



CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, May 19, 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: 2484 514 6909

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

Safety and Public Works Committee held: Council Chambers at 7:00 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 MN Lawful Gambling Exempt Permit Submitted by the Brainerd Junior Jaycees for an Event to be held on June 21, 2025 at 702 S 5th St**

E. **Approve MN Lawful Gambling Premise Permit Submitted by Pohl Children's Scholarship Foundation for Premise at Yesterday's Gone, 219 S 9th St**

F. **Approve Temporary On-Sale Liquor License Submitted by Jackpine Brewery for an Event to be held on June 5th, 2025 at Lyman P. White Park**

G. **Approve Temporary On-Sale Liquor License Submitted by Jackpine Brewery for an Event to be held on July 10, 2025 at Lyman P. White Park**

- H. **Approve Temporary On-Sale Liquor License Submitted by the Brainerd Jaycees for an Event to be held on July 25 & 26 at the Mills Parking Lot Front Street**
- I. **Event Application Brainerd Community Action Concerts in the Park**
- 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. **Presentations**
- 8. **Council Committee Reports**
 - A. **Personnel & Finance Committee**
 - 1. Approve RFP for Custodial Services
 - 2. Authorize Staff to Work with the Brainerd YMCA to Identify Grant Opportunities
 - 3. Ratify the Hiring of Trevor Hines as Technology Specialist
 - 4. Accept Resignation of Lineworker Dylan Ferrari
 - B. **Safety & Public Works Committee**
 - 1. Review Proposed Code Enforcement Ordinance
 - 2. Approve Agreement - Construction Surveying on As-Needed Basis
 - 3. Approval of Front Street Flag Poles to be Modified
 - 4. Discussion and Review of New City Ordinance of Street Performers/Buskers
- 9. **Unfinished Business**
 - A. **City Administrator Report**
 - B. **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
- 10. **New Business**
 - A. **Adopt Resolution - Petition Sufficiency and Set Public Hearing - N. 9th Street Vacation**

- B. **Consider Revising Corner Lot Fence Requirements**
- C. **Discuss Brainerd Community Action Beautification Ideas**
- 11. **Staff Reports**
(Verbal: Any Updates since Packet)
- 12. **Mayor's Report**
- 13. **Council Member Reports**
- 14. **Adjourn**
- 15. **Council Communications**
 - A. **Warming Shelter Communications**
 - B. **Concerned Citizen & Witness**

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

MISSION

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

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 2684 - BRAINERD PARKS & RECREATION:							
4/22/25 87769	BRAINERD PARKS & RECREATION EARLY BIRD TOURNAMENT CASH PRIZES 230-5215-42210	04/22/2025 pziemer	04/24/2025	1,050.00	0.00	Paid	Y 04/24/2025
	OPERATING SUPPLIES			1,050.00			
	Total for vendor 2684 - BRAINERD PARKS & RECREATION:			1,050.00	0.00		
Vendor 4397 - BRIAN K. WALLIN:							
23-13 87620	BRIAN K. WALLIN EASEMENT: TH371B & WILLOW 401-9030-43430-23:13	04/01/2025 pziemer	04/11/2025	9,000.00	0.00	Paid	Y 04/11/2025
	MISCELLANEOUS			9,000.00			
	Total for vendor 4397 - BRIAN K. WALLIN:			9,000.00	0.00		
Vendor 0307 - CENTERPOINT ENERGY:							
92166-0/MAR25/STRTS 87743	CENTERPOINT ENERGY 2/14/25-3/14/25 STREETS UTILITIES 235-3100-43380	03/24/2025 pziemer	04/18/2025	1,214.98	0.00	Paid	Y 04/18/2025
	UTILITIES			1,214.98			
92166-0/MAR25/PARKS 87744	CENTERPOINT ENERGY 2/14/25-3/14/25 PARKS UTILITIES 230-5200-43380	03/24/2025 pziemer	04/18/2025	1,214.12	0.00	Paid	Y 04/18/2025
	UTILITIES			1,214.12			
92166-0/MAR25/FD 87745	CENTERPOINT ENERGY 2/14/25-3/14/25 FIRE DEPT UTILITIES 225-2220-43380	03/14/2025 pziemer	04/18/2025	836.98	0.00	Paid	Y 04/18/2025
	UTILITIES			488.65			
	UTILITIES			348.33			
92166-0/MAR25/PD 87746	CENTERPOINT ENERGY 2/14/25-3/14/25 POLICE DEPT UTILITIES 225-2120-43380	03/24/2025 pziemer	04/18/2025	550.76	0.00	Paid	Y 04/18/2025
	UTILITIES			550.76			
92166-0/MAR25/LIB 87747	CENTERPOINT ENERGY 2/14/25-3/14/25 LIBRARY UTILITIES 211-5500-43380	03/14/2025 pziemer	04/18/2025	1,773.84	0.00	Paid	Y 04/18/2025
	UTILITIES			1,773.84			
92166-0/MAR25/CH 87749	CENTERPOINT ENERGY 2/14/25-3/14/25 CITY HALL UTILITIES 101-1940-43380	03/24/2025 pziemer	04/18/2025	1,253.15	0.00	Paid	Y 04/18/2025
	UTILITIES			793.76			
	UTILITIES			459.39			
	Total for vendor 0307 - CENTERPOINT ENERGY:			6,843.83	0.00		

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 0125 - CONSOLIDATED TELEPHONE CO:							
21561617/AIR 87736	CONSOLIDATED TELEPHONE CO 4/12/25-5/11/25 AIRPORT SPECIAL CIRC 260-9020-43321	04/12/2025 pziemer	04/18/2025	141.63	0.00	Paid	Y 04/18/2025
	TELEPHONE			141.63			
21561617/IT 87737	CONSOLIDATED TELEPHONE CO 4/12/25-5/11/25 IT PHONE/INTERNET 101-1800-43321	04/12/2025 pziemer	04/18/2025	464.75	0.00	Paid	Y 04/18/2025
	TELEPHONE			464.75			
21561617/PARKS 87738	CONSOLIDATED TELEPHONE CO 4/12/25-5/11/25 PARKS PHONE INTERNET 230-5200-43321	04/12/2025 pziemer	04/18/2025	245.81	0.00	Paid	Y 04/18/2025
	TELEPHONE			245.81			
21561617/CH 87739	CONSOLIDATED TELEPHONE CO 4/12/25-5/11/25 CITY HALL PHONES 101-1940-43321	04/12/2025 pziemer	04/18/2025	54.54	0.00	Paid	Y 04/18/2025
	TELEPHONE			54.54			
21561617/FD 87740	CONSOLIDATED TELEPHONE CO 4/12/25-5/11/25 FIRE DEPT UTILITIES 225-2220-43321	04/12/2025 pziemer	04/18/2025	100.00	0.00	Paid	Y 04/18/2025
	TELEPHONE			100.00			
21561617/PD 87741	CONSOLIDATED TELEPHONE CO 4/12/25-5/11/25 POLICE PHONE/INTERNET 225-2120-43321 225-2120-43309	04/12/2025 pziemer	04/18/2025	145.29	0.00	Paid	Y 04/18/2025
	TELEPHONE			95.29			
	COMPUTER TECHNICAL SUPPORT			50.00			
21561617/STRTS 87742	CONSOLIDATED TELEPHONE CO 4/12/25-5/11/25 STRTS PHONES/INTERNET 235-3100-43321	04/12/2025 pziemer	04/18/2025	95.81	0.00	Paid	Y 04/18/2025
	TELEPHONE			95.81			
	Total for vendor 0125 - CONSOLIDATED TELEPHONE CO:			1,247.83	0.00		
Vendor 2796 - GREGERSON, ROSOW, JOHNSON & NILAN L:							
23-13 87627	GREGERSON, ROSOW, JOHNSON & NILAN L EASEMENT: TH371B & WILLOW ST 4124056 401-9030-43430-23:13	04/01/2025 pziemer	04/11/2025	28,500.00	0.00	Paid	Y 04/11/2025
	MISCELLANEOUS			28,500.00			
	Total for vendor 2796 - GREGERSON, ROSOW, JOHNSON & NILAN L:			28,500.00	0.00		
Vendor 4403 - JENNIFER MELTON:							

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
23-13 87626	JENNIFER MELTON EASEMENT/REIMB - TH371B & WILLOW ST 4pziemer 401-9030-43430-23:13 MISCELLANEOUS 401-9030-43430-23:13 MISCELLANEOUS Total for vendor 4403 - JENNIFER MELTON:	04/01/2025	04/11/2025	6,063.00 5,063.00 1,000.00 6,063.00	0.00 0.00	Paid	Y 04/11/2025
Vendor 4400 - KIMBERLY & DAVID BLUNDELL:							
23-13 87628	KIMBERLY & DAVID BLUNDELL EASEMENT: TH371B & WILLOW ST 4136107(pziemer 401-9030-43430-23:13 MISCELLANEOUS Total for vendor 4400 - KIMBERLY & DAVID BLUNDELL:	04/01/2025	04/11/2025	90.00 90.00 90.00	0.00 0.00	Paid	Y 04/11/2025
Vendor 4401 - LAZY H PROPERTIES LLC:							
23-13 87623	LAZY H PROPERTIES LLC EASEMENT: TH371B & WILLOW ST 41360512pziemer 401-9030-43430-23:13 MISCELLANEOUS Total for vendor 4401 - LAZY H PROPERTIES LLC:	04/01/2025	04/11/2025	25,052.00 25,052.00 25,052.00	0.00 0.00	Paid	Y 04/11/2025
Vendor 1974 - MN DEPT OF HEALTH PLAN REVIEW:							
23-13 87619	MN DEPT OF HEALTH PLAN REVIEW PLAN REVIEW 23-13 BEECH/OAKRIDGE pziemer 401-9030-43300-23:13 PROFESSIONAL SERVICES Total for vendor 1974 - MN DEPT OF HEALTH PLAN REVIEW:	04/08/2025	04/11/2025	150.00 150.00 150.00	0.00 0.00	Paid	Y 04/11/2025
Vendor 4402 - MOORES PROPERTIES INC:							
23-13 87624	MOORES PROPERTIES INC EASEMENT: TH371B & WILLOW ST 41360511pziemer 401-9030-43430-23:13 MISCELLANEOUS Total for vendor 4402 - MOORES PROPERTIES INC:	04/01/2025	04/11/2025	1,230.00 1,230.00 1,230.00	0.00 0.00	Paid	Y 04/11/2025
Vendor 4398 - NANCY PATTERSON:							
23-13 87621	NANCY PATTERSON EASEMENT: TH371B & WILLOW ST 41240554pziemer 401-9030-43430-23:13 MISCELLANEOUS Total for vendor 4398 - NANCY PATTERSON:	04/01/2025	04/11/2025	370.00 370.00 370.00	0.00 0.00	Paid	Y 04/11/2025

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DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/01/2025 - 04/30/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
Vendor 4399 - TREVOR PUMNEA:							
23:13 87622	TREVOR PUMNEA	04/01/2025	04/11/2025	100.00	0.00	Paid	Y 04/11/2025
	EASEMENT: TH371B & WILLOW ST 4124055{pziemer						
	401-9030-43430-23:13 MISCELLANEOUS			100.00			
	Total for vendor 4399 - TREVOR PUMNEA:			100.00	0.00		

Vendor 1067 - TRINITY LUTHERAN CHURCH:

23-13 87625	TRINITY LUTHERAN CHURCH	04/01/2025	04/11/2025	380.00	0.00	Paid	Y 04/11/2025
	EASEMENT: TH371B & WILLOW ST 4136104{pziemer						
	401-9030-43430-23:13 MISCELLANEOUS			380.00			
	Total for vendor 1067 - TRINITY LUTHERAN CHURCH:			380.00	0.00		

# of Invoices:	24	# Due:	0	Totals:	80,076.66	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					80,076.66	0.00

--- TOTALS BY GL DISTRIBUTION ---

101-1800-43321	TELEPHONE	464.75
101-1940-43321	TELEPHONE	54.54
101-1940-43380	UTILITIES	1,253.15
211-5500-43380	UTILITIES	1,773.84
225-2120-43309	COMPUTER TECHNICAL SUPPORT	50.00
225-2120-43321	TELEPHONE	95.29
225-2120-43380	UTILITIES	550.76
225-2220-43321	TELEPHONE	100.00
225-2220-43380	UTILITIES	836.98
230-5200-43321	TELEPHONE	245.81
230-5200-43380	UTILITIES	1,214.12
230-5215-42210	OPERATING SUPPLIES	1,050.00
235-3100-43321	TELEPHONE	95.81
235-3100-43380	UTILITIES	1,214.98
260-9020-43321	TELEPHONE	141.63
401-9030-43300-23:13	PROFESSIONAL SERVICES	150.00
401-9030-43430-23:13	MISCELLANEOUS	70,785.00

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			1,772.44	0.00		
	211 - LIBRARY FUND			1,773.84	0.00		
	225 - PUBLIC SAFETY FUND			1,633.03	0.00		
	230 - PARK & RECREATION FUND			2,509.93	0.00		
	235 - STREET & SEWER FUND			1,310.79	0.00		
	260 - AIRPORT FUND			141.63	0.00		
	401 - CONSTRUCTION FUND			70,935.00	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	1800 - IT/GIS			464.75	0.00		
	1940 - CITY HALL			1,307.69	0.00		
	2120 - POLICE DEPARTMENT			696.05	0.00		
	2220 - FIRE DEPARTMENT			936.98	0.00		
	3100 - S & S MAINTENANCE			1,310.79	0.00		
	5200 - PARK MAIN/ADMINISTRATION			1,459.93	0.00		
	5215 - ADULT SOFTBALL			1,050.00	0.00		
	5500 - LIBRARY-BUDGETED			1,773.84	0.00		
	9020 - AIRPORT M & O			141.63	0.00		
	9030 - CONSTRUCTION PROJ-MISC			70,935.00	0.00		

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 05/19/2025 - 05/19/2025

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BOTH OPEN AND PAID

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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						
Vendor 0011 - ACE HARDWARE:							
331905/1							
87775	ACE HARDWARE	04/24/2025	05/21/2025	41.36	41.36	Open	N
	GROMMETS/BOX	pziemer					05/21/2025
230-5200-42220	REPAIR & MAINT			41.36			
332118/1							
88026	ACE HARDWARE	05/02/2025	05/21/2025	26.99	26.99	Open	N
	SMALL AX	pziemer					05/21/2025
237-3190-42220	REPAIR & MAINT			26.99			
332113/1							
88036	ACE HARDWARE	05/02/2025	05/21/2025	11.69	11.69	Open	N
	RUBBER MALLET	pziemer					05/21/2025
225-2120-42240	SMALL TOOLS			11.69			
332173/1							
88037	ACE HARDWARE	05/06/2025	05/21/2025	53.94	53.94	Open	N
	BUG SPRAY - GROUND SEARCH	pziemer					05/21/2025
225-2120-42209	SAFETY EQUIPMENT SUPPLIES			53.94			
332165/1							
88043	ACE HARDWARE	05/06/2025	05/21/2025	10.79	10.79	Open	N
	CONSTRUCTION ADHESIVE	pziemer					05/21/2025
235-3100-42220	REPAIR & MAINT			10.79			
332262/1							
88080	ACE HARDWARE	05/08/2025	05/21/2025	44.07	44.07	Open	N
	CONST. TIE DOWNS, PRIMER, ANCHOR	pziemer					05/21/2025
401-9030-42210	OPERATING SUPPLIES			44.07			
332263/1							
88092	ACE HARDWARE	05/08/2025	05/21/2025	11.68	11.68	Open	N
	STAPLER	pziemer					05/21/2025
235-3100-42220	REPAIR & MAINT			11.68			
332340/1							
88133	ACE HARDWARE	05/12/2025	05/21/2025	1.79	1.79	Open	N
	FASTENERS	pziemer					05/21/2025
225-2220-42220	REPAIR & MAINT			1.79			
332322/1							
88142	ACE HARDWARE	05/12/2025	05/21/2025	40.35	40.35	Open	N
	ADD DESCRIPTION	pziemer					05/21/2025
230-5200-42220	REPAIR & MAINT			40.35			
332323/1							
88143	ACE HARDWARE	05/12/2025	05/21/2025	9.88	9.88	Open	N
	UPDATE DESCRIPTION	pziemer					05/21/2025
230-5200-42220	REPAIR & MAINT			9.88			

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution GRANT						
332342/1							
88145	ACE HARDWARE	05/13/2025	05/21/2025	40.24	40.24	Open	N
	UPDATE DESCRIPTION	pziemer					05/21/2025
230-5200-42220	REPAIR & MAINT			40.24			
332358/1							
88149	ACE HARDWARE	05/13/2025	05/21/2025	9.89	9.89	Open	N
	EVIDENCE SUPPLIES	pziemer					05/21/2025
225-2120-42210	OPERATING SUPPLIES			9.89			
	Total for vendor 0011 - ACE HARDWARE:			302.67	302.67		
Vendor 2902 - ADVANCE AUTO PARTS - FINANCIAL SVCS:							
6574512622284							
88045	ADVANCE AUTO PARTS - FINANCIAL SVCS	05/06/2025	05/21/2025	36.31	36.31	Open	N
	TRUCK 102 STROBE HARDWARE	pziemer					05/21/2025
235-3170-42210	OPERATING SUPPLIES			36.31			
6574512883937							
88098	ADVANCE AUTO PARTS - FINANCIAL SVCS	05/08/2025	05/21/2025	142.02	142.02	Open	N
	TRUCK 108 FUEL, OIL, & SEPARATOR FIL	pziemer					05/21/2025
235-3100-42220	REPAIR & MAINT			142.02			
	Total for vendor 2902 - ADVANCE AUTO PARTS - FINANCIAL SVCS:			178.33	178.33		
Vendor 2846 - AMERICAN WELDING-GAS INC:							
0010837205							
88021	AMERICAN WELDING-GAS INC	04/30/2025	05/21/2025	105.47	105.47	Open	N
	WELDING GAS CYLINDER RENTAL	pziemer					05/21/2025
235-3100-43410	RENTAL EXPENSE			105.47			
	Total for vendor 2846 - AMERICAN WELDING-GAS INC:			105.47	105.47		
Vendor 4310 - AUTOSMITH SERVICE GROUP:							
1027							
88163	AUTOSMITH SERVICE GROUP	05/01/2025	05/21/2025	828.88	828.88	Open	N
	CI- INSTALL WINCH	pziemer					05/21/2025
225-2220-42220	REPAIR & MAINT			828.88			
	Total for vendor 4310 - AUTOSMITH SERVICE GROUP:			828.88	828.88		
Vendor 2838 - AXON ENTERPRISE, INC.:							
INUS342395							
88038	AXON ENTERPRISE, INC.	04/30/2025	05/21/2025	892.00	892.00	Open	N
	TASER CARTRIDGE X20	pziemer					05/21/2025
225-2120-42210	OPERATING SUPPLIES			892.00			
INUS345334							
88128	AXON ENTERPRISE, INC.	05/08/2025	05/21/2025	2,230.00	2,230.00	Open	N
	TASER CARTRIDGE X50	pziemer					05/21/2025

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DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 05/19/2025 - 05/19/2025

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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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						
225-2120-42210	OPERATING SUPPLIES			2,230.00			
	Total for vendor 2838 - AXON ENTERPRISE, INC.:			3,122.00	3,122.00		
Vendor 0745 - BATTERIES PLUS:							
P82284803							
88064	BATTERIES PLUS	05/08/2025	05/21/2025	59.87	59.87	Open	N
	BATTERIES	pziemer					05/21/2025
225-2220-42210	OPERATING SUPPLIES			59.87			
	Total for vendor 0745 - BATTERIES PLUS:			59.87	59.87		
Vendor 3120 - BOLTON & MENK:							
0361535							
88086	BOLTON & MENK	04/28/2025	05/21/2025	5,272.00	5,272.00	Open	N
	23:16 PROF. SVCS 3/15/25-4/11/25	pziemer					05/21/2025
401-9030-43300-23:16	PROFESSIONAL SERVICES			5,272.00			
	Total for vendor 3120 - BOLTON & MENK:			5,272.00	5,272.00		
Vendor 0078 - BRAINERD LAKES AREA DEV C:							
AM 155							
88112	BRAINERD LAKES AREA DEV C	05/01/2025	05/21/2025	30.00	30.00	Open	N
	ANNUAL MEETING - N. BROYLES	pziemer					05/21/2025
101-1400-43330	PROFESSIONAL DEVELOPMENT			30.00			
AM 151							
88113	BRAINERD LAKES AREA DEV C	05/01/2025	05/21/2025	30.00	30.00	Open	N
	ANNUAL MEETING J.KRAMVIK	pziemer					05/21/2025
101-2400-43330	PROFESSIONAL DEVELOPMENT			30.00			
	Total for vendor 0078 - BRAINERD LAKES AREA DEV C:			60.00	60.00		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
5/2/25							
88025*	BRAINERD PUBLIC UTILITIES	05/02/2025	05/21/2025	12,624.00	12,624.00	Open	N
	WORK COMP PREMIUM ADJUSTMENT	pziemer					05/21/2025
280-0000-20800	DUE TO OTHER GOVT UNITS			4,087.00			
101-9200-43430	MISCELLANEOUS			89.00			
225-2225-41150	WORKERS COMP			(3,850.00)			
101-0000-20850	DUE TO COMPONENT UNIT			12,298.00			
APR 25/CITY							
88122	BRAINERD PUBLIC UTILITIES	04/24/2025	05/21/2025	2,241.75	2,241.75	Open	N
	3/24/25-4/24/25 CITY UTILITIES	pziemer					05/21/2025
101-1940-43381	BPU UTILITIES			1,886.25			
101-9200-43381	BPU UTILITIES			265.52			
236-3180-43381	BPU UTILITIES			37.50			
401-1003-43380	UTILITIES			52.48			

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
APR 25/STRTS							
88123	BRAINERD PUBLIC UTILITIES	04/24/2025	05/21/2025	24,055.60	24,055.60	Open	N
	3/24/25-4/24/25 STREET DEPT UTILITIES	pziemer					05/21/2025
235-3100-43381	BPU UTILITIES			727.26			
230-5200-43381	BPU UTILITIES			23,328.34			
APR 25/FD							
88124	BRAINERD PUBLIC UTILITIES	04/24/2025	05/21/2025	2,308.33	2,308.33	Open	N
	3/24/25-4/24/25 FIRE DEPT UTILITIES	pziemer					05/21/2025
225-2220-43381	BPU UTILITIES			2,308.33			
APR 25/LIB							
88125	BRAINERD PUBLIC UTILITIES	04/24/2025	05/21/2025	1,559.22	1,559.22	Open	N
	3/24/25-4/24/25 LIBRARY UTILITIES	pziemer					05/21/2025
211-5500-43381	BPU UTILITIES			1,559.22			
APR 25/PARKS							
88130	BRAINERD PUBLIC UTILITIES	04/24/2025	05/21/2025	4,176.83	4,176.83	Open	N
	3/24/25-4/24/25 PARKS UTILITIES	pziemer					05/21/2025
230-5200-43381	BPU UTILITIES			3,979.08			
230-5280-43380	UTILITIES			197.75			
APR 25/PD							
88135	BRAINERD PUBLIC UTILITIES	04/24/2025	05/21/2025	3,977.03	3,977.03	Open	N
	3/24/25-4/24/25 POLICE DEPT UTILITIES	pziemer					05/21/2025
225-2120-43381	BPU UTILITIES			3,977.03			
05/13/25							
88153	BRAINERD PUBLIC UTILITIES	05/15/2025	05/21/2025	115,252.37	115,252.37	Open	N
	REMIT LOST THRU 5/13/25	pziemer					05/21/2025
251-9360-43467	REMIT LOCAL SALES TAX COLLECT			115,252.37			
Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:				166,195.13	166,195.13		
Vendor 4209 - CALLTOWER:							
202533681							
88033	CALLTOWER	05/01/2025	05/21/2025	348.79	348.79	Open	N
	CALLTOWER 5/1/25-5/31/25	pziemer					05/21/2025
101-1800-43321	TELEPHONE			348.79			
Total for vendor 4209 - CALLTOWER:				348.79	348.79		
Vendor 0447 - CDW GOVERNMENT, INC:							
AD8JQ7V							
88063	CDW GOVERNMENT, INC	04/24/2025	05/21/2025	356.28	356.28	Open	N
	UPS TRIPP 550VA QTY 4	pziemer					05/21/2025
101-1800-42210	OPERATING SUPPLIES			356.28			
Total for vendor 0447 - CDW GOVERNMENT, INC:				356.28	356.28		
Vendor 4301 - CENTRAL LAKES FERTILIZING:							

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
257							
88010	CENTRAL LAKES FERTILIZING	05/08/2025	05/21/2025	495.00	495.00	Open	N
	JCP SPRING FERTILIZING	pziemer					05/21/2025
230-5200-42220	REPAIR & MAINT			495.00			
	Total for vendor 4301 - CENTRAL LAKES FERTILIZING:			495.00	495.00		

Vendor 1333 - CHAMBERLAIN OIL COMPANY:

508787-00							
88022	CHAMBERLAIN OIL COMPANY	05/01/2025	05/21/2025	249.61	249.61	Open	N
	TUBE GREASE AND HAND CLEANER	pziemer					05/21/2025
235-3100-42220	REPAIR & MAINT			249.61			
	Total for vendor 1333 - CHAMBERLAIN OIL COMPANY:			249.61	249.61		

Vendor 4269 - COLUMN SOFTWARE:

425BB603-0112							
88117	COLUMN SOFTWARE	05/07/2025	05/21/2025	34.54	34.54	Open	N
	NOH: PROP. ORD - OFF STREET PARKING	pziemer					05/21/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			34.54			
425BB603-0113							
88118	COLUMN SOFTWARE	05/07/2025	05/21/2025	86.42	86.42	Open	N
	NOH: VARIANCE MN TEEN CHALLENGE	pziemer					05/21/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			86.42			
425BB603-0114							
88119	COLUMN SOFTWARE	05/10/2025	05/21/2025	128.47	128.47	Open	N
	NOH: REPLAT ST. FRANCIS CONSOLIDATED	pziemer					05/21/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			128.47			
425BB603-0110							
88147	COLUMN SOFTWARE	05/06/2025	05/21/2025	319.60	319.60	Open	N
	ORD 1581 DATA CENTERS 5-10-25	pziemer					05/21/2025
101-9200-43350	LEGAL PUBLICATIONS			319.60			
425BB603-0111							
88148	COLUMN SOFTWARE	05/07/2025	05/21/2025	41.69	41.69	Open	N
	NOH: PROP ORD AUTO DEALERS/STORAGE	pziemer					05/21/2025
101-9200-43350	LEGAL PUBLICATIONS			41.69			
	Total for vendor 4269 - COLUMN SOFTWARE:			610.72	610.72		

Vendor 0122 - COMMUNITY ACTION:

MAY 2025							
88093	COMMUNITY ACTION	05/12/2025	05/21/2025	8,698.73	8,698.73	Open	N
	MAY 25 LEVY PAYMENT	pziemer					05/21/2025
101-9200-43460	REMIT COMMUNITY ACTION LEVY			8,698.73			
	Total for vendor 0122 - COMMUNITY ACTION:			8,698.73	8,698.73		

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
Vendor 3717 - CROW WING COUNTY ABSTRACT :							
IN29907							
88078	CROW WING COUNTY ABSTRACT	04/28/2025	05/21/2025	10.00	10.00	Open	N
	LEGAL DESCRIPTION SEARCH - LIBRARY	Gfpziemer					05/21/2025
211-5500-43430	MISCELLANEOUS			10.00			
	Total for vendor 3717 - CROW WING COUNTY ABSTRACT :			10.00	10.00		

Vendor 0125 - CTC - 446126:

21581344							
88104	CTC - 446126	05/12/2025	05/21/2025	154.12	154.12	Open	N
	CAMPGROUND 4/24/25-6/11/25 (INCLUDES	pziemer					05/21/2025
230-5280-43321	TELEPHONE			154.12			
21588225/AIR							
88105	CTC - 446126	05/12/2025	05/21/2025	141.63	141.63	Open	N
	5/12/25-6/11/25 AIRPORT SPECIAL CIRC	pziemer					05/21/2025
260-9020-43321	TELEPHONE			141.63			
21588225/IT							
88106	CTC - 446126	05/12/2025	05/21/2025	664.75	664.75	Open	N
	5/12/25-6/11/25 IT PHONE/INTERNET	pziemer					05/21/2025
101-1800-43321	TELEPHONE			664.75			
21588225/PKS							
88107	CTC - 446126	05/12/2025	05/21/2025	333.31	333.31	Open	N
	5/12/25-6/11/25 PARKS INTERNETS	pziemer					05/21/2025
230-5200-43321	TELEPHONE			333.31			
21588225/CH							
88108	CTC - 446126	05/12/2025	05/21/2025	54.54	54.54	Open	N
	5/12/25-6/11/25 CTY HALL PHONES	pziemer					05/21/2025
101-1940-43321	TELEPHONE			54.54			
21588225/FD							
88109	CTC - 446126	05/12/2025	05/21/2025	100.00	100.00	Open	N
	5/12/25-6/11/25 FIRE DEPT PHONE/INTE	pziemer					05/21/2025
225-2220-43321	TELEPHONE			100.00			
21588225/PD							
88110	CTC - 446126	05/12/2025	05/21/2025	145.43	145.43	Open	N
	5/12/25-6/11/25 POLICE DEPT PHONES/IN	pziemer					05/21/2025
225-2120-43321	TELEPHONE			95.43			
225-2120-43309	COMPUTER TECHNICAL SUPPORT			50.00			
21588225/STRTS							
88111	CTC - 446126	05/12/2025	05/21/2025	95.81	95.81	Open	N
	5/12/25-6/11/25 STREET DEPT INTERNET	pziemer					05/21/2025
235-3100-43321	TELEPHONE			95.81			
	Total for vendor 0125 - CTC - 446126:			1,689.59	1,689.59		

Vendor 0900 - CUB FOODS - BRAINERD:

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	GL Distribution GRANT						
TRX 178158							
88039	CUB FOODS - BRAINERD	05/06/2025	05/21/2025	9.98	9.98	Open	N
	WATER FOR GROUND SEARCH	pziemer					05/21/2025
225-2120-42209	SAFETY EQUIPMENT SUPPLIES			9.98			
	Total for vendor 0900 - CUB FOODS - BRAINERD:			9.98	9.98		
Vendor 0133 - CWC RECORDER:							
25-4240							
88144	CWC RECORDER	05/09/2025	05/21/2025	46.00	46.00	Open	N
	DECLARATION - LIB CAPITAL IMP GRANTS	pziemer					05/21/2025
211-5500-43430	MISCELLANEOUS			46.00			
25-3968-CI							
88159	CWC RECORDER	05/01/2025	05/21/2025	46.00	46.00	Open	N
	IUP - 714 S 7TH - MIGHTY HOMES	pziemer					05/21/2025
101-2400-43350	PRINTING/LEGAL PUBLICATION			46.00			
	Total for vendor 0133 - CWC RECORDER:			92.00	92.00		
Vendor 1156 - CWC SHERIFF:							
8219							
88091	CWC SHERIFF	05/07/2025	05/21/2025	53,800.00	53,800.00	Open	N
	ANNUAL RMS SERVICES	pziemer					05/21/2025
225-2120-43309	COMPUTER TECHNICAL SUPPORT			53,800.00			
	Total for vendor 1156 - CWC SHERIFF:			53,800.00	53,800.00		
Vendor 3438 - DAHLHEIMER BEVERAGE:							
2463599							
88055	DAHLHEIMER BEVERAGE	05/07/2025	05/21/2025	153.90	153.90	Open	N
	JANITORIAL SUPPLIES - LIB	pziemer					05/21/2025
211-5500-42220	REPAIR & MAINT			153.90			
	Total for vendor 3438 - DAHLHEIMER BEVERAGE:			153.90	153.90		
Vendor 2898 - DIGITAL HORIZONS:							
3782							
88151	DIGITAL HORIZONS	05/14/2025	05/21/2025	7,482.77	7,482.77	Open	N
	NETWORK WIRING - CITY HALL	pziemer					05/21/2025
400-1800-45500-00001	IT/GIS CAPITAL OUTLAY			7,482.77			
	Total for vendor 2898 - DIGITAL HORIZONS:			7,482.77	7,482.77		
Vendor 4375 - DSC COMMUNICATIONS:							
2504484							
88066	DSC COMMUNICATIONS	04/23/2025	05/21/2025	93.00	93.00	Open	N
	QTY 2 ANTENNAS FOR RADIOS	pziemer					05/21/2025
404-9055-45580	CAPITAL - RADIOS & PAGERS			93.00			

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Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
Total for vendor 4375 - DSC COMMUNICATIONS:				93.00	93.00		
Vendor 1286 - EAST SIDE OIL COMPANY:							
R117300							
88024	EAST SIDE OIL COMPANY	04/30/2025	05/21/2025	50.00	50.00	Open	N
	FILTERS	pziemer					05/21/2025
227-3230-43428	USED OIL RECYCLING EXPENSE			50.00			
Total for vendor 1286 - EAST SIDE OIL COMPANY:				50.00	50.00		
Vendor 1859 - ENTERPRISE FM TRUST:							
FBN5320353/CDD							
88067	ENTERPRISE FM TRUST	05/03/2025	05/21/2025	890.66	890.66	Open	N
	MAY 25 COM DEV VEHICLE LEASES	pziemer					05/21/2025
101-2400-43331	LEASE EXPENSE			890.66			
FBN5320353/ENG							
88068	ENTERPRISE FM TRUST	05/03/2025	05/21/2025	6,062.01	6,062.01	Open	N
	MAY 25 ENG DEPT VEHICLE LEASES	pziemer					05/21/2025
101-1700-43331	LEASE PAYMENTS			5,206.72			
238-3160-43331	LEASE PAYMENTS			427.65			
238-0000-13200	DUE FROM OTHER GOVTS			427.64			
FBN5320353/FD							
88069	ENTERPRISE FM TRUST	05/03/2025	05/21/2025	1,833.36	1,833.36	Open	N
	MAY 25 FIRE DEPT VEHICLE LEASES	pziemer					05/21/2025
225-2220-43331	LEASED PAYMENTS			1,833.36			
FBN5320353/PD							
88070	ENTERPRISE FM TRUST	05/03/2025	05/21/2025	12,625.55	12,625.55	Open	N
	MAY 25 POLICE DEPT VEHICLE LEASES	pziemer					05/21/2025
225-2120-43331	LEASED PAYMENTS			12,625.55			
FBN5320353/PARKS							
88071	ENTERPRISE FM TRUST	05/03/2025	05/21/2025	6,219.56	6,219.56	Open	N
	MAY 25 PARKS DEPT VEHICLE LEASES	pziemer					05/21/2025
230-5200-43331	LEASE PAYMENTS			6,219.56			
FBN5320353/STRTS							
88072	ENTERPRISE FM TRUST	05/03/2025	05/21/2025	11,270.96	11,270.96	Open	N
	MAY 25 STREET DEPT VEHICLE LEASES	pziemer					05/21/2025
235-3100-43331	LEASE PAYMENTS			9,391.80			
237-3190-43331	LEASE PAYMENTS			1,879.16			
Total for vendor 1859 - ENTERPRISE FM TRUST:				38,902.10	38,902.10		
Vendor 3480 - FALLS FLAG SOURCE:							
27206							
88040	FALLS FLAG SOURCE	04/01/2025	05/21/2025	75.00	75.00	Open	N
	OUTDOOR FLAG	pziemer					05/21/2025
225-2120-42210	OPERATING SUPPLIES			75.00			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
27316							
88065	FALLS FLAG SOURCE	05/01/2025	05/21/2025	80.00	80.00	Open	N
	RETAINER RING	pziemer					05/21/2025
225-2220-42220	REPAIR & MAINT			80.00			
Total for vendor 3480 - FALLS FLAG SOURCE:				155.00	155.00		

Vendor 4415 - FAYE ABRAHAMSON:

21-15 BUFFALO HILLS							
88152	FAYE ABRAHAMSON	05/15/2025	05/21/2025	16,000.00	16,000.00	Open	N
	TREE REIMBURSEMENT	pziemer					05/21/2025
401-9030-43430-21:15	MISCELLANEOUS			16,000.00			
Total for vendor 4415 - FAYE ABRAHAMSON:				16,000.00	16,000.00		

Vendor 3067 - FINANCE AND COMMERCE:

745783366							
88160	FINANCE AND COMMERCE	05/13/2025	05/21/2025	228.80	228.80	Open	N
	RFB: 21-13 BEECH/OAKRIDGE RECONST 5-l	pziemer					05/21/2025
401-9030-43350-21:13	LEGAL PUBLICATIONS			228.80			
Total for vendor 3067 - FINANCE AND COMMERCE:				228.80	228.80		

Vendor 4416 - FIRST CHOICE FOOD & BEVERAGE:

2109-015173							
88155	FIRST CHOICE FOOD & BEVERAGE	05/06/2025	05/21/2025	67.56	67.56	Open	N
	CONCESSIONS MMP BEVERAGES	pziemer					05/21/2025
230-5204-42210	OPERATING SUPPLIES			67.56			
2109-015162							
88156	FIRST CHOICE FOOD & BEVERAGE	05/05/2025	05/21/2025	834.68	834.68	Open	N
	CONCESSIONS - MMP BEVERAGES, CHIPS	pziemer					05/21/2025
230-5204-42210	OPERATING SUPPLIES			834.68			
Total for vendor 4416 - FIRST CHOICE FOOD & BEVERAGE:				902.24	902.24		

Vendor 0177 - FIRST IMPRESSION PRINTING:

94003							
88120	FIRST IMPRESSION PRINTING	05/08/2025	05/21/2025	518.50	518.50	Open	N
	SEWER DOOR HANGAR NOTICES	pziemer					05/21/2025
237-3190-43350	PRINTING/LEGAL PUBLICATIONS			518.50			
Total for vendor 0177 - FIRST IMPRESSION PRINTING:				518.50	518.50		

Vendor 3402 - FLEETPRIDE:

125636892							
88100	FLEETPRIDE	05/09/2025	05/21/2025	814.99	814.99	Open	N
	TRUCK 108 LEAF SPRINGS	pziemer					05/21/2025
235-3100-42220	REPAIR & MAINT			814.99			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
125580838							
88101	FLEETPRIDE	05/08/2025	05/21/2025	161.98	161.98	Open	N
	TRUCK 109 SHOCKS	pziemer					05/21/2025
	235-3100-42220			161.98			
	REPAIR & MAINT						
125688178							
88146	FLEETPRIDE	05/13/2025	05/21/2025	26.76	26.76	Open	N
	TRUCK 106 VENT PLUGS	pziemer					05/21/2025
	235-3100-42220			26.76			
	REPAIR & MAINT						
	Total for vendor 3402 - FLEETPRIDE:			1,003.73	1,003.73		

Vendor 0193 - GOODIN COMPANY:

6681528-00							
88114	GOODIN COMPANY	05/07/2025	05/21/2025	91.54	91.54	Open	N
	PVC AIR DUCT CAPS - CONST. MISC	pziemer					05/21/2025
	401-9030-42210			91.54			
	OPERATING SUPPLIES						
	Total for vendor 0193 - GOODIN COMPANY:			91.54	91.54		

Vendor 0200 - HEARTLAND ANIMAL RESCUE:

APRIL 2025							
88019	HEARTLAND ANIMAL RESCUE	04/30/2025	05/21/2025	2,512.33	2,512.33	Open	N
	APR 25 ADMIN/BOARDING	pziemer					05/21/2025
	225-2700-43430			593.00			
	225-2700-43300			1,919.33			
	MISCELLANEOUS						
	PROFESSIONAL SERVICES						
	Total for vendor 0200 - HEARTLAND ANIMAL RESCUE:			2,512.33	2,512.33		

Vendor 0209 - HEARTLAND TIRE INC.:

3057196							
88041	HEARTLAND TIRE INC.	05/01/2025	05/21/2025	339.99	339.99	Open	N
	SQD 414 - ONE TIRE	pziemer					05/21/2025
	225-2120-42221			339.99			
	SQUAD CAR REPAIR SUPPLIES						
	Total for vendor 0209 - HEARTLAND TIRE INC.:			339.99	339.99		

Vendor 0203 - HOLDEN ELECTRIC:

79990							
88023	HOLDEN ELECTRIC	05/02/2025	05/21/2025	1,832.38	1,832.38	Open	N
	REPLACE FLASHER HOLE	pziemer					05/21/2025
	235-3100-42220			1,832.38			
	REPAIR & MAINT						
	Total for vendor 0203 - HOLDEN ELECTRIC:			1,832.38	1,832.38		

Vendor 3964 - HOULE, BRADY:

05/13/25							
88127	HOULE, BRADY	05/13/2025	05/21/2025	136.58	136.58	Open	N
	REIMB MEAL EXP - MIDWEST COUNTER DRUG	pziemer					05/21/2025

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
225-2120-43330	PROFESSIONAL DEVELOPMENT			136.58			
	Total for vendor 3964 - HOULE, BRADY:			136.58	136.58		
Vendor 3220 - IMPERIAL DADE:							
4377988/CH							
88136	IMPERIAL DADE	05/13/2025	05/21/2025	235.11	235.11	Open	N
	JANITORIAL SUPPLIES - CITY HALL	pziemer					05/21/2025
101-1940-43300	PROFESSIONAL SERVICES			235.11			
4377988/FD							
88137	IMPERIAL DADE	05/13/2025	05/21/2025	83.60	83.60	Open	N
	JANITORIAL SUPPLIES - FIRE DEPT	pziemer					05/21/2025
225-2220-42220	REPAIR & MAINT			83.60			
4377988/PD							
88138	IMPERIAL DADE	05/13/2025	05/21/2025	238.61	238.61	Open	N
	JANITORIAL SUPPLIES - PD	pziemer					05/21/2025
225-2120-43300	PROFESSIONAL SERVICES			238.61			
4377988/PW							
88139	IMPERIAL DADE	05/13/2025	05/21/2025	83.40	83.40	Open	N
	JANITORIAL SUPPLIES PW GARAGE	pziemer					05/21/2025
235-3100-42220	REPAIR & MAINT			41.70			
230-5200-42220	REPAIR & MAINT			41.70			
	Total for vendor 3220 - IMPERIAL DADE:			640.72	640.72		
Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:							
IN4832628							
88059	INNOVATIVE OFFICE SOLUTIONS LLC	05/07/2025	05/21/2025	203.28	203.28	Open	N
	SQD PAPER, TONER	pziemer					05/21/2025
225-2120-42200	OFFICE SUPPLIES			203.28			
IN4839301							
88154	INNOVATIVE OFFICE SOLUTIONS LLC	05/15/2025	05/21/2025	76.10	76.10	Open	N
	LT OFFICE TONER	pziemer					05/21/2025
225-2120-42200	OFFICE SUPPLIES			76.10			
	Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:			279.38	279.38		
Vendor MISC - JOHN HALEY ONE ROOFER LLC:							
00049015							
88164	JOHN HALEY ONE ROOFER LLC	05/15/2025	05/21/2025	100.00	100.00	Open	N
	BD PAYMENT REFUND - 210 RIDGE DRIVE	pziemer					05/21/2025
101-2400-32210	Residential Re-Roof Only			99.00			
101-0000-21800	Residential State Surcharge - Flat			0.96			
101-0000-36300	Residential State Surcharge - Flat			0.04			
	Total for vendor MISC - JOHN HALEY ONE ROOFER LLC:			100.00	100.00		

Vendor 4379 - JP CONTRACTING LLC:

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
1059 - FINAL							
88140	JP CONTRACTING LLC	05/14/2025	05/21/2025	13,450.00	13,450.00	Open	N
	1601 PINE ST SCDP SE BRD 24 - FINAL pziemer						05/21/2025
202-6323-45510	SE BRD - CAPITAL - RESIDENTIAL			13,450.00			
	Total for vendor 4379 - JP CONTRACTING LLC:			13,450.00	13,450.00		

Vendor 0368 - L.E.A. DATA TECHNOLOGIES:

13-2989-09							
88129	L.E.A. DATA TECHNOLOGIES	05/12/2025	05/21/2025	105.00	105.00	Open	N
	TRAINING DATABASE pziemer						05/21/2025
225-2120-43330	PROFESSIONAL DEVELOPMENT			105.00			
	Total for vendor 0368 - L.E.A. DATA TECHNOLOGIES:			105.00	105.00		

Vendor 0313 - LAKES AREA SENIOR CENTER:

MAY 2025							
88094	LAKES AREA SENIOR CENTER	05/12/2025	05/21/2025	8,698.73	8,698.73	Open	N
	MAY 25 LEVY PAYMENT pziemer						05/21/2025
101-9200-43461	REMIT SENIOR CITIZEN LEVY			8,698.73			
	Total for vendor 0313 - LAKES AREA SENIOR CENTER:			8,698.73	8,698.73		

Vendor 3469 - LAMS INC:

39230							
88034	LAMS INC	05/06/2025	05/21/2025	48.64	48.64	Open	N
	CITY HALL FLOOR MATS pziemer						05/21/2025
101-1940-43410	RENTAL EXPENSE			48.64			
39334							
88035	LAMS INC	05/06/2025	05/21/2025	58.88	58.88	Open	N
	POLICE DEPT FLOOR MATS pziemer						05/21/2025
225-2120-43300	PROFESSIONAL SERVICES			58.88			
	Total for vendor 3469 - LAMS INC:			107.52	107.52		

Vendor 0237 - LOCATORS - SUPPLIES INC:

0320046-IN							
88027	LOCATORS - SUPPLIES INC	04/17/2025	05/21/2025	431.09	431.09	Open	N
	HI-VIS SHIRTS pziemer						05/21/2025
235-3170-42210	OPERATING SUPPLIES			431.09			
0320291-IN							
88028	LOCATORS - SUPPLIES INC	04/29/2025	05/21/2025	401.25	401.25	Open	N
	HI-VIS VESTS pziemer						05/21/2025
235-3170-42210	OPERATING SUPPLIES			401.25			
0320571-IN							
88097	LOCATORS - SUPPLIES INC	04/14/2025	05/21/2025	254.40	254.40	Open	N
	HARD HATS pziemer						05/21/2025

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution	GRANT						
235-3100-43430	MISCELLANEOUS			254.40			
0320639-IN							
88150	LOCATORS - SUPPLIES INC	05/09/2025	05/21/2025	257.24	257.24	Open	N
	HI VIS SHIRTS	pziemer					05/21/2025
235-3170-42210	OPERATING SUPPLIES			257.24			
	Total for vendor 0237 - LOCATORS - SUPPLIES INC:			1,343.98	1,343.98		
Vendor 0239 - MACQUEEN EQUIPMENT INC:							
P48291							
88031	MACQUEEN EQUIPMENT INC	05/05/2025	05/21/2025	2,615.00	2,615.00	Open	N
	QTY 31 SCBA/FLOW TESTS	pziemer					05/21/2025
225-2220-43300	PROFESSIONAL SERVICES			2,615.00			
P64870							
88102	MACQUEEN EQUIPMENT INC	05/12/2025	05/21/2025	118.14	118.14	Open	N
	VAC TRUCK HOSE REEL SHOE	pziemer					05/21/2025
237-3190-42220	REPAIR & MAINT			118.14			
	Total for vendor 0239 - MACQUEEN EQUIPMENT INC:			2,733.14	2,733.14		
Vendor 1753 - MARCO - NW 7128:							
INV13765485							
88077	MARCO - NW 7128	04/17/2025	05/21/2025	6,624.00	6,624.00	Open	N
	CISCO DUO 9/25/25-9/26/25	pziemer					05/21/2025
	Total for vendor 1753 - MARCO - NW 7128:			6,624.00	6,624.00		
Vendor 0243 - MARCO FINANCING:							
555278860							
88115	MARCO FINANCING	05/08/2025	05/21/2025	1,110.58	1,110.58	Open	N
	COPIER CITY HALL 2ND FLOOR 6/1/25-9/1	pziemer					05/21/2025
101-1800-43331	LEASE PAYMENTS			1,110.58			
	Total for vendor 0243 - MARCO FINANCING:			1,110.58	1,110.58		
Vendor 4413 - MASTER TRADE SERVICES INC:							
1603 PINE - FINAL							
88058	MASTER TRADE SERVICES INC	05/08/2025	05/21/2025	19,465.00	19,465.00	Open	N
	SCDP FINAL PYMNT 1603 PINE ST - LAYE	pziemer					05/21/2025
202-6323-45510	SE BRD - CAPITAL - RESIDENTIAL			19,465.00			
1503 PINE - FINAL							
88081	MASTER TRADE SERVICES INC	05/09/2025	05/21/2025	30,867.00	30,867.00	Open	N
	SCDP - ASH PROP. FINAL PAYMENT	pziemer					05/21/2025
202-6323-45510	SE BRD - CAPITAL - RESIDENTIAL			30,867.00			
	Total for vendor 4413 - MASTER TRADE SERVICES INC:			50,332.00	50,332.00		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
Vendor 0889 - MENARDS - BAXTER :							
44233							
88089	MENARDS - BAXTER	05/06/2025	05/21/2025	78.51	78.51	Open	N
	MMP REPAIRS - VOLTAGE TESTER, BUSHIN	pziemer					05/21/2025
230-5200-42220	REPAIR & MAINT			78.51			
Total for vendor 0889 - MENARDS - BAXTER :				78.51	78.51		
Vendor 3947 - MIDWEST OVERHEAD CRANE:							
177166							
88029	MIDWEST OVERHEAD CRANE	05/05/2025	05/21/2025	779.70	779.70	Open	N
	PW ANNUAL CRANE INSPECTION	pziemer					05/21/2025
235-3100-42220	REPAIR & MAINT			389.85			
230-5200-42220	REPAIR & MAINT			389.85			
Total for vendor 3947 - MIDWEST OVERHEAD CRANE:				779.70	779.70		
Vendor 3355 - MILLER TESTING & CONSULTING LLC:							
202524							
88141	MILLER TESTING & CONSULTING LLC	05/14/2025	05/21/2025	400.00	400.00	Open	N
	1603 PINE ST LEAD CLEARANCE SCDP 24	pziemer					05/21/2025
202-6323-45520	SE BRD - CAPITAL - SINGLE FAM RENTAL			400.00			
Total for vendor 3355 - MILLER TESTING & CONSULTING LLC:				400.00	400.00		
Vendor 0147 - MINNESOTA SOFTBALL:							
8335							
88085	MINNESOTA SOFTBALL	05/09/2025	05/21/2025	75.00	75.00	Open	N
	ADULT EMPIRE REGISTRATION	pziemer					05/21/2025
230-5215-42210	OPERATING SUPPLIES			75.00			
Total for vendor 0147 - MINNESOTA SOFTBALL:				75.00	75.00		
Vendor 1877 - MINNESOTA/WISCONSIN PLAYGROUND:							
2025106							
88158	MINNESOTA/WISCONSIN PLAYGROUND	05/01/2025	05/21/2025	1,237.67	1,237.67	Open	N
	MEMORIAL BENCH - MEMORY OF TUIL	pziemer					05/21/2025
230-5225-42220	REPAIR & MAINT			1,237.67			
Total for vendor 1877 - MINNESOTA/WISCONSIN PLAYGROUND:				1,237.67	1,237.67		
Vendor 3168 - MOTORS-N-MORE:							
31112							
88116	MOTORS-N-MORE	05/08/2025	05/21/2025	197.00	197.00	Open	N
	SQD 444 OIL CHANGE AND AIR COND. SER	pziemer					05/21/2025
225-2120-42221	SQUAD CAR REPAIR SUPPLIES			197.00			
Total for vendor 3168 - MOTORS-N-MORE:				197.00	197.00		

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BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
Vendor 0273 - NAPA AUTO PARTS:							
796184							
88030	NAPA AUTO PARTS	04/11/2025	05/21/2025	999.99	999.99	Open	N
	DIRECTIONAL LIGHT BAR	pziemer					05/21/2025
235-3170-42210	OPERATING SUPPLIES			999.99			
804260							
88099	NAPA AUTO PARTS	05/09/2025	05/21/2025	209.99	209.99	Open	N
	LIGHT BAR - ENG JEEP BUILDOUT 28QMDT	pziemer					05/21/2025
400-1700-45500	ENGINEERING CAPITAL OUTLAY			209.99			
Total for vendor 0273 - NAPA AUTO PARTS:				1,209.98	1,209.98		

Vendor 1965 - NORTH CENTRAL BUS SALES:

10082							
88044	NORTH CENTRAL BUS SALES	05/01/2025	05/21/2025	141,150.00	141,150.00	Open	N
	BUS 250 - 2024 FORD VIN6898	pziemer					05/21/2025
203-9000-45550	CAPITAL - VEHICLES			141,150.00			
Total for vendor 1965 - NORTH CENTRAL BUS SALES:				141,150.00	141,150.00		

Vendor 3018 - NORTH COUNTRY JANITORIAL & SUPPLY I:

APR 25/PD							
88073	NORTH COUNTRY JANITORIAL & SUPPLY I	05/01/2025	05/21/2025	1,093.00	1,093.00	Open	N
	APR 25 POLICE DEPT JANITORIAL	pziemer					05/21/2025
225-2120-43300	PROFESSIONAL SERVICES			1,093.00			
APR 25/CH							
88074	NORTH COUNTRY JANITORIAL & SUPPLY I	05/01/2025	05/21/2025	1,077.00	1,077.00	Open	N
	APR 25 CITY HALL JANITORIAL	pziemer					05/21/2025
101-1940-42220	REPAIR & MAINT			1,077.00			
APR 25/FD							
88075	NORTH COUNTRY JANITORIAL & SUPPLY I	05/01/2025	05/21/2025	383.00	383.00	Open	N
	APR 25 FIRE DEPT JANITORIAL	pziemer					05/21/2025
225-2220-43300	PROFESSIONAL SERVICES			383.00			
APR 25/PW							
88076	NORTH COUNTRY JANITORIAL & SUPPLY I	05/01/2025	05/21/2025	382.00	382.00	Open	N
	APR 25 PW GARAGE JANITORIAL	pziemer					05/21/2025
235-3100-43300	PROFESSIONAL SERVICES			191.00			
230-5200-43300	PROFESSIONAL SERVICES			191.00			
Total for vendor 3018 - NORTH COUNTRY JANITORIAL & SUPPLY I:				2,935.00	2,935.00		

Vendor 1153 - NORTHLAND ARBORETUM:

MAY 2025							
88095	NORTHLAND ARBORETUM	05/12/2025	05/21/2025	8,698.73	8,698.73	Open	N
	MAY 25 LEVY PAYMENT	pziemer					05/21/2025
101-9200-43462	REMIT ARBORETUM LEVY			8,698.73			
Total for vendor 1153 - NORTHLAND ARBORETUM:				8,698.73	8,698.73		

Inv Num Inv Ref# GL Distribution	Vendor Description GRANT	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0736 - NORTHLAND FIRE PROTECTION:							
63062 88082	NORTHLAND FIRE PROTECTION SERVICE/RECERT EXTINGUISHERS	05/08/2025 pziemer	05/21/2025	62.70	62.70	Open	N 05/21/2025
225-2120-43300	PROFESSIONAL SERVICES			62.70			
63064 88083	NORTHLAND FIRE PROTECTION # ABC INDUSTRIAL EXTINGUISHER	05/09/2025 pziemer	05/21/2025	144.00	144.00	Open	N 05/21/2025
225-2120-43300	PROFESSIONAL SERVICES			144.00			
Total for vendor 0736 - NORTHLAND FIRE PROTECTION:				206.70	206.70		
Vendor 4035 - NORTHPOINT EMERGENCY TRAINING:							
1271 88020	NORTHPOINT EMERGENCY TRAINING EMR TRAINING X4	04/30/2025 pziemer	05/21/2025	1,400.00	1,400.00	Open	N 05/21/2025
225-2220-43330	PROFESSIONAL DEVELOPMENT			1,400.00			
Total for vendor 4035 - NORTHPOINT EMERGENCY TRAINING:				1,400.00	1,400.00		
Vendor 0561 - PEOPLES SECURITY:							
266845 88084	PEOPLES SECURITY SECURITY MONITORING	04/30/2025 pziemer	05/21/2025	23.99	23.99	Open	N 05/21/2025
211-5500-42220	REPAIR & MAINT			23.99			
Total for vendor 0561 - PEOPLES SECURITY:				23.99	23.99		
Vendor 3027 - PRATT'S AFFORDABLE EXCAVATING INC.:							
5311 88087	PRATT'S AFFORDABLE EXCAVATING INC. BHP PARKING LOT - FINAL	05/07/2025 pziemer	05/21/2025	38,985.00	38,985.00	Open	N 05/21/2025
400-5200-45500	PARKS CAPITAL OUTLAY			38,985.00			
Total for vendor 3027 - PRATT'S AFFORDABLE EXCAVATING INC.:				38,985.00	38,985.00		
Vendor 1485 - QUICK CONSTRUCTION INC:							
1507 NORWOOD -DRAW 1 88057	QUICK CONSTRUCTION INC SCDP DRAW 1 - 1507 NORWOOD ST -LEWIS	05/08/2025 pziemer	05/21/2025	14,350.00	14,350.00	Open	N 05/21/2025
202-6323-45510	SE BRD - CAPITAL - RESIDENTIAL			14,350.00			
Total for vendor 1485 - QUICK CONSTRUCTION INC:				14,350.00	14,350.00		
Vendor 0317 - SHORT ELLIOTT HENDRICKSON:							

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
487165							
88132	SHORT ELLIOTT HENDRICKSON	05/13/2025	05/21/2025	2,034.55	2,034.55	Open	N
	21:15 BUFFALO HILLS GULLY	pziemer					05/21/2025
	401-9030-43300-21:15	PROFESSIONAL SERVICES		2,034.55			
	Total for vendor 0317 - SHORT ELLIOTT HENDRICKSON:			2,034.55	2,034.55		

Vendor 0497 - SIRCHIE FINGER PRINT LABORATORIES, :

0692677-IN							
88060	SIRCHIE FINGER PRINT LABORATORIES,	05/06/2025	05/21/2025	26.54	26.54	Open	N
	EVIDENCE SUPPLIES	pziemer					05/21/2025
	225-2120-42210	OPERATING SUPPLIES		26.54			
	Total for vendor 0497 - SIRCHIE FINGER PRINT LABORATORIES, :			26.54	26.54		

Vendor 4185 - SRF CONSULTING GROUP:

16811.00-21							
88088	SRF CONSULTING GROUP	04/30/2025	05/21/2025	14,111.11	14,111.11	Open	N
	TH 210 WATERMAIN SAN/SWR RELOCATION	pziemer					05/21/2025
	401-9030-43300-23:05	PROFESSIONAL SERVICES		14,111.11			
	Total for vendor 4185 - SRF CONSULTING GROUP:			14,111.11	14,111.11		

Vendor 0322 - STREICHERS PROF EQUIP:

I1759689							
88042	STREICHERS PROF EQUIP	04/30/2025	05/21/2025	105.97	105.97	Open	N
	727 UNIFORM SHIRTS	pziemer					05/21/2025
	225-2120-41113	UNIFORM ALLOWANCE		105.97			
I1760098							
88061	STREICHERS PROF EQUIP	05/02/2025	05/21/2025	129.98	129.98	Open	N
	724 UNIFORM SHIRTS	pziemer					05/21/2025
	225-2120-41113	UNIFORM ALLOWANCE		129.98			
I1760672							
88126	STREICHERS PROF EQUIP	05/06/2025	05/21/2025	94.99	94.99	Open	N
	724 UNIFORM PANTS	pziemer					05/21/2025
	225-2120-41113	UNIFORM ALLOWANCE		94.99			
	Total for vendor 0322 - STREICHERS PROF EQUIP:			330.94	330.94		

Vendor 4182 - TAPCO:

I800772							
88090	TAPCO	04/25/2025	05/21/2025	10,786.12	10,786.12	Open	N
	CROSSWALK FLASHER?	pziemer					05/21/2025
	235-3100-42220	REPAIR & MAINT		10,786.12			
	Total for vendor 4182 - TAPCO:			10,786.12	10,786.12		

Vendor MISC - THE PAINTED TURTLE:

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	GL Distribution GRANT						
4/25/25							
88096	THE PAINTED TURTLE	04/25/2025	05/21/2025	120.00	120.00	Open	N
	FACE PAINTING - EASTER EGG HUNT	pziemer					05/21/2025
	230-5211-42210			120.00			
	OPERATING SUPPLIES						
	Total for vendor MISC - THE PAINTED TURTLE:			120.00	120.00		
Vendor 3428 - TURFCARE, INC.:							
3966							
88162	TURFCARE, INC.	05/02/2025	05/21/2025	153.25	153.25	Open	N
	STATION 1 - LAWN CARE ROUND 1	pziemer					05/21/2025
	225-2220-43300			153.25			
	PROFESSIONAL SERVICES						
	Total for vendor 3428 - TURFCARE, INC.:			153.25	153.25		
Vendor 0039 - VESTIS:							
2530398999							
88018	VESTIS	05/01/2025	05/21/2025	65.85	65.85	Open	N
	RUGS AND OVERALLS	pziemer					05/21/2025
	235-3100-43430			65.85			
	MISCELLANEOUS						
2530401468							
88062	VESTIS	05/08/2025	05/21/2025	91.58	91.58	Open	N
	RUGS AND OVERALLS	pziemer					05/21/2025
	235-3100-43430			91.58			
	MISCELLANEOUS						
	Total for vendor 0039 - VESTIS:			157.43	157.43		
Vendor 0349 - W.W. THOMPSON CONCRETE:							
2505-765100							
88131	W.W. THOMPSON CONCRETE	05/12/2025	05/21/2025	183.84	183.84	Open	N
	QUICK DRY CONCRETE FOR SAN/SWR REPAIR	pziemer					05/21/2025
	237-3190-42220			183.84			
	REPAIR & MAINT						
	Total for vendor 0349 - W.W. THOMPSON CONCRETE:			183.84	183.84		
Vendor 0344 - WASTE PARTNERS INC:							
54X14703							
88011	WASTE PARTNERS INC	04/30/2025	05/21/2025	128.70	128.70	Open	N
	APR 25 PW GARAGE WASTE REMOVAL	pziemer					05/21/2025
	235-3100-43380			64.35			
	UTILITIES						
	230-5200-43380			64.35			
	UTILITIES						
54X14704							
88012	WASTE PARTNERS INC	04/30/2025	05/21/2025	128.70	128.70	Open	N
	APR 25 FIRE DEPT WASTE REMOVAL	pziemer					05/21/2025
	225-2220-43380			128.70			
	UTILITIES						

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EXP CHECK RUN DATES 05/19/2025 - 05/19/2025

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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						
54X14705							
88013	WASTE PARTNERS INC	04/30/2025	05/21/2025	163.05	163.05	Open	N
	APR 25 CITY HALL WASTE REMOVAL	pziemer					05/21/2025
101-1940-43380	UTILITIES			163.05			
54X14706							
88014	WASTE PARTNERS INC	04/30/2025	05/21/2025	243.95	243.95	Open	N
	APR 25 DOWNTOWN WASTE REMOVAL	pziemer					05/21/2025
401-1003-43300	PROFESSIONAL SERVICES			243.95			
54X14707							
88015	WASTE PARTNERS INC	04/30/2025	05/21/2025	157.70	157.70	Open	N
	APR 25 POLICE DEPT WASTE REMOVAL	pziemer					05/21/2025
225-2120-43380	UTILITIES			157.70			
54X14708							
88016	WASTE PARTNERS INC	04/30/2025	05/21/2025	76.05	76.05	Open	N
	APR 25 WASTE OIL LOCATION	pziemer					05/21/2025
227-3230-43428	USED OIL RECYCLING EXPENSE			76.05			
54X14709							
88017	WASTE PARTNERS INC	04/30/2025	05/21/2025	468.00	468.00	Open	N
	APR 25 PARKS DEPT WASTE REMOVAL	pziemer					05/21/2025
230-5200-43380	UTILITIES			468.00			
54X0094							
88032	WASTE PARTNERS INC	04/30/2025	05/21/2025	102.83	102.83	Open	N
	APR 25 LIBRARY WASTE REMOVAL	pziemer					05/21/2025
211-5500-43380	UTILITIES			102.83			
Total for vendor 0344 - WASTE PARTNERS INC:				1,468.98	1,468.98		

Vendor 3914 - WATSON COMPANY:

149174							
88079	WATSON COMPANY	04/29/2025	05/21/2025	876.55	876.55	Open	N
	MMP CONCESSIONS - CANDY, SNACKS, SUPPLIES	pziemer					05/21/2025
230-5204-42210	OPERATING SUPPLIES			876.55			
Total for vendor 3914 - WATSON COMPANY:				876.55	876.55		

Vendor 3199 - WEX BANK:

104463241/ADM							
88046	WEX BANK	04/30/2025	05/21/2025	(20.31)	(20.31)	Open	N
	APR 25 WEX EDGE REBATE	pziemer					05/21/2025
101-0000-36299	MISCELLANEOUS REVENUE (NONTAX)			(20.31)			
104463241/CDD							
88047	WEX BANK	04/30/2025	05/21/2025	80.69	80.69	Open	N
	APR 25 COM DEV FUEL/CAR WASH	pziemer					05/21/2025
101-2400-42212	MOTOR FUELS			68.81			
101-2400-42220	REPAIR & MAINT			11.88			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
104463241/ENG							
88048*	WEX BANK	04/30/2025	05/21/2025	246.78	246.78	Open	N
	APR 25 ENG DEPT FUEL	pziemer					05/21/2025
	401-9030-42212			112.36			
	238-3160-42212			67.61			
	238-0000-13200			67.60			
	401-9030-42212			(0.79)			
104463241/FD							
88049	WEX BANK	04/30/2025	05/21/2025	1,182.91	1,182.91	Open	N
	APR 25 FIRE DEPT FUEL	pziemer					05/21/2025
	225-2220-42212			1,182.91			
104463241/POLICE							
88050*	WEX BANK	04/30/2025	05/21/2025	5,158.00	5,158.00	Open	N
	APR 25 POLICE DEPT FUEL	pziemer					05/21/2025
	225-2120-42212			5,242.50			
	225-2120-42212			(84.50)			
104463241/PARKS							
88051*	WEX BANK	04/30/2025	05/21/2025	928.78	928.78	Open	N
	APR 25 PARKS DEPT FUEL	pziemer					05/21/2025
	230-5200-42212			928.93			
	230-5200-42212			(0.15)			
104463241/STRTS							
88052	WEX BANK	04/30/2025	05/21/2025	5,265.82	5,265.82	Open	N
	APR 25 STREET DEPT FUEL	pziemer					05/21/2025
	237-3190-42212			517.72			
	235-3100-42212			4,748.10			
104463241/TRANSIT							
88053*	WEX BANK	04/30/2025	05/21/2025	6,210.36	6,210.36	Open	N
	APR 25 TRANSIT DEPT FUEL	pziemer					05/21/2025
	203-9000-42212			6,264.47			
	203-9000-42212			(54.11)			
	Total for vendor 3199 - WEX BANK:			19,053.03	19,053.03		

Vendor 3899 - WEX HEALTH INC:

0002146968-IN

88056	WEX HEALTH INC	04/30/2025	05/21/2025	43.50	43.50	Open	N
	APRIL 2025 COBRA	pziemer					05/21/2025
	101-9200-43300			43.50			
	PROFESSIONAL SERVICES			43.50			
	Total for vendor 3899 - WEX HEALTH INC:			43.50	43.50		

Vendor 0354 - ZIEGLER, INC:

IN001912865

88103	ZIEGLER, INC	05/09/2025	05/21/2025	12.36	12.36	Open	N
	BACKHOE STROBE PLUG	pziemer					05/21/2025
	235-3100-42220			12.36			
	REPAIR & MAINT						

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BOTH OPEN AND PAID

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution GRANT						
IN001918943							
88157	ZIEGLER, INC	05/14/2025	05/21/2025	452.06	452.06	Open	N
	HARNESS REPAIR	pziemer					05/21/2025
230-5200-42220	REPAIR & MAINT			452.06			
	Total for vendor 0354 - ZIEGLER, INC:			464.42	464.42		

# of Invoices:	151	# Due:	151	Totals:	659,970.81	659,970.81
# of Credit Memos:	1	# Due:	1	Totals:	(20.31)	(20.31)
Net of Invoices and Credit Memos:					659,950.50	659,950.50

* 5 Net Invoices have Credits Totalling: (3,989.55)

--- TOTALS BY GL DISTRIBUTION ---

101-0000-20850	DUE TO COMPONENT UNIT	12,298.00
101-0000-21800	Residential State Surcharge - Flat	0.96
101-0000-36299	MISCELLANEOUS REVENUE (NONTAX)	(20.31)
101-0000-36300	Residential State Surcharge - Flat	0.04
101-1400-43330	PROFESSIONAL DEVELOPMENT	30.00
101-1700-43331	LEASE PAYMENTS	5,206.72
101-1800-42210	OPERATING SUPPLIES	356.28
101-1800-43321	TELEPHONE	1,013.54
101-1800-43331	LEASE PAYMENTS	1,110.58
101-1940-42220	REPAIR & MAINT	1,077.00
101-1940-43300	PROFESSIONAL SERVICES	235.11
101-1940-43321	TELEPHONE	54.54
101-1940-43380	UTILITIES	163.05
101-1940-43381	BPU UTILITIES	1,886.25
101-1940-43410	RENTAL EXPENSE	48.64
101-2400-32210	Residential Re-Roof Only	99.00
101-2400-42212	MOTOR FUELS	68.81
101-2400-42220	REPAIR & MAINT	11.88
101-2400-43330	PROFESSIONAL DEVELOPMENT	30.00
101-2400-43331	LEASE EXPENSE	890.66
101-2400-43350	PRINTING/LEGAL PUBLICATION	295.43
101-9200-43300	PROFESSIONAL SERVICES	43.50
101-9200-43350	LEGAL PUBLICATIONS	361.29
101-9200-43381	BPU UTILITIES	265.52
101-9200-43430	MISCELLANEOUS	89.00
101-9200-43460	REMIT COMMUNITY ACTION LEVY	8,698.73
101-9200-43461	REMIT SENIOR CITIZEN LEVY	8,698.73
101-9200-43462	REMIT ARBORETUM LEVY	8,698.73
202-6323-45510	CAPITAL - RESIDENTIAL	78,132.00
202-6323-45520	CAPITAL - SINGLE FAM RENTAL	400.00
203-9000-42212	MOTOR FUELS	6,210.36
203-9000-45550	CAPITAL - VEHICLES	141,150.00
211-5500-42220	REPAIR & MAINT	177.89
211-5500-43380	UTILITIES	102.83
211-5500-43381	BPU UTILITIES	1,559.22
211-5500-43430	MISCELLANEOUS	56.00
225-2120-41113	UNIFORM ALLOWANCE	330.94
225-2120-42200	OFFICE SUPPLIES	279.38
225-2120-42209	SAFETY EQUIPMENT SUPPLIES	63.92

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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						
	225-2120-42210	OPERATING SUPPLIES		3,233.43			
	225-2120-42212	MOTOR FUELS		5,158.00			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		536.99			
	225-2120-42240	SMALL TOOLS		11.69			
	225-2120-43300	PROFESSIONAL SERVICES		1,597.19			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		53,850.00			
	225-2120-43321	TELEPHONE		95.43			
	225-2120-43330	PROFESSIONAL DEVELOPMENT		241.58			
	225-2120-43331	LEASED PAYMENTS		12,625.55			
	225-2120-43380	UTILITIES		157.70			
	225-2120-43381	BPU UTILITIES		3,977.03			
	225-2220-42210	OPERATING SUPPLIES		59.87			
	225-2220-42212	MOTOR FUELS		1,182.91			
	225-2220-42220	REPAIR & MAINT		994.27			
	225-2220-43300	PROFESSIONAL SERVICES		3,151.25			
	225-2220-43321	TELEPHONE		100.00			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		1,400.00			
	225-2220-43331	LEASED PAYMENTS		1,833.36			
	225-2220-43380	UTILITIES		128.70			
	225-2220-43381	BPU UTILITIES		2,308.33			
	225-2225-41150	WORKERS COMP		(3,850.00)			
	225-2700-43300	PROFESSIONAL SERVICES		1,919.33			
	225-2700-43430	MISCELLANEOUS		593.00			
	227-3230-43428	USED OIL RECYCLING EXPENSE		126.05			
	230-5200-42212	MOTOR FUELS		928.78			
	230-5200-42220	REPAIR & MAINT		1,588.95			
	230-5200-43300	PROFESSIONAL SERVICES		191.00			
	230-5200-43321	TELEPHONE		333.31			
	230-5200-43331	LEASE PAYMENTS		6,219.56			
	230-5200-43380	UTILITIES		532.35			
	230-5200-43381	BPU UTILITIES		27,307.42			
	230-5204-42210	OPERATING SUPPLIES		1,778.79			
	230-5211-42210	OPERATING SUPPLIES		120.00			
	230-5215-42210	OPERATING SUPPLIES		75.00			
	230-5225-42220	REPAIR & MAINT		1,237.67			
	230-5280-43321	TELEPHONE		154.12			
	230-5280-43380	UTILITIES		197.75			
	235-3100-42212	MOTOR FUELS		4,748.10			
	235-3100-42220	REPAIR & MAINT		14,480.24			
	235-3100-43300	PROFESSIONAL SERVICES		191.00			
	235-3100-43321	TELEPHONE		95.81			
	235-3100-43331	LEASE PAYMENTS		9,391.80			
	235-3100-43380	UTILITIES		64.35			
	235-3100-43381	BPU UTILITIES		727.26			
	235-3100-43410	RENTAL EXPENSE		105.47			
	235-3100-43430	MISCELLANEOUS		411.83			
	235-3170-42210	OPERATING SUPPLIES		2,125.88			
	236-3180-43381	BPU UTILITIES		37.50			
	237-3190-42212	MOTOR FUELS		517.72			
	237-3190-42220	REPAIR & MAINT		328.97			
	237-3190-43331	LEASE PAYMENTS		1,879.16			
	237-3190-43350	PRINTING/LEGAL PUBLICATIONS		518.50			
	238-0000-13200	DUE FROM OTHER GOVTS		495.24			
	238-3160-42212	MOTOR FUELS		67.61			
	238-3160-43331	LEASE PAYMENTS		427.65			
	251-9360-43467	REMIT LOCAL SALES TAX COLLECT		115,252.37			
	260-9020-43321	TELEPHONE		141.63			

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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						
	280-0000-20800	DUE TO OTHER GOVT UNITS		4,087.00			
	400-1700-45500	ENGINEERING CAPITAL OUTLAY		209.99			
	400-1800-45500-00001	IT/GIS CAPITAL OUTLAY		7,482.77			
	400-5200-45500	PARKS CAPITAL OUTLAY		38,985.00			
	401-1003-43300	PROFESSIONAL SERVICES		243.95			
	401-1003-43380	UTILITIES		52.48			
	401-9030-42210	OPERATING SUPPLIES		135.61			
	401-9030-42212	MOTOR FUELS		111.57			
	401-9030-43300-21:15	PROFESSIONAL SERVICES		2,034.55			
	401-9030-43300-23:05	PROFESSIONAL SERVICES		14,111.11			
	401-9030-43300-23:16	PROFESSIONAL SERVICES		5,272.00			
	401-9030-43350-21:13	LEGAL PUBLICATIONS		228.80			
	401-9030-43430-21:15	MISCELLANEOUS		16,000.00			
	404-9055-45580	CAPITAL - RADIOS & PAGERS		93.00			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution GRANT							
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			51,711.68	51,711.68		
	202 - SCDP GRANTS			78,532.00	78,532.00		
	203 - TRANSIT FUND			147,360.36	147,360.36		
	211 - LIBRARY FUND			1,895.94	1,895.94		
	225 - PUBLIC SAFETY FUND			91,979.85	91,979.85		
	227 - RECYCLING FUND			126.05	126.05		
	230 - PARK & RECREATION FUND			40,664.70	40,664.70		
	235 - STREET & SEWER FUND			32,341.74	32,341.74		
	236 - PARKING LOT FUND			37.50	37.50		
	237 - SANITARY SEWER FUND			3,244.35	3,244.35		
	238 - STORM SEWER FUND			990.50	990.50		
	251 - LOCAL OPTION SALES TAX			115,252.37	115,252.37		
	260 - AIRPORT FUND			141.63	141.63		
	280 - PACKAGE INSURANCE FUND			4,087.00	4,087.00		
	400 - CAPITAL PROJECTS FUND			46,677.76	46,677.76		
	401 - CONSTRUCTION FUND			38,190.07	38,190.07		
	404 - FIRE DEPARTMENT CAPITAL			93.00	93.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			16,860.93	16,860.93		
	1003 - 10:03 DWNTWN MAIN CNTRACT			296.43	296.43		
	1400 - ADMINISTRATION			30.00	30.00		
	1700 - ENGINEERING			5,416.71	5,416.71		
	1800 - IT/GIS			9,963.17	9,963.17		
	1940 - CITY HALL			3,464.59	3,464.59		
	2120 - POLICE DEPARTMENT			82,158.83	82,158.83		
	2220 - FIRE DEPARTMENT			11,158.69	11,158.69		
	2225 - PAID ON-CALL FIRE DEPT			(3,850.00)	(3,850.00)		
	2400 - COMMUNITY DEVL/INSPECTION			1,395.78	1,395.78		
	2700 - ANIMAL CONTROL			2,512.33	2,512.33		
	3100 - S & S MAINTENANCE			30,215.86	30,215.86		
	3160 - STORM SEWER EXPENSE			495.26	495.26		
	3170 - TRAFFIC CONTROL			2,125.88	2,125.88		
	3180 - PARKING LOTS EXPENSE			37.50	37.50		
	3190 - SANITARY SEWER EXPENSE			3,244.35	3,244.35		
	3230 - RECYCLING EXPENSE			126.05	126.05		
	5200 - PARK MAIN/ADMINISTRATION			76,086.37	76,086.37		
	5204 - CONCESSIONS			1,778.79	1,778.79		
	5211 - SPECIAL EVENTS PROGRAM			120.00	120.00		
	5215 - ADULT SOFTBALL			75.00	75.00		
	5225 - MEMORIAL BENCHES & TREE PROGRAM			1,237.67	1,237.67		
	5280 - CAMPGROUND			351.87	351.87		

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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							
--- TOTALS BY DEPT/ACTIVITY ---							
	5500 - LIBRARY-BUDGETED			1,895.94	1,895.94		
	6323 - SE BRAINERD SCDP GRANT			78,532.00	78,532.00		
	9000 - TRANSIT FUND			147,360.36	147,360.36		
	9020 - AIRPORT M & O			141.63	141.63		
	9030 - CONSTRUCTION PROJ-MISC			37,893.64	37,893.64		
	9055 - FIRE DEPARTMENT CAPITAL			93.00	93.00		
	9200 - CITY-WIDE			26,855.50	26,855.50		
	9360 - LOCAL OPTION SALES TAX			115,252.37	115,252.37		

Pursuant to due call and notice thereof, the workshop of the Brainerd City Council was called to order at 6:30 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.

Discussion of Council Priorities

Member Yeager led the City Council through an exercise to determine the City Council's priorities for the future. The priorities were categorized into heavy (long term), medium, and light (immediate) lifts.

The Council then had discussion about some of the priorities.

The priorities were scored and put into a weighted list.

Administrator Broyles thanked the Council for their discussion and stated that staff will work to execute priorities.

The Chair adjourned the meeting at 7:23 p.m.

Nicholas W. Broyles
City Administrator

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: Czeczok, Johnson, Stunek, Yeager, Erickson, Bevans, and O'Day. Mayor Badeaux was also noted as present.

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

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO APPROVE THE AGENDA WITH THE ADDITION OF APPROVING PLACEMENT OF BOLLARDS AT THE S 6TH STREET HOLIDAY STATION TO SAFETY AND PUBLIC WORKS.

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

- 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**

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

Public Forum

The Chair opened the public forum at 7:32 p.m.

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:

John Ward, 1602 SE 13th St,
Dan Hegstad, 520 3rd Ave NE
Bill Wear, 5283 Laverne Cir, Baxter
Gail Mueller, 25108 Norway Ln, Nisswa
Pam Stock, 317 N 7th St
Wendy Biever, 320 Holly St
Anne Nelson-Fisher, 517 N 7th St
Jacalyn Nornes, 21613 Irene Ave, Ironton
Pam Beaulieu, 2540 130th St, Pillager
Val Bernard, 819 2nd Ave NE,
Chuck Benson, 324 N 7th St,
Richard Skogen, 20841 Donaldson Rd, Brainerd
Erika Nilsen, 13956 Grand Oaks Dr, Baxter,
Emily LeClaire, 1120 Norwood St,
Emma Needham, 1017 13th Ave NE,
Eric Holst, 21471 Paradise Dr, Nisswa
Scott Hoffman, 11405 East Steamroll Bay Rd, East Gull Lake

Danelle & Carly Eggert, 20859 Sorenson Lk Trl N, Merrifield

Justin Goble, 1140 122nd St, SW Brainerd, stated that all the stories are heartwarming, but he believes that those present are in the minority of people. He supports the Police Department and City Council.

The Chair closed the public forum at 8:19 p.m.

Council Committee Reports

Personnel and Finance Committee

Adopt Resolution - State of Minnesota Bonding Request Priorities

Committee Chair Johnson stated that the priorities staff recommends for state bonding are Water Treatment Plant Improvements, Pedestrian Bridge Crossing over Highway 210, and Cuyuna Lakes State Trail Extension - East Segment.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO 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.

RESOLUTION 37:25

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

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

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE 2025-2027 TENTATIVE AGREEMENT SUMMARY BETWEEN THE CITY AND THE USW, LOCAL 9230 UNIT 09, UNION REPRESENTING OUR HYDRO OPERATOR.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO ADOPT RESOLUTION SETTING THE USW, LOCAL 9230 UNIT 09, UNION WAGES FOR 2025-2027.

RESOLUTION 38:25

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

Committee Chair Johnson stated that IBEW employees are needed at the Hydro Dam as there is only one employee in the IUOE union at the Hydro Facility.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE 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.

Safety and Public Works Committee

Award Proposal - Improvement 25-02 - 2025 Large Patching Project

Committee Chair Erickson stated that large patch repairs are budgeted for \$50,000 each year.

Member Czczok clarified the motion that was discussed at committee.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AWARD OF THE PROPOSAL FROM ANDERSON BROTHERS IN THE AMOUNT OF \$49,940 FOR IMPROVEMENT 25-02 - 2025 LARGE PATCHING PROJECT; FURTHER, TO DIRECT STAFF IN THE FUTURE TO BRING THE STREETS FOR THE LARGE PATCH IN ADVANCE OF THE BIDDING PROCESS FOR COUNCIL TO REVIEW.

Award Contracts - Materials Testing for Construction Projects

Committee Chair Erickson stated that the projects included are Wright/10th, Beech/Oakridge, S Brainerd Resurfacing, and Hawkins/Ronald/Joseph.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO AWARD PROPOSALS FOR CONSTRUCTION MATERIALS TESTING FOR THE 2025 CONSTRUCTION PROJECTS TO BRAUN INTERTEC IN THE AMOUNT OF \$79,166 AND ITT \$14,720.

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

Committee Chair Erickson stated that the project is just west of M street, the outwash created damage to the adjacent property owner's fence.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO INCLUDE THE FENCE REPAIR IN THE M STREET OUTFALL REPAIR.

Approve Final Payment and Project Acceptance - Police Department HVAC Replacement

Committee Chair Erickson stated that the project cost is \$348,000, which was the original bid amount.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK, DULY CARRIED, TO APPROVE THE FINAL PAY ESTIMATE TO THELEN HEATING IN THE AMOUNT OF \$17,400.

Direction Requested on Annual MS4 Public Meeting

Committee Chair Erickson stated that the MS4 meeting is a state requirement. The joint public meeting can be held away from the City Council meeting in partnership with Baxter.

Member O'Day asked whether the meeting required a quorum of Council Members.

Public Works Director Habighorst stated that a quorum of Council Members is not necessary. The only reason a public hearing has been necessary in the past is because it has been held at the City Council meeting. The meeting is proposed to be held at a park or the Arboretum.

Member Czczok stated that he assumed it was going to be a requirement for the City Council to attend. He does not see the point in holding the meeting if potentially no one is in attendance.

Administrator Broyles asked City Attorney Langel if a public meeting could be held without Council Members present.

Attorney Langel stated that if staff wants to hold a public meeting to inform the public on a subject, they can.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO 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.

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

Direction on Active Code Enforcement

Attorney Langel made the Council aware that the City is in the process of serving this individual with a court order to cease using 311 Washington as a residence.

MOVED AND SECONDED BY COUNCIL MEMBERS ERICKSON AND CZECZOK TO OBTAIN AN ADMINISTRATIVE SEARCH WARRANT AND ABATE THE JUNK AND DEBRIS AT 907 FIR STREET; TO ISSUE \$100 PER WORKING DAY CITATION UNTIL THE BUILDING IS NO LONGER OCCUPIED AND ALL OUTDOOR STORAGE ISSUES RELATED TO THE RESIDENTIAL OCCUPANCY ARE RESOLVED BEGINNING AFTER A 10 DAY COMPLIANCE WINDOW AT 113 WASHINGTON STREET.

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

Approve Placing Bollards at the S 6th St Holiday Station (added item)

Public Works Director Habighorst stated that staff has discussed moving to the more permanent bollard instead of placing a planter on the sidewalk.

Member Johnson stated that he is disappointed that the bollard will not be dug into the sidewalk but will support the motion.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND ERICKSON, DULY CARRIED, TO PLACE BOLLARDS IN LIEU OF THE PLANTER AT 424 S 6TH STREET.

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**

Final Reading - Proposed Ordinance 1581 to Consider Data Center Ordinance

Community Development Director Kramvik gave an overview of the ordinance. Data Centers are not permitted to operate in the City of Brainerd unless explicitly approved by a Conditional Use Permit. 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.

Member Bevans asked the point of having a noise study done prior to operation.

Community Development Director Kramvik stated that the noise study prior to operation would establish a baseline, the sound engineer would then make assumptions of the facility based on designs, and then provide actual readings once operations begin.

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

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND JOHNSON TO ADOPT ORDINANCE 1581 REGARDING DATA CENTERS.

ORDINANCE 1581

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

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

Community Development Director Kramvik gave an overview of the ordinance. Due to the State of Minnesota making continual changes to the cannabis legislation, staff is recommending an alternative ordinance that would allow the City to register a business in the City of Brainerd prior to the full license for a retailer license issued by the Office of Cannabis Management.

Member Johnson asked about the date of licensing.

Community Development Director Kramvik stated that if everything was complete, retailers would be able to be registered as of May 4th.

Member Johnson stated that he is in favor of changing the language to reserve the permits on a pre-registration basis, if possible. There is a substantial investment in starting an operation. After pre-approval, they'll need to build or acquire a building and bring it up to standard and hope that they can get a license. It would be easier to work with the businesses when they have a pre-approval.

Member O'Day clarified that this ordinance may not come back in two weeks, rather it will wait until the State has sorted out the details.

Member Czeczok asked about ordinance process and delaying a second reading.

Attorney Langel stated that the City could choose just not to have a second reading for any reason. The timing should work out, as the session ends on the day of the Council's next meeting.

Member Yeager asked staff reach out to applicants/ those who have inquired about a registration to inform them of the status of the registration process.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO CONDUCT THE FIRST READING OF THE ALTERNATE VERSION OF ORDINANCE 1582 ALLOWING FOR CITY REGISTRATION FOR PREAPPROVED STATE APPLICANTS AND DISPENSE WITH THE ACTUAL READING.

New Business

Adopt Resolution - Award Bid - Improvement 17-12 - Wright/10th Reconstruction Project

Public Works Director Habighorst stated that this is the final time that the City Council will see the item prior to construction. The bid was below the engineer's estimate.

Member Johnson asked about the status of working with UPS on on-street trailer parking.

Public Works Director Habighorst stated that staff is engaged with UPS and working with them to resolve concerns by both the City and the business.

MOVED AND SECONDED BY COUNCIL MEMBERS BEVANS AND YEAGER TO ADOPT RESOLUTION WHICH ACCEPTS THE BIDS AND AWARDS THE CONTRACT TO LANDWEHR CONSTRUCTION, INC. IN THE TOTAL CONTRACT AMOUNT OF \$3,237,031 AND AUTHORIZE PROPER SIGNATIONS ON THE AGREEMENT DOCUMENTS.

RESOLUTION 39:25

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

First Reading of Proposed Ordinance 1583 Ending Future Rural Service District Properties

Community Development Director Kramvik stated that himself and the City Engineer reviewed the list of properties that are proposed to be removed from the Rural Service District. The properties that are proposed to be removed have access to either water or sewer.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE LIST OF PROPERTIES TO REMOVE FROM THE RURAL SERVICE DISTRICT.

Member Johnson thanked staff for their work done to end new properties being put into the rural service district.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO CONDUCT THE FIRST READING OF ORDINANCE 1583 ENDING FUTURE RURAL SERVICE DISTRICT PROPERTIES AND DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND BEVANS, DULY CARRIED, TO SET THE PUBLIC HEARING FOR ORDINANCE 1583 FOR JUNE 2ND 2025.

Staff Reports

Public Works Director Habighorst stated that the Transit consultant review is still ongoing.

Community Development Director stated that Country Manor has submitted all of their building permits and has undergone approval by the State. Construction is expected to begin early June.

HRA Director Charpentier stated that the HRA is hopeful to apply for a Greater Minnesota Housing Infrastructure to expand outlot f. Staff will provide more information at a later date.

Administrator Broyles thanked Council for the workshop, it was very helpful for staff. He attended the MCMA Conference, his colleagues around the State brought up infrastructure as a high priority time and time again. He believes that resources and funding for infrastructure improvements will be difficult for all governments in the future.

Mayor's Report

Mayor Badeaux stated that the Park Board will hold a workshop to align its priorities. They are very excited to hear that Council Priorities included parks maintenance. He will be attending the BLAEDC annual meeting as a speaker.

Council Member Reports

Member Bevans gave a shoutout to the American Legion for a great meal. He attended a tour at the hydro dam. He thanked Operations Manager Hawkinson for all the great information. He is very knowledgeable on the history and operations of the hydro dam.

Member Johnson thanked DeChantal for the great communication on the sewer repair in his neighborhood. Baseball season is in full swing. He tipped his cap to the Parks Maintenance workers for having our facilities open and useable.

Member Czczok stated the Public Utility meeting was recorded on video. He suggested that Council watch prior to the joint meeting Thursday. The Commission also approved increases for the electrical rates.

Member Yeager stated that the Airport Commission personnel committee will be holding a grant planning session in October to tie them into the CIP for 2026. There was discussion about the letter submitted by Staff, after much the Airport Commission gave the Council best regards in its efforts. Finally, the commission participated in a presentation for a consultant to make effective changes for the airport, including working to form an airport authority. He also stated that he has asked staff for information on the expense of the City for operations at the Airport.

Member Erickson stated that he will be attending the Planning Commission meeting. The buckthorn remediation continues in South Brainerd. He is excited for the work to continue.

Chair O'Day stated that road construction season is coming up, he reminded everyone how annoying it is, but we'll get through it. It will not be as bad this summer as the next two years.

Adjourn

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND BEVANS, DULY CARRIED, TO ADJOURN TO JOINT PUBLIC UTILITIES COMMISSION, EDA, AND CITY COUNCIL MEETING ON MAY 8TH AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

The Chair adjourned the meeting at 9:15 p.m

Nicholas W. Broyles
City Administrator

Pursuant to due call and notice thereof, the special meeting of the Brainerd City Council, Public Utilities Commission, and EDA was called to order at 5:30 P.M. by Council President O'Day.

Upon roll call, the following members were noted as present: Czeczok, Johnson, Stunek, Yeager, Bevans, Mike O'Day, Angland, Matten, Mark O'Day, Grecula, Kirsch (5:35), and Sandy.

Staff present were BPU Operations Manager Hawkinson, Finance Director Hillman, Community Development Director Kramvik, and BPU Finance Manager Loch.

Discuss BlockMetrix Purchased Power Agreement Extension

Community Development Director Kramvik stated that Blockmetrix has kept in contact with the Community Development Department throughout the design process. However, the roof over the air coolers is creating a challenge for the mechanical plans to ensure the coolers run according to specifications. Staff did not require a roof over the coolers, but did ask Blockmetrix to mitigate sound coming from the facility. Blockmetrix has potentially proposed removing the roof if they cannot make the mechanical plans work as presented. A change in scope would require EDA approval and a Conditional Use Permit after City Council approved Ordinance 1581, which regulates future Data Centers. As Blockmetrix has made significant progress on the design of the proposed data center, staff recommend continuing to work with Blockmetrix through a power agreement extension and revised purchase and development agreement with the EDA. However, staff recommend that provisions should be added to the power agreement. Potential provisions include executing the power agreement and development agreement by an agreed upon date, construction commencement deadline, primary building construction deadline, and potential non-refundable downpayment if the power agreement is not met.

Member Bevans asked about the current agreement for power. He also asked about the EDA contract having a commencement deadline. Finally, he asked what the Public Utilities Commission decision or request was at their meeting and what the loss is to the utility for not having a signed agreement.

BPU Finance Manager Loch stated that there is not a current power agreement with BlockMetrix. There was an agreement sent to them in October of 2024 that was never executed. Said agreement would have expired December 31st of 2024.

Community Development Director Kramvik stated that the commencement deadline for the EDA agreement was April 30th of 2025. The contract with the EDA has not been executed, as they need to acquire the land from VCV.

Commissioner Angland stated that there was not a decision made at the Public Utilities Commission meeting. The Commissioners took the opportunity to ask questions of the company at the Commission meeting. The opportunity cost to the utility is \$55,000 monthly. The Commission requested to hold a joint meeting to get all boards involved on the same page and provide a consistent message.

Member Johnson restated that the company does not have a current purchase power agreement and never signed the development agreement. He questioned what BlockMetrix is looking to extend, the offer or the City's patience.

Community Development Director Kramvik stated that the agreement from the EDA cannot be signed until BlockMetrix purchases the property from VCV. If the agreement is amended there will need to be an amended purchase and development agreement.

Member Johnson questioned why the City would continue to extend its patience without BlockMetrix taking the initiative to move forward.

Community Development Director Kramvik stated that he assumes that they are not wanting to purchase the property without approvals first.

Chair O'Day stated that that's a risk that comes with business. The City is just risking time that it could be selling power. He asked whether this process would be faster than selling the power to others.

Commissioner Mark O'Day stated that he has been contacted by Just for Krypto to see if there was any opportunity to get more power. He felt the questions they asked BlockMetrix were met with unsatisfying excuses. There is over \$275,000 for infrastructure that would be under contract when they make a power agreement. He would like to see this amount in a non-refundable surety bond.

Chair O'Day stated that the status of the property is becoming clearer. The excuses are not reading well considering the timeline. If there is an opportunity for someone to make this happen, the City should be able to look into it.

Member Czczok asked about logistics and each of the boards making decisions independently.

Community Development Director Kramvik stated that the building permits were submitted ahead of the ordinance. If those permits are substantially changed, they would be subject to a Conditional Use Permit.

Member Yeager stated that as a member of the EDA the expectation of agreements like this is that there is a return on investment of time and energy. When that isn't met, there are new challenges. The construction industry is fraught with peril of construction costs, when you're in the industry, part of the risk is escalated costs. This is not a viable excuse of why not to build. He asked Attorney Langel about contract hold compensation structure.

Attorney Langel stated that the City could put a hold compensation structure out there in an agreement for negotiation.

Commissioner Matten asked about throttling back the other crypto facility for energy capacity. She stated that bitcoin is up. When this all began, from a Commission standpoint she was surprised that VCV hadn't come to the City first. She does not understand why the power contract is not signed, and why they don't own the property yet. It comes back to what the desire of the company is to move forward.

Operations Manager Hawkinson stated that MISO has had to curtail other facilities at the same average pace.

Member Johnson stated that if the commission wants to move forward with working with these people, he'll support it. He will not stand here today and demand that we walk away, but there should be financial penalties. We don't have a contract in place to hold them accountable at this point.

Member Bevans stated that if there is going to be a contract signed, it will need to take place quickly. Anything after that, the opportunity cost needs to be covered and he expects a surety bond. As far as the EDA contract is concerned, people buy land all the time to have it sit empty. However, he does not support changing the roof structure.

Member Stunek stated that if BlockMetrix were aggressive enough, and wanted to do this, they'd be doing it.

Member Czczok stated that he agrees on an escrow payment. He asked about the permitting and ownership.

Community Development Director Kramvik stated that until the land is transferred, they cannot execute the EDA agreement. As far as permitting, it's probably something on their end that they want to make sure that they don't have issues with the City before they purchase the property.

Commissioner Mark O'Day asked how long until the EDA can sell the property.

Chair O'Day stated that the transfer could be done immediately, but the company is trying to get rid of all of their risk prior to purchasing the property. If BlockMetrix does not want to sign this contract, BPU should be open to hearing offers from other entities.

Member Johnson asked the benefit to the EDA to continue with the purchase and development agreement. Removing the PDA may make less of a barrier.

Community Development Director Kramvik stated that if the PDA was eliminated, BlockMetrix would be subject to the zoning code. There is significant investment in the property, and there would be no site control if the PDA was to be eliminated.

Operations Manager Hawkinson stated that there was no cost to BPU for the infrastructure. He also stated that if the project dies, the infrastructure could still be used for another feeder out of our system.

Commissioner Mark O'Day asked about drafting a new contract. He stated that this is the only site that has been prepared for a substantial amount of power. If the contract could be drafted with a \$275,000 in escrow to show that BlockMetrix is committed, and a \$30,000 per month penalty.

Finance Manager Loch stated that the attorney is ready to draft the agreement.

Chair O'Day stated that the contract should include hard stop dates. As far as the EDA, he stated that the EDA could open the site to fill the void. The land is sold, but is peanuts compared to the power contract.

Member Yeager questioned why the City should continue to work with the developer who has proven to be a nonperformer.

Commissioner Mark O'Day stated that someone else would have to buy the property and power.

Chair O'Day stated that by extending this agreement, it is starting over again, this is one last shot at getting this done as fast as possible.

Commissioner Matten stated that all parties have a lot invested. She stated that if there are no changes in the roof plan, the Boards can move forward with contracts with specific deadlines. She feels that the meeting was effective in determining how to move forward with the power agreement.

Member Czeczok stated that he would be supportive of denying changing the plans for the roof.

Member Johnson stated that the building plans that they proposed have been approved by the EDA that do not include a roof. There is a legal process in changing the plans, that could drag this out even longer.

Attorney Langel stated that under the law, you are entitled to a Conditional Use Permit if you meet the conditions. He would not advise stating anything at this meeting that would give rise to a claim of not following the process. The company can make the request.

Commissioner Angland stated that the Public Utilities Commission will move forward with putting together a contract to respond to BlockMetrix regardless of the roof as quickly as possible.

Adjourn

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

The Chair adjourned the meeting at 6:25 p.m.

Nicholas W. Broyles
City Administrator



BRAINERD POLICE DEPARTMENT MONTHLY REPORT



BOOYAH AWARD



Investigator John Palcher is this month's Booyah Winner! On 4/23/25, multiple complainants entered the Brainerd Police Department to report a series of events involving a co-worker from a local business. The reports were serious in nature involving threats, firearms, and workplace assaults. John quickly gathered critical information from many employees. Working with the CWC Sheriff's Office and CWC Attorney's Office, an investigative plan was put in place. John worked by coordinating with fellow law enforcement, drafting search warrants, and communicating with the prosecutor's office, all within several hours. John's quick work, resulted in multiple successful search warrants executions, seizure of multiple firearms, ammunition, and body armor. John was instrumental in the county's first Extreme Risk Protection Order application. Good work as always JP!

RECOGNITION

Officer Nate Peters and Officer Jordan Host were recognized by the Lake Area Drug Investigative Division (LADID) for assisting in an ongoing controlled substance investigation. Officer Peters and Officer Host's proactive efforts led to traffic stops that proved to be instrumental in this investigation. Through their proactive efforts and information obtained for LADID, officers linked individuals involved in the controlled substance activity to a broader narcotics investigation. The work done by these two officers further aided in securing a search warrant for a residence in the City of Brainerd that ultimately led to the seizure of 8 pounds of methamphetamine. The largest methamphetamine seizure, to date, in Crow Wing County.



STAFFING & ASSIGNMENTS



Jackson Flett started as a new Community Service Officer. Jackson is originally from Maple Grove. He is a first year Law Enforcement Student at Central Lakes College.

CONDUCT ON PREMISES ACTIVITY REPORT

ICR	Date Reported	Title	Address
25005085	04/11/25	Conduct on Premises	727 Walnut St Unit B

BODY WORN CAMERA DATA REPORT

Month	Number of Videos	Hours of Video	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
April	1,814	389	679	383	12.87 Minutes	60



TRAINING & STAFF DEVELOPMENT**Midwest Special Operations Training Association (MN SOTA) Conference**

Tactical Team Officers Jay Personius and Grant Larson attended the MN SOTA conference in St. Cloud, participating in sessions on hostage rescue and officer involved shootings. They also participated in a armored vehicle driver training.

Open Meeting Law & Data Practices

Chief Davis and Deputy Chief Runde attended the Open Meeting Law and Data Practices training. This is a specialized training course on both practical and legal considerations of open meeting law and data practices. Participants gained an understanding of these very complicated laws, learned how to access appropriate tools, and left with practical knowledge for working within the laws' parameters.

BCA TAC Workshop

Police Administrative Supervisor, Miranda Halverson attended the BCA TAC Workshop. This course is designed for new and existing Terminal Agency Coordinators (TAC) as a summary of the duties and responsibilities a TAC has with regard to BCA MNJIS and FBI NCIC access. By the conclusion of this class, students had the knowledge and skill set for performing TAC functions at their agency.

Safety & Loss Control Workshop

Sergeants Rosier, Reed and Officers Gleason and Judd attended this workshop focused on providing practical information for cities to help avoid losses and reduce the costs of losses that may occur. They completed the police officer track that is designed specifically for law enforcement. They had a full day of practical loss-control solutions for police and public safety personnel. They discussed what top performing agencies do to improve wellness and reduce incidents. They also explored earning buy-in, after-action reviews, near-miss initiatives, and the League's Training Safety Officer program.

Minnesota School Safety Conference

School Resource Officer Selvestra attended this conference that covered a wide range of topics, including emergency preparedness, crisis response, behavioral threat assessment, and recovery. Attendees engaged in interactive sessions led by renowned speakers who shared their expertise and best practices. Attendees were also able to connect with like-minded individuals, exchange ideas, and build a strong network of professionals dedicated to keeping our schools safe.

Response to the Non-Criminal Barricade

Sergeant Reed attended this course that taught law enforcement officers and supervisors the best way to respond to mentally ill persons who are armed, barricaded, and in crisis. Students left the course with an understanding of modern disengagement and re-engagement tactics, the specific ways to avoid liability, and a collection of the best non-criminal barricade policies from police agencies all around the country.

Financial Crimes Conference

Investigator Palcher attended this course that is designed to aid law enforcement officers investigating financial crimes. The emphasis of this course is to demonstrate the fundamentals of addressing contemporary financial crime scams. Attendees learned how to build a criminal case involving common financial crimes such as fraudulent checks, cloned credit cards, gas pump skimmers and a variety of on-line fraud.

Advanced Crisis Negotiations

Officer Rachel Reed attended this course for law enforcement personnel who have prior training and experience in crisis negotiations. This course included a review of critical basic concepts and builds upon them to provide officers with the best practices in the field of negotiations. The student learned negotiation strategies from actual incident debrief/case studies, class discussions, and practical exercises/scenarios.

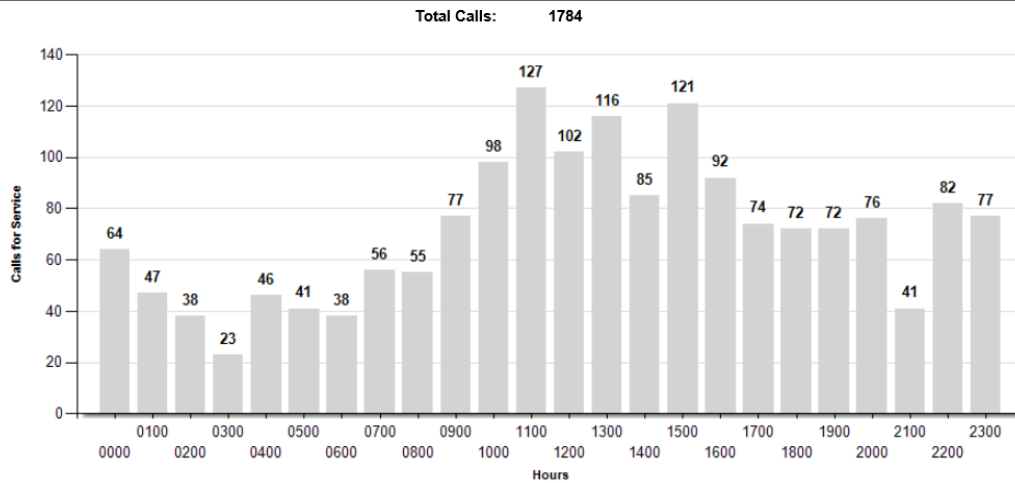
OVERALL CALLS FOR SERVICE

Month	2025	2024
Number of Calls for Service	1,720	1,622



Calls for Service Hourly

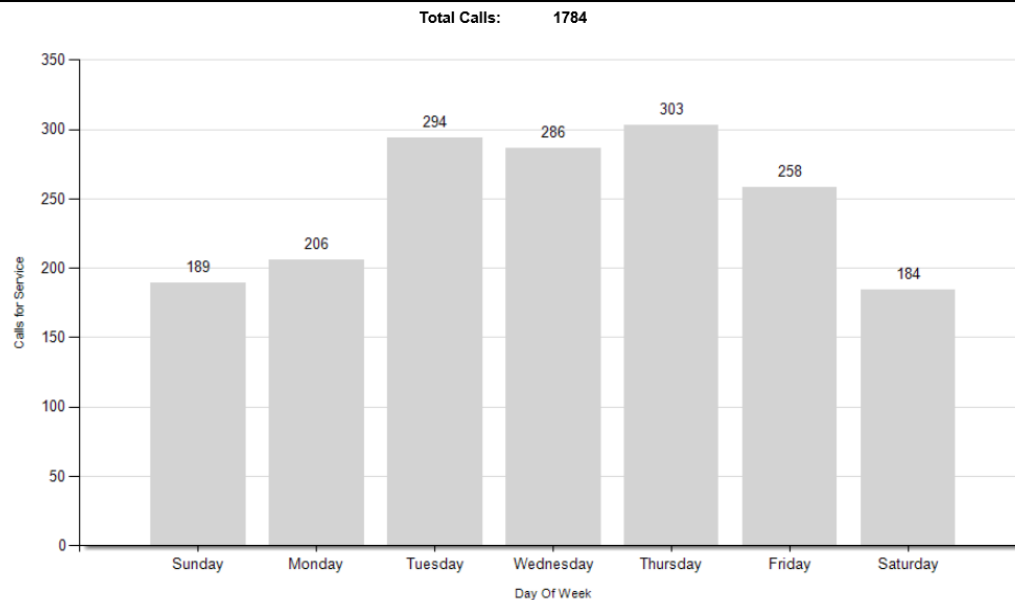
4/1/2025 to 4/30/2025



Calls for Service Day Of Week

Start Date: 4/1/2025

End Date: 4/30/2025



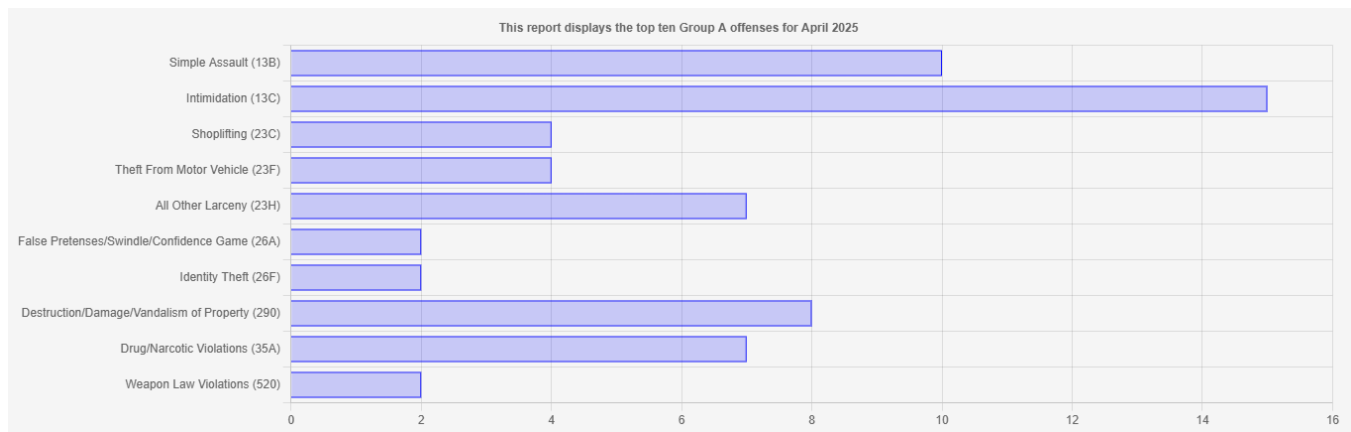
CRIME STATISTICS

Year to Date through Month	2025	2024
Group A Offenses Known or Reported to Police	266	298
Group A and B Arrests	265	252

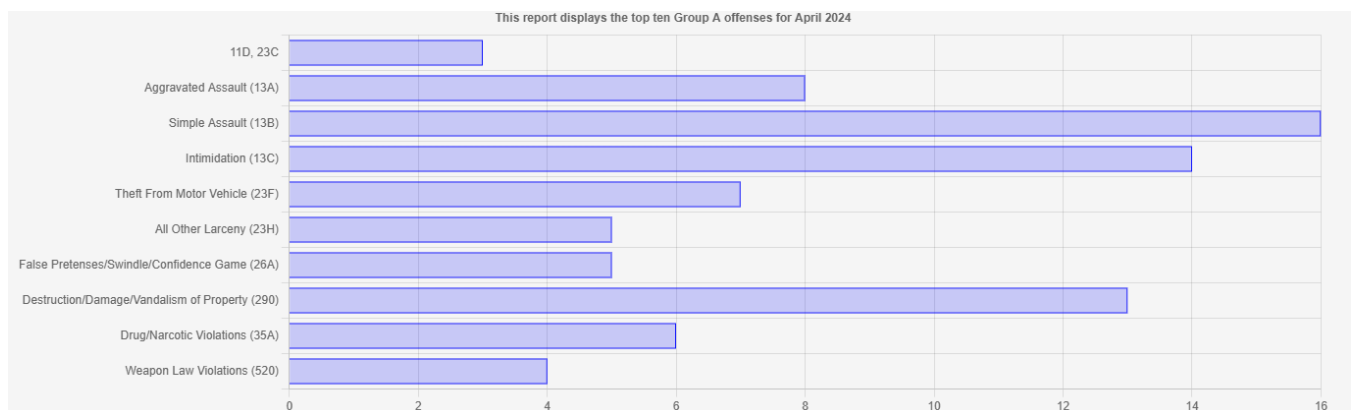
**** Note: 2025 totals do not include case files that have not yet been coded.**

TOP 10 GROUP A OFFENSES

April 2025

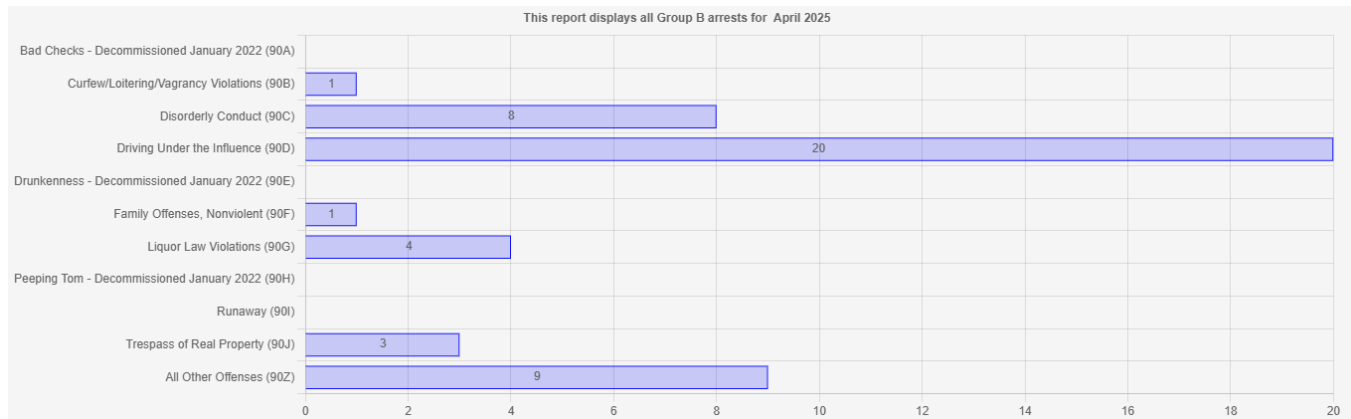


April 2024

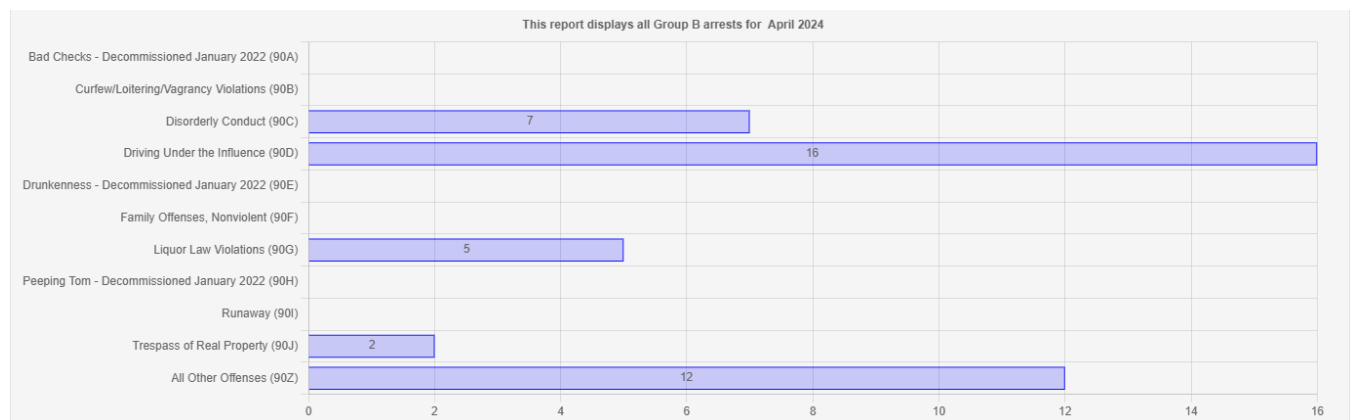


GROUP B ARREST DATA

April 2025



April 2024



CITATIONS, PARKING TICKETS, & WRITTEN WARNINGS

April	2025	2024
Citations (Inc. Parking Tickets & Written Warnings)	273	247

129 parking tickets were issued in the month of April, with the following dispositions.

7	Dismissed
67	Paid in Full
1	Partial Payments Received
54	No Payment Received

Revenue Recapture Receipts:

2024 Total:	\$8,295.10
2025 To Date:	\$4,289.63

COMMUNITY OUTREACH

School Tours

About 30 pre-school and kindergarten students from Discovery Woods had the opportunity to see what being a police officer is about. Officer Engst showed the kids the tools he wears on his belt and the functions of his squad car.

**Drug Take Back**

Brainerd Police Department participated with Brainerd Lakes Area Drug Education (BLADE) in Drug Take Back Day, where community members could drop off any unused, expired, or unwanted medications to be safely disposed of. This spring 153 pounds of expired or unwanted medications were collected, nearly tripled from last fall when 47 pounds were collected.

**Easter Egg Hunt**

Officers had a fun morning checking out the Easter Egg hunt at Gregory Park, engaging with the community and hanging out with the Easter Bunny.



COMMUNITY DEVELOPMENT DEPARTMENT REPORT

James Kramvik, CDD

April 2025



BUILDING PERMITS

The Community Development Department issued 114 building permits with a total project valuation of \$11,516,326 in the month of April. Within the Central Business District (prev. River to Rail), 14 permits were issued. These improvements resulted in \$6,355 being waived in permit fees.

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

Issued Permits for April 2025		
Type Of Permit	# Issued	Total Project Valuation
Commercial – Building – Demolition	1	\$500
Commercial – Building – New/Addition	1	\$120,000
Commercial – Building – Remodel	6	\$9,242,200
Commercial – Building – Roofing	2	\$108,100
Commercial – Building – Siding	2	\$2,600
Commercial – Building – Solar Panels	2	\$132,342
Commercial – Mechanical – Furnace/Boiler	1	N/A
Commercial – Mechanical – Remodel	2	\$539,168
Commercial – Plumbing – Remodel	5	\$687,090
Engineering – Excavation	9	N/A
Engineering – ROW Obstruction	4	N/A
Fence	8	N/A
Residential – Building – Deck	2	\$37,000
Residential – Building – New/Addition	2	\$600,000
Residential – Building – Remodel	5	\$45,177
Residential – Building – Roofing	10	N/A
Residential – Building – Roofing+Garage	3	N/A
Residential – Building – Siding	2	N/A

Residential – Building – Solar Panels	1	N/A
Residential – Building – Windows/Doors	14	N/A
Residential – Mechanical – Air Conditioner	2	N/A
Residential – Mechanical – Furnace/Boiler	7	N/A
Residential – Mechanical – Furnace+AC	1	N/A
Residential – Mechanical – New/Addition	3	N/A
Residential – Mechanical – Remodel	2	N/A
Residential – Plumbing – New/Addition	1	N/A
Residential – Plumbing – Remodel	1	N/A
Residential – Plumbing – Water Heater	14	N/A
Sign	1	\$2,150

There were two (2) single-family home building permits issued in the month of April.

BUILDING INSPECTIONS

The Community Development Department conducted 125 building inspections and re-inspections in April.

CODE ENFORCEMENT

The Community Development Department conducted 121 code enforcement inspections and re-inspections in April resulting in violations across the following categories:

CODE ENFORCEMENT INSPECTIONS	
Junk and Debris	17
Outdoor Storage	1
Zoning Code Violation	2
Unlicensed/Inoperable Vehicle	7
Accessory Structure Material	1
Tree Diseased or Hazardous	2
Unsafe Structure	1
Garbage	1
Building Code Violations	4
Damaged Roof	1
Exterior Structure	3
Total = 41	

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

Direction on Active Code Enforcement Cases

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

- 1) **823 Willow St** – Unlicensed Rental - Issuing \$300 citation monthly for non-licensed rental. Legal action from the City Attorney is taking place. City Council motion 2/3/2025 to \$100 per day citation.

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

VACANT BUILDING REGISTRY

Properties assessed in 2024

408 2nd Ave NE – Vacant Building – No Response

224 5th St N – Fire Damage

Properties that have registered/ applied for permits

1521 Norwood St – Fire Damage – Recently Purchased

1216 6th St S – Owner Repaired Roof

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

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

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

Vacant Building Registry Letters Sent after 9/1/2024

715 7th Ave NE – Grass and Structural Issues

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

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

1022 13th Ave NE – Siding Uncompleted 3+ years

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

1119 13th St SE – Roof Damage

1889 Graydon Ave – Open Excavation – No Progress

319 9th St N – Fire Damage

1626 Norwood Street – Non-sided Structure

RENTAL LICENSES & INSPECTIONS

The Community Development Department issued 199 new rental licenses in the month of April.

The annual Rental Housing renewal period is June 1st – May 31st.

The Housing Inspector completed 47 rental property inspections and re-inspections in April.

CONTRACTOR REGISTRATION

The Community Development Department issued 14 contractor registrations in April.

STAFF TRAININGS AND CERTIFICATIONS

Stephanie Bestul (Zoning Specialist/ Permit Tech)

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

PLANNING AND ZONING

May 21st Planning Commission Agenda:

- 1) Consider Variance for 2517 Greenwood St
- 2) Consider amendment to the Preliminary Plat, Final Plat, Rezoning, and CUP for St. Francis Church 411 -10th St N.
- 3) Consider Proposed Ordinance to amend Sections 513-3-6, 515-3-29, 515-6-2.B.1 regarding Outdoor Sales
- 4) Consider Proposed Ordinance to amend Section 515-4-12 Off-Street Parking
- 5) Review Amended Allowed Use Table
- 6) Amend Planning Commission Bylaws to Align with City Council



Ordinance Itinerary Planning Commission:

- 1) **Crypto Mining/ Data Centers/ AI Centers** - Standards and conditions to further protect neighboring properties from new facilities or expansion. (Approved May 5th – 100% Complete)
- 2) **Industrial Off-Street Parking Requirements** - Review options for off-street parking areas in Industrial Zoned properties, specifically for additions, service drives/ turnarounds, and areas in the rear yard (In Progress – Draft Ordinance – 50% Complete)
- 3) **Outdoor Sales Screening Requirements** - Regulate outdoor sales areas and provide screening for abutting residential uses and residential zoning districts. (In Progress – Draft Ordinance – 50% Complete)
- 4) **Allowed Use Table** – Conduct a thorough review of the Allowed-Use-Table to ease the burden on new development and businesses. (In Progress – Preliminary Draft – 25% Complete)
- 5) **Section 530 – Shoreland Management Regulations** - The City of Brainerd’s existing Shoreland Management Ordinance was last approved by the DNR on 7/25/2003. Current zoning districts do not match / align with the zoning districts identified in the City’s Shoreland Management Ordinance. (In Progress – 10% Complete)
- 6) **Sign Standards** - Signs should serve to communicate for businesses but should be held to a design standard as they also play an important role in attracting visitors and new businesses to an area. (In Progress – 10% Complete)
- 7) **Design Standards - MS, TC, CC, GC District** - Consider enhancing design standards along its major corridors and the downtown area.

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

City Council Ordinances

- 1) **Rural Service District** - Ordinance to ensure all future properties annexing into the corporate boundaries of the City of Brainerd are taxed at the general City tax rate. (In Progress – 1st Reading – 75% Complete)
- 2) **Code Enforcement Ordinance** - The City currently administers code enforcement on a complaint-driven basis. This proposed ordinance allows for active code enforcement along major thoroughfares and near city parks as significant numbers of visitors and residents frequent these areas. (In Progress – Draft Review – 25% Complete)



ECONOMIC DEVELOPMENT

Property Development Letters

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

Staff have met with two individuals that are interested in expanding dwelling units on their rental property after receiving letters.

Listing of Vacant Property

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

EDA Workshop Update

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

- 1) Washington Street Reconstruction
 - a. BLAEDC and City Staff presented a draft proposal outlining objectives for the Washington Street Mitigation Plan for businesses during the reconstruction project.
 - b. *The EDA Board was interested in potentially providing some funding, and will be discussing the plan and funding at the June 5th meeting.*
- 2) Improved signage in Downtown and along Washington Street
 - a. The EDA recommended that the City should consider adding design standards to signage. The current ordinance regulates size and location but does not regulate material. Banner signs made of canvas or vinyl have increased in Brainerd and the aesthetics have become an issue. Signs should serve to communicate for the business but should be held to a standard as they also play an important role in attracting visitors and new businesses to an area.
 - b. The EDA is interested in potentially providing a matching grant for updated signage but would like a Sign Ordinance amendment prior to offering a grant. The grant may align with the Washington Street Reconstruction Project.
 - c. *Staff have begun drafting an ordinance that will be reviewed at the June 18th Planning Commission meeting.*
- 3) Commercial Childcare Centers
 - a. City staff and two EDA board members toured Brainerd childcare centers in the first quarter of 2025 to hear what is going well and what issues childcare providers are currently facing, specifically issues with expansion.
 - b. The EDA is interested in a potential policy that could reduce building and land use permit fees.
 - c. *Staff will present a preliminary policy at the June 5th EDA meeting.*

PLANNING AND ZONING PROCESSES – CURRENT PROGRESS UPDATE

Address: 1101 Pine St

COMPLETED

PZE Process: Variance

Date Issued: 5/6/2024

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

Project Progress: Project completed.

Address: 1111 Oak St

COMPLETED

PZE Process: Conditional Use Permit and Variance

Date Issued: 5/6/2024

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

Project Progress: The remodel permit has been issued and the property owner has completed the project.

Address: 1918 Thiesse Dr

DENIED

PZE Process: Interim Use Permit for Outdoor Storage

Date Issued: Denied

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

Project Progress: None

Address: 1123 15th Ave NE

COMPLETED

PZE Process: Interim Use Permit

Date Issued: 8/5/2024

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

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

Address: 418 8th Ave NE

COMPLETED

PZE Process: Conditional Use Permit Amendment

Date Issued: 8/5/2024

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

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

Address: 703 Oak St

COMPLETED

PZE Process: Conditional Use Permit Amendment

Date Issued: 9/3/2024

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

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

Address: 1306 Chicago Ave

IN PROGRES

PZE Process: Variance

Date Issued: 10/8/2024

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

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

Address: 2602 S 11th St

IN PROGRESS

PZE Process: Conditional Use Permit

Date Issued: 10/21/2024

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

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

Address: 502 Juniper St

COMPLETED

PZE Process: Interim Use Permit Renewal

Date Issued: 12/2/2024

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

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

Address: 524 N 8th St **COMPLETED**
PZE Process: Interim Use Permit Renewal **Date Issued:** 12/2/2024
Project Description: The utilization of the property as a short-term rental.
Project Progress: The applicant has obtained a rental license; a local agent has been assigned and the necessary inspections have been completed. This is a renewal.

Address: 203 Hawkins Dr **COMPLETED**
PZE Process: Interim Use Permit Renewal **Date Issued:** 12/2/2024
Project Description: The utilization of the property as a short-term rental.
Project Progress: The applicant has obtained a rental license; a local agent has been assigned and the necessary inspections have been completed. This is a renewal.

Address: 214 S 8th St **COMPLETED**
PZE Process: Conditional Use Permit **Date Issued:** 12/2/2024
Project Description: To operate a brew pub at the Last Turn Saloon.
Project Progress: In progress

Address: 722 Laurel St **IN PROGRESS**
PZE Process: Conditional Use Permit **Date Issued:** 12/2/2024
Project Description: To convert the existing main floor commercial space into two (2) commercial units and the second floor into seven (7) residential apartment units
Project Progress: Property owner will submit the necessary applications.

Address: 722 Laurel St
PZE Process: Variance **IN PROGRESS** **Date Issued:** 12/2/2024
Project Description: From the parking requirements for the seven (7) units of additional housing and one (1) additional commercial space.
Project Progress: In progress with the CUP in the remodel process.

Address: 303 J St NE **COMPLETED**
PZE Process: Variance **Date Issued:** 01/06/2025
Project Description: Variance to exceed the fence height on the side yard (corner) setback requirement for 6' high fences.
Project Progress: Approved and completed.

Address: 9040 Country Manor Way **IN PROGRESS**
PZE Process: PUD Amendment **Date Issued:** 02/03/2025
Project Description: Amending the original planned unit development plans
Project Progress: In progress – building permits ready to be issued.

Address: 324 5th St S **IN PROGRESS**
PZE Process: Conditional Use Permit & Variance **Date Issued:** 03/03/2025
Project Description: Adding two (2) residential apartment units on the second floor and variance from the landscaping requirements.

Project Progress: In progress with the CUP in the remodel process. No permits have been applied for yet.

Address: 15770 Dellwood Dr

IN PROGRESS

PZE Process: Plat for Common Interest Community (CIC)

Date Issued: 03/03/2025

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

Project Progress: In progress with CIC plat recording process.

Address: 310 W Laurel St

DENIED

PZE Process: Rezoning and Zoning Text Amendment

Date Issued:

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

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

Address: 411 N 10th St

PZE Process: Preliminary Plat

Date Issued: 03/03/2025

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

Project Progress: Project is in the land use permit phase and the applicant must apply for a Final Plat, Rezoning, and CUP.

Address: 1926 S 7th St

COMPLETED

PZE Process: Interim Use Permit

Date Issued: 04/07/2025

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

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

Address: NW 3rd Street PID 41040800

DENIED

PZE Process: Conditional Use Permit

Date Issued:

Project Description: Constructing a Boarding House with Attached Apartment

Project Progress: Project was denied due to lack of density.

Address: 1811 Mill Ave

COMPLETED

PZE Process: Conditional Use Permit

Date Issued: 04/07/2025

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

Project Progress: Approved and completed.

Address: 1511 Northern Pacific Rd

IN PROGRESS

PZE Process: Conditional Use Permit

Date Issued: 04/21/2025

Project Description: For the Construction of a Church to Hold Services at the 1481 location

Project Progress: Approved – in the design and permitting process

Address: 1919 S 6th St

IN PROGRESS

PZE Process: Conditional Use Permit

Date Issued: 04/21/2025

Project Description: For the Expansion of Adult Day Care Services

Project Progress: Approved – building permit issued for the remodel.

Address: 714 7th St S

COMPLETED

PZE Process: Interim Use Permit Renewal

Date Issued: 04/21/2025

Project Description: To continue Operating a Short-Term Rental

Project Progress: Approved and completed.



City of Brainerd

Technology Department Monthly Report

April 2025

Projects

- Google search for 'City of Brainerd' issues appear to be resolved
- Hiring – numerous interviews for 3 open Technology positions, offers made and accepted
- Remodeling Technology office space to accommodate additional staff
- City Hall fiber connections cut, moved, reestablished in new location 4/24
- City Hall first floor rewire – entire floor rewired to new location
- City Hall first floor network infrastructure – moved to new location
- Technology integration – underway: planning, needs assessment, purchasing, research

Hardware/Software

- Replaced Police Department iPhones – migrated off Meraki MDM to Microsoft Intune
- Intune – testing rollout, configuration, security, patch management on computers (from WSUS).
- Transit - software replacement meetings
- Parks - various league scheduling and concessions discussions

Other

- Meet with CLC regarding re-establishing PEG channel operations with new CLC staff in May
- Technical support for numerous meetings – City Council, Park Board, Planning Comm, EDA, etc
- Staff additions: Community Service Officer
- Staff departures: Police Officer

Statistics

Telephone: total calls 9036↑ (8534)

City Hall 3312, Police 3089, Transit 2328, Fire 264, Public Works 43

Website: total views 15996↑ (12509) users 6592↑ (5325)

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

Email: sent 9865↑ (8847), received 41916↑ (37947)

YouTube: City channel views 1714↑ (1229), hours watched 391↑ (302), subscribers +15

Facebook (city): followers 3654 (+10), reach 11600↑ (6700), interactions 210↓ (215)

Cisco Secure Endpoint: files scanned 13.1M↑ (11M) IPs scanned 1.06M↑ (985k)

R E S O L U T I O N

xx:25

**RESOLUTION APPROVING MINNESOTA LAWFUL
GAMBLING PREMISE PERMIT**

WHEREAS, Pohl Children's Scholarship Foundation has applied for State of Minnesota Gambling Control Board Premises Permit Application for lawful gambling to be conducted at Yesterday's Gone 219 S 9th St, Brainerd.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brainerd that the premise permit as requested by the Pohl Children's Scholarship Foundation is hereby approved.

Adopted this 19th day of May 2025

MIKE O'DAY
President of the Council

Approved this 20th day of May 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator



SPECIAL EVENT APPLICATION

Date of Application: 5/15/25

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

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

Name of event: Concerts in the Park

Organizer Information

Organizer's Name: Brainerd Community Action
Organizer's Address: 321 S. 7th St Suite 105
Event Contact Person: Bill Satre
Event Contact Daytime Phone: 218-820-4558
Event Contact E-mail Address: info@BrainerdCommunityAction.org
Contact Name/Number Day of Event: _____
For Profit/Nonprofit Status (type): Nonprofit

Applicant information (if different from the event organizer):

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

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
6/5/25	5:00	9:00	Lyman P. White Park
7/10/25	5:00	9:00	Lyman P. White Park
8/28/25	5:00	9:00	Lyman P. White Park

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

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

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

Description of Activities

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

Concert Series at Amphitheater Presented by Hubbard Radio and Jack Pine Brewery

Site Information

Electrical usage

☒

Yes

☐

No

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

Sound Equipment using Amphitheater power supply

Amplified Sound

☒

Yes

☐

No

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

Standard sound system from 5:00-9:00

Restrooms provided

☐

Yes

☒

No

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

Company contracted for restrooms: _____

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

Signs, banners, and/or posters/flyers

☒

Yes

☐

No

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

Flyers will be posted at local businesses

Trash Receptacle Disposal

☒

Yes

☐

No

Company contracted for trash receptacle disposal: Waste Partners if needed

Additional Event Information

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

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

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

Street Closure Request Information

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

Date and time for beginning of street closures: _____

Date and time for reopening of streets: _____

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

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

Bill Satre

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	x			May be required before issuing a permit.
Sign/banner Permits	X			Contact the Planning Department for information/procedure.
Parade Permit				Issued by the Police Department after complete submission of application.
Alcohol Use Permit	X			Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

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

For Official Use Only

Department Sign-offs Required

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

Event Application Approval

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

City Administrator

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 19, 2025

TITLE OF ITEM: Approve RFP for Custodial Services

AGENDA: P&F Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

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

ESTIMATED TIME (MIN): 2 min

SUMMARY OF ISSUE:

The current custodial contract expires on June 30th 2025. Staff are seeking direction from the City Council to send out an RFP for custodial services for a two-year contract that would begin July 1st. A slight adjustment was made to the Police Department's scope of work.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Staff included a notice to proposers that would be published in the Dispatch.

RECOMMENDED ACTION/MOTION:

Direct staff to begin the RFP process for custodial services.

FINANCIAL IMPACT: N/A



CITY OF BRAINERD

CITY JANITORIAL SERVICES

GENERAL SPECIFICATIONS

1. Description of the Work. The work contemplated by these specifications consists of furnishing labor, materials, and skills required to perform janitorial services and associated items in City of Brainerd facilities located throughout Brainerd.
2. Location of Facilities. The name and location of the facilities as part of this
3. Request for Proposals can be seen below:

Brainerd City Hall – 501 Laurel Street, Brainerd, MN 56401

Brainerd Fire Department – 23 Laurel Street, Brainerd, MN 56401

Brainerd Police Department – 225 East River Road, Brainerd, MN 56401

Brainerd Public Works Maintenance Facility

– 724 Thiesse Drive, Brainerd, MN 56401

4. Form of Proposal. Interested vendors shall submit their proposal to perform the services as described on Exhibit A on their own stationary in an envelope clearly marked “City of Brainerd Janitorial Services Proposal.” The proposal shall clearly state (narrative) that the proposed service conforms to the specifications and shall detail the specific janitorial services proposed. The proposal shall also include a monthly fee for performance of services for *each location* which conforms with the requirements of paragraph 5, Method of Measurement. It is the responsibility of the Proposer to familiarize themselves with the scope of work including floor space of the facility and floor coverings, and layout of each building, furniture, public and non-public spaces, etc. to be cleaned prior to making the proposal.

Proposals must be submitted no later than 12:00 PM on Friday, June 6, 2025. Late proposals will not be accepted.

Proposal prices are to be firm for ninety (90) days.

5. Proposal Content

- a. Proposal Narrative – Detail proposed service conforms to the specifications and specific janitorial services performed.
- b. Proposal form and signature page – The proposal form and signature page must be completed and signed by an individual authorized to bind the vendor. All proposals submitted without such proposal form and signature page may be deemed non-responsive.
- c. References – Proposals shall include a list of three (3) references including the name, address, phone number, and contact person. It is preferred references are those of Minnesota contacts. The City reserves the right to contact references other than, and/or in addition to, those furnished by a vendor.

6. Proposal Award. It is the intent of the City to accept the lowest responsible proposal, provided that it is submitted in accordance with the proposal documents. If a proposal is selected it will be most advantageous regarding price, quality of service, the Vendors qualifications and capabilities to provide the specified service, and other factors with the City of Brainerd may consider. The City reserves the right to accept or reject any or all proposals and to waive irregularities therein.

7. Form of Agreement. The successful Proposer shall be required to enter into an Agreement with the City of Brainerd for the performance of said services. Said Agreement can be terminated by either Party for any reason upon 30 days written notice.

8. Term of Agreement. The term of service to be provided under the above referenced Agreement shall commence on or about July 1, 2025 and shall continue thereafter until June 30, 2027.

9. Method of Measurement. Services rendered shall be measured and are paid on a per month basis. Payment shall be considered as compensation in full for all labor and materials required to perform the service. Proposers shall specify their required monthly fee within their Proposal.

10. Method of Payment. Payment for services shall be approved by the City Council on the third Monday of each month. Payment to the vendor will be made by the Friday following the Council meeting. Payments shall be compensation for the previous month's service. An invoice for services rendered must be delivered to the City Engineer's office at least 10 days prior to the third Monday of the month.

11. Description of Service. The services to be performed including frequency are identified on Exhibit A attached entitled "Janitorial Duties" and are subject to amendment as necessary. Services are to be performed during non-work

hours, which are normally 4:30 p.m. to 7:30 a.m. Monday through Friday. The Proposer should keep in mind that the City Council meets on the 1st and 3rd Monday of each month with Committee meetings held prior to the Council meeting. Cleaning services should be scheduled so as not to interfere with meetings.

12. Materials Provided by the City. The City shall provide all garbage containers, toilet paper, paper hand towels, hand soap and other items associated with the operation and usage of buildings within the scope of this proposal.
13. Materials Provided by the Service Provider. The Service Provider shall furnish vacuum cleaners, mops, dusting materials, detergents, disinfectants, stain removers, furniture polishes, wastepaper basket liners and all other materials required for and associated with the cleaning of City Facilities as noted in Paragraph 2.
14. Insurance. The successful Proposer shall, upon entering into an Agreement with the City, furnish the City with proof of Workers Compensation Insurance, and provide the City with a Certificate of Insurance naming the City as an additional insured. Said insurance shall provide limits of liability not less than \$1,000,000 combined single limit bodily injury or property damage for each occurrence.
15. Miscellaneous. The square footage of each building by surface type is listed below. The breakdown of flooring types is approximately as follows:

City Hall

- Carpet floors – 7,523 S.F.
- Hard surfaced floors (LVT) – 2,680 S.F.
- Ceramic Tile Flooring (bathrooms) – 670 S.F.
- Granite Hallways – 2,635 S.F.
- 6 bathrooms

Fire Department

- Carpet floors – 2,840 S.F.
- Hard surfaced floors (LVT) – 350 S.F.
- Ceramic Tile Flooring (bathrooms) – 530 S.F.
- 2 bathrooms

Police Department

- Carpet floors – 6,405 S.F.
- Hard surfaced floors (LVT) – 2,565 S.F.
- Ceramic Tile Flooring (bathrooms) – 800 S.F.
- Granite Hallways – 2,635 S.F.
- Concrete – 550 S.F.
- 4 bathrooms, 2 locker rooms

Public Works Maintenance Facility

- Carpet floors – 0 S.F.
- Hard surfaced floors – 900 S.F.
- 2 bathrooms

16. Questions. Contact Community Development Director James Kramvik at jkramvik@ci.brainerd.mn.us or 218-454-3408.

17. Delivery of Proposals. Three options are available for the delivery of proposals:

1. Email: jkramvik@ci.brainerd.mn.us

2. Mail: Brainerd City Hall
C/O James Kramvik
501 Laurel Street
Brainerd, MN 56401

3. Dropbox located on the west side of City Hall at 501 Laurel St.

EXHIBIT A

Janitorial Duties

Janitorial services shall normally occur after the workday according to the following schedule:

- **City Hall** – Monday, Wednesday, and Friday each week
- **Fire Department** – Thursday each week
- **Public Works Maintenance Facility** – Thursday each week

Duties shall be performed in accordance with the following schedule:

Each Visit:

- Empty waste baskets in all offices, conference rooms and staff lounges, and council chambers
- Vacuum *public* carpeted areas
- Vacuum all floor runners
- Dust mop all *public* hallway areas (granite or tile) and stairways, elevator and elevator lobbies
- Clean all public service counters (marble or other materials) with mild soap and water – no polishes or waxes
- Bathrooms
 - Sweep and mop tile floors in all bathrooms
 - Clean and sanitize fixtures (stools, sinks, urinals)
 - Replace toilet paper as necessary
 - Replace hand towels as necessary
 - Replace urinal deodorizers as necessary
 - Refill hand soap as necessary
 - Empty wastebaskets
 - Clean mirrors
 - Scour and sanitize all basins. Polish bright work.

- Remove splash marks from walls around basins
- Report any repairs needed to proper staff
- Public Entry Ways
 - Sweep, mop, and vacuum entry areas taking care to get into corners, along edges, and beneath furniture
 - Vacuum floor runners
 - Clean glass on all entry doors including elevator lobbies

At least once weekly:

- Thoroughly dust all horizontal and vertical surfaces in offices, Council Chambers, and other *non-public* areas (desks, Council table, office furniture, copiers, windowsills, office furniture and all manner of furnishings)
- All secured police department areas; police department offices, meeting rooms, and hallways shall be cleaned Monday and Wednesday.
- Vacuum all carpeted areas in all offices, conference rooms and staff lounges
- Remove spots from carpet as necessary (complete carpet cleaning services will be requested on a periodic basis at a separate negotiated price)
- Clean dirty areas on walls as necessary
- Clean glass on all display cases
- Dust "C. Elmer Anderson" bronze statue in City Hall
- Dust mop and wet mop all *public and non-public* areas (granite or other) and stairways, elevator and elevator lobbies (mild detergent and no waxes)
- Scour and sanitize all basins. Polish bright work.
- Damp wipe counters, clean, and sanitize kitchenette areas and break rooms.

Monthly

- Wipe down entire bathroom stalls (inside and outside)
- Dust/wipe down trim in all offices (door and window frames & windowsills, light switches, and doors)
- Dust pictures on walls in office areas
- Spot treat soiled carpeted areas.
- Clean interior of microwaves removing food particles and stains in kitchenette and break rooms.

Police Department – Janitorial services normally occur Monday, Wednesday and Friday, from 5:00 p.m. to 10:00 p.m. of each week, with duties performed in accordance with the following schedule:

Daily:

- Empty all waste baskets in the building
- Empty waste receptacle outside the public entrance
- Clean glass on public and employee entrance doors
- Clean glass on reception window
- Clean/Sanitize lobby phone

- Vacuum all floor runners
- Vacuum squad room, sergeants' office, and section of hallway adjacent to garage entrance, employee entrance, and locker rooms.
- Sweep and mop all non-carpeted flooring in public areas.
- Clean all public service counter tops with mild detergent and water
- Restrooms/Locker Rooms
 - o Sweep and mop floors
 - o Clean fixtures (stools, sinks, urinals, shower stalls, benches, handicap rails, and diaper changing stations)
 - o Refill toilet paper, hand towels, and soap as necessary
 - o Empty waste baskets
 - o Clean mirrors

Weekly: (consistent day each week)

- Dust offices, library, meeting/training room, interview rooms, and employee break room (desks, shelves, file cabinets, computers/copiers/printers/fax machines, tables, countertops, cubicle dividers, etc)
- Sweep and mop all non-carpeted flooring
- Clean all counter/tabletops (lobby, kitchen, lab, squad room, and office areas) with mild detergent and water
- Clean/dust glass display case in lobby
- Remove spots from carpet as necessary
- Clean dirty areas on walls as necessary
- Wipe down plastic chairs and spot clean fabric chairs as necessary
- Wipe down cabinet doors (break room, lab, squad room)
- Wet mop all chair mats

Monthly: (consistent time of month)

- Wipe down restrooms and locker rooms (tile walls, bathroom and shower stalls inside and out)
- Dust ceiling vents in restrooms and locker rooms
- Dust and wipe down trim in all offices (door and window frames/sills)
- Dust pictures on walls in all areas

Proposal Form
Request for Proposals for Cleaning Services
City of Brainerd

The undersigned hereby submits the following proposal for the monthly cost of cleaning each respective building for the City of Brainerd.

<u>Location</u>	<u>July 2025 – June 2026</u>	<u>July 2026 – June 2027</u>
City Hall		
Fire Department		
Police Department		
Public Works Maintenance Facility		
Total		

By: Name and Title (please print) _____

Signature_____

Vendor Address

Contact (please print) _____

Phone _____

Fax _____

Email_____

Worker's Compensation Certificate

I hereby certify that effective the \date of my Contract with the City of Brainerd and at all times in performance of such Contract that:

- ☐ I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of the State of Minnesota with the following insurance company:

Company Name

Agent's Name, Address and Telephone Number

Policy Number and Effective Date

OR

- ☐ I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Minnesota to obtain and maintain a policy of Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have contemporaneously made with the City of Brainerd.

Date

Signature of Contractor

Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this agreement.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required under this Agreement, shall have no contractual relationship with the City, shall not be considered employees of the City and any and all claims that may or might arise under the Unemployment Compensation Act or Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from all and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, personnel or other benefits of any kind whatsoever from the City, including without limitation, rights and benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical or hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

Company/Individual Name: _____

Official Address: _____

Signature and Title: _____

Date: _____

Client References
Request for Proposal for Cleaning Services

Please list three (3) client references. It is preferred that those references are clients within the State of Minnesota. The City reserves the right to contact references other than, and/or, in addition to, those being furnished below.

1. Name: _____

Address: _____

Phone Number: _____

2. Name: _____

Address: _____

Phone Number: _____

3. Name: _____

Address: _____

Phone Number: _____

NOTICE TO PROPOSERS

JANITORIAL SERVICES FOR CITY OF BRAINERD PROPOSALS CLOSE AT 12:00 PM, FRIDAY, June 6, 2025

Notice is hereby given that proposals will be received until 12:00 p.m. on Friday, June 6, 2025 for providing janitorial services in the following City of Brainerd Facilities:

Brainerd City Hall – 501 Laurel Street, Brainerd, MN 56401

Brainerd Fire Department – 23 Laurel Street, Brainerd, MN 56401

Brainerd Police Department – 225 East River Road, Brainerd, MN 56401

Brainerd Public Works Maintenance Facility – 724 Thiesse Drive, Brainerd, MN 56401

Proposals for providing janitorial services shall be in conformance with the specifications for said services on file in the office of the City Administrator.

All proposals for said services shall be reviewed by City staff and referred to the Brainerd City Council for action at its regular meeting to be held on June 16, 2025.

One-on-one pre-proposal meetings, discussion and tour of City Hall, Police Department, Fire Department, and Street Department will be conducted the week of May 26, 2025. All interested vendors are encouraged to set up a meeting with the Community Development Director to tour the buildings. The meeting and discussion will provide vendors with the opportunity to familiarize themselves with the facilities and ask questions to further define the scope of services intended within the specifications.

The City Council reserves the right to reject any and all proposals and to waive minor irregularities and informalities therein and further reserves the right to award the proposal in the best interest of the City.

Dated: May 20, 2025

James Kramvik
Community Development Director

Publish: Brainerd Dispatch May 24 and May 28, 2025



City Council Agenda Request

MEETING DATE: May 19, 2025

TITLE OF ITEM: Authorize Staff to Work with the Brainerd YMCA to Identify Grant Opportunities

AGENDA: Main

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Nick Broyles, City Administrator

ESTIMATED TIME (MIN): 10

SUMMARY OF ISSUE: The YMCA is in the process of seeking funding for a new YMCA facility.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The Brainerd YMCA is requesting to work with City Staff to find possible collaboration options to help fund the new YMCA facility. The YMCA would like to develop and release a Request for Proposal (RFP) to secure a qualified consultant with expertise in municipal capital project funding. The consultant will assist in identifying grant opportunities, evaluating bond options, and developing a comprehensive funding strategy to support the proposed project and partnership. The YMCA is in attendance to provide an overview of the proposed new YMCA facility.

Detail note regarding RFP: Approve the development and release of a Request for Proposals (RFP) and the selection by staff and the YMCA representatives to secure a qualified consultant with expertise in municipal capital project funding. The consultant will assist in identifying grant opportunities, evaluating bond options, and developing a comprehensive funding strategy to support the proposed project and partnership.

RECOMMENDED ACTION/MOTION: (1) Authorize city staff to work in partnership with YMCA leadership and existing YMCA advisors to explore the feasibility of funding a new city pool facility as part of the YMCA's proposed capital project at 602 Oak Street, and (2) approve an allocation not to exceed \$5,000 to support the RFP development.

FINANCIAL IMPACT: \$5,000



Economic impact of proposed expansion of the Brainerd Lakes Area YMCA in downtown Brainerd

Preliminary Summary, prepared by Brigid Tuck, November 2024

Summary of results

The Brainerd Lakes Area YMCA is exploring plans to expand its current downtown building. As part of the project, they are interested in understanding the potential economic impact, thus they contracted with University of Minnesota Extension to conduct an economic impact analysis.

In total, the proposed expansion of the downtown Brainerd Lakes Area YMCA will generate an estimated \$51.9 million of economic activity in Crow Wing County. This includes \$21.1 million in labor income. The project will support employment for 340 people. The Brainerd Lakes Area YMCA is anticipating spending \$34.4 million on the project.

In addition to the construction industry, other industries that are projected to benefit the most from the project include real estate, wholesale trade, and hospitals.

Project overview

Since 1889, the Brainerd Lakes Area YMCA has been carrying out its mission to “enhance lives in the Brainerd Lakes Area by connecting individuals and families with opportunities based on Christian values that build a healthy spirit, mind, and body.”

In meeting its mission, the YMCA has expanded from its beginnings as a reading room, lounge, and gymnasium on the corner of 6th and Front Street. The Brainerd Lakes Area YMCA has grown and evolved to include an aquatic center, gym, fitness center, and multi-purpose lounge. In compliment to its physical amenities, the Brainerd Lakes Area YMCA offers numerous programming opportunities from summer camp to childcare to group fitness programs.

As an institution that has existed in Brainerd for more than 130 years, the Brainerd Lakes Area YMCA continuously strives to meet the community’s needs. Programming is an important focus for the Y moving into the future. Thus, the Brainerd Lakes Area YMCA is working through a capital planning and development process to determine the optimal mix of programming and facility design. A key component of the new development is to focus on the current downtown building.

As the Brainerd Lakes Area YMCA develops plans for the downtown building, they are interested in understanding the potential economic impact. They therefore contracted with University of Minnesota Extension to conduct this economic impact analysis. This is a preliminary summary of the results.

Economic Impact Analysis

Economic impact is comprised of direct, indirect, and induced effects. Direct effects are the initial change experienced in an economy. For example, spending by the Brainerd Lakes Area YMCA for construction is an infusion of money into the local economy. This direct expenditure then triggers the businesses that supply

both the construction companies and their workers to also spend more money, thus creating ripple effects, known as the indirect and induced effects.

Direct effect

The first step of the economic impact analysis is to determine the direct effect. In total, project developers anticipate the downtown Brainerd Lakes Area YMCA project will cost \$34.4 million to complete (Table 1). Much of the expenditure (\$28.1 million) will be on general construction, including items such as site work, masonry, furnishings, and mechanical work. An additional \$6.3 million will be invested in “owner’s costs” which include items such as signage, technology, permitting, surveying, and building security.

Table 1: Direct effect, proposed expansion of the Brainerd Lakes Area YMCA in downtown Brainerd

Category	Value
General construction	\$28,092,051
Owner’s costs	\$6,274,000
Total	\$34,366,051

Indirect and induced effects

The second step of an economic impact analysis is to quantify the indirect and induced effects. Indirect effects are business-to-business effects. For example, when a construction company orders lightbulbs to install in a building, this causes the lightbulb manufacturer to produce more, increasing activity on those supply chains. Added up, these are the indirect effects.

Induced effects are consumer-to-business effects. For example, when a construction company pays its workers, the workers buy groceries, go out to dinner, and pay their rents. This spending, in turn, causes suppliers of those businesses to increase their activity.

Extension used the input-output model IMPLAN to calculate the indirect and induced effects in this analysis. Input-output models capture the flow of goods and services throughout an economy. Once that flow is known, the model can be used to demonstrate how a change in one part of the economy (e.g., construction) affects other parts of the economy (e.g., manufacturing and healthcare).

Total economic impact

In total, the proposed expansion of the downtown Brainerd Lakes Area YMCA will generate an estimated \$51.9 million of economic activity in Crow Wing County (Table 2). This includes \$21.1 million in labor income. The project will support employment for 340 people.

Table 2: Economic impact, proposed expansion of the Brainerd Lakes Area YMCA in downtown Brainerd

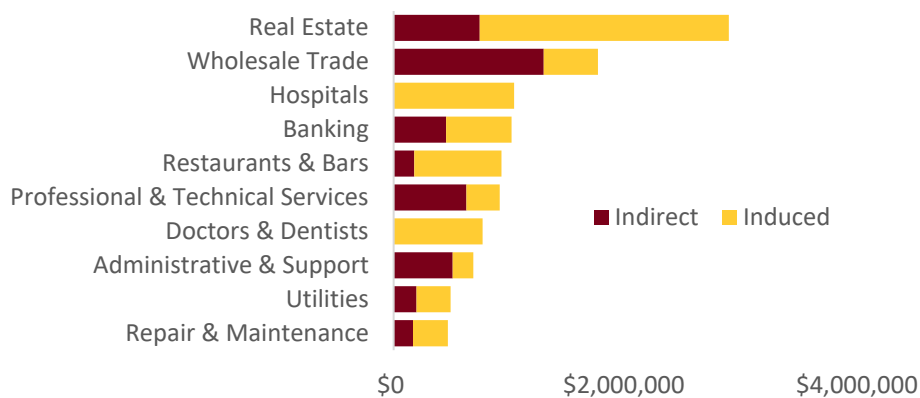
Category	Output	Employment	Labor Income
Direct	\$34,366,052	230	\$16,076,100
Indirect	\$7,027,340	40	\$1,910,730
Induced	\$10,477,360	70	\$3,161,560
Total	\$51,870,752	340	\$21,148,390

Top industries impacted

Brainerd Lakes Area YMCA project developers plan to spend \$34.4 million. This, in turn, will generate \$17.5 million in economic activity at businesses not directly involved in the project. The industries that will benefit the most, through indirect and induced effects, are projected to be real estate, wholesale trade, and hospitals (Chart 1).

Indirect effects are highest in the wholesale trade and professional and technical services industries, as these industries are connected to the construction supply chain. Wholesale trade businesses sell goods in bulk versus retail trade, which typically sells in small quantities. In the example of the lightbulb purchases, a construction firm is likely to purchase the bulbs through a lighting wholesale company, as opposed to via a retail store selling building materials.

Chart 1: Top ten industries impacted, indirect and induced effects, sorted by output, proposed expansion of the Brainerd Lakes Area YMCA in downtown Brainerd



Induced effects are high in industries such as real estate and healthcare. As households spend a significant amount of their income on housing and healthcare and induced effects are tied to household spending, these results are not surprising.

Notes on the analysis

This analysis focuses on the economic impact of the construction phase of the building's expansion. These impacts will dissipate once the project is completed. If the expanded building leads to additional programming being offered, staff being hired, and supplies being purchased, then there will also be longer-term operational impacts, which are not quantified here.





City Council Agenda Request

MEETING DATE: May 19, 2025

TITLE OF ITEM: Ratify the Hiring of Trevor Hines as Technology Specialist

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director, Shawn Strong, Technology Director

DEPARTMENT: Technology

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE: We received 24 applications for the Technology Specialist position with 4 candidates interviewed. Staff offered the position to Trevor Hines who will start with us on May 21, 2025, at Step 1 of the 2025 Technology Specialist wage grid (\$30.07 per hour).

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Ratify the hiring of Trevor Hines for the Technology Specialist position effective May 21, 2025; further, that he be placed on Step 1 of the Technology Specialist wage grid (\$30.07 per hour).

FINANCIAL IMPACT: The creation of this position was approved by Council on February 3, 2025.



City Council Agenda Request

MEETING DATE: May 19, 2025

TITLE OF ITEM: Accept Resignation of Lineworker Dylan Ferrari

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert, Human Resources
Director

DEPARTMENT: HR

PRESENTER: Kris Schubert, Human Resources
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Lineworker Dylan Ferrari submitted his resignation with his last working day on 5/26/25. His resignation notice is attached.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

RECOMMENDED ACTION/MOTION: Motion to accept with regret the resignation of Dylan Ferrari; further, to authorize Staff to begin the hiring process to backfill the position.

FINANCIAL IMPACT: The position was included in the 2025 budget.

I DYLAN FERRARI HEREBY
RESIGN FROM MY LINEWORKER
JOB AT BPU, MY LAST OFFICIAL
WORKING DAY WILL BE 05/26/25.
I GAVE THIS NOTICE ON
05/12/25

DYLAN FERRARI,


Received
5-12-25 12:26
Trent Hawkinson 



City Council Agenda Request

MEETING DATE: May 19, 2025

TITLE OF ITEM: Review Proposed Code Enforcement Ordinance

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: James Kramvik, Community
Development Director

DEPARTMENT: Community Development

PRESENTER: James Kramvik, Community
Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

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. The City Council listed active code enforcement along thoroughfares as a Council priority at their April 28th workshop meeting.

The City currently administers code enforcement on a complaint-driven basis. This proposed ordinance allows for active code enforcement along major thoroughfares and near city parks as significant numbers of visitors and residents frequent these areas.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

In addition, the proposed ordinance removes language that requires staff to bring non-complaint enforcement violations to the Council for consideration prior to beginning the enforcement process outlined in Section 320 of the City Code. Staff recommend that violations should be started by staff when performing daily duties such as building inspections. However, staff will not drive every street/alley looking for violations of the code.

RECOMMENDED ACTION/MOTION:

Staff is seeking direction from the Safety and Public Works Committee regarding the proposed ordinance language.

FINANCIAL IMPACT: N/A

**ORDINANCE
NO. 15XX**

AN ORDINANCE AMENDING SECTION 320: ADMINISTRATIVE CITATIONS

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: 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.

The City currently administers code enforcement through a complaint driven basis. This ordinance allows for active code enforcement along major thoroughfares and near City parks.

SECTION TWO: Section 320.07 of the City Code is hereby amended as indicated, with the following added language underlined and deleted language struck out:

Subd. 7 The administration of the administrative citation program shall be conducted solely-primarily on a complaint driven basis with the exception of properties within three-hundred (300) feet of City parks and properties with street frontage along Business T.H. 371, T.H. 210, T.H. 25, T.H. 18, Oak Street, or County Road 3. ~~Offenses of a nature that may result in bodily harm, damage to property, or significant blight may be brought before the Safety & Public Works Committee without a complaint for determination whether to implement the administrative citation program. The determination of the Safety & Public Works Committee shall then be referred as a recommendation to the City Council.~~

SECTION THREE: All other provisions of Section 320 shall remain in full force and effect.

SECTION FOUR: 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 – _____



City Council Agenda Request

MEETING DATE: May 19, 2025

TITLE OF ITEM: Approve Agreement - Construction Surveying on As-Needed Basis

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

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

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE: Attached to this item are two agreement proposals from SEH. Staff requested a proposal from SEH to perform construction surveying/staking on an as-needed basis on the two reconstruction projects. Typically, staff is able to perform this task with our own resources when administering internally. However, with two separate projects, we may not have the ability to perform the necessary inspection work while continuing to provide construction staking to continue construction progress as needed. It is unknown exactly how much time would be needed for staking as it would be dependent on contractor scheduling and work load on the two projects throughout the construction season.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: Staff requested the proposal from SEH as they will be performing construction staking on the nearby roundabout project throughout the summer as well so they will likely have staff in the area regularly. The two agreements are intended as follows:

- Master Services Agreement - Generic agreement that allows the City to receive proposals and assign tasks to SEH as needed rather than undergoing a formal RFP process. This does not limit the City's ability to utilize other firms, just to expedite utilization of SEH for miscellaneous items, such as this construction staking item.
- Supplemental Letter Agreement - Specific to the construction staking task for the as-needed work throughout the construction season on the two reconstruction projects. Would be performed under the terms of the Master Services Agreement.

SEH is estimating \$10,000 in costs to the projects but it is unknown at this time how little or much will be required as it will be dependent heavily on contractor scheduling. If further time and expenses are required, SEH will request authorization before proceeding. Staff would request authorization not to exceed \$12,000 without prior Council approval. Costs for this work would be charged to the associated project in which the work was completed.

RECOMMENDED ACTION/MOTION: Staff recommends approval of the two attached agreements with SEH to perform construction surveying on the reconstruction projects.

FINANCIAL IMPACT: Estimated to be \$10,000, not to exceed \$12,000 without prior Council approval.

Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of May 19, 2025 between City of Brainerd ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

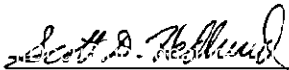
By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22) shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following optional exhibits may be attached to an SLA: Exhibit A-1 for Hourly Payments, Exhibit A-2 or A-3 for Lump Sum Payments, and Exhibit B for Resident Project Representative Duties/Responsibilities.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Short Elliott Hendrickson Inc.

City of Brainerd

By: 
Scott Hedlund
Title: Principal

By: _____
Title: _____

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment. **[Attach Rates]**

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Exhibit A-3

Payments to Consultant for Services Using the Lump Sum Plus Expenses Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

Exhibit B-1

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of the Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant's project engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project engineer and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project engineer.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule, schedule of shop drawing submittals and schedule of values prepared by contractor; and consult with Consultant's project engineer concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, project conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent, and assist with understanding / communicating the intent of the Contract Documents; and assist in serving as Client's liaison with contractor when contractor's operations affect Client's on site operations.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

(a) Record date of receipt of shop drawings and submittals provided by the contractor and coordinate that review has been completed by appropriate team members.

(b) Receive samples furnished at the site by contractor, and notify Consultant's project engineer and Client of availability of samples to review.

(c) Notify Consultant's project engineer and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been reviewed for general conformance by Consultant.

5. Review of Work, Observations and Tests:

(a) Conduct on site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

(b) Regularly update the Consultant's project engineer to keep them informed of issues and progress of the Work.

- (c) Notify the Consultant's project engineer immediately of any unanticipated project conditions, any Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.
 - (d) Coordinate with the project materials tester and/or testing consultant to schedule testing. Confirm compliance with project requirements and the project Schedule of Materials Controls. RPR shall confirm that test report records or certificates of compliance have been received prior to the incorporation of materials in the Work.
 - (e) Review and monitor the contractor's schedule for construction.
 - (f) Confirm that the contractor is performing daily reviews of construction signing, detour signing, completing traffic control maintenance and is taking corrective actions in accordance with the Contract Documents.
 - (g) Conduct or coordinate with others the completion of wage interviews in the field with individual contractor/subcontractor employees and properly file documentation in accordance with project requirements.
 - (h) Perform reviews of temporary and permanent erosion control measures on the project and verify contractor is maintaining compliance with applicable permits and Contract Documents.
 - (i) Determine if tests, equipment and systems start ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start ups.
 - (j) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant's project engineer.
 - (k) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project engineer and Client for determination of possible suspension of Work.
6. Interpretation of Contract Documents: Report to Consultant's project engineer when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant's project engineer.
7. Modifications:
- (a) Convey contractor's suggestions for modifications in construction plans and specifications to Consultant's project engineer and assist with evaluation. Transmit to contractor decisions as issued by Consultant.
 - (b) Assist with evaluation of proposed change orders and obtain change justification from contractor. Provide assistance with preparation of final documentation of change orders and field design changes.
8. Records / Reporting:
- (a) Measure and document project field quantities, maintain an up to date item record account, and enter quantities into the Project filing system in a timely manner.
 - (b) Maintain orderly files of correspondence, reports of project conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field design changes, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (c) Keep a diary, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant's project engineer.
 - (d) Document changes in the plans and field conditions for record plan preparation.

(e) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

(f) Furnish Consultant's project engineer periodic reports of progress of the Work and of contractor's compliance with the proposed construction schedule.

(g) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(h) Notify Consultant's project engineer and Client immediately upon the occurrence of any accident.

9. Payment Requests: Review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Consultant's project engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and specific pay requests for materials and equipment delivered to the site but not incorporated in the Work.

10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.

11. Completion:

(a) Prepare final documentation of construction pay items, quantities, material certification and other requirements as per the plans, specifications, and special provisions.

(b) Conduct final inspection in the company of Consultant's project engineer, Client, and contractor and assist with preparation of a final list of items to be completed or corrected.

(c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant's project engineer concerning acceptance.

(d) Assist Consultant's project engineer with preparation of record plans and documentation.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.

2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.

3. Shall not suspend any portion of the Work without explicit Client authorization.

4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.

5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.

6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

7. Shall not accept shop drawing or sample submittals from anyone other than contractor.

8. Shall not authorize Client to occupy the Project in whole or in part.

9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Consultant's Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

Consultant's RPR is an agent of the Client at the site, will act as directed by and under the supervision of Consultant's project manager, and will confer with Consultant's project manager and Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project manager and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project manager.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule, schedule of shop drawing submittals and schedule of values prepared by contractor; and consult with Client concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, project conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents; and assist in serving as Client's liaison with contractor when contractor's operations affect Client's on site operations.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

(a) Record date of receipt of shop drawings and submittals provided by the contractor and coordinate that review has been completed by appropriate team members.

(b) Receive samples furnished at the site by contractor, and notify Client of availability of samples to review.

(c) Notify Client and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been reviewed for general conformance by Consultant.

5. Review of Work, Observations and Tests:

(a) Conduct on site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

(b) Regularly update the Client to keep them informed of issues and progress of the Work.

- (c) Notify the Client immediately of any unanticipated project conditions, any Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.
 - (d) Coordinate with the project materials tester and/or testing consultant to schedule testing. Confirm compliance with project requirements and the project Schedule of Materials Controls. RPR shall confirm that test report records or certificates of compliance have been received prior to the incorporation of materials in the Work.
 - (e) Review and monitor the contractor's schedule for construction.
 - (f) Confirm that the contractor is performing daily reviews of construction signing, detour signing, traffic control maintenance and is taking corrective actions in accordance with the Contract Documents.
 - (g) Conduct or coordinate with others the completion of wage interviews in the field with individual contractor / subcontractor employees and properly file documentation in accordance with project requirements.
 - (h) Perform reviews of temporary and permanent erosion control measures on the project and verify contractor is maintaining compliance with applicable permits and Contract Documents.
 - (i) Determine if tests, equipment and systems start ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record and report to Client appropriate details relative to the test procedures and start ups.
 - (j) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Client.
 - (k) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project manager and Client for determination of possible suspension of Work.
6. Interpretation of Contract Documents: Report to Client when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Client.
7. Modifications:
- (a) Convey contractor's suggestions for modifications in construction plans and specifications to Client and assist with evaluation. Transmit to contractor decisions as issued by Client.
 - (b) Assist with evaluation of proposed change orders and obtain change justification from contractor. Provide assistance with preparation of final documentation of change orders and field design changes.
8. Records / Reporting:
- (a) Measure and document project field quantities, maintain an up to date item record account, and enter quantities into the Project filing system in a timely manner.
 - (b) Maintain orderly files of correspondence, reports of project conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field design changes, additional drawings issued subsequent to the execution of the construction contract, Client clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (c) Keep a diary, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Client.
 - (d) Document changes in the plans and field conditions for record plan preparation.

(e) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

(f) Furnish Client periodic reports of progress of the Work and of contractor's compliance with the proposed construction schedule.

(g) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(h) Notify Consultant's project manager and Client immediately upon the occurrence of any accident.

9. Payment Requests: Review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Client, noting particularly the relationship of the payment requested to the schedule of values, Work completed and specific pay requests for materials and equipment delivered to the site but not incorporated in the Work.

10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Client for review prior to final payment for the Work.

11. Completion:

(a) Prepare final documentation of construction pay items, quantities, material certification and other requirements as per the plans, specifications, and special provisions.

(b) Conduct final inspection in the company of Client and contractor and assist with preparation of a final list of items to be completed or corrected.

(c) Observe that all items on final list have been completed or corrected and make recommendations to Client concerning acceptance.

(d) Assist Consultant's project manager with preparation of record plans and documentation.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from of the Contract Documents or substitution of materials or equipment, unless authorized by Client.

2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.

3. Shall not suspend any portion of the Work without explicit Client authorization.

4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.

5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.

6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

7. Shall not accept shop drawing or sample submittals from anyone other than contractor.

8. Shall not authorize Client to occupy the Project in whole or in part.

9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

The Resident Project Representative (RPR) shall endeavor to provide protection for Client against defects and deficiencies in the work of the contractor (Work). Consultant shall have no responsibility for or control over RPR, or any construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

Client has chosen to exclude the RPR services from the Consultant's scope. RPR is hired by Client and represents Client at the site, will act as directed by and under the supervision of Client, and will confer with Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Client, Consultant and contractor. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule, schedule of shop drawing submittals and schedule of values prepared by contractor; and consult with Consultant concerning acceptability.

2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, project conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

(a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents; and assist in serving as Client's liaison with contractor when contractor's operations affect Client's on site operations.

(b) Assist in obtaining from Client additional information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

(a) Record date of receipt of shop drawings and submittals provided by the contractor and coordinate that review has been completed by appropriate team members.

(b) Receive samples furnished at the site by contractor, and notify Consultant and Client of availability of samples to review.

(c) Notify Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been reviewed for general conformance by Consultant.

5. Review of Work, Observations and Tests:

(a) Conduct on site observations of the Work in progress to assist Consultant and Client in determining if the Work is in general proceeding in accordance with the Contract Documents.

(b) Regularly update the Consultant and Client to keep them informed of issues and progress of the Work.

(c) Notify the Consultant immediately of any unanticipated project conditions, any Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.

(d) Coordinate with the project materials tester and/or testing consultant to schedule testing. Confirm compliance with project requirements and the project Schedule of Materials Controls. RPR shall confirm that test report records or certificates of compliance have been received prior to the incorporation of materials in the Work.

(e) Review and monitor the contractor's schedule for construction.

(f) Confirm that the contractor is performing daily reviews of construction signing, detour signing, traffic control maintenance and is taking corrective actions in accordance with the Contract Documents.

(g) Conduct or coordinate the completion of wage interviews in the field with individual contractor/subcontractor employees and properly file documentation in accordance with project requirements.

(h) Perform reviews of temporary and permanent erosion control measures on the project and verify contractor is maintaining compliance with applicable permits and Contract Documents.

(i) Determine if tests, equipment and systems start ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start ups.

(j) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant and Client.

(k) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant and Client for determination of possible suspension of Work.

6. Interpretation of Contract Documents: Report to Consultant when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.

7. Modifications:

(a) Convey contractor's suggestions for modifications in construction plans and specifications to Consultant and assist with evaluation. Transmit to contractor decisions as issued by Consultant.

(b) Assist with evaluation of proposed change orders and obtain change justification from contractor. Provide assistance with preparation of final documentation of change orders and field design changes.

8. Records / Reporting:

(a) Measure and document project field quantities, maintain an up to date item record account, and enter quantities into the Project filing system in a timely manner.

(b) Maintain orderly files of correspondence, reports of project conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field design changes, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

(c) Keep a diary, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.

(d) Document changes in the plans and field conditions for record plan preparation.

(e) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

(f) Furnish Consultant periodic reports of progress of the Work and of contractor's compliance with the proposed construction schedule.

(g) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(h) Notify Consultant and Client immediately upon the occurrence of any accident.

9. Payment Requests: Review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and specific pay requests for materials and equipment delivered to the site but not incorporated in the Work.

10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.

11. Completion:

(a) Prepare final documentation of construction pay items, quantities, material certification and other requirements as per the plans, specifications, and special provisions.

(b) Conduct final inspection in the company of Consultant, Client, and contractor and assist with preparation of a final list of items to be completed or corrected.

(c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

(d) Assist Consultant with preparation of record plans and documentation.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant and Client.

2. Shall not accept shop drawing or sample submittals from anyone other than contractor.

3. Shall not authorize Client to occupy the Project in whole or in part.

4. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through part time on-site observation of the construction work in progress and field checks of materials and equipment by the Consultant's Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

Client has requested that part time construction observation be provided by the Consultant for this project. Part time construction observation is requested for the purpose of reducing the time that the RPR is on the project site during construction activities and/or for the need to only observe critical construction activities associated with the Work. Based on the part time nature of this request, Consultant will attempt to provide protection for the Client against defects and deficiencies in the Work during those time periods where the Consultant's RPR is on-site. For those time periods where the Consultant's RPR is not on site, either due to the part time nature of the construction observation being requested or by not being made aware that the construction activities are occurring by the contractor and/or Client, the Consultant shall have no responsibility in observing or documenting the Work performed by the contractor during these time periods. Furthermore, the Consultant will have no liability for contractor's failure to perform Work in accordance with the Contract Documents, including errors made during past or current construction completed while the Consultant's RPR was not on the site.

While on-site, Consultant's RPR is an agent of the Client, will act as directed by and under the supervision of Consultant's project manager, and will confer with Consultant's project manager and Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project manager and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project manager. Consultant's RPR will endeavor to complete the below duties and responsibilities of the RPR as further defined in the Agreement of Professional Services Scope of Work and to the extent feasible based on the part time nature of the services.

B. Duties and Responsibilities of RPR

1. Schedules: Review the proposed construction schedule and schedule of values prepared by contractor; and consult with Client concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, and other project related meetings; and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as liaison with contractor, working principally through contractor's superintendent and assisting in understanding / communicating the intent of the Contract Documents.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Review of Work, Observations and Tests:
 - (a) While on site, conduct observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Update the Client to keep them informed of issues and progress of the Work.

(c) Notify the Client of any unanticipated project conditions, any observed Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.

(d) Coordinate with the testing consultant to schedule testing and confirm compliance with the project requirements and the project Schedule of Materials Controls.

(e) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project manager and Client for determination of possible suspension of Work.

5. Interpretation of Contract Documents: Report to Client when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Client.

6. Modifications:

(a) Convey contractor's suggestions for modifications in construction plans and specifications to Client and assist with evaluation. Transmit to contractor decisions as issued by Client.

(b) Provide assistance with preparation of final documentation of change orders and field design changes critical construction activities observed while on-site.

7. Records / Reporting:

(a) Measure and document construction quantities that were placed while on-site, maintain an up to date item record account, and enter observed quantities into the Project filing system.

(b) Maintain orderly files of project documentation.

(c) Keep a diary, recording contractor's activities while RPR is on site including weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Client.

(d) Document changes in the plans and field conditions observed.

(e) Prepare appropriate lists of observed items requiring completion or correction by the contractor.

(f) Notify Consultant's project manager and Client immediately upon the occurrence of any accident.

8. Payment Requests: For observed portions of the Work review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Client.

9. Completion:

(a) Conduct final inspection in the company of Client and contractor and assist with preparation of a final list of items to be completed or corrected.

(b) Observe that all items on final list have been completed or corrected and make recommendations to Client concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from of the Contract Documents or substitution of materials or equipment, unless authorized by Client.

2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.
3. Shall not suspend any portion of the Work without explicit Client authorization.
4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
8. Shall not authorize Client to occupy the Project in whole or in part.
9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Brainerd ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective May 5, 2025, this Supplemental Letter Agreement dated May 19, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2025 On-Call Survey Services**.

Client's Authorized Representative: Jessie Dehn

Address: 501 Laurel Street, Brainerd, Minnesota 56401

Telephone: 517.384.1271 **email:** jdehn@ci.brainerd.mn.us

Project Manager: Paul Sandy

Address: 13850 Bluestem Court, Suite 150, Baxter, Minnesota 56425

Telephone: 3020.630.4657 **email:** psandy@sehinc.com

Scope: The Services to be provided by Consultant:

Task 1: On-Call, Hourly Construction Survey

1. At the request of Client, Consultant shall provide on-call, as-needed construction staking and field survey services for planned 2025 reconstruction projects. These on-call, as-needed services include:
 - (a) Provide construction staking (staked once, or more at request of Client) for: clearing and grubbing, removals, sanitary sewer, water, culverts, curb and gutter, roadway centerline offsets, subgrade and aggregate bluetops, erosion control, construction limits, intersection street lighting, signing, pavement markings. It is understood that Consultant will rely on the staking packages provided by the Client in performance of the Work.
 - (b) Document staked point locations and elevations.
 - (c) Provide Client with construction staking information.

Additional Services and Exclusions:

The following services are excluded from this Agreement, but are available to Client upon request at Consultant's normal hourly rates:

- Generation of staking files for the design elements shown in the plans.
- Construction administration services.
- Construction Resident Project Representative services.
- Post construction services, including but not limited to, record drawing surveys, re-establishment of disturbed property corners or boundaries, preparation of a certificate of survey, record drawings, and project closeout documentation.

Schedule:

These services are being provided on an on-call, as-needed and on-going basis through the 2025 construction season. The on-call, as-needed services expire on December 31, 2025. A minimum notice for request for on-call services is 96 hours in advance of the requested service date by Client.

Payment:

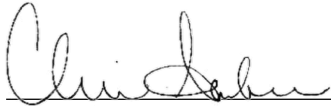
The fee is hourly estimated to be \$10,000 including expenses and equipment. Authorization of additional services over and above the \$10,000 estimated hourly limit may be processed through task orders emailed by Client.

The payment method, basis, frequency and other special conditions are set forth in the Master Agreement Exhibit A-1 and attached hereto for reference.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

By:



Full Name: Chris Ambourn

Title: Regional Practice Center Leader I

City of Brainerd

By: _____

Full Name: _____

Title: _____

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.



City Council Agenda Request

MEETING DATE: May 19, 2025

TITLE OF ITEM: Approval of Front Street Flag Poles to be Modified

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 5

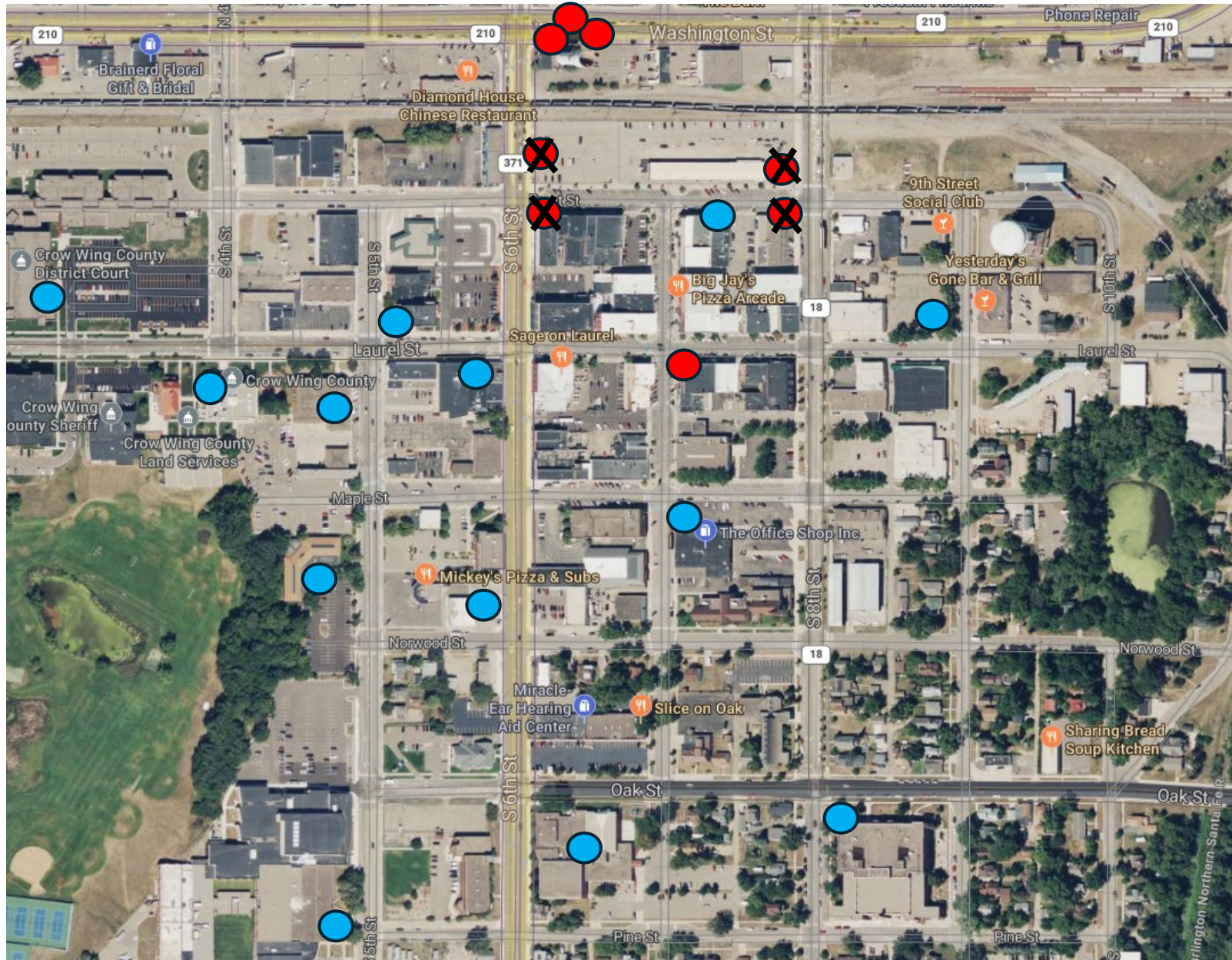
SUMMARY OF ISSUE: Downtown we have 4 flag poles on Front Street that either need to be removed or modified for proper flag pole guidelines. The lighting options are solar or hard wire into the street light pole. For long term maintenance and quality lighting, staff recommends hard wire flag lights.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The cost to install a device to lower/raise the flag is \$25/pole (four needed \$100 total). The cost for the wired light is \$145/pole (Laurel flag pole needs a light also, five needed \$725 total). The cost for a solar light ranges from \$40-60/pole. BPU has agreed to install the lights on the street light poles as a community service benefit (install for free).

RECOMMENDED ACTION/MOTION: Staff is recommending flag pole improvements (four devices to lower/raise flags and five hard wired lighting units) for a total cost of \$825.

FINANCIAL IMPACT: \$825

Downtown Flagpole Map



● Red
City of Brainerd

● Blue
Private

Plan

- Remove 4 flagpoles
- 1 Flagpole at Laurel & 7th St.
- Modify existing pole so lift is not required.



7669 College Road Baxter, MN 56425 Phone: 218-829-4759

Email: zbarron@holdenelectric.com

Bid Proposal

5/1/2025

To: Troy

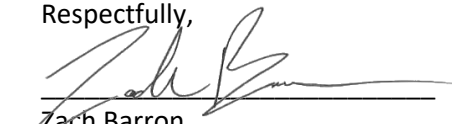
Job: City Of Brainerd Flag Lights

Work Description:

Provide (5) flag lights. Installation by others

Our Total Base Bid Estimate is: **\$ 725.00**

Respectfully,


Zach Barron
Holden Electric Co., Inc.

Accepted By:

Signature_____

Print Name_____

Holden Electric Co., Inc. is an equal opportunity employer and follows non-discriminatory practices.



Color: Bronze

Weight: 2.5 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type	Constant	Watts	35/30/25/20W
120V	0.29A	Color Temp	3000/4000/5000K
208V	0.17A	Color Accuracy	81-84 CRI
240V	0.15A	L70 Lifespan	100,000 Hours
277V	0.13A	Lumens	2,832-5,286 lm
Input Watts	19.7-35.7W	Efficacy	125.9-168.7 lm/W

Technical Specifications

Field Adjustability

Optical Field Adjustability:
90°, 75° and 55°

Field Adjustable:
Field Adjustable Light Output:
35W/30W/25W/20W (factory default 35W)
Color Temperature Selectable:
3000K, 4000K and 5000K (factory default 4000K)

Compliance

UL Listed:
Suitable for wet locations

IESNA LM-79 & LM-80 Testing:
RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

IP Rating:
Ingress protection rating of IP65 for dust and water

DLC Listed:
This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. Designed to meet DLC 5.1 requirements.
DLC Product Code: S-CASURW

Electrical

Driver:
35W: Class 1, Constant Current, 120-277V, 50/60 Hz, 120V: 0.29A, 208V: 0.17A, 240V: 0.15A, 277V: 0.13A

30W: Class 1, Constant Current, 120-277V, 50/60 Hz, 120V: 0.25A, 208V: 0.14A, 240V: 0.13A, 277V: 0.11A
25W: Class 1, Constant Current, 120-277V, 50/60 Hz, 120V: 0.22A, 208V: 0.13A, 240V: 0.11A, 277V: 0.10A

20W: Class 1, Constant Current, 120-277V, 50/60 Hz, 120V: 0.18A, 208V: 0.10A, 240V: 0.09A, 277V: 0.08A

Dimming Driver:
Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:
11.6% at 120V, 11.54% at 277V

Power Factor:
98.8% at 120V, 92.3% at 277V

Surge Protection:
L/N-PE: 2.5kV, L-N: 2.5kV

Photocell:
Integrated photocell included with on/off switch

LED Characteristics

LEDs:
Long-life, high-efficacy, surface-mount LEDs

Color Uniformity:
RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Color Consistency:
3000K & 5000K: 5-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color
4000K: 7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Performance

Lifespan:
100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Performance Data:
[Click here for the X22-35 performance data](#)

Construction

Cold Weather Starting:
The minimum starting temperature is -30°C (-22°F)

Technical Specifications (continued)

Maximum Ambient Temperature:
Suitable for use in up to 50°C (122°F)

Housing:
Die-cast aluminum

Lens:
Tempered glass

Effective Projected Area:
1 Fixture: 0.118 ft²
2 Fixtures at 90°: 0.278 ft²
2 Fixtures at 180°: 0.235 ft²
3 Fixtures at 90°: 0.395 ft²
4 Fixtures at 90°: 0.395 ft²

Finish:
Formulated for high durability and long-lasting color

Green Technology:
Mercury and UV free. RoHS-compliant components.

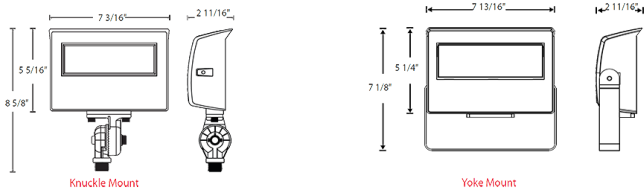
Installation

Mounting:
Robust knuckle mount with 180° adjustable swivel arm. Tilt angle in 10° increments. Yoke kit is included.

Other

5 Yr Limited Warranty:
The RAB 5-year, limited warranty covers light output, driver performance and paint finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Dimensions



Features

- DLC Premium listed
- IP65 Rated
- 100,000-Hour LED lifespan
- 5-Year, limited warranty

Ordering Matrix

Family		Wattage	Color Temp	Mounting	Finish	Beam Angle	Driver	Options
X22	-	35						
		35 = 35/30/25/20W 60 = 60/50/40/30W 80 = 80/70/60/50W 150 = 150/125/100/75W 250 = 250/220/190/160W 320 = 320/280/240/200W 420 = 420/380/340/300W 500 = 500/450/420/380W 20 = 20/17/13/10W	Blank = 3000/4000/5000K CCT Adjustable	Blank = Knuckle Mount Installed with Yoke Kit Included Blank = Knuckle Mount Installed with Trunnion Kit Included Blank = Slipfitter Mount Installed with Trunnion Kit Included	Blank = Bronze W = White	Blank = Selectable Beam Angle (Medium to Very Wide Flood 55-100°)	Blank = 120-277V /480 = 480V, 0-10V Dimming	Blank = Selectable On/Off Photocell

X22-20 & X22-35: Knuckle mount installed with yoke mount included.
X22-60 & X22-80: Knuckle mount installed with trunnion mount included.
X22-150-500: Slipfitter mount installed with trunnion mount included. 480V only available in 150W-500W.



City Council Agenda Request

MEETING DATE: May 19, 2025

TITLE OF ITEM: Discussion and Review of New City Ordinance of Street Performers/Buskers

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Mike Habighorst, Public Works
Director

DEPARTMENT: Public Works

PRESENTER: Mike Habighorst, Public Works
Director

ESTIMATED TIME (MIN): 15

SUMMARY OF ISSUE: At a previous city council meeting, staff was directed to develop a Street Performers/Buskers Ordinance. In review of other city Busker Ordinances, Police Chief, other departments and city attorney, staff developed this draft Ordinance.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The draft Ordinance is in the council packet. Staff is seeking direction on the following topics:

1. Should Busking be allowed in specific locations in the Downtown area?
2. Should Busking be allowed in Parks?
3. Annual fee? \$50 or \$100

RECOMMENDED ACTION/MOTION: Direct staff to modify the draft ordinance with council comments and submit ordinance for final approval at next council meeting.

FINANCIAL IMPACT: Public benefit.

Section 2040 – Loitering

2040.01 Definitions. Subdivision 1. “Loitering” includes

- a) Standing around or moving slowly about or lingering, so that such conduct:
 - 1) obstructs the free and unhampered passage of pedestrians or vehicles on the streets, sidewalks, or other public places or premises within the City of Brainerd, or
 - 2) interferes with any person lawfully on the premises by obstructing passage.
- b) refusing to move on when so requested by a peace officer when such peace officer reasonably makes such request to preserve or to promote public peace and order.

Subd. 2. “Premises” is defined as any land, lot, parcel, sidewalk, boulevard, street, highway, alley, thoroughfare, park, playground, restaurant, cafe, church, school, car or parking lot or parking space, drive-in, any building used for business purposes, commercial or industrial purposes, or any other place, washroom or toilet, apartment hallway, or other location whether public or private in the City of Brainerd.

2040.03 Loitering Prohibited. Subdivision 1. Loitering on any of the premises of the City of Brainerd is prohibited:

- 1) When such conduct results in the making of any noise, riot, disturbance or improper diversion to the annoyance or disturbance of another, or
- 2) When such conduct tends reasonably to or is likely to arouse alarm, anger, fear or resentment in another; or
- 3) When such conduct is with intent to do any mischief or to commit any crime or unlawful act; or
- 4) When such persons shall collect in groups or crowds in, upon, or near any street, sidewalk or public place in the City of Brainerd so as to interfere with or obstruct public travel or movement or parking; or
- 5) When such conduct results in the defacement or destruction of or causes any damage to any part of the premises or to any property located thereon; or

- 6) When such person scatters, litters, throws, or otherwise disposes or deposits any refuse, garbage, or rubbish onto the premises except into receptacles provided for such purpose; or
- 7) When such persons shall use profane, abusive, indecent, or threatening language towards my person or persons, including peace officers: or
- 8) When such persons shall collect singly or in groups at or about a business premises which is closed; or
- 9) When such person or persons shall stand or linger about the doorway of any building in such a manner as to obstruct or partially obstruct the free and uninterrupted ingress or egress to or from such building or in such manner as to annoy the owner or occupant of such building or the owner or occupant of any adjacent premises.

2040.05 Responsibility of Parents. It shall be unlawful for the parent, guardian, or other adult person having the care and custody of a minor under the age of 16 years to knowingly permit such minor to loiter on any premises as described in this Ordinance in the City of Brainerd. This restriction shall not apply to a minor who is accompanied by his or her parent, guardian or other adult person having care and custody of the minor or where the minor is upon a legitimate business activity or errand directly by his parent, guardian or custodian.

(Added Ord. 1056 – 1998)

From: [Toni Gage](#)
Cc: [John Davis](#); [James Kramvik](#); [Nick Broyles](#); [Mike Habighorst](#)
Bcc: [City Council](#)
Subject: RE: Ordinances regarding prohibiting pedestrian travel
Date: Thursday, April 10, 2025 2:51:00 PM
Attachments: [Section 800 - Administration and Regulation of the Public Right-of-Way \(PDF\).pdf](#)
[image001.png](#)

Jeff,

We have nothing in the City Code that specifically refers to people obstructing the public right of way. The City only regulates “obstruction” as a part of excavation. I’ve attached section 800 as it pertains to this type of obstruction.

Jessie also stated that it’s not a part of State Statute specifically either.

I have bcc’d the rest of Council and will provide this information in the next Council packet.

Toni Gage



Toni Gage | Administrative Assistant
City of Brainerd | 501 Laurel St, Brainerd MN 56401
(218) 454-3402 | tgage@ci.brainerd.mn.us

Email correspondence to and from the City of Brainerd government offices is subject to the Minnesota Government Data Practices Act and may be disclosed to third parties.

From: Jeff Czczok <jcczczok@ci.brainerd.mn.us>
Sent: Thursday, April 10, 2025 12:39 PM
To: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Cc: Toni Gage <tgage@ci.brainerd.mn.us>; John Davis <John.Davis@ci.brainerd.mn.us>
Subject: Ordinances regarding prohibiting pedestrian travel

Hi Nick,

May I please be provided with all ordinances that prohibit or restrict pedestrian traveling on city sidewalks, meaning people aren’t allowed to block pedestrian travel.

I’d appreciate being able to review these prior to discussing with Chief Davis the recent issue occurring over this past weekend.

Thanks much, Jeff

**ORDINANCE
NO. 15XX**

**AN ORDINANCE AMENDING CITY CODE SECTION 1000 APPENDIX A – FEE SCHEDULE,
AND ADDING SECTION 1115 – BUSKERS**

The Council of the City of Brainerd do ordain:

SECTION ONE: Purpose

1. The Council finds that the existence of buskers and street performers provides a public amenity that enhances the vibrancy, vitality, culture, and ambiance of the City, as well as promoting our business community. The Council therefore seeks to encourage such performances to the extent that they do not interfere with the quiet enjoyment of residents, and the ability of businesses to conduct their business uninterrupted.
2. This ordinance seeks to provide a fair and clear operating framework for managing busking and street performance activities while minimizing complaints and maintaining public safety and pedestrian traffic flow.

SECTION TWO: Section 1115 is hereby added as follows:

Section 1115 Buskers

1115.01 – Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Subd. 2: "Busker" means a person that engages in Busking activity. The term "busker" also includes a performer.

Subd. 3: "Busking" includes, but is not limited to, the following activities: acting, singing, performing, playing musical instruments, pantomime, juggling, magic, puppetry, and reciting. The term busking also includes the activity of drawing any message, picture or representation on a paper, canvas, or other media surface. The activity may include voluntary donations.

Subd. 4. Donation means a sum of money or other consideration given as charity or appreciation for a performance or artistic expression.

Subd. 5. Disturbance means any noise or action which endangers, would endanger or is likely to endanger or which injures, would injure or is likely to injure, the safety or health of humans or animals, annoys, would annoy or is likely to annoy, or disturbs, would disturb or is likely to disturb, a reasonable person of ordinary sensibilities; endangers, would endanger or is likely to endanger, or injures, would injure or is likely to injure, personal or real property;

disturbs, would disturb or is likely to disturb, the peace; or creates, would create or is likely to create, a nuisance. Also included in this definition is any noise in violation of this Code.

1115.03 – Individual Requirements.

Subd. 1. Busking license required. No busking is allowed on public property without a license issued pursuant to this section.

1115.05 – License requirements. Busker license will be pursuant to Section 1005 of the Licensing Procedures.

Subd. 2 The following information shall be submitted with an application for busking license:

An application for a license to conduct Busking shall be made on a form provided by the City. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the City deems necessary.

Subd. 3 A busking license shall be nontransferable and shall contain the specific type of busking activity to be performed.

Subd. 4 Clearly display license during all activities.

1115.07 - License locations and times: Subdivision 1. Performances and busking may take place at the following locations and subject to the following conditions, and are the responsibility of the license holder:

1. Performing is limited to 10:00 a.m. to 8:00 p.m.
2. No performance shall prevent the public from utilizing any public benches, waste receptacles, informational signs or other amenities during the performance. No performance shall restrict the width of any sidewalk to less than five feet or otherwise inhibit the free movement of pedestrians on the sidewalk. No performer shall perform on any street or in any public parking space.
3. To prevent congestion on sidewalks, no performer shall perform less than 20' from another performer or group of performers in the Downtown area.
4. Busking is not permitted in Parks.???
5. No performer shall perform within ten feet of the doorway or an open window of any business or residence. If a sufficient crowd gathers to observe a performer such that the passage of the public through a public area is blocked or obstructed, a police officer or fire official may disperse that portion of the of the crowd that is blocking or obstructing the passage of the public. If a performer cannot conduct a performance in a location without blocking or obstructing the passage of the public, a police officer or

Commented [JL1]: The permit will have copies of photos?

fire official may cause the performer to leave the location but shall not prevent the performer from occupying another location in compliance with this section.

6. Performance space is allocated on a first-come, first-serve basis. Performance space shall not be reserved and no performer shall leave his/her instruments, props, equipment, or other items unattended, or otherwise occupy a performance space before 10:00 a.m. or after 8:00 p.m.
7. Not more than five performers may perform as a coordinated unit or group in one location. One performer will be dedicated as the account/license holder.
8. No performer shall construct, erect, or maintain any stage, platform, tent, canopy or similar structure for use during any performance. A table, not to exceed 30 inches by 30 inches in area, may be used by each performer. A performer may sit on a stool or chair while performing and make available a stool or chair for the public.
9. No performer may display a sign at the performance location not to exceed 12 inches by 18 inches. Signs shall not be located in the street or in a location to obstruct or block the passage of the public. A sign may display not more than the name of the performer and the type of performance. Any street performer sign must be approved by the city prior to the license approval.
9. No performer shall utilize any speaker, microphone or mechanical amplification device.
10. No performer shall generate any amplified sound.
11. No performer shall use any knife, sword, torch, flame, aerosol, spray paint, axe, saw, or other object, liquid, gas, toxin or carcinogen that could be flammable, explode or otherwise cause serious bodily injury to any person.
12. The use of animals is not permitted.
13. The use of chalk on the sidewalk is prohibited.
14. No performer shall plug any electrical device into any outlet, use generator, or use lighting.
15. No street performer shall engage in the application of tattoos or body piercing. No street performer shall include obscenity in a performance. No street performer shall engage in harassment or coercion of a passerby or other performer.
16. Busking is allowed on sidewalk or right-of-way provided that the performance and the congregated audience shall not interfere with the ingress and egress of any building, nor obstruct any handicapped access. A minimum of five feet of clearance on sidewalks and paths shall be maintained to allow the unobstructed flow of pedestrian traffic. In addition, buskers shall comply with any regulation of access or clearances as required by the Americans with Disabilities Act (ADA) or any other applicable state or federal regulation.
17. Busking is allowed in controlled public areas where an authorized street fair or public festival is being conducted, with the written permission of the fair or festival.

1115.09 - Miscellaneous provisions.

Subd. 1 Buskers may display one sign related to their performance that shall not exceed 24 inches by 18 inches. Busker signs do not require a license but may only be displayed during the performance. Signs shall not display profane, indecent, or vulgar text or imagery.

Subd. 2 Performers must wear appropriate clothing and maintain a neat, clean appearance at all times while performing. Performers must be fully clothed.

Subd. 4

Penalty. Any violation of this section is deemed a misdemeanor, as defined in Minnesota Statute §§609.02, subd. 3, currently a crime for which a sentence of not more than 90 days or a fine of not more than \$1,000, or both, may be imposed.

1115.11 - Prohibited activities. Subdivision 1. The following activities are prohibited under a busking license:

1. The selling of any item or exchange of goods for money or other compensation.
2. Massage, chiropractic treatment, or other physical manipulation.
3. Body painting, with the exception of the face.
4. Use of lights directed in a manner that causes potential safety issues to any audience or passerby.
5. Public indecency, even as an artistic display or performance. The use of profane, abusive, indecent or threatening language, behavior, or imagery.
6. Percussive beats, including any type of drums.
7. Performing under the influence of alcohol or illegal substances.
8. Engage in any activity that constitutes disorderly conduct as defined in Minnesota Statute 609.72.

Commented [JL2]: But they can play other instruments? The definition of busking includes playing music. This seems unnecessary and restrictive.

1115.13 - Discontinuance of license. Subdivision 1. The City may suspend a license at any time for any holder of a City busking license, pending a hearing before the City Council, when a peace officer or code enforcement officer determines that public health, safety or welfare is endangered by allowing the busking activity to continue.

SECTION THREE: Section 1115 General Provisions Appendix A: Fee Schedule of the City Code is hereby amended as indicated, with the new language underlined:

Business Licensing	Annual Fees Unless Indicated Otherwise
Busking license	<u>\$50 Annually</u>

SECTION FOUR: Effective Date. This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this _____ day of _____, 2025

MIKE O'DAY
President of the Council

Approved this _____ day of _____, 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

Published: One Time – _____

MEMORANDUM

TO: Mayor Badeaux and City Councilmembers
FROM: Nick Broyles, City Administrator
DATE: 19 May 25
SUBJ: City Administrator Report

In addition to routine administrative matters and in preparation of topics and business action items on the Council's work sessions and meeting agendas, the following is a summary of tasks and activities the City Administrator's office has been working on since the last report of 21 Apr 25.

Community Engagement

22 Apr: North Brainerd neighborhood meeting
30 Apr - 02 May: Annual MCMA Conference
12 May: Met w/Nate Oland for annual insurance meeting

Finance

Annual Audit: Financial auditors started fieldwork on the week of 28 Apr. The audit will be complete by the deadline of 30 Jun and will be presented to the City Council in July.

CGMC Action Alert: The Senate Taxes Committee passed their version of the Tax Omnibus Bill out of committee. The bill ([S.F. 2374](#)), authored by Senate Tax Chair Ann Rest (DFL-New Hope) makes a permanent cut of \$20 million a year to the local government aid program (LGA).

Human Resources

Legislative Session (scheduled to adjourn on 19 May): Changes to Minnesota's new earned sick and safe time (ESST) leave law have cleared their first major hurdle. [SF 2300](#), sponsored by Senator Judy Seeberger (DFL-Afton), passed off the Senate floor on May 6, with a bipartisan 38-29 vote. Senator Seeberger was joined by five other Democrats and 32 Republicans to pass the bill and send it to the House of Representatives for consideration. As amended, SF 2300 would make the following changes to the ESST law:

- Removes the "[effect on more generous sick and safe time policies](#)" section of statute and inserts new language that would cap ESST protections at 160 total hours of sick leave. The current law applies ESST protections to all sick leave provided by an employer beyond the required 80 hours.
- Exempts "micro-employers," which are defined as employers with three or fewer total employees.
- Allows employers to require employees provide advanced notice for using ESST, as "reasonably required by the employer."
- Permits employers to require documentation if the employee uses ESST for two consecutive days. Current law allows documentation requirements only after three consecutive days.
- Allows employers to prorate front-loaded ESST hours based on an employee's expected annual hours. Current law only allows an employer to frontload 80 ESST hours regardless of when an employee is hired.

Annual reviews are done for 2024.

Community Development

Country Manor: The Country Manor project, which includes 106 senior living and memory care units with an attached childcare facility, is progressing according to schedule. The building permits have been fully reviewed and approved by the Minnesota Department of Labor. The City of Brainerd has completed its review and issued a “will issue” letter contingent upon payment of the building permit fees. Consultants are currently working through the final stages of financing for the project and are planning on settlement at the end of May. County Manor has scheduled a groundbreaking ceremony for June 10th and are eager to begin construction.

Public Works/Utilities/Parks/Transit

24 Apr: Met w/John Forrest re: Rotary Park. He has an interest in expanding the park and applying for regional designation. PW and PU are discussing feasibility. If staff believes the idea has merit, it will be introduced to the Park Board.

25 Apr: Met with Blue Sky leadership to talk about transit services. More meetings to follow.

13 May: Met w/YMCA Executive Director Shane Riffle to discuss an expanded YMCA project.

Fire

13 May: A statewide request for resources for the fires in northern Minnesota was issued.

Brainerd is putting a crew together to deploy this afternoon. There will be no expense to the city. We will be reimbursed from the state through our agreement with MNDNR. Chief Holmes states that this will not impact local services. Update - engine crew with 4 firefighters left at 1500 hours (3PM) to be in Brimson MN by 1800 hours (6PM). They are working the night shifts on 13 and 14 May. Nisswa Fire is already there, and Little Falls and Deerwood Fire are heading there with our crew.

Technology

The newly integrated department is completing the hiring phase and gearing up for the improvements that will be possible with additional staff. The GIS Specialist begins 19 May, the Technology Specialist begins 21 May, and the Network Administrator is anticipated to begin mid-June.

Airport

07 May: The Airport Director resigned, and the Airport Commission is considering options moving forward. A special meeting was held on 15 May.

15 May: The Airport Commission met to discuss the resignation of Airport Director Steve Wright. The recommended severance package includes approval of a separation agreement. The basic terms of the separation agreement are that in exchange for a full release of claims, Mr. Wright will be placed on Paid Administrative Leave through June 2, 2025, and pay out of his accrued sick leave hours as of that date. The Commission designated members to oversee the Interim hiring process. The Commission asked that both the City and County include an advertisement on their websites for the Interim Airport Director position. Airport Staff will receive the applications and interviews for the top three applicants will be conducted at the June 5th Airport Commission meeting. The Commission will also discuss the actual Airport Director

job description, wage, job posting, etc. during its June 5th meeting. As done in the past, City HR Staff will assist the Commission when requested.

HRA

The HRA is working with City staff on putting together an application for the Greater Minnesota Housing Infrastructure Grant Program through Minnesota Housing that could potentially provide grant funding for the roadway, water and sewer infrastructure for the development of 9 twin homes in the Brainerd Oaks neighborhood. This program provides one-time dollars to outstate communities to help offset some of the cost of infrastructure to municipalities and developers in support of additional housing development. This application will be on an upcoming Council agenda for review and approval to proceed. The deadline for applications is 12 Jun 25.

Bargaining Units - Activities/Updates

Teamsters (Police Lieutenant and Sergeants): Final issues that will be decided during arbitration have been certified by the Bureau of Mediation Services (BMS). The deadline to provide the final positions on those issues is due on 14 May. BMS will provide a list of arbitrators for consideration.

United Steel Workers (Hydro): City Council approved the Tentative Agreement Summary for this Union on 05 May. Staff is working with the union to finalize the 2025-2027 contract updates.

Suspense Tracker

Subject	Start Date	Companies	Notes	% Complete	Status	Due Date
Transit Consultant Review	4/7/2025	Public Works	3rd party BlueSky has an extreme amount of Non-Performance Issues causing staff to have State conduct a Consultant Review. Informed CM Czczok: 4/3/25, 4/25/25, Then started to inform all SPW members: 4/30/25	5%	In Progress	6/2/2025
Rural Service District Ordinance		Community Dev	Review of Draft Ordinance (Complete) 1st Reading (Complete) Letters mailed to designated property owners 5/12 2nd Reading & Public Hearing 6/2	75%	In Progress	6/2/2025
BlockMetrix- Site Control	8/1/2024	Community Dev	Purchase and Development Agreement- needs to be executed by BM Power Agreement- needs to be executed by BM Building Permits- have been applied for EDA will direct staff on next steps regarding the PDA at the June 5th meeting	50%	In Progress	6/5/2025
Ordinance to Amend Off-Street Parking – Allowing Unimproved Surfaces in General Industrial		Community Dev	Planning Commission Reviewed Draft Ordinance (complete) Planning Commission Reviews Ordinance and Holds Public Hearing 5/21	50%	In Progress	6/16/2025
Ordinance to Amend Screening Requirements – Outdoor Sales		Community Dev	Planning Commission Review Draft Ordinance (complete) Planning Commission Reviews Ordinance and Holds Public Hearing 5/21	50%	In Progress	6/16/2025
Code Enforcement Ordinance		Community Dev	Review Draft Ordinance 5/19	25%	In Progress	7/7/2025
Amended Allowed Use Table – Zoning Code		Community Dev	Initial Planning Commission Review of Revised Allowed Use Table 5/21 Planning Commission Review and Direct Changes 6/18 Planning Commission Public Hearing 7/16	10%	In Progress	8/4/2025
Improved Signage Ordinance		Community Dev	Reviewed Example Ordinances and Selected New Proposed Language (complete) Planning Commission Draft Review 6/18	10%	In Progress	8/18/2025
SRTS Lowell		Public Works	Award Bid (complete) Construction	75%	In Progress	10/1/2025
Improvement 23-12 Beech		Public Works	Order Improvement (DONE) Authorize Bid Award Bid Construction Declare Costs/Set PH for Assessments 2ND MEETING SEPTEMBER Assessment PH 2ND MEETING OCTOBER Assessment Finalized 2ND MEETING OCTOBER Payment of Assessment DECEMBER 1ST TO COUNTY	50%	In Progress	10/20/2025

Improvement 17-12 Wright		Public Works	Authorize Bid (DONE) Award Bid Construction Declare Costs/Set PH for Assessments 2ND MEETING SEPTEMBER Assessment PH 2ND MEETING OCTOBER Assessment Finalized 2ND MEETING OCTOBER Payment of Assessment DECEMBER 1ST TO COUNTY	50%	In Progress	10/20/2025
Improvement 23-14 Hawkins		Public Works	Order Improvement/Authorize Bid (DONE) Award Bid Construction Declare Costs/Set PH for Assessments 2ND MEETING SEPTEMBER Assessment PH 2ND MEETING OCTOBER Assessment Finalized 2ND MEETING OCTOBER Payment of Assessment DECEMBER 1ST TO COUNTY	50%	In Progress	10/20/2025
Improvement 23-16 S Brd Resurface		Public Works	Award Bid (DONE) Construction Declare Costs/Set PH for Assessments 2ND MEETING SEPTEMBER Assessment PH 2ND MEETING OCTOBER Assessment Finalized 2ND MEETING OCTOBER Payment of Assessment DECEMBER 1ST TO COUNTY	50%	In Progress	10/20/2025
M Street Outfall		Public Works	Award Engineering (DONE) Council approved to include the fence repair with project, but not the Outfall. Mike will be informing the property owner fence will be repaired.	10%	In Progress	10/20/2025
Shoreland Ordinance		Community Dev	DNR E-mailed Staff Indicating the City must update its Shoreland Ordinance Staff have Begun Researching Other Municipalities' Shoreland Ordinances	5%	In Progress	12/31/2025
Fire Station #1 Renovation	3/10/2025	Fire	On 4/22/25 met with Widseth and sub-contractors to review scope of work and cost estimates. On 4/28/25 met with Widseth. Walk throughs with Nor-son and Hytec to review scope of work and cost estimates. 5/9/25 Widseth is going to start working on the DNR permit process. 5/12/25 Widseth onsite shooting grades for bluff setback confirmations.	10%	In Progress	
Country Manor		Community Dev	Development Agreement (executed) Tax Abatement Agreement (executed) Cost Share Agreement CWC (executed) Conduit Debt PH 3/17 (Complete) Conduit Debt Agreement 3/17 (executed) Will Issue Letter 5/12 (executed) Issue Conduit Debt (5/28) Groundbreaking Ceremony (6/10)	90%	In Progress	

Airport Resolution		Administration	The Airport Commission received the information. Member Yeager has requested information from staff regarding financials. Staff continues work on resolution.	25%	In Progress	
Codification		Administration	Initial talks have taken place. Need to develop a schedule. Staff is working to do this internally.	0%	Not Started	
805 Laurel		HRA	Developer is working on financing	25%	Waiting	
Orderly Annexation		Community Dev	Staff is coordinating with the Crow Wing County City Council directed staff to resolve connection charge issues and the Rural Service District prior to moving forward with annexation Ordinance 1581 is set to eliminate future use of Rural Service District	25%	In Progress	
Pedestrian Bridge		Public Works	Staff is pursuing funding opportunities	25%	Waiting	
Wastewater Reclamation		Public Utilities	Staff is pursuing funding opportunities Awarded \$5 million in Congressional Spending	25%	Waiting	
Hydrodam		Public Utilities	Staff is pursuing funding for turbines	25%	Waiting	



City Council Agenda Request

MEETING DATE: May 19, 2025

TITLE OF ITEM: Adopt Resolution - Petition Sufficiency and Set Public Hearing - N. 9th Street Vacation

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): 2 Minutes

SUMMARY OF ISSUE: Attached to this request is a resolution in which declares the sufficiency of the attached petition to vacate a portion of North 9th Street in North Brainerd submitted by Saint Francis Church, the owner of the parcels adjacent to North 9th Street between Juniper and Ivy Streets.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS: The resolution simply declares the sufficiency of the petition to start the process of street vacation. This resolution accepts the petition from St. Francis Church and sets a public hearing to hear testimony for or against the said street vacation. After testimony is received and public notice is mailed to effected residents, the City Council will have the choice to vacate the right of way at the meeting on June 16th, 2025 after the public hearing takes place.

RECOMMENDED ACTION/MOTION: Staff recommends adoption of the attached resolution which declares the petition to vacate a portion of North 9th Street sufficient and sets the public hearing for June 16th, 2025.

FINANCIAL IMPACT: N/A

RESOLUTION
NO _____

**A RESOLUTION DECLARING SUFFICIENCY OF PETITION AND SETTING A PUBLIC
HEARING ON A VACATION COMMENCED BY A PETITION OF A MAJORITY OF
ABUTTING LANDOWNERS**

WHEREAS, a petition signed by the majority of property owners abutting a portion of North 9th Street in the City of Brainerd and was received by the City Clerk on the 28th of February, 2025; and

WHEREAS, the petition requested that the City Council pursuant to Minnesota Statute §412.851 vacate a portion of North 9th Street lying between Juniper Street and Ivy Street legally described as:

That portion of 16th Street Southeast lying between the north right-of-way line of Juniper Street and the south right-of way line of Ivy Street adjacent to all or portions of Lots 1-12, Block 100 of Original Town of Brainerd and West ½ of Block 98 of Original Town of Brainerd.

WHEREAS, the City Clerk has reviewed and examined the signatures on said petition and determined that such signatures constitute a majority of the landowners abutting upon the portion of each street to be vacated; and

WHEREAS, a copy of said petition is attached hereto.

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

The Council will consider the vacation of such street and a public hearing shall be held on such proposed vacation on the 16th day of June, 2025, before the City Council in the City Hall located at 501 Laurel Street, Brainerd, MN 56401 at 7:30 p.m. and;

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Adopted this 19th day of May 2025

MIKE O'DAY
President of the Council

Adopted this 20th day of May 2025

DAVE BADEAUX
Mayor

ATTEST: _____
NICHOLAS W. BROYLES
City Administrator

RECEIVED

FEB 28 2025

CITY OF BRAINERD
ADMINISTRATION

PETITION FOR STREET OR ALLEY VACATION

Date 2-27, 2025

Brainerd, Minnesota

To the City Council of Brainerd, Minnesota:

We, the undersigned, owners of real estate abutting on the following described street or alley hereby petition that such street be vacated as follows:

North 9th Street between Juniper Street and Ivy Street (properties that abut North 9th Street in this location include all or portions of Lots 1-12, Block 100 of Original Town of Brainerd and West ½ of Block 98 of Original Town of Brainerd). Please refer to attached map.

in accordance with the provisions of Brainerd City Code Section 810 and Minnesota Statute 412.851.

<u>NAME</u>	<u>ADDRESS</u>	<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>
<u>St. Francis Catholic Church</u>	<u>817 Juniper Street</u>	<u>See Attached Sheet</u>	<u>Michael Larry</u>
<u>St. Francis Church Brainerd</u>	<u>404 North 9th Street</u>	<u>See Attached Sheet</u>	<u>Michael Larry</u>
<u>St. Francis Catholic Church</u>	<u>412 North 9th Street</u>	<u>See Attached Sheet</u>	<u>Michael Larry</u>
<u>St. Francis Church Brainerd</u>	<u>416 North 9th Street</u>	<u>See Attached Sheet</u>	<u>Michael Larry</u>
<u>St. Francis Church Brainerd</u>	<u>418 North 9th Street</u>	<u>See Attached Sheet</u>	<u>Michael Larry</u>
<u>St. Francis Church Brainerd</u>	<u>424 North 9th Street</u>	<u>See Attached Sheet</u>	<u>Michael Larry</u>

STATE OF MINNESOTA }
 }
COUNTY OF CROW WING }

FR. MICHAEL GARY, being duly sworn on oath, deposes and says that he/she is the property owner in regard to the above entitled petition; that he/she has read the foregoing petition which includes the signatures of abutting property owners and knows the contents and signatures thereof; and that the same are true of his own knowledge, save and except as to those matters therein stated on information and belief, and to such matters, he/she believes it to be true.

Fr Michael Gary

Subscribed and sworn to before me

this 27 day of February, 2025

Melissa Marie Phelps
Notary Public



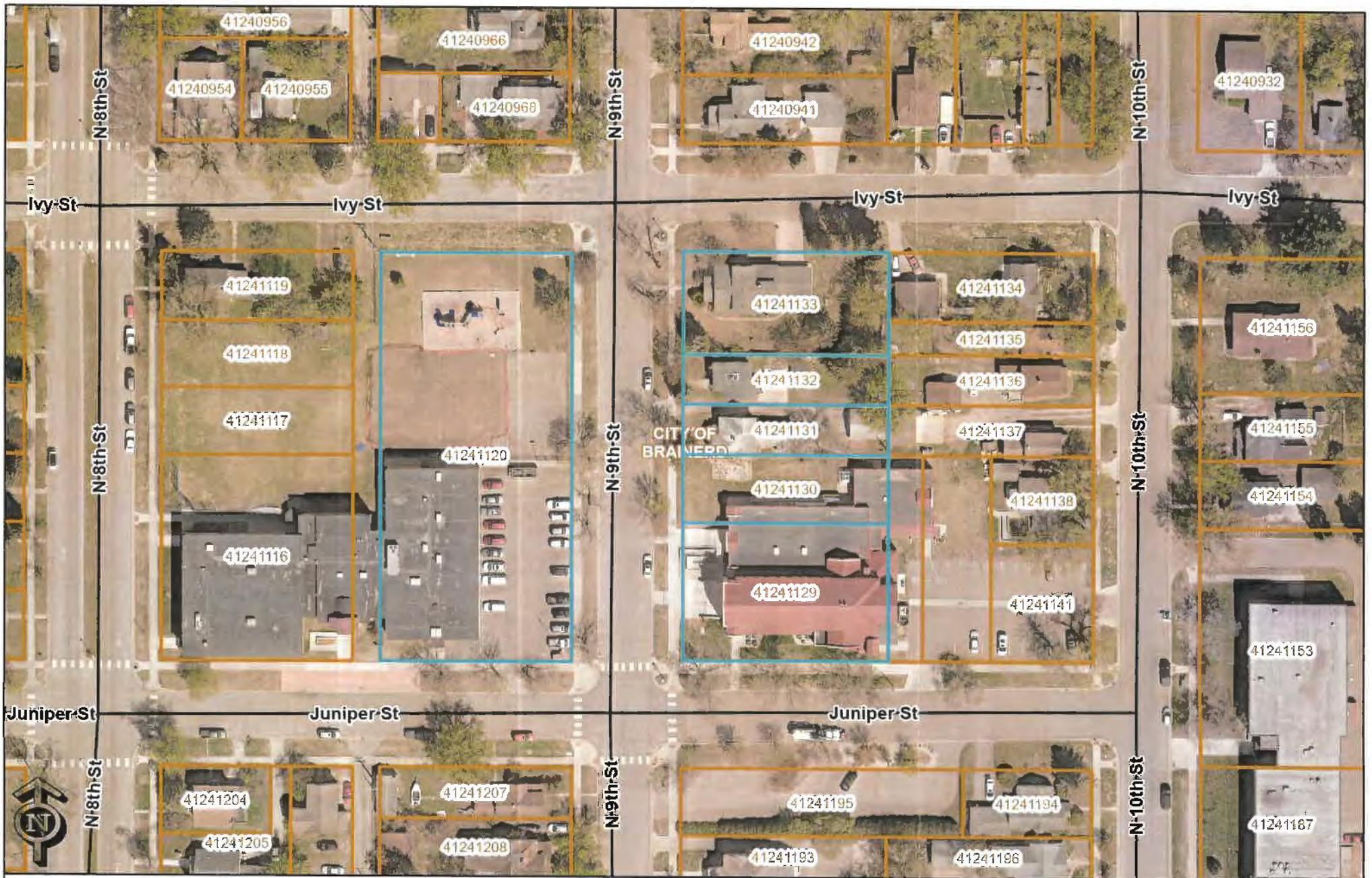
North 9th Street Legal Descriptions

1. St. Francis Catholic Church, 817 Juniper Street, Lots 1 thru 12 Inclusive Block 100 Exempt
2. St. Francis Church Brainerd, 404 North 9th Street, Lots 21 thru 24 Inclusive Block 98 also desc. as follows; Comm. at SW Corner of Block 98, then E. 150 Ft, N. 100 Ftw. 150 Ft., S. 100 Ft.
3. St. Francis Catholic Church, 412 North 9th Street, Lots 19 and 20 Block 98
4. St. Francis Church Brainerd, 416 North 9th Street, S. 1/2 of Lot 17 Block 98 and All of Lot 18 Block 98 also known as; S. 37 1/2 Ft of the NW 1/4 of Block 98.
5. St. Francis Church Brainerd, 418 North 9th Street, N 1/2 of the S 1/2 of the NW 1/4 Block 98
6. St. Francis Church Brainerd, 424 North 9th Street, Lots 13 thru 15 Inclusive Block 98

RECEIVED

FEB 28 2025

**CITY OF BRAINERD
ADMINISTRATION**



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

North 9th Street Street Vacation Petition

Date: 1/14/2025 Time: 7:41 AM



City Council Agenda Request

MEETING DATE: May 19, 2025

TITLE OF ITEM: Consider Revising Corner Lot Fence Requirements

AGENDA: Main

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Gabe Johnson, Councilmember, James Kramvik, Community Development Director

DEPARTMENT: Community Development

PRESENTER: Gabe Johnson, Councilmember, James Kramvik, Community Development Director

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

According to Section 515-4-11 Fence Standards of the Zoning Code, fences may be located in any yard up to a height of four (4) feet. A fence up to six and one-half (6½) feet high may be erected from a line extended from the front façade of the principal building to the side lot lines, and then along the side lot lines and the rear lot line (see Figure 515-4-11.1).

Corner lots have two front facades as the house faces two streets. Permitted corner lot fence construction is depicted in Figure 515-4-11.1, which is included as an attachment.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Corner lot property owners consistently have issues with the construction of backyard privacy fences. The fence often bisects the property, splitting the backyard in half. Staff have attached two images of houses within one block of each other that have rear yard fence issues because the primary structure is set far from the side yard corner setback. Along with Council Member Johnson, staff recommend potential changes for corner properties in which a rear yard abuts an alley. Variances should not be a remedy for these instances due to the high volume of properties that experience the same difficulties. The findings would not indicate a practical difficulty unique to the site.

However, staff do not recommend a change for corner properties that abut another property line as the increase in fence height may impact the neighboring property's front yard. Variances should be reserved for those instances.

Example Language: For corner properties, if the rear yard abuts an alley, a fence up to six and one half (6½) feet high may be erected from a line extended from the rear corner of the principal building to the side lot lines, and then along the side lot lines and the rear lot line.

RECOMMENDED ACTION/MOTION:

Direct staff to draft an ordinance with the above language for the Planning Commission to consider.

FINANCIAL IMPACT: N/A

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: May 19th, 2025

RE: Consider Revising Corner Lot Fence Requirements

AERIAL MAP

Current ordinance - allowable six-foot fences depicted in red



Proposed language - allowable six-foot fences depicted in red



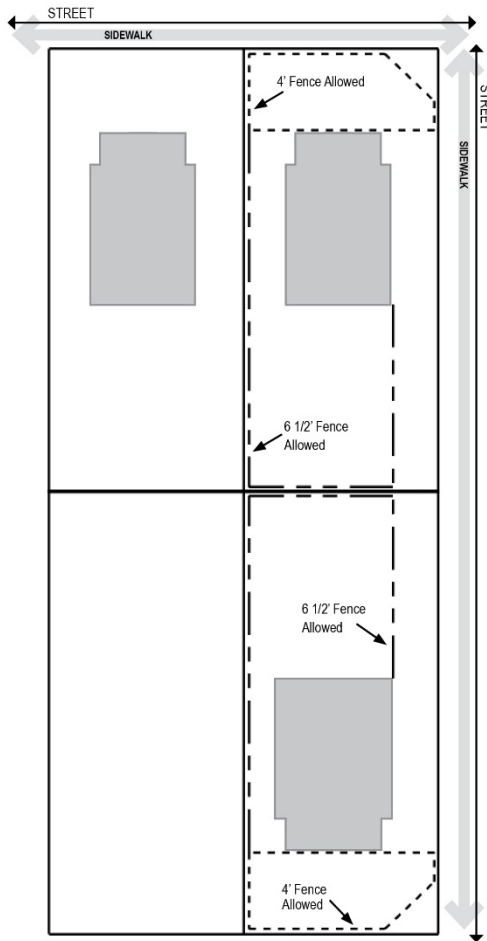
BRAINERD, MN
Chapter 515 ZONING

515-4-11 Fence Standards.

- A. **Permit Required.** A fence permit is required for any fence, partition, structure, wall, or gate constructed within the required yard.
- B. **Fence Exemptions.** Fences which are ninety (90) percent open (barb wire, chain link, woven wire, and other similar type fences) which are used for containing non-domestic animals within the RL-1, RL-2 and GL Zoning Districts are not subject to the provisions of this Section and do not require a fence permit.
- C. **Fencing Sketch Plan.** An application for a fence permit shall be accompanied by a scaled Sketch Plan providing lot dimensions, the location of existing buildings, structures, and easements on the lot, and the location of the proposed fence. Burden of proof for property line and pin locations shall be the responsibility of the property owner.
- D. **Fence Location.** All fences or walls shall be located entirely within the property of the person or firm constructing the fence unless the owner of the adjoining property agrees, in writing, that such fence may be erected on the common property line of the respective properties.
1. No fence or wall shall be permitted on public rights-of-way.
 2. Traffic visibility requirements set forth in the Base Zoning District shall be met.
 3. No fence or wall shall obstruct natural drainage or extend within a wetland, drainage ditch, stream, or river.
 4. Fences may be constructed within utility and drainage easements with the written permission of the Zoning Administrator.
 5. Wire fences other than chain link are not permitted within five (5) feet of the property line.
 6. All fences shall be located at least four (4) feet from an alley right-of-way.
- E. **Fence Construction and Maintenance.**
1. Every fence shall be constructed in a professional manner and of substantial materials reasonably suitable for the purpose for which it is intended. The materials and design shall be compatible with other structures in the area in which the fence is located and shall not cause blight or a negative impact.
 2. Every fence shall be regularly maintained and shall not become or remain in a condition of disrepair or constitute a nuisance.
 3. All posts or similar supporting devices used in the construction of fences shall face inward toward the property being fenced. That side of the fence considered to be the face shall be oriented toward abutting property or rights-of-way.
 4. Electric and barb wire fences are prohibited in residential districts.
 5. Within non-residential districts, barbed wire may be attached to the tops of fences with the following conditions:
 - a. Fences shall be a minimum of eight (8) feet in height exclusive of the security arm.
 - b. The security arm shall be angled in such a manner that it extends only over the property of the permit holder.
 - c. Wire security fencing shall not be permitted within the required front yard or along a property line abutting a residential use.
 6. Solid walls, including retaining walls in excess of forty-eight (48) inches in height require a building permit.
 7. The good or finished side shall face the neighboring property.
 8. All fences that completely enclose an area shall contain a gate to provide public safety access.
- F. **Fence Height.**

BRAINERD, MN
Chapter 515 ZONING

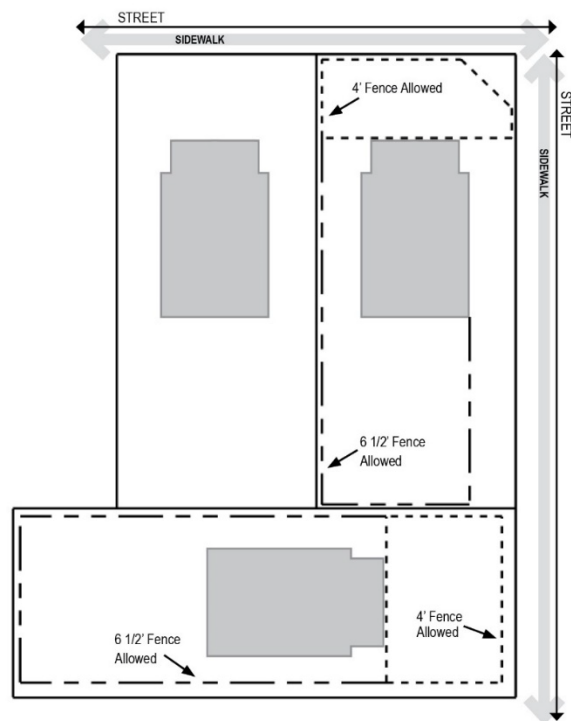
1. Fences may be located in any yard up to a height of four (4) feet.



2. Except as prohibited by Section [D] a fence up to six and one half (6½) feet high may be erected from a line extended from the front façade of the principal building to the side lot lines, and then along the side lot lines and the rear lot line (see Figure 515-4-11.1).

3. Fence height shall be measured from the adjacent ground level to the top of the fence section on the side facing the neighboring property. Fence posts above the fence section and ornamental post features are exempt from the height limits.

Figure 515-4-11.1 Fence Height Lot Diagrams



4. Height Exceptions.

- a. Fences for sport courts may be up to 12 feet in height with ten (10) foot setback from any property line, and must be located behind the principal structure
- b. Residential fences up to eight and one half (8½) feet in height are permitted along a property line abutting a commercial, industrial, or semi-public use or non-residential zoning district.
- c. Non-residential fences up to eight and one half (8½) feet in height are permitted. Such fences in a front yard must be ninety (90) percent open.
- d. Fences taller than eight and one half (8½) feet in non-residential districts require a Conditional Use Permit.

From: [Gabe Johnson](#)
To: [James Kramvik](#)
Cc: [Nick Broyles](#); [Mike ODay](#)
Subject: Fence Ordinance
Date: Tuesday, May 13, 2025 5:32:15 PM

James,

Thank you for meeting with me and my constituent today to discuss their fence predicament.

I am emailing to request you add an item to new business for the council to consider revising our fence rules placed on corner lots, specifically setback requirements.

Please prepare a recap of the specific property on 12th St and a potential path forward for any changes.

Thanks,

Gabe



May 15th, 2025

Dear Brainerd City Council Members,

Brainerd Community Action, in partnership with The Panda Project, is excited to propose the launch of a *Hometown Heroes Recognition Project* along Laurel Street to honor local veterans and active-duty military personnel.

This idea originated with a conversation with Tim Houle while he was still in his role as Crow Wing County Administrator. What is envisioned is a way to recognize and celebrate our longstanding history of service in the Brainerd Lakes Area. We would like permission to place personalized banners along the stretch of Laurel Street between Brainerd City Hall and the Crow Wing County Government buildings. These banners would highlight individuals from our community who have served or are currently serving in our nation's armed forces.

Banners would be available for purchase through a fundraising campaign, and at the end of each season, they would be returned as keepsakes to the individuals or families who sponsored them, with the option to display them again in future years.

The project timeline would see banners installed beginning each May and remaining in place through the summer. The light poles in this area are already equipped with upper banner hardware. To move forward, we respectfully request permission to ask Brainerd Public Utilities to assist by installing the necessary hardware on the bottom sections of the poles to properly secure the banners. We are not requesting any financial contribution from the City or BPU, just this logistical and staffing support. We would also be willing to take on the installation and removal of the banners as well to help keep the burden to The City a minimum.

This project provides a heartfelt way for Brainerd to honor its service members while beautifying our public spaces and strengthening community pride. We appreciate your consideration and would be glad to meet with city and BPU staff to outline the next steps if there is interest in this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Badeaux", is written over a light blue rectangular background.

Dave Badeaux

Executive Director

On behalf of the Board of Directors



**BRAINERD
HOMETOWN
HERO**



**JOHN
JOHNSON**

Hometown
HEROES



**HONOREE
NAME**
SERVICE BRANCH

2
8:00 AM
TO
6:00 PM





May 15th, 2025

Dear Brainerd City Council Members,

Brainerd Community Action is writing to propose a creative collaboration with the City of Brainerd and Brainerd Public Utilities (BPU) to bring vibrancy and visual interest to our downtown area through the painting of electrical utility boxes.

Across the country, cities have partnered with local artists to transform plain utility boxes into unique pieces of public art. These mini-murals have been shown to discourage graffiti, spark community conversation, and enhance public spaces with local creativity. We believe this initiative aligns with Brainerd's goals of fostering a vibrant, walkable downtown and supporting the arts.

We would like to begin this effort on a small scale by working with one or two local artists to paint selected boxes in and around the downtown area. Our preferred starting point is the utility box located at the corner of Laurel and 6th Streets, adjacent to City Hall. Pending approval and success of the pilot effort, we hope to expand the program over the coming years to additional locations across the city.

We understand that these boxes are the property of The City under BPU and we would coordinate closely with them on logistics, box selection, and maintenance considerations. We are not in need of any financial involvement – we are only asking to move forward collaboratively.

Thank you for considering this initiative that aims to inject energy, color, and local flair into our downtown environment. We would be happy to provide sample designs, artist proposals, or meet with representatives from the city and BPU to discuss details further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Badeaux", is written over a light blue rectangular background.

Dave Badeaux

Executive Director

On behalf of the Board of Directors





We all deserve better

CLERGY VIEW

By the Rev. Leslie Moughty - First Congregational United Church of Christ, Brainerd

Rev. Leslie Moughty's article in the Brainerd Dispatch today is well written and clear that we are called to care for our neighbors. When we treat people with dignity, they rise. When we show our compassion, we rise. The programs and shelter that Bridges of Hope offer harms no one. I helps everyone.

In the 10 years I have served as a pastor here in Brainerd, I have watched the available services for people in crisis change and evolve. Our community has long struggled to reliably help people experiencing homelessness. Over the last few years, I have been thrilled to see the development of new services and solutions in recent years such as the Creekside Community of My Neighbor to Love, Lighthouse Beginnings and the Open Arms Community Center, and the Bridge on 7th Shelter. It seemed like this community might finally be making some really good progress toward creating sustainable and multi-pronged solutions for people lacking shelter.

** Please reconsider your decision to close the shelter. Mary Adgerard*

That is until the Brainerd City Council meeting that took place in August 2024. I sat in disbelief as our elected leaders voted to ban "camping" on all public property — effectively criminalizing the mere existence of our unhoused neighbors. I could hardly believe what I was witnessing: a decision that chose punishment over compassion, and fear over love. Council members responded to those of us who spoke against the passing of the ordinance by telling us that we were welcome to bring them ideas for other solutions to the problem. So I held out hope, believing that this new challenge would bring the community together to come up with new ideas for reducing homelessness in our area.

Return pride to the Brainerd lakes area by providing shelter and dignity to the unhoused.
And yet... One of the easiest solutions was recently rejected by the Brainerd City Council. A few weeks ago, The Bridge on 7th submitted a permit request to operate its emergency shelter year-round. This request did not ask for funding, or changes to the city code. And yet the council rejected the permit. I struggle to understand how a group of people can first make it illegal to sleep in public and then refuse to allow the only legal option to continue its operations. If you don't have a home, and it is illegal to sleep in public (even in your car) and there is no available shelter, what does the city council expect people to do?

As a follower of Christ, I am called to love my neighbor. Jesus did not say "love your neighbor when it is convenient" or "love your neighbor only when it's comfortable." He said, "love your neighbor as yourself" (Mark 12:31). It is devastating to see our city turn its back on our most vulnerable neighbors and run counter to the values of compassion, justice and mercy that should define our community.

The Bridge on 7th is the only emergency shelter in the Brainerd area. It provides a vital lifeline

to individuals experiencing homelessness, offering a warm bed, a connection to a network of resources, and a chance to stabilize their lives. Yet, rather than support their effort to meet a growing and year-round need, our city leaders voted to block the only option for safe and legal emergency shelter in the entire county.

Brainerd's own zoning code is ill-equipped to address the modern realities of homelessness. We allow recreational vehicles to park temporarily on residential properties for up to 30 days, but we cannot find it in our hearts to allow year-round shelter to human beings who have nowhere else to turn? This is not justice; it is bureaucratic cruelty.

National advocacy groups like Housing Not Handcuffs have long pointed out that criminalizing or restricting homelessness does not solve the problem — it only makes it worse. The real solutions lie in providing stable, dignified housing first, combined with supportive services. This is what organizations like My Neighbor to Love Coalition and The Bridge on 7th are working toward, but the recent actions of the city council continue to undermine their efforts.

The Bridge on 7th is not asking for handouts from taxpayers. They have already secured funding for their operations. They are simply asking for permission to continue their ministry of mercy year-round. They offer stability, hope, and a pathway forward for our neighbors who have fallen on hard times. To deny them is to deny Christ Himself, who said, "Whatever you did for one of the least of these brothers and sisters of mine, you did for me." (Matthew 25:40).

As a Christian, as a pastor, and as a citizen of Brainerd, I call on the City Council to revisit this decision immediately. If our current ordinances stand in the way of compassion, then it is time to change the ordinances. If neighbors fear the presence of the homeless in their midst, then it is time to challenge that fear with love. We have the opportunity to lead by example. To show that a small city can be a great city — not because of our prosperity, but because of our generosity. Not because of how we treat the powerful, but how we care for the least among us.

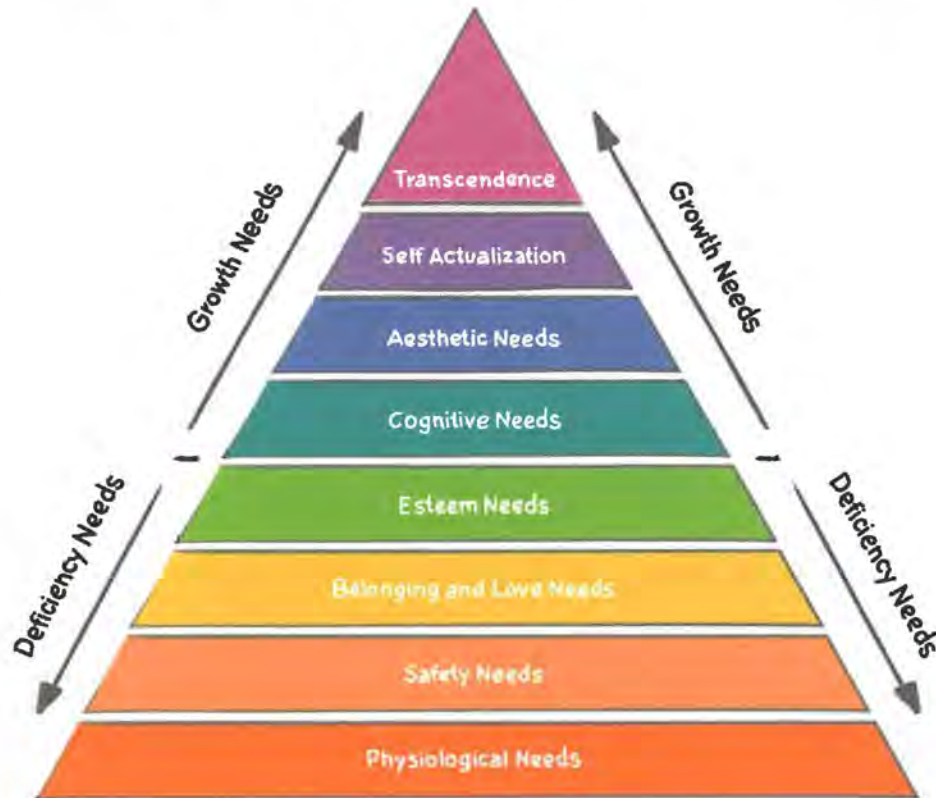
Let us not harden our hearts. Let us choose mercy over regulation, compassion over convenience, and action over apathy.

I urge every reader who believes in justice, mercy, and love to speak up. Contact the Brainerd City Council. Let them know that denying shelter to our unhoused neighbors is unacceptable. Demand that they reverse their decision and support year-round operations of The Bridge on 7th shelter. Our homeless neighbors deserve better.

We all deserve better.

In case you didn't study these in school, or forgot them

MASLOW'S MOTIVATION MODEL



Changes to the original five-stage model are highlighted and include a seven-stage model and an eight-stage model; both developed during the 1960s and 1970s.

- ★ 1. **Biological and physiological needs** – air, food, drink, shelter, warmth, sex, sleep, etc.
- 2. **Safety needs** – protection from elements, security, order, law, stability, freedom from fear.

When a person's basic needs aren't met, it is impossible for them to focus on any other aspect of life. IF you don't have a home, how do you get a job? Who employs the homeless?

3. **Love and belongingness needs** – friendship, intimacy, trust, and acceptance, receiving and giving affection and love. Affiliating, being part of a group (family, friends, work).
4. **Esteem needs** – which Maslow classified into two categories: (i) esteem for oneself (dignity, achievement, mastery, independence) and (ii) the need to be accepted and valued by others (e.g., status, prestige).
5. **Cognitive needs** – knowledge and understanding, curiosity, exploration, need for meaning and predictability.

Cognitive needs drive our pursuit of knowledge and understanding.

For instance, a student's desire to understand complex mathematical theories, a traveler's curiosity about diverse cultures, or an individual's quest for life's deeper meanings all exemplify these needs.

Meeting these needs facilitates personal growth, comprehension, and a deeper understanding of life and its complexities.

- Fulfilling these needs leads to a deeper sense of satisfaction and harmony in life, as individuals seek environments and experiences that are pleasing and resonant with their sense of beauty.

This involves the appreciation and pursuit of art, music, nature, and other forms of aesthetic expression.

Fulfilling these needs isn't just about physical beauty but also the emotional and psychological satisfaction derived from experiencing order and elegance.

7. **Self-actualization needs** – realizing personal potential, self-fulfillment, seeking personal growth, and peak experiences.

8. **Transcendence needs** – A person is motivated by values that transcend beyond the personal self. Beyond self-actualization, they represent the human desire to connect with a higher reality, purpose, or the universe.

This level emphasizes altruism, spiritual connection, and helping others achieve their potential.

Individuals seek experiences that move beyond personal concerns, aiming to achieve a deep sense of unity, understanding, and belonging within the vast expanse of existence.

Examples of transcendence needs include mystical experiences and certain experiences with nature, aesthetic experiences, sexual experiences, service to others, the pursuit of science, religious faith, etc.).

Self-Actualization Needs

Instead of focusing on psychopathology and what goes wrong with people, Maslow (1943) formulated a more positive account of human behavior which focused on what goes right.

He was interested in human potential, and how we fulfill that potential.

Psychologist Abraham Maslow (1943, 1954) stated that human motivation is based on people seeking fulfillment and change through personal growth. Self-actualized people are those who are fulfilled and doing all they are capable of.

Bethlehem Evangelical Lutheran Church - ELCA

418 8th Avenue NE Brainerd, MN 56401

218-829-3330

April 28, 2025

Dear Brainerd City Council Members,

On behalf of Bethlehem Lutheran Church, we write to express our strong support for Bridges on 7th Overnight Shelter and to respectfully request that the City Council reopen the conversation regarding its year-round operation and reinstating the three-year permit.

At our recent congregational meeting, a motion was made from the floor to offer our support for the Bridges on 7th shelter. The motion passed with a unanimous vote — a reflection of the deep and shared commitment among our members to care for our neighbors in need.

As a faith community, our call to love and serve our neighbors compels us to advocate for those who are most vulnerable. Since the shelter's inception, many of our members have volunteered during its open season and have witnessed firsthand the critical role it plays in offering safety, dignity, and a path forward for those experiencing homelessness.

The shelter's outcomes reflect its success and responsible stewardship:

- More than 50 individuals have transitioned into permanent housing this season alone.
- Approximately 70% of guests stayed for two weeks or less, demonstrating the shelter's focus on short-term stabilization.
- No negative complaints have been filed by neighboring businesses.

Of the 119 total calls since August 2021, 36 were for emergency medical services, and only four individuals were from outside the local area.

While Bridges on 7th was originally envisioned as a seasonal "warming" shelter, the needs of our community have evolved. With the City's ordinance prohibiting sleeping outdoors, individuals without shelter now have no legal or safe alternatives during the warmer months. The need for shelter no longer corresponds only to the cold — it is a year-round necessity for the health, safety, and dignity of all who live in Brainerd.

We believe reopening the conversation about year-round operation is not only reasonable but necessary, given these realities. It is an opportunity to align city policies with the compassionate values that define our community and to work collaboratively toward solutions that serve both public safety and human dignity.

We appreciate your service to our city and your thoughtful consideration of this request. Bethlehem Lutheran Church stands ready to continue working alongside others in building a community where hope and care are extended to all our neighbors.

With hope and compassion,



President



Vice-President



Director, Service and Evangelism Board



Senior Pastor, Bethlehem Lutheran Church

We are called into compassionate community by the Holy Spirit through the confession of the gospel of Jesus Christ to publicly confess the faith of the Triune God; in, under, and with our daily callings in the community of God's world.

From: [John Davis](#)
To: [Nick Broyles](#)
Cc: [Toni Gage](#)
Subject: RE: Concerned Citizen & Witness
Date: Monday, May 12, 2025 9:38:50 AM
Attachments: [image001.png](#)

To: Alderman Czczok and Fellow Council Members

Jeff,

Thank you for bringing this to my attention. Mr. Strobel is alleging misconduct, and it is within his rights to file a complaint with the police department. As per our internal affairs process, Deputy Chief Runde would initiate an investigation, and his findings would be reported directly to me. To uphold the integrity of this process, it would be inappropriate for me to provide any discussion or comment on this matter at this time.

Thanks,
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 <jcczczok@ci.brainerd.mn.us>
Sent: Monday, May 12, 2025 6:24 AM
To: John Davis <John.Davis@ci.brainerd.mn.us>
Cc: Nick Broyles <nbroyles@ci.brainerd.mn.us>
Subject: FW: Concerned Citizen & Witness

Good morning, John,
Just forwarding this as it appears you might not have received it.
Also, I consider Nathan a good friend and this email is the first I learned of this when opening my emails this morning.
I'd be open to discussing this if you desire.
There was one other email which was sent to all elected officials at 4:06pm, and appears to be identical to the first in Nathan's thread below if you want it, let me know.

Thanks, Jeff

From: nathan strobel
Sent: Sunday, May 11, 2025 3:25 PM
To: Gabe Johnson <gjohnson@ci.brainerd.mn.us>; Jeff Czczok <jcczczok@ci.brainerd.mn.us>; Kelly Bevens <kbevans@ci.brainerd.mn.us>; Tad Erickson <terickson@ci.brainerd.mn.us>; Mike ODay

<moday@ci.brainerd.mn.us>; Kevin Yeager <kyeager@ci.brainerd.mn.us>; Kevin Stunek <kstunek@ci.brainerd.mn.us>; Dave Badeaux <dbadeaux@ci.brainerd.mn.us>

Subject: Re: Concerned Citizen & Witness

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

After reading over the bottom part of the email Overview "Reasonable Suspicion As Applied to a Stop & Frisk" disregard.

On Sun, May 11, 2025 at 2:09 PM nathan strobel wrote:

To: Brainerd City Council

From: Nathan Strobel – Concerned Citizen & Witness

Date: May 11, 2025

Subject: Concerns Regarding Police Interaction – Incident on May 10, 2025 – Brainerd, MN

Executive Summary:

This report details an interaction between a Brainerd Police Officer. I did not ask for his badge number or a supervisor because I was censored about retaliation from the officer on May 10, 2025, at approximately midnight near Maximum Motorsports. The interaction raises serious concerns regarding the appropriate use of reasonable suspicion by law enforcement, specifically the demand for identification under circumstances where no immediate evidence of wrongdoing existed. I recommend updated guidelines for the Brainerd Police Department to ensure consistent and lawful practices when approaching individuals assisting others.

Background of Incident:

On May 10, 2025, at approximately midnight, I was assisting my friend, Brian Hogstad, in pushing his motorcycle to Maximum Motorsports for repairs. We were walking side streets to avoid any traffic when a Brainerd Police Officer approached us. The officer initiated questioning regarding our actions. Brian explained that we were pushing the motorcycle for repair. The officer then required identification from both Brian and myself.

Description of the Interaction:

The officer's actions during the interaction were troubling for several reasons:

Lack of Immediate Suspicion: There was no indication of any illegal activity occurring at the time of the stop. I was simply assisting a friend with a mechanical issue by helping with pushing. The officer's immediate demand for identification was disproportionate to the situation.

Questionable Justification: The officer's concern about a potentially stolen motorcycle, while understandable in principle, was presented as the primary justification for demanding identification. He did not initially articulate any specific observations or information that suggested the motorcycle was, or could be, stolen.

Threatening Demands: The officer's statement – "what if the motorcycle is stolen do I have to hide" – constitutes a coercive tactic and an unwarranted threat. This created a highly stressful and intimidating environment and suggested a presumption of guilt before any investigation had commenced.

Compelled Disclosure: Under these circumstances, refusing to provide identification would have carried the risk of arrest. This forced me to surrender my identification despite the lack of a legal basis for the demand.

Recommendations for the Brainerd Police Department:

To ensure consistent and lawful practices and to protect the rights of citizens, I recommend the following guidelines be adopted by the Brainerd Police Department:

Clear Threshold for Identification Requests: Establish a clearly defined protocol for when an officer may lawfully request identification. This should be based on reasonable suspicion of a crime having been committed or imminent, not simply assisting someone with a mechanical issue.

Training on Reasonable Suspicion: Implement enhanced training for officers on the

concept of “reasonable suspicion” - emphasizing the need for specific, articulable facts, rather than generalized concerns. The training should include examples of situations where identification requests are appropriate versus those where they are not.

De-escalation Techniques: Provide officers with training in de-escalation techniques to handle interactions where individuals are assisting others. The emphasis should be on open communication, explanation of the situation, and a willingness to explore the situation without immediately resorting to demands for identification.

Documentation Standards: Require officers to meticulously document the basis for any identification requests, including specific observations, statements made by the individual, and the rationale for the request.

Review of Past Interactions: Conduct a review of past interactions involving similar scenarios to identify any patterns of potentially unlawful behavior and to assess the effectiveness of current policies.

Conclusion:

I believe this incident highlights the importance of clear guidelines and ongoing training for the Brainerd Police Department. I am confident that by implementing the recommendations outlined above, the department can maintain public trust while effectively fulfilling its duties. I am available to discuss this matter further and provide additional information.

Reasonable Suspicion

Overview

Reasonable suspicion is a standard used in criminal procedure . Reasonable suspicion is used in determining the legality of a police officer's decision to perform a search .

When an officer stops someone to search the person, courts require that the officer has either a search warrant , probable cause to search, or a reasonable suspicion to search. In descending order of what gives an officer the broadest authority to perform a search, courts have found that the order is search warrant, probable cause, and then reasonable

suspicion.

Reasonable Suspicion As Applied to a Stop & Frisk

In *Terry v. Ohio* 392 U.S. 1 (1968) , the Supreme Court held that if a police officer believes that an individual has a weapon which poses a danger to the officer, the officer may stop that individual to search the individual for a weapon. The Court held that to determine whether the police officer acted reasonably in the stop, a court should not look at whether he has a hunch, but rather "to the specific reasonable inferences which he is entitled to draw from the facts in light of his experience."

In *Hiibel v. Sixth Judicial District Court of Nevada*, 542 U.S. 177 (2004) , a Nevada state statute "requires a person detained by an officer [during a Terry stop] to identify himself" by providing his name. In *Hiibel* , the Supreme Court held that because the statute only asked for a name, not identification, and because it did "not alter the nature of the stop itself, changing neither its duration nor its location," the statute "properly balances the intrusion on the individual's interests against the promotion of legitimate government interests." Thus the Court held that the statute is constitutional.