,639.49	x	1.2682	2,079.20	
11	26	05	83	00	0148	EA	3 HP AC Motor Three Phase, 230 Volt Motor/Equipment, Connection, Termination And Rotation Testing					\$113.97	
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x	89.87	x	1.2682	113.97	
						Electrical connections for the new AC unit							
Subtotal for Alternate 3												\$48,874.89	
Sect.		Item		Modifier	UOM	Description	Line Total						
Labor	Equip.	Material		(Excluded if marked with an X)									
Alternate 4													
12	08	12	13	13	0108	EA	3'-4" x 6'-8" Through 7'-2" High, 6-7/8" Through 8-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame					\$1,338.08	
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x	1,055.10	x	1.2682	1,338.08	
						Single Exterior door frame							
13	08	12	13	13	0108	0074	MOD	For Welded Frames, Add					\$267.65
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x	211.05	x	1.2682	267.65	
14	08	12	13	13	0108	0075	MOD	For Galvanized Frames, Add					\$138.91
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x	109.53	x	1.2682	138.91	
15	08	12	13	13	0114	EA	6' x 6'-8" Through 7'-2" High, 6-7/8" Through 8-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame					\$1,505.10	
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x	1,186.80	x	1.2682	1,505.10	
						Double Exterior Door Frame							
16	08	12	13	13	0114	0074	MOD	For Welded Frames, Add					\$267.65
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x	211.05	x	1.2682	267.65	
17	08	12	13	13	0114	0075	MOD	For Galvanized Frames, Add					\$153.79
						Installation	Quantity	Unit Price	Factor	=	Total		
							1.00	x	121.27	x	1.2682	153.79	
18	08	13	13	13	0049	EA	3' x 7' x 1-3/4", 18 Gauge, Level 2 Heavy Duty, Honeycomb Core, Hollow Metal Door					\$2,573.43	
						Installation	Quantity	Unit Price	Factor	=	Total		
							3.00	x	676.40	x	1.2682	2,573.43	
						Exterior doors, 1 single, 2 for the double door							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139956.00

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Sect.		Item		Modifier	UOM	Description					Line Total
Labor	Equip.	Material		(Excluded if marked with an X)							
Alternate 4											
19	08 13 13 13 0049	0095	MOD	For Galvanized Steel Door, Add							\$452.79
			Installation	Quantity		Unit Price		Factor	=	Total	
				3.00	x	119.01	x	1.2682		452.79	
20	08 13 13 13 0049	0108	MOD	For Polystyrene Core, Add							\$226.41
			Installation	Quantity		Unit Price		Factor	=	Total	
				3.00	x	59.51	x	1.2682		226.41	
21	08 13 13 13 0049	0110	MOD	For Continuously Welded And Filled Vertical Edge Seam, Add							\$282.99
			Installation	Quantity		Unit Price		Factor	=	Total	
				3.00	x	74.38	x	1.2682		282.99	
22	08 71 11 00 0037		PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Ball Bearing, Wrought Steel Hinge							\$530.17
			Installation	Quantity		Unit Price		Factor	=	Total	
				5.00	x	83.61	x	1.2682		530.17	
			3 hinges per door, 9 total, pricing per pair								
23	08 71 11 00 0037	0201	MOD	For Heavy Duty, Add							\$42.67
			Installation	Quantity		Unit Price		Factor	=	Total	
				5.00	x	6.73	x	1.2682		42.67	
24	08 71 11 00 0037	0202	MOD	For Pair Of Non-Removable Pins (NRP), Add							\$38.05
			Installation	Quantity		Unit Price		Factor	=	Total	
				5.00	x	6.00	x	1.2682		38.05	
25	08 71 11 00 0682		EA	Top And Bottom Bolt, Constant Latching, Stainless Steel Flush Bolt For Metal Doors (Ives FB51P)							\$354.94
			Installation	Quantity		Unit Price		Factor	=	Total	
				1.00	x	279.88	x	1.2682		354.94	
			For inactive leaf of double door								
26	08 71 11 00 0778		EA	Latch Protector							\$67.21
			Installation	Quantity		Unit Price		Factor	=	Total	
				2.00	x	26.50	x	1.2682		67.21	
			Security aid								
27	08 71 11 00 1454		EA	12" x 34", 0.050" Thick, Satin Stainless Finish, Stainless Kick Plate							\$361.97
			Installation	Quantity		Unit Price		Factor	=	Total	
				3.00	x	95.14	x	1.2682		361.97	
			For all 3 doors								
28	08 71 11 00 2242		EA	Surface Mounted Heavy Duty Door Closer (LCN 4010/4020/4110 Series)							\$1,931.90
			Installation	Quantity		Unit Price		Factor	=	Total	
				3.00	x	507.78	x	1.2682		1,931.90	
			For all 3 doors								
29	08 71 11 00 2242	0253	MOD	For Hold Open Arm, Add							\$52.50
			Installation	Quantity		Unit Price		Factor	=	Total	
				3.00	x	13.80	x	1.2682		52.50	
30	08 71 11 00 2285		EA	Heavy Duty Cylindrical, F82 Entrance LocksetSatin chrome plated US26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3600).							\$1,444.91
			Installation	Quantity		Unit Price		Factor	=	Total	
				2.00	x	569.67	x	1.2682		1,444.91	
			For single door and active leaf of double door								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139956.00

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Sect.		Item		Modifier	UOM	Description				Line Total
Labor	Equip.	Material		(Excluded if marked with an X)						
Alternate 4										
31	08 72 33	00 0086			LF	1-9/16" Vinyl Insert, 90 Degree, Aluminum Retainer Door Sweep (Pemko 56AV)Includes mill finish.				\$124.41
					Installation	Quantity		Unit Price	Factor	Total
						9.00	x	10.90	x	1.2682 = 124.41
					For all 3 doors					
32	08 72 33	00 0086		0457	MOD	For Color Anodized Finish, Add				\$16.55
					Installation	Quantity		Unit Price	Factor	Total
						9.00	x	1.45	x	1.2682 = 16.55
33	08 72 33	00 0143			LF	2-1/2" Aluminum Overhead Rain Drip With Slotted Holes (Pemko 346C)				\$160.48
					Installation	Quantity		Unit Price	Factor	Total
						9.00	x	14.06	x	1.2682 = 160.48
					For all 3 doors					
34	08 72 33	00 0143		0274	MOD	For Dark Bronze Or Gold Anodized Aluminum Or Painted White, Add				\$27.05
					Installation	Quantity		Unit Price	Factor	Total
						9.00	x	2.37	x	1.2682 = 27.05
35	08 72 33	00 0157			LF	7/16" x 3/8" Silicone Bulb, Kerf-In Perimeter Gasketing Weather-Strip (Pemko S52)				\$248.97
					Installation	Quantity		Unit Price	Factor	Total
						48.00	x	4.09	x	1.2682 = 248.97
					For all 3 doors					
36	08 72 43	00 0013			LF	8" Width, 1/4" Height, Aluminum Saddle Threshold (Pemko 2748A)				\$526.29
					Installation	Quantity		Unit Price	Factor	Total
						9.00	x	46.11	x	1.2682 = 526.29
					For all 3 doors					

Subtotal for Alternate 4 **\$13,134.87**

Sect.		Item		Modifier		UOM		Description		Line Total	
Labor	Equip.	Material		(Excluded if marked with an X)							
Concrete											
37	02 41 13 13 0043			SF	>3" To 6" By Hand, Break-up And Remove Concrete Paving						\$1,284.86
				Installation	Quantity		Unit Price		Factor	=	Total
					179.00	x	5.66	x	1.2682		1,284.86
				HC Main Entry and North Entry Ramps							
38	03 11 13 00 0009			LF	Up To 6" High Slab Edge and Block-Out Wood Formwork						\$286.21
				Installation	Quantity		Unit Price		Factor	=	Total
					52.00	x	4.34	x	1.2682		286.21
				HC Main Entry and North Entry Ramps							
39	03 11 13 00 0009	0004		MOD	For Up To 250, Add						\$53.42
				Installation	Quantity		Unit Price		Factor	=	Total
					52.00	x	0.81	x	1.2682		53.42
40	03 21 16 00 0095			LF	#4, Grade 60, Slab On Grade, Epoxy Coated Steel Reinforcement Bar						\$262.59
				Installation	Quantity		Unit Price		Factor	=	Total
					174.00	x	1.19	x	1.2682		262.59
				HC Main Entry and North Entry Ramps							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139956.00

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Concrete					
41	03 21 16 00 0095	0174	MOD	For >100 To 200, Add	\$105.92
			Installation	Quantity 174.00 x Unit Price 0.48 x Factor 1.2682 = Total 105.92	
42	03 31 13 00 0035		CY	Up To 6", By Direct Chute, Place 3,000 PSI Concrete Slab On Grade	\$737.38
			Installation	Quantity 2.63 x Unit Price 221.50 x Factor 1.2682 = Total 737.38	
				HC Main Entry and North Entry Ramps	
43	03 31 13 00 0035	0032	MOD	For 4,500 PSI Concrete, Add	\$62.02
			Installation	Quantity 2.63 x Unit Price 18.63 x Factor 1.2682 = Total 62.02	
44	03 31 13 00 0035	0040	MOD	For Up To 20, Add	\$46.84
			Installation	Quantity 2.63 x Unit Price 14.07 x Factor 1.2682 = Total 46.84	
45	03 31 13 00 0087		CY	Delivery Fee For Small Concrete Purchases (Short Load) Per CY For Each CY Less Than 9 CYThe task quantity is 9 minus the number of CY's delivered. For example, the delivery fee for 2CY's is: (9-2) = 7.	\$268.82
			Installation	Quantity 6.38 x Unit Price 33.25 x Factor 1.2682 = Total 268.82	
				The task quantity is 9 minus the number of CY's delivered. 9-2.625=6.375	
46	32 17 26 00 0003		SF	Embedded, VPC Truncated Dome Detectable Warning SurfaceAlso raised strips or directional bars. All colors.	\$1,186.35
			Installation	Quantity 18.00 x Unit Price 51.97 x Factor 1.2682 = Total 1,186.35	
				HC Main Entry and North Entry Ramps	
Subtotal for Concrete					\$4,294.41

	Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
Finishes						
47	09 01 90 52 0041		SF	2,000 To 5,000 PSI, Pressure Wash Wood Surfaces, Surface Preparation		\$1,618.22
			Installation	Quantity	Unit Price	Factor = Total
				2,552.00	x 0.50	1.2682 = 1,618.22
			Pressure wash exterior soffits and fascia			
48	09 29 10 00 0009		SF	5/8" Type X Fire Rated Gypsum Board		\$325.29
			Installation	Quantity	Unit Price	Factor = Total
				150.00	x 1.31	1.2682 = 249.20
			Demolition	150.00	x 0.40	1.2682 = 76.09
			Demo sheetrock and replace with new in employee restroom			
49	09 29 10 00 0009	0050	MOD	For Horizontal Installation Up To 10' High, Add		\$57.07
			Installation	Quantity	Unit Price	Factor = Total
				150.00	x 0.30	1.2682 = 57.07
50	09 29 10 00 0009	0054	MOD	For >128 To 320, Add		\$49.46
			Installation	Quantity	Unit Price	Factor = Total
				150.00	x 0.26	1.2682 = 49.46

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139956.00

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Sect.		Item		Modifier	UOM	Description				Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)									
Finishes												
51	09	29	10	00	0038	SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board				\$97.02	
						Installation	Quantity	Unit Price	Factor	Total		
							150.00	x 0.51	1.2682	97.02		
						Prep new drywall for tile						
52	09	29	10	00	0038	0043	MOD	For >128 To 320, Add				\$22.83
						Installation	Quantity	Unit Price	Factor	Total		
							150.00	x 0.12	1.2682	22.83		
53	09	30	13	00	0006	SF	Less than 8" x 8" Mounted Ceramic Wall TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.				\$511.72	
						Installation	Quantity	Unit Price	Factor	Total		
							0.00	x 5.38	1.2682	0.00		
							X	Demolition	150.00	x 2.69	511.72	
						Demo only, no materials						
54	09	30	13	00	0006	0071	MOD	For >50 To 250, Add				\$205.45
						Installation	Quantity	Unit Price	Factor	Total		
							150.00	x 1.08	1.2682	205.45		
55	09	30	13	00	0006	SF	Less than 8" x 8" Mounted Ceramic Wall TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.				\$2,058.29	
						Installation	Quantity	Unit Price	Factor	Total		
							150.00	x 10.82	1.2682	2,058.29		
						New install						
56	09	30	13	00	0006	0071	MOD	For >50 To 250, Add				\$205.45
						Installation	Quantity	Unit Price	Factor	Total		
							150.00	x 1.08	1.2682	205.45		
57	09	93	13	53	0003	SF	Stain Sealer, Brush/Roller Work				\$2,079.44	
						Installation	Quantity	Unit Price	Factor	Total		
							2,562.00	x 0.64	1.2682	2,079.44		
						Refinish Exterior soffits and fascia						
58	09	93	13	53	0003	0349	MOD	For Ceiling Work, Add				\$259.93
						Installation	Quantity	Unit Price	Factor	Total		
							2,562.00	x 0.08	1.2682	259.93		
Subtotal for Finishes											\$7,490.17	
Sect.		Item		Modifier	UOM	Description				Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)									
GR												
59	01	22	23	00	0012	WK	80' Engine Powered, Telescoping Boom Man Lift With Platform				\$4,379.93	
						Installation	Quantity	Unit Price	Factor	Total		
							1.00	x 3,453.66	1.2682	4,379.93		
						For window and caulking work on west side of facility						
60	01	22	23	00	0012	0120	MOD	For Four-Wheel Drive, Add				\$985.48
						Installation	Quantity	Unit Price	Factor	Total		
							1.00	x 777.07	1.2682	985.48		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139956.00

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

	Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
GR						
61	01 22 23	00 0992		WK	20 To 25 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	\$20,657.80
					Quantity	Unit Price
				Installation	2.50 x 6,515.63 x 1.2682 =	Total 20,657.80
					Roofing contractors' material handling needs. Approx 20% without full time operator.	
62	01 22 23	00 0992	0034	MOD	For Equipment Without Operator, Deduct	-\$4,757.20
					Quantity	Unit Price
				Installation	1.00 x -3,751.14 x 1.2682 =	Total -4,757.20
63	01 56 26	00 0143		LF	Temporary 6' High Chain Link Fence Panels (Portable), Up To 6 Months	\$1,942.88
					Quantity	Unit Price
				Installation	200.00 x 7.66 x 1.2682 =	Total 1,942.88
					Mobile as needed for daily defined construction limits	
64	01 56 26	00 0143	0067	MOD	For >100 To 250, Deduct	-\$55.80
					Quantity	Unit Price
				Installation	200.00 x -0.22 x 1.2682 =	Total -55.80
65	01 56 29	00 0003		LF	Installation of Heavy Duty Steel Post And Beam Sidewalk Bridge AssemblyIncludes spanning openings, planking and parapet, lighting, up to 8' wide, up to 8' high, 2 post system.	\$1,722.88
					Quantity	Unit Price
				Installation	12.00 x 113.21 x 1.2682 =	Total 1,722.88
					Safety protection for public in and out	
66	01 56 29	00 0003	0022	MOD	For Each Additional Foot Over 8' Wide, Add	\$15.22
					Quantity	Unit Price
				Installation	4.00 x 3.00 x 1.2682 =	Total 15.22
67	01 56 29	00 0006		LF	Monthly Rental Of Up To 8' Wide And 8' High, 2 Post System, Heavy Duty Steel Post And Beam Sidewalk Bridge AssemblyIncludes spanning openings , planking and parapet, lighting and maintenance.	\$28.61
					Quantity	Unit Price
				Installation	1.50 x 15.04 x 1.2682 =	Total 28.61
					Safety protection for public in and out	
68	01 56 29	00 0017		LF	Removal Of Heavy Duty Steel Post And Beam Sidewalk Bridge AssemblyIncludes spanning openings, planking and parapet, lighting, up to 8' wide, up to 8' high, 2 post system.	\$358.55
					Quantity	Unit Price
				Installation	12.00 x 23.56 x 1.2682 =	Total 358.55
					Safety protection for public in and out	
69	01 56 29	00 0017	0026	MOD	For Each Additional Foot Over 8' Wide, Add	\$6.34
					Quantity	Unit Price
				Installation	4.00 x 1.25 x 1.2682 =	Total 6.34
70	01 71 13	00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$436.20
					Quantity	Unit Price
				Installation	1.00 x 343.95 x 1.2682 =	Total 436.20
					For roof work on roof equipment	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139956.00

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Sect.		Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
GR						
71	01 71 13	00 0006		EA	>20 To 40 Ton Lift Move On/Off Cost, Hydraulic CraneIncludes delivery and pickup.	\$756.08
					Quantity	Unit Price
				Installation	1.00 x 596.18 x 1.2682 =	Total 756.08
					For roof work	
72	01 74 19	00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$766.94
					Quantity	Unit Price
				Installation	1.00 x 604.75 x 1.2682 =	Total 766.94
					For all project debris other than roof work	
73	01 74 19	00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$1,533.89
					Quantity	Unit Price
				Installation	2.00 x 604.75 x 1.2682 =	Total 1,533.89
					Roof work debris disposal	
Subtotal for GR						\$28,777.80

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
HVAC					
74	03 31 13 00 0091		SF	4" Equipment Pad With Rebar Assembly	\$1,294.83
				Quantity	Unit Price
			Installation	50.00 x 20.42 x 1.2682 =	Total 1,294.83
				Modify existing housekeeping pads	
75	23 01 10 91 0008		EA	>100' To 250', >1-1/2" To 4" Diameter Pipe, Purge Gas Systems	\$1,823.90
				Quantity	Unit Price
			Installation	2.00 x 719.09 x 1.2682 =	Total 1,823.90
				To allow for disconnection of gas lines	
76	23 05 16 00 0008		EA	2" Threaded, 150 LB, Stainless Steel Bellows Type Expansion Joint	\$517.25
				Quantity	Unit Price
			Installation	1.00 x 407.86 x 1.2682 =	Total 517.25
				Required inline expansion compensation	
77	23 05 16 00 0052		EA	12" Flanged, 150 LB, Ethylene Propylene Diene Monomer (EPDM) Bellows Type Expansion Joint	\$1,144.79
				Quantity	Unit Price
		X	Installation	1.00 x 601.82 x 1.2682 =	Total 763.23
		X	Demolition	1.00 x 300.87 x 1.2682 =	381.56
				Disconnect and reconnect the existing expansion tank. No materials, Labor and equipment only.	
78	23 05 19 00 0003		EA	2" Diameter Dial, Bi-Metal, 4" To 9" Stem, Steel Case, Brass Stem, Thermometer	\$112.06
				Quantity	Unit Price
			Installation	1.00 x 88.36 x 1.2682 =	Total 112.06
				Created for the Solar thermometer for secondary loop supply and return	
79	23 05 19 00 0048		EA	Pete's Plug (Valve Cock For Removable Pressure Gauge Or Thermometer)	\$102.34
				Quantity	Unit Price
			Installation	1.00 x 80.70 x 1.2682 =	Total 102.34
				Adapter for pressure monitoring	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139956.00

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

	Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
HVAC						
80	23 05 19 00 0151		EA		2", Sensor Signal Only, Polyvinyl Chloride (PVC) Turbine Flowmeter (Seametrics WTP100)	\$3,446.98
			Installation	Quantity	Unit Price	Factor = Total
				1.00	2,718.01	x 1.2682 = 3,446.98
			Monitoring			
81	23 05 23 00 0651		EA		2" Check Valve, Single Disc Type, Iron Body Wafer Type, 125 LB	\$528.51
			Installation	Quantity	Unit Price	Factor = Total
				1.00	416.74	x 1.2682 = 528.51
			Necessary fixture			
82	23 05 23 00 0651 0460		MOD		For 200 LB Rating, Add	\$89.89
			Installation	Quantity	Unit Price	Factor = Total
				1.00	70.88	x 1.2682 = 89.89
83	23 05 23 00 1080		EA		2-1/2" Butterfly Valve, Cast Iron, With Iron Disc, On Off Handle, 150 PSI Wafer Type	\$803.63
			Installation	Quantity	Unit Price	Factor = Total
				2.00	316.84	x 1.2682 = 803.63
			Butterfly valves for boiler loops			
84	23 05 23 00 1080 0436		MOD		For 200 PSI, Add	\$222.80
			Installation	Quantity	Unit Price	Factor = Total
				2.00	87.84	x 1.2682 = 222.80
85	23 07 19 00 0071		LF		1" Diameter Pipe, 3" Thick Calcium Silicate Insulation	\$2,641.91
			Installation	Quantity	Unit Price	Factor = Total
				80.00	26.04	x 1.2682 = 2,641.91
			Hydronic pipe insulation			
86	23 07 19 00 0074		LF		2" Diameter Pipe, 3" Thick Calcium Silicate Insulation	\$2,263.61
			Installation	Quantity	Unit Price	Factor = Total
				65.00	27.46	x 1.2682 = 2,263.61
			Hydronic Pipe Insulation			
87	23 09 23 53 0035		HR		EMCS Site Inspection Of Existing Facilities	\$1,175.16
			Installation	Quantity	Unit Price	Factor = Total
				4.00	231.66	x 1.2682 = 1,175.16
			Recertification of controls			
88	23 09 23 53 0041		HR		EMCS On Site System Diagnostics Field Technician	\$1,175.16
			Installation	Quantity	Unit Price	Factor = Total
				4.00	231.66	x 1.2682 = 1,175.16
			Recertification of controls			
89	23 21 16 00 0379		EA		2-1/2" Threaded, 90 GPM, 125 PSI, With Strainer, Vortex Air Separator (Rolairtrol R-2-1/2N)	\$2,772.82
			Installation	Quantity	Unit Price	Factor = Total
				1.00	2,186.42	x 1.2682 = 2,772.82
			Hydronic Separator			
90	23 51 16 00 0177		LF		6" Round Flue/Vent Pipe, Stainless Steel/Aluminum Flue/Vent Pipe, Stainless Steel Inner Wall/Aluminum Steel Outer Jacket	\$303.25
			Installation	Quantity	Unit Price	Factor = Total
				0.00	101.36	x 1.2682 = 0.00
			Demolition	28.00	8.54	x 1.2682 = 303.25
			Demo of existing water heater chimney			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139956.00

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
HVAC					
91	23 51 16 00 0177		LF	6" Round Flue/Vent Pipe, Stainless Steel/Aluminum Flue/Vent Pipe, Stainless Steel Inner Wall/Aluminum Steel Outer Jacket	\$888.10
				Quantity Unit Price Factor = Total	
			Installation	0.00 x 101.36 x 1.2682 = 0.00	
			Demolition	82.00 x 8.54 x 1.2682 = 888.10	
			Demo of existing 2 boilers chimneys		
92	23 52 16 13 0055		EA	264 MBH 95% Efficient, Gas Fired, Stainless Steel Heat Exchanger, Condensing Boiler (Lochinvar Knight KHB285N)	\$34,525.50
				Quantity Unit Price Factor = Total	
			Installation	2.00 x 13,612.01 x 1.2682 = 34,525.50	
			The 2 new boilers		
93	23 53 16 00 0003		EA	20 HP, 200 KW Boiler Feed System With Deaerator, Pumps And Accessories, Low Pressure System	\$15,331.14
				Quantity Unit Price Factor = Total	
			Installation	2.00 x 6,044.45 x 1.2682 = 15,331.14	
			The new boilers feedwater systems complete		
94	26 05 83 00 0145		EA	1 HP AC Motor Three Phase, 230 Volt Motor/Equipment, Connection, Termination And Rotation Testing	\$216.96
				Quantity Unit Price Factor = Total	
			Installation	2.00 x 85.54 x 1.2682 = 216.96	
			Electrical connections for new boilers		

Subtotal for HVAC \$71,380.59

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Masonry					
95	04 01 20 41 0173		SF	Repair Bulging Or Loose Masonry Using New MasonryIncludes saw cutting, toothing, removing loose masonry, installing anchor and installing new brick and mortar.	\$15,850.34
				Quantity Unit Price Factor = Total	
			Installation	162.00 x 77.15 x 1.2682 = 15,850.34	
				Cut out and replace damaged exterior burnished block. Includes planters.	
96	04 01 20 91 0003		SF	Cut And Repoint, Soft, Loose Or Crumbling Mortar, Running Bond, Brick	\$1,943.52
				Quantity Unit Price Factor = Total	
			Installation	250.00 x 6.13 x 1.2682 = 1,943.52	
				Grind out and re-tuckpoint exterior masonry joints as needed	
97	07 92 13 00 0046		CLF	3/4" x 3/4" Joint, Polyurethane Sealant And Caulking	\$3,032.79
				Quantity Unit Price Factor = Total	
			Installation	3.50 x 608.76 x 1.2682 = 2,702.10	
			Demolition	3.50 x 74.50 x 1.2682 = 330.68	
				Masonry Caulking remove and replace	
98	09 01 90 52 0009		SF	10,000 To 12,000 PSI Water Blast, Concrete And Masonry Surfaces, Surface Preparation	\$13,724.35
				Quantity Unit Price Factor = Total	
			Installation	8,261.00 x 1.31 x 1.2682 = 13,724.35	
				Pressure wash exterior masonry surfaces	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139956.00

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Masonry					
99	09 01 90 52 0009	0328	MOD	For >5,000 To 10,000, Deduct	-\$628.60
			Installation	Quantity 8,261.00 x Unit Price -0.06 x Factor 1.2682 = Total -628.60	

Subtotal for Masonry \$33,922.40

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Openings					
100	07 91 26 00 0004		LF	1/2" x 3/4" Butyl Rubber Filler	\$3,400.04
			Installation	Quantity 350.00 x Unit Price 7.66 x Factor 1.2682 = Total 3,400.04	
				Aluminum window gasketing replacement as needed	
101	07 92 13 00 0046		CLF	3/4" x 3/4" Joint, Polyurethane Sealant And Caulking	\$3,032.79
			Installation	Quantity 3.50 x Unit Price 608.76 x Factor 1.2682 = Total 2,702.10	
			Demolition	Quantity 3.50 x Unit Price 74.50 x Factor 1.2682 = Total 330.68	
				Aluminum window caulking replacement as needed	

Subtotal for Openings \$6,432.83

Sect.		Item		Modifier		UOM		Description		Line Total				
Labor	Equip.	Material		(Excluded if marked with an X)										
Plumbing														
102	22	33	33	00	0007		EA	Up To 12 KW, 50 Gallon, Dual Element Lowboy Electric Commercial Water Heater (DEL-50D)			\$4,624.54			
							Installation	Quantity	Unit Price	Factor	Total			
								1.00	x	3,646.54	x	1.2682	=	4,624.54
							New electric water heater							
103	22	34	36	13	0015		EA	305 MBH Input, 65 Gallon, ASME Rated Tank, 80% Efficiency, Gas Fired Commercial Water Heater (A.O. Smith BTR-305A)			\$613.01			
							Installation	Quantity	Unit Price	Factor	Total			
								0.00	x	12,549.51	x	1.2682	=	0.00
							Demolition	1.00	x	483.37	x	1.2682	=	613.01
							Demo of existing water heater							
104	22	42	13	13	0014		EA	Flush Valve Type, Siphon Jet, Wall Mounted, Wall Outlet, Handicap Accessible, Elongated Vitreous China Water Closet (Kohler® Kingston™)			\$598.16			
							Installation	Quantity	Unit Price	Factor	Total			
						X		1.00	x	377.45	x	1.2682	=	478.68
						X	Demolition	1.00	x	94.21	x	1.2682	=	119.48
							Remove and reinstall only, no material							
105	22	42	13	13	0054		EA	Vertical Adjustable On Stack, Hub And Spigot, Single Water Closet Carrier			\$49.28			
							Installation	Quantity	Unit Price	Factor	Total			
						X		0.00	x	0.00	x	1.2682	=	0.00
						X	Demolition	1.00	x	38.86	x	1.2682	=	49.28
							Removal only							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139956.00

Work Order Title: City of Brainerd - Brainerd Public Library Renovations 2025

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

Plumbing

106	22 42 13	13 0054	EA	Vertical Adjustable On Stack, Hub And Spigot, Single Water Closet Carrier	\$149.36
		X		Installation	
				Reinstal removed carrier	
				Quantity	1.00
				Unit Price	117.77
				Factor	1.2682
				Total	149.36

Subtotal for Plumbing \$6,034.35

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

Roofing and Flashing

107	07 53 23	00 0009	SQ	60 Mil, Single Ply Ethylene Propylene Diene Monomer (EPDM) Roofing Membrane, Fully AdheredIncludes adhesive and fasteners.	\$56,283.35
				Installation	
				Demolition	
				Rubber roof membrane	
				Quantity	75.00
				Unit Price	526.53
				Factor	1.2682
				Total	50,080.90
				Quantity	75.00
				Unit Price	65.21
				Factor	1.2682
				Total	6,202.45
108	07 53 23	00 0009	0139	MOD For 20 Year Warranty, Add	\$665.81
				Installation	
				Quantity	75.00
				Unit Price	7.00
				Factor	1.2682
				Total	665.81
109	07 53 23	00 0009	0144	MOD For Low VOC Adhesive, Add	\$6,044.56
				Installation	
				Quantity	75.00
				Unit Price	63.55
				Factor	1.2682
				Total	6,044.56
110	07 59 00	00 0002	LF	Membrane Roofing Termination BarIncludes fasteners and caulking.	\$2,095.07
				Installation	
				Quantity	400.00
				Unit Price	4.13
				Factor	1.2682
				Total	2,095.07
				Edge anchoring for roof membrane	
111	07 62 13	00 0032	SF	24 Gauge, 0.028" Thick, Galvanized Steel Flashing	\$11,739.09
				Installation	
				Quantity	825.00
				Unit Price	11.22
				Factor	1.2682
				Total	11,739.09
				300' of 9" flashing w/ 3 bends and 300' of 24" flashing w/ 6 bends	
112	07 73 00	00 0007	SF	1/2" Thick, Surface Primed, Fiberglass Mat Faced, Moisture Resistant Gypsum Core, Roof Protection Board, Cold Adhesive Applied (Georgia-Pacific DensDeck® Prime)	\$31,901.57
				Installation	
				Quantity	6,500.00
				Unit Price	3.87
				Factor	1.2682
				Total	31,901.57
				Cover board for roofing insulation	

Subtotal for Roofing and Flashing \$108,729.45

Proposal Total \$338,205.24

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Date: April 16th, 2024
To: Mike Habighorst
Re: Library HVAC Balancing

Site:
Brainerd Public Library
416 South 5th Street
Brainerd, MN 56401

Work Scope:

NAC to coordinate with T&B contractor to provide a complete system balance of the air side of the HVAC system. This includes 2 AHU's, associated diffusers and all exhaust fans. NAC will provide a 6-month onsite review and 12-month remote system review.

Total Cost: \$6,735

Pricing is subject to escalation after thirty (30) days.

Current supply chain disruptions have created an environment where our vendors cannot guarantee pricing or availability of products for any amount of time. We have prepared this quotation based on current material prices and is only good for the date of the quotation. We cannot execute a contract to do this work without a material price and availability analysis at the time of award.

Respectfully Submitted

Chris Peloquin
Project Manager

Accepted by:
NAC MECHANICAL & ELECTRICAL SERVICES

Signature: Chris Peloquin

Name: Chris Peloquin

Title: Project Manager

Date: 4/16/2025

Signature: _____

Name: _____

Title: _____

Date: _____



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Review Draft Ordinance Ending Future Rural Service District Properties

AGENDA: P&F Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director, Connie Hillman, Finance Director, Jessie Dehn, City Engineer

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Staff received direction from City Council at the March 17th meeting to no longer allow properties to be added to the Rural Service District, a district which reduces the City's share of their property taxes. Members of the Council stated that city sewer and water improvement projects are paid for by the rate payers and not by the general fund and all properties currently in the Rural Service District receive the same service and amenities as properties in the Urban Service District. Council further directed staff to allow properties to remain at the Rural Service District tax rate if they are already part of the district and have no ability to connect to City sewer or water. Staff explored removing the Rural and Urban Service Districts altogether. However, after discussions with the City Attorney, staff recommend leaving the district in place, while stating in the proposed ordinance that no future properties shall be added to the Rural Service District. Members of the Council stated that an ordinance amendment should occur prior to discussions regarding the annexation of Riverside Drive.

According to Ordinance 1020, parcels in the rural service district shall be taxed for the general levy at fifty-two (52%) percent of the rate levied in the urban service district. That is, the taxes for municipal purposes, exclusive of bonded indebtedness, shall not exceed fifty-two (52%) percent of full municipal taxes levied in the remainder of the City. Annexed lands, or a portion thereof, that receive urban services, specifically municipal sewer and/or municipal water service, shall be transferred by the City to the urban service district and shall be taxed at a rate which is the same as all other properties located in the urban service district, beginning with the next succeeding calendar year.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Staff have attached a draft ordinance that does not allow future properties to be added to the Rural Service District but does allow properties to remain in the district if eligible.

In addition, staff reached out to Crow Wing County and were provided a list of all properties in the Rural Service District. The Community Development Director and City Engineer reviewed the list and found

eleven (11) properties that may need to be removed from the Rural Service District because of the availability of sewer and/or water services. Staff is currently working with the City Attorney on this list and the statutory process for removal. The list will be provided with the first reading of the proposed ordinance.

RECOMMENDED ACTION/MOTION:

Staff recommend City Council review the draft ordinance and direct staff to bring the ordinance back as a first reading to the next City Council meeting.

FINANCIAL IMPACT: N/A

**ORDINANCE
NO. 15XX**

**AN ORDINANCE AMENDING ORDINANCE NO.1020, ORDINANCE NO.1033, ORDINANCE
NO.1051, ORDINANCE NO.1068, ORDINANCE NO.1102, ORDINANCE NO.1120,
ORDINANCE NO.1150, ORDINANCE NO.1196, ORDINANCE NO.1234, ORDINANCE
NO.1262, ORDINANCE NO.1288, ORDINANCE NO. 1305, ORDINANCE NO.1323,
ORDINANCE NO. 1337, AND ORDINANCE NO. 1510 DIVIDING THE CITY OF
BRAINERD INTO AN URBAN SERVICE DISTRICT AND A RURAL SERVICE
DISTRICT**

WHEREAS, a public hearing was held by the City Council on _____, 2025

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Brainerd, Minnesota,
as follows:

SECTION ONE: Purpose

The purpose of this ordinance is to ensure all future properties annexing into the corporate boundaries of the City of Brainerd are taxed at the general City tax rate. Future properties annexed into the City of Brainerd will not be eligible for the “rural service district” tax rate regardless of the ability to connect to municipal sewer and/or water service. In addition, properties within the corporate boundaries of the City of Brainerd are prohibited from petitioning to be added to the “rural service district”.

The basis for prohibiting future additions to the “rural service district” is that all properties currently in the district receive the same service and amenities of properties in the “urban service district”. City sewer and water improvement projects are paid by rate payers and not from the general fund.

Further, this ordinance will allow all eligible properties currently in the “rural service district” to continue to be taxed at the rural rate until municipal sewer or water service is available for connection to the property.

SECTION TWO: That Ordinance Nos. 1020, 1033, 1051, 1068, 1102, 1120, 1150, 1196, 1234, 1262, 1288, 1305, 1323, 1337, and 1510 are hereby amended by removing the following parcels of property from the Rural Service District:

[Enter Parcel Legal Descriptions]

SECTION THREE: That all other parcels included in the abovementioned ordinances shall remain within the Rural Service District.

SECTION FOUR: The benefit ratio required by Subd. 2 of Minnesota Statute 272.67 shall be established so that all lands in the Rural Service District shall be taxed for the general levy at Fifty-two (52%) of the rate levied in the Urban Service District. That is, the taxes for the municipal purposes, exclusive of bonded indebtedness, shall not exceed fifty-two

(52%) percent of full municipal taxes levied in the remainder of the City. That the said benefit ratio shall not apply on municipal taxes levied for the payments of bonded indebtedness, judgments, and interest thereon.

SECTION FIVE: All future properties annexed into the corporate boundaries of the City of Brainerd shall be taxed at the general City tax rate.

SECTION SIX: Properties within the corporate boundaries of the City of Brainerd are prohibited from petitioning to be added to the Rural Service District.

SECTION SEVEN: All other provisions of Ordinance Nos. 1020, 1033, 1051, 1068, 1102, 1120, 1150, 1196, 1234, 1262, 1288, 1305, 1323, 1337, and 1510 shall remain in full force and effect.

SECTION EIGHT: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this _____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____

O R D I N A N C E

NO. 1020

**AN ORDINANCE DIVIDING THE CITY OF BRAINERD
INTO AN URBAN SERVICE DISTRICT
AND A RURAL SERVICE DISTRICT**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE. That Ordinance No. 844 is hereby repealed.

SECTION TWO. The City of Brainerd hereby divides the area within its limits into an urban service district and a rural service district, constituting separate taxing districts for the purpose of all municipal property taxes, except those levied for the payment of bonds and judgements and interest thereon, in accordance with Minnesota Statute 272.67, as amended.

SECTION THREE. The urban service district shall include all properties within the limits of the City of Brainerd, except those set forth herein as a rural service district.

SECTION FOUR. The rural service district shall encompass the following described properties which are rural in character and are not benefited to the same degree as other lands by municipal services financed by general taxation:

Robert Russell Addition and Auditor's Plat of Government Lots Three (3) and Four (4), Section Thirty-Four (34), Township One Hundred Thirty-Four (134) North, Range Twenty-Eight (28) West of the 5th Principal Meridian.

That part of the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4) and Government Lot 2, Section 34, Township 134 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Commencing at the iron monument at the Southwest corner of said Government Lot 2; Thence East, assumed bearing,

140.93 feet, along the South line of said Government Lot 2 to an iron monument: thence North 88.99 feet to an iron monument; thence North 56 degrees 49 minutes 50 seconds West 385.67 feet to an iron monument on the north line of the south 300.00 feet of said SE1/4-NW1/4 the point of beginning of the tract to be described; thence reversing thence South 56 degrees 49 minutes 50 seconds East 385.67 feet to an iron monument; thence South 88.99 feet to said iron monument on the south line of Government Lot 2; thence West 634 feet, more or less, along said south line of Government Lot 2 and along the south line of said SE1/4-NW1/4 to the shore of Gilbert Lake; thence northerly along said shore to it's intersection with said north line of the south 300.00 feet of the SE1/4-NW1/4; thence East 269 feet, more or less, along said north line of the south 300.00 feet of the SE1/4-NW1/4 to the point of beginning. Containing 3.4 acres, more or less. Subject to easements, reservations or restrictions of record, if any.

The southwest quarter of the southeast quarter of Section 33, Township 134 N., Range 28 W., except the north thirty (30) feet thereof, Crow Wing County, Minnesota.

The southeast quarter of the southeast quarter of Section 33, Township 134 No., Range 28 W., except the north thirty (30) feet thereof and except the part thereof lying southerly of the following described line: beginning at the point on the east line of said southeast of the southeast which is 614.25 ft. north 0 degrees 18 minutes west assumed bearing from the southeast corner of said Section 33; then south 66 degrees 22 minutes west 525.23 ft.; then south 64 degrees 38 minutes west 109.07 ft.; then south 61 degrees 10 minutes west 128.28 ft.; then south 48 degrees 27 minutes west 123.21 ft.; then south 46 degrees 18 minutes west 292.35 ft. to the south line of said southeast quarter of the southeast quarter and there ending.

Lots 34 and 36, Rearrangement of Lots in Wawanaissa Park.

Blocks 10, 11, 13, 14, 15, 16, 27 and 28
Cuyuna Range Addition to the City of Brainerd.

Tracts 21, 22, 23, 24, 25, 26, 27 and 28
Holland's Second Addition to the City of Brainerd.

Tracts 11, 12, 13, 14, 15, 16, 17 and 18
Holland's Third Addition to the City of Brainerd.

Lot 13, Block 1
Buffalo Hills First Addition.

The Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4),
Section 2, Township 44 North, Range 31 West, except that part
platted as Buffalo Hills First Addition and except the North
Half (N1/2) thereof.

The North Half (N1/2) of the Northwest Quarter (NW1/4),
Section 31, Township 45 North, Range 30 West.

The North Half (N1/2) of the Northeast Quarter of the
Southwest Quarter (NE1/4-SW1/4), Section 31, Township 45
North, Range 30 West.

The Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4),
Section 4, Township 133 North, Range 28 West.

Part of Government Lot 3 described as follows: All of the
Tract deeded Orloff to Wagner recorded in Book 122 of Deeds,
Page 172, except the following described Tract: Beginning at
the iron pipe on the ROW line of the Hwy., the Southwest
Corner of the above named Tract; then South 77 degrees, 37
minutes East 268.4 ft. along its southerly line to an iron
pipe on the bank of the Mississippi River; then North 10

degrees 57 minutes West 100 ft. along said bank to an iron pipe; then North 32 degrees 14 minutes East 206 ft. continuing along said river to an iron pipe; then North 65 degrees 37 minutes West 137.3 ft. to an iron pipe; then continuing North 65 degrees 37 minutes West to the Hwy. ROW; then southerly along said ROW to the place of beginning.

That part of Government Lot 3 described: Commencing at an iron pipe on the shore of Mississippi River, the Southeasterly Corner of Tract deeded from Orloff to Wagner recorded in Book 122, Page 172; then North 10 degrees 57 minutes West 100 ft. along the Bank of Mississippi River to an iron pipe; then North 59 degrees 21 minutes West 112 ft. to an iron pipe; then continuing North 59 degrees 21 minutes West to the Hwy. ROW line, the place of beginning; then South 59 degrees 21 minutes East to an iron pipe on the bank of Mississippi River; then North 32 degrees 14 minutes East 206 ft. along said river to an iron pipe; then North 65 degrees 37 minutes West 137.3 ft. to an iron pipe; then continuing North 65 degrees 37 minutes West to the ROW line of Hwy.; then Southerly along said Hwy. line to the place of beginning with easements.

Part of Government Lot 3 beginning at the iron pipe at the Southwest Corner of Tract deeded from Orloff to Wagner in Book 122, Page 172; then South 77 degrees 37 minutes East 268.4 ft. along the Southerly line of the above described Tract to an iron pipe on the bank of the Mississippi River; then North 10 degrees 57 minutes West 100 ft. along said bank to an iron pipe; then North 59 degrees 21 minutes West 112 ft. to an iron pipe; then continuing North 59 degrees 21 minutes West to the Hwy. ROW line; then Southerly along said ROW line to the place of beginning with easement except part to D. Wagner.

Part of Government Lot 3 described as follows: Commencing at the iron pipe at the Southwest Corner of the Tract deeded from Orloff to Wagner, Recorded in Book 122 of Deeds, Page 172; then South 77 degrees 37 minutes East along the Southerly line of said Wagner Tract to the Easterly ROW line for State Hwy. #25, the point of beginning; then South 77 degrees 37 minutes East continuing along the southerly line of the above described Tract, to an iron pipe on the bank of the Mississippi River, said pipe being 268.40 ft. from the pipe at the point of commencement; then North 10 degrees 57 minutes West 100 ft. along said river bank to an iron pipe; then North 79 degrees 34 minutes West 60 ft. to an iron pipe on the centerline of a 20 ft. road easement; then South 68 degrees 45 minutes West 77.35 ft. along the centerline of said road easement to an iron pipe; then continuing South 68 degrees 45 minutes West 63 ft. along the centerline of said road easement; then North 77 degrees 37 minutes West along the centerline of said road easement to the ROW line of the Hwy.; then Southerly along said ROW line to the place of beginning subject to road easement.

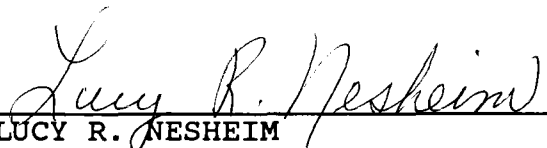
All of the foregoing real property lying and being in Crow Wing County, Minnesota.

SECTION FIVE. That the benefit ratio required by Subd. 2 of Minnesota Statute 272.67 shall be established so that all lands in the rural service district shall be taxed for the general levy at Fifty-Two (52%) percent of the rate levied in the urban service district. That is, the taxes for municipal purposes, exclusive of bonded indebtedness, shall not exceed Fifty-Two (52%) percent of full municipal taxes levied in the remainder of the City. That the said benefit ratio shall not apply on municipal taxes levied for the payments of bonded indebtedness, judgements, and interest thereon.

SECTION SIX. Whenever any parcel of land in the rural service district receives municipal water and/or municipal sewer services, said parcel of land shall be transferred from the rural service district to the urban service district and the levy shall then be on the same basis as the property taxes levied for the urban service district.

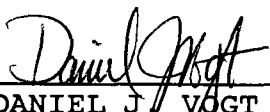
SECTION SEVEN. This Ordinance shall take effect and be in full force one week from and after its publication.

Adopted this 15th day of July, 1996.


LUCY R. NESHEIM
Vice-President of the Council

Approved this 16th day of July, 1996.


BONNIE K. CUMBERLAND
Mayor

ATTEST: 
DANIEL J. VOGT
City Administrator

Published One Time: July 22, 1996

CITY OF BRAINERD DIVISION OF LAND
INTO RURAL AND URBAN SERVICE DISTRICTS

It shall be the policy of the City of Brainerd that all lands annexed into the City that do not have municipal sewer and/or municipal water service to said lands at the time of annexation, be placed into a "rural service district", pursuant to Minnesota Statutes Section 272.67. Said district shall be taxed after annexation at a rate of eighty-eight percent (88%) of the total tax rate, as adjusted on an annual basis, in the urban service district. Annexed lands, or a portion thereof, that receive urban services, specifically municipal sewer and/or municipal water service, shall be transferred by the City to the urban service district and shall be taxed at a rate which is the same as all other properties located in the urban service district, beginning with the next succeeding calendar year.

The City of Brainerd shall annually review the status of all parcels located in rural service districts to determine whether such parcels continue to qualify for inclusion in the rural service district.

Adopted: July 17, 1995



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Authorize Backfilling the Meter Serviceworker Position

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Trent Hawkinson, Operations
Manager, Kris Schubert, Human Resources Director

DEPARTMENT: Public Utilities

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: In December 2024, our Meter Serviceworker retired. When his retirement was accepted, former Public Utilities Director Evans was fairly new to the position and requested a delay in backfilling the position to assess whether modifications (if any) or a complete change to the position was warranted.

Before Mr. Evan's resignation, he recommended to the Public Utilities Commission that the Meter Serviceworker position be backfilled ahead of the construction season to best enable response to meter work. The Public Utilities Commission, at its March 25, 2025, meeting approved a motion recommending that the City Council backfill the Meter Serviceworker position and for Public Utilities Department Staff to work with the HR Department for all applicable processes. Attached is an updated Meter Serviceworker job description. A redlined version is also attached for convenience depicting the recent changes.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to approve the updated Meter Serviceworker job description as presented and to authorize Staff to complete an internal job posting process to fill the position.

FINANCIAL IMPACT: This position was included in the 2025 Public Utilities Department budget.



Meter Serviceworker

Department: Public Utilities

FLSA Status: Non-Exempt

General Definition of Work

Performs advanced technical work in providing a variety of utility technical services including but not limited to utility meter services, advanced metering infrastructure (AMI) system, energy management systems, supervisory control and data acquisition (SCADA) system, process control and instrumentation systems, and protective device coordination and related work as apparent or assigned. Work is performed under the limited supervision of the Operations Manager.

Qualification Requirements

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

Essential Functions

- In conjunction with other utility departments, plans, schedules and participates in the installation, reading, repairing, replacement and testing of utility meters.
- Performs a variety of installation, monitoring and investigative duties on a wide range of utility electronic equipment and systems.
- Reads and interprets substation primary metering devices such as voltage recorders, voltmeters, ammeters, KVA, KVAR and power factor meters to verify correct operation of substation systems. Reports abnormal conditions to the Operations Manager.
- Investigates customer complaints of high utility bills; checks for misreading of meter or leakage; tests meter upon customer's request.
- Investigates customer complaints of power quality using specialized test equipment such as power factor meter, single and three-phase power analyzer and various recording devices.
- Checks in new meters; enters and updates meter information into computer system.
- Keep accurate inventory of meters, parts, and associated measuring equipment; Prepares and maintains records of work performed.
- Tests, repairs, rebuilds, and calibrates utility meters within acceptable standards.
- Installs and maintains metering transformers for high volume customers.
- Installs and removes utility meters and related components; performs duties association with disconnects/reconnects of delinquent accounts.
- Monthly read, download and printout metering informational reports for all large power accounts and substations.
- Reads utility meters; checks to see that meters are correctly installed, not tampered with and functioning properly.
- Conducts meter re-reads as required; investigates theft of service.
- Answers inquiries relating to BPU metering system and applicable codes and regulations in a professional manner.
- Maintains meter department equipment and tools.
- Operate, maintain, repair & upgrade the process controls for the Water and Wastewater Treatment plants and facilities.
- Assists in training personnel in meter department procedures, requirements, and equipment.
- Works with customers, the general public, private contractors, developers, public service companies and other utility companies.
- Serves as backup for locating existing BPU underground infrastructure including electric, fiber and water utilities.

Essential Functions (Cont.)

- Participation in the on-call rotation is required; Responds to trouble and emergency calls and performs necessary maintenance. Willingness to accept call out/call back for outages and emergency repairs is essential. Call out/call back can be declined for good cause only.
- Attendance at continuing education events applicable to the position is strongly encouraged.
- Assists other Brainerd Public Utilities service crews as needed and in emergencies.
- Performs related tasks as assigned.

Knowledge, Skills and Abilities

- Thorough knowledge of the techniques, materials, equipment, tools and software used in the meter system; skilled in the use of measuring devices.
- Thorough understanding of metering theory, electrical distribution system, NESC, NEC, and BPU rules and regulations.
- Thorough knowledge of electrical theory including electronics.
- Ability to use software for electric relays and recorders to diagnose malfunctions in BPU's electric system and to make proper corrective measures; Responsible for making routine checks of equipment to assure their proper operation.
- Thorough knowledge of the hazards connected with the electric system and the necessary safety precautions to comply with BPU and OSHA safety requirements;
- Thorough knowledge of the street system and physical layout of the BPU's electric and water distribution systems;
- General knowledge of, and the ability to use, electronic locators and other equipment used in connection with underground locating.
- Ability to read and interpret plans and documents such as BPU safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to plan, organize and complete work assignments as required.
- Ability to listen and speak effectively and follow oral and written instructions including sketches and diagrams.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.
- Ability to keep records and prepare reports as required by BPU and regulations.
- Working knowledge of personal computers and related BPU software including AMI software (Command Center), programming of process controls and soft starts.
- Knowledge of modern developments, current literature, and sources of information as required for position.
- Ability to work under adverse weather conditions.

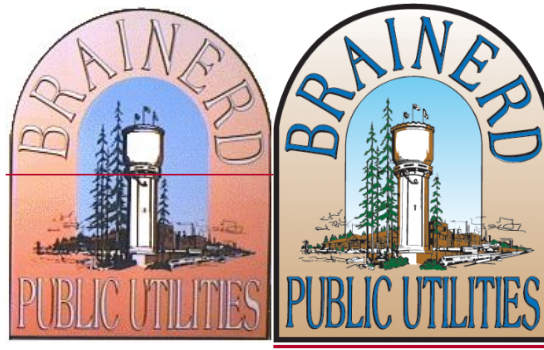
Education, Experience and Special Requirements

- High School Diploma or general education degree (GED);
- Possess and maintain a MN Class D driver's license;
- Graduation from Technical/Community College training program with specialized training in the electronic/computer technology trade or closely related field.
- A minimum of two (2) years of electric metering experience that includes installation, maintenance, retrofitting, programming, and repair of revenue meters. Additional experience may be substituted for education requirement.
- Two-year degree or higher in electronic/computer technology trade is highly desirable.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires standing, walking and using hands to finger, handle or feel and occasionally requires speaking or hearing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires use of measuring devices, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions and occasionally requires exposure to extreme cold (non-weather) and exposure to extreme heat (non-weather); work is generally in a loud noise location (e.g. heavy traffic, large earth-moving equipment).

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



Meter Serviceworker

Department: ~~Electric~~Public Utilities

FLSA Status: Non-Exempt

General Definition of Work

Performs advanced technical work in providing a variety of utility technical services including but not limited to utility meter services, advanced metering infrastructure (AMI) system, energy management systems, supervisory control and data acquisition (SCADA) system, process control and instrumentation systems, and protective device coordination and related work as apparent or assigned. Work is performed under the limited supervision of the ~~Electric Supervisor~~ Operations Manager.

Qualification Requirements

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

Essential Functions

- In conjunction with other utility departments, plans, schedules and participates in the installation, reading, repairing, replacement and testing of utility meters.
- Performs a variety of installation, monitoring and investigative duties on a wide range of utility electronic equipment and systems.
- Reads and interprets substation primary metering devices such as voltage recorders, voltmeters, ammeters, KVA, KVAR and power factor meters to verify correct operation of substation systems. Reports abnormal conditions to ~~Electric Supervisor~~ the Operations Manager.
- Investigates customer complaints of high utility bills; checks for misreading of meter or leakage; tests meter upon customer's request.
- Investigates customer complaints of power quality using specialized test equipment such as power factor meter, single and three-phase power analyzer, ~~oscilloscope~~ and various recording devices.
- Checks in new meters; enters and updates meter information into computer system ~~and card file~~.
- Keep accurate inventory of meters, parts, and associated measuring equipment; Prepares and maintains records of work performed.
- Tests, repairs, rebuilds, and calibrates utility meters within acceptable standards.
- Installs and maintains metering transformers for high volume customers.
- Installs and removes utility meters and related components; performs duties association with disconnects/reconnects of delinquent accounts.
- Monthly read, download and printout metering informational reports for all large power accounts and substations.
- Reads utility meters; checks to see that meters are correctly installed, not tampered with and functioning properly.
- Conducts meter re-reads as required; investigates theft of service.
- Answers inquiries relating to BPU metering system and applicable codes and regulations in a professional manner.
- Maintains meter department equipment and tools.
- Operate, maintain, repair & upgrade the process controls for the Water and Wastewater Treatment plants and facilities.
- Assists in training personnel in meter department procedures, requirements, and equipment.
- Works with customers, the general public, private contractors, developers, public service companies and other utility companies.
- Serves as backup for locating existing BPU underground infrastructure including electric, fiber and water utilities.

Essential Functions (Cont.)

- Participation in the on-call rotation is required; Responds to trouble and emergency calls and performs necessary maintenance. Willingness to accept call out/call back for outages and emergency repairs is essential. Call out/call back can be declined for good cause only.
- Attendance at continuing education events applicable to the position is strongly encouraged.
- Assists other Brainerd Public Utilities service crews as needed and in emergencies.
- Performs related tasks as assigned.

Knowledge, Skills and Abilities

- Thorough knowledge of the techniques, materials, equipment, tools and software used in the meter system; skilled in the use of measuring devices.
- Thorough understanding of metering theory, electrical distribution system, NESC, NEC, and BPU rules and regulations.
- Thorough knowledge of electrical theory including electronics.
- Ability to use software for electric relays and recorders to diagnose malfunctions in ~~customer equipment and~~ BPU's electric system and to make proper corrective measures; Responsible for making routine checks of equipment to assure their proper operation.
- Thorough knowledge of the hazards connected with the electric system and the necessary safety precautions to comply with BPU and OSHA safety requirements;
- Thorough knowledge of the street system and physical layout of the BPU's electric and water distribution systems;
- General knowledge of, and the ability to use, electronic locators and other equipment used in connection with underground locating.
- Ability to read and interpret plans and documents such as BPU safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to plan, organize and complete work assignments as required.
- Ability to listen and speak effectively and follow oral and written instructions including sketches and diagrams.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.
- Ability to keep records and prepare reports as required by BPU and regulations.
- Working knowledge of personal computers and related BPU software including AMI software (Command Center), programming of process controls and soft starts.
- Knowledge of modern developments, current literature, and sources of information as required for position.
- Ability to work under adverse weather conditions.

Education, Experience and Special Requirements

- High School Diploma or general education degree (GED);
- Possess and maintain a MN Class D driver's license;
- Graduation from Technical/Community College training program with specialized training in the electronic/computer technology trade or closely related field.
- A minimum of two (2) years of electric metering experience that includes ~~in~~ installation, maintenance, retrofitting, programming, and repair of revenue meters. Additional experience may be substituted for education requirement.
- Two-year degree or higher in electronic/computer technology trade is highly desirable.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires standing, walking and using hands to finger, handle or feel and occasionally requires speaking or hearing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires use of measuring devices, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions and occasionally requires exposure to extreme cold (non-weather) and exposure to extreme heat (non-weather); work is generally in a loud noise location (e.g. heavy traffic, large earth-moving equipment).

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



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Accept Resignation of Officer Colton Gutenkauf

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Police Officer Colton Gutenkauf has submitted a letter of resignation effective April 10, 2025.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to accept the resignation of Police Officer Golton Gutenkauf effective April 10, 2025; further, to authorize Staff to begin the hiring process to backfill the position.

FINANCIAL IMPACT: This position was included in the 2025 budget.

April 10, 2025

John Davis

Police Chief

Brainerd Police Department

225 East River Road, Brainerd MN, 56401

Dear Chief Davis,

Please accept this letter as notice of my resignation from the position of Police Officer with the Brainerd Police Department. I have enjoyed my time with the Brainerd Police Department, and the knowledge and experience I have gained is invaluable. I have appreciated the amazing opportunity to work with such a well-respected and professional department. As we previously discussed, I regretfully was not able to meet your standards of consistency in the time allotted. As we discussed, my resignation is effective immediately.

Thank you,

Respectfully,

Colton Gutenkauf

A handwritten signature in cursive script, appearing to read "Colton", written in dark ink.



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Approve the Hiring of CSO Jackson Flett

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: We received 9 applications for the Community Service Officer (CSO) position. Staff interviewed 2 candidates and have offered the position to Jackson Flett who starts with us on April 22, 2025, at \$21.31 an hour.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Ratify the hiring of Jackson Flett as a Community Service Officer effective April 22, 2025, at \$21.31 per hour.

FINANCIAL IMPACT: This position is included in the 2025 budget.



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Approve the Reclassification of Brandon Burgau from Police Intern to CSO

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Brandon Burgau's employment with the City started in November 2024 as a Police Intern. That designation qualified the City to receive funding assistance from Sourcewell's Internship Reimbursement Program. The last day of Mr. Burgau's internship is April 22, 2025. Staff recommends continuing Mr. Burgau's employment by reclassifying him to a Community Service Officer (CSO). There will not be a wage adjustment for this reclassification as the Police Intern is paid the same wage as our CSO's.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to reclassify Brandon Burgau to a Community Service Officer effective April 23, 2025.

FINANCIAL IMPACT: n/a - The Police Intern and Community Service Officer wages were included in the 2025 budget.



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Adopt Resolution Denying CUP - My Neighbor to Love

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community
Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

My Neighbor to Love Coalition applied for a Conditional Use Permit to construct a mixed-use boarding house with an attached apartment on parcels 41040800 and 41040801 located on NW 3rd Street.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

At the April 7th, 2025, City Council meeting, a motion was approved denying the conditional use permit request. Staff have attached a resolution summarizing the City Council's findings.

RECOMMENDED ACTION/MOTION:

Staff recommend adopting the attached resolution denying the conditional use permit request.

FINANCIAL IMPACT:

RESOLUTION

No. ____:25

RESOLUTION DENYING CONDITIONAL USE PERMIT

WHEREAS, My Neighbor to Love Coalition applied for a Conditional Use Permit to construct a mixed-use boarding house with an attached apartment on parcels 41040800 and 41040801 located on NW 3rd Street.

WHEREAS, the property is zoned TN-2 – Traditional Neighborhood 2; and

WHEREAS, adjacent zoning is TN-2 – Traditional Neighborhood 2; and

WHEREAS, the total property area is approximately 26,600 SQFT and the property character consists of vacant forest land; and

WHEREAS, all off-street parking and stormwater retention facilities must be placed on the same parcel as the primary structure; and

WHEREAS, Zoning Code section 515-5-2.B.6.a-g provides that the Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands.

WHEREAS, at the April 7th, 2025, City Council meeting, a motion was approved denying the conditional use permit request.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA:

1. Consistent with section 515-5-2.B.6 Criteria for Granting Conditional Use Permits, the Council approves the following findings:
 - a. The proposed use does not conform to the purpose of the Traditional Neighborhood 2 Zoning district according to Section 515-2-9. “The TN-2 District is intended to provide for compact, pedestrian-oriented mix of residential and neighborhood-serving commercial uses. This District reinforces the existing pattern of small, connected lots, blocks and street and supports development and redevelopment consistent with this pattern.”

- i. *The proposed site plan for the mixed-use building consists of a large off-street parking lot and accompanying stormwater infiltration basin.*
 - ii. *The proposed design requires the applicant to apply for a property consolidation/ boundary line adjustment, so all features are placed on a single parcel which thereby reduces the size/ number of buildable lots on the block.*
 - iii. *The proposed parking lot and infiltration basin occupies a significant amount of space in comparison to the primary structure thereby reducing the potential dwelling unit density of the block.*
 - a. "The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan." Only applications that "serve, in a general way the needs of the citizens" shall be considered.
 - i. Housing Goal 1: Provide a diverse mix of housing choices for all stages of life, income ranges, and ownership/rental preferences. Policy 5: Ensure an adequate supply of quality and affordable housing units for current and future residents.
 - 1. *The 2020 Crow Wing County Housing Study identifies a shortage of available housing across all income and demographics in the area. The proposed design underutilizes space for dwelling units which creates less potential housing density in the block and thereby reduces potential housing in the region.*
 - ii. Economic GOAL 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth. Policy 3: Evaluate the near and long-term fiscal impacts of annexation and development proposals.
 - 1. *Underdeveloped sites and neighborhoods have an impact on future utility improvements and usage and the ability for the City to pay for future infrastructure projects.*
 - 2. *The consolidation/ boundary line adjustment impacts future development on the block.*
2. For the stated reasons, the application for a Conditional Use Permit to construct a mixed-use boarding house with an attached apartment on parcels 41040800 and 41040801 located on NW 3rd Street is denied.

Adopted this 21st day of April 2025

MIKE O'DAY
President of the Council

Approved this 22nd day of April 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: First Reading of Proposed Ordinance 1582 - Establishing Process for Cannabis Retail Registration

AGENDA: Main

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Connie Hillman, Finance Director, James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: Connie Hillman, Finance Director, James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE: The Office of Cannabis Management (OCM) released the rules on Tuesday, April 15th. OCM will start notifying applicants starting on the 15th to start working with local governments and the zoning process. There is potential that some of the retailer locations could be open in May.

At the last council meeting it was discussed that the OCM is leaving it up to the municipalities to create a process for selecting applicants if there are more retailer businesses than what has been established by the municipalities. OCM strongly suggests that municipalities work with their attorney to come up with a process.

There are 13 different types of licenses established under MN State Statute 342. The business types that require municipality registration are:

- Microbusiness
- Mezzobusiness
- Cannabis retailer
- Lower-potency hemp edible retailer
- Medical cannabis combination business

Some license can be held simultaneously, i.e. a microbusiness license and a cannabis event organizer license. The City has limited the number of cannabis retailers, microbusiness, and mezzobusinesses with retail endorsements to 2. However, something new is that low-potency hemp edible retailers (i.e. a liquor store/gas station) also need to be registered through the municipality. This is a new requirement and does not count toward the City's limit of 2.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: As mentioned at the last council meeting, the processes for selecting licensee are:

- A lottery
- First-come/first-served
- Rolling
- Merit-based system
- Other

Working with our City Attorney, the process that is selected should be codified before approvals are issued. A merit-based system is a more risky and a more time consuming process, and with the timeframe we are on, doesn't allow us to develop a merit-based system. Staff did reach out to a city that we heard has a merit-based system and it is included in the packet as an example. Staff's recommendation would be a first-come/first-served model. All registrations received will be dated and time received noted on the registration. Internally, staff will maintain a register of all retail registrations.

The microbusinesses will be the first type of licenses to be issued by the State. If the applicants are a microbusiness with retail endorsement, all of the City's registrations could be used before any of the mezzobusinesses or retail businesses can even apply. To remedy this, Council could consider eliminating the cap. It would be similar to off-sale liquor stores, there would be as many cannabis retailers as the market could handle.

Attached is the proposed City's registration form as well as a draft ordinance if the Council were to maintain the 2 retailer cap. If passed, the City would use a first-come/first-served based approach. Based on time constraints and potential legal challenges, staff does not recommend a merit-based approach.

RECOMMENDED ACTION/MOTION: Conduct the first reading of proposed ordinance 1582 an ordinance amending section 1110 of the Brainerd City Code pertaining to cannabis, hemp and related businesses and dispense with the actual reading.

Note: a vote to dispense with the actual reading must be unanimous.

Option: The proposed ordinance does not require a public hearing. The City Council could motion to set a public hearing at the May 19, 2025 meeting and conduct the second reading. If there is no public hearing, the second reading will be conducted at the May 5, 2025 meeting.

Other Options:

1. Consider removing the 2 retail cap and provide direction to staff to amend Ordinance 1568
2. Discussion of a different methodology for determining a process for cannabis retail registration

FINANCIAL IMPACT:

CITY OF BRAINERD CANNABIS BUSINESS REGISTRATION FORM AND CHECKLIST

Business Name: _____

Business Address: _____

MN Cannabis Business license number: _____

Name of proprietor or owner: _____

Phone number and email: _____

Registration Period and Fee:

	INITIAL		RENEWAL
	CANNABIS MICROBUSINESS (up to \$0.00)		CANNABIS MICROBUSINESS (up to \$1000.00)
	CANNABIS MEZZOBUSINESS (up to \$500.00)		CANNABIS MEZZOBUSINESS (up to \$1000.00)
	CANNABIS RETAILER (up to \$500.00)		CANNABIS RETAILER (up to \$1000.00)
	MEDICAL CANNABIS COMBINATION BUSINESS (up to \$500.00)		MEDICAL CANNABIS COMBINATION BUSINESS (up to \$1000.00)
	LOWER-POTENCY HEMP EDIBLE RETAILER (up to \$125.00)		LOWER-POTENCY HEMP EDIBLE RETAILER (up to \$125.00)

TOTAL PAID _____

APPLICANT SIGNATURE _____ DATE _____

FOR INTERNAL USE ONLY:

PASS/FAIL		Date:	Signature:
	VALID LICENSE FROM OCM (COPY FOR FILE)		
	REGISTRATION FEE PAID		
	PROPERTY TAX/ASSESSMENTS CURRENT		
	PRELIMINARY LOCAL ORDINANCE COMPLIANCE		
	If applicable: State Fire and Building Code Compliant:		

The above named applicant having paid the appropriate fees, being current on all applicable tax obligations, and having passed a preliminary compliance review, is authorized to engage in retail cannabis sales in the City of Brainerd.

Approved by: _____

Title: _____

Date: _____

COUNCIL MEMO

Agenda Item #11.1

Meeting Date: February 3, 2025
Agenda Section: New Business
Item Description: Cannabis Retail Business Multiple Application Selection Process Policy
Submitted By: Doug Borglund, Community Development Director

BACKGROUND INFORMATION

The City Council at its regularly scheduled City Council meeting on December 16, 2024 adopted an Ordinance Amending Chapter 22 Business Services and Establishing Article XIV Regulation of Adult Use Cannabis Business Operations.

The adopted Ordinance Amendment includes language with the following directive to create a new policy:

“If multiple valid applications for retail registration exceeding the number of registered Cannabis Retail Businesses permitted under Section 22-805(a) are received by the City on the same business day, the issuance of retail registrations shall be in accordance with a ***criteria selection policy*** established by the City.”

The proposed policy establishes a review and selection process for multiple applications for cannabis retail business registration as required per the ordinance language noted above including a weighted scoring system.

FINANCIAL IMPACT

NA

REQUESTED COUNCIL ACTION

Approve the proposed policy as presented.

REQUIRED VOTE

A majority vote of the City Council is required.



POLICY NUMBER
2025-XXX

COUNCIL ADOPTED
Enter date XX-XX-XXXX

CANNABIS RETAIL BUSINESS REGISTRATION MULTIPLE APPLICATION SELECTION PROCESS

I. General Policy Statement

If multiple valid applications for retail registration exceeding the number of registered Cannabis Retail Businesses permitted under Anoka City Code Chapter 22, Article XIV, Section 22-805(a) are received by the City on the same business day, the issuance of retail registrations shall be in accordance with a criteria selection policy stated below.

II. Process

Four-Phase Multiple Application Process

The application process would consist of four phases described in detail below:

- Phase I: Initial Review by City Staff Review Team
- Phase II: Evaluation and Scoring by City Staff Review Team
- Phase III: Eligibility List generated by City Staff Review Team
- Phase IV: Final Section by Anoka City Council

(City Staff Review Team: City Manager, Police Chief, City Attorney, & Community Development Director)

1. **Phase I (Initial Review)** is an initial review of the application to determine whether it is complete and meets all of the minimum requirements described in the application. During the initial review, City staff would ensure that the application also includes the required criteria.

Complete submissions would move forward to Phase II. Applications that fail to provide all of the additional submittal requirements would be deemed incomplete and would not move forward to Phase II. There would be no appeal as scoring is based solely on objective criteria.

2. **Phase II (Evaluation and Scoring)** would include the evaluation and scoring of the criteria. Applications would be reviewed and scored, using a merit-based system based on the following weighted-point scale of up to 10 MAXIMUM POINTS:

CATEGORIES	SCALE 1-10 POINTS RANGE	MAXIMUM POINTS ASSIGNED
CATEGORY 1= 40% OF SCORE	10 X 40%	4.0
CATEGORY 2 =25% OF SCORE	10 X 25%	2.5
CATEGORY 3=25% OF SCORE	10 X 25%	2.5
CATEGORY 4 =10% OF SCORE	10 X 10%	1.0
TOTAL MAXIMUM POSSIBLE SCORE		10

- A. **CATEGORY 1- Business Plan** equals 40% (up to 4 Points) of total score: Owner experience, qualifications, budget, capitalization, pro forma, and daily operation procedures.
- B. **CATEGORY 2 - Neighborhood Compatibility Plan** equals 25% (up to 2.5 Points): How the Applicant addresses proactively and responds to complaints to neighborhood nuisances related to noise, light, odor, litter, vehicle, and pedestrian traffic.
- C. **CATEGORY 3 - Preliminary Safety and Security Plan** equals 25% (up to 2.5 Points): Description of planned safety and security measures.
- D. **CATEGORY 4 - Odor Control Plan** equals 10% (up to 1 Points procedures detailing how odor impacts will be mitigated.

3. **In Phase III (Eligibility List)**, after being evaluated and scored through Phase II, Applicants would be ranked from highest to lowest within each license type, in order to establish an eligibility list. This list would be forwarded to the City Manager or designee, who would prepare a Staff Report for the City Council.

4. **In Phase IV (Final Selection)**, the eligibility list and applications for Cannabis Retail Business Registration would be forwarded to the City Council for review and final selection to determine which Applicants are eligible to receive a City of Anoka Cannabis Retail Business Registration. This final selection would occur at a public meeting where Applicants would have the opportunity to address the City Council and answer any additional questions prior to the City Council making a final decision. It is anticipated that these interviews may need to be scheduled for a Special City Council meeting if necessary, in order to provide adequate time for consideration of the final selection. The City Council has the authority to choose from any of the Applicants on the eligibility list.

The City reserves the right to request and obtain additional information from any Applicant who advances to Phase IV.

Policy History

Initially Adopted: enter date XX-XX-XXXX

**ORDINANCE
NO. 1582**

**AN ORDINANCE AMENDING SECTION 1110
OF THE BRAINERD CITY CODE PERTAINING TO
CANNABIS, HEMP, AND RELATED BUSINESSES**

The Council of the City of Brainerd do ordain:

SECTION ONE: Purpose. To establish the procedure for registering cannabis retail businesses licensed by the State.

SECTION TWO: Amendment. Section 1110.9 - Retail Limitations – is amended by adding the following:

Subd. 2. Application and Procedure. Any person desiring to register a cannabis retail business within the City shall make application for the same to the city clerk upon a form provided by the City. Registrations will be processed on a first-come/first-served basis.

SECTION THREE: Effective Date. This ordinance shall take effect and be in force one week from and after its publication.

Adopted this ____ day of _____ 2025

MIKE O'DAY
President of the Council

Approved this ____ day of _____ 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: XXXXX



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Public Hearing and Adopt Resolution - Order Improvement and Order Preparation of Plans - Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project

AGENDA: Main

ACTION REQUESTED: Adopt Resolution

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works Director

ESTIMATED TIME (MIN): 15 Minutes

SUMMARY OF ISSUE: Moore Engineering has sent notice for the published public hearing for Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project. Pursuant the notice of hearing and to continue with the assessment proceedings, the Council must hold a public hearing to consider the improvement and hear testimony for or against the said improvements.

Following the public hearing, if Council adopts the attached resolution that orders the improvement and prepares plans, staff would present final plans at an upcoming Council meeting requesting final approval and authorization to advertise for bids.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project including resurfacing of the following:

- Hawkins Drive
- Joseph Street
- Ronald Street
- Alley between S. 6th and S. 7th Streets from Paul Street to Joseph Street

Moore Engineering staff will be available to answer any questions or concerns the Council may have about the project at the meeting.

RECOMMENDED ACTION/MOTION:

1. Hold the improvement hearing to hear testimony for or against the said improvements.
2. Adopting the attached resolution in which orders the improvement and preparation of the plans.

FINANCIAL IMPACT: N/A

R E S O L U T I O N
NO. _____

**RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS
IMPROVEMENT 23-14 – HAWKINS-RONALD-JOSEPH RESURFACING PROJECT**

WHEREAS, the City Council on the 17th day of March 2025, fixed a date for a Council hearing on the Hawkins-Ronald-Joseph Resurfacing Project, to consider the making of improvements on:

Hawkins Drive from Southwest 4th Street to cul-de-sac
Joseph Street from South 6th Street to South 7th Street
Ronald Street from South 6th Street to South 7th Street
Alley between South 6th Street and South 7th Street from Paul Street to Joseph Street

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 21st day of April 2025, at which all persons desiring to be heard were given an opportunity to be heard thereon,

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, BRAINERD, MINNESOTA:

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council resolution adopted March 17, 2025.
3. Such improvement has no relationship to the comprehensive municipal plan.
4. Moore Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
5. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

Adopted this 21st day of April 2025

MIKE O'DAY
President of the Council

Approved this 22nd day of April 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

EXHIBIT A

IMPACT OF ASSESSMENTS CITY OF BRAINERD IMPROVEMENT NO. 23-14

Available at Hearing Held April 21, 2025

The impact of the improvement is to provide necessary and desirable facilities for public use. The impact of the assessments for the improvement is to make benefited properties and their owners responsible for paying the costs of the improvement over time, not the public at large. The extent of the impact of the assessments depends upon the amount assessed.

A reasonable estimate of the total amount assessed is \$302,343. This is approximately one-half of the street reconstruction costs being assessed, per the City's Assessment Policy. The City reserves the right when actually levying assessments to assess up to the full costs of the improvement, which may exceed estimates available at the time of the hearing on the improvement.

The following is a description of the methodology the city intends to use to calculate individual assessments for affected parcels on Improvement 23-14: Front footage with applicable deductions for side-yards calculated in based on the City's Assessment Policy. The City reserves the right when actually levying assessments to modify or depart from this methodology to the extent the City deems appropriate.

City of Brainerd, Minnesota

Improvement 23-14 – Hawkins-Ronald-Joseph Resurfacing Project

Feasibility Report – Hawkins Drive and Alley Improvements

City of Brainerd, Minnesota

Improvement 23-14 – Hawkins-Ronald-Joseph Resurfacing Project

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Minnesota.



Cavin P. Berube

Date 3/14/2025 Reg. No. 54406

Contents

Contents.....	1
I. General	2
Scope	2
Feasibility.....	2
II. Existing Conditions.....	2
Streets	2
Water System	2
Storm Sewer System	2
III. Proposed Improvements.....	3
IV. Probable Costs	3
V. Preliminary Assessments.....	4
Appendix A: Preliminary Project Maps	
Appendix B: Preliminary Cost Estimates	
Appendix C: Preliminary Assessment Calculations	

I. General

Scope

This report investigates rehabilitation or replacement of deteriorating street sections and the replacement of water main, fire hydrants and gate valves in the City of Brainerd. The project location map for these improvements is in Appendix A.

Feasibility

Having investigated the facts relating to the construction of the proposed improvements, it is my opinion, from an engineering standpoint, that this project is feasible, cost effective, and necessary.

II. Existing Conditions

Streets

The existing street section on Hawkins Drive has deteriorated and needs a mill and overlay to extend the life of the street section. The street surfacing in the alley between Paul Street and Joseph Street, just east of South 6th Street/Minnesota Highway 371B has completely deteriorated and needs to be replaced. There are also major drainage issues within the alley, causing standing water and breakdown of the pavement. The alley has an inadequate pavement section with little or no subsurface drainage to remove water within the roadway section.

Water System

The hydrants and associated gate valves on Hawkins Drive need replacement. The pipes and valves are aging, and the hydrants are past their useful lifespan. The water main in the alley between Paul Street and Joseph Street is past its useful lifespan. The water main consists of cast iron pipe which is susceptible to ruptures and leaks. There are also portions of the water main that have water services that are not buried to the proper depth to prevent freezing as there have been multiple water service lines that have frozen in recent years.

Storm Sewer System

The storm sewer system on Hawkins Drive is in good condition and does not require any attention. The drainage and storm sewer in the alley between Paul Street and Joseph Street is lacking as the surface drainage does not drain properly and there is no storm sewer in the area

to collect the flow. Updates to the elevations and slopes in the alley are required to properly drain the area.

III. Proposed Improvements

The proposed project improvements are shown in the map included in Appendix A. The proposed project includes improvements in the following areas:

- Hawkins Drive – East of SW 4th Street to the cul de sac end
- Alley between Paul Street and Joseph Street – Just east of South 6th Street/MN Highway 371B

The proposed project consists of addressing the water main, hydrants, and gate valves in the proposed project area as well as the streets. In the Hawkins Drive area, the street will be rehabilitated while the alley will be a complete reconstruct along with adding curb and gutter and grading to improve drainage. Existing pavement on Hawkins Drive will be either milled or removed and 2" of asphalt will be paved on top of the existing aggregate base. In areas where the hydrants and valves are replaced, the street section will be replaced to match the current street section. In the alley between Paul Street and Joseph Street, the subgrade will be recompacted and prior to installing 4" of aggregate base, then 2" of asphalt wear course will be installed to finish the street section. The proposed street section will include curb and gutter and grading to properly convey storm flow to low points where it can be collected into the City's storm sewer system.

IV. Probable Costs

The City is working to address the issues within their water, drainage, and street system. Historically, the City has been proactive and financially responsible in the care and maintenance of their infrastructure. The City needs to determine whether they want to upgrade the deteriorated facilities and the deficiencies associated with the systems or continue to maintain the deteriorated systems. The alternatives described are only a portion of the options that the City is pursuing. The purpose of this report is to enable the City to make an informed and responsible decision regarding the rehabilitation or replacement of their deteriorated utility and

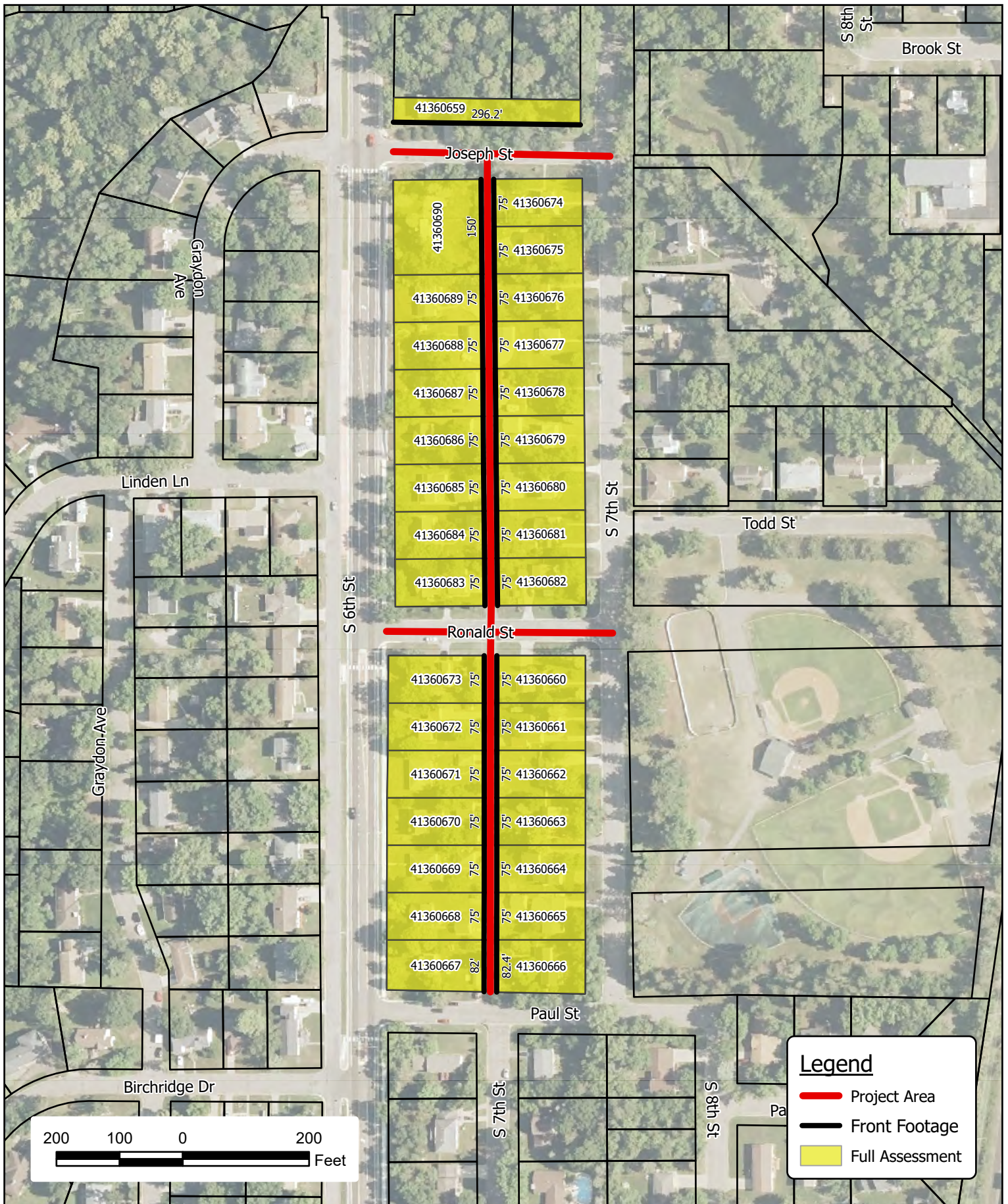
street systems. A utility project addressing various issues throughout the water, drainage, and street systems is being considered which will repair the pressing issues as described in detail in Section II of this report. Three different options were evaluated as part of this report. Those options are Do Nothing, repair the existing water, drainage and street system by a combination of open cut replacement and rehabilitation, or complete replacement of all water, drainage, and street systems in the project areas. Due to the condition of the utilities and streets, as well as the potential cost of replacement/rehabilitation vs full replacement, it is recommended that the City replace the utilities in the project area via the replacement and rehabilitation option. Overall project costs are included in Appendix B.

V. Preliminary Assessments

As discussed earlier in this report, the City has historically been proactive in the repair and replacement of their existing utility systems. Taking that into consideration, the City does not have entire utility and street systems that need to be replaced at one time. This allows for a targeted approach to repairing specific deficiencies as they present themselves. Preliminary assessment estimates have been included in Appendix C.

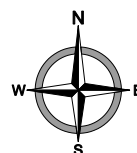
Appendix A

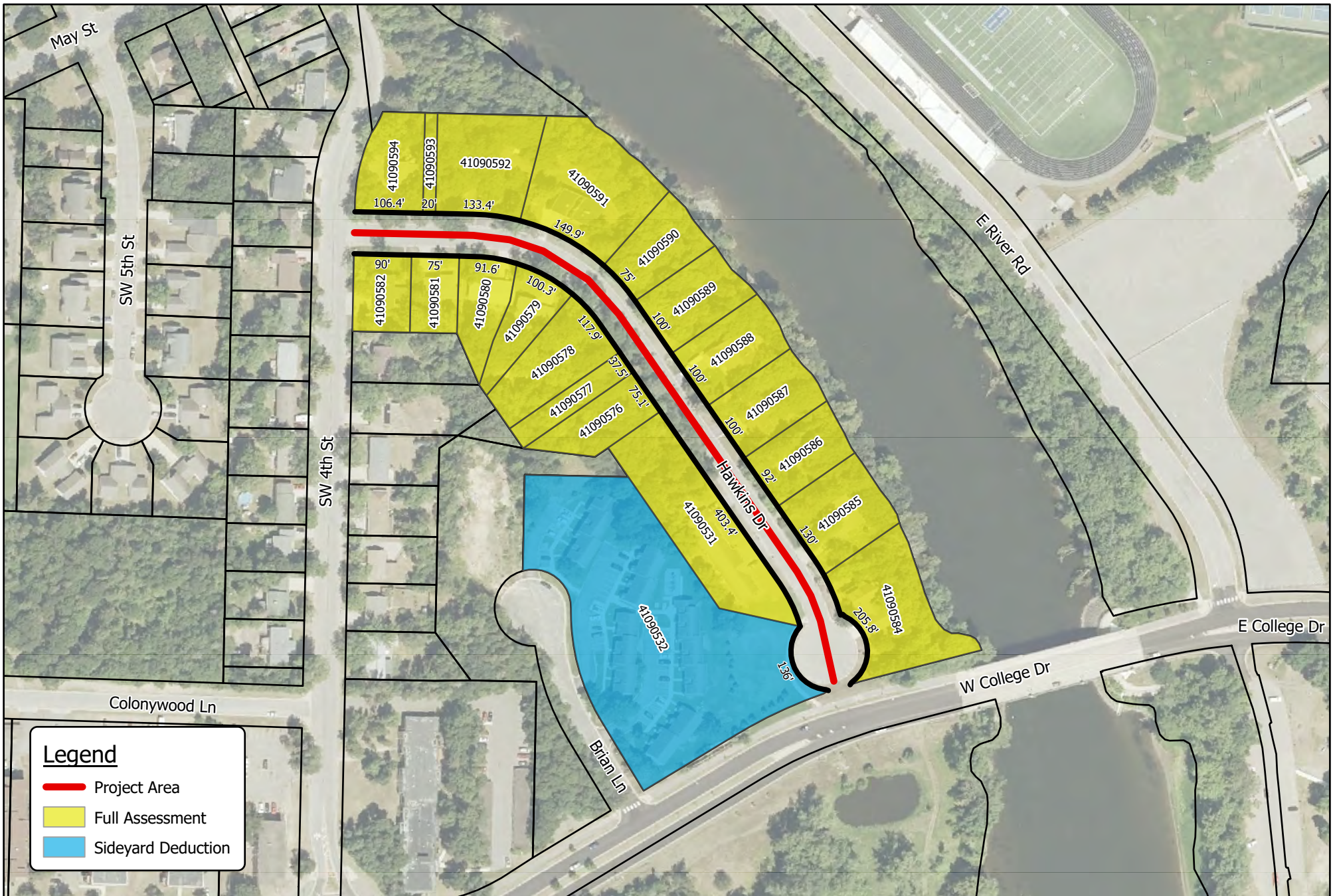
Preliminary Project Maps



**ASSESSMENT MAP
ALLEY RESURFACING PROJECT
BRAINERD, MINNESOTA**

Created By: KMV Date Created: 03/10/25 Date Saved: 03/14/25 Date Exported: 03/14/25
 Plotted By: kyle.volk Parcel Date: 02/05/25 Aerial Image: 2023 County NAIP SIDS Elevation Data: N/A
 Horizontal Datum: NAD 1983 HARN Adj MN Crow Wing Feet Vertical Datum: NAVD1988
 T:\BaseData\MN\County\Crow Wing\10_ArcPro\Crow_Wing_County_Map\Crow_Wing_County_Map.aprx



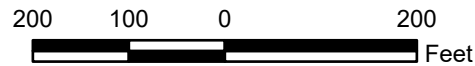
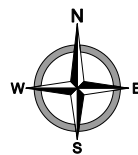


Legend

- Project Area
- Full Assessment
- Sideyard Deduction

ASSESSMENT MAP HAWKINS DRIVE RESURFACING PROJECT BRainerd, MINNESOTA

Created By: KMW Date Created: 03/10/25 Date Saved: 03/13/25 Date Exported: 03/14/25
 Plotted By: kyle.volk Parcel Date: 02/05/25 Aerial Image: 2023 County NAIP SIDS Elevation Data: N/A
 Horizontal Datum: NAD 1983 HARN Adj MN Crow Wing Feet Vertical Datum: NAVD1988
 T:\BaseData\MN\County\Crow Wing\10_ArcPro\Crow_Wing_County_Map\Crow_Wing_County_Map.aprx



Appendix B

Engineer's Preliminary Opinion of Probable Cost

**Hawkins Drive and Alley Improvements
Utility and Street Improvements
Brainerd, MN**

Engineer's Preliminary Opinion of Probable Cost

BID ITEM NO. & DESCRIPTION			UNIT	QUANTITY	UNIT PRICE	TOTAL
Base Bid						
1.	24200	Removal of Gate Valve	EA	15	\$500.00	\$7,500.00
2.	24200	Removal of Hydrant	EA	5	\$750.00	\$3,750.00
3.	2215.504	Full Depth Reclamation	SY	5,100	\$3.50	\$17,850.00
4.	2232.504	Mill Bituminous Surface (2.0")	SY	5,000	\$2.75	\$13,750.00
5.	2104.503	Remove Concrete Curb	LF	450	\$5.00	\$2,250.00
6.	2104.504	Remove Bituminous Driveway Pavement	SY	225	\$10.00	\$2,250.00
7.	2104.504	Remove Sidewalk	SY	25	\$25.00	\$625.00
8.	2104.504	Remove Concrete Driveway Pavement	SY	750	\$12.00	\$9,000.00
9.	2104.507	Remove Aggregate	CY	15	\$10.00	\$150.00
10.	331413	Water Main - 6"	LF	2,000	\$100.00	\$200,000.00
11.	331417	Curb Stop & Box - 1"	EA	26	\$1,000.00	\$26,000.00
12.	331417	Water Service Connection - 1"	EA	26	\$1,000.00	\$26,000.00
13.	331417	Water Service Line - 1"	LF	300	\$45.00	\$13,500.00
14.	331419	Gate Valve & Box - 6"	EA	20	\$3,750.00	\$75,000.00
15.	331419	Hydrant - 6"	EA	10	\$5,500.00	\$55,000.00
16.	330597	Trace Wire System	L SUM	1	\$5,000.00	\$5,000.00
17.	12000	Mobilization	L SUM	1	\$40,000.00	\$40,000.00
18.	15000	Storm Water Management	L SUM	1	\$10,000.00	\$10,000.00
19.	2112.604	Stabilizing Aggregate	CY	160	\$35.00	\$5,600.00
20.	2105.504	Rock Bedding	CY	160	\$40.00	\$6,400.00
21.	2211.507	Aggregate Base (Cv) Class 5	CY	650	\$32.00	\$20,800.00
22.	2531.503	Concrete Curb & Gutter Design S518	LF	1,760	\$40.00	\$70,400.00
23.	2531.503	Concrete Curb & Gutter Design B618	LF	320	\$45.00	\$14,400.00
24.	2360.509	Type Sp 9.5 Wearing Course Mix	TON	1,125	\$120.00	\$135,000.00
25.	2531.504	4" Concrete Driveway Pavement	SY	750	\$20.00	\$15,000.00
26.	2118.507	Aggregate Surfacing (Cv) Class 5	CY	15	\$40.00	\$600.00
27.	2521.518	4" Concrete Walk	SF	25	\$50.00	\$1,250.00
28.	2572.602	Tree Pruning	EA	5	\$500.00	\$2,500.00
29.	2572.602	Plant Pruning	EA	60	\$200.00	\$12,000.00
30.	2575.501	Turf Establishment	LS	1	\$7,500.00	\$7,500.00
Construction Subtotal						\$799,075.00
Contingencies						\$160,925.00
Study & Report						\$11,000.00
Design and Cost Estimating						\$30,000.00
Construction Engineering						\$30,000.00
Construction Surveying						\$9,000.00
Permits - Minnesota Department of Health						\$1,000.00
Advertising & Publishing						\$1,500.00
Legal Fees						\$2,500.00
Special Assessments (Attorney & Publishing)						\$10,000.00
Soil Borings & Geotechnical Report						\$5,000.00
TOTAL PROJECT COST						\$1,060,000.00

Appendix C

Preliminary Assessment Calculations

Hawkins Drive Properties						
OBJECTID	PIN	Assessment Category	Front Footage	Sideyard Footage	Footage Assessed	Total Assessment
1	41090531	Full Assessment	403.4	N/A	403.4	\$19,604.63
2	41090532	Sideyard Deduction	136	330	136	\$6,609.39
3	41090576	Full Assessment	75.1	N/A	75.1	\$3,649.75
4	41090577	Full Assessment	37.5	N/A	37.5	\$1,822.44
5	41090578	Full Assessment	117.9	N/A	117.9	\$5,729.76
6	41090579	Full Assessment	100.3	N/A	100.3	\$4,874.43
7	41090580	Full Assessment	91.6	N/A	91.6	\$4,451.62
8	41090581	Full Assessment	75	N/A	75	\$3,644.89
9	41090582	Full Assessment	90	N/A	90	\$4,373.86
10	41090584	Full Assessment	205.8	N/A	205.8	\$10,001.57
11	41090585	Full Assessment	130	N/A	130	\$6,317.80
12	41090586	Full Assessment	92	N/A	92	\$4,471.06
13	41090587	Full Assessment	100	N/A	100	\$4,859.85
14	41090588	Full Assessment	100	N/A	100	\$4,859.85
15	41090589	Full Assessment	100	N/A	100	\$4,859.85
16	41090590	Full Assessment	75	N/A	75	\$3,644.89
17	41090591	Full Assessment	149.9	N/A	149.9	\$7,284.91
18	41090592	Full Assessment	133.4	N/A	133.4	\$6,483.04
19	41090593	Full Assessment	20	N/A	20	\$971.97
20	41090594	Full Assessment	106.4	N/A	106.4	\$5,170.88
			Total Front Footage	Total Sideyard Footage	Total Assessable Footage	
Total			2339.3	330	2339.3	\$113,686.45
Preliminary Assessable Amount			\$113,686.45	\$48.60 Cost/FT		

Alley Properties						
OBJECTID	PIN	Assessment Category	Front Footage	Sideyard Footage	Footage Assessed	Total Assessment
21	41360659	Full Assessment	296.2	N/A	296.2	\$18,747.91
22	41360660	Full + Sideyard	75	140	145	\$9,177.74
23	41360661	Full Assessment	75	N/A	75	\$4,747.11
24	41360662	Full Assessment	75	N/A	75	\$4,747.11
25	41360663	Full Assessment	75	N/A	75	\$4,747.11
26	41360664	Full Assessment	75	N/A	75	\$4,747.11
27	41360665	Full Assessment	75	N/A	75	\$4,747.11
28	41360666	Full Assessment	82.4	N/A	82.4	\$5,215.49
29	41360667	Full Assessment	82	N/A	82	\$5,190.17
30	41360668	Full Assessment	75	N/A	75	\$4,747.11
31	41360669	Full Assessment	75	N/A	75	\$4,747.11
32	41360670	Full Assessment	75	N/A	75	\$4,747.11
33	41360671	Full Assessment	75	N/A	75	\$4,747.11
34	41360672	Full Assessment	75	N/A	75	\$4,747.11
35	41360673	Full + Sideyard	75	140	145	\$9,177.74
36	41360674	Full + Sideyard	75	140	145	\$9,177.74
37	41360675	Full Assessment	75	N/A	75	\$4,747.11
38	41360676	Full Assessment	75	N/A	75	\$4,747.11
39	41360677	Full Assessment	75	N/A	75	\$4,747.11
40	41360678	Full Assessment	75	N/A	75	\$4,747.11
41	41360679	Full Assessment	75	N/A	75	\$4,747.11
42	41360680	Full Assessment	75	N/A	75	\$4,747.11
43	41360681	Full Assessment	75	N/A	75	\$4,747.11
44	41360682	Full + Sideyard	75	140	70	\$4,430.63
45	41360683	Full + Sideyard	75	140	70	\$4,430.63
46	41360684	Full Assessment	75	N/A	75	\$4,747.11
47	41360685	Full Assessment	75	N/A	75	\$4,747.11

48	41360686	Full Assessment	75	N/A	75	\$4,747.11
49	41360687	Full Assessment	75	N/A	75	\$4,747.11
50	41360688	Full Assessment	75	N/A	75	\$4,747.11
51	41360689	Full Assessment	75	N/A	75	\$4,747.11
52	41360690	Full + Sideyard	150	140	220	\$13,924.85
			Total Front Footage	Total Sideyard Footage	Total Assessable Footage	
Totals			2,710.60	840.00	2980.6	\$188,656.38
Preliminary Assessable Amount			\$188,656.38	\$63.29 Cost/FT		



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Consider Conditional Use Permit for the Construction of a Church - 1511 Northern Pacific Rd (1481 location)

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Mike Higgins has submitted a request on behalf of Northern Pacific Center, 1511 Northern Pacific Rd, Brainerd for a Conditional Use Permit for the construction of a church in an existing building at 1481 Northern Pacific Rd.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission considered the request held a public hearing at their meeting on April 16th. The motion coming out of the meeting was as follows:

Moved and seconded by Commissioners Petersen and Erickson to recommend approval of the Conditional Use Permit for the construction of a church at 1511 Northern Pacific Rd (1481 location) as presented. Member Higgins recused himself from voting. All other members voted "aye". The Chair declared the motion carried.

RECOMMENDED ACTION/MOTION:

Recommend approval of the Conditional Use Permit request for 1511 Northern Pacific Rd for the construction of a church at 1481 Northern Pacific Rd as presented.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: April 16th, 2025

RE: Consider Conditional Use Permit to Allow for the Construction of a Church –
1511 Northern Pacific Rd (addressed as 1481)

INTRODUCTION

Mike Higgins on behalf of Northern Pacific Center, 1511 Northern Pacific Rd, Brainerd, has applied for a Conditional Use Permit (CUP) for the construction of a church in an existing building at 1481 Northern Pacific Center Rd.

Parcel Number: 41300557

Zoning District: NPC-PUD District (Town Center (TC) District)

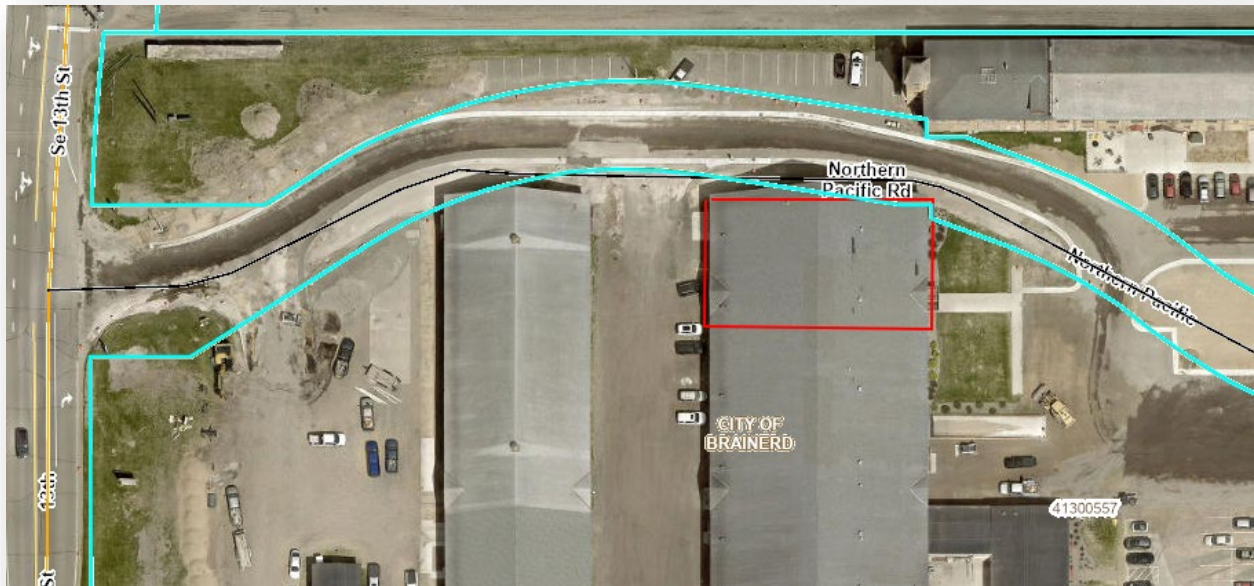
Property Area: 45.81 Acres

Church Area: 7,960 SQFT

Adjacent Uses: North: Railroad
East: Vacant Property
South: Residential
West: Vacant Property

Adjacent Zoning: North: TC (Town Center)
East: PSP (Public/Semi Public)
South: Traditional Neighborhood 1 (TN-1) District
West: TC (Town Center)

AERIAL MAP



FINDINGS OF FACT

1. The property at 1511 Northern Pacific Rd, Brainerd, MN 56401 is in the NPC-PUD District and the underlying zoning district governing the standards and uses of the property is the TC (Town Center) District, and Zoning Ordinance [Section 513-3 Appendix A Table of Uses](#) allows for places of worship & related buildings as a conditional use in the TC District.
2. There are no use specific regulations for churches and related buildings in Section 515-3 Allowed Uses of the Zoning Code.
3. **Criteria for Granting Conditional Use Permits.** In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.
 - A. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on Appendix A: Table of Uses.
 - i. *Zoning Ordinance 515-3 Allowed Uses. Appendix A: Table of Uses allows for places of worship & related buildings with a conditional use permit in the TC District.*
 - B. The proposed use meets the regulations and standards established in this Ordinance.
 - i. *The proposed use meets all requirements established in this Ordinance and there are no use specific regulations for churches and related buildings.*

- C. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
 - i. *The Building Official and Fire Marshal have reviewed the site plan and have no issues at this time. A full building and fire code review will be conducted before issuance of the building permit.*
- D. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
 - i. *This use will be located on an existing property and will be consistent with its surroundings. There are no plans to alter the exterior of the building.*
- E. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
 - i. *The applicant proposes no changes to the parcel exterior.*
- F. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
 - i. *The proposed use will not significantly increase vehicle traffic. The Northern Pacific Center is an event center that can accommodate a significant number of vehicles.*
- G. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the [Comprehensive Plan](#).
 - i. Economic Development Goal 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth.
 - 1. *Policy 1: Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.*

4. **Section 515-2.B.7 Conditions.** In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses. Such conditions may include, but are not limited to, the following:

- A. Increasing the required lot size or yard setback dimension.
- B. Limiting the height, size, or location of buildings.
- C. Regulating ingress and egress to the property and the proposed structures thereon with particular references to vehicle and pedestrian safety and convenience, traffic flow and control, and access in case of fire or another catastrophe.
- D. Regulating the street width.
- E. Increasing the number of required off-street parking spaces.
- F. Limiting the number, size, location, or lighting of signs.
- G. Requiring a berm, fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
- H. Requiring dedication of some open or green space.

- I. Regulating the appearance of the facilities or site so that they are harmonious with the neighborhood and City.

As of this writing, no party has contacted the Community Development Department for more information on the Conditional Use Permit application.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the Conditional Use Permit for 1511 Northern Pacific Center Rd.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307

www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

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

PROPERTY ADDRESS: 1481 Northern Pacific Rd Brainerd, MN 56401

LEGAL DESCRIPTION: Lot(s): 1 Block: 1 Addition: Parcel ID # 41300557
(attach description if lengthy)

Property Owner Name: Northern Pacific Center LLC / Mike Higgins

Street Address: 1511 Northern Pacific Rd City: Brainerd State: MN Zip Code: 56401

Phone Number: 989-429-2006 Fax: _____ E-mail: mikeh@northernpacificcenter.com

Applicant Name: (If different than Property Owner) _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

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

Description of Request:

We would like to have a church on the Northern Pacific Center property.

Property Owner Signature

3/18/25
Date

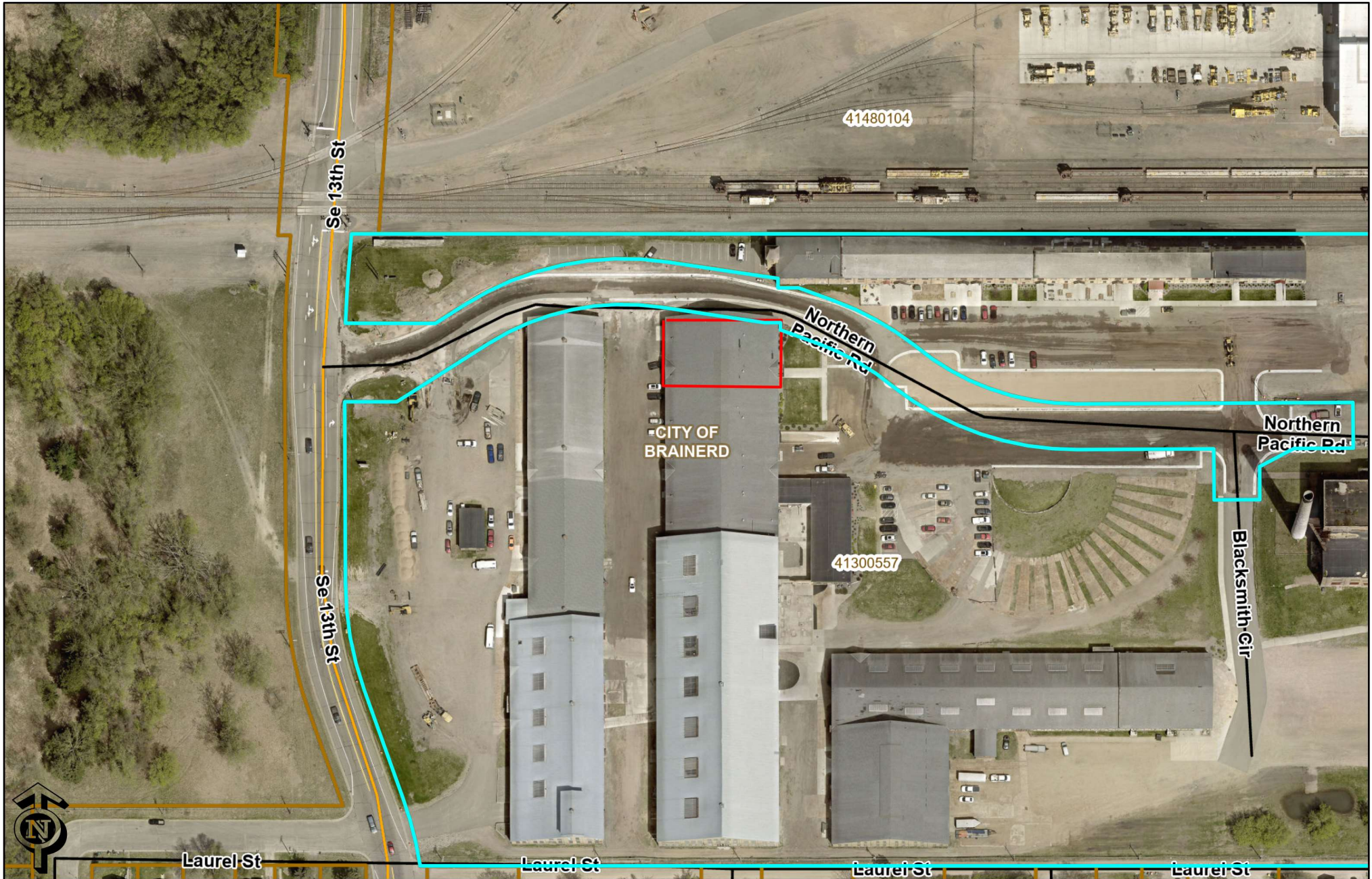
(Please print name)

Applicant Signature

Date

(Please print name)

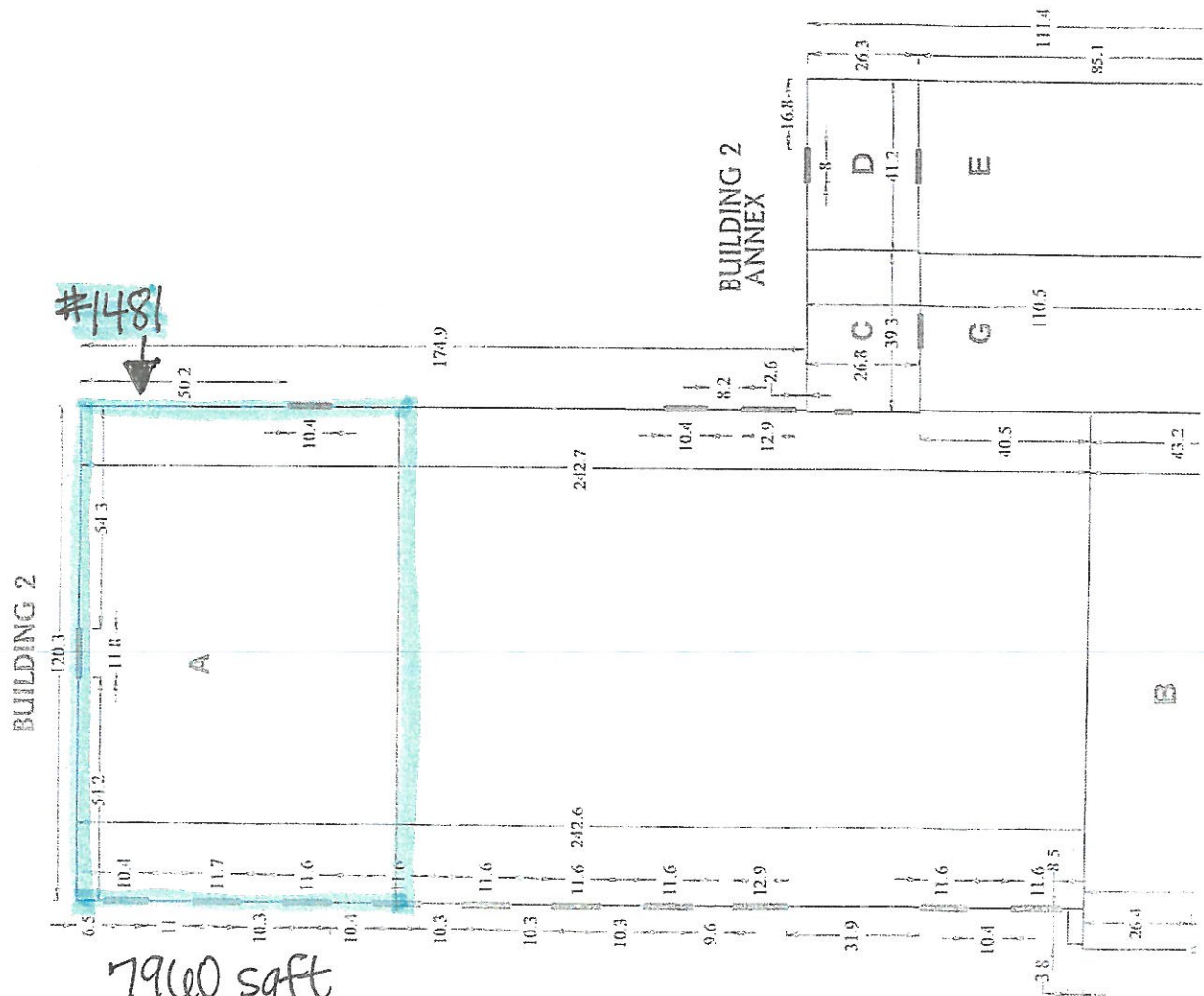
(OVER)



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Date: 3/19/2025 Time: 9:22 AM

7960 sqft



NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Mike Higgins, on behalf of Northern Pacific Center, 1511 Northern Pacific Rd, Brainerd has submitted a request for a Conditional Use Permit to allow for the construction of a church in an existing building at 1481 Northern Pacific Rd. The property included in this application is described as:

LOT 1 BLOCK 1 NORTHERN PACIFIC PLAT
Parcel #: 41300557

The NPC-PUD's underlying zoning district governing the standards and uses of the property is the TC (Town Center) District, and Zoning Ordinance Section 513-3 Appendix A Table of Uses allows for places of worship & related buildings as a conditional use in the TC District. A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Planning Commission at 6:00 p.m. Wednesday, April 16th, 2025 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Conditional Use Permit request.

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

Dated this 2nd day of April, 2025



James L. Kramvik
Community Development Director

Publication Date: April 5th, 2025



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: Consider Conditional Use Permit for Expansion of Adult Day Care Services - 1919 S 6th St

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community
Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Michael Burke, on behalf of Productive Alternatives, has submitted an application for an interior remodel and Conditional Use Permit to allow for the expansion of adult day care services at 1919 S 6th St. The tenant has proposed a tenant expansion to provide care services to more clients.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission considered this request and held a public hearing at their meeting on April 16th. The motion coming out of the meeting was as follows:

Moved and seconded by Commissioners Erickson and Higgins, duly carried, to recommend approval of the Conditional Use Permit for 1919 S. 6th St, Brainerd as presented. (Option 1)

RECOMMENDED ACTION/MOTION:

Recommend approval of the Conditional Use Permit request at 1919 S 6th St for the expansion of adult day care services as presented.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: April 16th, 2025

RE: Consider Conditional Use Permit for the Expansion of Adult Day Program Services - 1919 S 6th St.

REQUEST

PUBLIC HEARING. Conditional Use Permit to expand the adult day program services with an interior expansion for 1919 S 6th St. The property included in this application is described and addressed as 1914 S 7th St.

Michael Burke, on behalf of Productive Alternatives, has submitted an application for an interior remodel and conditional use permit to allow for the expansion of services.

CONTEXT

Parcel Number: 41360878

Zoning District: General Commercial (GC) District

Property Area: 56,052 SQFT incl parking lot

Adjacent Uses: North: Offices
East: Evangelical Lutheran Good Samaritan
South: Offices
West: Residential

Adjacent Zoning: North: General Commercial (GC) District
East: General Commercial (GC) District
South: General Commercial (GC) District
West: Contemporary Neighborhood-Two (CN-2) District

AERIAL MAP



FINDINGS OF FACT – CONDITIONAL USE PERMIT

1. The property at 1914 S. 7th Street is located in a GC (General Commercial) District and Zoning Ordinance Section 515-3 (Allowed Uses) [Appendix A: Table of Uses](#) permits day care facilities as a conditional use in the (GC) District.

According to [Section 515-6 Rules and Definitions](#): Day Care Facility: A facility licensed by the State Department of Human Services, public or private, which for gain or otherwise regularly provides one or more persons, as defined by the State Human Services Licensing Act, with care, training, supervision, habilitation, rehabilitation, or developmental guidance on a regular basis, for periods of less than 24 hours per day, in a place other than the person's own home. Day care facilities include but are not limited to: family day care homes, group family day care homes, day care centers, day nurseries, nursery schools, developmental achievement centers for children, day training and rehabilitation services for adults, day treatment programs, adult day care centers, and day services.

2. According to [Section 515-3-16 Commercial Day Care Facilities](#). Adult day care facilities shall be allowed as a principal use, provided that the day care facilities meet all the applicable provisions of this Section:
 - a. [Lot Requirements and Setbacks](#). The proposed site for a day care facility must have a minimum lot area as required by the applicable Base Zoning District in which it is located and as determined by the Minnesota Department of Health and Human Services. The City Council may increase the required lot area in those cases where

such an increase is considered necessary to ensure compatibility of activities and maintain the health, safety, and general welfare of the public. The day care facility must meet the minimum setback requirements of the respective Base Zoning District. The City Council may increase setback requirements if considered necessary to ensure compatibility.

- i. *The applicant has proposed a tenant expansion not a building addition.*
- ii. *The current building meets all setback and lot requirements of the [GC District according to Table 515-2-13.1. GC Dimensional Standards – Density, Lot Size, Coverage and Height Standards.](#)*
 1. *30' front yard setback requirement - Building is approximately 75' from front property line.*
 2. *20' side yard setback requirement – Building is approximately 57' and 110' from the side yard property lines.*
 3. *20' rear yard setback requirement – Building is approximately 100' from the rear property line.*
- b. Sewer and Water. All day care facilities shall have access to municipal sewers and water or have adequate private sewers and water to protect the health and safety of all persons who occupy the facility.
 - i. *The building is connected to city sewer and water.*
- c. Screening. A day care facility shall provide screening along any shared property boundaries, regardless of adjacent use.
 - i. *There are no outdoor play areas. This section pertains to the screening of outdoor storage items.*
- d. Parking. There shall be off-street parking located separately from any outdoor play area and must comply with all applicable standards.
 - i. *The building has sufficient off-street parking for all tenants and has no outdoor play area.*
- e. Loading. Off-street loading spaces must be provided.
 - i. *The existing parcel is set up with a loading zone that facilitates drop-off and pickup.*
- f. Signage. All signing and informational or visual communication devices shall be in compliance with the provisions of Section [515-3-35] of this Ordinance.
 - i. *No signage is currently proposed in the plan documents submitted to the community development department at this time. Future signage requires a permit and will adhere to the regulations of Section 515-3-37.*
- g. Compliance with State Requirements. The building and operation shall be in full compliance with State of Minnesota, Department of Health and Human Services regulations and be licensed accordingly.
 - i. *The operation of the facility regardless of location is dependent on the issuance of a certificate of occupancy which is not issued unless the business can demonstrate adherence to all state Department of Health and Human Services standards. Thus, their licensing and compliance will be met before any operations occur at the proposed parcel.*

3. **Criteria for Granting Conditional Use Permits.** In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.
- a. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on Appendix A: Table of Uses.
 - i. *In accordance with the City of Brainerd Zoning Code Table of Uses a day care facility is a conditional use for 1914 S 7th St, located in the GC Zoning District.*
 - b. The proposed use meets the regulations and standards established in this Ordinance.
 - i. *The proposed improvement meets all use specific regulations as required by Section 515-3 of the Zoning Code.*
 - c. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
 - i. *The proposed daycare facility expansion will not be dangerous, injurious, or noxious to any other property or persons. The applicant has not proposed any exterior improvements.*
 - d. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
 - i. *The plans as presented demonstrate no changes to the orientation of the building or landscaping that would constitute the existing building failing to conform to the code.*
 - e. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
 - i. *The submitted plans include no changes to the existing building's visual impression thus retaining its consistency with the neighborhood.*
 - f. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
 - i. *The 97 parking spaces and loading zone will accommodate the traffic presented by this use.*
 - g. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the [Comprehensive Plan](#).
 - i. *Land Use - GOAL 3: Support and invest in the incremental enhancements of quality of life. Policy 2: Encourage and attract stores and services for the daily needs of our community.*
 - 1. *Adult day services provide an important need for the community.*
 - ii. *Economic Development – GOAL 1 : Support infill and redevelopment throughout Brainerd as a strategic component of growth. Policy 1: Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.*
 - 1. *This property is an existing fixture in its neighborhood that has access to all city utilities.*

4. **Section 515-2.B.7 Conditions.** In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses. Such conditions may include, but are not limited to, the following:
- a. Increasing the required lot size or yard setback dimension.
 - b. Limiting the height, size, or location of buildings.
 - c. Regulating ingress and egress to the property and the proposed structures thereon with particular references to vehicle and pedestrian safety and convenience, traffic flow and control, and access in case of fire or another catastrophe.
 - d. Regulating the street width.
 - e. Increasing the number of required off-street parking spaces.
 - f. Limiting the number, size, location, or lighting of signs.
 - g. Requiring a berm, fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
 - h. Requiring dedication of some open or green space.
 - i. Regulating the appearance of the facilities or site so that they are harmonious with the neighborhood and City.

As of this writing, no parties have contacted the Community Development Department for more information on the Conditional Use Permit application for the proposed commercial daycare facility at 1914 S 7th St.

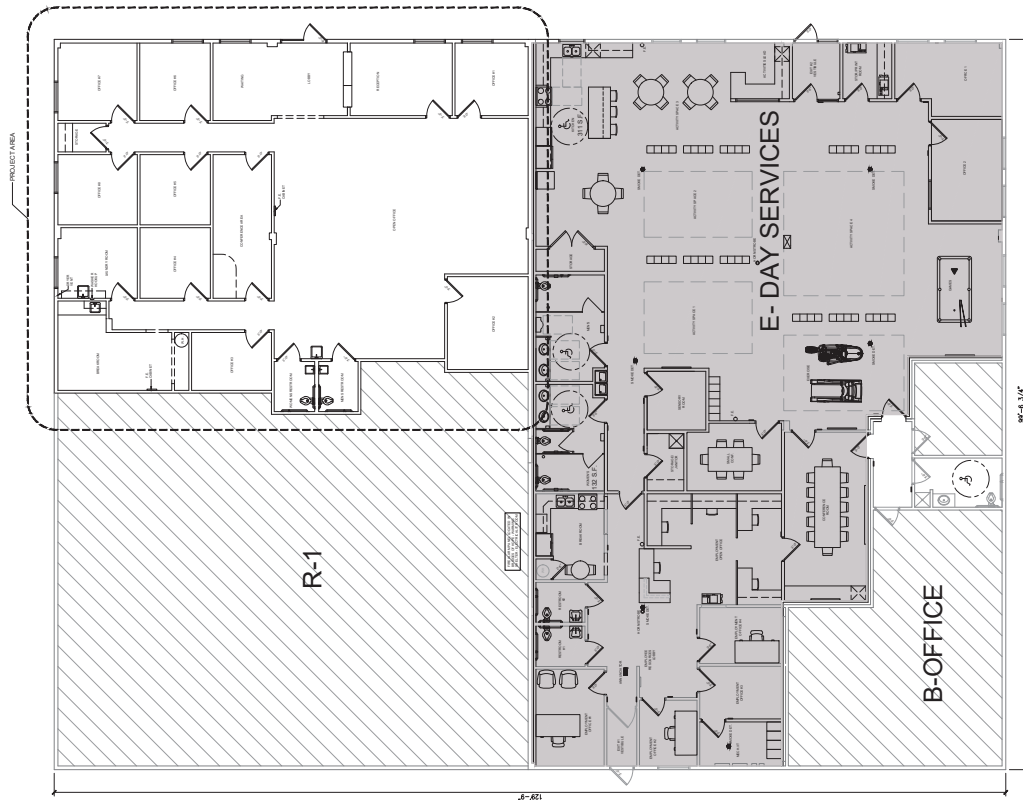
STAFF RECOMMENDATION

Option 1: Recommend approval of the CUP as presented.

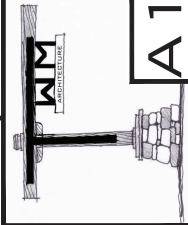
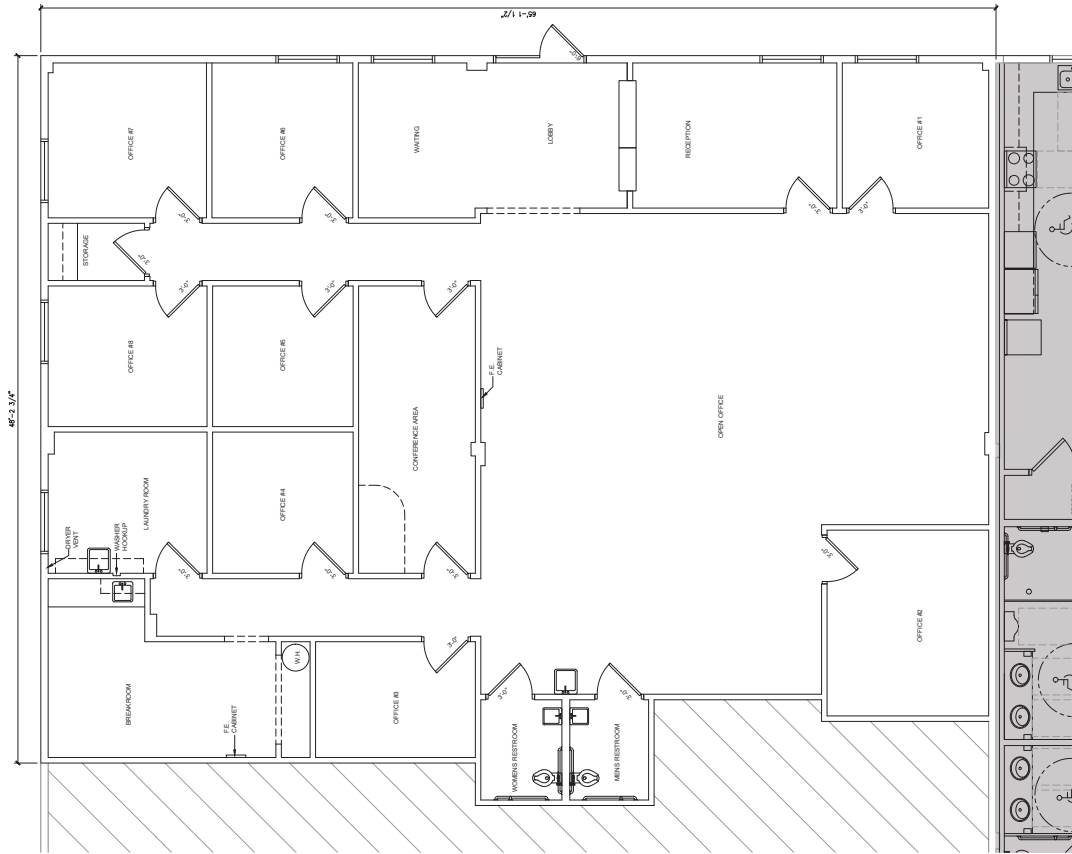
Option 2: As the Minnesota Department of Human Services regulates the operations of day care facilities and Productive Alternatives meets all the other requirements set by City Ordinance, staff recommends approval of the CUP amendment without any future occupancy limitations to the existing building related to the CUP.

Note: Exterior improvements or additions may require a CUP amendment and final occupancy is set by the Fire Marshal.

1 EXISTING OVERALL FLOOR PLAN
1/8" = 1'-0" (ON 24 X 36 PAPER)



2 ENLARGED EXISTING FLOOR PLAN (PROJECT AREA)
1/4" = 1'-0" (ON 24 X 36 PAPER)



PRODUCTIVE ALTERNATIVES

1919 SOUTH 6TH STREET
BRAINERD, MN

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

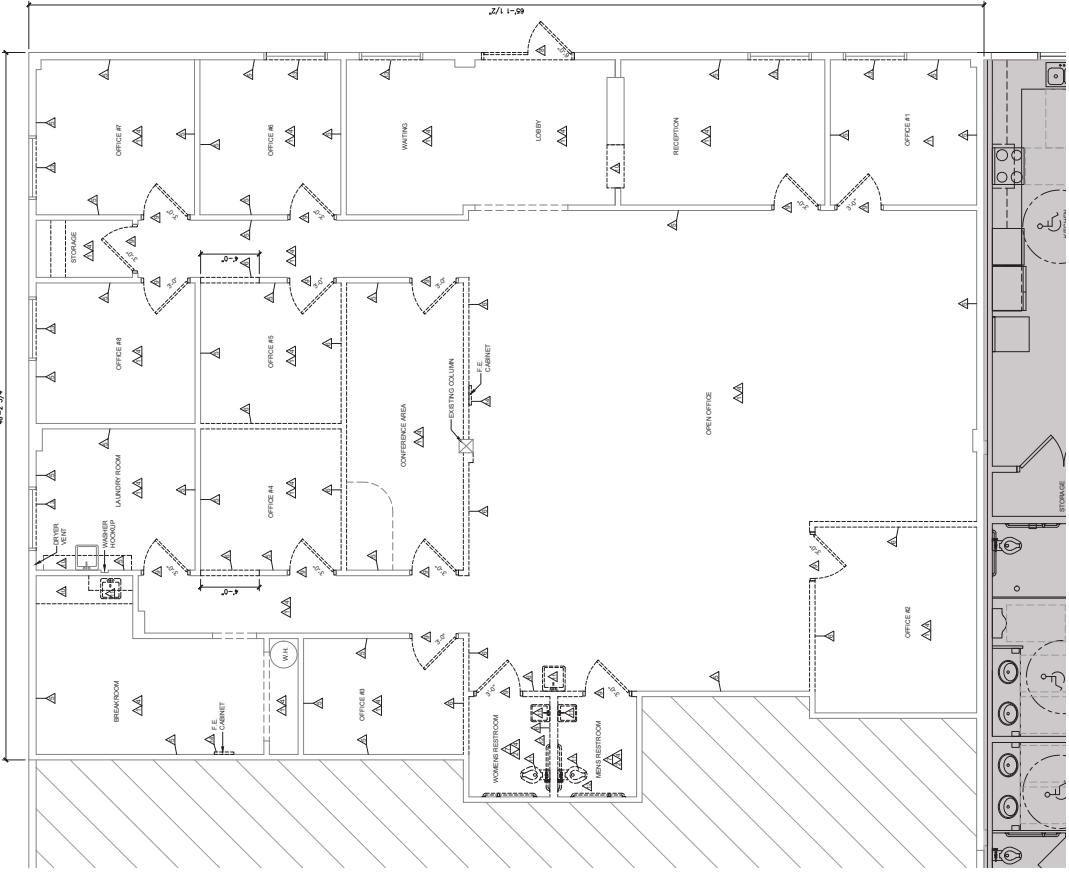
TRAVIS MILLER

DATE: 3-24-25

LIC. # 45743

3-24-25

1 DEMO FLOOR PLAN
1/8" = 1'-0" (ON 24 X 36 PAPER)



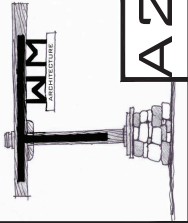
DEMOLITION KEY

- △ REMOVE EXISTING CABINET
- △ REMOVE EXISTING C/CT
- △ REMOVE EXISTING CASE WORK
- △ REMOVE EXISTING LAMINATE TRIM
- △ REMOVE EXISTING LAMINATE
- △ REMOVE EXISTING WOOD PANELING
- △ REMOVE EXISTING WALL
- △ REMOVE EXISTING RECEPTION ACCESSORIES
- △ REMOVE EXISTING EXTERIOR DOOR ASSEMBLY
- △ REMOVE EXISTING INTERIOR DOOR ASSEMBLY
- △ REMOVE EXISTING CASE WORK
- △ REMOVE EXISTING LAMINATE FURNITURE
- △ CLIP & REMOVE EXISTING CONCRETE FOR NEW PLUMBING/ELECTRICAL PENETRATIONS
- △ REMOVE EXISTING FINISHING
- △ REMOVE EXISTING EXTERIOR FIRE EXTINGUISHER CABINET

NOTES:
1. VERIFY ALL DIMENSIONS, COORDINATE WITH MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTORS.
2. VERIFY ALL DIMENSIONS, COORDINATE WITH MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTORS.
3. VERIFY ALL DIMENSIONS, COORDINATE WITH MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTORS.
4. REMOVE ALL WOOD PANELING, TAKE CARE NOT TO DAMAGE GYP-SUM BOARDING, VERIFY TYPES & THICKNESSES OF GYP-SUM BOARD TO BE REMOVED, REMOVE ALL WOOD PANELING.
5. DESIGN AND ELECTRICAL CONTRACTOR TO COORDINATE LOCATION OF ALL NEW ELECTRICAL PENETRATIONS TO RECESSED FLOOR BOXES.

PRODUCTIVE ALTERNATIVES
1919 SOUTH 6TH STREET
BRainerd, MN

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY LICENSED ARCHITECTURE UNDER THE LAWS OF THE STATE OF MINNESOTA
TRAVIS MILLER
DATE: 3-24-25
LIC. # 45743



A2

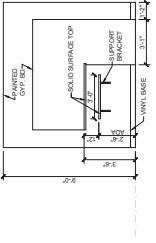
1 REFLECTED CEILING PLAN
1/4" = 1'-0" (ON 24 X 36 PAPER)



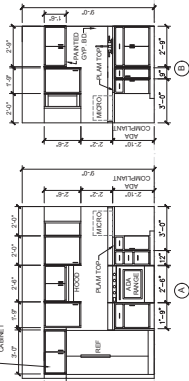
REFLECTED CEILING PLAN GENERAL NOTES:

- 1. PROVIDE NEW A.C.T. & GRID (MATCH EXISTING HEIGHT, APPROX. 9'-0")
- 2. PROVIDE NEW 1 HOUR FIRE RATED A.C.T. & GRID (MATCH EXISTING HEIGHT, APPROX. 9'-0")
- 3. REFLECTED CEILING PLAN GENERAL NOTES:
- 4. SEE DESIGN/BUILD ELECTRICAL AND MECHANICAL PLANS FOR LIGHT FIXTURE AND DIFFUSER LOCATIONS.
- 5. MATCH EXISTING CEILING HEIGHTS. COORDINATE WITH ELECTRICAL AND MECHANICAL SYSTEMS.
- 6. REFLECTED CEILING BACKGROUND PROVIDED FOR DESIGN/BUILD ELECTRICAL & MECHANICAL CONTRACTORS USE AS REFERENCE.

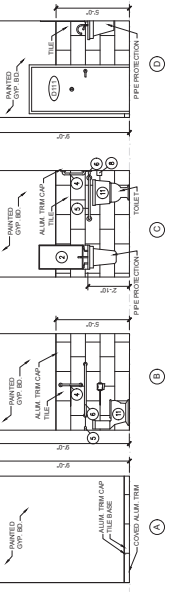
6 RECEPTION DESK ELEV.
1" = 1'-0" (ON 24 X 36 PAPER)



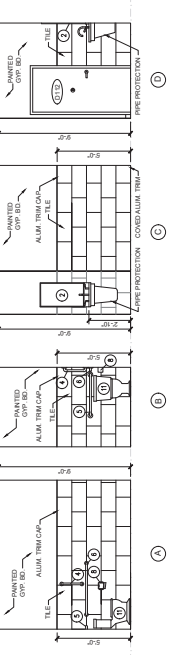
4 BREAK ROOM ELEVATIONS
1" = 1'-0" (ON 24 X 36 PAPER)



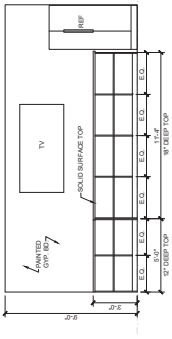
3 WOMEN'S RESTROOM ELEVATIONS
1" = 1'-0" (ON 24 X 36 PAPER)



2 MEN'S RESTROOM ELEVATIONS
1" = 1'-0" (ON 24 X 36 PAPER)



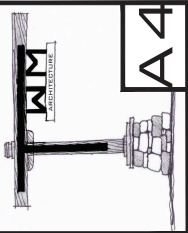
5 CONFERENCE ROOM ELEV.
1" = 1'-0" (ON 24 X 36 PAPER)



ITEM	DESCRIPTION	MFR.	MFR. NUMBER	FINISH	REMARKS
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2	SINK	SINK			
3	MIRROR	MIRROR			
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79	TOILET	TOILET			
80	SINK	SINK			
81	MIRROR	MIRROR			
82	TOILET	TOILET			
83	SINK	SINK			
84	MIRROR	MIRROR			
85	TOILET	TOILET			
86	SINK	SINK			
87	MIRROR	MIRROR			
88	TOILET	TOILET			
89	SINK	SINK			
90	MIRROR	MIRROR			
91	TOILET	TOILET			
92	SINK	SINK			
93	MIRROR	MIRROR			
94	TOILET	TOILET			
95	SINK	SINK			
96	MIRROR	MIRROR			
97	TOILET	TOILET			
98	SINK	SINK			
99	MIRROR	MIRROR			
100	TOILET	TOILET			

SEE REFLECTED CEILING PLAN FOR MOUNTING HEIGHTS.

PRODUCTIVE ALTERNATIVES
OFFICE RENOVATION
1919 SOUTH 6TH STREET
BRainerd, MN



3-24-25
TRAVIS MILLER
DATE: 3-24-25
LIC. # 45743
STATE OF MINNESOTA
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION
OR REPORT WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED ARCHITECT UNDER THE LAWS OF THE



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307

www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

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

PROPERTY ADDRESS: 1919 South 6th Street Brainerd MN

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

Property Owner Name: Productive Alternatives

Street Address: 1919 South 6th Street City: Brainerd State: MN Zip Code 56510

Phone Number: 218 784-8330 Fax: _____ E-mail: mikeb@productivemn.org

Applicant Name: (If different than Property Owner) _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

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

Description of Request: _____

Interior remodel to add program space for additional clients.

Michael Burke
Property Owner Signature

3/26/25
Date

Michael Burke
(Please print name)

Michael Burke
Applicant Signature

3/26/25
Date

Michael Burke
(Please print name)

(OVER)

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Michael Burke, on behalf of Productive Alternatives, has submitted a request for a Conditional Use Permit to expand the adult day program services with an interior expansion for 1919 S. 6th Street, Brainerd. The property included in this application is described and addressed as 1914 S 7th Street:

HOLIDAY INN ADDITION TO BRAINERD LOT 4 BLOCK 3

Parcel #: 41360878

Section 36, Township 045, Range 031

The property is zoned GC (General Commercial) District, and Zoning Ordinance Section 513-3 Appendix A Table of Uses allows for commercial day care facilities (child and adult) as a conditional use in the GC District. A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Planning Commission at 6:00 p.m. Wednesday, April 16th, 2025 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Conditional Use Permit request.

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

Dated this 2nd day of April, 2025



James L. Kramvik
Community Development Director

Publication Date: April 5th, 2025



City Council Agenda Request

MEETING DATE: April 21, 2025

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

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Mark Reisdorf, on behalf of Mighty Homes LLC, has applied for the renewal of the Interim Use Permit to operate a Short-Term Rental at 714 7th St S. The property has been operating as a short-term rental for one year and there have been no issues or concerns.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission considered this request and held a public hearing at their meeting April 16th. The motion coming out of the meeting was as follows:

Moved and seconded by Commissioners Gorham and Grecula, duly carried, to recommend approval of the Interim Use Permit renewal to operate a short-term rental at 714 7th St S. Brainerd as presented with staff's recommendations.

Staff recommend an additional condition for City Council consideration, and it is listed below as the third condition.

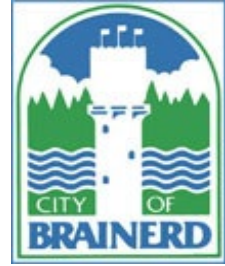
RECOMMENDED ACTION/MOTION:

Recommend approval of the Interim Use Permit renewal as presented with the following conditions:

1. Continue submitting lodging tax to the Finance Department on a monthly basis.
2. The Interim Use Permit shall expire on April 21st, 2027.
3. The Interim Use Permit shall terminate upon sale or transfer of the property title.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: April 16th, 2025

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

REQUEST

Public Hearing. Interim Use Permit Mark Reisdorf on behalf of Mighty Homes LLC applied for the renewal of the Short-Term Rental at 714 7th St S Brainerd, MN 56401. The rental has been operating for one year and there have been no issues or concerns at the property.

The short-term rental expired April 1st 2025. The applicant stated that he misunderstood the renewal date, but stated the property is currently leased out to a long-term tenant in the health field until August.

CONTEXT

Parcel Numbers:	41240802
Zoning District:	Traditional Neighborhood One (TN-1) District
Property Area:	7534.41 SQFT
Adjacent Uses:	North: Single Family Dwelling East: Single Family Dwelling South: Single Family Dwelling West: Single Family Dwelling
Adjacent Zoning:	North: Traditional Neighborhood One (TN-1) District East: Traditional Neighborhood One (TN-1) District South: Traditional Neighborhood One (TN-1) District West: Traditional Neighborhood One (TN-1) District

AERIAL MAP



FINDINGS OF FACT

1. The property at 714 7th St S St Brainerd, MN 56401 is located in a Traditional Neighborhood One (TN-1) District. The TN-1 District allows short-term rentals as an Interim Use according to Zoning Code [Appendix A: Table of Uses](#).
2. The applicant proposes to operate this short-term rental as a Vacation Dwelling Unit (VDU): A rental where the property owner is not a permanent resident of the unit, and the entire unit is rented without the property owner present during the rental period.
3. Renewal for an Interim Use Permit for an existing short-term rental at a premises shall be granted for a duration not to exceed twenty-four (24) months.
4. Short-term rentals must comply with the following minimum standards as required by the [Section 515-3-36](#) of the Zoning Code:
 - a. The permit holder (owner) of a short-term rental must apply for and receive an interim use permit.
 - i. *This application process serves as a fulfillment of this requirement of the interim use permit process.*
 - b. The application for an interim use permit shall include:

- i. The number of bedrooms with dimensions and all other sleeping accommodations
 - 1. *The applicant provided sizes of the three (3) bedrooms; bedroom one 216 SQFT, bedroom two 84 SQFT, and bedroom three 270 SQFT.*
 - ii. The number of off-street parking spaces available to guests.
 - 1. *The driveway adjacent to the alley is available for parking and provides two large spaces.*
 - iii. All accessory structures and outdoor recreational features available for guest use
 - 1. *There are no accessory structures or recreational features available for guest use.*
 - iv. A pet, garbage, and noise policy.
 - 1. *The house rules indicate that pets must be approved by the owner and upon a non-refundable fee with a maximum of 2 pets.*
 - 2. *The house rules note that trash pickup is on Mondays and instructions for disposal provided at the time of occupancy.*
 - 3. *The house rules note all loud noises are prohibited from 10:00 PM to 8:00 AM.*
 - v. The permit holder shall post emergency contact information (police, fire, hospital) and show renters the location of fire extinguishers in the short-term rental unit.
 - 1. *These materials are referenced in the rules and available to occupants of the property.*
- c. The occupancy of a short-term rental shall be limited to no more than 3 people per bedroom or the occupancy set by the Building Official.
 - i. According to [Section 404.4.1 of the Property Maintenance Code](#), every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m²) of floor area for each occupant thereof, whichever is less.
 - 1. *Bedroom one is 216 SQFT (3 occupants)*
 - 2. *Bedroom two is 84 SQFT – (1 occupant)*
 - 3. *Bedroom three is 270 SQFT (3 occupants)*
 - 4. *Total occupancy allowed based on bedroom size is seven guests. The applicant has stated that five guests is the maximum number allowed at the property per house rules.*
- d. Rooms used for sleeping shall be provided with egress windows and smoke detectors in locations that comply with the Minnesota State Building Code or the requirements of the Building Department, whichever is stricter.
 - i. *The bedrooms have been inspected by the Housing Inspector and approved for occupancy.*
- e. The short-term rental shall be connected to City sewer and water or an approved septic system. A valid septic system certificate of compliance is required at the

time of rental license issuance and annual renewal. A short-term rental shall have a full bathroom (sink, toilet, and tub or shower).

- i. The short-term rental is connected to the City sewer and water system.*
 - f. Additional occupancy by use of recreational vehicles, tents, accessory structures, or fish houses is not permitted.
 - i. The utilization of recreational vehicles as sleeping space on the premises is prohibited. The applicant has not proposed additional sleeping structures.*
 - g. The permit holder shall keep a report detailing the use of the short-term rental by recording the full name, address, phone number and vehicle license number of the guest reserving the rental. A copy of the report shall be provided to the Zoning Administrator upon request.
 - h. A short-term rental shall be a licensed rental unit by the City and shall meet the requirements of all statutes, rules, regulations, and ordinances including, but not limited to, the City of Brainerd's rental housing maintenance code. Each unit shall be inspected annually by the rental housing inspector and the Fire Marshal.
 - i. The subject property is a licensed rental and has been inspected by the Housing Inspector and Fire Marshal.*
 - i. The Planning Commission may impose conditions that will reduce the impacts of the proposed use on neighboring properties, public services, nearby water bodies, public safety, and safety of renters. Said conditions may include but not be limited to – fencing or vegetative screening, native buffer along the shoreline, noise standards, duration of permit, restrictions as to the docking of watercraft, and number of renters.
 - i. Staff recommends no additional conditions.*
 - j. A permit holder must post their rental license permit number on all print, poster, or web advertisements.
 - k. It is the owner's responsibility to apply for state and local sales tax numbers, including hotel and motel use sales tax. It is the owner's responsibility to contact the Minnesota Department of Health about lodging license requirements.
 - i. The owner of the property has been made aware of these requirements and have been submitting the tax on time.*
5. There are to be no more than forty (40) operational VDU's at any given time in the City and are granted on a first-come first-serve basis.
- a. There shall be no more than twenty (20) total VDU's permitted in the Town Center and Main Street District, and in all other zoning districts there shall be no more than ten (10) total VDU's permitted at any given time.
 - i. Only one (1) building with a permitted VDU may be located on any platted block and shall not abut another property approved for a short-term rental.
 - 1. *There are currently eight (8) VDU's in Brainerd.*
 - 2. *This property is in the TN-1 District. Including this property, there are currently five (5) VDU's in the TN-1 District.*
 - 3. *There are no other VDU's on this platted block.*

As of this writing, no one has contacted the Community Development Department regarding the Interim Use Permit renewal application.

STAFF RECOMMENDATION

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

- 1) Continue submitting lodging tax to the Finance Department on a monthly basis.
- 2) The Interim Use Permit shall expire two years after issuance.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401
218/828-2307/Fax 218-828-2316 www.ci.brainerd.mn.us

INTERIM USE PERMIT for SHORT-TERM RENTAL

Application Form (residential - \$350.00 / commercial - \$500.00 + \$500.00 escrow deposit) (This form must be filled out completely before your application will be accepted)

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

I (We) the undersigned, do hereby respectfully request the Brainerd City Council to grant an Interim Use Permit to allow guests on a temporary basis

at the property address listed above until the date of 9/1/2026

Legal Description (attach, if lengthy): Lot 7,535sq Block _____ Addition _____

Parcel #: 41240802

Property Owner: Mighty Home LLC

Address: 714 S. 7th St. Brainerd MN 56401
(Street) (City) (State) (Zip)

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

(Business)

mightyhome.llc@gmail.com
(E-mail)

Applicant: (if different than Property Owner) Mark Reisdorf

Address: 228 Broadway Ave. St. Paul Park MN 55071
(Street) (City) (State) (Zip)

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

(Business)

mightyhome.llc@gmail.com
(E-mail)

Contact Person: (if different than Property Owner) _____

Address: _____
(Street) (City) (State) (Zip)

Contact Information #: _____
(Home)

(Business)

(Fax)

(E-mail)

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

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

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

Signed by: Mark Reisdorf Date: 3/13/25
(Property Owner)

Mark Reisdorf
(Property Owner Please print Name)

(Applicant-If different than owner) Date: _____

(Applicant - Please print name)

Interim Use Permit Supporting Information

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

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

(con't)

House Rules

01

NO SMOKING

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

02

NO PETS

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

03

REGISTERED GUESTS

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

04

OCCUPANCY

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

05

NO PARTIES

No events, parties, or large gatherings allowed.

Check-In

CHECK-IN TIME AT 4:00 PM

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



Check-Out

CHECK-OUT TIME AT 11:00 AM

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

IMPORTANT

GARBAGE/ RECYCLING

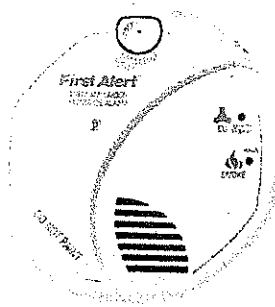
Pick-up day is Mondays. Please ensure that all trash is placed in the provided bins. The garbage cans are located in the back by the alley. Kindly make sure that the bins are securely closed to prevent any unwanted mess or odors. Your cooperation in this matter is greatly appreciated!

NOISE

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

SAFETY

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





About the house

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

CONTACT INFORMATION

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

EMERGENCY INFORMATION

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

$$1 \quad 12 \times 18$$

$$1 \quad 6 \times 14$$

$$1 \quad 15 \times 18$$

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

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

The property included in this application is described as:

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

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

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, April 16th, 2025 in the Brainerd City Hall Council Chambers, 501 Laurel Street, to consider the renewal of the Interim Use Permit.

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

Dated this 2nd day of April 2025



James L. Kramvik
Community Development Director

Publication Date: April 5, 2025



City Council Agenda Request

MEETING DATE: April 21, 2025

TITLE OF ITEM: First Reading - Proposed Ordinance 1581 to Consider Data Center Ordinance

AGENDA: Main

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community
Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

At the October 7th, 2024 City Council meeting, the Council directed staff to work on a crypto-mining ordinance. This was due to continuing concerns in the community and surrounding areas regarding data centers (crypto-mining facilities) and similar uses. Data center regulations are necessary to protect the public health, safety, and welfare and avoid unintended impacts on resources and adjacent uses.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Planning Commission considered the proposed ordinance and held a public hearing at their April 16th meeting. The motion coming out of the meeting is as follows:

Moved and seconded by Commissioners Gorham and Higgins, duly carried, to recommend approval of the Data Center Ordinance as presented.

RECOMMENDED ACTION/MOTION:

1) Conduct the first reading of Proposed Ordinance 1581 and dispense with the actual reading.

Note: A vote to dispense with the actual reading of the ordinance must be unanimous.

FINANCIAL IMPACT: N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: April 16th, 2025

RE: Data Center Ordinance Memo

INTRODUCTION

At the October 7th City Council meeting, the Council directed staff to work on a crypto-mining ordinance after completion of the design standards ordinance. This was due to continuing concerns in the community and surrounding areas regarding data centers (crypto-mining facilities) and similar uses. Data center regulations are necessary to protect the public health, safety, and welfare and avoid unintended impacts on resources and adjacent uses.

A potential data center ordinance should provide a list of requirements in the allowed use section of the zoning code, potentially require data centers to obtain a conditional use permit or interim use permit, and determine which zoning districts it should be allowed in.

PROPOSED ORDINANCE

The Planning Commission reviewed the proposed Data Center Ordinance at their March 19th meeting and reviewed and included recommendations from the Public Utilities Director. The Planning Commission directed staff to hold a public hearing at the April 16th meeting.

STAFF RECOMMENDATION

Staff recommend holding a public hearing and recommend approval of the proposed ordinance.

Note: Staff included a potential Minnesota Bill that may impact this proposed ordinance in the future.

**ORDINANCE
NO. 1581**

**AN ORDINANCE AMENDING SECTIONS 515-6-2 RULES AND DEFINITIONS, 515-3
APPENDIX A TABLE OF USES, AND 515-3 ALLOWED USES OF THE ZONING
CODE, RELATING TO DATA CENTERS**

WHEREAS, a public hearing was held by the Planning Commission as required by the Zoning Code, on April 16, 2025

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Brainerd, Minnesota, as follows:

SECTION ONE: Purpose

The purpose of this ordinance is to create land use regulations and provide a definition for data centers to protect the public health, safety, and welfare and avoid unintended impacts on resources and adjacent uses.

SECTION TWO: Section 515-6-2.C Definitions of Use, Standards and Terms are hereby amended as indicated, with the following added language underlined:

Data Center: A facility or portion of a facility housing networked computer systems and telecommunications equipment used for remote storage, processing, and distribution of data. Data centers include commercial cryptocurrency mining facilities, AI centers, cloud storage, and other similar uses.

SECTION THREE: Section 515-3 Appendix A Table of Uses (Industrial and Utility Uses) is hereby amended with the following new underlined language added to the table:

ZONING DISTRICT	Section Reference	RL-1	RL-2	GL	CN-1	CN-2	TN-1	TN-2	TN-3	GC	CC	TC	MS	ME	GI	PSP	P
<u>Data centers, AI centers, cloud storage, and other similar uses.</u>	<u>515-3-XX</u>														<u>C</u>		

SECTION FOUR: Section 515-3 Allowed Uses is hereby amended with the following new language underlined and shall be added to Section 515-3 in alphabetical order with all other required numerical sections to change in descending order:

- A. Data Centers are not permitted to operate in the City of Brainerd unless explicitly approved by a Conditional Use Permit. Data Centers that are ancillary to another primary use are permitted if they:
1. Occupy no more than ten percent of the building footprint,

2. Are used to serve the enterprise functions of the on-site property owner and are not used to lease data storage and processing services to third parties.
3. Are not housed in a separate stand-alone structure on the parcel.

B. Noise. Commercial grade mechanical equipment and similar noise sources, including but not limited to generators and air heating or cooling equipment, shall comply with the requirements of MPCA noise rules (Minn. Rules Ch. 7030).

1. The Data Center shall be designed and built to incorporate sound mitigation methods to reduce sound levels emanating from the Data Center to adjacent residential structures within 1000 feet of the facility.
2. Prior to approval, a noise study shall be submitted by a third-party engineer demonstrating to the City that the operation of the data center will comply with MPCA noise rules.
 - a. The operator shall conduct a sound study performed by a third-party acoustic engineer to document baseline sound levels in the area of the proposed Data Center, including noise levels measured at the property line of the nearest property to the Data Center property that is planned or zoned for residential land uses, or other noise sensitive use as reasonably determined by the Zoning Administrator.
3. Upon operation of the Data Center, the operator must conduct an additional noise study, as measured at the property line of the nearest property to the Data Center or other noise sensitive use as reasonably determined by the Zoning Administrator.
4. The City may order an additional sound study once per year during peak operation of the Data Center mechanical equipment. The Data Center operator must provide the results of the noise study, conducted by a third-party engineer, to the City within 30 days of the request by the City or show proof that they have contracted with a third-party engineer and the results will be available in a reasonable amount of time.
5. Unless backup generators are supplying backup electrical supply during a power outage, backup generators may operate between the hours of 9:00 am and 5:00 pm, Monday through Friday, excluding holidays.
 - a. Curtailment of power supply or voluntary shutdown of power is not considered to be a power outage.
6. Upon request by City staff after issuance of a certificate of occupancy and commencement of the operation of the Data Center, the operator of a Data Center must provide a liaison between the hours of 8:00 am and 10:00 pm CST each day to respond to complaints about noise emanating from the Data Center.
 - a. Contact information shall be posted on the City of Brainerd website.
 - b. Upon operation of the Data Center, the City shall notify and provide contact information for the facility liaison to property owners within 500 feet of the facility.

C. Hazardous Waste Plan. Prior to operating, the operator shall submit a hazardous waste plan for review by the Community Development Department, Public Works Department, Public Utilities Department, and Fire Department.

- a. Verification must be provided that all electronic waste generated by the operation will be handled by a licensed electronic waste recycling firm.
- b. Changes to the operation of the facility that affects hazardous waste material must be approved by the City.

D. Water and Wastewater Plan. Prior to approval, the developer shall apply for a sewer extension permit with the MPCA and submit a water and wastewater plan for review by the Public Works Department and Public Utilities Department.

E. Screening. Outdoor equipment that serves the data center, including but not limited to mechanical equipment and generators, must not be located closer to a property line along a public street than the principal building and must be fully screened from view of adjacent public rights-of-way and properties.

F. Energy Plan. Prior to approval, loads over one megawatt in capacity will be responsible for having a system impact study completed by the appropriate power transmission owner operator in the area.

SECTION FIVE: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this _____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____

NOTICE OF HEARING

Notice is hereby given that the City of Brainerd Planning Commission will be conducting a public hearing to consider a proposed ordinance amending Sections 515-6-2 Rules and Definitions, 515-3 Appendix A Table of Uses, and 515-3 Allowed Uses of the Zoning Code. The purpose of this ordinance is to create land use regulations and provide a definition for data centers to protect the public health, safety, and welfare and avoid unintended impacts on resources and adjacent uses. The proposed ordinance would make data centers a conditional use in the General Industrial (GI) District and impose regulations for the construction and operation of facilities. A full copy of the proposed ordinance is available at City Hall in the Community Development Department.

A Public Hearing will be conducted by the Planning Commission at 6:00 p.m. Wednesday, April 16th, 2025 in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the proposed ordinance.

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

Dated this 2nd day of April, 2025



James Kramvik
Community Development Director

Publication Date: April 5th, 2025

This Document can be made available
in alternative formats upon request

available
equest

State of Minnesota

HOUSE OF REPRESENTATIVES

NINETY-FOURTH SESSION

H. F. No. 2928

03/27/2025 Authored by Acomb
The bill was read for the first time and referred to the Committee on Energy Finance and Policy

1.1 A bill for an act

1.2 relating to energy; requiring preapplication filings for large water appropriation

1.3 projects; adding information to permit applications for large water appropriation

1.4 projects; specifying the level of environmental review for data centers; removing

1.5 data centers' energy consumption from the calculation of a utility's energy savings

1.6 goal; exempting data centers from making financial contributions to an energy

1.7 conservation and optimization plan; depositing fee revenues in an account to be

1.8 used for energy conservation; modifying the definition of large energy facility;

1.9 establishing energy requirements for data centers; imposing a fee on data centers;

1.10 requiring the Public Utilities Commission to establish a new tariff for data centers;

1.11 amending Minnesota Statutes 2024, sections 103G.265, by adding a subdivision;

1.12 103G.271, by adding a subdivision; 116D.04, by adding a subdivision; 216B.2402,

1.13 subdivision 10; 216B.241, subdivisions 1a, 2a; 216B.2421, subdivision 2; proposing

1.14 coding for new law in Minnesota Statutes, chapter 216B.

1.15 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.16 Section 1. Minnesota Statutes 2024, section 103G.265, is amended by adding a subdivision

1.17 to read:

1.18 Subd. 5. **Preapplication evaluation of large water appropriation projects.** (a) This

1.19 subdivision applies to a project whose proposed consumptive use exceeds 100 million

1.20 gallons per year or 250,000 gallons per day, whether under an existing permit, as the result

1.21 of a permit amendment, or under a new individual permit.

1.22 (b) To ensure that a project is compatible with the needs of other current and future

1.23 water users, to help maintain the water allocation priorities established under section

1.24 103G.261, to ensure adequate water supply in areas of the state with limited water

1.25 availability, and to promote a more efficient and timely permitting process, potential

1.26 applicants or persons working on behalf of potential applicants are encouraged to discuss

1.27 the project with the department as early in the project development process as possible,

2.1 preferably before a final project site has been selected, project design has been finalized,
2.2 or land has been acquired.

2.3 (c) A city or county employee that has been contacted by a person regarding a project
2.4 that is likely to be subject to this subdivision must, even if no final decision has been made
2.5 on the project's location, notify the department in writing within ten business days of the
2.6 contact, providing the name of and contact information for the person, and potential project
2.7 locations.

2.8 (d) In response to a contact from a potential applicant, the department may request
2.9 preapplication information that is helpful in assisting the department to assess the factors
2.10 affecting the ability of a water source to meet a project's water use needs at proposed
2.11 locations, including:

2.12 (1) a project description, including all potential locations;

2.13 (2) the project's estimated maximum daily, seasonal, and annual water use rates and
2.14 volumes;

2.15 (3) the anticipated source of water; and

2.16 (4) water quality or temperature requirements.

2.17 The department may request any additional information necessary to assist it to assess the
2.18 ability of a water source to meet a project's water use needs.

2.19 (e) The commissioner shall evaluate the information supplied by a potential applicant
2.20 under this subdivision and shall respond in writing, which may be electronically transmitted,
2.21 describing potential water availability constraints at each proposed project site.

2.22 (f) In determining the impact of a potential project on water quality and quantity, the
2.23 commissioner may consult with the commissioners of health, agriculture, the Pollution
2.24 Control Agency, and other state agencies.

2.25 (g) Any communication made or information exchanged under this subdivision between
2.26 a potential applicant and a government agency, or between government agencies, is nonpublic
2.27 data, as defined in section 13.02, until the project is either abandoned or the applicant files
2.28 an application for a water use permit under section 103G.285 or 103G.287, after which the
2.29 data is public.

2.30 (h) None of the discussions, filings, or evaluations made under this subdivision preclude
2.31 or supplant environmental review, preliminary well-construction approval, appropriation
2.32 permit review, or any other requirements under federal, state, or local law.

3.1 **EFFECTIVE DATE.** This section is effective the day following final enactment.

3.2 Sec. 2. Minnesota Statutes 2024, section 103G.271, is amended by adding a subdivision
3.3 to read:

3.4 Subd. 5b. **Large water appropriation projects; permit conditions.** In issuing water
3.5 use permits to applicants that meet the criteria of section 103G.265, subdivision 5, the
3.6 department shall ensure that:

3.7 (1) water resources of the state are utilized in the public interest and that public health,
3.8 safety, and welfare are adequately protected;

3.9 (2) technologies that promote water conservation and the efficient use of water are fully
3.10 considered; and

3.11 (3) water use conflicts are addressed as prescribed in Minnesota Rules, part 6115.0740.

3.12 **EFFECTIVE DATE.** This section is effective the day following final enactment.

3.13 Sec. 3. Minnesota Statutes 2024, section 116D.04, is amended by adding a subdivision to
3.14 read:

3.15 Subd. 18. **Data centers; environmental review.** (a) Notwithstanding any law to the
3.16 contrary, the proposed construction of a data center, as defined in section 216B.71, or the
3.17 expansion of the average hourly load of an existing data center by 100 megawatts or more,
3.18 requires preparation of an environmental impact statement according to the provisions of
3.19 subdivision 2a. The responsible governmental unit for the environmental impact statement
3.20 is the Public Utilities Commission.

3.21 (b) For the purposes of this subdivision, "average hourly load" means the amount of
3.22 electricity consumed by a facility each hour, averaged over an entire year.

3.23 **EFFECTIVE DATE.** This section is effective the day following final enactment.

3.24 Sec. 4. Minnesota Statutes 2024, section 216B.2402, subdivision 10, is amended to read:

3.25 Subd. 10. **Gross annual retail energy sales.** "Gross annual retail energy sales" means
3.26 a utility's annual electric sales to all Minnesota retail customers, or natural gas throughput
3.27 to all retail customers, including natural gas transportation customers, on a utility's
3.28 distribution system in Minnesota. Gross annual retail energy sales does not include:

3.29 (1) gas sales to:

3.30 (i) a large energy facility;

4.1 (ii) a large customer facility whose natural gas utility has been exempted by the
4.2 commissioner under section 216B.241, subdivision 1a, paragraph (a), with respect to natural
4.3 gas sales made to the large customer facility; and

4.4 (iii) a commercial gas customer facility whose natural gas utility has been exempted by
4.5 the commissioner under section 216B.241, subdivision 1a, paragraph (b), with respect to
4.6 natural gas sales made to the commercial gas customer facility;

4.7 (2) electric sales to:

4.8 (i) a large customer facility whose electric utility has been exempted by the commissioner
4.9 under section 216B.241, subdivision 1a, paragraph (a), with respect to electric sales made
4.10 to the large customer facility; ~~and~~

4.11 (ii) a data mining facility, if the facility:

4.12 (A) has provided a signed letter to the utility verifying the facility meets the definition
4.13 of a data mining facility; and

4.14 (B) imposes a peak electrical demand on a consumer-owned utility's system equal to or
4.15 greater than 40 percent of the peak electrical demand of the system, measured in the same
4.16 manner as the utility that serves the customer facility measures electric demand for billing
4.17 purposes; ~~or~~ and

4.18 (iii) a data center, as defined in section 216B.71; or

4.19 (3) the amount of electric sales prior to December 31, 2032, that are associated with a
4.20 utility's program, rate, or tariff for electric vehicle charging based on a methodology and
4.21 assumptions developed by the department in consultation with interested stakeholders no
4.22 later than December 31, 2021. After December 31, 2032, incremental sales to electric
4.23 vehicles must be included in calculating a public utility's gross annual retail sales.

4.24 **EFFECTIVE DATE.** This section is effective the day following final enactment.

4.25 Sec. 5. Minnesota Statutes 2024, section 216B.241, subdivision 1a, is amended to read:

4.26 Subd. 1a. **Large customer facility.** (a) The owner of a large customer facility may
4.27 petition the commissioner to exempt both electric and gas utilities serving the large customer
4.28 facility from contributing to investments and expenditures made under an energy and
4.29 conservation optimization plan filed under subdivision 2 or section 216B.2403, subdivision
4.30 3, with respect to retail revenues attributable to the large customer facility. The filing must
4.31 include a discussion of the competitive or economic pressures facing the owner of the facility
4.32 and the efforts taken by the owner to identify, evaluate, and implement energy conservation

5.1 and efficiency improvements. A filing submitted on or before October 1 of any year must
5.2 be approved within 90 days and become effective January 1 of the year following the filing,
5.3 unless the commissioner finds that the owner of the large customer facility has failed to
5.4 take reasonable measures to identify, evaluate, and implement energy conservation and
5.5 efficiency improvements. If a facility qualifies as a large customer facility solely due to its
5.6 peak electrical demand or annual natural gas usage, the exemption may be limited to the
5.7 qualifying utility if the commissioner finds that the owner of the large customer facility has
5.8 failed to take reasonable measures to identify, evaluate, and implement energy conservation
5.9 and efficiency improvements with respect to the nonqualifying utility. Once an exemption
5.10 is approved, the commissioner may request the owner of a large customer facility to submit,
5.11 not more often than once every five years, a report demonstrating the large customer facility's
5.12 ongoing commitment to energy conservation and efficiency improvement after the exemption
5.13 filing. The commissioner may request such reports for up to ten years after the effective
5.14 date of the exemption, unless the majority ownership of the large customer facility changes,
5.15 in which case the commissioner may request additional reports for up to ten years after the
5.16 change in ownership occurs. The commissioner may, within 180 days of receiving a report
5.17 submitted under this paragraph, rescind any exemption granted under this paragraph upon
5.18 a determination that the large customer facility is not continuing to make reasonable efforts
5.19 to identify, evaluate, and implement energy conservation improvements. A large customer
5.20 facility that is, under an order from the commissioner, exempt from the investment and
5.21 expenditure requirements of paragraph (a) as of December 31, 2010, is not required to
5.22 submit a report to retain its exempt status, except as otherwise provided in this paragraph
5.23 with respect to ownership changes. No exempt large customer facility may participate in a
5.24 utility conservation improvement program unless the owner of the facility submits a filing
5.25 with the commissioner to withdraw its exemption. A data center that pays the required fee
5.26 under section 216B.72 is exempt from the requirement to contribute to investments and
5.27 expenditures made under an energy conservation optimization plan filed under subdivision
5.28 2 or section 216B.2403, subdivision 3, and is not required to comply with the provisions
5.29 of this paragraph.

5.30 (b) A commercial gas customer that is not a large customer facility and that purchases
5.31 or acquires natural gas from a public utility having fewer than 600,000 natural gas customers
5.32 in Minnesota may petition the commissioner to exempt gas utilities serving the commercial
5.33 gas customer from contributing to investments and expenditures made under an energy and
5.34 conservation optimization plan filed under subdivision 2 or section 216B.2403, subdivision
5.35 3, with respect to retail revenues attributable to the commercial gas customer. The petition
5.36 must be supported by evidence demonstrating that the commercial gas customer has acquired

6.1 or can reasonably acquire the capability to bypass use of the utility's gas distribution system
6.2 by obtaining natural gas directly from a supplier not regulated by the commission. The
6.3 commissioner shall grant the exemption if the commissioner finds that the petitioner has
6.4 made the demonstration required by this paragraph.

6.5 (c) A public utility, consumer-owned utility, or owner of a large customer facility may
6.6 appeal a decision of the commissioner under paragraph (a) or (b) to the commission under
6.7 subdivision 2. In reviewing a decision of the commissioner under paragraph (a) or (b), the
6.8 commission shall rescind the decision if it finds the decision is not in the public interest.

6.9 (d) Notwithstanding paragraph (a), a large customer facility or commercial gas customer
6.10 that is exempt from the investment and expenditure requirements of this section pursuant
6.11 to an order from the commissioner as of December 31, 2020, is not required to submit
6.12 additional documentation to maintain the exemption and must not be assessed any costs
6.13 related to any energy conservation and optimization plan filed under this section or section
6.14 216B.2403, including but not limited to costs, incentives, or rates of return associated with
6.15 investments in programs for efficient fuel-switching improvements.

6.16 (e) A public utility is prohibited from spending for or investing in energy conservation
6.17 improvements that directly benefit a large energy facility or a large electric customer facility
6.18 the commissioner has issued an exemption to under this section.

6.19 **EFFECTIVE DATE.** This section is effective the day following final enactment.

6.20 Sec. 6. Minnesota Statutes 2024, section 216B.241, subdivision 2a, is amended to read:

6.21 Subd. 2a. **Energy and conservation account.** (a) The energy and conservation account
6.22 is established in the special revenue fund in the state treasury.

6.23 (b) The commissioner must deposit money assessed or contributed under subdivisions
6.24 1d, 1e, 1f, and 7 in the state treasury and credit it to the energy and conservation account
6.25 in the special revenue fund. Money in the account assessed or contributed under subdivisions
6.26 1d, 1e, and 1f is appropriated to the commissioner for the purposes of subdivisions 1d, 1e,
6.27 1f, and 7.

6.28 (c) The commissioner must deposit money transferred from the fee on data centers
6.29 established in section 216B.72 in the state treasury and credit it to the account. Money
6.30 transferred from the fee on data centers is appropriated to the commissioner to conduct
6.31 energy conservation, weatherization, and associated activities allowed under sections
6.32 216B.2403 and 216B.241, and the rules applicable to those sections. The commissioner
6.33 may spend money appropriated under this paragraph anywhere in the state, but only:

- 7.1 (1) on low-income programs; and
- 7.2 (2) as the result of a request for proposals process administered by the department.
- 7.3 (d) Interest on money in the account accrues to the account.
- 7.4 **EFFECTIVE DATE.** This section is effective the day following final enactment.

7.5 Sec. 7. Minnesota Statutes 2024, section 216B.2421, subdivision 2, is amended to read:

7.6 Subd. 2. **Large energy facility.** "Large energy facility" means:

7.7 (1) any electric power generating plant or combination of plants at a single site with a
7.8 combined capacity of 50,000 kilowatts or more and transmission lines directly associated
7.9 with the plant that are necessary to interconnect the plant to the transmission system. Large
7.10 energy facility includes backup generators designed to provide electricity to a data center,
7.11 as defined in section 216B.71, with a combined capacity of 50,000 kilowatts or more;

7.12 (2) any high-voltage transmission line with a capacity of 300 kilovolts or more and
7.13 greater than one mile in length in Minnesota;

7.14 (3) any high-voltage transmission line with a capacity of 100 kilovolts or more with
7.15 more than ten miles of its length in Minnesota;

7.16 (4) any pipeline greater than six inches in diameter and having more than 50 miles of
7.17 its length in Minnesota used for the transportation of coal, crude petroleum or petroleum
7.18 fuels or oil, or their derivatives;

7.19 (5) any pipeline for transporting natural or synthetic gas at pressures in excess of 200
7.20 pounds per square inch with more than 50 miles of its length in Minnesota;

7.21 (6) any facility designed for or capable of storing on a single site more than 100,000
7.22 gallons of liquefied natural gas or synthetic gas;

7.23 (7) any underground gas storage facility requiring a permit pursuant to section 103I.681;

7.24 (8) any nuclear fuel processing or nuclear waste storage or disposal facility; and

7.25 (9) any facility intended to convert any material into any other combustible fuel and
7.26 having the capacity to process in excess of 75 tons of the material per hour.

7.27 **EFFECTIVE DATE.** This section is effective the day following final enactment.

8.1 Sec. 8. **[216B.71] DATA CENTERS; ENERGY REQUIREMENTS.**

8.2 Subdivision 1. Definitions. (a) For purposes of this section, the following terms have
8.3 the meanings given.

8.4 (b) "Carbon-free" has the meaning given in section 216B.1691, subdivision 1.

8.5 (c) "Data center" means a facility whose primary purpose is the storage, management,
8.6 and processing of digital data via the interconnection and operation of information technology
8.7 and network telecommunications equipment, including all related facilities and infrastructure
8.8 for power distribution, environmental control, cooling, and security, and whose average
8.9 hourly electrical load is 100 megawatts or greater.

8.10 (d) "Political subdivision" means a county, statutory or home rule charter city, town, the
8.11 Metropolitan Council, a port authority, economic development authority, redevelopment
8.12 agency established under chapter 469, or regional development commission.

8.13 Subd. 2. Carbon-free energy. (a) A data center must, prior to December 31, 2030,
8.14 arrange to generate or procure carbon-free energy equal to at least 65 percent of its electricity
8.15 consumption, measured on an hourly basis.

8.16 (b) After December 31, 2030, a data center must generate or purchase carbon-free energy
8.17 equal to 100 percent of its electricity requirements, measured on an hourly basis.

8.18 (c) Tracking and verification of compliance with this subdivision shall be determined
8.19 by the Minnesota Renewable Energy Tracking System or another qualified entity approved
8.20 by the commission.

8.21 (d) Each data center shall, before beginning operations in this state, submit a plan to the
8.22 commission describing the actions it intends to take to comply with the requirement of
8.23 paragraph (b), and shall make additional filings as required by the commission.

8.24 (e) The commission may delay or modify a data center's compliance with the requirements
8.25 of paragraph (a) or (b) if it determines that technical constraints impair the ability to
8.26 accurately track and verify carbon-free energy transactions at an hourly level so as to enable
8.27 compliance with those requirements.

8.28 Subd. 3. State energy targets; modification. If a utility determines that providing
8.29 electric service to a data center may, in whole or in part, contribute to the utility's inability
8.30 to achieve a standard mandated under section 216B.1691, the utility must, no later than two
8.31 years before the standard is required to be met, submit a filing to the commission containing
8.32 a plan describing actions the utility intends to implement in order to achieve the standard
8.33 in a timely manner. The commission shall review and may accept, reject, or modify the plan

9.1 and may issue an order requiring implementation of an approved plan. The commission
9.2 shall require a utility whose plan was approved under this subdivision to file reports with
9.3 the commission describing actions taken and progress made in achieving the standard, on
9.4 a schedule determined by the commission.

9.5 Subd. 4. **Prevailing wage.** A contractor or subcontractor that constructs any portion of
9.6 a data center:

9.7 (1) must pay no less than the prevailing wage rate, as defined in section 177.42; and

9.8 (2) is subject to the requirements and enforcement provisions under sections 177.27,
9.9 177.30, 177.32, 177.41 to 177.435, and 177.45.

9.10 Subd. 5. **Reporting.** (a) Within one year of being placed in service, and annually
9.11 thereafter on a schedule determined by the commissioner, a data center owner must report
9.12 the following information to the commissioner on a form and on a schedule prescribed by
9.13 the commissioner of commerce:

9.14 (1) energy consumption during the most recently completed year and during each of the
9.15 past five years, if applicable, and projections of energy consumption for the coming year;

9.16 (2) efforts made to reduce energy consumption;

9.17 (3) efforts made to reduce waste heat and to utilize it as thermal energy or electricity;

9.18 and

9.19 (4) the amount, type, and country of origin of metals used to construct the data center,
9.20 and the percentage of metals used that were recycled.

9.21 (b) Within one year of being placed in service, and annually thereafter on a schedule
9.22 determined by the commissioner of natural resources, a data center owner must report the
9.23 following information to the commissioner of natural resources, on a form and on a schedule
9.24 prescribed by the commissioner of natural resources:

9.25 (1) the amount of water withdrawn under the data center's water use permit;

9.26 (2) the amount of water discharged by the data center to groundwater or surface waters;

9.27 and

9.28 (3) the amount of water evaporated when used for cooling data center equipment.

9.29 Subd. 6. **Noncompliance; ineligibility for financial assistance.** Notwithstanding any
9.30 other law, a data center that fails to comply with any of the requirements of this section is
9.31 ineligible to receive any financial incentives provided by this state for which it is otherwise
9.32 eligible, including tax incentives, until it has submitted documentation of compliance to the

10.1 commissioner of commerce and has received written notice from the commissioner of
10.2 commerce that it is in compliance with all the provisions of this section.

10.3 **EFFECTIVE DATE.** This section is effective the day following final enactment.

10.4 **Sec. 9. [216B.72] DATA CENTER FEE.**

10.5 (a) A fee of \$..... is imposed on a data center, as defined in section 216B.71, for each
10.6 megawatt of the data center's peak demand. The fee must be collected monthly by the utility
10.7 providing electric service to the data center and deposited in the energy and conservation
10.8 account established in section 216B.241, subdivision 2a.

10.9 (b) For the purposes of this section, "peak demand" means the largest demand a data
10.10 center imposes on an electric utility's system, expressed in megawatts, during a 30-minute
10.11 period within the most recent month.

10.12 **EFFECTIVE DATE.** This section is effective the day following final enactment.

10.13 **Sec. 10. CLEAN ENERGY TARIFF.**

10.14 (a) No later than January 1, 2026, the Public Utilities Commission shall develop and
10.15 establish a clean energy tariff and terms and conditions for energy supply agreements under
10.16 which a separate customer class composed solely of all data centers receiving electric service
10.17 from a public utility located in this state must operate. The tariff and energy supply agreement
10.18 must be designed to insulate the utility's other customers from the energy costs attributable
10.19 to data centers and to ensure that arrangements made to provide electric service to a data
10.20 center will:

10.21 (1) not interfere with or jeopardize a utility's achieving the mandated renewable energy
10.22 and carbon-free standards established under Minnesota Statutes, sections 216B.1691 and
10.23 216B.71, subdivision 2;

10.24 (2) not impair a utility's system reliability or its ability to provide electric service to its
10.25 other customers;

10.26 (3) require payment of the data center's full portion of the utility's cost to procure
10.27 electricity, and for the full transmission and distribution costs necessary to deliver that
10.28 electricity to the data center, including any construction or upgrading of transmission,
10.29 distribution, or other utility infrastructure; and

10.30 (4) ensure that ratepayers are fully protected from bearing any portion of the cost resulting
10.31 from:

- 11.1 (i) a data center's failure to meet its projected level of electricity demand;
- 11.2 (ii) a data center's termination of its operations in this state earlier than agreed to in an
- 11.3 energy supply agreement;
- 11.4 (iii) an electricity supplier's failure to fully meet the terms of its supply contract with
- 11.5 the utility; or
- 11.6 (iv) early termination of an energy supply agreement.
- 11.7 (b) The Public Utilities Commission may require a data center to post a bond of sufficient
- 11.8 magnitude to guarantee performance under the tariff and energy supply agreement.
- 11.9 (c) For purposes of this section, the following terms have the meanings given:
- 11.10 (1) "data center" has the meaning given in Minnesota Statutes, section 216B.71,
- 11.11 subdivision 1; and
- 11.12 (2) "energy supply agreement" means an agreement between a data center and a utility
- 11.13 providing electric service to a data center governing the transfer of electricity from a generator
- 11.14 to the data center under a clean energy tariff.
- 11.15 **EFFECTIVE DATE.** This section is effective the day following final enactment.

Toni Gage

From: Toni Gage
Sent: Wednesday, April 9, 2025 8:33 AM
Cc: Nick Broyles
Subject: RE: Minutes

Hello All,
Below are the rough draft of the minutes on 4/7 regarding Council Priorities.

City Council has been bcc'd. This email will be included at the next Council meeting.

Discussion on Council Priorities to Staff

Administrator Broyles stated that the Council asked to formally identify priorities to staff. The priorities will be helpful in dividing up resources and to figure out where to emphasize efforts.

Chair O'Day stated that he believes the best place for discussion would be at a workshop.

Member Czczok stated that the City has been pursuing integration of Finance and Public Works. He is not in favor of amending the Charter at this time to do so. There has been a lot of concern and confusion regarding the Public Utilities integrating with Public Works. He wants to provide clear direction to staff.

Member Bevans stated that he will vote no, as he does not believe there is enough information to discontinue discussions. He would like to continue receiving information to better support his decision.

Member Johnson stated that Council can decide at a later date to continue conversations of integration. Maybe taking a break from integration could be a good thing to pursue other priorities.

Member O'Day stated that he agrees with Member Johnson's comments. He has learned a lot from the meetings that have taken place regarding integration. Much of what he has learned is that integration is going to be expensive, it may be more beneficial when financial software needs to be updated. Charter changes only take one Council Member to disagree and then all of the time taken to plan is a waste.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO CEASE AND DESIST DISCUSSIONS OF UTILITY SERVICES TO BE INCLUDED IN THE PUBLIC WORKS DEPARTMENT BEING AMENDED IN A CHARTER CHANGE.

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

Member Johnson questioned whether the presentation on Finance integration would ever see the light of day.

Member Czczok stated that the Council Members were provided with the integration document. Staff's recommendation was to not integrate, he believes that the Council needs to take the advice of our Department Heads.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND ERICKSON, DULY CARRIED, TO NOT CONDUCT A WORKSHOP OR MOVE FORWARD WITH THE INTEGRATION OF FINANCE DEPARTMENTS.

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

Member Johnson clarified that the 2026 budget would not include funding for a Deputy Administrator position.

Member Czeczok stated that it appeared that many of the Members at the retreat did not agree that a Deputy Administrator was needed. He wants to give clear direction to staff with this motion.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO NOT PURSUE THE HIRING OF A DEPUTY ADMINISTRATOR FOR AT LEAST THE NEXT 18 MONTHS.

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

Member O'Day asked Council to schedule a workshop of the Council to have a round table discussion on priorities.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO SET A WORKSHOP FOR APRIL 28TH, 2025 AT 6:30 P.M. TO DISCUSS

Toni Gage



Toni Gage | Administrative Assistant
City of Brainerd | 501 Laurel St, Brainerd MN 56401
(218) 454-3402 | tgage@ci.brainerd.mn.us

Email

correspondence to and from the City of Brainerd government offices is subject to the Minnesota Government Data Practices Act and may be disclosed to third parties.

From: Kelly Bevans <kbevans@ci.brainerd.mn.us>

Sent: Tuesday, April 8, 2025 3:51 PM

To: Mike ODay <moday@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>; Toni Gage <tgage@ci.brainerd.mn.us>

Subject: Re: Minutes

Don't forget to include these and all subsequent Emails (Toni's answer) in the next 900 page packet.

Kelly

From: Mike ODay <moday@ci.brainerd.mn.us>

Sent: Tuesday, April 8, 2025 3:49 PM

To: Nick Broyles <nbroyles@ci.brainerd.mn.us>; Kelly Bevans <kbevans@ci.brainerd.mn.us>; Toni Gage <tgage@ci.brainerd.mn.us>

Subject: Re: Minutes

Toni,

Can I please ask you to do what Kelly asked me to ask you to do?

Thanks.

-Mike

From: Nick Broyles <nbroyles@ci.brainerd.mn.us>

Sent: Tuesday, April 8, 2025 3:48 PM

To: Kelly Bevans <kbevans@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>; Toni Gage <tgage@ci.brainerd.mn.us>

Subject: RE: Minutes

Kelly,

Yes, Toni will work on this.

Regards

Nick



Nick Broyles, MPA | City Administrator

City of Brainerd | 501 Laurel Street Brainerd MN 56401

218.828.2307 | nbroyles@ci.brainerd.mn.us

From: Kelly Bevans <kbevans@ci.brainerd.mn.us>

Sent: Tuesday, April 8, 2025 3:47 PM

To: Mike ODay <moday@ci.brainerd.mn.us>; Toni Gage <tgage@ci.brainerd.mn.us>

Cc: Nick Broyles <nbroyles@ci.brainerd.mn.us>

Subject: Minutes

Chairman O'Day

Can you please ask Toni to share with us what the 3 motions actually were last night regarding Council direction to staff on priorities. I believe they were all made by Czezczok. They were regarding PUC integration and a Deputy Administrator. I've watched the YouTube video & it's not clear (much talking & restating differently each time). I figure Toni will provide the official minutes & people would like to know as soon as they're available rather than wait 2 weeks.

Thank You

Kelly



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Ward 2

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