



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, May 5, 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: 2481 896 6252

Personnel and Finance Committee held: 2nd Floor Conference Room at 7:15 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**

___ J. Czczok ___ G. Johnson ___ K. Stunek ___ K. Yeager ___ T. Erickson ___ K. Bevans
___ 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 Event Application- BLASTT 5K**

E. **Approve Extension of Premise for Shep's on 6th for an Event to be held on August 22, 23, & 24 at 315 S 6th Street**

F. **Approve Event/Alley Closure Application- Shep's Elbow Convention**

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

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. **Personnel & Finance Committee**

1. Adopt Resolution - State of Minnesota Bonding Request Priorities
2. Approve 2025-2027 Contract Terms and Wage Resolution with United Steel Workers International, Local 9230 Unit 09, (Hydro) Union

B. **Safety & Public Works Committee**

1. Award Proposal - Improvement 25-02 - 2025 Large Patching Project
2. Award Contracts - Materials Testing for Construction Projects
3. Direction Requested on Additional Scope of Work Items - Imp 24-08 - M Street Outfall Repair Project
4. Approve Final Payment and Project Acceptance - Police Department HVAC Replacement
5. Direction Requested on Annual MS4 Public Meeting
6. Direction on Active Code Enforcement

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. **Final Reading - Proposed Ordinance 1581 to Consider Data Center Ordinance**

C. **Final Reading - Proposed Ordinance 1582 - An Ordinance Amending Section 1110 of the Brainerd City Code Pertaining to Cannabis, Hemp and Related Businesses**

9. **New Business**
 - A. **Adopt Resolution - Award Bid - Improvement 17-12 - Wright/10th Reconstruction Project**
 - B. **First Reading of Proposed Ordinance 1583 Ending Future Rural Service District Properties**
10. **Staff Reports**
(Verbal: Any Updates since Packet)
11. **Mayor's Report**
12. **Council Member Reports**
13. **Adjourn**
 - A. **Adjourn to Joint Public Utilities Commission, EDA, and City Council Meeting on May 8th, 2025 at 5:30 p.m. in the City Council Chambers**
14. **Council Communications**
 - A. **Response to Sidewalk Obstruction**
 - B. **CWC Historical Society Thank You**

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# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0011 - ACE HARDWARE:							
331905/1 87775	ACE HARDWARE GROMMETS/BOX	04/24/2025 pziemer	05/07/2025	13.49	13.49	Open	N 05/07/2025
230-5200-42220	REPAIR & MAINT			13.49			
331842/1 87794	ACE HARDWARE C BATTERIES	04/22/2025 pziemer	05/07/2025	15.99	15.99	Open	N 05/07/2025
235-3100-42220	REPAIR & MAINT			15.99			
331851/1 87795	ACE HARDWARE UTILITY HOOKS	04/22/2025 pziemer	05/07/2025	6.29	6.29	Open	N 05/07/2025
225-2120-42210	OPERATING SUPPLIES			6.29			
331603/1 87894	ACE HARDWARE BATTERIES, BIT SET, FASTENERS	04/09/2025 pziemer	05/07/2025	60.16	60.16	Open	N 05/07/2025
230-5200-42220	REPAIR & MAINT			60.16			
332013/1 87969	ACE HARDWARE FASTENERS	04/29/2025 pziemer	05/07/2025	2.29	2.29	Open	N 05/07/2025
230-5200-42220	REPAIR & MAINT			2.29			
332034/1 87970	ACE HARDWARE LIGHTBULBS	04/29/2025 pziemer	05/07/2025	49.49	49.49	Open	N 05/07/2025
230-5200-42220	REPAIR & MAINT			49.49			
332058/1 87972	ACE HARDWARE YELLOW SPRAY PAINT	04/30/2025 pziemer	05/07/2025	30.00	30.00	Open	N 05/07/2025
235-3170-42210	OPERATING SUPPLIES			30.00			
332054/1 87974	ACE HARDWARE TRAILER PINS	04/30/2025 pziemer	05/07/2025	2.38	2.38	Open	N 05/07/2025
225-2120-42210	OPERATING SUPPLIES			2.38			
Total for vendor 0011 - ACE HARDWARE:				180.09	180.09		
Vendor 2902 - ADVANCE AUTO PARTS:							
6574510121313 87895	ADVANCE AUTO PARTS BATTERY	04/11/2025 pziemer	05/07/2025	150.34	150.34	Open	N 05/07/2025
230-5200-42220	REPAIR & MAINT			150.34			
Total for vendor 2902 - ADVANCE AUTO PARTS:				150.34	150.34		
Vendor 4217 - ANDERSON CLEANERS:							

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
59924							
87796	ANDERSON CLEANERS	04/21/2025	05/07/2025	42.57	42.57	Open	N
	CSO UNIFORM PATCHES	pziemer					05/07/2025
225-2121-41113	UNIFORM ALLOWANCE			42.57			
	Total for vendor 4217 - ANDERSON CLEANERS:			42.57	42.57		
Vendor 3859 - ASL INTERPRETING SERVICES INC:							
INV-00410-A							
87797	ASL INTERPRETING SERVICES INC	04/21/2025	05/07/2025	61.10	61.10	Open	N
	INTERPRETING SERVICES	pziemer					05/07/2025
225-2120-43300	PROFESSIONAL SERVICES			61.10			
	Total for vendor 3859 - ASL INTERPRETING SERVICES INC:			61.10	61.10		
Vendor 4285 - BAIRD ENVIROMENTAL SOLUTIONS:							
202502							
87984	BAIRD ENVIROMENTAL SOLUTIONS	04/23/2025	05/07/2025	1,700.00	1,700.00	Open	N
	ANNUAL STORMWATER TRAINING	pziemer					05/07/2025
238-3160-43300	PROFESSIONAL SERVICES			1,700.00			
	Total for vendor 4285 - BAIRD ENVIROMENTAL SOLUTIONS:			1,700.00	1,700.00		
Vendor 2068 - BAXTER POLICE DEPARTMENT:							
2ND QTR 25 TZD							
87944	BAXTER POLICE DEPARTMENT	04/29/2025	05/07/2025	759.12	759.12	Open	N
	REMIT 2ND QTR 25 TZD	pziemer					05/07/2025
225-0000-20800	DUE TO OTHER GOVT UNITS			759.12			
	Total for vendor 2068 - BAXTER POLICE DEPARTMENT:			759.12	759.12		
Vendor 3966 - BLUE SKY TRANSIT:							
33125							
87883*	BLUE SKY TRANSIT	04/01/2025	05/07/2025	71,307.80	71,307.80	Open	N
	MARCH 2025 THIRD PARTY SERVICES	pziemer					05/07/2025
203-9000-43401	VEHICLE REPAIRS			6,666.19			
203-9000-43440	TRANSIT SERVICE CONTRACT PY			77,566.61			
203-9000-43440	TRANSIT SERVICE CONTRACT PY			(12,925.00)			
	Total for vendor 3966 - BLUE SKY TRANSIT:			71,307.80	71,307.80		
Vendor 4412 - BRAINERD ANIMAL HOSPITAL:							
171592							
87967	BRAINERD ANIMAL HOSPITAL	04/21/2025	05/07/2025	82.00	82.00	Open	N
	AFTER HOURS VET - ANIMAL CONTROL	pziemer					05/07/2025
225-2700-43300	PROFESSIONAL SERVICES			82.00			

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176823 87968	BRAINERD ANIMAL HOSPITAL AFTER HOURS VET ANIMAL CONTROL 225-2700-43300	04/01/2025 pziemer	05/07/2025	143.50 143.50	143.50	Open	N 05/07/2025
171364 87976	BRAINERD ANIMAL HOSPITAL AFTER HOURS VET - ANIMAL CONTROL 225-2700-43300	04/21/2025 pziemer	05/07/2025	140.00 140.00	140.00	Open	N 05/07/2025
Total for vendor 4412 - BRAINERD ANIMAL HOSPITAL:				365.50	365.50		
Vendor 0074 - BRAINERD GENERAL RENTAL:							
250421-00002474-001 87814	BRAINERD GENERAL RENTAL BOOM RENTAL - LESS SALES TAX 230-5200-42220	04/24/2025 pziemer	05/07/2025	250.00 250.00	250.00	Open	N 05/07/2025
Total for vendor 0074 - BRAINERD GENERAL RENTAL:				250.00	250.00		
Vendor 0110 - BRAINERD LAKES AREA CHAMBERS OF COM:							
61504 87841	BRAINERD LAKES AREA CHAMBERS OF COM 2025 BLUE OX BUSINESS ACADEMY -SUPER 101-1800-43330	04/01/2025 pziemer	05/07/2025	925.00 925.00	925.00	Open	N 05/07/2025
Total for vendor 0110 - BRAINERD LAKES AREA CHAMBERS OF COM:				925.00	925.00		
Vendor 0078 - BRAINERD LAKES AREA DEV C:							
APR 2025 87889	BRAINERD LAKES AREA DEV C 2025 EDA CONSULTING SVCS 295-6510-43300	04/29/2025 pziemer	05/07/2025	3,084.00 3,084.00	3,084.00	Open	N 05/07/2025
Total for vendor 0078 - BRAINERD LAKES AREA DEV C:				3,084.00	3,084.00		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
MAR 25/CITY 87949	BRAINERD PUBLIC UTILITIES 2/24/25-3/24/25 CITY UTILITIES 101-1940-43381 101-9200-43381 236-3180-43381 401-1003-43380	04/01/2025 pziemer	05/07/2025	2,160.23 1,809.92 260.10 37.50 52.71	2,160.23	Open	N 05/07/2025
MAR 25/STRTS 87950	BRAINERD PUBLIC UTILITIES 2/24/25-3/24/25 STREET DEPT UTILITIES 235-3100-43381 230-5200-43381	04/01/2025 pziemer	05/07/2025	24,112.37 23,316.05 796.32	24,112.37	Open	N 05/07/2025

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
MAR 25/PD							
87951	BRAINERD PUBLIC UTILITIES	04/01/2025	05/07/2025	3,840.70	3,840.70	Open	N
	2/24/25-3/24/25 POLICE DEPT UTILITIES	pziemer					05/07/2025
	225-2120-43381 BPU UTILITIES			3,840.70			
MAR 25/FD							
87952	BRAINERD PUBLIC UTILITIES	04/01/2025	05/07/2025	2,324.23	2,324.23	Open	N
	2/24/25-3/24/25 FIRE DEPT UTILITIES	pziemer					05/07/2025
	225-2220-43381 BPU UTILITIES			2,324.23			
MAR 25/LIB							
87953	BRAINERD PUBLIC UTILITIES	04/01/2025	05/07/2025	1,480.20	1,480.20	Open	N
	2/24/25-3/24/25 LIBRARY UTILITIES	pziemer					05/07/2025
	211-5500-43381 BPU UTILITIES			1,480.20			
MAR 25/PARKS							
87954	BRAINERD PUBLIC UTILITIES	04/01/2025	05/07/2025	3,293.18	3,293.18	Open	N
	2/24/25-3/24/25 PARKS UTILITES	pziemer					05/07/2025
	230-5200-43381 BPU UTILITIES			3,264.45			
	230-5280-43380 UTILITIES			28.73			
	Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:			37,210.91	37,210.91		

Vendor 2072 - BREEZY POINT POLICE DEPARTMENT:

2ND QTR 25 TZD							
87945	BREEZY POINT POLICE DEPARTMENT	04/29/2025	05/07/2025	908.12	908.12	Open	N
	REMIT 2ND QTR 25 TZD	pziemer					05/07/2025
	225-0000-20800 DUE TO OTHER GOVT UNITS			908.12			
	Total for vendor 2072 - BREEZY POINT POLICE DEPARTMENT:			908.12	908.12		

Vendor 3598 - BS&A SOFTWARE:

159774							
87813	BS&A SOFTWARE	04/16/2025	05/07/2025	132.00	132.00	Open	N
	PERMIT APPLICATIONS 1/24/25-4/4/25	pziemer					05/07/2025
	101-1800-43309 COMPUTER SUPPORT			132.00			
	Total for vendor 3598 - BS&A SOFTWARE:			132.00	132.00		

Vendor 0102 - CANON FINANCIAL SERVICE:

40274357							
87774	CANON FINANCIAL SERVICE	04/23/2025	05/07/2025	80.69	80.69	Open	N
	5/1/25-5/31/25 FIRE DEPT COPIER	pziemer					05/07/2025
	225-2220-43331 LEASED PAYMENTS			80.69			
40278978							
87941	CANON FINANCIAL SERVICE	04/23/2025	05/07/2025	77.97	77.97	Open	N
	5/1/25-5/31/25 LIBRARY COPIER CONTRA	pziemer					05/07/2025
	211-5505-43430 MISC - COPY MACHINE PYMTS			77.97			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
40270265							
87942	CANON FINANCIAL SERVICE	04/22/2025	05/07/2025	19.73	19.73	Open	N
	5/1/25-5/31/25 LIBRARY FAX CONTRACT	pziemer					05/07/2025
211-5505-43430	MISC - COPY MACHINE PYMTS			19.73			
	Total for vendor 0102 - CANON FINANCIAL SERVICE:			178.39	178.39		

Vendor 0447 - CDW GOVERNMENT, INC:

AD6D28R							
87809	CDW GOVERNMENT, INC	04/08/2025	05/07/2025	424.86	424.86	Open	N
	MONITORS QTY 2	pziemer					05/07/2025
400-1800-45500-00001	IT/GIS CAPITAL OUTLAY			424.86			
AD6SM3S							
87810	CDW GOVERNMENT, INC	04/10/2025	05/07/2025	431.39	431.39	Open	N
	CISCO CATALYST 9300 NETWORK MODULE	pziemer					05/07/2025
101-1800-42210	OPERATING SUPPLIES			431.39			
	Total for vendor 0447 - CDW GOVERNMENT, INC:			856.25	856.25		

Vendor 0307 - CENTERPOINT ENERGY:

92166-0/APR25/ENG							
87955	CENTERPOINT ENERGY	04/22/2025	05/07/2025	879.99	879.99	Open	N
	3/14/25-4/14/25 CITY HALL/ANNEX	pziemer					05/07/2025
101-1940-43380	UTILITIES			879.99			
92166-0/APR25/PKS							
87956	CENTERPOINT ENERGY	04/22/2025	05/07/2025	838.69	838.69	Open	N
	3/14/25-4/14/25 PARKS UTILITIES	pziemer					05/07/2025
230-5200-43380	UTILITIES			838.69			
92166-0/APR25/STRTS							
87957	CENTERPOINT ENERGY	04/22/2025	05/07/2025	838.69	838.69	Open	N
	3/14/25-4/14/25 STREET DEPT UTILITIES	pziemer					05/07/2025
235-3100-43380	UTILITIES			838.69			
92166-0/APR25/FD							
87958	CENTERPOINT ENERGY	04/22/2025	05/07/2025	560.28	560.28	Open	N
	3/14/25-4/14/25 FIRE DEPT UTILITIES	pziemer					05/07/2025
225-2220-43380	UTILITIES			346.12			
225-2220-43380	UTILITIES			214.16			
62166-0/APR25/PD							
87959	CENTERPOINT ENERGY	04/22/2025	05/07/2025	268.89	268.89	Open	N
	3/14/25-4/14/25 POLICE DEPT UTILITIES	pziemer					05/07/2025
225-2120-43380	UTILITIES			268.89			
92166-0/APR25/LIB							
87960	CENTERPOINT ENERGY	04/22/2025	05/07/2025	1,594.56	1,594.56	Open	N
	3/14/25-4/14/25 LIBRARY UTILITIES	pziemer					05/07/2025
211-5500-43380	UTILITIES			1,594.56			
	Total for vendor 0307 - CENTERPOINT ENERGY:			4,981.10	4,981.10		

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Vendor 1343 - CHARTER COMMUNICATIONS:							
175587701042125							
87961	CHARTER COMMUNICATIONS	04/21/2025	05/07/2025	46.51	46.51	Open	N
	BUSINESS TV	pziemer					05/07/2025
225-2120-43380	UTILITIES			46.51			
	Total for vendor 1343 - CHARTER COMMUNICATIONS:			46.51	46.51		
Vendor 0119 - CLAREY'S SAFETY EQUIPMENT:							
216591							
87811	CLAREY'S SAFETY EQUIPMENT	04/15/2025	05/07/2025	333.57	333.57	Open	N
	CALIBRATION GAS	pziemer					05/07/2025
225-2220-42210	OPERATING SUPPLIES			333.57			
	Total for vendor 0119 - CLAREY'S SAFETY EQUIPMENT:			333.57	333.57		
Vendor 4269 - COLUMN SOFTWARE:							
425BB603-0108							
87844	COLUMN SOFTWARE	04/04/2025	05/07/2025	321.90	321.90	Open	N
	RFB 17-12 WRIGHT/10TH ST 4-9&16-2025	pziemer					05/07/2025
401-1712-43350	LEGAL PUBLICATIONS			321.90			
425BB603-0109							
87845	COLUMN SOFTWARE	04/14/2025	05/07/2025	25.21	25.21	Open	N
	RFP - MN PAID FAMILY MED LEAVE 4-23-2	pziemer					05/07/2025
101-9200-43350	LEGAL PUBLICATIONS			25.21			
	Total for vendor 4269 - COLUMN SOFTWARE:			347.11	347.11		
Vendor 0133 - CWC RECORDER:							
701 6TH AVE NE							
87780	CWC RECORDER	04/24/2025	05/07/2025	46.00	46.00	Open	N
	LEWIS SCDP RECORDING FEE	pziemer					05/07/2025
202-6323-45520	SE BRD - CAPITAL - SINGLE FAM RENTAL			46.00			
25-3375							
87788	CWC RECORDER	04/15/2025	05/07/2025	46.00	46.00	Open	N
	CUP - 1801 MILL AVE	pziemer					05/07/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			46.00			
25-3681							
87977	CWC RECORDER	04/23/2025	05/07/2025	46.00	46.00	Open	N
	IUP BRIDGES OF HOPE	pziemer					05/07/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			46.00			
	Total for vendor 0133 - CWC RECORDER:			138.00	138.00		
Vendor 0135 - CWC TREASURER:							

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	GL Distribution GRANT						
8184							
87792	CWC TREASURER	04/22/2025	05/07/2025	600.00	600.00	Open	N
	2025 ANNUAL TIF CERTIFICATIONS	pziemer					05/07/2025
	293-6512-43430	MISCELLANEOUS		100.00			
	292-6503-43430	MISCELLANEOUS		100.00			
	283-6506-43430	MISCELLANEOUS		100.00			
	277-6517-43430	MISCELLANEOUS		100.00			
	281-6514-43430	MISCELLANEOUS		100.00			
	274-6505-43430	MISCELLANEOUS		100.00			
8200/LIB							
87985	CWC TREASURER	05/01/2025	05/07/2025	675.00	675.00	Open	N
	SHARED SERVICES - LIBRARY	pziemer					05/07/2025
	211-5500-43300	PROFESSIONAL SERVICES		675.00			
8200/CH							
87986	CWC TREASURER	05/01/2025	05/07/2025	7,975.00	7,975.00	Open	N
	SHARED SERVICES - CITY HALL	pziemer					05/07/2025
	101-9200-43300	PROFESSIONAL SERVICES		7,975.00			
	Total for vendor 0135 - CWC TREASURER:			9,250.00	9,250.00		
Vendor 3438 - DAHLHEIMER BEVERAGE:							
2452849							
87779	DAHLHEIMER BEVERAGE	04/23/2025	05/07/2025	130.20	130.20	Open	N
	LINERS, SOAP TP	pziemer					05/07/2025
	211-5500-42220	REPAIR & MAINT		130.20			
	Total for vendor 3438 - DAHLHEIMER BEVERAGE:			130.20	130.20		
Vendor 1573 - DELL MARKETING LP:							
10810711269							
87787	DELL MARKETING LP	04/18/2025	05/07/2025	3,949.68	3,949.68	Open	N
	DELL OPTIPLEX 7020 QTY3	pziemer					05/07/2025
	400-1800-45500-00001	IT/GIS CAPITAL OUTLAY		3,949.68			
	Total for vendor 1573 - DELL MARKETING LP:			3,949.68	3,949.68		
Vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:							
APR 2025							
87888	DESTINATION DOWNTOWN BRAINERD COALI	04/29/2025	05/07/2025	833.34	833.34	Open	N
	2025 EDA CONSULTING SVCS	pziemer					05/07/2025
	295-6510-43300	PROFESSIONAL SERVICES		833.34			
	Total for vendor 0440 - DESTINATION DOWNTOWN BRAINERD COALI:			833.34	833.34		
Vendor 4396 - DEUEL CONSTRUCTION LLC:							
042825							
87971	DEUEL CONSTRUCTION LLC	04/28/2025	05/07/2025	8,069.00	8,069.00	Open	N
	SCDP SE BRD 24 - 808 4TH AVE NE YAGE	pziemer					05/07/2025

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
GL Distribution 202-6323-45510	GRANT SE BRD - CAPITAL - RESIDENTIAL			8,069.00			
	Total for vendor 4396 - DEUEL CONSTRUCTION LLC:			8,069.00	8,069.00		
Vendor 0162 - DIAMOND VOGEL PAINT:							
813171184 87948	DIAMOND VOGEL PAINT WHITE PAINT - STREETS	04/01/2025 pziemer	05/07/2025	2,270.00	2,270.00	Open	N 05/07/2025
235-3170-42210	OPERATING SUPPLIES			2,270.00			
	Total for vendor 0162 - DIAMOND VOGEL PAINT:			2,270.00	2,270.00		
Vendor 2527 - DIGITAL INK DESIGN & GRAPHICS:							
36537 87790	DIGITAL INK DESIGN & GRAPHICS GRAPHICS - NEW VEHICLES	04/04/2025 pziemer	05/07/2025	898.20	898.20	Open	N 05/07/2025
400-9050-45530	CAPITAL - OTHER			898.20			
	Total for vendor 2527 - DIGITAL INK DESIGN & GRAPHICS:			898.20	898.20		
Vendor 0921 - DONDELINGER'S:							
167730 87798	DONDELINGER'S 446 NEW SQUAD BUILD	04/18/2025 pziemer	05/07/2025	798.37	798.37	Open	N 05/07/2025
400-2120-45500	POLICE CAPITAL OUTLAY			798.37			
	Total for vendor 0921 - DONDELINGER'S:			798.37	798.37		
Vendor 4407 - DW JONES INC:							
EIGHT05 LAUREL 87897	DW JONES INC SLFRF MAIN STREET GRANT	04/21/2025 pziemer	05/07/2025	80,000.00	80,000.00	Open	N 05/07/2025
401-9030-43430	MISCELLANEOUS			80,000.00			
	Total for vendor 4407 - DW JONES INC:			80,000.00	80,000.00		
Vendor 3544 - ERKENS WATER:							
175268 87781	ERKENS WATER SOLAR SALT	04/09/2025 pziemer	05/07/2025	75.22	75.22	Open	N 05/07/2025
225-2220-42210	OPERATING SUPPLIES			75.22			
	Total for vendor 3544 - ERKENS WATER:			75.22	75.22		
Vendor 1967 - FRONTIER PRECISION INC:							
INV323355 87818	FRONTIER PRECISION INC TRIMBLE STYLUS	04/17/2025 pziemer	05/07/2025	53.00	53.00	Open	N 05/07/2025
401-9030-42210	OPERATING SUPPLIES			53.00			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 1967 - FRONTIER PRECISION INC:				53.00	53.00		
Vendor 0186 - GALLS LLC:							
030984094							
87962	GALLS LLC	04/08/2025	05/07/2025	94.99	94.99	Open	N
	CSO FLETT INITIAL ISSUE	pziemer					05/07/2025
225-2121-41113	UNIFORM ALLOWANCE			94.99			
030995109							
87963	GALLS LLC	04/09/2025	05/07/2025	120.99	120.99	Open	N
	CSO FLETT INITIAL ISSUE	pziemer					05/07/2025
225-2121-41113	UNIFORM ALLOWANCE			120.99			
30995130							
87964	GALLS LLC	04/09/2025	05/07/2025	180.99	180.99	Open	N
	CSO FLETT INITIAL ISSUE	pziemer					05/07/2025
225-2121-41113	UNIFORM ALLOWANCE			180.99			
Total for vendor 0186 - GALLS LLC:				396.97	396.97		
Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:							
IN4820630							
87799	INNOVATIVE OFFICE SOLUTIONS LLC	04/22/2025	05/07/2025	39.27	39.27	Open	N
	NOTEPADS, STAPLER, POST ITS, PAPER	pziemer					05/07/2025
225-2120-42200	OFFICE SUPPLIES			39.27			
Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:				39.27	39.27		
Vendor 0213 - INTOXIMETERS INC:							
786095							
87975	INTOXIMETERS INC	04/29/2025	05/07/2025	110.00	110.00	Open	N
	PBT CALIBRATION SUPPLIES	pziemer					05/07/2025
225-2120-42210	OPERATING SUPPLIES			110.00			
Total for vendor 0213 - INTOXIMETERS INC:				110.00	110.00		
Vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:							
4/9/25							
87778	KITCHIGAMI REGIONAL LIBRARY - CC	04/09/2025	05/07/2025	340.50	340.50	Open	N
	REMIT LIB CC CHARGES THRU 4/9/25	pziemer					05/07/2025
211-0000-20800	DUE TO OTHER GOVT UNITS			340.50			
Total for vendor 3545 - KITCHIGAMI REGIONAL LIBRARY - CC:				340.50	340.50		
Vendor 3118 - KULZER, MICHAEL:							
4/21/25							
87882	KULZER, MICHAEL	04/21/2025	05/07/2025	18.83	18.83	Open	N
	REIMBURSE INVESTIGATOR WARE	pziemer					05/07/2025
225-2120-41113	UNIFORM ALLOWANCE			18.83			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 3118 - KULZER, MICHAEL:				18.83	18.83		
Vendor 0223 - L & M STEEL:							
042518							
87973	L & M STEEL	04/30/2025	05/07/2025	257.64	257.64	Open	N
	BALLARD STEEL	pziemer					05/07/2025
235-3170-42210	OPERATING SUPPLIES			257.64			
Total for vendor 0223 - L & M STEEL:				257.64	257.64		
Vendor 3627 - LAKES AREA WILDLIFE CONTROL:							
APR 2025							
87886	LAKES AREA WILDLIFE CONTROL	04/28/2025	05/07/2025	3,263.00	3,263.00	Open	N
	APR 25 ANIMAL CONTROL CONTRACT	pziemer					05/07/2025
225-2700-43300	PROFESSIONAL SERVICES			3,263.00			
Total for vendor 3627 - LAKES AREA WILDLIFE CONTROL:				3,263.00	3,263.00		
Vendor 0227 - LAKES PRINTING:							
00226345							
87943	LAKES PRINTING	04/08/2025	05/07/2025	46.20	46.20	Open	N
	EASTER EGG HUNT POSTER	pziemer					05/07/2025
230-5211-42210	OPERATING SUPPLIES			46.20			
Total for vendor 0227 - LAKES PRINTING:				46.20	46.20		
Vendor 3469 - LAMS INC:							
36760							
87807	LAMS INC	04/22/2025	05/07/2025	58.88	58.88	Open	N
	POLICE DEPT FLOOR MATS	pziemer					05/07/2025
225-2120-43300	PROFESSIONAL SERVICES			58.88			
39228							
87808	LAMS INC	04/22/2025	05/07/2025	48.64	48.64	Open	N
	CITY HALL FLOOR MATS	pziemer					05/07/2025
101-1940-43410	RENTAL EXPENSE			48.64			
Total for vendor 3469 - LAMS INC:				107.52	107.52		
Vendor 0232 - LEAGUE MN CITIES C/O BERKLEY ADMIN:							
40001339/1ST HALF 25							
87819	LEAGUE MN CITIES C/O BERKLEY ADMIN	04/01/2025	05/07/2025	130,205.60	130,205.60	Open	N
	PROP/CASUALTY INSURANCE 1ST & 2ND QTR	pziemer					05/07/2025
101-1400-43361	INS - GENERAL LIABILITY			1,213.64			
101-1700-43361	INS - GENERAL LIABILITY			809.77			
101-1700-43363	INS - AUTO			866.00			
101-1800-43361	INS - GENERAL LIABILITY			458.26			
101-1940-43361	INS - GENERAL LIABILITY			40.50			
101-2400-43361	INS - GENERAL LIABILITY			892.89			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
101-2400-43363	INS - AUTO			377.00			
101-9200-43361	INS - GENERAL LIABILITY			8,547.00			
101-9200-43362	INS - PROPERTY			20,609.50			
101-9200-43363	INS - AUTO			152.50			
101-9200-43365	INS - OTHER			697.47			
203-9000-43361	INS - GENERAL LIABILITY			778.53			
203-9000-43363	INS - AUTO			0.36			
203-9000-43365	INS - OTHER			19.40			
225-2120-43361	INS - GENERAL LIABILITY			33,797.65			
225-2120-43362	INS - PROPERTY			2,747.00			
225-2120-43363	INS - AUTO			14,196.87			
225-2120-43365	INS - OTHER			964.42			
225-2220-43361	INS - GENERAL LIABILITY			871.86			
225-2220-43362	INS - PROPERTY			2,862.50			
225-2220-43363	INS - AUTO			3,682.58			
225-2220-43365	INS - OTHER			700.57			
235-3100-43361	INS - GENERAL LIABILITY			4,740.53			
235-3100-43362	INS - PROPERTY			1,899.00			
235-3100-43363	INS - AUTO			2,392.00			
235-3100-43365	INS - OTHER			2,018.50			
230-5200-43361	INS - GENERAL LIABILITY			1,363.81			
230-5200-43362	INS - PROPERTY			10,362.00			
230-5200-43363	INS - AUTO			1,690.52			
230-5200-43365	INS - OTHER			528.07			
211-5500-43361	INS - GENERAL LIABILITY			60.42			
211-5500-43362	INS - PROPERTY			4,350.50			
211-5500-43365	INS - OTHER			297.24			
237-3190-43361	INS - GENERAL LIABILITY			1,354.50			
237-3190-43362	INS - PROPERTY			542.50			
237-3190-43363	INS - AUTO			683.50			
237-3190-43365	INS - OTHER			576.50			
238-3160-43361	INS - GENERAL LIABILITY			677.50			
238-3160-43362	INS - PROPERTY			271.50			
238-3160-43363	INS - AUTO			500.00			
238-3160-43365	INS - OTHER			288.50			
295-6510-43361	INS - GENERAL LIABILITY			72.24			
260-9020-43361	INS - GENERAL LIABILITY			250.00			

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87982	LEAGUE MN CITIES C/O BERKLEY ADMIN	05/01/2025	05/07/2025	1,000.00	1,000.00	Open	N
	LMC CA 426580 - PLOW HIT VEHICLE	pziemer					05/07/2025
280-9700-43470	UNINSURED LOSSES			1,000.00			
Total for vendor 0232 - LEAGUE MN CITIES C/O BERKLEY ADMIN:				131,205.60	131,205.60		

Vendor 2308 - LHB INC.:

190190.03-3

87843	LHB INC.	04/23/2025	05/07/2025	1,400.00	1,400.00	Open	N
	BRD WATER TOWER THRU 3/28/25	pziemer					05/07/2025
400-1481-43300	PROFESSIONAL SERVICES			1,400.00			
Total for vendor 2308 - LHB INC.:				1,400.00	1,400.00		

Vendor 0239 - MACQUEEN EQUIPMENT INC:

05/01/2025 01:41 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
P64352							
87789	MACQUEEN EQUIPMENT INC	04/18/2025	05/07/2025	233.60	233.60	Open	N
	SWEEPER 111 & 118 DIRT SHOES	pziemer					05/07/2025
	235-3100-42220 REPAIR & MAINT			233.60			
	Total for vendor 0239 - MACQUEEN EQUIPMENT INC:			233.60	233.60		

Vendor 1753 - MARCO - NW 7128:

INV13771483							
87785	MARCO - NW 7128	04/18/2025	05/07/2025	1,315.82	1,315.82	Open	N
	UNIFY IT 4/19/25-5/18/25	pziemer					05/07/2025
	101-1800-43309 COMPUTER SUPPORT			1,200.68			
	260-9020-43309 COMPUTER SUPPORT			115.14			
	Total for vendor 1753 - MARCO - NW 7128:			1,315.82	1,315.82		

Vendor 0889 - MENARDS - BAXTER :

43341							
87884	MENARDS - BAXTER	04/23/2025	05/07/2025	144.55	144.55	Open	N
	GGP FOUNTAIN MAINT	pziemer					05/07/2025
	230-5200-42220 REPAIR & MAINT			144.55			
	Total for vendor 0889 - MENARDS - BAXTER :			144.55	144.55		

Vendor 3394 - MIDWEST MACHINERY CO:

10431573							
87896	MIDWEST MACHINERY CO	04/24/2025	05/07/2025	75.32	75.32	Open	N
	EXMARK MOWER - PULLEY	pziemer					05/07/2025
	230-5200-42220 REPAIR & MAINT			75.32			
	Total for vendor 3394 - MIDWEST MACHINERY CO:			75.32	75.32		

Vendor 0147 - MINNESOTA SOFTBALL:

8291							
87840	MINNESOTA SOFTBALL	04/25/2025	05/07/2025	75.00	75.00	Open	N
	ADULT UMPIRE REGISTRATION	pziemer					05/07/2025
	230-5215-42210 OPERATING SUPPLIES			75.00			
	Total for vendor 0147 - MINNESOTA SOFTBALL:			75.00	75.00		

Vendor 0926 - MINNESOTA T'S:

E 64791							
87800	MINNESOTA T'S	04/17/2025	05/07/2025	23.00	23.00	Open	N
	703 UNIFORM EMBROIDERY	pziemer					05/07/2025
	225-2120-41113 UNIFORM ALLOWANCE			23.00			
	Total for vendor 0926 - MINNESOTA T'S:			23.00	23.00		

Vendor 1021 - MOTOROLA:

05/01/2025 01:41 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
8282117458							
87801	MOTOROLA	04/18/2025	05/07/2025	574.56	574.56	Open	N
	MICROPHONES X6	pziemer					05/07/2025
225-2120-41113	UNIFORM ALLOWANCE			574.56			
	Total for vendor 1021 - MOTOROLA:			574.56	574.56		

Vendor 3168 - MOTORS-N-MORE:

31096							
87777	MOTORS-N-MORE	04/24/2025	05/07/2025	50.00	50.00	Open	N
	SQD 412 OIL CHANGE/TIRES ROTATE	pziemer					05/07/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			50.00			
31085							
87802	MOTORS-N-MORE	04/17/2025	05/07/2025	50.00	50.00	Open	N
	SQD 437 OIL CHANGE	pziemer					05/07/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			50.00			
31097							
87820	MOTORS-N-MORE	04/24/2025	05/07/2025	50.00	50.00	Open	N
	SQD 410 - OIL CHANGE	pziemer					05/07/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			50.00			
	Total for vendor 3168 - MOTORS-N-MORE:			150.00	150.00		

Vendor 0273 - NAPA AUTO PARTS:

800963							
87983	NAPA AUTO PARTS	04/29/2025	05/07/2025	5.49	5.49	Open	N
	HYDRAULIC COUPLER	pziemer					05/07/2025
235-3125-42220	REPAIR & MAINT			5.49			
	Total for vendor 0273 - NAPA AUTO PARTS:			5.49	5.49		

Vendor 2839 - NATIONWIDE:

878307289/2025							
87812	NATIONWIDE	04/14/2025	05/07/2025	200.00	200.00	Open	N
	2025 RENEWAL RESTORATION BOND	pziemer					05/07/2025
235-3100-43430	MISCELLANEOUS			200.00			
	Total for vendor 2839 - NATIONWIDE:			200.00	200.00		

Vendor 0427 - NISSWA POLICE DEPT:

2ND QTR 25 TZD							
87946	NISSWA POLICE DEPT	04/29/2025	05/07/2025	619.05	619.05	Open	N
	REMIT 2ND QTR 25 TZD	pziemer					05/07/2025
225-0000-20800	DUE TO OTHER GOVT UNITS			619.05			
	Total for vendor 0427 - NISSWA POLICE DEPT:			619.05	619.05		

Vendor 0736 - NORTHLAND FIRE PROTECTION:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
62765							
87822	NORTHLAND FIRE PROTECTION	04/18/2025	05/07/2025	606.40	606.40	Open	N
	SERVICE/RE-CERT FIRE EXTINGUISHERS	pziemer					05/07/2025
235-3100-42220	REPAIR & MAINT			303.20			
230-5200-42220	REPAIR & MAINT			303.20			
Total for vendor 0736 - NORTHLAND FIRE PROTECTION:				606.40	606.40		

Vendor 0284 - OFFICE SHOP:

1154197-0							
87791	OFFICE SHOP	04/21/2025	05/07/2025	1,376.96	1,376.96	Open	N
	CHAIRS & MATS - IT DEPT	pziemer					05/07/2025
400-1800-45500-00001	IT/GIS CAPITAL OUTLAY			1,376.96			
1154204-0							
87793	OFFICE SHOP	04/22/2025	05/07/2025	41.20	41.20	Open	N
	TAPE, DISPENSER,DUSTER	pziemer					05/07/2025
203-9000-42200	OFFICE SUPPLIES			41.20			
336182-0							
87815	OFFICE SHOP	04/17/2025	05/07/2025	169.43	169.43	Open	N
	LIBRARY COPIER LEASE	pziemer					05/07/2025
211-5500-43430	MISCELLANEOUS			169.43			
1153418-0							
87816	OFFICE SHOP	04/01/2025	05/07/2025	299.00	299.00	Open	N
	CABINET FOR IT DEPT	pziemer					05/07/2025
400-1800-45500-00001	IT/GIS CAPITAL OUTLAY			299.00			
1153396-0							
87817	OFFICE SHOP	04/01/2025	05/07/2025	4,620.00	4,620.00	Open	N
	QTY 4 DESKS - IT DEPT INTEGRATION	pziemer					05/07/2025
400-1800-45500-00001	IT/GIS CAPITAL OUTLAY			4,620.00			
Total for vendor 0284 - OFFICE SHOP:				6,506.59	6,506.59		

Vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:

1647-347809							
87803	O'REILLY AUTOMOTIVE STORES INC.	04/18/2025	05/07/2025	203.06	203.06	Open	N
	SQD 402 BATTERY	pziemer					05/07/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			203.06			
1647-347997							
87804	O'REILLY AUTOMOTIVE STORES INC.	04/18/2025	05/07/2025	21.99	21.99	Open	N
	SQD 413 ANTI-FREEZE	pziemer					05/07/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			21.99			
1647-348193							
87805	O'REILLY AUTOMOTIVE STORES INC.	04/19/2025	05/07/2025	37.45	37.45	Open	N
	SQD 410 & 412 OIL	pziemer					05/07/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			37.45			
Total for vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:				262.50	262.50		

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

Vendor 2073 - PEQUOT LAKES POLICE DEPARTMENT:

2ND QTR 25 TZD

87947	PEQUOT LAKES POLICE DEPARTMENT	04/29/2025	05/07/2025	893.88	893.88	Open	N
	REMIT 2ND QTR 25 TZD	pziemer					05/07/2025
225-0000-20800	DUE TO OTHER GOVT UNITS			893.88			
	Total for vendor 2073 - PEQUOT LAKES POLICE DEPARTMENT:			893.88	893.88		

Vendor 3413 - RATWIK, ROSZAK AND MALONEY:

MARCH 2025

87980	RATWIK, ROSZAK AND MALONEY	04/01/2025	05/07/2025	17,232.72	17,232.72	Open	N
	MAR 25 RETAINER/SPECIAL SERVICES	pziemer					05/07/2025
101-1610-43301	CITY ATTORNEY			4,823.16			
101-0000-14100	DUE FROM COMPONENT UNIT			294.00			
101-1610-43301	CITY ATTORNEY			6,483.91			
101-0000-14100	DUE FROM COMPONENT UNIT			2,879.64			
101-2400-43405	NUISANCES			972.00			
401-9030-43300-23:13	PROFESSIONAL SERVICES			591.32			
260-9020-43304	LEGAL PROFESSIONAL SERVICES			414.00			
203-9000-43300	PROFESSIONAL SERVICES			774.69			
	Total for vendor 3413 - RATWIK, ROSZAK AND MALONEY:			17,232.72	17,232.72		

Vendor MISC - REMMICK INVESTMENTS LLC:

162-24

87966	REMMICK INVESTMENTS LLC	04/29/2025	05/07/2025	38,000.00	38,000.00	Open	N
	1/16/24 FIRE ESCROW RETURN	pziemer					05/07/2025
101-0000-22900	FIRE ESCROW ACCOUNT			38,000.00			
	Total for vendor MISC - REMMICK INVESTMENTS LLC:			38,000.00	38,000.00		

Vendor 3768 - SADUSKY RENOVATIONS:

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87786	SADUSKY RENOVATIONS	04/17/2025	05/07/2025	304.66	304.66	Open	N
	PLAN REVIEW - 501 COLLEGE DR	pziemer					05/07/2025
101-2400-43300	PROFESSIONAL SERVICES			304.66			

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87981	SADUSKY RENOVATIONS	04/30/2025	05/07/2025	4,373.71	4,373.71	Open	N
	PLAN REVIEW FOR CLC STUDENT SERVICES	pziemer					05/07/2025
101-2400-43300	PROFESSIONAL SERVICES			4,373.71			
	Total for vendor 3768 - SADUSKY RENOVATIONS:			4,678.37	4,678.37		

Vendor 3840 - SELVESTRA, DREW:

4/9/2025

87965	SELVESTRA, DREW	04/09/2025	05/07/2025	56.10	56.10	Open	N
	REIMB MEALS - MN SCHOOL SAFETY CONF,	pziemer					05/07/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			56.10			

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Total for vendor 3840 - SELVESTRA, DREW:				56.10	56.10		
Vendor 3612 - SEVERSON PORTER LAW:							
APR 2025							
87885	SEVERSON PORTER LAW	04/28/2025	05/07/2025	19,430.95	19,430.95	Open	N
	APR 25 PROSECUTION AGREEMENT	pziemer					05/07/2025
225-2127-43310	MISDEMEANOR PROSECUTOR			19,430.95			
Total for vendor 3612 - SEVERSON PORTER LAW:				19,430.95	19,430.95		
Vendor 0317 - SHORT ELLIOTT HENDRICKSON:							
486677							
87784	SHORT ELLIOTT HENDRICKSON	04/16/2025	05/07/2025	5,123.40	5,123.40	Open	N
	23:13 WILLOW S 6TH ROUNDABOUT THRU 3/pziemer						05/07/2025
401-9030-43300-23:13	PROFESSIONAL SERVICES			5,123.40			
Total for vendor 0317 - SHORT ELLIOTT HENDRICKSON:				5,123.40	5,123.40		
Vendor 0322 - STREICHERS PROF EQUIP:							
I1756898							
87806	STREICHERS PROF EQUIP	04/15/2025	05/07/2025	90.98	90.98	Open	N
	701 UNIFORM SHIRTS	pziemer					05/07/2025
225-2120-41113	UNIFORM ALLOWANCE			90.98			
I1757854							
87821	STREICHERS PROF EQUIP	04/21/2025	05/07/2025	52.98	52.98	Open	N
	724 FLASH LIGHT BATTERY	pziemer					05/07/2025
225-2120-42210	OPERATING SUPPLIES			52.98			
Total for vendor 0322 - STREICHERS PROF EQUIP:				143.96	143.96		
Vendor 3838 - SWANSON HASKAMP CONSULTING:							
APR 2025							
87887	SWANSON HASKAMP CONSULTING	04/29/2025	05/07/2025	2,916.67	2,916.67	Open	N
	2025 EDA CONSULTING SVCS	pziemer					05/07/2025
295-6510-43300	PROFESSIONAL SERVICES			2,916.67			
Total for vendor 3838 - SWANSON HASKAMP CONSULTING:				2,916.67	2,916.67		
Vendor 0039 - VESTIS:							
2530393996							
87782	VESTIS	04/17/2025	05/07/2025	65.85	65.85	Open	N
	RUGS AND OVERALLS	pziemer					05/07/2025
235-3100-43430	MISCELLANEOUS			65.85			
2530396517							
87842	VESTIS	04/24/2025	05/07/2025	91.58	91.58	Open	N
	RUGS AND OVERALLS	pziemer					05/07/2025
235-3100-43430	MISCELLANEOUS			91.58			

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Inv Ref#	Description	Entered By					
	GL Distribution GRANT						
2530358743							
87893	VESTIS	04/01/2025	05/07/2025	62.35	62.35	Open	N
	RUGS AND OVERALLS	pziemer					05/07/2025
235-3100-43430	MISCELLANEOUS			62.35			
	Total for vendor 0039 - VESTIS:			219.78	219.78		

Vendor 0087 - VISIT BRAINERD:

APR 2025

87890	VISIT BRAINERD	04/29/2025	05/07/2025	5,258.33	5,258.33	Open	N
	2025 EDA CONSULTING SVCS	pziemer					05/07/2025
295-6510-43300	PROFESSIONAL SERVICES			5,258.33			

FEB 25 LODGING

87891	VISIT BRAINERD	04/27/2025	05/07/2025	1,240.33	1,240.33	Open	N
	REMIT FEB 2025 LODGING TAX	pziemer					05/07/2025
101-9200-43340	LODGING TAX REMIT/PR			1,240.33			

JAN 25 LODGING -ADD

87892	VISIT BRAINERD	04/27/2025	05/07/2025	125.90	125.90	Open	N
	JAN 25 ADDTL LODGING TAX REMITTANCE	pziemer					05/07/2025
101-9200-43340	LODGING TAX REMIT/PR			125.90			
	Total for vendor 0087 - VISIT BRAINERD:			6,624.56	6,624.56		

Vendor 0888 - WEST BRAINERD AUTO SERVICE:

049807

87776	WEST BRAINERD AUTO SERVICE	04/23/2025	05/07/2025	45.00	45.00	Open	N
	TOW - 25005678 THREATS	pziemer					05/07/2025
225-2120-42210	OPERATING SUPPLIES			45.00			
	Total for vendor 0888 - WEST BRAINERD AUTO SERVICE:			45.00	45.00		

Vendor 1712 - WSB & ASSOCIATES:

R-026252-000-9

87978	WSB & ASSOCIATES	04/30/2025	05/07/2025	2,807.75	2,807.75	Open	N
	24:07 LOWELL SRTS MAR 2025	pziemer					05/07/2025
401-9030-43300-24:07	PROFESSIONAL SERVICES			2,807.75			

R-028470-000-1

87979	WSB & ASSOCIATES	04/30/2025	05/07/2025	2,543.75	2,543.75	Open	N
	M STREET STORM SEWER OUTFALL	pziemer					05/07/2025
401-9030-43300-24:08	PROFESSIONAL SERVICES			2,543.75			
	Total for vendor 1712 - WSB & ASSOCIATES:			5,351.50	5,351.50		

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Vendor 3698 - AMAZON:

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
PCard: 2257 U.S. BANK Card Holder: CITY HALL							
4/10/25							
87855	AMAZON	04/10/2025	05/07/2025	26.98	26.98	Open	N
	UMPIRE CLICKER	pziemer					05/07/2025
	230-5215-42210	OPERATING SUPPLIES		26.98			
4/4/25							
87856	AMAZON	04/04/2025	05/07/2025	38.50	38.50	Open	N
	DRY ERASE MARKER, USB LIGHTNING CABLE	pziemer					05/07/2025
	101-1940-42200	OFFICE SUPPLIES		9.52			
	101-1800-42210	OPERATING SUPPLIES		28.98			
4/1/25							
87857	AMAZON	04/01/2025	05/07/2025	45.49	45.49	Open	N
	RAM MOUNTS	pziemer					05/07/2025
	203-9000-43309	COMPUTER TECHINCAL SUPPORT		45.49			
4/1/25 - 2							
87858	AMAZON	04/01/2025	05/07/2025	50.52	50.52	Open	N
	PICKLEBALLS	pziemer					05/07/2025
	230-5231-42210	OPERATING SUPPLIES		50.52			
3/26/25							
87859	AMAZON	04/01/2025	05/07/2025	124.98	124.98	Open	N
	BISSEL VACUUM & CHAIR ARMREST	pziemer					05/07/2025
	101-1800-42220	REPAIR & MAINT		124.98			
4/11/25							
87860	AMAZON	04/11/2025	05/07/2025	150.74	150.74	Open	N
	CABLE TONE GENERATOR & PROBE	pziemer					05/07/2025
	101-1800-42210	OPERATING SUPPLIES		150.74			
4/14/25							
87861	AMAZON	04/14/2025	05/07/2025	1,803.30	1,803.30	Open	N
	MONITOR ARMS & VERSADESKS QTY 5	pziemer					05/07/2025
	400-1800-45500-00001	IT/GIS CAPITAL OUTLAY		1,803.30			
4/2/25							
87862	AMAZON	04/02/2025	05/07/2025	385.68	385.68	Open	N
	AMAZON WEB SERVICES MARCH 2025	pziemer					05/07/2025
	101-1800-43309	COMPUTER SUPPORT		385.68			
3/26/25 - 2							
87881	AMAZON	04/01/2025	05/07/2025	7.07	7.07	Open	N
	VACUUM BAGS	pziemer					05/07/2025
	101-1940-42220	REPAIR & MAINT		7.07			
		Total for vendor 3698 - AMAZON:		2,633.26	2,633.26		

Vendor 3489 - APWA-MN CHAPTER:

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	GL Distribution GRANT						

PCard: 2257 U.S. BANK Card Holder: CITY HALL

4/4/25

87865

APWA-MN CHAPTER

04/04/2025

05/07/2025

621.29

621.29

Open

N

APWA MN 2025 SPRING CONF. J DEHN

pziemer

05/07/2025

101-1700-43330

PROFESSIONAL DEVELOPMENT

621.29

Total for vendor 3489 - APWA-MN CHAPTER:

621.29

621.29

Vendor 3156 - COUNTRY INN & SUITES:

4/16/25

87880

COUNTRY INN & SUITES

04/16/2025

05/07/2025

101.11

101.11

Open

N

HOTEL

pziemer

05/07/2025

238-3160-43330

PROFESSIONAL DEVELOPMENT

101.11

Total for vendor 3156 - COUNTRY INN & SUITES:

101.11

101.11

Vendor 1919 - CWC LAND DEPARTMENT:

4/15/25

87867

CWC LAND DEPARTMENT

04/15/2025

05/07/2025

10.00

10.00

Open

N

SELF SERVICE WEB FEE

pziemer

05/07/2025

101-2400-43433

DUES & SUBSCRIPTIONS

10.00

Total for vendor 1919 - CWC LAND DEPARTMENT:

10.00

10.00

Vendor 1342 - UNIVERSITY OF MINNESOTA:

4/15/25

87866

UNIVERSITY OF MINNESOTA

04/15/2025

05/07/2025

170.00

170.00

Open

N

25-MS4001 REGULATORY ENF. J.DEHN

pziemer

05/07/2025

238-3160-43330

PROFESSIONAL DEVELOPMENT

170.00

Total for vendor 1342 - UNIVERSITY OF MINNESOTA:

170.00

170.00

Vendor 3697 - USPS:

4/9/25

87863

USPS

04/09/2025

05/07/2025

11.10

11.10

Open

N

MAIL MDH PLAN REVIEWS PROJ: 17-12 & 2

pziemer

05/07/2025

401-1712-43322

POSTAGE

5.55

401-9030-43322-25:04

POSTAGE

5.55

4/11/25

87864

USPS

04/11/2025

05/07/2025

9.60

9.60

Open

N

21-13 MDH PLAN REVIEW MAILING

pziemer

05/07/2025

401-9030-43322-21:13

POSTAGE

9.60

Total for vendor 3697 - USPS:

20.70

20.70

Vendor 3858 - ZOOM VIDEO COMMUNICATIONS:

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
PCard: 2257 U.S. BANK Card Holder: CITY HALL							
4/18/25							
87868	ZOOM VIDEO COMMUNICATIONS	04/18/2025	05/07/2025	31.98	31.98	Open	N
	ZOOM 4/18/25-5/17/25	pziemer					05/07/2025
101-1800-43309	COMPUTER SUPPORT			31.98			
	Total for vendor 3858 - ZOOM VIDEO COMMUNICATIONS:			31.98	31.98		
Total PCard: 2257 U.S. BANK Card Holder: CITY HALL				3,588.34	3,588.34		

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						

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

Vendor 4174 - FIREHOSEDIRECT:

4/2/25							
87937	FIREHOSEDIRECT	04/02/2025	05/07/2025	706.54	706.54	Open	N
	QTY 2 HYDRANT ADAPTORS	pziemer					05/07/2025
225-2220-42210	OPERATING SUPPLIES			706.54			
	Total for vendor 4174 - FIREHOSEDIRECT:			706.54	706.54		

Vendor 0515 - HARTING SHOE REPAIR:

4/15/25							
87934	HARTING SHOE REPAIR	04/15/2025	05/07/2025	10.40	10.40	Open	N
	BOOT REPAIR R.KALIS	pziemer					05/07/2025
225-2220-42210	OPERATING SUPPLIES			10.40			
	Total for vendor 0515 - HARTING SHOE REPAIR:			10.40	10.40		

Vendor 2989 - HOME DEPOT:

4/15/25							
87936	HOME DEPOT	04/15/2025	05/07/2025	59.68	59.68	Open	N
	JANITORIAL SUPPLIES	pziemer					05/07/2025
225-2220-42210	OPERATING SUPPLIES			59.68			
	Total for vendor 2989 - HOME DEPOT:			59.68	59.68		

Vendor 4410 - HYATT PLACE HOTEL:

4/11/25							
87935	HYATT PLACE HOTEL	04/11/2025	05/07/2025	624.30	624.30	Open	N
	IA ROPE TRNG HOTEL T.HOLMES	pziemer					05/07/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			624.30			
	Total for vendor 4410 - HYATT PLACE HOTEL:			624.30	624.30		

Vendor 4411 - PARATECH UNIVERSITY:

4/29/25							
87939	PARATECH UNIVERSITY	04/29/2025	05/07/2025	200.00	200.00	Open	N
	PARATECH UNIVERSITY COX, KALIS	pziemer					05/07/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			200.00			
4/29/25 - 2							
87940	PARATECH UNIVERSITY	04/29/2025	05/07/2025	300.00	300.00	Open	N
	PARATECH UNIVERSITY L.ANDERSON, PRAS	pziemer					05/07/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			300.00			
	Total for vendor 4411 - PARATECH UNIVERSITY:			500.00	500.00		

Vendor 3985 - THE INN ON LAKE SUPERIOR:

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	GRANT						
PCard: 2257 U.S. BANK Card Holder: FIRE							
3/26/25							
87938	THE INN ON LAKE SUPERIOR	04/01/2025	05/07/2025	(183.00)	(183.00)	Open	N
	CREDIT - INCORRECT ROOM RATE -FOTOS (pziemer						05/07/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			(183.00)			
	Total for vendor 3985 - THE INN ON LAKE SUPERIOR:			(183.00)	(183.00)		
Total PCard: 2257 U.S. BANK Card Holder: FIRE				1,717.92	1,717.92		

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						

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

Vendor 3698 - AMAZON:

4/3/25							
87877	AMAZON	04/03/2025	05/07/2025	52.47	52.47	Open	N
	SCISSORS, PENS, PRIZE WHEEL, TAPE	pziemer					05/07/2025
	211-5503-43430	MISC - USE OF HOLDEN TRUST		52.47			
		Total for vendor 3698 - AMAZON:		52.47	52.47		

Vendor MISC - MAILCHIMP:

4/4/25							
87871	MAILCHIMP	04/04/2025	05/07/2025	45.00	45.00	Open	N
	EMAIL SUBSCRIPTION SERVICE	pziemer					05/07/2025
	211-5503-43430	MISC - USE OF HOLDEN TRUST		45.00			
		Total for vendor MISC - MAILCHIMP:		45.00	45.00		

Vendor 3943 - PLUNKETT'S PEST CONTROL:

4/8/25							
87875	PLUNKETT'S PEST CONTROL	04/08/2025	05/07/2025	73.03	73.03	Open	N
	PEST CONTROL	pziemer					05/07/2025
	211-5500-42220	REPAIR & MAINT		73.03			
		Total for vendor 3943 - PLUNKETT'S PEST CONTROL:		73.03	73.03		

Vendor 0039 - VESTIS:

3/27/25							
87873	VESTIS	04/01/2025	05/07/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					05/07/2025
	211-5500-42220	REPAIR & MAINT		32.95			
4/3/25							
87874	VESTIS	04/03/2025	05/07/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					05/07/2025
	211-5500-42220	REPAIR & MAINT		32.95			
4/10/25							
87876	VESTIS	04/10/2025	05/07/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					05/07/2025
	211-5500-42220	REPAIR & MAINT		32.95			
4/17/25							
87878	VESTIS	04/17/2025	05/07/2025	32.95	32.95	Open	N
	RUG SERVICE	pziemer					05/07/2025
	211-5500-42220	REPAIR & MAINT		32.95			
		Total for vendor 0039 - VESTIS:		131.80	131.80		

Vendor 0006 - WALMART COMMUNITY/GEGRB:

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
PCard: 2257 U.S. BANK Card Holder: LIBRARY							
4/16/25							
87872	WALMART COMMUNITY/GEGRB	04/15/2025	05/07/2025	43.40	43.40	Open	N
	GLOVES, DUSTERS, TRASHBAGS	pziemer					05/07/2025
211-5500-42220	REPAIR & MAINT			43.40			
	Total for vendor 0006 - WALMART COMMUNITY/GEGRB:			43.40	43.40		
Total PCard: 2257 U.S. BANK Card Holder: LIBRARY				345.70	345.70		

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						

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

Vendor 3711 - COSTCO:

4/17/25							
87850	COSTCO	04/17/2025	05/07/2025	107.35	107.35	Open	N
	CANDY - EASTER EGG HUNT	pziemer					05/07/2025
	230-5211-42210	OPERATING SUPPLIES		107.35			
4/18/25							
87879	COSTCO	04/18/2025	05/07/2025	228.69	228.69	Open	N
	EASTER EGG HUNT, CANDY	pziemer					05/07/2025
	230-5211-42210	OPERATING SUPPLIES		228.69			
	Total for vendor 3711 - COSTCO:			336.04	336.04		

Vendor 0925 - ERICKSON'S GREENHOUSE:

4/23/25							
87851	ERICKSON'S GREENHOUSE	04/23/2025	05/07/2025	280.72	280.72	Open	N
	TREES FOR PARKS	pziemer					05/07/2025
	230-5225-42220	REPAIR & MAINT		280.72			
	Total for vendor 0925 - ERICKSON'S GREENHOUSE:			280.72	280.72		

Vendor 2989 - HOME DEPOT:

4/10/25							
87852	HOME DEPOT	04/10/2025	05/07/2025	140.58	140.58	Open	N
	BREAKER, VALVE BOX	pziemer					05/07/2025
	230-5280-42220	REPAIR & MAINT		93.96			
	230-5200-42220	REPAIR & MAINT		46.62			
	Total for vendor 2989 - HOME DEPOT:			140.58	140.58		

Vendor 0932 - ORIENTAL TRADING CO., INC:

4/2/25							
87853	ORIENTAL TRADING CO., INC	04/02/2025	05/07/2025	159.96	159.96	Open	N
	EASTER EGG HUNT SUPPLIES	pziemer					05/07/2025
	230-5211-42210	OPERATING SUPPLIES		159.96			
	Total for vendor 0932 - ORIENTAL TRADING CO., INC:			159.96	159.96		

Vendor 4408 - PILOT ROCK:

4/22/25							
87854	PILOT ROCK	04/22/2025	05/07/2025	1,015.00	1,015.00	Open	N
	QTY 12 - HEAT SHIELD FOR PICNIC TABLE	pziemer					05/07/2025
	230-5280-42210	OPERATING SUPPLIES		1,015.00			
	Total for vendor 4408 - PILOT ROCK:			1,015.00	1,015.00		

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

1,932.30 1,932.30

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						

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

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

Vendor 3698 - AMAZON:

4/8/25							
87918	AMAZON	04/08/2025	05/07/2025	106.24	106.24	Open	N
	FACIAL TISSUE/FLASH DRIVES	pziemer					05/07/2025
	225-2120-42220	REPAIR & MAINT		13.28			
	225-2120-42210	OPERATING SUPPLIES		92.96			
4/22/25							
87931	AMAZON	04/22/2025	05/07/2025	39.97	39.97	Open	N
	SPOTLIGHT	pziemer					05/07/2025
	225-2120-42210	OPERATING SUPPLIES		39.97			
		Total for vendor 3698 - AMAZON:		146.21	146.21		

Vendor 3420 - BCA :

4/15/25							
87925	BCA	04/15/2025	05/07/2025	300.00	300.00	Open	N
	717 - BCA DEATH & MISSING PERSON TRN	pziemer					05/07/2025
	225-2120-43330	PROFESSIONAL DEVELOPMENT		300.00			
		Total for vendor 3420 - BCA :		300.00	300.00		

Vendor 2716 - FBI/LEEDA:

4/11/25							
87924	FBI/LEEDA	04/11/2025	05/07/2025	795.00	795.00	Open	N
	702 - FBI LEEDA TRAINING	pziemer					05/07/2025
	225-2120-43330	PROFESSIONAL DEVELOPMENT		795.00			
		Total for vendor 2716 - FBI/LEEDA:		795.00	795.00		

Vendor 3719 - FLEET FARM:

4/18/25							
87927	FLEET FARM	04/18/2025	05/07/2025	26.99	26.99	Open	N
	DEPT LAUNDRY SOAP	pziemer					05/07/2025
	225-2120-42220	REPAIR & MAINT		26.99			
		Total for vendor 3719 - FLEET FARM:		26.99	26.99		

Vendor 3999 - GRANDSTAY HOTEL:

4/28/25							
87906	GRANDSTAY HOTEL	04/13/2025	05/07/2025	122.94	122.94	Open	N
	TRT 715 SOTA CONF. HOTEL	pziemer					05/07/2025
	225-2131-43330	PROFESSIONAL DEVELOPMENT		122.94			
4/13/25							
87907	GRANDSTAY HOTEL	04/13/2025	05/07/2025	122.94	122.94	Open	N
	TRT 729 SOTA CONF. HOTEL	pziemer					05/07/2025

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
PCard: 2257 U.S. BANK Card Holder: POLICE							
225-2131-43330	PROFESSIONAL DEVELOPMENT			122.94			
4/13/25 - 2							
87908	GRANDSTAY HOTEL	04/13/2025	05/07/2025	284.02	284.02	Open	N
	TRT 715 SOTA CONF. HOTEL	pziemer					05/07/2025
225-2131-43330	PROFESSIONAL DEVELOPMENT			284.02			
4/13/25 - 3							
87909	GRANDSTAY HOTEL	04/13/2025	05/07/2025	264.96	264.96	Open	N
	TRT 729 SOTA CONF. HOTEL	pziemer					05/07/2025
225-2131-43330	PROFESSIONAL DEVELOPMENT			264.96			
	Total for vendor 3999 - GRANDSTAY HOTEL:			794.86	794.86		

Vendor 3982 - HOLIDAY INN:

4/23/25							
87932	HOLIDAY INN	04/23/2025	05/07/2025	121.41	121.41	Open	N
	709 NON-CRIMINAL BARRICADE TRNG	pziemer					05/07/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			121.41			
	Total for vendor 3982 - HOLIDAY INN:			121.41	121.41		

Vendor 0664 - MN POST BOARD:

3/26/25							
87912	MN POST BOARD	04/01/2025	05/07/2025	270.00	270.00	Open	N
	708, 718, 711 - PEACE OFFICER LICENSE	pziemer					05/07/2025
225-2120-43433	DUES & SUBSCRIPTIONS			270.00			
	Total for vendor 0664 - MN POST BOARD:			270.00	270.00		

Vendor 3871 - MN STATE COLLEGES & UNIVERSITIES:

3/28/25							
87913	MN STATE COLLEGES & UNIVERSITIES	04/01/2025	05/07/2025	172.50	172.50	Open	N
	CPR CARDS	pziemer					05/07/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			172.50			
	Total for vendor 3871 - MN STATE COLLEGES & UNIVERSITIES:			172.50	172.50		

Vendor 4198 - SOTA MIDWEST:

4/12/25							
87923	SOTA MIDWEST	04/12/2025	05/07/2025	(395.00)	(395.00)	Open	N
	CREDIT - TRT 709 SOTA CONFERENCE	pziemer					05/07/2025
225-2131-43330	PROFESSIONAL DEVELOPMENT			(395.00)			
	Total for vendor 4198 - SOTA MIDWEST:			(395.00)	(395.00)		

Vendor 4306 - TACTACAM REVEAL:

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

GL Distribution GRANT

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

3/31/25							
87914	TACTACAM REVEAL	04/01/2025	05/07/2025	1.13	1.13	Open	N
	REACTIVE CAMERA 4 SUBSCRIPTION	pziemer					05/07/2025
225-2120-43433	DUES & SUBSCRIPTIONS			1.13			
3/31/25 - 2							
87915	TACTACAM REVEAL	04/01/2025	05/07/2025	1.15	1.15	Open	N
	REACTIVE CAMERA 3 SUBSCRIPTION	pziemer					05/07/2025
225-2120-43433	DUES & SUBSCRIPTIONS			1.15			
4/3/25							
87917	TACTACAM REVEAL	04/03/2025	05/07/2025	49.00	49.00	Open	N
	APRIL CAMERA SUBSCRIPTION X4	pziemer					05/07/2025
225-2120-43433	DUES & SUBSCRIPTIONS			49.00			
	Total for vendor 4306 - TACTACAM REVEAL:			51.28	51.28		

Vendor 4409 - THE SUITES HOTEL AT WATERFRONT PLAZ:

4/28/25							
87905	THE SUITES HOTEL AT WATERFRONT PLAZ	04/28/2025	05/07/2025	340.84	340.84	Open	N
	727 MN SCHOOL SAFETY CONFERENCE - HO	pziemer					05/07/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			340.84			
	Total for vendor 4409 - THE SUITES HOTEL AT WATERFRONT PLAZ:			340.84	340.84		

Vendor 3697 - USPS:

3/25/25							
87910	USPS	04/01/2025	05/07/2025	5.35	5.35	Open	N
	POSTAGE	pziemer					05/07/2025
225-2120-43322	POSTAGE			5.35			
3/26/25							
87911	USPS	04/01/2025	05/07/2025	35.77	35.77	Open	N
	STOP THE BLEED TRAINING SUPPLIES	pziemer					05/07/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			35.77			
3/31/25							
87916	USPS	04/01/2025	05/07/2025	11.70	11.70	Open	N
	POSTAGE	pziemer					05/07/2025
225-2120-43322	POSTAGE			11.70			
4/8/25							
87919	USPS	04/08/2025	05/07/2025	1.77	1.77	Open	N
	POSTAGE	pziemer					05/07/2025
225-2120-43322	POSTAGE			1.77			
4/11/25 - 2							
87921	USPS	04/11/2025	05/07/2025	9.68	9.68	Open	N
	POSTAGE	pziemer					05/07/2025
225-2120-43322	POSTAGE			9.68			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
PCard: 2257 U.S. BANK Card Holder: POLICE							
4/11/25 - 3							
87922	USPS	04/11/2025	05/07/2025	11.10	11.10	Open	N
	POSTAGE	pziemer					05/07/2025
225-2120-43322	POSTAGE			11.10			
4/15/25							
87926	USPS	04/15/2025	05/07/2025	1.77	1.77	Open	N
	POSTAGE	pziemer					05/07/2025
225-2120-43322	POSTAGE			1.77			
4/18/25							
87928	USPS	04/18/2025	05/07/2025	219.00	219.00	Open	N
	POSTAGE - 3 ROLLS	pziemer					05/07/2025
225-2120-43322	POSTAGE			219.00			
4/21/25							
87929	USPS	04/21/2025	05/07/2025	11.10	11.10	Open	N
	POSTAGE	pziemer					05/07/2025
225-2120-43322	POSTAGE			11.10			
4/24/25							
87933	USPS	04/24/2025	05/07/2025	5.25	5.25	Open	N
	POSTAGE	pziemer					05/07/2025
225-2120-43322	POSTAGE			5.25			
Total for vendor 3697 - USPS:				312.49	312.49		
Vendor 3924 - VISTA PRINT:							
4/21/25							
87930	VISTA PRINT	04/21/2025	05/07/2025	28.48	28.48	Open	N
	721SR BUSINESS CARDS	pziemer					05/07/2025
225-2120-42210	OPERATING SUPPLIES			28.48			
Total for vendor 3924 - VISTA PRINT:				28.48	28.48		
Vendor 3856 - WALGREEN CO:							
4/8/25							
87920	WALGREEN CO	04/08/2025	05/07/2025	2.24	2.24	Open	N
	OFFICER OF THE YEAR PHOTO	pziemer					05/07/2025
225-2120-43300	PROFESSIONAL SERVICES			2.24			
Total for vendor 3856 - WALGREEN CO:				2.24	2.24		
Total PCard: 2257 U.S. BANK Card Holder: POLICE				2,967.30	2,967.30		

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						

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

Vendor 3719 - FLEET FARM:

3/27/25

87869	FLEET FARM	04/01/2025	05/07/2025	84.56	84.56	Open	N
	KEROSENE FOR PATCH TRAILER	pziemer					05/07/2025
235-3100-42220	REPAIR & MAINT			84.56			
	Total for vendor 3719 - FLEET FARM:			84.56	84.56		

Vendor 3885 - THE UPS STORE:

4/2/25

87870	THE UPS STORE	04/02/2025	05/07/2025	50.65	50.65	Open	N
	SHIP - JET HEAD REBUILD	pziemer					05/07/2025
237-3190-42220	REPAIR & MAINT			50.65			
	Total for vendor 3885 - THE UPS STORE:			50.65	50.65		

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

# of Invoices:	182	# Due:	182	Totals:	490,243.56	490,243.56
# of Credit Memos:	2	# Due:	2	Totals:	(578.00)	(578.00)
Net of Invoices and Credit Memos:					489,665.56	489,665.56

* 1 Net Invoices have Credits Totalling:	(12,925.00)
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--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	3,173.64
101-0000-22900	FIRE ESCROW ACCOUNT	38,000.00
101-1400-43361	INS - GENERAL LIABILITY	1,213.64
101-1610-43301	CITY ATTORNEY	11,307.07
101-1700-43330	PROFESSIONAL DEVELOPMENT	621.29
101-1700-43361	INS - GENERAL LIABILITY	809.77
101-1700-43363	INS - AUTO	866.00
101-1800-42210	OPERATING SUPPLIES	611.11
101-1800-42220	REPAIR & MAINT	124.98
101-1800-43309	COMPUTER SUPPORT	1,750.34
101-1800-43330	PROFESSIONAL DEVELOPMENT	925.00
101-1800-43361	INS - GENERAL LIABILITY	458.26
101-1940-42200	OFFICE SUPPLIES	9.52
101-1940-42220	REPAIR & MAINT	7.07
101-1940-43361	INS - GENERAL LIABILITY	40.50
101-1940-43380	UTILITIES	879.99
101-1940-43381	BPU UTILITIES	1,809.92
101-1940-43410	RENTAL EXPENSE	48.64
101-2400-43300	PROFESSIONAL SERVICES	4,678.37
101-2400-43350	PRINTING/LEGAL PUBLICATION	92.00
101-2400-43361	INS - GENERAL LIABILITY	892.89
101-2400-43363	INS - AUTO	377.00
101-2400-43405	NUISANCES	972.00

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
101-2400-43433	DUES & SUBSCRIPTIONS			10.00			
101-9200-43300	PROFESSIONAL SERVICES			7,975.00			
101-9200-43340	LODGING TAX REMIT/PR			1,366.23			
101-9200-43350	LEGAL PUBLICATIONS			25.21			
101-9200-43361	INS - GENERAL LIABILITY			8,547.00			
101-9200-43362	INS - PROPERTY			20,609.50			
101-9200-43363	INS - AUTO			152.50			
101-9200-43365	INS - OTHER			697.47			
101-9200-43381	BPU UTILITIES			260.10			
202-6323-45510	CAPITAL - RESIDENTIAL			8,069.00			
202-6323-45520	CAPITAL - SINGLE FAM RENTAL			46.00			
203-9000-42200	OFFICE SUPPLIES			41.20			
203-9000-43300	PROFESSIONAL SERVICES			774.69			
203-9000-43309	COMPUTER TECHINCAL SUPPORT			45.49			
203-9000-43361	INS - GENERAL LIABILITY			778.53			
203-9000-43363	INS - AUTO			0.36			
203-9000-43365	INS - OTHER			19.40			
203-9000-43401	VEHICLE REPAIRS			6,666.19			
203-9000-43440	TRANSIT SERVICE CONTRACT PY			64,641.61			
211-0000-20800	DUE TO OTHER GOVT UNITS			340.50			
211-5500-42220	REPAIR & MAINT			378.43			
211-5500-43300	PROFESSIONAL SERVICES			675.00			
211-5500-43361	INS - GENERAL LIABILITY			60.42			
211-5500-43362	INS - PROPERTY			4,350.50			
211-5500-43365	INS - OTHER			297.24			
211-5500-43380	UTILITIES			1,594.56			
211-5500-43381	BPU UTILITIES			1,480.20			
211-5500-43430	MISCELLANEOUS			169.43			
211-5503-43430	MISC - USE OF HOLDEN TRUST			97.47			
211-5505-43430	MISC - COPY MACHINE PYMTS			97.70			
225-0000-20800	DUE TO OTHER GOVT UNITS			3,180.17			
225-2120-41113	UNIFORM ALLOWANCE			707.37			
225-2120-42200	OFFICE SUPPLIES			39.27			
225-2120-42210	OPERATING SUPPLIES			378.06			
225-2120-42220	REPAIR & MAINT			40.27			
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			412.50			
225-2120-43300	PROFESSIONAL SERVICES			122.22			
225-2120-43322	POSTAGE			276.72			
225-2120-43330	PROFESSIONAL DEVELOPMENT			1,821.62			
225-2120-43361	INS - GENERAL LIABILITY			33,797.65			
225-2120-43362	INS - PROPERTY			2,747.00			
225-2120-43363	INS - AUTO			14,196.87			
225-2120-43365	INS - OTHER			964.42			
225-2120-43380	UTILITIES			315.40			
225-2120-43381	BPU UTILITIES			3,840.70			
225-2120-43433	DUES & SUBSCRIPTIONS			321.28			
225-2121-41113	UNIFORM ALLOWANCE			439.54			
225-2127-43310	MISDEMEANOR PROSECUTOR			19,430.95			
225-2131-43330	PROFESSIONAL DEVELOPMENT			399.86			
225-2220-42210	OPERATING SUPPLIES			1,185.41			
225-2220-43330	PROFESSIONAL DEVELOPMENT			941.30			
225-2220-43331	LEASED PAYMENTS			80.69			
225-2220-43361	INS - GENERAL LIABILITY			871.86			
225-2220-43362	INS - PROPERTY			2,862.50			
225-2220-43363	INS - AUTO			3,682.58			
225-2220-43365	INS - OTHER			700.57			
225-2220-43380	UTILITIES			560.28			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
	225-2220-43381	BPU UTILITIES		2,324.23			
	225-2700-43300	PROFESSIONAL SERVICES		3,628.50			
	230-5200-42220	REPAIR & MAINT		1,095.46			
	230-5200-43361	INS - GENERAL LIABILITY		1,363.81			
	230-5200-43362	INS - PROPERTY		10,362.00			
	230-5200-43363	INS - AUTO		1,690.52			
	230-5200-43365	INS - OTHER		528.07			
	230-5200-43380	UTILITIES		838.69			
	230-5200-43381	BPU UTILITIES		4,060.77			
	230-5211-42210	OPERATING SUPPLIES		542.20			
	230-5215-42210	OPERATING SUPPLIES		101.98			
	230-5225-42220	REPAIR & MAINT		280.72			
	230-5231-42210	OPERATING SUPPLIES		50.52			
	230-5280-42210	OPERATING SUPPLIES		1,015.00			
	230-5280-42220	REPAIR & MAINT		93.96			
	230-5280-43380	UTILITIES		28.73			
	235-3100-42220	REPAIR & MAINT		637.35			
	235-3100-43361	INS - GENERAL LIABILITY		4,740.53			
	235-3100-43362	INS - PROPERTY		1,899.00			
	235-3100-43363	INS - AUTO		2,392.00			
	235-3100-43365	INS - OTHER		2,018.50			
	235-3100-43380	UTILITIES		838.69			
	235-3100-43381	BPU UTILITIES		23,316.05			
	235-3100-43430	MISCELLANEOUS		419.78			
	235-3125-42220	REPAIR & MAINT		5.49			
	235-3170-42210	OPERATING SUPPLIES		2,557.64			
	236-3180-43381	BPU UTILITIES		37.50			
	237-3190-42220	REPAIR & MAINT		50.65			
	237-3190-43361	INS - GENERAL LIABILITY		1,354.50			
	237-3190-43362	INS - PROPERTY		542.50			
	237-3190-43363	INS - AUTO		683.50			
	237-3190-43365	INS - OTHER		576.50			
	238-3160-43300	PROFESSIONAL SERVICES		1,700.00			
	238-3160-43330	PROFESSIONAL DEVELOPMENT		271.11			
	238-3160-43361	INS - GENERAL LIABILITY		677.50			
	238-3160-43362	INS - PROPERTY		271.50			
	238-3160-43363	INS - AUTO		500.00			
	238-3160-43365	INS - OTHER		288.50			
	260-9020-43304	LEGAL PROFESSIONAL SERVICES		414.00			
	260-9020-43309	COMPUTER SUPPORT		115.14			
	260-9020-43361	INS - GENERAL LIABILITY		250.00			
	274-6505-43430	MISCELLANEOUS		100.00			
	277-6517-43430	MISCELLANEOUS		100.00			
	280-9700-43470	UNINSURED LOSSES		1,000.00			
	281-6514-43430	MISCELLANEOUS		100.00			
	283-6506-43430	MISCELLANEOUS		100.00			
	292-6503-43430	MISCELLANEOUS		100.00			
	293-6512-43430	MISCELLANEOUS		100.00			
	295-6510-43300	PROFESSIONAL SERVICES		12,092.34			
	295-6510-43361	INS - GENERAL LIABILITY		72.24			
	400-1481-43300	PROFESSIONAL SERVICES		1,400.00			
	400-1800-45500-00001	IT/GIS CAPITAL OUTLAY		12,473.80			
	400-2120-45500	POLICE CAPITAL OUTLAY		798.37			
	400-9050-45530	CAPITAL - OTHER		898.20			
	401-1003-43380	UTILITIES		52.71			
	401-1712-43322	POSTAGE		5.55			
	401-1712-43350	LEGAL PUBLICATIONS		321.90			

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
	401-9030-42210	OPERATING SUPPLIES		53.00			
	401-9030-43300-23:13	PROFESSIONAL SERVICES		5,714.72			
	401-9030-43300-24:07	PROFESSIONAL SERVICES		2,807.75			
	401-9030-43300-24:08	PROFESSIONAL SERVICES		2,543.75			
	401-9030-43322-21:13	POSTAGE		9.60			
	401-9030-43322-25:04	POSTAGE		5.55			
	401-9030-43430	MISCELLANEOUS		80,000.00			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
--- TOTALS BY FUND ---							
101 -	GENERAL FUND			109,312.01	109,312.01		
202 -	SCDP GRANTS			8,115.00	8,115.00		
203 -	TRANSIT FUND			72,967.47	72,967.47		
211 -	LIBRARY FUND			9,541.45	9,541.45		
225 -	PUBLIC SAFETY FUND			100,269.79	100,269.79		
230 -	PARK & RECREATION FUND			22,052.43	22,052.43		
235 -	STREET & SEWER FUND			38,825.03	38,825.03		
236 -	PARKING LOT FUND			37.50	37.50		
237 -	SANITARY SEWER FUND			3,207.65	3,207.65		
238 -	STORM SEWER FUND			3,708.61	3,708.61		
260 -	AIRPORT FUND			779.14	779.14		
274 -	ROYAL TIRE TIF			100.00	100.00		
277 -	ARTSPACE TIF FUND			100.00	100.00		
280 -	PACKAGE INSURANCE FUND			1,000.00	1,000.00		
281 -	JIMMY JOHN'S TIF			100.00	100.00		
283 -	TACO JOHN'S TIF FUND			100.00	100.00		
292 -	TIMBERLAND TWNHMS TIF			100.00	100.00		
293 -	BRAINERD MALL TIF FUND			100.00	100.00		
295 -	EDA FUND			12,164.58	12,164.58		
400 -	CAPITAL PROJECTS FUND			15,570.37	15,570.37		
401 -	CONSTRUCTION FUND			91,514.53	91,514.53		
--- TOTALS BY DEPT/ACTIVITY ---							
0000 -				44,694.31	44,694.31		
1003 -	10:03 DWNTWN MAIN CNTRACT			52.71	52.71		
1400 -	ADMINISTRATION			1,213.64	1,213.64		
1481 -	HISTORIC WATER TOWER REPA			1,400.00	1,400.00		
1610 -	LEGAL-CIVIL ATTORNEY			11,307.07	11,307.07		
1700 -	ENGINEERING			2,297.06	2,297.06		
1712 -	17:12 Wright St Resurfaci			327.45	327.45		
1800 -	IT/GIS			16,343.49	16,343.49		
1940 -	CITY HALL			2,795.64	2,795.64		
2120 -	POLICE DEPARTMENT			60,779.72	60,779.72		
2121 -	COMMUNITY SERVICE			439.54	439.54		
2127 -	MISDEMEANOR PROSECUTOR			19,430.95	19,430.95		
2131 -	TACTICAL TEAM			399.86	399.86		
2220 -	FIRE DEPARTMENT			13,209.42	13,209.42		
2400 -	COMMUNITY DEVL/INSPECTION			7,022.26	7,022.26		
2700 -	ANIMAL CONTROL			3,628.50	3,628.50		
3100 -	S & S MAINTENANCE			36,261.90	36,261.90		
3125 -	SNOW REMOVAL			5.49	5.49		
3160 -	STORM SEWER EXPENSE			3,708.61	3,708.61		

05/01/2025 01:41 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 05/05/2025 - 05/05/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 36/36

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
--- TOTALS BY DEPT/ACTIVITY ---							
	3170 - TRAFFIC CONTROL			2,557.64	2,557.64		
	3180 - PARKING LOTS EXPENSE			37.50	37.50		
	3190 - SANITARY SEWER EXPENSE			3,207.65	3,207.65		
	5200 - PARK MAIN/ADMINISTRATION			19,939.32	19,939.32		
	5211 - SPECIAL EVENTS PROGRAM			542.20	542.20		
	5215 - ADULT SOFTBALL			101.98	101.98		
	5225 - MEMORIAL BENCHES & TREE PROGRAM			280.72	280.72		
	5231 - PICKLEBALL			50.52	50.52		
	5280 - CAMPGROUND			1,137.69	1,137.69		
	5500 - LIBRARY-BUDGETED			9,005.78	9,005.78		
	5503 - HOLDEN TRUST DONATION USE			97.47	97.47		
	5505 - TAXABLE FEES			97.70	97.70		
	6323 - SE BRAINERD SCDP GRANT			8,115.00	8,115.00		
	6503 - TIMBERLAND TWNHMS TIF			100.00	100.00		
	6505 - ROYAL TIRE TIF			100.00	100.00		
	6506 - TACO JOHN'S TIF			100.00	100.00		
	6510 - ECONOMIC DEVELOPMENT AUTH			12,164.58	12,164.58		
	6512 - BRAINERD MALL TIF			100.00	100.00		
	6514 - JIMMY JOHN'S TIF			100.00	100.00		
	6517 - ARTSPACE TIF FUND			100.00	100.00		
	9000 - TRANSIT FUND			72,967.47	72,967.47		
	9020 - AIRPORT M & O			779.14	779.14		
	9030 - CONSTRUCTION PROJ-MISC			91,134.37	91,134.37		
	9050 - CAPITAL PROJECTS-MISC			898.20	898.20		
	9200 - CITY-WIDE			39,633.01	39,633.01		
	9700 - PACKAGE INSURANCE			1,000.00	1,000.00		

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 CZECHOK AND BEVANS, DULY CARRIED, TO APPROVE THE AGENDA.

Staff requested that Council add an additional item to the consent calendar approving temporary on-sale liquor license application submitted by the Brainerd Eagles for an Event to be held on April 26, 2025, at Memorial Park.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECHOK AND YEAGER TO APPROVE THE CONSENT CALENDAR WITH THE ADDITION.

- 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**
- I. Approve Temporary On-Sale Liquor License Application Submitted by the Brainerd Eagles for an Event to be held on April 26, 2025 at Memorial Park (added item)**

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 7:34 p.m.

Mike Higgins, 1801 Mill Ave, stated that the City's Engineering department made a visit to his property without his knowledge to assess a potential illicit discharge in his stormwater ponds. He does not agree with not being contacted about the department making a visit and also commented on the poorly maintained City stormwater ponds. He also stated that he did not appreciate Member Yeager's addition of not being allowed to trim trees to his CUP as now he cannot maintain the trees around his property the proper way. He believes that the City should focus more on other properties that have maintenance issues on Mill Avenue rather than on his property. He stated that he is disappointed that Administrator Broyles has not read the comprehensive plan.

The following people spoke in favor of a year-round warming shelter and asked the Council to reconsider their decision on the conditional use permit:

Sarah Nelson Katzenberger, 978 Holton Avenue

Eric Holst, 21471 Paradise Dr, Nisswa
Amanda Quisberg, 11680 Shadow Trail Dr
Brandon Winn, 313 N 9th St
Shannon Mills, 8449 Travis Trl
Sarah Marshall, 133 Carol Ln
Christi Ramler, 27094 Middle Cullen Rd, Pequot Lakes
Matt Karlgaard, 16236 Birchwood Ln
Marie Francis, 1603 S 6th St

Jana Shogren, Executive Director, Bridges of Hope, stated that Brainerd's Public Safety Goal states: "Brainerd will protect and provide for the safety all residents and visitors making efficient use of existing facilities to ensure access to emergency services for all residents and visitors". Sometimes visitors to our area are tourists, sometimes they are unhoused. She stated that 70% of people stay at the Bridge for two weeks or less. She asked whether tourist events that emergency calls have are being held to the same standard as the calls from around the warming shelter. The Bridge is a landing point where its visitors have better opportunities to establish more stable living conditions. The Bridge requested to extend its permit to summer months in response to Ordinance 1571. She is also concerned about reissuing their permit for only one year as opposed to three years. The one year permit prohibits being able to develop a long-term business plan.

The Chair closed the public forum at 8:07 p.m.

Council Committee Reports

Safety and Public Works Committee

Direction on Active Code Enforcement

Committee Chair Erickson gave an overview of the properties.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO PURSUE LEGAL ACTION WITH THE CITY ATTORNEY AND ISSUING A \$300 CITATION EVERY MONTH THE PROPERTY AT 507 1ST AVE NE REMAINS OCCUPIED AND UNLICENSED, OBTAIN AN ADMINISTRATIVE SEARCH WARRANT AND TOW THE VEHICLES AT 1106 QUINCE ST, AND ISSUE A \$300 CITATION EVERY MONTH UNTIL THE ACCESSORY STRUCTURE AT 1111 13TH ST SE IS REMOVED.

Adopt Resolution Approving the Lakes Area Drug Investigative Division Joint Powers Agreement

Committee Chair Erickson stated that the cities of Brainerd, Baxter, and Crow Wing County are all current members, the LADID Board has approved adding Mille Lacs Tribal Police to the cooperative.

Member Johnson asked about the administration of the grant.

Chief Davis stated that the administrative load is handled by the Sheriff's office. They do not receive additional compensation for being the fiscal agent.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK APPROVING THE LAKES AREA DRUG INVESTIGATIVE DIVISION JOINT POWERS AGREEMENT.

RESOLUTION 32:25

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

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

Committee Chair Erickson stated that the grant award is \$650,000. This bid is for the construction portion of the project.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AWARD OF THE IMPROVEMENT 24-07 CONTRACT TO DECHANTAL EXCAVATING IN THE AMOUNT OF \$432,625.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO ADOPT RESOLUTION APPROVING THE TERMS OF THE SAFE ROUTES TO SCHOOL GRANT AGREEMENT.

RESOLUTION 33:25

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

Adopt Resolution Approving Cooperative Construction Agreement - TH 371B/Willow Street Roundabout Project

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO ADOPT RESOLUTION IN WHICH ENTERS INTO THE COOPERATIVE CONSTRUCTION AGREEMENT WITH MNDOT FOR THE TH 371B/WILLOW STREET ROUNDABOUT PROJECT.

RESOLUTION 34:25

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

Approve Event/Parking Lot Closure- Farmers Market Application with DDBC

Committee Chair Erickson stated that the market originally wanted to utilize the Front Street parking lot. There were concerns from local business owners about using the lot. Staff suggested City Hall parking lot and spoke with Borden Steinbauer who hold several leased spaces in the lot and worked out a compromise in writing for them to continue parking in the lot during the event.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE DDBC'S REQUEST TO CONDUCT A FARMERS MARKETS ON FRIDAYS FROM MAY 16 TO OCTOBER 10, 2025 IN THE CITY HALL PARKING LOT.

Award Bid - Imp 25-01 - 2025 Chip Seal Project

Committee Chair Erickson stated that the bid was under budget. Greenwood Street was previously approved as an add/alternate. Due to the low bid, Greenwood Street will be included in the project.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AWARD IMPROVEMENT 25-01 - 2025 CHIP SEAL PROJECT TO ASPHALT SURFACE TECHNOLOGIES CORP. IN THE TOTAL BID AMOUNT OF \$162,338.

Consider Transit Consultant Services

Committee Chair Erickson the City hires a third-party vendor to operate transit services. Staff has documented several areas where the vendor has fallen short, to the point where the City has been levying fines as a part of the transit contract.

Member Czeczok thanked Engineer Dehn for including performance measures and consequences in the contract.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE CONSULTING SERVICES FOR TRANSIT SYSTEM AND PROVIDE A RECOMMENDATION TO CITY COUNCIL FOR TRANSIT OPERATIONS IN 2026.

Approve Placement of Large Planter Near Holiday Station by The High School

Member Johnson stated that he is worried about placing only one planter.

Committee Chair Erickson stated that the planter will be placed throughout the summer to soften the community to the idea of the sidewalk not being in use as parking. Staff will look for a more permanent solution. Staff contacted Holiday staff who were in favor of the placement.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE STAFF PLACING ONE PLANTER NEAR THE HOLIDAY STATION TO PREVENT CARS FROM PARKING ON THE SIDEWALK.

Discussion and Review of New City Ordinance of Street Performers/Buskers

Committee Chair Erickson stated that the City does not currently have a street performer ordinance to regulate street performances.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO MODIFY THE PRESENTED DRAFT ORDINANCE AND PRESENT AT THE NEXT MEETING.

Personnel and Finance Committee

Approve Library Exterior and Mechanical Repairs Project - Price Proposal

Committee Chair Johnson stated that there is \$426,000 budgeted. The Library is having humidity issues with the HVAC installed last year. This additional service may be warranty work, that is yet to be determined.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE PRICE PROPOSAL FOR THE LIBRARY EXTERIOR AND MECHANICAL REPAIRS PROJECT INCLUDING THE \$6,735 FOR BALANCING OF AIR SYSTEMS IN THE PROJECT BUDGET, TOTALING \$344,941 IN PROJECT COSTS.

Review Draft Ordinance Ending Future Rural Service District Properties

Committee Chair Johnson stated that staff have reviewed properties to ensure that they qualify for placement in the rural service district. All properties legitimately in the rural service district will remain, no additional properties will be added to the district.

Member Czczok asked what change is made to a property to disqualify them from the rural service district.

Committee Chair Johnson stated that once water and sewer are installed to the curb, they are no longer qualified for the district.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO DIRECT STAFF TO BRING THE ORDINANCE AS A FIRST READING TO THE NEXT CITY COUNCIL MEETING.

Authorize Backfilling the Meter Service Worker Position

Committee Chair Johnson stated that the Service Worker retired last fall, the Public Utilities Commission wanted time to review the necessity of the position. We are approaching construction season, and would like to backfill the position.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, 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.

Accept Resignation of Officer Colton Gutenkauf

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO ACCEPT THE RESIGNATION OF POLICE OFFICER COLTON GUTENKAUF EFFECTIVE APRIL 10, 2025; FURTHER, TO AUTHORIZE STAFF TO BEGIN THE HIRING PROCESS TO BACKFILL THE POSITION.

Approve the Hiring of CSO Jackson Flett

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO RATIFY THE HIRING OF JACKSON FLETT AS A COMMUNITY SERVICE OFFICER EFFECTIVE APRIL 22, 2025, AT \$21.31 PER HOUR.

Approve the Reclassification of Brandon Burgau from Police Intern to CSO

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO RECLASSIFY POLICE INTERN BRANDON BURG AU TO A COMMUNITY SERVICE OFFICER EFFECTIVE APRIL 23, 2025.

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**

Adopt Resolution Denying Conditional Use Permit - My Neighbor to Love

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO ADOPT RESOLUTION DENYING THE CONDITIONAL USE PERMIT REQUEST FOR PARCELS 41040800 AND 41040801 LOCATED ON NW 3RD STREET.

RESOLUTION 35:25

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

First Reading of Proposed Ordinance 1582 - Establishing Process for Cannabis Retail Registration

Finance Director Hillman gave an overview of the process the City may establish for cannabis retail registrations. She stated that Staff have been working with the City Attorney and recommends a first come first serve basis for the registrations. The registrations could open as soon as May 15th.

Chair O'Day stated that he would like to see a merit based approach, but does understand that there is extra effort for that approach. He feels that the people who are most organized will be the first to apply.

Member Johnson asked what a legal merit-based approach would look like. He stated that he would like to see local businesses receive these registrations.

Finance Director Hillman stated that she provided the City of Anoka as an example in the packet. She believes that merit based would be time consuming. Staff are recommending first come first served because of the timeline. She also believes that merit-based registrations may open the City up to potential issues.

Member Czczok asked about the length of the registration, and whether the location needs to be established prior to the registration.

Finance Director Hillman stated that the initial permit is for eighteen months and yearly after that. She is unsure whether the location needs to be established prior to issuance of the registration.

Member Bevans asked whether the fee has been established for the registration. He suggested a higher fee to obtain the registration as a way to deter dispensaries.

Finance Director Hillman stated that the City did originally establish a fee. However, the State has now established that a municipalities registration fee can only be up to 50% of the State fee. The State's fee is unknown at this time.

Attorney Langel stated that he understands that it will be half of what the State requires. He does not think higher registration fees will be able to be established by the City.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK, DULY CARRIED, TO 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, ON A FIRST COME FIRST SERVICE

BASIS, SETTING THE FEE AT THE STATE MAXIMUM, AND DISPENSE WITH THE ACTUAL READING.

Member Johnson stated he would like to hold a public hearing as he likes to hear from the public on these types of matters.

Member Bevans stated that this ordinance is just for the application process, the Council has already determined that it would allow two retail dispensaries.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND CZECZOK TO CONDUCT THE SECOND READING AT THE MAY 5TH COUNCIL MEETING, FOREGOING A PUBLIC HEARING.

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

New Business

Public Hearing and Adopt Resolution - Order Improvement and Order Preparation of Plans - Improvement 23-14 - Hawkins-Ronald-Joseph Resurfacing Project

Public Works Director Habighorst gave an overview of the project.

Member Bevans asked about the methodology for the sewer.

Public Works Director Habighorst stated that the sewer will be lined. He also stated that the rate study will be brought back to the City Council.

The Chair opened the public hearing at 8:48 p.m.

The following citizens had questions about the logistics of the improvement. Chair O'Day encouraged them to speak with City Engineer Dehn with their questions.

Jerry Steinke, 315 Hawkins Dr
Steve Quinn, 1704 S 7th St
Anthony Whipple, 606 Hawkins Dr
Gary Lane, 1654 S 7th St
Marie Francis, 1603 S 6th St
Joan Bigner, 207 Hawkins Dr

Dave Christensen, 1606 S 7th St, stated that he lives on the alley, and that what once was a resurface has now become an excessively expensive project.

The chair closed the public hearing at 8:56 p.m.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK TO ADOPT RESOLUTION ORDERING IMPROVEMENT 23-16 HAWKINS-RONALD-JOSEPH RESURFACING AND PREPARATION OF PLANS.

RESOLUTION 36:25

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.

Consider Conditional Use Permit for the Construction of a Church - 1511 Northern Pacific Rd (1481 location)

Community Development Director Kramvik gave an overview of the permit. Planning Commission unanimously approved the Conditional Use Permit as presented.

Member Johnson asked whether all churches in the City need a Conditional Use Permit.

Community Development Director Kramvik stated the Planning Commission is working on reviewing the allowed use table. The Planned Unit Development for the NP Center has an underlying zoning of Town Center which requires a conditional use permit for a church.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON, DULY CARRIED, TO APPROVE THE CONDITIONAL USE PERMIT REQUEST FOR 1511 NORTHERN PACIFIC RD FOR THE CONSTRUCTION OF A CHURCH AT 1481 NORTHERN PACIFIC RD AS PRESENTED.

Consider Conditional Use Permit for Expansion of Adult Day Care Services - 1919 S 6th St

Community Development Director Kramvik gave an overview of the permit. The Planning Commission unanimously approved the Conditional Use Permit as presented.

MOVED AND SECONDED BY COUNCIL MEMBERS YEAGER AND JOHNSON, DULY CARRIED, TO APPROVE THE CONDITIONAL USE PERMIT REQUEST AT 1919 S 6TH ST FOR THE EXPANSION OF ADULT DAY CARE SERVICES.

Consider Interim Use Permit Renewal for a Short-Term Rental - 714 7th St S

Community Development Director Kramvik gave an overview of the permit. The Planning Commission unanimously approve the Interim Use Permit with conditions.

Member Yeager asked about the communication of the expiration of the permit.

Community Development Director Kramvik stated that due to the owner owning several properties in different municipalities he was confused about the expiration. The certification from the County establishes the expiration clearly so he feels there are no additional steps needed by staff to ensure deadlines.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND YEAGER, DULY CARRIED, TO APPROVE THE INTERIM USE PERMIT AT 714 S 7TH ST WITH THE FOLLOWING CONDITIONS: CONTINUE SUBMITTING LODGING TAX TO THE FINANCE DEPARTMENT ON A MONTHLY BASIS, THE INTERIM USE PERMIT SHALL EXPIRE ON APRIL 21ST, 2027, THE INTERIM USE PERMIT SHALL TERMINATE UPON SALE OR TRANSFER OF THE PROPERTY TITLE.

First Reading - Proposed Ordinance 1581 to Consider Data Center Ordinance

Community Development Director Kramvik gave an overview of the ordinance. The Planning Commission held a public hearing at its last meeting and unanimously recommended the approval of the ordinance.

Member Czczok asked about the Water and Wastewater Plan review timeline.

City Engineer Dehn stated that it's a way for the Public Utilities Department to review the plan. The MPCA requires 180-day timeframe for review prior to construction, it would also give the City time to review the plan as well.

Member Johnson asked about the electric load use condition. He also asked about the "system impact study".

Community Development Director Kramvik stated that CTC or the County could potentially be considered a "data center" and would potentially need to apply for a conditional use permit but would not be affected by this ordinance. The system impact study would be done by a third party with review by Public Utilities.

Member Johnson questioned the level of regulation.

Chair O'Day asked whether there are businesses in the City that aren't official data centers that would be affected by the ordinance. He wouldn't want the ordinance to hinder any businesses who aren't a cryptocurrency.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO CONDUCT THE FIRST READING OF ORDINANCE 1581 AND DISPENSE WITH THE ACTUAL READING.

Staff Reports

Finance Director Hillman stated that Minnesota Senate District 6 will be holding the Special 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 Utilities Commission meeting will be held at the Public Utility meeting room.

Public Works Director Habighorst stated the Easter Egg Hunt was held at Gregory Park this past weekend. It was very successful.

Community Development Director Kramvik gave an overview of the Planning Commissions agenda for its next meeting.

Administrator Broyles thanked Finance Director Hillman and staff for their assistance during his vacation. The workshop to discuss Council priorities will be on April 28th, staff has taken into consideration Council's suggestion on the tracker.

Mayor's Report

Mayor Badeaux wished everyone a Happy Easter. The Gregory Park Easter Egg Hunt was great. He attended the BLAEDC Board meeting, he will be making a great effort to promote Economic Development. BLAEDC is holding their annual meeting, and he will be speaking at the event about the priorities of local municipalities. Finally, he announced that the Police vs. Firefighters Softball game will be on Thursday, July 24th at Mills Field.

Council Member Reports

Member Czczok wished everyone a Happy Easter. The Teen Challenge Choir was at his church and they "blew the roof off", the testimonies from the members were powerful.

Member Bevans stated that he attended the Easter Egg Hunt at Gregory, it was great, and thanked staff for their work. The Northside Residents will hold their monthly meeting at The Center and Public Works Director Habighorst will be speaking. He passed out a flier for the bike

park at the Arboretum, that may be open as early as the first week of May. The Friends of the Library held their annual book sale at the Mall.

Member Yeager gave an update on the Airport. The Airport purchased a cupping plow via grants, the local match was about \$15,000. The Airport Commission will hold a budget workshop, will not be holding their meetings at City Hall, is reviewing the Civil Air Patrol lease for renewal, and finally will not be replacing the Deputy Director position at this time. He apologized to Mr. Higgins as he did not intend his statements to be received in malice. He wants Mr. Higgins as a partner moving forward.

Member Johnson stated that its important for all members of the community to respect members of our staff. He heard from the citizen who had requested the bollard at Holiday, who stated that parking in front lawns on 6th Street is concerning.

Member Erickson stated that he will be attending the Region 5 Development Commission meeting.

Chair O'Day reminded the Council to put time and effort into thinking about their priorities prior to the workshop on April 28th.

Adjourn

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

The Chair adjourned the meeting to closed session at 9:27 p.m

The Council took a five-minute break then went into clod session.

The Chair reconvened the meeting at 9:46 p.m.

MOVED AND SECONDED BY MEMBERS STUNEK AND ERICKSON, DULY CARRIED, TO ADJOURN TO COUNCIL WORKSHOP ON APRIL 28, 2025, AT 6:30 PM IN CITY COUNCIL CHAMBERS TO DISCUSS PRIORITIES.

The Chair adjourned the meeting at 9:46 p.m.



Nicholas W. Broyles
City Administrator



Brainerd Fire Department Monthly Report

April 2025

April was a productive month for the Brainerd Fire Department, marked by strong community engagement, effective emergency response, and ongoing training to ensure operational readiness.

We had several opportunities to engage with the community and share our fire safety message:



- Conducted multiple station tours for local groups.
- Presented a fire safety program at Gracewin Living Cooperative in Baxter.
- Participated in the Day of the Young Child event at ECFE in Baxter.
- Attended the 2025 Healthy Kids Day at the YMCA.

In total, we delivered our fire safety message to over 450 individuals in April. We also supported several local school events by assisting with water tank filling for their Polar Plunge activities.





Brainerd Fire Department Monthly Report

April 2025

April was also marked by a high number of incident responses, including:

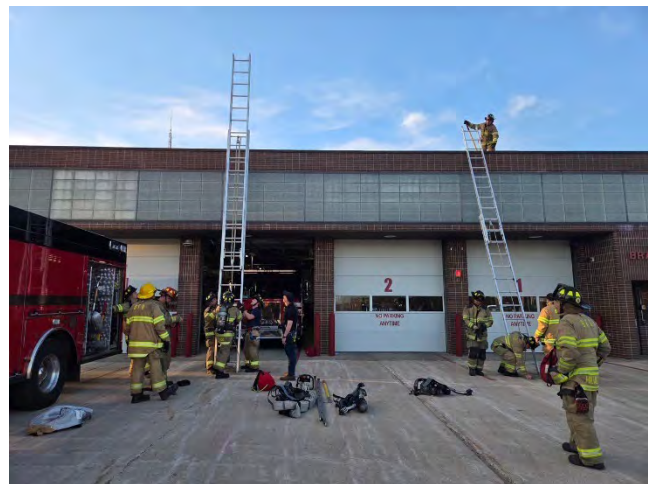
- Multiple wildland fire incidents
- An industrial fire
- Several structure fires

Our crews responded with professionalism and efficiency under some challenging conditions.



Training remained a key focus this month, covering a range of essential topics:

- EMS: Bleeding control, patient assessments, respiratory emergencies, and EMS equipment review



- Fire Operations: Pump and Aerial operations, Rapid Intervention Team (RIT) tactics and equipment, ground ladder operations
- Incident Review: After-Action Review of the Crow Wing Recycling fire



Brainerd Fire Department Monthly Report

April 2025

- Specialized Training: Quarterly Unmanned Aerial Systems (UAS) training



- Rope Rescue: Chief Holmes completed a 40-hour Rope Rescue Technician I/II training course

We continue to prioritize both preparedness and community engagement in our mission to protect Brainerd and surrounding communities.

BRAINERD FIRE COVERAGE AREA INCIDENT REPORT	
Type of NFIRS Incident (National Fire Incident Reporting System)	Coverage Area Total Incidents (Includes City of Brainerd)
Fire	10
Rescue & Emergency Medical Service	7
Hazardous Condition	4
Service Calls	5
Good Intent Call	9
Alarm Activation	14
TOTAL	49
Type of NFIRS Incident (National Fire Incident Reporting System)	City of Brainerd Total Incidents
Fire	2
Rescue & Emergency Medical Service	3
Hazardous Condition	4
Service Calls	3
Good Intent Call	2
Alarm Activation	13
TOTAL	27

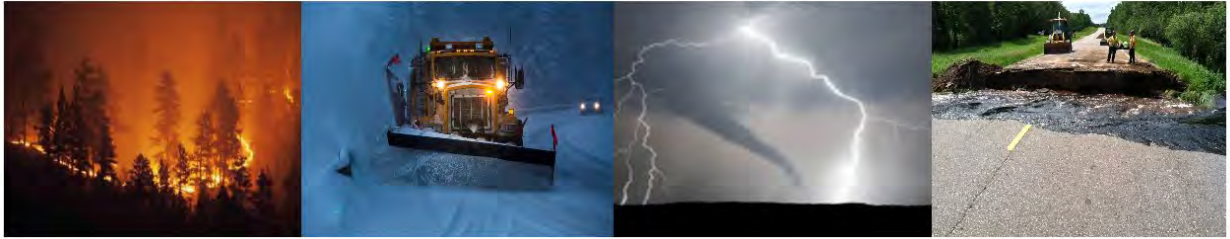


Brainerd Fire Department Monthly Report

April 2025

INSPECTIONS	
Fire Alarm	28
Fire Pump	1
Hood Suppression	24
Commercial Kitchen Exhaust	3
Special Suppression	1
5 Year Sprinkler	6
Sprinkler System	30

CROW WING COUNTY ALERT



Your safety is our top concern – that’s why the City of Brainerd has teamed up with Crow Wing County to make sure you know about emergencies and incidents as they happen.

The City of Brainerd uses Crow Wing County Alert powered by Everbridge to make sure you know about issues that may affect your safety. This system allows the City of Brainerd to contact thousands of residents in seconds, so you can find out about an emergency right away.

The success of this service relies on **YOU**. ***Having your latest contact information is the only way to ensure that we can contact you in an emergency.*** Please sign up at

<https://member.everbridge.net/index/892807736729514#/signup>

or scan the QR Code – it only takes about a minute to enroll!





HR DIRECTOR REPORT

In this report:

- Union Updates
- Integration Update
- Wellness Committee
- Performance Evaluations
- Personnel

Union Updates

The City and Teamsters (Police Lieutenant & Sergeants) Union have certified the outstanding issues that will be decided by Interest Arbitration.

The signed 2024-2026 contract was received from the IBEW Public Utilities Union on April 5th.

Staff met with the USW (Hydro) Union representatives on April 21st. A Tentative Agreement was reached which will be provided to the Council for consideration at the May 5th meeting.

Integration Update

On April 7th, the Council directed to cease and desist discussions of utility services being included in the Public Works Department that would require a Charter change. The Council also decided not to conduct a workshop or move forward with the integration of the Finance Departments.

Wellness Committee

Our annual Biometric Screening was held on April 17, 2025, in the Fire Department Training Room. We had 33 timeslots available with 31 of them being filled. This was a great turnout and the Wellness Committee wants to thank all employees that participated.

The Wellness Committee will be doing a walk in the park Lunch 'N Learn sometime in May. More information to come!

During May, Brainerd employees will be competing in a Walking Challenge against other entities in the Better Health Collective Health Insurance Pool Good luck Brainerd team members!

Performance Evaluations

Supervisors are meeting with employees to present their Performance Reviews. Reviews are due to the HR Department by May 5th for filing.

Personnel

New Hires/Promotions for City/BPU/HRA:

Mitchel Lachelt - Journeyman Lineworker (04/07)

Jackson Flett - CSO (04/22)

Brandon Burgau - CSO (04/23)

Farewell to:

Colton Gutenkauf - Police Officer (04/10)

Current Job Opportunities:

Interim Public Utilities Director - First round of applicant review began on April 29th by Staff and Public Utilities Personnel Committee.

GIS Specialist - Job Offer has been extended and applicant is going through hiring process.

Network Administrator - Going through interview process.

Technology Specialist - Job Offer has been extended and applicant is going through hiring process.

Police Officer - Accepting applications through May 13th.

Laborer - Reviewing applications.

Electric Distribution Supervisor - Reviewing applications.

Meter Serviceworker - Internal Applicants Only - Reviewing applicants.

Parks & Rec. Intern - Job Offer has been extended and applicant is going through hiring process.

Parks Weekend Custodial Worker - Open until filled.

Utilities Seasonal Laborer - Open until filled.

Utilities Wastewater/Water Intern - Open until filled.

Utilities Water Distribution Intern - Open until filled.

Concession Stand Worker - Open until filled.

Umpire - Adult Softball - Open until filled.

Weekend Ball Field Maintenance - Open until filled.

HRA - Housing Director - Job Offer extended.

Tenant Activities Coordinator for the Crosby HRA (Overseen by the Brainerd HRA) - Open until filled.

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



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
MAY 5, 2025; CITY COUNCIL MEETING

RECREATION REPORT

- Registration for pickleball leagues opened
- Ordering for concessions
- Bracket for Early Bird Tournament
- Preparing schedules for the softball leagues
- Prepare schedule for umpires and concession workers
- Train concession workers
- Train tourney maintenance worker
- Manager softball meeting & Umpire meeting 4/29

PARKS MAINTENANCE REPORT

- Put up batting cages
- Put out bases
- Installed 45' bade pegs on softball fields
- Preparing for Eater Egg Hunt
- Testing all scoreboards
- Installed all Brainerd History signs and made posts
- Putting out all picnic tables
- Cleaning up concession stands
- Working on JCP warming house
- Put up all composite number plates
- Dragging, chalking, and painting fields
- Garbage collection
- Put decals & running boards on new trucks



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
MAY 5, 2025; CITY COUNCIL MEETING

STREETS & SEWER MAINTENANCE REPORT

- Completed spring street sweeping
- Completed stump grinding in north Brainerd
- Started grading alleys and parking lots
- Continued GIS storm sewer mapping updates and corrections
- Continued pothole patching
- Set up and pick up of election equipment for special election.
- Changed out downtown storm sewer drain lids.

TRANSIT REPORT

- 1st Quarter 2025 Invoicing completed. No outstanding invoices currently.
- Weekly meetings with the new transit software Spare to ensure smooth transition.
 - a. Soft launch date 6/24/25. Tentative live launch date 7/8/24.
 - b. Customer app and website are being created now, and data migration is in progress.
- Fare analysis and COOP invoicing are completed. Recommendation for Baxter to match Brainerd's fares in progress.
- Weekly operations meetings with Blue Sky. Vehicle maintenance noncompliance and violation of FTA procurement procedures are at the top of the prolonged issues discussed.
- Blue Sky hired 1 new dispatcher, 2 new part time drivers. Lack of training of new staff continues to be a concern and performance shows a lack of knowledge, experience and training.
- Blue Sky was fined for nonperformance in March \$12,925. These fines consisted of:



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
MAY 5, 2025; CITY COUNCIL MEETING

- a. 3 – failure to notify city of vehicle breakdowns, accidents, injuries or other unusual occurrences within on hour
- b. 29 – failure to comply with procedures, rules, regulations
- c. 3 – Failure of contractor to provide necessary reports, information, or other required data relating to the public transit system
- d. 1 – failure to provide missing pre-trip/post-trip inspection reports
- e. 1 – failure to provide monthly maintenance record
- f. 5 – violations of city policies, operating procedures and/or State and Federal laws, rules and regulations
- g. 15 – failure of contractor to have an adequate number of properly trained drivers and dispatchers
- h. 1 – failure to maintain adequate number of buses
- i. 7 – failure of contractor to answer the dispatch telephone promptly and consistently at a rate of 85% or higher daily
- j. 134 – failure to accurately enter every trip (data entry inaccuracy)
- Performed internal audit on inspection sheets to enforce compliance. Sheets have been missing and maintenance items that have been noted are not addressed.
- Bus 191 contractor failed to address inspection report issues and warranty issues causing over \$4000.00 of damage to the bus.
- Bus 119 contractor has failed to resolve damages to bus since December of 2024 and has refused to have the necessary repairs made. City has stepped in and will ensure the repairs are addressed and contractor fined.
- Contractor has failed to receive approval for repairs over \$500 on numerous occasions and is not following warranty policies.
- Maintenance vendors have raised concern with experiencing ongoing challenges with communicating when working with Blue Sky management.
-



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
MAY 5, 2025; CITY COUNCIL MEETING

- Concerns regarding maintenance communication and training support email notification was sent to Blue Sky.
- Biweekly meetings with consultants on Transit Contracted Service Analysis. Next meeting will review transit scenarios with qualitative scoring.
- Pequot Lakes/Crow Wing County residents have been contacting Transit often requesting public transit services to resume service in their area.
- Transit staff are refreshing their approach to tracking KPI's.

ENGINEERING DIVISION

Beech/Oakridge Reconstruction Project

Staff is wrapping up final designs and requesting approval to advertise the project for bids. We will also be working with MnDOT on their review of the plans as well. Michels continues relocation of the CenterPoint trunk gas main on Oakridge and Beech over the next several weeks. Street construction will start shortly following the relocation. Following award of the project, staff will continue to coordinate with project partners and send out flyers for residents preparing them for the construction season.

Wright/10th Reconstruction Project

Bids are opening on May 1st with an award recommendation for the Council at the 5/5 meeting. Once the project has been bid and awarded, staff intends to mail flyers to adjacent properties to prepare for construction. Continued effort will be taken to coordinate with utilities for conflicts prior to construction.

TH 371B/Willow Roundabout Project

A court hearing is scheduled to determine review of the final easements required for the project. Plans are finalized and ready for advertisement once state approval



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
MAY 5, 2025; CITY COUNCIL MEETING

to do so is received. Staff and SEH will coordinate closely with Crow Wing County on the timing for the project as we get closer to summer.

South Brainerd Resurfacing Project

Contract documents have been executed and a pre-construction meeting is scheduled between the contractors, Bolton & Menk, and City staff. Current estimates are that the project will commence in early June and be completed before mid-summer.

Hawkins-Ronald-Joseph Resurfacing Project

Moore Engineering is continuing development of the design plans. It is intended to have this project occur during the 2025 season with close coordination with the TH 371B/Willow Street Roundabout project as the local detour for that project will utilize Joseph Street during construction of the roundabout.

2025 Lowell Safe Routes to School Project

Contract documents are being executed with the contractor, DeChantal Excavating. Following execution, a pre-construction meeting will be scheduled to discuss project details such as schedule.

TH 210/Washington Street Reconstruction Project

MnDOT is continuing to develop plans from the 60% stage to the 90% stage. Staff was able to meet with a couple members on the Council Aesthetics PMT to collect input and comments on the aesthetics plan details to be included in the final plans. Staff has received initial feedback from MnDOT on those comments and is collecting more information. Staff continues to work with SRF and MnDOT to develop utility and street lighting plans that will be included with the street reconstruction.



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
MAY 5, 2025; CITY COUNCIL MEETING

SE 15th/Rosewood Alley Watermain/Sanitary Sewer Main Project

The Contractor has completed installation of the sanitary sewer and new watermain. Final restoration items remain in the 15th Street intersection.

M Street Storm Sewer Outfall Repair Project

Staff was able to meet with WSB staff on-site to review the project area and begin work on preparing the repair designs. Staff is requesting Council direction to clarify the scope of work beyond the storm sewer outfall. It is intended that this work will be completed in 2025.

2025 Chip Sealing Project

The project has been awarded and contract documents are being executed. Following contract execution, staff will coordinate with the contractor on a proposed schedule for this work.

2025 Large Patching Project

Staff is presenting the two proposals received for the requested list of large patching areas. Following award, staff will coordinate with the contractor on a proposed schedule for this work.

Library Exterior and Mechanical Repairs Project

Staff has sent the approved price proposal to the contractor and is working on executing contract documents. Following contract execution, staff will be reviewing shop drawings for replacement items with Library staff on “fit and finish” items. Following that, staff will coordinate with the contractors on a proposed schedule of work. It is likely that this work will be completed in Fall 2025.



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
MAY 5, 2025; CITY COUNCIL MEETING

2025 City Tree Plantings Project

Staff has received proposals for the annual tree plantings throughout both streets and parks for 2025. Street tree locations include the remaining tree locations on College Drive. Parks tree locations are planned for Jaycees and Triangle Parks.

Buffalo Hills Parking Lot Project

The contractor is finishing the grading and gravel work within the park for the parking lot and removal of the roadway, including construction of the new berms adjacent to the softball fields. Final items that remain are mainly adjacent to Bluffalo Hills Lane in relation to removal of the west entrance way.

South Brainerd Reconstruction Project (2024)

Work is complete on this project. Staff is waiting on final turf restoration to be complete before final acceptance and contract close out.

O Street Outfall Repair Project (2024)

Work is complete on this project. Staff is waiting on final turf restoration to be complete before final acceptance and contract close out.

Laurel Street Bridge Repair Project (2024)

Work is complete on this project. Staff is waiting on final turf restoration to be complete before final acceptance and contract close out.

Parks ARPA Projects (2024)

Work is complete on this project with excepting minor punchlist items. Staff is waiting on final turf restoration to be complete before final acceptance and contract close out.



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
MAY 5, 2025; CITY COUNCIL MEETING

Historic Water Tower Project – Phase 2 (2024)

The contractor is waiting on weather conditions to improve before the window replacement can be completed this spring. Once complete, staff will review for final acceptance and contract close out.

Police Department Exterior Repairs Project (2024)

The contractor is waiting on weather conditions to improve before performing the EIFS repairs and window/door replacements. Once complete, staff will review the project items for completion for final acceptance and contract close out.

Other Activities

- Participated in weekly check-in meetings for TH 371B/Willow Street Roundabout Project
- Reviewed building permits for appropriate erosion control plans and requirements
- Reviewed and approved excavation and utility permits
- Met with contractor on-site at Buffalo Hills park
- Met with developer to discuss plans in Brainerd Oaks West
- Continued coordination for relocation work on 2025 construction projects with CenterPoint Energy
- Issued two addendums for Wright/10th Reconstruction project
- Participated in PW Department Division meeting
- Met with MnDOT staff to discuss comments on current scope of aesthetics on TH 210 Reconstruction project
- Answered assessment questions on Hawkins-Ronald-Joseph Resurfacing Project
- Submitted Beech/Oakridge plans for State Aid review



PARKS DEPARTMENT MAINTENANCE AND RECREATION REPORT
MAY 5, 2025; CITY COUNCIL MEETING

- Designed and performed hydraulic storm sewer analysis for Beech/Oakridge project
- Sent out large patch request for proposals
- Inspected sanitary sewer service connections
- Reviewed shop drawings for South Brainerd Resurfacing project
- Assisted with questions regarding SCDP grant application for TH 210 Reconstruction project
- Hosted required annual MS4 training for various staff
- Participated in discussion regarding Region 5 Long-Range Transportation Plan development
- Revised GASB asset inventory updates
- Performed final walkthrough and punch list discussion with contractor on Parks ARPA project
- Hosted utility coordination meeting for City's reconstruction projects for 2025
- Met with County Engineer to discuss several items within City on County Routes
- Met with contractor to discuss corrective work on chip seal from 2024
- Participated in Technical Assistance Panel for Capital Improvement Plan tools
- Met with Olsson to discuss federal grant program regarding BNSF crossings
- Met with homeowners to discuss project details on Hawkins-Ronald-Joseph
- Met with SEH to discuss scope of work for proposal for next phases of interceptor lining project and I&I corrective measures
- Attended U of M Regulatory Enforcement (stormwater) certification course



Barrier Request
College and E River
Rd

Registration Tent in
Park

Start/Finish

Kids Run

Boom Lake

5k Route (red)

Barrier Requested at
Jenny St and E River

Mississippi River

Cedar

Ba

Cones requested at Belle Rae
Cir and trail and Pineview and
Trail.

5k turn around
point

Buffalo
Hills Park



SPECIAL EVENT APPLICATION

Date of Application: 4/18/25

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 Lakes Area Sex Trafficking Team (BLASTT)
Organization Address	NA
Event Contact Person	Kate Lepage / Mike Kulzer
Event Contact Phone	218-831-0781 / 218-513-0082
Event Contact Email	kate.LePage@lssmn.org / mike.kulzer@ci.brainerd.mn.us
Contact (Day of)	Kate Lepage
For Profit/Nonprofit Status	NA

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:

BLASTT Off - Run for a cause - 5k event. Event will include registration table and liability waiver for participants. Event will require minimal electric use for amplified announcements. Request restroom access at Kiwanis Park gazebo for event. 2-3 temp tents set up in park. Request park trash receptical use for the event (anticipating minimal use). Carribean Fusion food truck to operate at the event (owner/operator will contact City Hall reference food truck permits)

Kids Run will be around Boom Lake. Adult 5k will start at Kiwanis Park south on E. River Rd, on the trail to area of Buffalo Hills Lane area, turn around and finish at Kiwanis Park.

Request cones to alert vehicle traffic of possible pedestrian crossing at Pineview Drive and Trail intersection. Request cones to alert vehicle traffic of possible pedstrain crossing at Belle Rae Circle and Trail Intersection. Not requesting full road closure at these interesections due to minimal vehicle traffic and announcement to participants to use caution. Request

Event Details:

Event Date	Start Time	End Time	Event Location(s)
6/7/2025	10:00	12:00	Kiwanis Park trail/ East River Rd

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: Request use of Kiwanis Park 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: Request use of existing park receptacles, minimum

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):

Request road closure barrier at College Dr and E. River Rd (south side)

Request barrier at Jenny Street and E. River Rd. Road closure request is E River Rd south to Rotary Park.

Date and Time for beginning of street closure: 6/7/2024 - 10:00AM

Date and Time for reopening of streets: 6/7/2024 - 12:00PM

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):

Alternate Routes exist for access to businesses and residents. Kiwanis Park can be accessed by pedestrian traffic. Buster Dog Park can be accessed by both vehicle and pedestrian traffic during the event. Rotary Park would not be accessible by vehicle traffic for the duration of the race.

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.

Mike Kulzer

Digitally signed by Mike
Kulzer
Date: 2025.04.22
08:03:23 -05'00'

Signature of Applicant

Mike Kulzer

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

RECEIVED

APR 18 2025

Date of Application: _____

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 _____
SHUT DOWN ALLEY 6TH - 1ST

Name of event: ANNUAL ELBOW CONVENTION

Organizer Information

Organizer's Name: SHEPHERD OW 6TH
Organizer's Address: 315 S 6TH ST
Event Contact Person: STEVEN SHEPHERD
Event Contact Daytime Phone: 218-839-5837
Event Contact E-mail Address: MIXN140@GMAIL.COM
Contact Name/Number Day of Event: SAME
For Profit/Nonprofit Status (type): _____

Applicant information (if different from the event organizer):

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

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
AUG 22-23-2025	NOON 22nd	2411 1 AM	315 S 6th St

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

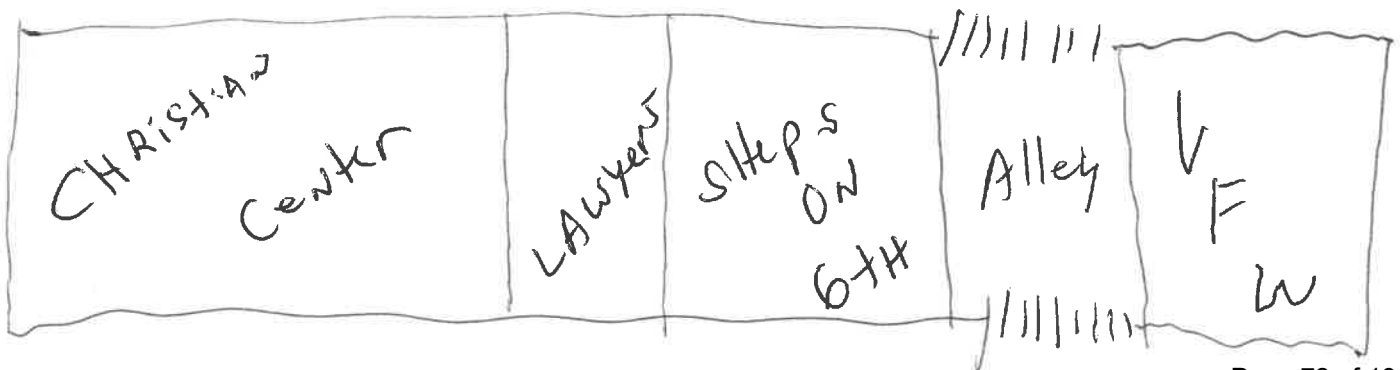
Event locations (all dimensions are parking lot usable space estimates):

- 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:

STREET DANCE IN ALLEY BETWEEN VFW AND
STEPS ON 6TH BEGINNING FRIDAY 8-22-25 AT
NOON (FOR SETUP) THRU 8-24-25 AT BAR CLOSE 1AM
ALLEY WILL BE REOPENED BY 3 AM 8-24-25



Site Information

Electrical usage



Yes



No

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

Power for BAND/Lights Power source
on wheels wired into slots on 6th

Amplified Sound



Yes



No

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

STAGING AND LIGHT SHOW BY CHRIS DUBOIN
Silent Partner Production

Restrooms provided



Yes



No

If yes, how many 6 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms:

NELSON'S

(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:

6' BANNERS inside Street DANCE Area
w/product names of item being sold

Trash Receptacle Disposal



Yes



No

Company contracted for trash receptacle disposal:

WASTE PARTNERS

20 GARBAGE CONTAINERS

1- 6 YD DUMPSTER

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. over

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.

MAPLE STREET

CHRS: 2410

Center

LAWYER OFFICE

4605 and 6114

PAT:BN

street

8/ Security

5 AGE

P.224

8' Ft Force

15

6
7
8

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):

Alley Between Steps on 6th & UFW
NOON ON 8-22-25 - TIL - 3 AM 8-24-25

Date and time for beginning of street closures: 8-22-25 NOON ALLEY ONLY

Date and time for reopening of streets: 8-24-25 3 AM

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.

SIDE WALKS NOT AFFECTED JUST
PARTIAL ALLEY (SEE DIAGRAM)

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

STEVEN C SHEPHERD
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				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

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):



City Council Agenda Request

MEETING DATE: May 5, 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.

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>
*	Bradley Eisenbeis	Umpire	4/26/2025	\$32.00/Game
*	Jeremy Werhan	Umpire	4/26/2025	\$32.00/Game
	Blaine Grater	Umpire	4/26/2025	\$32.00/Game
*	Isabel Skiba	Streets Seasonal	6/9/2025	\$19.00
	Hunter Leibold	Streets Seasonal	5/19/2025	\$18.00

Submitted for Consideration for the May 5, 2025 Council Meeting

* Returning Employee



City Council Agenda Request

MEETING DATE: May 5, 2025

TITLE OF ITEM: Adopt Resolution - State of Minnesota Bonding Request Priorities

AGENDA: P&F Committee

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Nick Broyles, City Administrator,
Connie Hillman, Finance Director, Danny Loch,
Finance Manager, Mike Habighorst, Public Works
Director

DEPARTMENT: Administration

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: 2026 is scheduled to be a Minnesota State bonding year. The bonding bill applications need to be submitted to Minnesota Management and Budget (MMB) in June 2025 in order to be considered by the Legislature. Prior to submitting an application, the Council should adopt a resolution. The resolution needs to be adopted and added to the application by October. However, MMB would like it to be included with the initial application, if possible. The resolution represents support for the project, as well as prioritizing the projects if multiple applications are to be submitted.

For the 2024 bonding year, the City submitted three applications with the following priority:

1. Water Treatment Plant Improvements, Lead and Copper Corrosion Compliance
2. Pedestrian Bridge Crossing over Highway 210
3. Cuyuna Lakes State Trail Extension - East Segment (NP Center to 28th Street SE)

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: As a reminder, the Water Treatment Plant project was already granted \$5M in state bonding funds. Staff is recommending the same three project applications as in 2024 in this priority:

1. Water Treatment Plant Improvements, Lead and Copper Corrosion Compliance
2. Pedestrian Bridge Crossing over Highway 210
3. Cuyuna Lakes State Trail Extension - East Segment (NP Center to 28th Street SE)

RECOMMENDED ACTION/MOTION: Adopt Resolution authorizing the City Administrator to file an application with the Minnesota Management and Budget Office for 2026 state appropriations funded from state general obligation bonds.

FINANCIAL IMPACT: N/A

R E S O L U T I O N
NO.____:25

**AUTHORIZING THE CITY ADMINISTRATOR TO FILE AN APPLICATION WITH THE
MINNESOTA MANAGEMENT AND BUDGET OFFICE FOR
2026 STATE APPROPRIATIONS FUNDED FROM STATE GENERAL OBLIGATION BONDS**

WHEREAS: Minnesota Statutes section 16A.86 establishes the process by which local governments and political subdivisions may request state appropriations for capital improvement projects; and

WHEREAS, the Minnesota Management and Budget Office will be soon accepting local government requests for state appropriations for capital improvement projects that the State Legislature will consider during the 2026 Legislative Session; and

WHEREAS, all requests for appropriations funded from state general obligation bonds must be accompanied by a resolution of the governing body of the applicant with the project priority number if submitting multiple requests; and

WHEREAS, local governments are encouraged to be selective in their requests and propose only the most important projects with clear regional or statewide significance; and

WHEREAS, the City of Brainerd has deemed; the number 1 priority being the Water Treatment Plant Improvements, Lead and Copper Corrosion Compliance; and, the number 2 priority being the Pedestrian Bridge Crossing over Highway 210, the number 3 priority being the Cuyuna Lakes State Trail Extension – East Segment.

WHEREAS, the City of Brainerd requires State bonding appropriations to provide financing to supplement City and other local funding to effectuate the design and construction of the aforementioned projects of regional and state significance.

NOW, THEREFORE, BE IT RESOLVED, that the Brainerd City Council assigns the project priority and project priority numbers as follows:

1. Water Treatment Plant Improvements, Lead and Copper Corrosion Compliance
2. Pedestrian Bridge Crossing Over TH 210
3. Cuyuna Lakes State Trail Extension – East Segment

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Brainerd City Council authorizes the submission of requests for 2026 state appropriations funded from state general obligation bonds to assist in financing the following projects of regional and state significance - the number 1, 2 and 3 projects.

Adopted this 5th day of May 2025

MIKE O'DAY
President of the Council

Approved this 6th day of May 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



City Council Agenda Request

MEETING DATE: May 5, 2025

TITLE OF ITEM: Approve 2025-2027 Contract Terms and Wage Resolution with United Steel Workers International, Local 9230 Unit 09, (Hydro) Union

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Nick Broyles, City Administrator

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: The City has reached a Tentative Agreement (TA) with the United Steel Workers (USW), Local 9230 Unit 09, Union representing our Hydro Operator for the 2025-2027 Union Contract. The attached summary includes the items agreed to by the City and Union during negotiations. The contract includes the below Across-the-Board Increases (ABI) for the 2025-2027 contract:

<u>1/1/2025</u>	<u>7/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
3.75%	2.75%	3%	3%

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: At this time, the IBEW Union has not signed the attached MOU allowing IBEW employees to temporarily work at the Hydro facility. The USW Union requested that the Council review/consider the tentative agreement terms first before sending the MOU to the IBEW Union. If the terms are agreed to by the Council, Staff will submit the MOU to the IBEW Union for consideration.

RECOMMENDED ACTION/MOTION:

1. Motion to approve the attached 2025-2027 Tentative Agreement Summary between the City and the USW, Local 9230 Unit 09, Union representing our Hydro Operator;
2. Adopt the attached resolution setting the USW, Local 9230 Unit 09, Union wages for 2025-2027; and
3. Approve the attached Memorandum of Understanding (MOU) allowing IBEW Union members to temporarily work at the Hydro facility that expires 12/31/27; further, to authorize the signature of City Administrator Broyles on said MOU.

FINANCIAL IMPACT: The negotiated wage adjustments are within the 2025 budget allocations.

City of Brainerd – USW Local 9230 Unit 09 (Hydro) Union

Tentative Agreement Terms

April 7, 2025

The following is the tentative agreement package terms reached between the City of Brainerd and the USW Local 9230 Unit 09 (Hydro) Union during 2025-2027 contract negotiations. This package is for Union and City Council consideration/approval:

1. ARTICLE IX – PAID HOLIDAYS

The following holidays shall be considered as paid holidays for all employees covered by this Agreement:

New Year's Day	Independence Day
Martin L. King, Jr. Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Day
Veteran's Day	Two (2) Floating Holidays

2. ARTICLE XXIII – LEAVE OF ABSENCE:

- a. Will incorporate ESST MOA and 2024 law changes into the CBA. The statute as amended will be referenced.
- b. Across-the-board increases were applied for 2025, 2026 and 2027 in Appendix A. This language will not be included in this section of the union contract; however, was included in the TA for clarification.

3. ARTICLE XXVII – INSURANCE

Health Insurance. The Employer agrees to ~~pay 80% of the family premium and 95% of the single premium for the \$2,800 single, \$5,600 family high deductible health insurance plan. A summary of this plan as well as other health plans that can be offered during this contract are outlined in Appendix B.~~ ~~offer a high-deductible health insurance plan that This plan also~~ includes 100% preventative coverage as required by law. ~~The base health insurance plan will have a \$3,300 single/\$6,600 family deductible as indexed annually. For the base plan, the EMPLOYER will contribute 80% of the monthly family premium and the EMPLOYER will contribute 95% of the monthly single premium. A summary of this plan as well as other health plans that can be offered during this contract are outlined in Appendix B.~~

- 4. Renew Health Insurance MOU updated with 2025 health insurance plans and eliminated “frontloading” the first three months HSA contribution to employees.**
- 5. Approve MOU temporarily allowing IBEW employees to assist at Hydro Facility – MOU will expire 12/31/27.**

RESOLUTION

No. :25

BE IT RESOLVED by the Council of the City of Brainerd that the hourly wages for the following City employees who are members of the United Steel Workers (USW) Local 9230 Unit 9 (Hydro) Union shall be based on the rates identified in the below 8-step grid.

2025-2027 USW (HYDRO) HOURLY RATES OF PAY

Hydro Operator	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1/1/2025	29.05	30.15	31.26	32.37	33.47	34.58	37.34	38.73
7/1/2025	29.85	30.98	32.12	33.26	34.39	35.53	38.37	39.80
1/1/2026	30.75	31.91	33.08	34.26	35.42	36.60	39.52	40.99
1/1/2027	31.67	32.87	34.07	35.29	36.48	37.70	40.71	42.22

BE IT FURTHER RESOLVED that the above wage grid shall be incorporated into the USW 2025-2027 Union Contract as Appendix A and the 2025 initial step placement for each member of this union will be incorporated as a Supplement to said Union Contract.

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Brainerd, Minnesota (“City”), the United Steel Workers, Local No. 9230 Unit 09 (“USW”); and International Brotherhood of Electrical Workers Local Union No. 31, (“IBEW”). The City, USW, and IBEW are referred to collectively as “the Parties,” and each individually as a “Party.”

WHEREAS, USW and the City entered into a Master Agreement, dated January 1, 2022 through December 31, 2024 (“USW CBA”), governing the general terms and conditions of employment for USW employees with the City; and

WHEREAS, IBEW and the City entered into a Master Agreement, dated January 1, 2024 through December 31, 2026 (“IBEW CBA”), governing the general terms and conditions of employment for IBEW employees with the City; and

WHEREAS, USW employees work at the Brainerd Hydro Dam; and

WHEREAS, several employees in the bargaining group covered by the USW CBA (“USW Employees”) have retired; and

WHEREAS, Certain City employees in the bargaining group covered by the IBEW CBA (“IBEW Employees”) are able to perform duties at the Brainerd Hydro Dam on a temporary basis when USW Employees is/are unable to do so; and

WHEREAS, the Parties are interested in allowing IBEW Employees to work on a temporary assignment at the Brainerd Hydro Dam to assist the City in meeting the maintenance and operational needs of the facility when a USW Employee is absent or otherwise unable to perform his or her job duties.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this MOU, including the relinquishment of certain legal rights, the Parties hereby agree as follows:

1. **Temporary Assignment to Cover Absences.** The City may temporarily assign one or more IBEW Employees to perform work normally performed by USW Employees at the Brainerd Hydro Dam in the event USW Employees are absent or otherwise unable to perform their assigned work. Assignments will be at the City’s discretion and based on operational needs including employee qualifications and availability.
2. **Compensation for Temporary Assignment.** Any IBEW Employee temporarily assigned to assist with operational or maintenance needs at the Brainerd Hydro

Dam will be compensated at their normal rate of pay as an IBEW Employee. If an IBEW Employee is assigned to cover an absence of a USW Employee, the IBEW Employee shall receive the Step 1 Hydro Operator rate of pay or their normal rate of pay as an IBEW Employee, whichever is greater.

Any IBEW Employee temporarily assigned at the Brainerd Hydro Dam will receive salary and benefits, including insurance benefits and leaves of absence, as provided in the IBEW CBA and as clarified herein. Time spent serving in the temporary assignment pursuant to this Memorandum of Understanding will be counted as years of service for purposes of calculating the IBEW Employee's salary, seniority, and other benefits of the IBEW CBA. Only a possible wage adjustment to the Step 1 Hydro Operator Wage from the USW CBA may apply to an IBEW Employee during their temporary assignment. IBEW employees are not subject to USW union membership and/or union dues during any such temporary assignment.

3. **Waiver of Right to File Grievance.** USW and IBEW hereby waive any right they may have to file a grievance, request a hearing, or pursue any other action against the City regarding the terms of this MOU, the assignment of any IBEW Employee to perform work normally performed by a USW Employee as allowed in this MOU, or any other matter arising out of or relating to this MOU, other than its enforcement.
4. **No Precedent or Past Practice.** Nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the respective CBA between the Parties. No Party may submit this MOU in any proceeding as evidence of a precedent or practice.
5. **Effective Date and Duration.** Unless specifically renewed, in writing signed by the Parties, this MOU shall expire upon December 31, 2027.
6. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
7. **Choice of Law and Severability.** This MOU shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any term or condition of this MOU found to be invalid, illegal or unenforceable shall not render this MOU void or unenforceable. If any particular provision of this MOU shall be adjudicated to be invalid or unenforceable, the Parties specifically authorize the tribunal making such determination to sever and/or replace the invalid or unenforceable provision of this MOU to allow this MOU and the remaining provisions thereof, to be valid and enforceable to the fullest extent allowed by law.

8. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties relating to the subject matter described in this document. No Party has relied upon any statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the terms of USW CBA or IBEW CBA. No changes to this MOU are valid unless they are in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have entered into this MOU on the dates shown below.

By signing below, each Party acknowledges that it has had an opportunity to review this MOU with a representative or legal counsel and that it understands and voluntarily agrees to be legally bound by all terms of the MOU.

CITY OF BRAINERD

Date: _____

City Administrator

**UNITED STEEL WORKERS,
LOCAL NO. 9230 UNIT 09**

Date: 4-21-25



Union Representative

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION NO. 31**

Date: _____

Union Representative



City Council Agenda Request

MEETING DATE: May 5, 2025

TITLE OF ITEM: Award Proposal - Improvement 25-02 - 2025 Large Patching 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: Staff received two proposals for Improvement 25-02 - 2025 Large Patching Project. The two proposals are attached. The low proposal was from Anderson Brothers with a total proposal amount of \$49,940. As a reminder, \$55,000 was budgeted in the Capital Improvement Plan for this project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Patches are on various streets throughout Brainerd including the following:

- SW 4th Street
- Charles Street
- NW 6th Street
- Bluff Avenue
- Northtown Street
- Warrior Avenue
- Rosewood Street
- Quince Street
- C Street NE
- D Street NE
- F Street NE
- League Avenue

The total area of patching is nearly 1,900 square yards.

RECOMMENDED ACTION/MOTION: Staff recommends award of the proposal from Anderson Brothers in the amount of \$49,940 for Improvement 25-02 - 2025 Large Patching Project.

FINANCIAL IMPACT: \$49,940.

City of Brainerd

2025 Large Patching Project

Form of Proposal



Description	Unit	Unit Price	Est. Qty.	Ext. Price
LARGE PATCHING (4 IN DEPTH)	SY	\$ 4.30	726	\$ 28,125
LARGE PATCHING (2 IN DEPTH)	SY	\$ 2.12	1,142	\$ 21,815
TOTAL PROPOSAL				\$ 49,940

Additional Considerations:

1. Bituminous mix is to be SPWEA230B or approved alternative by Engineer prior to work.
2. Work shall conform to the latest version of MnDOT Standard Specifications for Construction.
3. Any pavement removal areas left unattended must be marked with traffic cones.
4. Price to include all labor, equipment, and materials necessary to complete the work.
5. All patching areas to be completed by October 3rd, 2025.

This proposal dated this 3 day of April, 2025

Signed: Doug Fulem

Title: Project Manager

City of Brainerd

2025 Large Patching Project

Form of Proposal



Description	Unit	Unit Price	Est. Qty.	Ext. Price
LARGE PATCHING (4 IN DEPTH)	SY	\$ 56.00	726	\$ 40,656.00
LARGE PATCHING (2 IN DEPTH)	SY	\$ 34.00	1,142	\$ 38,828.00
TOTAL PROPOSAL				\$ 79,484.00

Additional Considerations:

1. Bituminous mix is to be SPWEA230B or approved alternative by Engineer prior to work.
2. Work shall conform to the latest version of MnDOT Standard Specifications for Construction.
3. Any pavement removal areas left unattended must be marked with traffic cones.
4. Price to include all labor, equipment, and materials necessary to complete the work.
5. All patching areas to be completed by October 3rd, 2025.

This proposal dated this 29 day of April, 2025
Knife River Corporation - North Central
Signed: Jerome F. Gmeh II
Title: Construction General Manager





City Council Agenda Request

MEETING DATE: May 5, 2025

TITLE OF ITEM: Award Contracts - Materials Testing for Construction Projects

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): 5 Minutes

SUMMARY OF ISSUE: Attached are several proposals from Braun Intertec and Independent Testing Technologies (ITT) for performing construction materials testing on 2025 construction projects as well as performing core sampling for next year's planned reconstruction project. The projects include:

- Wright/10th Reconstruction Project (State Aid)
- Beech/Oakridge Reconstruction Project (State Aid)
- South Brainerd Resurfacing Project (Local)
- Hawkins/Ronald/Joseph Resurfacing Project (Local)

WSB has included internal materials testing on the Lowell Safe Routes to School project as part of their fee proposal, thus additional materials testing is not needed on that project. Similarly, SEH has included Braun Intertec testing services in the TH 371B/Willow Roundabout project. Staff has reviewed these proposals and finds them to be appropriate for the planned scope of work. Please note that the costs are estimates and actual costs are based on the actual number of tests performed on the project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The cost proposals for testing on each project are as follows:

- Wright/10th Reconstruction Project - Braun Intertec = \$40,456
- Beech/Oakridge Reconstruction Project - Braun Intertec = \$38,710
- South Brainerd Resurfacing Project - ITT = \$6,550
- Hawkins/Ronald/Joseph Resurfacing Project - ITT = \$3,860
- Southeast Brainerd Reconstruction Project Core Sampling (2026 Planning/Design) - ITT = \$4,310

RECOMMENDED ACTION/MOTION: Staff recommends award of the proposals for construction materials testing for the 2025 construction projects as follows:

- Braun Intertec = \$79,166
- ITT = \$14,720

FINANCIAL IMPACT: \$93,886

April 23, 2025

Proposal QTB213675

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

Re: Proposal for Construction Materials Testing Services
Wright Street and Southeast 10th Street Improvements
SAP 108-131-002 and 108-132-003
Brainerd, Minnesota

Dear Mr. Dehn:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Wright Street and Southeast 10th Street Improvement project in Brainerd, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

The project is located on Wright Street between 6th Street South and 13th Street SE, and on Southeast 10th Street between Industrial Park Road and Wright Street. We understand this project will include installing new storm sewer and watermain utilities below the roads. New bituminous pavements will also be constructed along the alignments. The project will also include new concrete curb and gutter, sidewalk, and driveways..

This project is a City of Brainerd project with state-aid funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2020 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2024 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by the City of Brainerd, dated April 2, 2025.
- Discussions with you regarding our scope of services.

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

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base Tester
- Concrete Field Tester
- Concrete Plant Tester
- Bituminous Plant Tester
- MnDOT or ACI Strength Testing

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on utility trench backfill materials. Based on the SALT schedule, 55 compaction tests will be required on the watermain backfill and 9 compaction tests will be required on the storm sewer backfill.
- Perform moisture content tests at time of compaction on utility backfill, subgrade prep and aggregate base materials.
- Perform gradation tests on stabilizing aggregate, coarse bedding aggregate and aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.
- Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Review and periodically observe contractor's quality control gradation and moisture testing of coarse and fine aggregates. Perform concrete plant monitoring per MnDOT 2461 specification.
- Perform coarse and fine aggregate verification gradation tests. Compare agency test results with contractor's test results for compliance with MnDOT 2461 specification.

Bituminous Related Services

- Perform bituminous plant inspections which includes periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests. Perform bituminous plant monitoring per MnDOT's 2360 specification.
- Collect verification samples per MnDOT 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.
- Randomly determine bituminous core locations by using MnDOT random core worksheet and mark pavement core locations.
- Observe the contractor coring and core testing in accordance with MnDOT 2360 specification, which include watching quality control personnel weigh the cores at their laboratory.
- Collect companion cores and test for thickness and density of pavement cores. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification. Review incentive and disincentive sheets completed by contractor.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Moisture, Density, Proctor and Gradation tests.
- Concrete mix designs.
- Concrete compressive strength results.
- Concrete batch plant inspection field forms.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Bituminous mix designs.
- Bituminous batch plant inspection field forms.
- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Random core log location worksheets.
- Completed density incentive/disincentive worksheets.
- Copies of concrete and bituminous plant certifications.

Basis of Scope of Work

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

- It will take 10 trips to complete the nuclear density gauge testing on the utility trenches for this project.
- That the subgrade and aggregate base will use MnDOT's quality compaction method.
- 10 sets of concrete tests will be required to complete the project.
- One coarse aggregate and one fine aggregate in the ready-mix concrete.
- Bituminous paving will be completed in four days for this project.
- Your full-time on-site construction observer will observe the quality compaction and test rolling for this project.
- The project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

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

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$40,456.00**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

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

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

General Remarks

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

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

Sincerely,

BRAUN INTERTEC CORPORATION



Keith J. Kluempke
Project Manager



Thomas L. Henkemeyer
Senior Project Manager



Steven A. Thayer, PE
Senior Manager, Senior Engineer

Attachments:
Project Proposal
General Conditions - (CMT 11/4/2024)

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB213675

Wright Str/10th Str. SE Imps.-SAP 108-131-002 &108-132-003

Client:

City of Brainerd
Jessie Dehn
501 Laurel St
Brainerd, MN 56401
(218) 826-2307

Work Site Address:

Wright Street & 10th Street SE
Brainerd, MN

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$9,478.00
207	Compaction Testing - Nuclear	40.00	Hour	90.00	\$3,600.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities, Storm Sewer and Water Main	10.00	Trips	4.00	40.00
1308	Nuclear moisture-density meter charge, per hour	40.00	Each	34.00	\$1,360.00
209	Sample pick-up	6.00	Hour	90.00	\$540.00
1318	Moisture Density Relationship (Proctor)	4.00	Each	208.00	\$832.00
1162	Sieve Analysis with 200 wash, per sample	12.00	Each	164.00	\$1,968.00
1688AG	Percent Crushed, Aggregate Base, per sample	1.00	Each	98.00	\$98.00
1861	CMT Trip Charge	12.00	Each	90.00	\$1,080.00
Activity 1.2	Concrete Testing				\$13,108.00
261	Concrete Testing	40.00	Hour	90.00	\$3,600.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	1.00	Trips	4.00	4.00
	Curb & Gutter	6.00	Trips	4.00	24.00
	Driveway Aprons	3.00	Trips	4.00	12.00
1364	Compressive strength of concrete cylinders, per specimen	30.00	Each	42.00	\$1,260.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	1.00	Set	3.00	3.00
	Curb & Gutter	6.00	Set	3.00	18.00
	Driveway Aprons	3.00	Set	3.00	9.00
278	Concrete Cylinder Pick up	21.00	Hour	90.00	\$1,890.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	7.00	Trips	3.00	21.00
215	Concrete Ready Mix Plant Monitoring	24.00	Hour	100.00	\$2,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	2.00	Trips	6.00	12.00
	Driveways	2.00	Trips	6.00	12.00
1162CO	Sieve Analysis, per sample	8.00	Each	171.00	\$1,368.00
226	Project Manager	4.00	Hour	175.00	\$700.00
1861	CMT Trip Charge	21.00	Each	90.00	\$1,890.00
Activity 1.3	Pavement Testing				\$10,340.00
222	Bituminous Verification Testing	32.00	Hour	100.00	\$3,200.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Monitoring	4.00	Trips	8.00	32.00
2689	MnDOT Bituminous Verification, per sample	4.00	Each	807.00	\$3,228.00
221	Mark and Observe Contractor Coring	24.00	Hour	100.00	\$2,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring & Testing	4.00	Trips	6.00	24.00

Project Proposal

QTB213675

Wright Str/10th Str. SE Imps.-SAP 108-131-002 &108-132-003

1542	Thickness and Density of Bituminous Core	12.00	Each	66.00	\$792.00
1861	CMT Trip Charge	8.00	Each	90.00	\$720.00
Activity 1.4	Project Management				\$7,530.00
226	Project Manager	22.00	Hour	175.00	\$3,850.00
125	Project Control Specialist	3.00	Hour	156.00	\$468.00
1230	MnDOT Final Report	1.00	Each	1,800.00	\$1,800.00
228	Senior Project Manager	2.00	Hour	216.00	\$432.00
138	Project Assistant	10.00	Hour	98.00	\$980.00
Phase 1 Total:					\$40,456.00

Proposal Total:	\$40,456.00
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SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

April 23, 2025

Proposal QTB213672

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

Re: Proposal for Construction Materials Testing Services
Beech Street and Oak Ridge Road Improvements
SAP 108-125-004
Brainerd, Minnesota

Dear Mr. Dehn:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Beech Street and Oak Ridge Road Improvement project in Brainerd, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

The project is located on Beech Street between Oakridge Road and Oak Street, and on Oak Ridge Road between Beech Street and 28th Street SE. We understand this project will include improvements to the storm sewer and watermain utilities, and reconstructing the existing bituminous pavement. New concrete curb and gutter, sidewalk, and driveways will also be constructed.

This project is a City of Brainerd project with state-aid funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2020 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2024 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by the City of Brainerd, dated March 1, 2025.
- Discussions with you regarding our scope of services.

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

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base Tester
- Concrete Field Tester
- Concrete Plant Tester
- Bituminous Plant Tester
- MnDOT or ACI Strength Testing

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on utility trench backfill materials. Based on the SALT schedule, 15 tests are required for storm sewer backfill and 35 tests are required for watermain backfill.
- Perform moisture content tests at time of compaction on utility backfill and aggregate base materials.
- Perform gradation tests on select granular borrow, stabilizing aggregate, coarse bedding aggregate and aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.
- Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Review and periodically observe contractor's quality control gradation and moisture testing of coarse and fine aggregates. Perform concrete plant monitoring per MnDOT 2461 specification.
- Perform coarse and fine aggregate verification gradation tests. Compare agency test results with contractor's test results for compliance with MnDOT 2461 specification.

Bituminous Related Services

- Perform bituminous plant inspections which includes periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests. Perform bituminous plant monitoring per MnDOT 2360 specification.
- Collect verification samples per MnDOT 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.
- Randomly determine bituminous core locations by using MnDOT random core worksheet and mark pavement core locations.
- Observe the contractor coring and core testing in accordance with MnDOT 2360 specification, which include watching quality control personnel weigh the cores at their laboratory.
- Collect companion cores and test for thickness and density of pavement cores. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification. Review incentive and disincentive sheets completed by contractor.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Moisture, Density, Proctor and Gradation tests.
- Concrete mix designs.
- Concrete compressive strength results.
- Concrete batch plant inspection field forms.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Bituminous mix designs.
- Bituminous batch plant inspection field forms.
- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Random core log location worksheets.
- Completed density incentive/disincentive worksheets.
- Copies of concrete and bituminous plant certifications.

Basis of Scope of Work

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

- It will take eight trips to complete the nuclear density gauge testing on the utility trenches for this project.
- The subgrades and aggregate base will use MnDOT quality compaction method.
- 15 sets of concrete tests will be required to complete the project.
- One coarse aggregate and one fine aggregate in the ready-mix concrete.
- We assume bituminous paving will be completed in two days for this project.
- Your full-time on-site construction observer will observe the quality compaction and test rolling for this project.
- The project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

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

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$38,710.00**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

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

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

General Remarks

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

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

Sincerely,

BRAUN INTERTEC CORPORATION



Keith J. Kluempke
Project Manager



Thomas L. Henkemeyer
Senior Project Manager



Steven A. Thayer, PE
Senior Manager, Senior Engineer

Attachment:
Project Proposal
General Conditions – CMT(11/4/24)

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB213672

Beech Street Improvements-SAP 108-125-004

Client:

City of Brainerd
Jessie Dehn
501 Laurel St
Brainerd, MN 56401
(218) 826-2307

Work Site Address:

Beech Street
Brainerd, MN

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$7,814.00
207	Compaction Testing - Nuclear	32.00	Hour	90.00	\$2,880.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities, Storm Sewer and Water Main	8.00	Trips	4.00	32.00
1308	Nuclear moisture-density meter charge, per hour	32.00	Each	34.00	\$1,088.00
1318	Moisture Density Relationship (Proctor)	4.00	Each	208.00	\$832.00
209	Sample pick-up	6.00	Hour	90.00	\$540.00
1162	Sieve Analysis with 200 wash, per sample	9.00	Each	164.00	\$1,476.00
1688AG	Percent Crushed, Aggregate Base, per sample	1.00	Each	98.00	\$98.00
1861	CMT Trip Charge	10.00	Each	90.00	\$900.00
Activity 1.2	Concrete Testing				\$18,412.00
261	Concrete Testing	60.00	Hour	90.00	\$5,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	4.00	Trips	4.00	16.00
	Curb & Gutter	7.00	Trips	4.00	28.00
	Driveway Aprons	4.00	Trips	4.00	16.00
1364	Compressive strength of concrete cylinders, per specimen	45.00	Each	42.00	\$1,890.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	4.00	Set	3.00	12.00
	Curb & Gutter	7.00	Set	3.00	21.00
	Driveway Aprons	4.00	Set	3.00	12.00
278	Concrete Cylinder Pick up	24.00	Hour	90.00	\$2,160.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	8.00	Trips	3.00	24.00
215	Concrete Ready Mix Plant Monitoring	36.00	Hour	100.00	\$3,600.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	2.00	Trips	6.00	12.00
	Curb & Gutter	2.00	Trips	6.00	12.00
	Driveways	2.00	Trips	6.00	12.00
1162CO	Sieve Analysis, per sample	12.00	Each	171.00	\$2,052.00
226	Project Manager	4.00	Hour	175.00	\$700.00
1861	CMT Trip Charge	29.00	Each	90.00	\$2,610.00
Activity 1.3	Pavement Testing				\$5,170.00
222	Bituminous Verification Testing	16.00	Hour	100.00	\$1,600.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Monitoring	2.00	Trips	8.00	16.00
2689	MnDOT Bituminous Verification, per sample	2.00	Each	807.00	\$1,614.00
221	Mark and Observe Contractor Coring	12.00	Hour	100.00	\$1,200.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring & Testing	2.00	Trips	6.00	12.00



The Science You Build On.

Project Proposal

QTB213672

Beech Street Improvements-SAP 108-125-004

1542	Thickness and Density of Bituminous Core	6.00	Each	66.00	\$396.00
1861	CMT Trip Charge	4.00	Each	90.00	\$360.00
Activity 1.4	Project Management				\$7,314.00
226	Project Manager	22.00	Hour	175.00	\$3,850.00
125	Project Control Specialist	3.00	Hour	156.00	\$468.00
1230	MnDOT Final Report	1.00	Each	1,800.00	\$1,800.00
228	Senior Project Manager	1.00	Hour	216.00	\$216.00
138	Project Assistant	10.00	Hour	98.00	\$980.00
Phase 1 Total:					\$38,710.00

Proposal Total:	\$38,710.00
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SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



INDEPENDENT TESTING TECHNOLOGIES

337 31st Avenue South • Waite Park, MN 56387 • (320) 253-4338 • www.independenttestingtech.com

April 25, 2025

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

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

RE: **ITT Proposal #04-61
South Brainerd Resurfacing
Brainerd, Minnesota**

Dear Mr. Dehn,

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

Based on our estimated quantities and scope of service, the cost for testing services will be **\$6,550.00**. Please note that if all the tests we have estimated are not conducted, you will only be billed for the tests performed.

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

Sincerely,

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

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

April 25, 2025
Proposal #04-61

Client: **City of Brainerd – Jessie Dehn**

Project: **South Brainerd Resurfacing**
 Brainerd, Minnesota

Cost Estimate:

<u>Description</u>		<u>Qty.</u>	<u>Unit Rate</u>	<u>Extension</u>
	<u>Project Scope</u>			
Project Management, hourly		2	\$ 100.00	\$ 200.00
On-Site Technician Time, hourly		6	\$ 125.00	\$ 750.00
Concrete (Air, Slump, Casting, Curing, Compression of Cylinders), per set of 4		4	\$ 250.00	\$ 1,000.00
Bituminous Properties (Extraction, Gradation & Air Voids), each		5	\$ 450.00	\$ 2,250.00
Trip Charges (Travel Time & Mileage), each		10	\$ 235.00	\$ 2,350.00
TOTAL:				\$ 6,550.00

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



April 25, 2025

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

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

RE: **ITT Proposal #04-62**
Hawkins-Ronald-Joseph Resurfacing
Brainerd, Minnesota

Dear Mr. Dehn,

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

Based on our estimated quantities and scope of service, the cost for testing services will be **\$3,860.00**. Please note that if all the tests we have estimated are not conducted, you will only be billed for the tests performed.

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

Sincerely,

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

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

April 25, 2025
Proposal #04-62

Client: **City of Brainerd – Jessie Dehn**

Project: **Hawkins-Ronald-Joseph Resurfacing**
 Brainerd, Minnesota

Cost Estimate:

<u>Description</u>		<u>Qty.</u>	<u>Unit Rate</u>	<u>Extension</u>
	<u>Project Scope</u>			
Project Management, hourly		2	\$ 100.00	\$ 200.00
On-Site Technician Time, hourly		4	\$ 125.00	\$ 600.00
Concrete (Air, Slump, Casting, Curing, Compression of Cylinders), per set of 4		3	\$ 250.00	\$ 750.00
Bituminous Properties (Extraction, Gradation & Air Voids), each		2	\$ 450.00	\$ 900.00
Trip Charges (Travel Time & Mileage), each		6	\$ 235.00	\$ 1,410.00
TOTAL:				\$ 3,860.00

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



April 25, 2025

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

RE: Proposal #04-60 Revised Proposal for Geotechnical Services
Southeast Brainerd Reconstruction
Brainerd, Minnesota

Dear Mr. Dehn:

Thank you for the opportunity to provide this proposal for geotechnical services for the above referenced project in Brainerd, Minnesota. This proposal contains our understanding of the project and the projected costs for its completion.

Description of Project

The project will consist of full street reconstruction on various roads within Brainerd, Minnesota. Five (5) split-spoon soil borings are proposed to depths of ten (10) feet in the specified locations within the existing roadways. Our total estimated footage is fifty (50) feet. We understand a representative with the city will stake the boring locations. We will contact Gopher One for existing utility locates prior to drilling.

Exploration Scope

The borings are planned to be performed with the use of a truck-mounted rig. The borings will be sampled using standard penetration test procedures so that intact samples can be obtained, and "N" values recorded to help estimate soil parameters. Standard penetration samples will be taken at 2 ½-foot intervals in accordance with ASTM D1586. Water level readings will be taken in the borehole following removal of the auger. Pavement and aggregate base thickness determinations will be made during drilling. The shallow borings will be backfilled with the auger cuttings from the drilling operations.

Engineering Scope

The completed report will include log sheets for the borings showing soil types, water levels and a sketch of the boring locations as drilled. The report will include a summary of our findings as well as recommendations regarding earthwork, fill and compaction, subgrade

preparation and an R-value for bituminous pavement design. An electronic copy of the report will be provided.

Schedule

The fieldwork will take approximately one (1) day. Our present schedule will permit us to begin the fieldwork within 2-3 weeks of authorization to proceed. The geotechnical report will be complete within two weeks of completion of the field work.

Fees & Payment

We will perform the work in accordance with the unit costs on the "Job Estimate" attached to this confirmation letter. The unit costs are valid for sixty days from the date of this proposal. The total cost of **\$4,310.00** will not be exceeded without a change in the work scope and the owner's authorization. An invoice for the work performed will be mailed after completion of the engineering report.

Remarks

Mr. Dehn, we appreciate the opportunity to provide you with this proposal. If you have any questions about the services we provide, please call me at (320) 253-4338.

Sincerely,



Tyler T. Burkes,
Assistant Geotechnical Engineer

Authorization:

Please proceed as described above:

Authorized Signature

Title

Date

Independent Testing Technologies, Inc.
337 31st Avenue South, Waite Park, MN 56387
Phone: 320-253-4338
Fax: 320-253-4547

JOB ESTIMATE

GEOTECHNICAL INVESTIGATION:

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
1	Project Coordination & Gopher State One Call	LS	1	\$200.00	\$200.00
2	Traffic Signage Rental	Day	1	\$50.00	\$50.00
3	Flagger	Hour	6	\$85.00	\$510.00
4	Mobilization – Truck-Mounted Rig	Trip	1	\$675.00	\$675.00
5	Mobilization – Support Truck	Trip	2	\$250.00	\$500.00
6	Drilling & Sampling SPT Borings (10-foot)	Each	5	\$300.00	\$1,500.00
7	Analysis & Letter Report by P.E.	Hour	7	\$125.00	\$875.00
TOTAL					\$4,310.00



City Council Agenda Request

MEETING DATE: May 5, 2025

TITLE OF ITEM: Direction Requested on Additional Scope of Work Items - Imp 24-08 - M Street Outfall Repair Project

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

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: Staff is requesting direction from the Council on any additional scope of work they would like to include in the Improvement 24-08 - M Street Outfall Repair Project, specifically in regard to the Brainerd Industrial Center (BIC) property. As part of the current contract with WSB, they are currently developing plans for repair and correction to the M Street Outfall by extending the storm pipe from its existing end to near the riverbank. This will prevent further scouring of the current outfall area adjacent to the sanitary sewer main. From historical flows from the outfall in the current location, this has led to compromising of a segment of 8-foot-height chain link fence belonging to the BIC property and scouring of the flood fringe area downstream of the fence that meanders through to the Mississippi River. Staff is requesting direction on which items should be included in the scope of work of the project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: There are two main topics of the request: the fence and washout area.

1. Fence: To reinstate the fence segment, some filling and grading corrections will be necessary to provide the ability for appropriate concrete footings as were in place prior. As for the fence specifically, if Council directs the repair of this fence in the scope, options could include direct repair of the fence in the project plans or BIC property perform the repairs and City reimburse for costs.
2. Flood Fringe Washout: Filling in and regrading the flood fringe that was washed out may be challenging to perform. While we can state this is repairing a washout, filling in flood fringe area with fill can be difficult to get approval from State/Federal regulation agencies. If able to do so, would likely require some additional permitting. Earthwork within the flood fringe is generally looked upon unfavorably unless there is risk of damage to property or infrastructure.

With any additional scope of work items included in the plans, WSB will request an appropriate fee amendment request that reflects the scope determined by the Council.

RECOMMENDED ACTION/MOTION: Staff requests direction from the Council on which items (repair the fence and/or flood washout area) to include in the scope of work in the M Street Outfall Repair project. I would recommend at minimum, the project repair the fence segment.

FINANCIAL IMPACT: Dependent on Council action.



Fenceline

Outfall



City Council Agenda Request

MEETING DATE: May 5, 2025

TITLE OF ITEM: Approve Final Payment and Project Acceptance - Police Department HVAC Replacement

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 is the Final Pay Request for Thelen Heating for the Police Department HVAC Replacement Project. This project was mainly completed in Fall 2024. Staff has held a small amount of retainage while waiting for final balancing reports and any other punch list items. Widseth has reviewed this pay request and recommends approval as well.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The final payment is in the amount of \$17,400, bringing the total to \$348,000 which was the original bid amount for the HVAC replacement.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the final pay estimate to Thelen Heating in the amount of \$17,400.

FINANCIAL IMPACT: \$17,400

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	CITY OF BRAINERD 501 LAUREL STREET BRAINERD, MN 56401	PROJECT:	BRAINERD PD- RTU 225 E RIVER RD BRAINERD, MN 56401	APPLICATION NO:	3	DISTRIBUTION TO:	
				PERIOD TO:	11/30/2024	OWNER	
				CONTRACT DATE:	12/18/2023	CONST. MANAGER	
				PROJECT NOS:	BRDPDRU	ARCHITECT	
						FIELD	
						OTHER	

FROM		VIA	
CONTRACTOR:	THELEN HEATING & ROOFING 1717 13TH STREET SE BRAINERD, MN 56401	CONSTRUCTION MANAGER:	CITY OF BRAINERD
		VIA ARCHITECT:	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 348,000.00
2. NET CHANGES IN THE WORK	\$ 0.00
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$ 348,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$ 348,000.00
5. RETAINAGE	
a. 5% of Completed Work	\$ 0.00
b. _____% of Stored Material	\$ 0.00
Total Retainage	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 348,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	330,600.00
8. CURRENT PAYMENT DUE.....	\$ 17,400.00
9. BALANCE TO FINISH, PLUS RETAINAGE	
	\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: THELEN HEATING AND ROOFING INC.

By: [Signature] Date: 11/18/2024

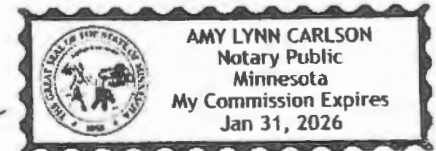
State of: MN

County of: Crow Wing

Subscribed and sworn to before me this 18 November 2024

Notary Public

My Commission expires: 1/31/2026



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: Adam Sieners Date: 11/20/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month, including Construction Change Directives	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES IN THE WORK	\$ 0.00	

CONTINUATION SHEET

Application Number: 3
 Application Date: 11/18/2024
 Period To: 11/30/2024
 Architect's Project No: BRDPDRTU

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	START UP/BONDS	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
2	RTU- MATERIAL	224,000.00	224,000.00	0.00	0.00	224,000.00	100	0.00	0.00
3	RTU- LABOR	6,000.00	6,000.00	0.00	0.00	6,000.00	100	0.00	0.00
4	BACK DRAFT DAMPER- MATERIAL	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
5	BACK DRAFT DAMPER- LABOR	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
6	VAV & REGISTERS- MATERIAL	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	0.00
7	VAV & REGISTERS- LABOR	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
8	DUCTWORK- MATERIAL	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	0.00
9	DUCTWORK- LABOR	30,000.00	30,000.00	0.00	0.00	30,000.00	100	0.00	0.00
10	ROOFING- MATERIAL	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
11	ROOFING- LABOR	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	0.00
12	DUCT CLEANING- LABOR	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	0.00
13	GENERAL CONSTRUCTION- MATERIAL	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
14	GENERAL CONSTRUCTION- LABOR	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	0.00
15	BALANCING- LABOR	9,000.00	9,000.00	0.00	0.00	9,000.00	100	0.00	0.00
16	GAS PIPING- MATERIAL	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	0.00
17	GAS PIPING- LABOR	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	0.00

CONTINUATION SHEET

Application Number: 3
 Application Date: 11/18/2024
 Period To: 11/30/2024
 Architect's Project No: BRDPDRTU

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
18	DUCT INSULATION- MATERIAL	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	0.00
19	DUCT INSULATION- LABOR	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	0.00
20	ELECTRICAL- MATERIAL	4,000.00	4,000.00	0.00	0.00	4,000.00	100	0.00	0.00
21	ELECTRICAL- LABOR	9,000.00	9,000.00	0.00	0.00	9,000.00	100	0.00	0.00
		348,000.00	348,000.00	0.00	0.00	348,000.00	100	0.00	0.00



City Council Agenda Request

MEETING DATE: May 5, 2025

TITLE OF ITEM: Direction Requested on Annual MS4 Public Meeting

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

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: Typically, staff has held the City's annual MS4 public meeting at the City Council meeting. The public meeting has included a presentation as well as an opportunity for public input. With the hiring of a shared Environmental Resources Technician position, the staff's of Brainerd and Baxter have continued to look for opportunities for finding efficiencies whenever possible. One opportunity would be holding a shared annual meeting, rather than individual annual meetings at each cities' Council meetings.

As the stormwater codes and MS4 programs are very closely aligned, this would be a feasible opportunity to combine the annual meeting. Provided sufficient and appropriate public notice, a shared meeting would satisfy the requirements of the MS4 permit for both communities. If amenable, staff would aim to utilize a centralized location for both communities to hold the meeting. Should this be held as a shared meeting, the intent would be to record and post the meeting on the cities' websites for residents to view if not able to attend.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: There are two alternatives that the Council could consider:

1. Direct staff to hold a shared MS4 annual public meeting for both Brainerd and Baxter, not at a Council meeting. Notice will be published with the date, time, and location of the meeting (at City Hall conference room or at a Park). This option would be contingent on Baxter City Council agreeance on this option as well.
2. Continue to hold the MS4 annual public meeting at City Council meetings, one each at each city. If this option is elected, Council will need to adopt a resolution calling for the public hearing at the June 2nd, 2025 Council meeting.

RECOMMENDED ACTION/MOTION: Staff recommends alternative 1 as described above. Direct staff to hold a shared MS4 annual public meeting for both Brainerd and Baxter, and inform Council outcomes measures of meetings.

FINANCIAL IMPACT: N/A



City Council Agenda Request

MEETING DATE: May 5, 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 administrative 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 two (2) properties before the Committee for review. Staff is looking for direction from the Council as to how to proceed with the cases.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Attached are the case files for:

907 Fir St

113 Washington St

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:

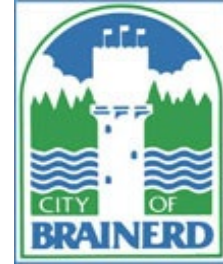
907 Fir St: Staff recommend obtaining an administrative search warrant and abate the junk and debris.

113 Washington St: Staff recommend issuing a \$100 per working day citation until the building is no longer occupied and all outdoor storage issues related to residential occupancy are resolved. Staff recommend giving the property owner 10-days to comply before beginning citations.

FINANCIAL IMPACT:

N/A

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: May 5th, 2025

RE: Recommendations for Active Code Enforcement Cases

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

- **907 Fir St – Junk/Debris/Blight**
 - Received one (1) Notice of Violation letter 3/14/25 and three (3) Citations
 - First Citation 3/31/25 – Third Citation 4/21/25
 - \$600 in open citations

Staff recommend obtaining an administrative search warrant and abate the junk and debris.

- **113 Washington St**
 - 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
 - Community Development Department received an Additional Incident Report from the Police Department on 4-25-2025 that stated an individual was occupying the business along with several other individuals.
 - Community Development Department received a call from Brainerd Public Utilities stating the owner was claiming the property as a residence.

City Council authorized the pursuit of legal action regarding this occupancy in a commercial building on February 18, 2025 (awaiting case status from City Attorney). Staff recommend issuing a \$100 per working day citation until the building is no longer occupied and all outdoor storage issues related to residential occupancy are resolved. Staff recommend giving the property owner 10-days to comply.

Running Summary of Actions Taken

507 1st Ave NE – Non-Licensed Rental. Spoke with a person associated with the property. Owner is deceased-they are trying to evict. Staff are citing the property \$300 per month as directed by City Council.

1106 Quince St – Unlicensed/Inoperable vehicles. Sent final letter prior to abatement, and owner complied.

1111 13th St SE – Non-compliant accessory structure. Property owner called to arrange time to remove.

March 14, 2025

NORFOLK, BRANDON
907 FIR 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: 907 FIR ST
Real Estate Code: 41240629

Violation: Junk/Debris/Blight
IPMC308.1

Description: Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage. Rubbish is defined as combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials; furniture, appliances, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

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 03/28/2025

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

EN25-0094

Date of Violation: 04/21/2025

Parcel ID: 41240629

Violator(s): NORFOLK, BRANDON
907 FIR ST
BRAINERD, MN 56401

Location/Address of Violation: **907 FIR ST**

VIOLATION

Section	Subdivision, Chapter or Article	Fine
IPMC 308.1	Junk/Debris/Blight	\$300.00

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

Citation Amount Due: \$300.00

Payment Due By: 30 Days from Date of Violation

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

Re-inspection Date: 05/01/2025

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: 04/21/2025

Representative's Signature:

(served via first class mail)







www.ci.brainerd.mn.us

January 3, 2025

MATTHEWS, KEVIN
113 WASHINGTON ST NE
BRAINERD, MN 56401

To whom it may concern,

It has anonymously come to the attention of the City of Brainerd that this property may be being used as residential dwelling space(s). Residential dwellings are not permitted in the CC (Commercial Corridor) District.

This use would be a violation of the City of Brainerd Zoning Code. Additionally, this use likely does not meet the habitable dwelling requirements and safety regulations set forth in the Property Maintenance Code.

If this property is being used as a residential dwelling, this must cease immediately - fines may be placed on your property if such activity is taking place.

If you have any questions, please contact me at (218) 454-3408.

Respectfully,

James L. Kramvik
Community Development Director

Cc: Brainerd Building Official
Brainerd Fire Marshal



City Council Agenda Request

MEETING DATE: May 5, 2025

TITLE OF ITEM: Final 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.

The City Council conducted the first reading at the April 21st meeting.

RECOMMENDED ACTION/MOTION:

1. Conduct the final 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.

2. Adopt proposed Ordinance 1581

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



City Council Agenda Request

MEETING DATE: May 5, 2025

TITLE OF ITEM: Final Reading - Proposed Ordinance 1582 - An Ordinance Amending Section 1110 of the Brainerd City Code Pertaining to Cannabis, Hemp and Related Businesses

AGENDA: Main

ACTION REQUESTED: Ordinance

SUBMITTED BY: Connie Hillman, Finance Director,
James Kramvik, Community Development Director

DEPARTMENT: Finance

PRESENTER: Connie Hillman, Finance Director,
James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE: At the April 21, 2025 meeting, Council held the first reading of proposed Ordinance 1582 - an ordinance amending section 1110 of the Brainerd City Code pertaining to cannabis, hemp and related businesses. The ordinance establishes the process for a person to register for a cannabis retail business within the City.

The City of Brainerd allows 2 retail registrations within the City. The Office of Cannabis Management (OCM) is leaving it up to municipalities to create a process for selecting registrations if there are more retail business registrations than the limit established by the municipalities.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff worked with our City Attorney, and a process needs to be selected and codified before any registrations are issued. Due to time constraints and associated risks of developing a merit based system at this time, Staff recommended a first-come/first-served model. All registrations received will be dated and time received will be noted on the registration. Internally, staff will maintain a register of all retail registrations received.

A public hearing is not required for this ordinance. City Council motioned at the April 21, 2025 council meeting to not hold a public hearing. Therefore, the final reading and potential adoption of the ordinance is on the May 5, 2025 agenda.

Staff has included a memo and alternate ordinance language that recommends a potential change to proposed Ordinance 1582 prior to conducting the final reading.

RECOMMENDED ACTION/MOTION:

- 1) Staff recommend City Council consider alternate ordinance language for proposed Ordinance 1582 allowing for City registration for preapproved State applicants.
- 2) Conduct the final reading of proposed Ordinance 1582 with the alternate language and dispense with the actual reading.

Note: A vote to dispense with the actual reading of the ordinance must be unanimous.

3) Consider adoption of proposed Ordinance 1582 - An Ordinance Amending Section 1110 of the Brainerd City Code Pertaining to Cannabis, Hemp and Related Businesses.

FINANCIAL IMPACT:

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: May 5th, 2025

RE: Final Reading - Proposed Ordinance 1582 - An Ordinance Amending Section 1110 of the Brainerd City Code Pertaining to Cannabis, Hemp and Related Businesses

INTRODUCTION

Staff continue to receive updates on the permitting process for cannabis retail operations and licensing. Cannabis microbusinesses with retail endorsements will be the first operators allowed to receive a license and microbusiness licenses have not been capped by the State of Minnesota. Cannabis retailers and mezzo businesses with retail operations have been capped by the State. The City of Brainerd currently allows for (2) Cannabis retailers that include the following: Cannabis retailers, Cannabis mezzo businesses with a retail operations endorsement, and Cannabis microbusinesses with a retail operations endorsement.

To encourage the industry to develop like Minnesota's craft brewing sector and support local growers, State regulators didn't cap the number of microbusiness licenses it can issue. A cannabis microbusiness that cultivates cannabis at an indoor facility may cultivate up to 5,000 square feet of plant canopy. A cannabis microbusiness with the appropriate endorsement may operate one retail location. A cannabis microbusiness may permit on-site consumption of edible cannabis products and lower potency hemp edibles on a portion of its premises. Cannabis microbusiness must ensure that the display and consumption of any edible product or lower-potency hemp edible is not visible from outside the licensed premises of the business.

LICENSING PROCESS

Staff recently learned the steps needed to obtain a business license to operate a microbusiness with retail operations.

- 1) Engage with local governments – Discussions with local governments to understand all local requirements including zoning.
- 2) Submit final documents – Preliminary approved applicants will submit final application materials to OCM when they can demonstrate compliance with all applicable rules.
- 3) Local government zoning compliance certification – Local governments have 30 days to certify that an application complies with zoning requirements.
- 4) Site Inspection – After receiving zoning compliance OCM will schedule a pre-opening site inspection to verify that your physical location complies with all applicable laws and rules.

- 5) Pay license fee.
- 6) Retail registration – If your license involves retail sales, you must obtain a local retail registration from your local government after you have received your cannabis business license.

STAFF OPINION

Currently the City of Brainerd and many other municipalities do not allow businesses to apply for a registration until the business has a valid license issued by the OCM. This poses a problem for new construction and tenant buildouts as significant capital is invested prior to a site inspection by the OCM, which is a requirement of licensing. Businesses would have to invest without any assurances of obtaining one of the two registrations from the City of Brainerd as staff is proposing first come first-serve registration process.

City Council could consider removing cannabis microbusinesses with a retail operations endorsement from the City's cap to align with the State of Minnesota.

Another option is allowing a retailer to apply for a registration after completing the preapproval process.

Attorney Langel researched the possibilities of registration approval prior to final licensing approval and concluded:

- 1) The City is required to issue a retail registration to a cannabis retailer that has a valid license **or license preapproval** issued by OCM, if the applicant pays the registration fee. *Minn. Stat. § 342.22, subd. 3(a).*
- 2) The applicant can then finalize the property location and inform the OCM. *Minn. Stat. § 342.14, subd. 6(a).* The OCM then must forward a copy of the application to the City. *Id.*, subd. 6(b)(1).
- 3) The City has 30 days to certify zoning and, if applicable, whether the business complies with fire and building codes. *Minn. Stat. § 342.13(f).*
- 4) The OCM then does a site inspection. If all ok, the OCM issues a final authorization. *Minn. Stat. 342.14, subd. 6(d).*
- 5) a retailer can be registered before solidifying the property, but they won't have a final license yet. If they are eventually denied a final license for some reason, their registration will have to be revoked.

STAFF RECOMMENDATION

- 1) Staff recommend City Council consider alternate ordinance language for proposed Ordinance 1582 allowing for City registration for preapproved State applicants.
- 2) Conduct the final reading of proposed Ordinance 1582 with the alternate language and dispense with the actual reading.
Note: A vote to dispense with the actual reading of the ordinance must be unanimous.
- 3) Consider adoption of proposed Ordinance 1582 - An Ordinance Amending Section 1110 of the Brainerd City Code Pertaining to Cannabis, Hemp and Related Businesses.

**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

**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: Amendment. Section 1110.7 – Cannabis Business Registration – is amended as indicated, with the following added language underlined and deleted language struck out:

1110.07 Cannabis Business Registration. Subdivision 1. A city shall not require additional licenses other than the cannabis licenses issued by the Office of Cannabis Management. The City shall issue a retail registration to a cannabis microbusiness with a retail operations endorsement, cannabis mezzo business with a retail operations endorsement, cannabis retailer, medical cannabis retailer, or lower-potency hemp edible retailer that:

1. Has a valid license issued by the OCM ~~or a preliminary approval by the OCM.~~
2. ~~Site location complies with all City of Brainerd zoning and land use ordinances.~~
2. Has paid the registration fee.
3. Is found to be in compliance with the requirements of the applicable state laws through a preliminary compliance check performed by the city.
4. Is current on all property taxes and assessments at the location where the retail establishment is located.

SECTION FOUR: 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: May 5, 2025

TITLE OF ITEM: Adopt Resolution - Award Bid - Improvement 17-12 - Wright/10th Reconstruction Project

AGENDA: Main

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: Bids for the project were opened on Thursday, May 1st at 10 a.m. Attached to this request are the bid results and a resolution accepting those results for Improvement 17-12 - Wright/10th Reconstruction Project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Improvement 17-12 is a reconstruction project on Wright Street (S. 6th Street to 13th Street SE) and 10th Street (Industrial Park Road to Wright Street). In total, 6 bids were received. The Bid Summary is attached. Engineer's Estimate for the improvement is \$3,788,022. The low bidder is Landwehr Construction, Inc. with a total bid of \$3,237,030.27. The bid represents a cost that is \$551,601.73 under engineer's estimate (14.6% under engineer's estimate). In reviewing the bids, it appears that the bids received were responsible and appropriate for the scope and scale of the project.

RECOMMENDED ACTION/MOTION: Staff recommends adopting the attached resolution in which accepts the bids and awards the contract to Landwehr Construction, Inc. in the total contract amount of \$3,237,030.27 and authorize proper signatures on the agreement documents.

FINANCIAL IMPACT: \$3,237,030.27

RESOLUTION
NO. _____

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the improvements of the following described improvements:

IMPROVEMENT 17-12

Street Reconstruction

Wright Street – South 6th Street to 13th Street SE

South 10th Street – Industrial Park Road to Wright Street

Bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

<u>NAME OF BIDDER</u>	<u>AMOUNT OF BID</u>
Landwehr Construction, Inc.	\$3,237,030.27
J.R. Ferche, Inc.	\$3,265,685.64
RL Larson Excavating, Inc.	\$3,484,352.71
Anderson Brothers Construction LLC	\$3,495,420.76
DeChantal Excavating LLC	\$3,588,447.60
Meyer Contracting Inc.	\$4,564,461.54

AND WHEREAS, Landwehr Construction, Inc. is the lowest responsible bidder; and

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

1. The Mayor and the City Administrator are hereby authorized and directed to enter into a contract with Landwehr Construction, Inc. for the amount of its said bid in the name of the City of Brainerd for the improvements above de-scribed according to the plans and specifications therefore approved by the City Council and of record in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this 5th day of May 2025

MIKE O'DAY
President of the Council

Adopted this 6th day of May 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Improvement 17-12 - Wright/10th Reconstruction Project**Bid Summary**

Bid Opening Date and Time May 1st, 2025 - 10 a.m. (Local Time)

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	\$3,788,632.00	
Landwehr Construction, Inc.	\$3,237,030.27	14.56% UNDER
J.R. Ferche, Inc.	\$3,265,685.64	13.80% UNDER
RL Larson Excavating, Inc.	\$3,494,352.71	7.77% UNDER
Anderson Brothers Construction Company of Brainerd LLC	\$3,495,420.76	7.74% UNDER
DeChantal Excavating LLC	\$3,588,447.60	5.28% UNDER
Meyer Contracting Inc.	\$4,564,461.54	20.48% OVER



City Council Agenda Request

MEETING DATE: May 5, 2025

TITLE OF ITEM: First Reading of Proposed Ordinance 1583 Ending Future Rural Service District Properties

AGENDA: P&F Committee

ACTION REQUESTED: Ordinance

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 proposed Ordinance 1583 that would 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 should be removed from the Rural Service District because of the availability of sewer and/or water services.

RECOMMENDED ACTION/MOTION:

1. Approve the list of properties recommended by staff for removal from the Rural Service District in proposed Ordinance 1583 or make changes prior to conducting the first reading.

2. Conduct the first reading of proposed Ordinance 1583 and dispense with the actual reading.

Note: A vote to dispense with the actual reading of the ordinance must be unanimous.

3. Direct Staff to Hold a Public Hearing at the June 2nd City Council meeting and notify affected property owners.

FINANCIAL IMPACT: N/A

**ORDINANCE
NO. 1583**

**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:

41040862

CITY OF BRAINERD SECTION 4 TOWNSHIP 133 RANGE 28 WEST THAT PART OF GOVERNMENT LOT 5 LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF CSAH 20 (NOW KNOWN AS RIVERSIDE DRIVE) EXCEPT THAT PART OF GOVERNMENT LOT 5 BEGINNING AT A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 5 WHERE SAID EAST LINE INTERSECTS THE SOUTHERLY RIGHT OF WAY LINE OF CSAH 20 AS CONSTRUCTED IN 1978 AND NOW MAINTAINED, THENCE SOUTHWESTERLY ALING SAID SOUTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 160 FEET, THENCE SOUTHEASTERLY AT A RIGH ANGLE TO SAID RIGHT OF WAY LINE TO AN

INTERSECTION WITH SAID EAST LINE OF GOVERNMENT LOT 5, THENCE NORTHERLY ALONG EAST LINE OF GOVERNMENT LOT 5 TO THE POINT OF BEGINNING.

41040885

THAT PART OF GOVERNMENT LOT 5, SECTION 4, TOWNSHIP 133, RANGE 28 WEST LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF CSAH 20 (NOW KNOWN AS RIVERSIDE DRIVE) EXCEPT THAT PART OF GOVERNMENT LOT 5 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4, THENCE SOUTH 87 DEGREES 54 MINUTES 50 SECONDS EAST, 1631.70 FEET ON AND ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 4 TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 45 MINUTES 30 SECONDS EAST, 560.66 FEET, THENCE NORTH 24 DEGREES 5 MINUTES 30 SECONDS EAST, 947.34 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 5 AND THERE TERMINATING. SECTION 4, TOWNSHIP 133, RANGE 28

41040868

THAT PART OF GOV LOT 3 DESCRIBED AS FOLLOWS: BEG. ON THE N. LINE OF SAID LOT 3 AT THE E. SIDE OF THE PRESENT CO. ROAD RUNNING THRU SAID LOT 3, THEN SE'LY ALONG THE PRESENT ESTABLISHED FENCE LINE A DIST. OF 233 FT., THEN DUE S. 34 FT. THEN W. 162 FT TO THE PRESENT CO. ROAD, THEN N'LY ALING SAID ROAD 175 FT TO THE PLACE OF BEG. AND ALSO PART OF LOT 3 DESCRIBED: COMM. ON THE N. LINE OF SAID LOT 3 AT THE E SIDE OF THE OLD CO. ROAD RUNNING THRU SAID LOT 3. THEN SE'LY ALONG THE PRESENTLY ESTAB. FENCE LINE A DIST OF 293 FT M/O/L, TO THE PRESENT COUNTY ROAD KNOWN AS BEAVER DAM ROAD, THEN S. A DIST. OF 41 FT. THEN W. A DIST. OF 162 FT M/O/L TO THE OLD C. AID ROAD, THEN N'LY ALONG THE OLD CO. AID ROAD A DIST. OF 221 FT TO THE PLACE OF BEG. AND ALSO THAT PART OF LOT 3 DESC. COMM. ON THE N. LINE OF SAID LOT 3 AT THE E. SIDE OF THE OLD CO. AID ROAD, RUNNING THRU LOT 3, THEN SE'LY ALONG THE PRESENTLY ESTAB. FENCE LINE A DIST OF 293 FT. M/O/L. THEN DUE S. ALONG THE PRESENT CO. AID ROAD KNOWN AS THE BEAVER DAM ROAD A DIST. OF 41 FT TO THE POINT OF BEG., THEN W A SIDT OF 191 FT M/O/L TO THE OLD CO. AID ROAD, THEN S'LY FOR A DIST OF 150 FT, THEN E'LY TO THE PRESENT ROAD KNOWN AS THE BEAVER DAM ROAD, A DIST. OF 208 FT M/O/L. THEN N. ALONG THE PRESENT BEAVER DAM ROAD A DIST OF 150 FT TO THE PLACE OF BEG.

41160504

TRACT A: THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4-NW1/4), SECTION 16, TOWNSHIP 45, RANGE 30, CROW WING COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SW1/4-NW1/4; THENCE SOUTH 03 DEGREES 49 MINUTES 56 SECONDS WEST, BEARING BASED ON THE CROW WING COUNTY COORDINATE DATABASE NAD83, 270.04 FEET ALONG THE WEST LINE OF SAID SW1/4-NW1/4 TO POINT B505, MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5 ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE IN THE CROW WING COUNTY, MINNESOTA RECORDER'S OFFICE; THENCE SOUTH 23 DEGREES 25 MINUTES 12 SECONDS EAST 226.65 FEET ALONG THE RIGHT OF WAY LINE OF SAID MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5 TO

POINT B6 ACCORDING TO SAID MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5; THENCE SOUTH 47 DEGREES 16 MINUTES 48 SECONDS EAST 150.00 FEET ALONG THE SAID RIGHT OF WAY LINE OF MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5 TO POINT B7 ACCORDING TO SAID MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5; THENCE NORTH 87 DEGREES 43 MINUTES 12 SECONDS EAST 141.42 FEET ALONG SAID RIGHT OF WAY LINE OF MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5 TO POINT B8 ACCORDING TO SAID MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5; THENCE NORTH 42 DEGREES 43 MINUTES 12 SECONDS EAST 175.00 FEET ALONG SAID RIGHT OF WAY LINE OF MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5 TO MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5 TO POINT B9 ACCORDING TO SAID MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5; THENCE SOUTH 47 DEGREES 16 MINUTES 48 SECONDS EAST 15.00 FEET ALONG SAID RIGHT OF WAY LINE OF MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5 TO POINT B10 ACCORDING TO SAID MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5; THENCE NORTH 42 DEGREES 43 MINUTES 12 SECONDS EAST 53.42 FEET ALONG SAID RIGHT OF WAY LINE OF MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-5 TO THE SOUTHERLY LINE OF THE DUNMIRE TRACT IN DOCUMENT NO. 938453 ON FILE IN SAID CROW WING COUNTY, MINNESOTA COUNTY RECORDER'S OFFICE; THENCE NORTH 47 DEGREES 17 MINUTES 10 SECONDS WEST 148.50 FEET ALONG SAID SOUTHWESTERLY LINE OF THE DUNMORE TRACT IN DOCUMENT NO. 938453 TO THE NORTHWESTERLY LINE OF THE DUNMIRE TRACT IN DOCUMENT NO. 938453.; THENCE NORTH 42 DEGREES 42 MINUTES 50 SECONDS EAST 450.63 FEET ALONG SAID NORTHWESTERLY LINE OF THE DUNMIRE TRACT DOCUMENT NO. 938453 TO THE NORTH LINE OF SAID THE SW1/4-NW1/4; THENCE SOUTH 88 DEGREES 40 MINUTES 51 SECONDS WEST 686.32 FEET ALONG SAID NORTH LINE SW1/4-NW1/4 TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS OF RECORD IF ANY.

41170514

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 134, RANGE 28, EXCEPT THAT PORTION DESCRIBED IN BOOK 18 OF MORTGAGES, PAGE 111.

41200525

OUTLOT THIRTY-TWO (32), WAWANAISSA PARK, ACCORDING TO THE PLAT THEREOF ON FILE AND A RECORD IN THE OFFICE OF THE CROW WING COUNTY RECORDER, STATE OF MINNESOTA, EXCEPT THAT PART TO THE STATE OF MINNESOTA SHOWN AS PARCEL 223C ON THE MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT #18-3 ON FILE IN THE OFFICE OF THE CROW WING COUNTY RECORDER, STATE OF MINNESOTA. SUBJECT TO RIGHTS, RESERVATIONS, EASEMENTS AND RESTRICTIONS ON RECORD, IF ANY. AND ALSO CONVEYING ALL THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (S1/2NE1/4NW1/4), SECTION TWENTY (20), TOWNSHIP FORTY-FIVE (45), RANGE THIRTY (30), LYING EAST OF STATE HIGHWAY 210, CROW

WING COUNTY, STATE OF MINNESOTA, EXCEPT THAT PART TO THE STATE OF MINNESOTA SHOWN AS PARCEL 223 ON THE MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT #18-3 ON FILE IN THE OFFICE OF THE CROW WING COUNTY RECORDER, STATE OF MINNESOTA. SUBJECT TO RIGHTS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. AND ALSO CONVEYING THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (N1/2NE1/4NW1/4) OR LOT ONE (1) OF THE AUDITOR'S SUBDIVISION OF THE NORTHWEST QUARTER (NW1/4), SECTION TWENTY (20), TOWNSHIP FORTY-FIVE (45), RANGE THIRTY (30), LYING EASTERLY OF STATE HIGHWAY 210, AS PRESENTLY LOCATED, CROW WING COUNTY, STATE OF MINNESOTA. SUBJECT TO RIGHTS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. AND ALSO CONVEYING ALL OF THAT PORTION OF THE WEST THIRTH (30) ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/) SOUTH OF STATE HIGHWAY 210, SECTION SEVENTEEN (17) TOWNSHIP FORTY-FIVE (45), RANGE THIRTY (30), CROW WING COUNTY, STATE OF MINNESOTA, EXCEPT TWO (2) PARTS TO THE STATE OF MINNESOTA SHOWN AS PARCELS 223E AND 227A ON MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT NO. 18-4 ON FILE IN THE OFFICE OF THE CROW WING COUNTY RECORDER, STATE OF MINNESOTA. SUBJECT TO RIGHTS, MINERAL RESERVATIONS, EASEMENTS, AND RESTRICTIONS OF RECORD, IF ANY. AND ALSO CONVEYING THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4) OF SECTION TWENTY (20), IN TOWNSHIP FORTY-FIVE (45) NORTH, RANGE THIRTY (30) WEST OF THE FOURTH PRINCIPAL MERIDIAN, ACCORDING TO THE GOVERNMENT SURVEY, THEREOF, CROW WING COUNTY, STATE OF MINNESOTA, EXCEPT THAT PART TO THE STATE OF MINNESOTA SHOWN AS PARCEL 223-D ON MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO.18-3 ON FILE IN THE OFFICE OF THE CROW WING COUNTY RECORDER, STATE OF MINNESOTA, AND ALSO EXEPT ALL MINERALS AND MINERAL RIGHTS OF RECORD. SUBJECT OT RIGHTS, RESERVATIONS, EASEMENTS, AND RESTRICTIONS ON RECORD, IF ANY. FURTHER SUBJECT TO THAT CERTAIN LEASE TO AMERICAN TOWERS, INC OF NOVEMBER 17, 2006, A MEMORANDUM OF SAID LEASE HAVING BEEN RECORDED AS DOCUMENT # 188566 IN THE OFFICE OF THE CROW WING COUNTY REGISTRAR OF TITLES, STATE OF MINNESOTA.

41200528

OUTLOT THIRTY-TWO (32), WAWANAISSA PARK, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CROW WING COUNTY RECORDER, STATE OF MINNESOTA, EXCEPT THAT PART TO THE STATE OF MINNESOTA SHOWN AS PARCEL 223C ON MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT #18-3 ON FILE IN THE OFFICE OF THE CROW WING COUNTY RECORDER, STATE OF MINNESOTA. SUBJECT TO RIGHTS, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. AND ALSO CONVEYING ALL THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (S1/2NE1/4NW1/4), SECTION TWENTY (20), TOWNSHIP FORTY-FIVE (45), RANGE THIRTY (30), LYING EAST OF STATE HIGHWAY 210, CROW WING COUNTY, STATE OF MINNESOTA, EXCEPT THAT PART TO THE STATE OF MINNESOTA SHOWN AS PARCEL

223 ON MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT #18-3 ON FILE IN THE OFFICE OF THE CROW WING COUNTY RECORDER, STATE OF MINNESOTA. SUBJECT TO RIGHTS, RESERVATIONS, EASEMENTS, AND RESTRICTIONS OF RECORD, IF ANY.

AND ALSO CONVEYING

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (N1/2NE1/4NW1/4) OR LOT ONE (1) OF THE AUDITOR'S SUBDIVISION OF THE NORTHWEST QUARTER (NW1/4), SECTION TWENTY (20), TOWNSHIP FORTY-FIVE (45), RANGE THIRTY (30), LYING EASTERLY OF STATE HIGHWAY 210, AS PRESENTLY LOCATED, CROW WING COUNTY, STATE OF MINNESOTA. SUBJECT TO RIGHTS, RESERVATIONS, EASEMENTS, AND RESTRICTIONS OF RECORD, IF ANY.

AND ALSO CONVEYING

ALL OF THAT PORTION OF THE WEST THIRTY (30) ACRES OF THE SOUTHEAST QUARTER (SW1/4SE1/4) SOUTH OF STATE HIGHWAY 210, SECTION SEVENTEEN (17), TOWNSHIP FORTY-FIVE (45), RANGE THIRTY (30), CROW WING COUNTY, STATE OF MINNESOTA, EXCEPT TWO (2) PARTS TO THE STATE OF MINNESOTA SHOWN AS PARCELS 223E AND 227A ON MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT #18-4 ON FILE IN THE OFFICE OF THE CROW WING COUNTY RECORDER, STATE OF MINNESOTA. SUBJECT OT RIGHTS, MINERAL RESERVATIONS, EASEMENTS, AND RESTRICTIONS OF RECORD IF ANY.

AND ALSO CONVEYING

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4) OF SECTION TWENTY (20), IN TOWNSHIP FORTY-FIVE (45) NORTH, OF RANGE THIRTY (30) WEST OF THE FOURTH PRINCIPAL MERIDIAN, ACCORDING TO THE GOVERNMENT SURVEY, THEREOF, CROW WING COUNTY, STATE OF MINNESOTA, EXCEPT THAT PART TO THE STATE OF MINNESOTA SHOWN AS PARCEL 223D ON MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLAT #18-3 ON FILE IN THE OFFICE OF THE CROW WING COUNTY RECORDER, STATE OF MINNESOTA, AND ALSO EXCEPT ALL MINERALS AND MINERAL RIGHTS OF RECORD. SUBJECT TO RIGHTS, RESERVATIONS, EASEMENTS, AND RESTRICTIONS OF RECORD, IF ANY. FURTHER SUBJECT TO THAT CERTAIN LEASE TO AMERICAN TOWERS, INC OF NOVEMBER 17, 2006, A MEMORANDUM OF SAID LEASE HAVING BEEN RECORDED AS DOCUMENT #188566 IN THE OFFICE OF THE CROW WING COUNTY REGISTRAR OF TITLES, STATE OF MINNESOTA.

41280534

THE WEST ½ OF THW EST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼, SECTION 28, TOWNSHIP 134, RANGE 28. SUBJECT TO RAILROAD ROW. SUBJECT TO EASEMENTS, RESERVATIONS, OR RESTRICTIONS IF ANY.

41310500

NORTH ½ OF NORTHEAST QUARTER OF SOUTHWEST QUARTER (N ½ OF NE ¼ OF SW ¼), SECTION THIRTY-ONE (31), TOWNSHIP FORTY-FIVE (45), RANGE THIRTY (30), OUTLOTS TO CITY OF BRAINERD, SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.

41310510

TRACT A: THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4NW1/4), SECTION 31, TOWNSHIP 45, RANGE 30, CROW WING COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SE1/4 NW1/4; THENCE SOUTH 01 DEGREE 18 MINUTES 58 SECONDS WEST, BEARING BASED ON THE CROW WING COUNTY COORDINATE DATABASE NAD 83, 798.66 FEET ALONG THE WEST LINE OF SAID SE1/4NW1/4; THENCE SOUTH 88 DEGREES 49 MINUTES 18 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID SE1/4NW1/4 230.00 FEET TO THE WEST LINE OF THE EAST 330.0 FEET OF THE WEST 560.00 FEET OF SAID SE1/4NW1/4; THENCE NORTH 01 DEGREE 18 MINUTES 58 SECONDS EAST 550.40 FEET ALONG SAID WEST LINE OF THE EAST 330.00 FEET OF THE WEST 560.00 FEET OF THE SE1/4NW1/4 TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 50.00 FEET OF THE NORTH 500.00 FEET OF SAID SE1/4NW1/4; THENCE SOUTH 88 DEGREES 49 MINUTES 18 SECONDS EAST 330.00 FEET ALONG SAID NORTH LINE OF THE SOUTH 50.00 FEET OF NORTH 500.00 FEET OF THE SE1/4NW1/4 TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST 560.00 FEET OF SAID SE1/4NW1/4; THENCE NORTH 01 DEGREE 18 MINUTES 58 SECONDS EAST 450.00 FEET ALONG SAID EAST LINE OF THE WEST 560.00 FEET OF THE SE1/4NW1/4 TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SE1/4NW1/4; THENCE NORTH 88 DEGREES 49 MINUTES 18 SECONDS WEST 560.00 FEET ALONG SAID NORTH LINE OF THE SE1/4NW1/4 TO THE POINT OF BEGINNING.

TRACT C: THE SOUTH 660 FEET OF THE NORTH 1160 FEET OF THE WEST 230 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4NW1/4), SECTION 31, TOWNSHIP 45, RANGE 30, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING ON THE WEST LINE OF THE SE1/4NW1/4, SECTION 31, TOWNSHIP 45, RANGE 30, AT A POINT WHICH 16 SOUTH 01 DEGREE 43 MINUTES 10 SECONDS WEST 798.66 FEET FROM THE NORTHWEST CORNER OF SAID SE1/4NW1/4; THENCE EAST PARALLEL TO THENORTH OF SAID SE1/4NW1/4, 230 FEET TO THE POINT OF TERMINATION.

AND

THE WEST 230.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 45 NORHT, RANGE 30 WEST, CROW WING COUNTY, MINNESOTA EXCEPT THE NORTH 1160.00 FEET THEREOF.

TRACT D: THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 45, RANGE 30 WEST, CROW WING COUNTY, MINNESOTA WHICH LIES WESTERLY OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 230.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31, AND WHICH LIES NORTHERLY OF A LINE 40.00 FEET NORTHERLY OF THE FOLLOWING DESCRIBED CENTER LINE: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 17 MINUTES 56 SECONDS EAST, BEARINGS BASED ON THE CROW WING COUNTY COORDINATE SYSTEM, ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 490.02 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED: THENCE SOUTH 89 DEGREES 43 MINUTES 57 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 702.23 FEET; THENCE 510.00 FEET EASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A CENTRAL ANGLE OF 32 DEGREES 14 MINUTES 31 SECONDS AND A

RADIUS OR 510.00 FEET; THENCE NORTH 58 DEGREES 01 MINUTE 33 SECONDS EAST, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 623.68 FEET; THENCE EASTERLY 287.00 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTH, AND SAID CENTERLINE THERE TERMINATING, SAID CURVE HAVING A CENTRAL ANGLE OF 32 DEGREES 14 MINUTES 33 SECONDS AND A RADIUS OF 510.00 FEET. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 66.000 FEET OF THE NORTH 651.73 FEET OF THE EAST 330.00 FEET OF THE WEST 560.00 FEET OF THE SOUTHEAST QUARTER IF THE NORTHWEST QUARTER, SECTION 31, TOWNSHIP 45, RANGE 30, CROW WING COUNTY, MINNESOTA

41320514

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 134, RANGE 28, EXCEPT THAT PORTION DESCRIBED IN BOOK 18 OF MORTGAGES, PAGE 111.

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 – _____

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: April 21, 2025

RE: Aerial GIS Maps of Properties to Remove from the Rural Service District

AERIAL MAPS

PID 41040862



PID 41040885



PID 41040868



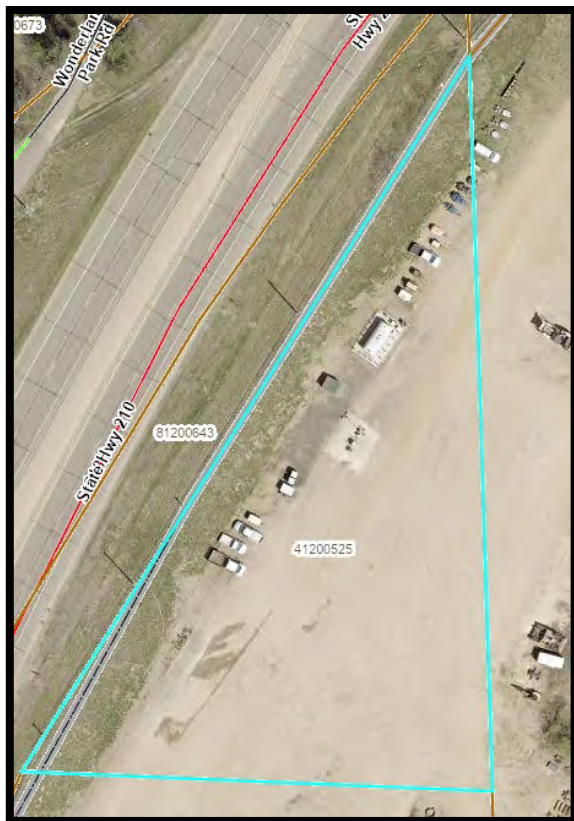
PID 41160504



PID 41170514



PID 41200525



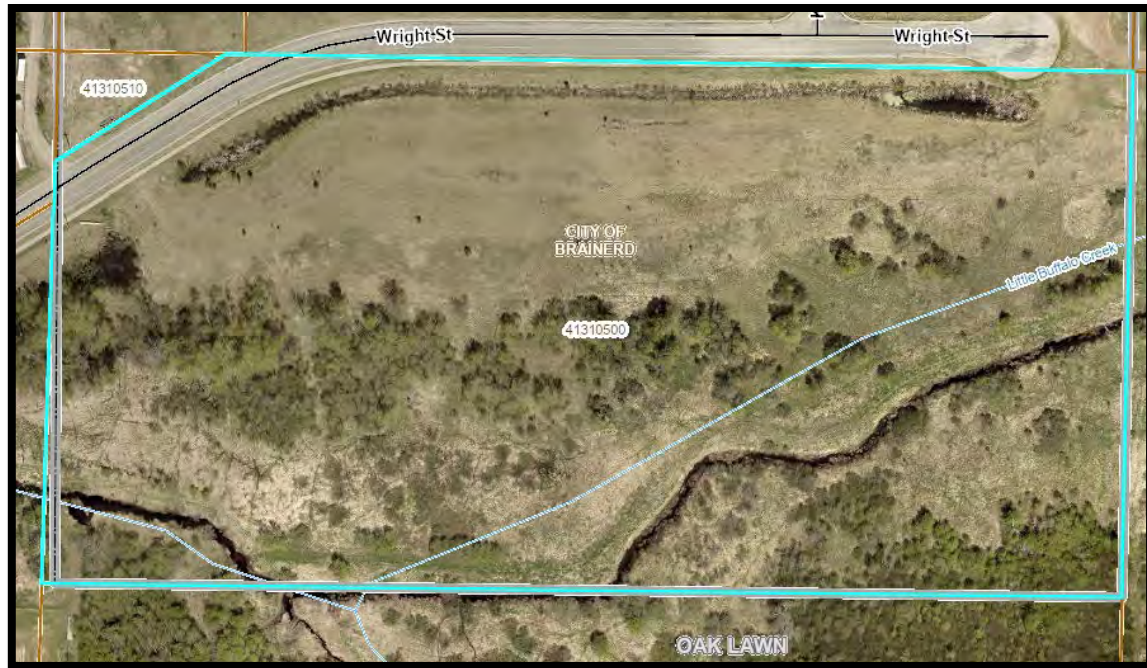
PID 41200528



PID 41280534



PID 41310500



PID 41310510



PID 41320514



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.

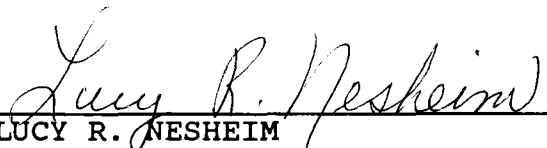
All of the foregoing real property lying and being in Crow Wing County, Minnesota.

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.

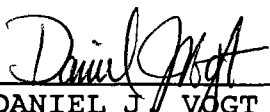
SECTION SEVEN. This Ordinance shall take effect and be in full force one week from and after its publication.

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

From: [Nick Broyles](#)
To: [Jeff Czczok](#); [John Davis](#)
Cc: [Mike ODay](#); [Connie Hillman](#); [James Kramvik](#); [Kris Schubert](#); [Mike Habighorst](#); [Shawn Strong](#); [Tim Holmes](#); [Toni Gage](#)
Subject: RE: Sidewalk Obstruction - Follow-up
Date: Thursday, April 24, 2025 11:17:41 AM
Attachments: [image002.png](#)
[image003.png](#)

Jeff,

Sorry for the confusion. It is the goal of staff to be consistent in process, not necessarily in outcomes. For example, one person driving 40 in a 35 may get a ticket and one may not. Several factors contribute to that decision, and I implicitly trust staff to exercise sound professional decisions in their daily activities. Mistakes will be made. That is okay because we are all human and require much grace. Our staff are good-willed people who wish to serve. Sound professional judgement is required daily as staff interacts with the public. Staff should always convey the requirements of an ordinance as they should be black and white. Nonetheless, countless nuances exist in every situation and discernment amongst staff is required in our day-to-day activities. I trust staff and they have my full support.

Staff will move forward as we always have – to do our best to provide the best service we can to our citizens.

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: Jeff Czczok <jzczok@ci.brainerd.mn.us>
Sent: Thursday, April 24, 2025 2:06 AM
To: John Davis <John.Davis@ci.brainerd.mn.us>; Nick Broyles <nbroyles@ci.brainerd.mn.us>
Cc: Mike ODay <moday@ci.brainerd.mn.us>; Connie Hillman <chillman@ci.brainerd.mn.us>; James Kramvik <jkramvik@ci.brainerd.mn.us>; Kris Schubert <kschubert@ci.brainerd.mn.us>; Mike Habighorst <mhhabighorst@ci.brainerd.mn.us>; Shawn Strong <sstrong@ci.brainerd.mn.us>; Tim Holmes <tholmes@ci.brainerd.mn.us>; Toni Gage <tgage@ci.brainerd.mn.us>
Subject: RE: Sidewalk Obstruction - Follow-up

John,

I fully understand the position the BPD took on the April 5th protest but you're conflating my concerns and that of Mr. Smith.

The November 3 rally was much smaller and far fewer participants than of the April 5th protest – we all know this.

Mr. Smith and I believe that if there's a requirement that people protesting cannot block pedestrian travel then the rule should be applied equally across the board and it was not. So what is the maximum number of protesters required before the ordinance is communicated by city staff to the organizer of a rally that rally/protest participants cannot block pedestrian travel?

This appears the "unknown" staff person provided Mr. Smith correct and valid information, but would you agree if this were to happen again that each event should be based on the specifics of each event and the mention of ordinance language would be left up to whether concerns are raised at the time of the event?

Nick, the above question is directed to you more so than Chief Davis.

I'm asking that particular question because there are two sides to this issue related to how the two events were addressed.

As an aside, Chief, I appreciate your explanation, but what is disappointing once again is the failure to follow up in a timely fashion.

1. No mention by staff after being told there isn't any ordinances or statutes addressing the issue and then learning through an unrelated Agenda Request that there actually is an ordinance addressing the issue.

(So I get it, this was a mistake, but I expected that a correction to said mistake should have been sent to me/acknowledged.

2. Waiting over 10 days to learn of new information and I'm required to solicit it.
3. Still not being informed as to whom was the staff person.
4. No mention by Administration as to how to best move forward.

Chief, your explanation is absolutely worthy, but I've only received one side of what I'm asking for – that of the Police Department and I'm hopeful to learn that of City Administration as to how we move forward because the BPD staff did not tell Mr. Smith he cannot block pedestrian travel.

Question:

Do we continue moving forward to tell citizens who give us the courtesy to let us know they are going to hold a rally that there is an ordinance prohibiting rally participants from blocking pedestrian traffic?

Jeff

From: John Davis <John.Davis@ci.brainerd.mn.us>

Sent: Wednesday, April 23, 2025 4:19 PM

To: Nick Broyles <nbroyles@ci.brainerd.mn.us>

Cc: Mike ODay <moday@ci.brainerd.mn.us>; Connie Hillman <chillman@ci.brainerd.mn.us>; James

Kramvik <jkramvik@ci.brainerd.mn.us>; Kris Schubert <kschubert@ci.brainerd.mn.us>; Mike Habighorst <mhabighorst@ci.brainerd.mn.us>; Shawn Strong <sstrong@ci.brainerd.mn.us>; Tim Holmes <tholmes@ci.brainerd.mn.us>; Toni Gage <tgage@ci.brainerd.mn.us>

Subject: RE: Sidewalk Obstruction - Follow-up

Jeff,

I can provide insight into the 1st amendment political demonstration that occurred at Washington and N. 6th Street on April 5th.

This demonstration grew to several hundred individuals in attendance. It was organized and mostly attended by one side of the political spectrum, but the opposing political side also had a presence in the same area. We had three officers and one sergeant on duty and fortunately the rest of the city was quiet, allowing them to focus their attention on monitoring the demonstration. We received a complaint about the sidewalk being blocked, but no report of anyone that was unable to use or pass by on the sidewalk as a result on it being blocked.

Our officers evaluated and observed that most of the demonstrators on the sidewalk were on the curbside focusing their attention on vehicles driving by. Officers believed if someone attempted to use the sidewalk, they would be able to walk behind most of the demonstrators and get through. However, we also recognized times where the demonstrators on the sidewalk could be standing two or three abreast and occupying the entire width of the sidewalk. Based on the totality of the circumstances officers decided not to take enforcement action. They communicated their decision to the individual who made the complaint and apparently this individual was unhappy that officers did not shut down the demonstration due to the concerns over the sidewalk.

The sergeant and officers came to their decisions based on their training and recommended practices for law enforcement. Our department also learned a lot through our experience with the weeklong Black Lives Matter protest we had in Brainerd shortly after the death of George Floyd. This was a challenging event for the department that included many successes we learned from. Every day we are making decisions which are influenced by constitutional amendments. Our decisions require a delicate balance between protecting constitutional rights of individuals to ensure their individual liberties and the government interest to uphold public safety. This isn't my own philosophy, but a well-established principle recognized by the courts.

When assessing the totality of the circumstances the following are variables that are taken into consideration when managing 1st amendment demonstrations:

- **Nature of the Violation:** Is it a minor violation or something with the potential for harm or disruption?
- **Impact on Public Safety:** Does the violation create any safety risks for the participants or

the public?

- **Protecting First Amendment Rights:** Minor ordinance violations, especially those related to the time, place, or manner of assembly, might be seen as less significant than the fundamental right to gather and express views.
- **De Minimis Infractions:** Some ordinance violations might be so minor that they don't cause any real harm or disruption. The violation is often unintentional and the time and resources to address it could be disproportionate to its significance. Strict enforcement could be unreasonable.
- **Avoiding Escalation:** In some situations, a heavy-handed response to a minor ordinance violation during a demonstration could escalate tensions and potentially lead to larger disturbances. Exercising discretion helps maintain peace and order.
- **Focusing on Public Safety:** Our resources are often limited. Prioritizing the ability to respond to an actual emergency within the demonstration or somewhere else in the city might be a more efficient and appropriate use of our resources than exhausting resources to enforce an ordinance violation that doesn't threaten public safety.

I feel our officers made reasonable decisions and I support those decisions. When tasked with managing the next demonstration we will take the same approach to our decision-making process. This demonstration involved hundreds of people with differing political views during a time when political tensions are at a high level. For this to occur without any disturbances, injuries, or damage while our citizens were able to freely exercise their 1st amendment right is in my opinion a win for the City of Brainerd. I don't believe attempting to shut down the demonstration or issuing criminal citations or making arrests for individuals blocking the sidewalk would have been reasonable or in the best interest of the city. I'm proud of how the Brainerd Police Department handled it.

Regards,
John



John Davis | Police Chief | Badge # 701
Brainerd Police Department | 225 E River Rd, Brainerd, MN 56401
218.829.2805 | john.davis@ci.brainerd.mn.us

From: Jeff Czczok <jzczok@ci.brainerd.mn.us>

Sent: Wednesday, April 23, 2025 8:29 AM

To: Nick Broyles <nbroyles@ci.brainerd.mn.us>

Cc: John Davis <John.Davis@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>; Connie Hillman <chillman@ci.brainerd.mn.us>; James Kramvik <jkramvik@ci.brainerd.mn.us>; John Davis <John.Davis@ci.brainerd.mn.us>; Kris Schubert <kschubert@ci.brainerd.mn.us>; Mike Habighorst <mhabighorst@ci.brainerd.mn.us>; Shawn Strong <sstrong@ci.brainerd.mn.us>; Tim Holmes

<tholmes@ci.brainerd.mn.us>; Toni Gage <tgage@ci.brainerd.mn.us>

Subject: RE: Sidewalk Obstruction - Follow-up

Hi Nick,

Following up with you and to learn if the loitering ordinance included in the CCC packet for Monday's CC meeting is clarification on the initial response I received indicating there aren't any ordinances or statutes addressing blocking pedestrian traffic?

I fully understand that whomever the staff was at City Hall Lowell spoke with could've and should've likely informed him the rally participants on November 3, 2025 were not allowed to block pedestrian traffic. However, as you agreed, if there's a rule we're enforcing for one group then we have to enforce the same rule for all, yet this did not happen on April 5th.

See portions of the ordinance below and I would like to know how this will be corrected and addressed in the future based on what the 11/03/2025 rally participants were told and how the same did not occur on 04/05/2025:

Section 2040 - Loitering (PDF).pdf

Brainerd City Code 2040.01

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 tear 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

Brainerd City Code 2040.03 (6)

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.

I requested (from my personal email) the ICR from April 5th for this and unfortunately forgot to copy my city email and have included said email here:

Subject:Request ICR - April 5, 2025

Date: Mon, 21 Apr 2025 16:56:24 -0500

From: Jeff V. Czezok <bubbajustice@charter.net>

To: Brainerd Police <Police@ci.brainerd.mn.us>

Greetings,

May I please be provided with the ICR associated with a phone call complaint from Lowell Smith on April 5, 2025.

Lowell called with concerns there were people in the street and blocking pedestrian travel along Washington Street on or near the areas of 6th and 8th Streets.

Additionally, if any other ICRs exist regarding the same protest and similar concerns, I'd

appreciate it if I could also be provided with those as well.

Thanks, Jeff

I'm still interested in learning what staff spoke with Lowell as they should be commended for letting our citizens know the rules we are operating under in the City of Brainerd.

Sincerely, Jeff

From: Nick Broyles <nbroyles@ci.brainerd.mn.us>

Sent: Friday, April 11, 2025 1:15 PM

To: Jeff Czczok <jzczczok@ci.brainerd.mn.us>

Cc: John Davis <John.Davis@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>; Connie Hillman <chillman@ci.brainerd.mn.us>; James Kramvik <jkramvik@ci.brainerd.mn.us>; John Davis <John.Davis@ci.brainerd.mn.us>; Kris Schubert <kschubert@ci.brainerd.mn.us>; Mike Habighorst <mhabighorst@ci.brainerd.mn.us>; Shawn Strong <sstrong@ci.brainerd.mn.us>; Tim Holmes <tholmes@ci.brainerd.mn.us>; Toni Gage <tgage@ci.brainerd.mn.us>

Subject: RE: Sidewalk Obstruction - Follow-up

Jeff,

I have reached out to all departments to see if anyone knows who spoke with Lowell the week before Nov 3, 2024. Responses thus far have been negative from the departments. However, there are a couple department heads off today so I will give you more information as I receive it. Nothing to report for now.

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: Jeff Czczok <jzczczok@ci.brainerd.mn.us>

Sent: Thursday, April 10, 2025 6:20 PM

To: Nick Broyles <nbroyles@ci.brainerd.mn.us>

Cc: John Davis <John.Davis@ci.brainerd.mn.us>; Mike ODay <moday@ci.brainerd.mn.us>

Subject: Sidewalk Obstruction - Follow-up

Hi Nick,

I narrowed down some details regarding the November 3, 2025 rally.

Lowell Smith recalls calling the BPD and speaking to a female and he asked if they would require a permit for gathering on the property and was informed they probably didn't and was

subsequently transferred to City Administration.

He spoke with a gentleman who informed him there was no permit required neither for the people at the rally but they were not allowed to be on the sidewalk and as long as they were responsible for the property as they were renting, they would be alright as long as they stayed out of the street and didn't block the sidewalk (pedestrian travel) and food such as hotdogs didn't require a permit either.

At one point that day, a BPD vehicle pulled up behind the building and Lowell's wife asked if there was a problem and the officer said there was a noise complaint and he indicated he didn't find there was any noise issues and continued on his way.

He also told her the complaint was from the DFL office down the street.

Lowell estimates the approximate day he called was a week prior to the event.

This would explain why the folks at the event were advising attendees to not be on the sidewalk and why Chief Davis has no record of any officer talking to the attendees at the rally regarding staying off the sidewalks.

Lowell's phone number is:

218-820-7891

Is there any way to learn from his number as to whom he might have spoke with?

Thanks much, Jeff

CROW WING COUNTY

HISTORICAL SOCIETY
MUSEUM & LIBRARY - EST. 1927

RECEIVED

APR 21 2025

CITY OF BRAINERD
ADMINISTRATION

Email:
history@crowwing.gov

Website:
www.crowwinghistory.org

Street Address:
320 Laurel Street
Brainerd, MN 56401

Phone:
(218) 829-3268

April 16, 2025

Nick Broyles
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear City of Brainerd:

On behalf of the Board of Directors, I would like to thank City of Brainerd for your donation of \$500.00. This very generous amount will advance our mission and help us connect the people of today with the people of the past. We greatly appreciate your interest in helping the Crow Wing County Historical Society to collect, preserve, and share the history of our County.

The Crow Wing County Historical Society is a 501(c)(3) non-profit organization and affiliated with and approved by the Minnesota Historical Society. No goods or services were given in exchange for this donation. This gift is tax deductible.

Thank you again for investing in the past and future of Crow Wing County.

Respectfully yours,


Hillary Swanson
Executive Director

Thank you!

P.S. Please call us to set up a tour for your council or township board. We would love to show you what we have been working on and what your money will do for our community.



Listed on the
National Register
of Historic Places