

CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, March 20th, 2023 @ 7:30pm

The public is invited to attend these meetings in person

Attend by phone **City Council**: 1-844-992-4726 Meeting Access Code: 2499 459 5222

Attend by phone **Personnel and Finance 7:15 PM** Committee: 1-844-992-4726 Meeting
Access Code: 2484 553 6035

Attend by phone **Safety and Public Works 7:00 PM** Committee: 1-844-992-4726 Meeting Access
Code: 2489 395 9937

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

1. Call To Order

2. Roll Call

____ T. Stenglein ____ G. Johnson ____ J. Czczok ____ M. O'Day

____ K. Stunek ____ K. Terry ____ K. Bevans ____ Mayor Badeaux

3. Pledge Of Allegiance

4. Approval Of Agenda - Voice Vote

5. Consent Calendar

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

A. **Approval Of Bills**

Documents:

FEB 2023 PREPAIDS REGISTER.pdf
032023 COUNCIL AP INV REGISTER.pdf

B. **Approval Of Minutes**

Documents:

2023-03-06 CC Draft.pdf

C. **Approval Of Licenses**

Contractor Licenses

Documents:

20230320 Contractor Licenses.pdf

D. Department Activity Reports

Documents:

CDD Report.pdf

Council Dept Report IT .pdf

2023-02 Monthly Report.pdf

- E. Approve Temporary 3.2 Percent Malt Beverage (Beer) On-Sale License- Submitted By Brainerd Eagles Club #287 For An Event To Be Held On April 22, 2023 At Memorial Park, 1700 Mill Ave, Brainerd- Contingent Upon Inspections**
- F. Approve Temporary On-Sale Liquor License- Submitted By BPOE Lodge 615 For An Event To Be Held On May 10, 2023 At Brainerd National Guard Armory, 1115 Wright St, Brainerd- Contingent Upon Inspections**
- G. Adopt Resolution BCA Joint Powers Agreement For City Prosecution**

Documents:

BCA JPA Prosecution.pdf

6. Council Committee Reports

A. Safety And Public Works Committee 7:00 PM

WebEx Teleconference Call-In Information

Call Toll-Free: 1-844-992-4726 Access Code: 2489 395 9937

Documents:

03-20 SPW Agenda.pdf

- 1. Approve Event/Parking Lot Closure Application - Tour Of Lakes Cycling Event**

Documents:

SPW - Event App - Tour of Lakes.pdf

- 2. Adopt Resolution Authorizing Application For LMC Grant Navigation Support**

Documents:

SPW - LMC Grant Navigation Support.pdf

3. Approve FHWA Title VI Assurances Agreement

Documents:

SPW - FHWA Title VI.pdf

4. Approve Historic Water Tower Additional Items

Documents:

SPW - Water Tower Adtl Items.pdf

5. Approve Plans/Spec And Authorize Bidding - 2023 Seal Coat Project

Documents:

SPW - Authorize Bid - 2023 Seal Coat Project.pdf

6. Approve Quote For Testing Services For North Brainerd Reconstruction

Documents:

SPW - N Brainerd Testing Quotes.pdf

7. Approve Transit Fare Increase For Brainerd

Documents:

SPW - Brainerd Transit Fare Increase.pdf

B. Personnel And Finance Committee 7:15 PM

WebEx Teleconference Call-In Information

Call Toll-Free: 1-844-992-4726 Access Code: 2483 553 6035

Documents:

03-20 PF Agenda.pdf

1. Consider Step 5 Wage For Lineworker Job Offer

Documents:

PF - Step 5 for Lineworker.pdf

2. Adopt Resolution Supporting Public Safety Duty Disability Legislation

Documents:

PF - Res Duty Disability Legislation.pdf

3. Approve The Promotion Of John Davis To Police Chief

Documents:

PF - Promote Police Chief.pdf

7. **Unfinished Business**

A. **Call For Applicants - Informational**

(Application information at www.ci.brainerd.mn.us/boards)

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

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

Rental Dwelling License Board of Appeals – 5 terms (Expire 2024)

TAC-- 1 term (Expire 2023)

Mayor Recommended: (terms to expire 09/07 of said year)

Economic Development Authority (EDA) – 1 term (Expire 2028) 1 term (Expire 2026)

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

Parking Commission-- 1 term (Expire 2026)

Planning Commission-- 1 term (Expire 2025)

8. **New Business**

A. **Call For Public Hearing On April 3, 2023 For Small Cities Development Program (SCDP) Proposal To Department Of Employment And Economic Development (DEED)**

Documents:

MA - PH for SDCP Grant.pdf

B. **Consider Conditional Use Permit For A 5-Unit Apartment At 2307 Crestview Lane**

Documents:

MA - CUP Apartment .pdf

9. **Public Forum**

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

10. **Staff Reports**

(Verbal: Any Updates since Packet)

11. **Mayor's Report**

12. **Council Member Reports**

13. **Adjourn**

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"*

03/15/2023 10:14 AM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 02/01/2023 - 02/28/2023

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 0206 - BRAINERD HOUSING AUTHORITY:							
2/6/23							
76073	BRAINERD HOUSING AUTHORITY	02/06/2023	02/10/2023	250.00	0.00	Paid	Y
	REMIT J. MULROY WELLNESS INCENTIVE	pziemer					02/10/2023
	278-6515-43430	MISCELLANEOUS		250.00			
	Total for vendor 0206 - BRAINERD HOUSING AUTHORITY:			250.00	0.00		
Vendor 1343 - CHARTER COMMUNICATIONS:							
0008065013023							
76040	CHARTER COMMUNICATIONS	01/30/2023	02/10/2023	46.77	0.00	Paid	Y
	PD BUSINESS TV 1/30/23-2/28/23	pziemer					02/10/2023
	225-2120-43380	UTILITIES		46.77			
0280094021223							
76196	CHARTER COMMUNICATIONS	02/12/2023	02/24/2023	84.98	0.00	Paid	Y
	REDUNDANT INTERNET 2/12/23-3/11/23	pziemer					02/24/2023
	101-1800-43321	TELEPHONE		84.98			
	Total for vendor 1343 - CHARTER COMMUNICATIONS:			131.75	0.00		
Vendor 0125 - CONSOLIDATED TELEPHONE CO:							
21169653							
76116	CONSOLIDATED TELEPHONE CO	02/12/2023	02/17/2023	26.25	0.00	Paid	Y
	2/12-3/11 PARKS PHONE/INTERNET	pziemer					02/17/2023
	230-5200-43321	TELEPHONE		26.25			
21170135/IT							
76129	CONSOLIDATED TELEPHONE CO	02/12/2023	02/17/2023	721.25	0.00	Paid	Y
	CTC IT PHONE/INTERNET 2/12/23-3/11/23	pziemer					02/17/2023
	101-1800-43321	TELEPHONE		721.25			
21170135/CH							
76130	CONSOLIDATED TELEPHONE CO	02/12/2023	02/17/2023	53.94	0.00	Paid	Y
	2/12/23-3/11/23 CITY HALL INTERNET	pziemer					02/17/2023
	101-1940-43321	TELEPHONE		53.94			
21170135/PD							
76131	CONSOLIDATED TELEPHONE CO	02/12/2023	02/17/2023	114.39	0.00	Paid	Y
	2/12/23-3/11/23 PD PHONES/INTERNET	pziemer					02/17/2023
	225-2120-43321	TELEPHONE		95.64			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		18.75			
21170135/FD							
76132	CONSOLIDATED TELEPHONE CO	02/12/2023	02/17/2023	68.75	0.00	Paid	Y
	2/12/23-3/11/23 FD PHONE/INTERNET	pziemer					02/17/2023
	225-2220-43321	TELEPHONE		68.75			

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21170135/STRTS							
76133	CONSOLIDATED TELEPHONE CO	02/12/2023	02/17/2023	(69.00)	0.00	Paid	Y
	2/12/23-3/11/23 STREETS CREDIT	pziemer					02/17/2023
	235-3100-43321 TELEPHONE			(69.00)			
21170135/PARKS							
76134	CONSOLIDATED TELEPHONE CO	02/12/2023	02/17/2023	49.47	0.00	Paid	Y
	2/12/23-3/11/23 PARKS PHONE/INTERNET	pziemer					02/17/2023
	230-5200-43321 TELEPHONE			49.47			
21170135/AIRPORT							
76137	CONSOLIDATED TELEPHONE CO	02/12/2023	02/17/2023	128.75	0.00	Paid	Y
	2/12/23-3/11/23 AIRPORT PHONE/INTERNET	pziemer					02/17/2023
	260-9020-43321 TELEPHONE			128.75			
	Total for vendor 0125 - CONSOLIDATED TELEPHONE CO:			1,093.80	0.00		

Vendor 1601 - MINNESOTA UI FUND:

07970122 - 4TH QTR

76084	MINNESOTA UI FUND	02/08/2023	02/10/2023	2,899.59	0.00	Paid	Y
	REMIT 4TH QTR UNEMPLOYMENT BENEFITS	pziemer					02/10/2023
	230-5200-41140 UNEMPLOYMENT			2,899.59			
	Total for vendor 1601 - MINNESOTA UI FUND:			2,899.59	0.00		

# of Invoices:	11	# Due:	0	Totals:	4,444.14	0.00
# of Credit Memos:	1	# Due:	0	Totals:	(69.00)	0.00
Net of Invoices and Credit Memos:					4,375.14	0.00

--- TOTALS BY GL DISTRIBUTION ---

101-1800-43321	TELEPHONE	806.23
101-1940-43321	TELEPHONE	53.94
225-2120-43309	COMPUTER TECHNICAL SUPPORT	18.75
225-2120-43321	TELEPHONE	95.64
225-2120-43380	UTILITIES	46.77
225-2220-43321	TELEPHONE	68.75
230-5200-41140	UNEMPLOYMENT	2,899.59
230-5200-43321	TELEPHONE	75.72
235-3100-43321	TELEPHONE	(69.00)
260-9020-43321	TELEPHONE	128.75
278-6515-43430	MISCELLANEOUS	250.00

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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			860.17	0.00		
	225 - PUBLIC SAFETY FUND			229.91	0.00		
	230 - PARK & RECREATION FUND			2,975.31	0.00		
	235 - STREET & SEWER FUND			(69.00)	0.00		
	260 - AIRPORT FUND			128.75	0.00		
	278 - HEALTHY EMPLOYEE INITIATIVE			250.00	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	1800 - IT/GIS			806.23	0.00		
	1940 - CITY HALL			53.94	0.00		
	2120 - POLICE DEPARTMENT			161.16	0.00		
	2220 - FIRE DEPARTMENT			68.75	0.00		
	3100 - S & S MAINTENANCE			(69.00)	0.00		
	5200 - PARK MAIN/ADMINISTRATION			2,975.31	0.00		
	6515 - HEALTHY EMPLOYEE INITIATIVE			250.00	0.00		
	9020 - AIRPORT M & O			128.75	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 0011 - ACE HARDWARE:							
K13163/1 76456	ACE HARDWARE NUTS AND BOLTS RESTOCK 235-3100-42220	03/08/2023 pziemer REPAIR & MAINT	03/22/2023	9.95 9.95	9.95	Open	N 03/22/2023
313047/1 76469	ACE HARDWARE TOGGLE BOLTS FOR AED INSTALL 225-2120-42210	03/02/2023 pziemer OPERATING SUPPLIES	03/22/2023	5.38 5.38	5.38	Open	N 03/22/2023
312017 76482	ACE HARDWARE CERAMIC MAGNETS 235-3125-42220	01/13/2023 pziemer REPAIR & MAINT	03/22/2023	9.88 9.88	9.88	Open	N 03/22/2023
312945/1 76485	ACE HARDWARE 3V LITHIUM BATTERIES 235-3100-42220	02/27/2023 pziemer REPAIR & MAINT	03/22/2023	15.29 15.29	15.29	Open	N 03/22/2023
313133/1 76504	ACE HARDWARE VINYL TUBING FOR LOADER DIFFERENTIAL 235-3100-42220	03/07/2023 pziemer REPAIR & MAINT	03/22/2023	6.72 6.72	6.72	Open	N 03/22/2023
313206/1 76529	ACE HARDWARE CHAINSAW REPAIR PARTS 235-3100-42220	03/09/2023 pziemer REPAIR & MAINT	03/22/2023	69.98 69.98	69.98	Open	N 03/22/2023
Total for vendor 0011 - ACE HARDWARE:				117.20	117.20		
Vendor 2902 - ADVANCE AUTO PARTS:							
6574306082133 76496	ADVANCE AUTO PARTS TRUCK 108 HEADLIGHT 235-3125-42220	03/01/2023 pziemer REPAIR & MAINT	03/22/2023	20.64 20.64	20.64	Open	N 03/22/2023
6574306682289 76497	ADVANCE AUTO PARTS TRUCK 108 LIGHT BULB SOCKET 235-3125-42220	03/07/2023 pziemer REPAIR & MAINT	03/22/2023	3.00 3.00	3.00	Open	N 03/22/2023
6574305982109 76498	ADVANCE AUTO PARTS TRUCKS 108 & 109 REAR BRAKE-RUNNING- 235-3125-42220	02/28/2023 pziemer REPAIR & MAINT	03/22/2023	906.17 906.17	906.17	Open	N 03/22/2023

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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
6574306082132 76499	ADVANCE AUTO PARTS TRUCK 108 HEADLAMP AND TRANSMISSION 235-3125-42220	03/01/2023 pziemer	03/22/2023	(29.03) (29.03)	(29.03)	Open	N 03/22/2023
6574305982093 76500	ADVANCE AUTO PARTS MILLER WELDING MACHINE BATTERY CABLE 235-3100-42220	02/28/2023 pziemer	03/22/2023	5.78 5.78	5.78	Open	N 03/22/2023
6574305982081 76501	ADVANCE AUTO PARTS TRUCK 105 PLOW HEADLAMP 235-3125-42220	02/28/2023 pziemer	03/22/2023	28.34 28.34	28.34	Open	N 03/22/2023
6574306082125 76502	ADVANCE AUTO PARTS TRUCK 108 HEADLIGHT HALOGEN 235-3125-42220	03/01/2023 pziemer	03/22/2023	15.04 15.04	15.04	Open	N 03/22/2023
6574305882039 76505	ADVANCE AUTO PARTS TRUCK 108 EXHAUST FLEX TUBE 235-3125-42220	02/27/2023 pziemer	03/22/2023	30.80 30.80	30.80	Open	N 03/22/2023
6574305882045 76506	ADVANCE AUTO PARTS TRUCK 105 PLOW HEAD LAMPS FOR STOCK 235-3100-42220	02/27/2023 pziemer	03/22/2023	24.89 24.89	24.89	Open	N 03/22/2023
6574305882046 76507	ADVANCE AUTO PARTS TRUCK 108 -4 INCH RUGGED LED SANDER 235-3125-42220	02/27/2023 pziemer	03/22/2023	41.39 41.39	41.39	Open	N 03/22/2023
6574305481994 76508	ADVANCE AUTO PARTS MACK SPECIFIC TOOL 235-3100-42240	02/23/2023 pziemer	03/22/2023	120.54 120.54	120.54	Open	N 03/22/2023
6574306982404 76535	ADVANCE AUTO PARTS GRADER 113 TURN SIGNALS 235-3125-42220	03/10/2023 pziemer	03/22/2023	4.88 4.88	4.88	Open	N 03/22/2023
Total for vendor 2902 - ADVANCE AUTO PARTS:				1,172.44	1,172.44		

Vendor 2846 - AMERICAN WELDING-GAS INC:

09159346

76483	AMERICAN WELDING-GAS INC ARGON/CO2 GAS	03/01/2023 pziemer	03/22/2023	85.76	85.76	Open	N 03/22/2023
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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution 235-3100-42220	REPAIR & MAINT		85.76			
09154615 76484	AMERICAN WELDING-GAS INC WELDING CYLINDER RENTAL 235-3100-42220	02/28/2023 pziemer REPAIR & MAINT	03/22/2023	76.56 76.56	76.56	Open	N 03/22/2023
09131421 76486	AMERICAN WELDING-GAS INC WELDER GROUND CLAMP 235-3100-42220	02/27/2023 pziemer REPAIR & MAINT	03/22/2023	35.60 35.60	35.60	Open	N 03/22/2023
	Total for vendor 2846 - AMERICAN WELDING-GAS INC:			197.92	197.92		

Vendor MISC - AMY GETTY:

ICR 23002937

76459	AMY GETTY REFUND PAYMENT OF VOIDED TICKET 225-2120-35102	03/06/2023 pziemer PARKING FINES	03/22/2023	25.00 25.00	25.00	Open	N 03/22/2023
	Total for vendor MISC - AMY GETTY:			25.00	25.00		

Vendor 0039 - ARAMARK UNIFORM SERVICES:

2530114350 76480	ARAMARK UNIFORM SERVICES RUGS AND OVERALLS 235-3100-43430	03/02/2023 pziemer MISCELLANEOUS	03/22/2023	124.87 124.87	124.87	Open	N 03/22/2023
2530116908 76533	ARAMARK UNIFORM SERVICES RUGS AND OVERALLS 235-3100-43430	03/09/2023 pziemer MISCELLANEOUS	03/22/2023	89.86 89.86	89.86	Open	N 03/22/2023
	Total for vendor 0039 - ARAMARK UNIFORM SERVICES:			214.73	214.73		

Vendor 2838 - AXON ENTERPRISE, INC.:

INUS142427 76582	AXON ENTERPRISE, INC. BODY CAMERA BELT CLIPS 225-2120-42210	03/06/2023 pziemer OPERATING SUPPLIES	03/22/2023	125.20 125.20	125.20	Open	N 03/22/2023
	Total for vendor 2838 - AXON ENTERPRISE, INC.:			125.20	125.20		

Vendor 0319 - BAKER TILLY MUNICIPAL ADVISORS, LLC:

BTMA18739 76570	BAKER TILLY MUNICIPAL ADVISORS, LLC 2015C ARBITRAGE COMPLIANCE 315-7940-43300	03/08/2023 pziemer PROFESSIONAL SERVICES	03/22/2023	850.00 850.00	850.00	Open	N 03/22/2023
	Total for vendor 0319 - BAKER TILLY MUNICIPAL ADVISORS, LLC:			850.00	850.00		

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 0745 - BATTERIES PLUS:							
P60326127 76470	BATTERIES PLUS BATTERIES 225-2120-42210	03/02/2023 pziemer	03/22/2023	23.97	23.97	Open	N 03/22/2023
	OPERATING SUPPLIES			23.97			
P60661759 76597	BATTERIES PLUS 6V BATTERY 225-2220-42210	03/14/2023 pziemer	03/22/2023	13.99	13.99	Open	N 03/22/2023
	OPERATING SUPPLIES			13.99			
Total for vendor 0745 - BATTERIES PLUS:				37.96	37.96		
Vendor 3201 - BAYCOM INC:							
EQUIPINV_042476 76471	BAYCOM INC NEW SQUAD BUILDS - SQUAD DOCKS/MOBILE 400-9050-45530	02/28/2023 pziemer	03/22/2023	14,294.00	14,294.00	Open	N 03/22/2023
	CAPITAL - OTHER			14,294.00			
Total for vendor 3201 - BAYCOM INC:				14,294.00	14,294.00		
Vendor 4022 - BERGMAN, JENNIFER:							
3/4/23 76569	BERGMAN, JENNIFER ELECT. OFFICIALS TRNG - REIMBURSEMENT 101-1400-43330	03/04/2023 pziemer	03/22/2023	268.75	268.75	Open	N 03/22/2023
	PROFESSIONAL DEVELOPMENT			268.75			
Total for vendor 4022 - BERGMAN, JENNIFER:				268.75	268.75		
Vendor 3966 - BLUE SKY TRANSIT:							
22023 76539	BLUE SKY TRANSIT FEB 2023 THIRD PARTY SERVICES 203-9000-42212	02/28/2023 pziemer	03/22/2023	105,418.65	105,418.65	Open	N 03/22/2023
	MOTOR FUELS			5,485.07			
	VEHICLE REPAIRS			10,611.76			
	TRANSIT SERVICE CONTRACT PY			89,321.82			
Total for vendor 3966 - BLUE SKY TRANSIT:				105,418.65	105,418.65		
Vendor 0064 - BOYER TRUCKS :							
003P35088 76487	BOYER TRUCKS TRUCK 108 SWITCH-TURN & EMERGENCY SW 235-3125-42220	03/06/2023 pziemer	03/22/2023	383.45	383.45	Open	N 03/22/2023
	REPAIR & MAINT			383.45			
003P35352 76511	BOYER TRUCKS TRUCK 109 TURN-EMERGENCY SIGNAL	03/09/2023 pziemer	03/22/2023	376.45	376.45	Open	N 03/22/2023

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	235-3125-42220	REPAIR & MAINT		376.45			
	Total for vendor 0064 - BOYER TRUCKS :			759.90	759.90		
Vendor 0081 - BRAINERD MEDICAL SUPPLY:							
62,163 76583	BRAINERD MEDICAL SUPPLY FIRST AID & SAFETY SUPPLIES 225-2120-42209	03/13/2023 pziemer	03/22/2023	60.73	60.73	Open	N 03/22/2023
	SAFETY EQUIPMENT SUPPLIES			60.73			
	Total for vendor 0081 - BRAINERD MEDICAL SUPPLY:			60.73	60.73		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							
BRD AIRPORT/FEB 23							
76465	BRAINERD PUBLIC UTILITIES 1/17/23-2/17/23 BRD AIRPORT UTILITIES 260-9020-43380	03/01/2023 pziemer	03/22/2023	11,147.26	11,147.26	Open	N 03/22/2023
	UTILITIES			11,147.26			
4/1/23 DEBT PYMNT							
76572	BRAINERD PUBLIC UTILITIES REMIT 2016A - 4/1/23 DEBT PAYMENT 237-3190-46611	03/15/2023 pziemer	03/22/2023	35,888.63	35,888.63	Open	N 03/22/2023
	INTEREST PAYMENTS			35,888.63			
3/14/23							
76573	BRAINERD PUBLIC UTILITIES REMIT LOST THRU 3/14/23 251-9360-43467	03/14/2023 pziemer	03/22/2023	98,142.72	98,142.72	Open	N 03/22/2023
	REMIT LOCAL SALES TAX COLLECT			98,142.72			
	Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:			145,178.61	145,178.61		
Vendor 2106 - BSN SPORTS, LLC:							
920856587 76525	BSN SPORTS, LLC SOFTBALL/BASEBALL SUPPLIES/REPAIRS 230-5215-42220	03/08/2023 pziemer	03/22/2023	1,599.93	1,599.93	Open	N 03/22/2023
	REPAIR & MAINT			689.98			
	REPAIR & MAINT			909.95			
	Total for vendor 2106 - BSN SPORTS, LLC:			1,599.93	1,599.93		
Vendor 0102 - CANON FINANCIAL SERVICE:							
30063047 76467	CANON FINANCIAL SERVICE 3/1/23-3/31/23 LIBRARY COPIER CONTRA 211-5505-43430	02/21/2023 pziemer	03/22/2023	77.97	77.97	Open	N 03/22/2023
	MISC - COPY MACHINE PYMTS			77.97			
	Total for vendor 0102 - CANON FINANCIAL SERVICE:			77.97	77.97		
Vendor 0229 - CLIFTONLARSONALLEN LLP:							

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03022024 76532	CLIFTONLARSONALLEN LLP 2023 MN GOVT TRNG - C. HILLMAN 101-1400-43330 PROFESSIONAL DEVELOPMENT Total for vendor 0229 - CLIFTONLARSONALLEN LLP:	03/02/2023 pziemer	03/22/2023	130.00 130.00 130.00	130.00 130.00	Open	N 03/22/2023
Vendor 0122 - COMMUNITY ACTION:							
MAR 2023 76579	COMMUNITY ACTION REMIT MAR 23 LEVY 101-9200-43460 REMIT COMMUNITY ACTION LEVY Total for vendor 0122 - COMMUNITY ACTION:	03/15/2023 pziemer	03/22/2023	7,819.75 7,819.75 7,819.75	7,819.75 7,819.75	Open	N 03/22/2023
Vendor 0125 - CONSOLIDATED TELEPHONE CO:							
21175215 76542	CONSOLIDATED TELEPHONE CO PHONE SERVICE AND RENTAL 260-9020-43321 TELEPHONE	03/12/2023 pziemer	03/22/2023	645.34 645.34	645.34	Open	N 03/22/2023
21185925 76554	CONSOLIDATED TELEPHONE CO 3/12-4/11 PARKS PHONE/INTERNET 230-5200-43321 TELEPHONE	03/12/2023 pziemer	03/22/2023	26.25 26.25	26.25	Open	N 03/22/2023
21187724/IT 76561	CONSOLIDATED TELEPHONE CO IT PHONE/INTERNET 3/11/23-4/11/23 101-1800-43321 TELEPHONE	03/12/2023 pziemer	03/22/2023	721.25 721.25	721.25	Open	N 03/22/2023
21187724/CH 76562	CONSOLIDATED TELEPHONE CO 3/11-4/11 CITY HALL PHONE 101-1940-43321 TELEPHONE	03/12/2023 pziemer	03/22/2023	54.02 54.02	54.02	Open	N 03/22/2023
21187724/PD 76574	CONSOLIDATED TELEPHONE CO 3/11-4/11 POLICE PHONE/INTERNET 225-2120-43321 TELEPHONE 225-2120-43309 COMPUTER TECHNICAL SUPPORT	03/12/2023 pziemer	03/22/2023	115.79 97.04 18.75	115.79	Open	N 03/22/2023
21187724/FD 76575	CONSOLIDATED TELEPHONE CO 3/11-4/11 FIRE DEPT PHONE/INTERNET 225-2220-43321 TELEPHONE	03/12/2023 pziemer	03/22/2023	68.75 68.75	68.75	Open	N 03/22/2023
21187724/STRTS 76576	CONSOLIDATED TELEPHONE CO 3/11-4/11 STREETS INTERNET	03/12/2023 pziemer	03/22/2023	19.75	19.75	Open	N 03/22/2023

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	235-3100-43321 TELEPHONE			19.75			
21187724/AIRPORT 76577	CONSOLIDATED TELEPHONE CO 3/11-4/11 AIRPORT SPECIAL CIRCUIT 260-9020-43321 TELEPHONE	03/12/2023 pziemer	03/22/2023	128.75 128.75	128.75	Open	N 03/22/2023
21187724/PARKS 76578	CONSOLIDATED TELEPHONE CO 3/11-4/11 PARKS PHONE/INTERNET 230-5200-43321 TELEPHONE	03/12/2023 pziemer	03/22/2023	49.51 49.51	49.51	Open	N 03/22/2023
	Total for vendor 0125 - CONSOLIDATED TELEPHONE CO:			1,829.41	1,829.41		
Vendor 0132 - CWC HIGHWAY DEPT:							
5871 76534	CWC HIGHWAY DEPT FEB 2023 TRANSIT FUEL 203-9000-42212 MOTOR FUELS 203-9000-42212 MOTOR FUELS	03/01/2023 pziemer	03/22/2023	4,510.87 4,100.79 410.08	4,510.87	Open	N 03/22/2023
	Total for vendor 0132 - CWC HIGHWAY DEPT:			4,510.87	4,510.87		
Vendor 2124 - CWC HISTORICAL SOCIETY:							
2023 76590	CWC HISTORICAL SOCIETY 2023 DONATION TO HISTORICAL SOCIETY 101-9200-43438 MISC SPECIAL PROJECTS	03/06/2023 pziemer	03/22/2023	500.00 500.00	500.00	Open	N 03/22/2023
	Total for vendor 2124 - CWC HISTORICAL SOCIETY:			500.00	500.00		
Vendor 0134 - CWC SANITARY LANDFILL:							
185172 76453	CWC SANITARY LANDFILL DUMPED FURNITURE DISPOSAL 235-3100-42220 REPAIR & MAINT	03/08/2023 pziemer	03/22/2023	21.00 21.00	21.00	Open	N 03/22/2023
	Total for vendor 0134 - CWC SANITARY LANDFILL:			21.00	21.00		
Vendor 0135 - CWC TREASURER:							
5828/LIB 76493	CWC TREASURER MAR 2023 LIBRARY SHARED SERVICES 211-5500-43300 PROFESSIONAL SERVICES	03/01/2023 pziemer	03/22/2023	675.00 675.00	675.00	Open	N 03/22/2023
5828/CH 76530	CWC TREASURER MAR 23 CITY HALL SHARED SVCS 101-9200-43300 PROFESSIONAL SERVICES	03/01/2023 pziemer	03/22/2023	7,975.00 7,975.00	7,975.00	Open	N 03/22/2023

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Total for vendor 0135 - CWC TREASURER:				8,650.00	8,650.00		
Vendor 3438 - DAHLHEIMER BEVERAGE:							
1853277							
76526	DAHLHEIMER BEVERAGE	03/06/2023	03/22/2023	154.80	154.80	Open	N
	TOWELS/TOILET PAPER	pziemer					03/22/2023
	211-5500-42220	REPAIR & MAINT		154.80			
1849047							
76547	DAHLHEIMER BEVERAGE	02/24/2023	03/22/2023	57.00	57.00	Open	N
	SNOW MELT/PINE SOL	pziemer					03/22/2023
	230-5200-42220	REPAIR & MAINT		57.00			
Total for vendor 3438 - DAHLHEIMER BEVERAGE:				211.80	211.80		
Vendor 1859 - ENTERPRISE FM TRUST:							
FBN4695183/ENG							
76555	ENTERPRISE FM TRUST	03/03/2023	03/22/2023	1,068.82	1,068.82	Open	N
	MARCH 23 ENG VEHICLE LEASE	pziemer					03/22/2023
	101-1700-43331	LEASE PAYMENTS		1,068.82			
FBN4695183/CD							
76556	ENTERPRISE FM TRUST	03/03/2023	03/22/2023	357.61	357.61	Open	N
	MAR 2023 COM DEV VEHICLE	pziemer					03/22/2023
	101-2400-43331	LEASE EXPENSE		357.61			
FBN4695183/PD							
76557	ENTERPRISE FM TRUST	03/03/2023	03/22/2023	9,058.70	9,058.70	Open	N
	MAR 2023 POLICE VEHICLE LEASE	pziemer					03/22/2023
	225-2120-43331	LEASED PAYMENTS		9,058.70			
FBN4695183/FD							
76558	ENTERPRISE FM TRUST	03/03/2023	03/22/2023	1,483.18	1,483.18	Open	N
	MAR 23 FIRE DEPT VEHICLE LEASE	pziemer					03/22/2023
	225-2220-43331	LEASED PAYMENTS		1,483.18			
FBN4695183/PARKS							
76559	ENTERPRISE FM TRUST	03/03/2023	03/22/2023	2,377.52	2,377.52	Open	N
	MAR 23 PARKS DEPT VEHICLE LEASES	pziemer					03/22/2023
	230-5200-43331	LEASE PAYMENTS		2,377.52			
FBN4695183/STRTS							
76560	ENTERPRISE FM TRUST	03/03/2023	03/22/2023	3,226.60	3,226.60	Open	N
	MAR 23 STREET VEHICLE LEASES	pziemer					03/22/2023
	235-3100-43331	LEASE PAYMENTS		2,600.59			
	237-3190-43331	LEASE PAYMENTS		626.01			
Total for vendor 1859 - ENTERPRISE FM TRUST:				17,572.43	17,572.43		

Vendor 1815 - F.I.R.E. CROSSLAKE:

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6049 76512	F.I.R.E. CROSSLAKE EMS TRAINING 225-2220-43330	03/06/2023 pziemer	03/22/2023	600.00 600.00	600.00	Open	N 03/22/2023
6000 76513	F.I.R.E. CROSSLAKE FIRE APPARATUS OPERATOR TRNG QTY 2 225-2220-43330	03/03/2023 pziemer	03/22/2023	1,500.00 1,500.00	1,500.00	Open	N 03/22/2023
6050 76514	F.I.R.E. CROSSLAKE EMS TRAINING/REFRESHER QTY 2 225-2220-43330	03/06/2023 pziemer	03/22/2023	1,000.00 1,000.00	1,000.00	Open	N 03/22/2023
Total for vendor 1815 - F.I.R.E. CROSSLAKE:				3,100.00	3,100.00		
Vendor 4195 - FIFTH ASSET, INC:							
DB2001070 76571	FIFTH ASSET, INC DEBTBOOK SOFTWARE 2/27/23-2/26/24 101-0000-15510 400-9050-45530	02/22/2023 pziemer	03/22/2023	13,700.00 1,950.00 11,750.00	13,700.00	Open	N 03/22/2023
Total for vendor 4195 - FIFTH ASSET, INC:				13,700.00	13,700.00		
Vendor 4154 - FLAHERTY & HOOD, P.A.:							
19114 76541	FLAHERTY & HOOD, P.A. WAGE COMP STUDY/PAY EQUITY REPORT 101-9200-43300 101-9200-43300	03/10/2023 pziemer	03/22/2023	4,185.00 348.75 3,836.25	4,185.00	Open	N 03/22/2023
Total for vendor 4154 - FLAHERTY & HOOD, P.A.:				4,185.00	4,185.00		
Vendor 0071 - FORUM COMMUNICATIONS COMPANY:							
197542-1 76473	FORUM COMMUNICATIONS COMPANY ORD: 1545 SNOW REMOVAL PARKING 101-1700-43350	02/22/2023 pziemer	03/22/2023	97.80 97.80	97.80	Open	N 03/22/2023
197537-1 76474	FORUM COMMUNICATIONS COMPANY ORD 1544: SNOW REMOVAL NOISE 101-2400-43350	02/22/2023 pziemer	03/22/2023	62.45 62.45	62.45	Open	N 03/22/2023
197521-1 76475	FORUM COMMUNICATIONS COMPANY ORD 1543: CHICKENS & DUCKS	02/22/2023 pziemer	03/22/2023	226.24	226.24	Open	N 03/22/2023

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-2400-43350	PRINTING/LEGAL PUBLICATION		226.24			
197012-1							
76476	FORUM COMMUNICATIONS COMPANY	02/21/2023	03/22/2023	37.71	37.71	Open	N
	NOH: ORD 1547 - ADMIN CITATIONS	pziemer					03/22/2023
	101-2400-43350	PRINTING/LEGAL PUBLICATION		37.71			
195351-1							
76477	FORUM COMMUNICATIONS COMPANY	02/15/2023	03/22/2023	12.96	12.96	Open	N
	NOTICE: SPEC. MTG - EDA	pziemer					03/22/2023
	295-6510-43350	PRINTING/LEGAL PUBLICATION		12.96			
	Total for vendor 0071 - FORUM COMMUNICATIONS COMPANY:			437.16	437.16		

Vendor 3011 - GUARDIAN PEST CONTROL INC:

2447846	GUARDIAN PEST CONTROL INC	02/10/2023	03/22/2023	62.00	62.00	Open	N
76543	PEST CONTROL SERVICE	pziemer					03/22/2023
	225-2220-43300	PROFESSIONAL SERVICES		62.00			
	Total for vendor 3011 - GUARDIAN PEST CONTROL INC:			62.00	62.00		

Vendor 2673 - H & L MESABI COMPANY:

42594							
76495	H & L MESABI COMPANY	02/28/2023	03/22/2023	2,456.00	2,456.00	Open	N
	EMBEDDED CURB RUNNERS	pziemer					03/22/2023
	235-3125-42220	REPAIR & MAINT		2,456.00			
	Total for vendor 2673 - H & L MESABI COMPANY:			2,456.00	2,456.00		

Vendor 0200 - HEARTLAND ANIMAL RESCUE:

FEB 2023							
76509	HEARTLAND ANIMAL RESCUE	02/28/2023	03/22/2023	2,960.33	2,960.33	Open	N
	FEB 23 BOARDING/ADMIN	pziemer					03/22/2023
	225-2700-43430	MISCELLANEOUS		1,041.00			
	225-2700-43300	PROFESSIONAL SERVICES		1,919.33			
	Total for vendor 0200 - HEARTLAND ANIMAL RESCUE:			2,960.33	2,960.33		

Vendor 0203 - HOLDEN ELECTRIC:

70580							
76479	HOLDEN ELECTRIC	03/03/2023	03/22/2023	175.13	175.13	Open	N
	INSTALL 3 WARRANTY LIGHTS	pziemer					03/22/2023
	400-2001-45530	PYMTS TO CONTRACTORS		175.13			
	Total for vendor 0203 - HOLDEN ELECTRIC:			175.13	175.13		

Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:

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IN4118009 76584	INNOVATIVE OFFICE SOLUTIONS LLC BINDERS & INDEX TABS 225-2120-42200 OFFICE SUPPLIES Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:	03/08/2023 pziemer	03/22/2023	25.37 25.37 25.37	25.37 25.37	Open	N 03/22/2023
Vendor MISC - JEDIAH BILLMAN:							
ICR 22017097 76457	JEDIAH BILLMAN REFUND OVERPAY PARKING TICKET 225-2120-35102 PARKING FINES Total for vendor MISC - JEDIAH BILLMAN:	03/06/2023 pziemer	03/22/2023	25.00 25.00 25.00	25.00 25.00	Open	N 03/22/2023
Vendor 1512 - KIRVIDA FIRE INC:							
11217 76515	KIRVIDA FIRE INC E3 GEAR ACTUATOR 225-2220-42220 REPAIR & MAINT	02/27/2023 pziemer	03/22/2023	780.96 780.96	780.96	Open	N 03/22/2023
11218 76516	KIRVIDA FIRE INC T4 DUMP VALVE REPAIR 225-2220-42220 REPAIR & MAINT Total for vendor 1512 - KIRVIDA FIRE INC:	02/27/2023 pziemer	03/22/2023	1,438.96 1,438.96 2,219.92	1,438.96 2,219.92	Open	N 03/22/2023
Vendor 3469 - LAKES AREA MAT SERVICE INC:							
20230214 #522 76550	LAKES AREA MAT SERVICE INC CITY HALL FLOOR MATS 101-1940-43410 RENTAL EXPENSE	02/14/2023 pziemer	03/22/2023	44.08 44.08	44.08	Open	N 03/22/2023
20230228 #522 76551	LAKES AREA MAT SERVICE INC CITY HALL FLOOR MATS 101-1940-43410 RENTAL EXPENSE	02/28/2023 pziemer	03/22/2023	44.08 44.08	44.08	Open	N 03/22/2023
20230214 #520 76552	LAKES AREA MAT SERVICE INC POLICE DEPT FLOOR MATS 225-2120-43300 PROFESSIONAL SERVICES	02/14/2023 pziemer	03/22/2023	42.92 42.92	42.92	Open	N 03/22/2023
20230228 #520 76553	LAKES AREA MAT SERVICE INC POLICE DEPT FLOOR MATS 225-2120-43300 PROFESSIONAL SERVICES Total for vendor 3469 - LAKES AREA MAT SERVICE INC:	02/28/2023 pziemer	03/22/2023	42.92 42.92 174.00	42.92 174.00	Open	N 03/22/2023

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Vendor 0313 - LAKES AREA SENIOR CENTER:							
MAR 2023							
76580	LAKES AREA SENIOR CENTER	03/15/2023	03/22/2023	7,819.75	7,819.75	Open	N
	REMIT MAR 23 LEVY	pziemer					03/22/2023
	101-9200-43461	REMIT SENIOR CITIZEN LEVY		7,819.75			
	Total for vendor 0313 - LAKES AREA SENIOR CENTER:			7,819.75	7,819.75		
Vendor 0232 - LEAGUE MN CITIES INS TRUS:							
10002611/AIRPORT							
76503	LEAGUE MN CITIES INS TRUS	03/06/2023	03/22/2023	20,441.00	20,441.00	Open	N
	2023 AIRPORT WORKERS COMP	pziemer					03/22/2023
	260-9020-41150	WORKERS COMP		20,441.00			
7937							
76594	LEAGUE MN CITIES INS TRUS	03/15/2023	03/22/2023	245.48	245.48	Open	N
	LMC CA 266942 PLOW VS VEHICLE	pziemer					03/22/2023
	280-9700-43470	UNINSURED LOSSES		245.48			
	Total for vendor 0232 - LEAGUE MN CITIES INS TRUS:			20,686.48	20,686.48		
Vendor 4141 - LIND MASONRY AND CONSTRUCTION:							
507384127113022							
76454	LIND MASONRY AND CONSTRUCTION	01/30/2023	03/22/2023	5,100.00	5,100.00	Open	N
	PD IMPOUND BUILDING	pziemer					03/22/2023
	400-9050-45500-22:40	CAPITAL OUTLAY		5,100.00			
	Total for vendor 4141 - LIND MASONRY AND CONSTRUCTION:			5,100.00	5,100.00		
Vendor 0237 - LOCATORS - SUPPLIES INC:							
0305558-IN							
76596	LOCATORS - SUPPLIES INC	03/14/2023	03/22/2023	202.28	202.28	Open	N
	GREEN (SEWER) MARKING PAINT	pziemer					03/22/2023
	237-3190-42220	REPAIR & MAINT		202.28			
	Total for vendor 0237 - LOCATORS - SUPPLIES INC:			202.28	202.28		
Vendor 2141 - M&M EXPRESS SALES & SERVICE:							
431201							
76598	M&M EXPRESS SALES & SERVICE	03/15/2023	03/22/2023	197.69	197.69	Open	N
	FAN REPAIRS/PARTS -GASKET SET, SPARK	pziemer					03/22/2023
	225-2220-42220	REPAIR & MAINT		197.69			
	Total for vendor 2141 - M&M EXPRESS SALES & SERVICE:			197.69	197.69		
Vendor 3395 - MACQUEEN EMERGENCY:							

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P00229 76517	MACQUEEN EMERGENCY MSA ID ACCOUNTABILITY TAGS 225-2220-42250	12/31/2022 pziemer	03/22/2023	457.31	457.31	Open	N 12/31/2022
	PERSONAL PROTECTIVE GEAR			457.31			
P01271 76518	MACQUEEN EMERGENCY ST2 LOCKERS 225-2220-42210	12/31/2022 pziemer	03/22/2023	1,423.55	1,423.55	Open	N 12/31/2022
	OPERATING SUPPLIES			1,423.55			
P01711 76519	MACQUEEN EMERGENCY LOWER COVER 225-2220-42220	12/31/2022 pziemer	03/22/2023	59.52	59.52	Open	N 12/31/2022
	REPAIR & MAINT			59.52			
P10095 76520	MACQUEEN EMERGENCY MSA G1 SPECTACLE KIT 225-2220-42250	01/03/2023 pziemer	03/22/2023	182.00	182.00	Open	N 03/22/2023
	PERSONAL PROTECTIVE GEAR			182.00			
P11207 76521	MACQUEEN EMERGENCY REPAIRED CYLINDER 225-2220-42220	01/30/2023 pziemer	03/22/2023	93.00	93.00	Open	N 03/22/2023
	REPAIR & MAINT			93.00			
P11196 76522	MACQUEEN EMERGENCY 2023 SCBA FLOW TESTS/FIT TESTS 225-2220-43300	01/30/2023 pziemer	03/22/2023	3,325.00	3,325.00	Open	N 03/22/2023
	PROFESSIONAL SERVICES			3,325.00			
P12573 76523	MACQUEEN EMERGENCY MSA GI QUICK CONNECT KIT 225-2220-42220	03/03/2023 pziemer	03/22/2023	539.01	539.01	Open	N 03/22/2023
	REPAIR & MAINT			539.01			
W00548 76524	MACQUEEN EMERGENCY SCBA FLOW TESTS - 2022 225-2220-43300	12/31/2022 pziemer	03/22/2023	2,085.00	2,085.00	Open	N 12/31/2022
	PROFESSIONAL SERVICES			2,085.00			
P00261 76531	MACQUEEN EMERGENCY ADAPTER ASSEMBLY 225-2220-42210	12/31/2022 pziemer	03/22/2023	1,214.12	1,214.12	Open	N 12/31/2022
	OPERATING SUPPLIES			1,214.12			
Total for vendor 3395 - MACQUEEN EMERGENCY:				9,378.51	9,378.51		

Vendor 1753 - MARCO:

INV10998330

76606	MARCO UNIFY IT - EDR/SIEM 3/19/23-4/18/23	03/15/2023 pziemer	03/22/2023	1,128.12	1,128.12	Open	N 03/22/2023
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	101-1800-43309	COMPUTER SUPPORT		1,128.12			
		Total for vendor 1753 - MARCO:		1,128.12	1,128.12		
Vendor 1384 - MARTIN-MCALLISTER:							
15159 76460	MARTIN-MCALLISTER POLICE ASSESSMENT/POTENTIAL HIRE 225-2120-43300	02/28/2023 pziemer PROFESSIONAL SERVICES	03/22/2023	625.00 625.00	625.00	Open	N 03/22/2023
		Total for vendor 1384 - MARTIN-MCALLISTER:		625.00	625.00		
Vendor 0247 - MED COMPASS INC:							
42929 76544	MED COMPASS INC QTY 37 SCBA MED/HEARING TESTS 225-2220-43300	02/27/2023 pziemer PROFESSIONAL SERVICES	03/22/2023	3,570.00 3,570.00	3,570.00	Open	N 03/22/2023
		Total for vendor 0247 - MED COMPASS INC:		3,570.00	3,570.00		
Vendor 0889 - MENARDS - BAXTER:							
92519 76549	MENARDS - BAXTER PAINT 230-5200-42220	02/27/2023 pziemer REPAIR & MAINT	03/22/2023	37.95 37.95	37.95	Open	N 03/22/2023
		Total for vendor 0889 - MENARDS - BAXTER:		37.95	37.95		
Vendor 3394 - MIDWEST MACHINERY CO:							
9503657 76494	MIDWEST MACHINERY CO PARK EQUIPMENT PARTS/REPAIRS 230-5200-42220	03/02/2023 pziemer REPAIR & MAINT	03/22/2023	566.09 566.09	566.09	Open	N 03/22/2023
		Total for vendor 3394 - MIDWEST MACHINERY CO:		566.09	566.09		
Vendor 1021 - MOTOROLA:							
8281588504 76585	MOTOROLA WATCHGUARD BATTERIES FOR AUDIO CONTR 225-2120-42210	03/10/2023 pziemer OPERATING SUPPLIES	03/22/2023	45.00 45.00	45.00	Open	N 03/22/2023
		Total for vendor 1021 - MOTOROLA:		45.00	45.00		
Vendor 3168 - MOTORS-N-MORE:							
29736 76461	MOTORS-N-MORE SQD 434 - OIL CHANGE	03/06/2023 pziemer	03/22/2023	23.00	23.00	Open	N 03/22/2023

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	GL Distribution						
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		23.00			
29737 76462	MOTORS-N-MORE	03/06/2023	03/22/2023	503.36	503.36	Open	N
	SQD 431 - WHEEL BEARINGS	pziemer					03/22/2023
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		503.36			
29732 76472	MOTORS-N-MORE	03/02/2023	03/22/2023	23.00	23.00	Open	N
	SQD 430 - OIL CHANGE	pziemer					03/22/2023
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		23.00			
29742 76586	MOTORS-N-MORE	03/10/2023	03/22/2023	23.00	23.00	Open	N
	SQD 435 - OIL CHANGE	pziemer					03/22/2023
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		23.00			
Total for vendor 3168 - MOTORS-N-MORE:				572.36	572.36		

Vendor 0273 - NAPA AUTO PARTS:

586449 76510	NAPA AUTO PARTS	03/07/2023	03/22/2023	190.20	190.20	Open	N
	FLOOR DRY	pziemer					03/22/2023
	235-3100-42220	REPAIR & MAINT		190.20			
Total for vendor 0273 - NAPA AUTO PARTS:				190.20	190.20		

Vendor 1153 - NORTHLAND ARBORETUM:

MAR 2023 76581	NORTHLAND ARBORETUM	03/15/2023	03/22/2023	7,819.75	7,819.75	Open	N
	REMIT MAR 23 LEVY	pziemer					03/22/2023
	101-9200-43462	REMIT ARBORETUM LEVY		7,819.75			
Total for vendor 1153 - NORTHLAND ARBORETUM:				7,819.75	7,819.75		

Vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:

1647-181158 76546	O'REILLY AUTOMOTIVE STORES INC.	03/10/2023	03/22/2023	17.04	17.04	Open	N
	WIPER FLUID PARKS	pziemer					03/22/2023
	230-5200-42220	REPAIR & MAINT		17.04			
Total for vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:				17.04	17.04		

Vendor 0561 - PEOPLES SECURITY:

238719 76536	PEOPLES SECURITY	02/28/2023	03/22/2023	263.88	263.88	Open	N
	ANNUAL MONITORING 3/1/23-2/29/24	pziemer					03/22/2023
	211-5500-42220	REPAIR & MAINT		263.88			
Total for vendor 0561 - PEOPLES SECURITY:				263.88	263.88		

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Vendor 2620 - PERSONNEL EVALUATION INC:							
47018 76455	PERSONNEL EVALUATION INC PROFILE - NEW HIRE 225-2120-43300	02/28/2023 pziemer	03/22/2023	25.00	25.00	Open	N 03/22/2023
	PROFESSIONAL SERVICES			25.00			
	Total for vendor 2620 - PERSONNEL EVALUATION INC:			25.00	25.00		
Vendor MISC - PIERZ VETERINARY CLINIC:							
69384 76527	PIERZ VETERINARY CLINIC SHELTER DOG - WELLNESS EXAM 225-2700-43430	02/21/2023 pziemer	03/22/2023	45.00	45.00	Open	N 03/22/2023
	MISCELLANEOUS			45.00			
	Total for vendor MISC - PIERZ VETERINARY CLINIC:			45.00	45.00		
Vendor 2487 - RAILROAD MANAGEMENT COMPANY:							
476756 76491	RAILROAD MANAGEMENT COMPANY LIC #302985 6/2/23-6/1/24 238-3160-43430	03/01/2023 pziemer	03/22/2023	344.67	344.67	Open	N 03/22/2023
	MISCELLANEOUS			344.67			
476757 76492	RAILROAD MANAGEMENT COMPANY LIC # 302986 6/2/23-6/1/24 238-3160-43430	03/01/2023 pziemer	03/22/2023	344.67	344.67	Open	N 03/22/2023
	MISCELLANEOUS			344.67			
	Total for vendor 2487 - RAILROAD MANAGEMENT COMPANY:			689.34	689.34		
Vendor 3768 - SADUSKY RENOVATIONS:							
57 76468	SADUSKY RENOVATIONS FEB 23 INSPECTION SERVICES 101-2400-43300	03/02/2023 pziemer	03/22/2023	6,707.96	6,707.96	Open	N 03/22/2023
	PROFESSIONAL SERVICES			6,707.96			
	Total for vendor 3768 - SADUSKY RENOVATIONS:			6,707.96	6,707.96		
Vendor 0314 - SHANNON'S AUTO BODY:							
12398 76537	SHANNON'S AUTO BODY WESTERN TRUCK PLOW REPAIRS 230-5200-42220	03/09/2023 pziemer	03/22/2023	958.61	958.61	Open	N 03/22/2023
	REPAIR & MAINT			958.61			
	Total for vendor 0314 - SHANNON'S AUTO BODY:			958.61	958.61		
Vendor 0317 - SHORT ELLIOTT HENDRICKSON:							

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442711 76595	SHORT ELLIOTT HENDRICKSON IMP 20-07 BRD MN I&I SEWER STUDY 401-9030-43300-20:07	03/07/2023 pziemer	03/22/2023	7,927.04 7,927.04	7,927.04	Open	N 03/22/2023
	Total for vendor 0317 - SHORT ELLIOTT HENDRICKSON:			7,927.04	7,927.04		

Vendor 4185 - SRF CONSULTING GROUP:

16359.00-2 76591	SRF CONSULTING GROUP 210/LUM PARK PEDESTRIAN BRIDGE STUDY 229-9030-43300-23:06	02/28/2023 pziemer	03/22/2023	684.41 684.41	684.41	Open	N 03/22/2023
	Total for vendor 4185 - SRF CONSULTING GROUP:			684.41	684.41		

Vendor 2589 - STAPLES ADVANTAGE:

3532378027 76587	STAPLES ADVANTAGE TONER/PAPER/BINDER CLIPS, EVIDENCE L 225-2120-42200 225-2120-42210	03/04/2023 pziemer	03/22/2023	196.20 177.39 18.81	196.20	Open	N 03/22/2023
	Total for vendor 2589 - STAPLES ADVANTAGE:			196.20	196.20		

Vendor 0322 - STREICHERS PROF EQUIP:

I1619974 76463	STREICHERS PROF EQUIP 724NP - INITIAL ISSUE 225-2120-41113	02/20/2023 pziemer	03/22/2023	301.94 301.94	301.94	Open	N 03/22/2023
I1619975 76464	STREICHERS PROF EQUIP 724NP - INITIAL ISSUE 225-2120-41113	03/02/2023 pziemer	03/22/2023	116.98 116.98	116.98	Open	N 03/22/2023
I1621024 76588	STREICHERS PROF EQUIP 724NP - INITIAL ISSUE 225-2120-41113	03/08/2023 pziemer	03/22/2023	69.98 69.98	69.98	Open	N 03/22/2023
I1621079 76589	STREICHERS PROF EQUIP 722 - UNIFORM PANTS 225-2120-41113	03/08/2023 pziemer	03/22/2023	149.97 149.97	149.97	Open	N 03/22/2023
	Total for vendor 0322 - STREICHERS PROF EQUIP:			638.87	638.87		

Vendor 0325 - THELEN HTG & RFG CO:

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31627 76548	THELEN HTG & RFG CO QTY 2 OIL FILTERS 235-3100-42220 REPAIR & MAINT Total for vendor 0325 - THELEN HTG & RFG CO:	03/09/2023 pziemer	03/22/2023	10.00 10.00 10.00	10.00 10.00	Open	N 03/22/2023
Vendor 0145 - TREAS, FIRE RELIEF ASSOC:							
3/15/23 76592	TREAS, FIRE RELIEF ASSOC REMIT FF SBR REMIBURSEMENT 225-2220-33420 FIRE STATE AID Total for vendor 0145 - TREAS, FIRE RELIEF ASSOC:	03/15/2023 pziemer	03/22/2023	1,000.00 1,000.00 1,000.00	1,000.00 1,000.00	Open	N 03/22/2023
Vendor 0087 - VISIT BRAINERD:							
JAN 2023 LODGING 76599	VISIT BRAINERD REMIT JAN 2023 LODGING TAX 101-9200-43340 LODGING TAX REMIT/PR Total for vendor 0087 - VISIT BRAINERD:	03/01/2023 pziemer	03/22/2023	2,072.10 2,072.10 2,072.10	2,072.10 2,072.10	Open	N 03/22/2023
Vendor 0344 - WASTE PARTNERS INC:							
32X98654 76466	WASTE PARTNERS INC FEB 23 WASTE REMOVAL 260-9020-43300 PROFESSIONAL SERVICES	02/28/2023 pziemer	03/22/2023	487.24 487.24	487.24	Open	N 03/22/2023
32X97788 76478	WASTE PARTNERS INC FEB 2023 LIBRARY WASTE REMOVAL 211-5500-43380 UTILITIES Total for vendor 0344 - WASTE PARTNERS INC:	02/28/2023 pziemer	03/22/2023	91.80 91.80 579.04	91.80 579.04	Open	N 03/22/2023
Vendor 3199 - WEX BANK:							
87537052/CD 76563	WEX BANK FEB 23 COM FEV FUEL 101-2400-42212 101-2400-42220 MOTOR FUELS REPAIR & MAINT	02/28/2023 pziemer	03/22/2023	197.45 186.82 10.63	197.45	Open	N 03/22/2023
87537052/PARKS 76564	WEX BANK FEB 2023 PARKS FUEL & DIESEL SUPPLEMENT 230-5200-42212 230-5200-42212 MOTOR FUELS MOTOR FUELS	02/28/2023 pziemer	03/22/2023	1,145.03 1,123.47 21.56	1,145.03	Open	N 03/22/2023

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87537052/PD							
76565*	WEX BANK	02/28/2023	03/22/2023	4,665.67	4,665.67	Open	N
	FEB 2023 POLICE DEPT FUEL	pziemer					03/22/2023
	225-2120-43380	UTILITIES		4,734.93			
	225-2120-43380	UTILITIES		(69.26)			
87537052/STRTS							
76566	WEX BANK	02/28/2023	03/22/2023	10,729.66	10,729.66	Open	N
	FEB 2023 STREET DEPT FUEL	pziemer					03/22/2023
	235-3125-42212	MOTOR FUELS		10,729.66			
87537052/FD							
76567	WEX BANK	02/28/2023	03/22/2023	1,046.36	1,046.36	Open	N
	FEB 2023 FIRE DEPT FUEL	pziemer					03/22/2023
	225-2220-42212	MOTOR FUELS		1,046.36			
87537052/ADMIN							
76568	WEX BANK	02/28/2023	03/22/2023	(67.47)	(67.47)	Open	N
	FEB 2023 WEX EDGE REBATE	pziemer					03/22/2023
	101-0000-36299	MISCELLANEOUS REVENUE		(67.47)			
	Total for vendor 3199 - WEX BANK:			17,716.70	17,716.70		
Vendor 3899 - WEX HEALTH INC:							
0001700756-IN							
76528	WEX HEALTH INC	02/28/2023	03/22/2023	43.30	43.30	Open	N
	FEB 2023 COBRA	pziemer					03/22/2023
	101-9200-43300	PROFESSIONAL SERVICES		43.30			
	Total for vendor 3899 - WEX HEALTH INC:			43.30	43.30		
Vendor 1159 - WINNERS TROPHY:							
12552							
76490	WINNERS TROPHY	03/06/2023	03/22/2023	25.00	25.00	Open	N
	NAMEPLATE FOR TAC MTG	pziemer					03/22/2023
	203-9000-43430	MISCELLANEOUS		25.00			
	Total for vendor 1159 - WINNERS TROPHY:			25.00	25.00		
Vendor 1712 - WSB & ASSOCIATES:							
R-020548-000-8							
76540	WSB & ASSOCIATES	02/28/2023	03/22/2023	5,097.00	5,097.00	Open	N
	HARRISON SRTS JAN 2023	pziemer					03/22/2023
	401-9030-43300-22:06	PROFESSIONAL SERVICES		5,097.00			
	Total for vendor 1712 - WSB & ASSOCIATES:			5,097.00	5,097.00		
Vendor 0354 - ZIEGLER, INC:							

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IN000903190 76481	ZIEGLER, INC CUTTING EDGE BOLTS 235-3125-42220	03/04/2023 pziemer	03/22/2023	92.00	92.00	Open	N 03/22/2023
	REPAIR & MAINT			92.00			
IN000896515 76488	ZIEGLER, INC CUTTING EDGE NUTS AND BOLTS 235-3125-42220	02/28/2023 pziemer	03/22/2023	92.00	92.00	Open	N 03/22/2023
	REPAIR & MAINT			92.00			
IN000896523 76489	ZIEGLER, INC LOADER 115 FILTERS 235-3100-42220	02/28/2023 pziemer	03/22/2023	330.99	330.99	Open	N 03/22/2023
	REPAIR & MAINT			330.99			
IN000896763 76538	ZIEGLER, INC CATERPILLAR COOLANT 235-3125-42220	02/28/2023 pziemer	03/22/2023	315.72	315.72	Open	N 03/22/2023
	REPAIR & MAINT			315.72			
IN000913838 76545	ZIEGLER, INC GRADER 113 LIGHT BULBS 235-3125-42220	03/14/2023 pziemer	03/22/2023	6.10	6.10	Open	N 03/22/2023
	REPAIR & MAINT			6.10			
IN000917083 76605	ZIEGLER, INC TRUCK 108 10W-30 ENGINE OIL 235-3100-42220	03/16/2023 pziemer	03/22/2023	204.26	204.26	Open	N 03/22/2023
	REPAIR & MAINT			204.26			
Total for vendor 0354 - ZIEGLER, INC:				1,041.07	1,041.07		

# of Invoices:	145	# Due:	145	Totals:	444,937.40	444,937.40
# of Credit Memos:	2	# Due:	2	Totals:	(96.50)	(96.50)
Net of Invoices and Credit Memos:					444,840.90	444,840.90

* 1 Net Invoices have Credits Totalling: (69.26)

--- TOTALS BY GL DISTRIBUTION ---

101-0000-15510	PREPAID OTHER	1,950.00
101-0000-36299	MISCELLANEOUS REVENUE	(67.47)
101-1400-43330	PROFESSIONAL DEVELOPMENT	398.75
101-1700-43331	LEASE PAYMENTS	1,068.82
101-1700-43350	PRINTING/LEGAL PUBLICATION	97.80
101-1800-43309	COMPUTER SUPPORT	1,128.12
101-1800-43321	TELEPHONE	721.25
101-1940-43321	TELEPHONE	54.02
101-1940-43410	RENTAL EXPENSE	88.16
101-2400-42212	MOTOR FUELS	186.82
101-2400-42220	REPAIR & MAINT	10.63
101-2400-43300	PROFESSIONAL SERVICES	6,707.96

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-2400-43331	LEASE EXPENSE		357.61			
	101-2400-43350	PRINTING/LEGAL PUBLICATION		326.40			
	101-9200-43300	PROFESSIONAL SERVICES		12,203.30			
	101-9200-43340	LODGING TAX REMIT/PR		2,072.10			
	101-9200-43438	MISC SPECIAL PROJECTS		500.00			
	101-9200-43460	REMIT COMMUNITY ACTION LEVY		7,819.75			
	101-9200-43461	REMIT SENIOR CITIZEN LEVY		7,819.75			
	101-9200-43462	REMIT ARBORETUM LEVY		7,819.75			
	203-9000-42212	MOTOR FUELS		9,995.94			
	203-9000-43401	VEHICLE REPAIRS		10,611.76			
	203-9000-43430	MISCELLANEOUS		25.00			
	203-9000-43440	TRANSIT SERVICE CONTRACT PY		89,321.82			
	211-5500-42220	REPAIR & MAINT		418.68			
	211-5500-43300	PROFESSIONAL SERVICES		675.00			
	211-5500-43380	UTILITIES		91.80			
	211-5505-43430	MISC - COPY MACHINE PYMTS		77.97			
	225-2120-35102	PARKING FINES		50.00			
	225-2120-41113	UNIFORM ALLOWANCE		638.87			
	225-2120-42200	OFFICE SUPPLIES		202.76			
	225-2120-42209	SAFETY EQUIPMENT SUPPLIES		60.73			
	225-2120-42210	OPERATING SUPPLIES		218.36			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		572.36			
	225-2120-43300	PROFESSIONAL SERVICES		735.84			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		18.75			
	225-2120-43321	TELEPHONE		97.04			
	225-2120-43331	LEASED PAYMENTS		9,058.70			
	225-2120-43380	UTILITIES		4,665.67			
	225-2220-33420	FIRE STATE AID		1,000.00			
	225-2220-42210	OPERATING SUPPLIES		2,651.66			
	225-2220-42212	MOTOR FUELS		1,046.36			
	225-2220-42220	REPAIR & MAINT		3,109.14			
	225-2220-42250	PERSONAL PROTECTIVE GEAR		639.31			
	225-2220-43300	PROFESSIONAL SERVICES		9,042.00			
	225-2220-43321	TELEPHONE		68.75			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		3,100.00			
	225-2220-43331	LEASED PAYMENTS		1,483.18			
	225-2700-43300	PROFESSIONAL SERVICES		1,919.33			
	225-2700-43430	MISCELLANEOUS		1,086.00			
	229-9030-43300-23:06	PROFESSIONAL SERVICES		684.41			
	230-5200-42212	MOTOR FUELS		1,145.03			
	230-5200-42220	REPAIR & MAINT		1,636.69			
	230-5200-43321	TELEPHONE		75.76			
	230-5200-43331	LEASE PAYMENTS		2,377.52			
	230-5215-42220	REPAIR & MAINT		689.98			
	230-5226-42220	REPAIR & MAINT		909.95			
	235-3100-42220	REPAIR & MAINT		1,086.98			
	235-3100-42240	SMALL TOOLS		120.54			
	235-3100-43321	TELEPHONE		19.75			
	235-3100-43331	LEASE PAYMENTS		2,600.59			
	235-3100-43430	MISCELLANEOUS		214.73			
	235-3125-42212	MOTOR FUELS		10,729.66			
	235-3125-42220	REPAIR & MAINT		4,752.83			
	237-3190-42220	REPAIR & MAINT		202.28			
	237-3190-43331	LEASE PAYMENTS		626.01			
	237-3190-46611	INTEREST PAYMENTS		35,888.63			
	238-3160-43430	MISCELLANEOUS		689.34			
	251-9360-43467	REMIT LOCAL SALES TAX COLLECT		98,142.72			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	260-9020-41150	WORKERS COMP		20,441.00			
	260-9020-43300	PROFESSIONAL SERVICES		487.24			
	260-9020-43321	TELEPHONE		774.09			
	260-9020-43380	UTILITIES		11,147.26			
	280-9700-43470	UNINSURED LOSSES		245.48			
	295-6510-43350	PRINTING/LEGAL PUBLICATION		12.96			
	315-7940-43300	PROFESSIONAL SERVICES		850.00			
	400-2001-45530	PYMTS TO CONTRACTORS		175.13			
	400-9050-45500-22:40	CAPITAL OUTLAY		5,100.00			
	400-9050-45530	CAPITAL - OTHER		26,044.00			
	401-9030-43300-20:07	PROFESSIONAL SERVICES		7,927.04			
	401-9030-43300-22:06	PROFESSIONAL SERVICES		5,097.00			

03/16/2023 02:22 PM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 03/20/2023 - 03/20/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 23/24

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			51,263.52	51,263.52		
	203 - TRANSIT FUND			109,954.52	109,954.52		
	211 - LIBRARY FUND			1,263.45	1,263.45		
	225 - PUBLIC SAFETY FUND			41,464.81	41,464.81		
	229 - PANDEMIC GRANTS			684.41	684.41		
	230 - PARK & RECREATION FUND			6,834.93	6,834.93		
	235 - STREET & SEWER FUND			19,525.08	19,525.08		
	237 - SANITARY SEWER FUND			36,716.92	36,716.92		
	238 - STORM SEWER FUND			689.34	689.34		
	251 - LOCAL OPTION SALES TAX			98,142.72	98,142.72		
	260 - AIRPORT FUND			32,849.59	32,849.59		
	280 - PACKAGE INSURANCE FUND			245.48	245.48		
	295 - EDA FUND			12.96	12.96		
	315 - SINKING 315 15A GO FUND			850.00	850.00		
	400 - CAPITAL PROJECTS FUND			31,319.13	31,319.13		
	401 - CONSTRUCTION FUND			13,024.04	13,024.04		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			1,882.53	1,882.53		
	1400 - ADMINISTRATION			398.75	398.75		
	1700 - ENGINEERING			1,166.62	1,166.62		
	1800 - IT/GIS			1,849.37	1,849.37		
	1940 - CITY HALL			142.18	142.18		
	2001 - STREET REMODEL/ADDITION			175.13	175.13		
	2120 - POLICE DEPARTMENT			16,319.08	16,319.08		
	2220 - FIRE DEPARTMENT			22,140.40	22,140.40		
	2400 - COMMUNITY DEVL/INSPECTION			7,589.42	7,589.42		
	2700 - ANIMAL CONTROL			3,005.33	3,005.33		
	3100 - S & S MAINTENANCE			4,042.59	4,042.59		
	3125 - SNOW REMOVAL			15,482.49	15,482.49		
	3160 - STORM SEWER EXPENSE			689.34	689.34		
	3190 - SANITARY SEWER EXPENSE			36,716.92	36,716.92		
	5200 - PARK MAIN/ADMINISTRATION			5,235.00	5,235.00		
	5215 - ADULT SOFTBALL			689.98	689.98		
	5226 - YOUTH BASEBALL PROGRAM			909.95	909.95		
	5500 - LIBRARY-BUDGETED			1,185.48	1,185.48		
	5505 - TAXABLE FEES			77.97	77.97		
	6510 - ECONOMIC DEVELOPMENT AUTH			12.96	12.96		
	7940 - SINKING 15A GO FUND			850.00	850.00		
	9000 - TRANSIT FUND			109,954.52	109,954.52		
	9020 - AIRPORT M & O			32,849.59	32,849.59		
	9030 - CONSTRUCTION PROJ-MISC			13,708.45	13,708.45		

03/16/2023 02:22 PM
User: pziemer
DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD
EXP CHECK RUN DATES 03/20/2023 - 03/20/2023
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						
--- TOTALS BY DEPT/ACTIVITY ---							
	9050 - CAPITAL PROJECTS-MISC			31,144.00	31,144.00		
	9200 - CITY-WIDE			38,234.65	38,234.65		
	9360 - LOCAL OPTION SALES TAX			98,142.72	98,142.72		
	9700 - PACKAGE INSURANCE			245.48	245.48		

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

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

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

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND STUNEK, DULY CARRIED, TO APPROVE THE AGENDA.

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

- A. Approval of Bills
- B. Approval of Minutes
 - a. Regular City Council Meeting held on February 21st, 2023
 - b. Joint Workshop City Council and Park Board held on February 27th, 2023
- C. Approval of Licenses
- D. Department Activity Report
- E. Temporary On-Sale Liquor License Application- Submitted By Jackpine Brewery, For An Event To Be Held On March 24 & 25 At The Essentia Health Sports Center, 502 Jackson St, Brainerd
- F. Minnesota Lawful Gambling Application For Exempt Permit- Submitted By Vigilant Guardians Veterans Motorcycle Club Inc. For An Event To Be Held At 1119 S 6th St On September 24, 2023
- G. Approval Of Public Boxing Application- Submitted By Northern Pacific Center For An Event To Be Held At The NP Center, 1511 Northern Pacific Rd, On March 10th- Contingent On Police Chief And Fire Chief Authorization

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

Council Committee Reports

Safety and Public Works Committee

Event/ Street Closure Application- CLC 5k

Committee Chair O'Day stated that the 5k is for mental health awareness and he encourages everyone to participate.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO APPROVE APPLICATION UNDER THE CONDITIONS AS DESCRIBED IN THE EVENT APPLICATION.

Approve MnDNR Outdoor Recreation Grant Application

Committee Chair O'Day stated that the grant was discussed at the workshop with the Park Board general consensus was that the pavilion will not include a bathroom.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO AUTHORIZE STAFF TO APPLY FOR THE MNDNR OUTDOOR RECREATION GRANT FOR THE LUM PARK BEACH & CAMPGROUND EXPANSION PROJECT TO ALLOW FOR DEMOLITION OF THE EXISTING BUILDING AND CONSTRUCTION OF A NEW PAVILION FACILITY.

Adopt Resolution Formally Dedicating Park Lands

Committee Chair O'Day stated that with the dedication of the Lyman P. White Park that extends to the College Drive Bridge staff reviewed the dedication of the other parks. Staff discovered that none of the other parks were dedicated to the Park Board. This resolution will cover all parks except the Buffalo Hills Lions Park, Gustafson Park, and Trailside Park until future development and master planning in these parks is determined.

Member Johnson asked whether the Parks that are not being dedicated to the Parks Department would still be maintained even though they will not be properly dedicated.

Committee Chair O'Day stated that the odds are good, since they have been maintained up to this point.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN TO ADOPT RESOLUTION DESIGNATING THE CURRENT PARKS- LESS BUFFALO HILLS, GUSTAFSON, AND TRAILSIDE PARKS- AND THE NEW LYMAN P. WHITE PARK AS PARK LANDS.

RESOLUTION 12:23

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

Adopt Resolution Removing On-Street Parking on Lum Park Road

Committee Chair O'Day stated that this is a part of the grant to rebuild the road from Highway 210 into the boat launch. Plans include narrowing of a segment of Lum Park Road to accommodate trail across the box culvert.

Member Johnson asked how this would affect parking for events like the Ski Loons show. He stated that he supports the motion but is concerned about parking being brought out to 13th Avenue Northeast.

Mayor Badeaux stated he is speaking against the resolution because this is the first time he is hearing about removing parking for a grant that was initially brought through Parks. The philosophy of the City is to push parking onto the street. The parking that is in the beach area would be moved to the street creating a need for more on street parking not less.

Member Stunek asked if this could be event specific.

City Engineer/ Public Works Director Dehn stated that this wouldn't be possible is due to the narrowing of the road and the inability to support two-way traffic with on street parking. A lot

of this section already doesn't allow for parking. With the parks maintenance facility moving, there would be off street parking available.

Member Czczok asked whether the project could proceed without approving the removal of parking and how much this would affect the cost of the project.

City Engineer/Public Works Director Dehn stated that the scope of the project would have to change, and the cost of the project would increase with the widening of the road. A rough estimate of cost increase is \$50,000 or more.

Member Johnson stated that he no longer supports the resolution. He would like to see this matter sent back to the Park Board.

Member O'Day asked staff to look at the possibility for increasing parking in another space.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK TO ADOPT RESOLUTION CHANGING THE PARKING ZONE ON LUM PARK ROAD BETWEEN TH 210 TO THE BOAT LAUNCH ACCESS ROAD.

RESOLUTION 13:23

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

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO SEND THIS MATTER BACK TO THE PARK BOARD.

Approve Engineering Proposal for the Buffalo Hills Gully Remediation Project

Committee Chair O'Day stated that the City has received three other proposals for the gully project after Council requested other quotes for engineering services. The proposals submitted were less than the previous proposal by Bolton & Menk. The committee felt it was unfair to the original proposal, however, they chose to award the engineering services to SEH.

Member Johnson stated that he could not support the motion due to SEH seeing Bolton & Menk's proposal prior to submitting their own.

Member Czczok stated that he was hesitant to ask staff at the previous meeting to acquire more proposals. He stated that the City Attorney confirmed to the committee that there is nothing illegal about going out for more professional services proposals. However, it did not smell right to him to ask for more proposals, no matter how much he likes to save money. He agrees with Member Johnson and also voted no in committee.

Chair Bevans stated that he has still not heard whether the City is responsible for the gully in the first place. This is much like owning a home next to the railroad or airport and complaining about the noise.

Member Johnson stated that he would support the project if the City assessed the homeowners for the cost like they do with other Public Works projects.

Mayor Badeaux stated that he has found photos from 1939 with the gully in them. He does not support getting involved in repairing the gully.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN TO APPROVE THE SEH PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES FOR THE BUFFALO HILLS GULLY REMEDIATION PROJECT IN THE AMOUNT OF \$64,130.

Voice vote was taken, Chair Bevans requested a roll call vote.

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

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO REFER THIS MATTER TO LEGAL TO DETERMINE THE CITY'S RESPONSIBILITY WITH THE GULLY PROJECT.

Approve Street Lighting Policy

Committee Chair O'Day stated that the street lighting policy is now in a nice pretty package. This has been discussed at length.

Chair Bevans stated that he suspects that the Council may someday regret not putting banners along Washington Street, but as a taxpayer he realizes the cost is too much.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO APPROVE THE STREET LIGHTING POLICY AS PRESENTED.

Personnel and Finance Committee

Ratify the Hiring of Police Officer Nathanael Peters

Committee Chair Johnson stated that with this hiring, the City is at 26 sworn officers.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO RATIFY THE HIRING OF MR. NATHANAEL PETERS EFFECTIVE MARCH 13, 2023, ON STEP 4 OF THE POLICE OFFICER WAGE GRID AT \$36.04 PER HOUR.

Update Regarding Police Chief Hiring Process

Committee Chair Johnson stated that the position was posted internally, there were two applicants.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY, DULY CARRIED, TO APPROVE THE FORMATION OF A WORK GROUP COMPRISED OF ONE OR TWO CITY COUNCIL MEMBERS, CITY ADMINISTRATOR BERGMAN AND HR DIRECTOR SCHUBERT TO OVERSEE THE INTERVIEW AND PROMOTION RECOMMENDATION PROCESS.

The Chair nominated Members Johnson and Terry.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND STUNEK, DULY CARRIED, TO APPOINT COUNCIL MEMBERS JOHNSON AND TERRY TO THE WORK GROUP.

Approve Submittal of Request for Reconsideration of the City's 2023 Pay Equity Report

Committee Chair Johnson stated that the City expected that it would fail pay equity, this is the next step to get an extension.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE THE CITY AND FLAHERTY & HOOD STAFF TO OFFICIALLY REQUEST A RECONSIDERATION AND AN EXTENSION OF TIME FROM THE MN MANAGEMENT AND BUDGET DEPARTMENT FOR THE CITY OF BRAINERD TO ACHIEVE COMPLIANCE.

Update Regarding Classification and Compensation Study

Committee Chair Johnson stated that the committee had discussion on the market sources. The committee felt that Little Falls, which is also a county seat, was a better comparison than Sauk Rapids and Sartell that are in the St. Cloud/Metro.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY, DULY CARRIED, TO APPROVE THE SOURCES AS PRESENTED, REMOVING SAUK RAPIDS AND SARTELL FROM THE COMPARABLE MARKET SOURCES, AND ADDING LITTLE FALLS.

Request Council Rep for Work Group to Discuss Top Positions in BPU Department

Committee Chair Johnson stated that the City requested guidance from Flaherty & Hood, our Classification and Compensation Consultant, regarding the top two positions for the BPU Department to begin preparation for BPU Finance Director Wicklund's upcoming retirement. A recommendation was received, and Staff is requesting that a Council representative serve on a Work Group with the BPU Personnel Committee.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPOINT ONE MEMBER AS THE CITY COUNCIL'S REPRESENTATIVE TO SERVE ON A WORK GROUP TO BEGIN PREPARATIONS FOR BPU FINANCE DIRECTOR WICKLUND'S UPCOMING RETIREMENT.

Chair Bevans nominated Member Terry.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND JOHNSON, DULY CARRIED, TO APPOINT MEMBER TERRY TO THE WORK GROUP.

Authorize Crow Wing Historical Society Donation Request

Committee Chair Johnson stated that this is one of the allowable donations of a City, it has been past practice to donate \$500.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND TERRY, DULY CARRIED, TO AUTHORIZE A \$500 DONATION TO THE CROW WING HISTORICAL SOCIETY FROM THE SPECIAL PROJECTS BUDGETED LINE ITEM.

Authorize Purchase of Civic Clerk Software

Committee Chair Johnson stated that this software is an upgrade of the current agenda software. It will save a lot of staff time and it can convert the packets into HTML for citizens who need or want this feature.

Member Czeczok asked about the add ons that were available with the software and the cost they require.

Finance Director Hillman stated that staff is not proposing any additional add ons.

Chair Bevans stated that there is a yearly fee.

Committee Chair Johnson stated that it will have to find a place in the budget.

Finance Director Hillman stated that staff is going to try to negotiate the year two increase. Also, the Airport, BPU, and HRA will potentially be using this system it could then be a cost share.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE APPROPRIATE SIGNATURES, AND THE PURCHASE OF CIVIC CLERK SOFTWARE TO BE PAID OUT OF THE 2023 SPECIAL PROJECTS BUDGETED LINE ITEM.

Fire Contract Formula for 2024- Informational

Committee Chair Johnson stated that the Fire budget is increasing \$11,448 in 2024, of that Brainerd's share will increase by \$4,888.

Unfinished Business

Final Reading and Public Hearing- Proposed Ordinance 1547- Amending Section 320 of the City Code- Administrative Citations

Community Development Director Kramvik gave an overview of the proposed ordinance.

MOVED AND SECONDED BY COUNCIL MEMBERS STUNEK AND STENGLEIN, DULY CARRIED, TO CONDUCT THE FINAL READING OF PROPOSED ORDINANCE NO. 1547 – AMENDING SECTION 320 OF THE CITY CODE – ADMINISTRATIVE CITATIONS AND DISPENSE WITH THE ACTUAL READING.

The Chair opened the public hearing at 8:07 p.m.

No one came forward.

The Chair closed the public hearing at 8:08 p.m.

Member Johnson stated that he will vote no on the ordinance as there is no cap to the amount that a citizen could be cited.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND TERRY TO ADOPT ORDINANCE 1547 AN ORDINANCE AMENDING SECTION 320 OF THE CITY CODE PERTAINING TO ADMINISTRATIVE CITATIONS.

ORDINANCE 1547

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

Final Reading- Proposed Ordinance 1548- Rezoning Parcel #41160504 (Tract B) to RL-1

Community Development Director Kramvik gave an overview of the purpose for the ordinance. He stated that the public hearing was conducted at the Planning Commission.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND TERRY, DULYC CARRIED, TO CONDUCT THE FINAL READING OF PROPOSED ORDINANCE NO. 1548- REZONING PARCEL #41160504 (TRACT B) TO RL-1 AND DISPENSE WITH THE ACTUAL READING.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO ADOPT ORDINANCE 1548 AN ORDINANCE AMENDING THE CITY OF BRAINERD ZONING MAP.

ORDINANCE 1548

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

Call for Applicants – Informational:

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

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

Rental Dwelling License Board of Appeals – 5 terms (Expire 2025)

Mayor Recommended: (terms to expire 09/07 of said year)

Economic Development Authority (EDA) – 1 term (Expire 2028) 1 term (Expire 2026)

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

Parking Commission—1 term (Expire 2026)

Planning Commission-- 1 terms (Expire 2025)

Public Forum

The Chair opened the public forum at 8:12 p.m.

No one came forward.

The Chair closed the public forum at 8:12 p.m.

Staff Reports

Community Development Director Kramvik stated that at their next meeting the Planning Commission will discuss a CUP application on Crestview Lane, lighting, and goals of the Parking ordinance in the Zoning Code pertaining to off-street parking.

Mayor Report

Mayor Badeaux stated that the St. Patrick's Day Celebration will be on Saturday, March 11th. City Engineer/ Public Works Director Dehn, Community Development Director Kramvik, and Member O'Day will be a part of the parade. Member O'Day will be the Grand Marshall for the parade. The City's focus is to have things for families to do.

Council Member Reports

March 6th, 2023

Member Czeczok requested that the Finance Department review the Airport finances, specifically the CARES Act dollars. There are some concerns that he has.

Adjourn

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

The Chair adjourned the meeting at 8:18 p.m.

Jennifer Bergman
City Administrator

AIRTECH HEATING & COOLING OF B

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
18092 STATE HIGHWAY	Mechanical	Active	MB713591	07/28/2024	2023-0052	12/31/2023
18092 STATE HIGHWAY	Plumbing Contractor	Active	PC745761	12/31/2023	2023-0032	12/31/2023

ALTERNATIVE ENERGY SYSTEMS LL

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
19113 NATURE RD	Mechanical	Active	MB779739	04/08/2023	2023-0055	12/31/2023

CENTERPOINT ENERGY RESOURCES

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
700 W LINDEN AVE	Mechanical	Active	MB003503	08/04/2024	2023-0053	12/31/2023

KEVINS PLUMBING & HEATING LLC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
11799 GREGORY DR SW	Plumbing Contractor	Active	PC644497	12/31/2023	2023-0033	12/31/2023

MAVERICK'S HEATING & AIR

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
31246 COUNTY RD 3	Mechanical	Active	MB800697	10/31/2024	2023-0051	12/31/2023

PIPE DREAM PLUMBING INC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
16652 CR 3	Plumbing Contractor	Active	PC002690	12/31/2023	2023-0034	12/31/2023
16652 CR 3	Mechanical	Active	MB004129	12/11/2024	2023-0054	12/31/2023

PROFESSIONAL MECHANICAL SERVI

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
19640 200TH AVE NW	Mechanical	Active	MB003767	08/21/2024	2023-0056	12/31/2023
19640 200TH AVE NW	Plumber	Active	PC799082	12/31/2023	2023-0001	12/31/2023

Total Licensees7

Population: All Records
Licensee.DateRegistered Between 3/2/2023 12:00:00 AM AND 3/16/2023 12:00:00 AM

MEMO



TO: Mayor and City Council

FROM: James Kramvik, Community Development Director

DATE: March 20, 2023

RE: Community Development Director Report

Building

The Community Development Department issued 57 building Permits with a total project valuation of \$989,658 in the month of February.

This is an increase from February 2022 of \$326,686 in project valuation and an additional 23 permits issued by the department.

Within the River-to-Rail Corridor, seven (7) permits were issued. These improvements account for a total project value of \$355,550 and resulted in \$6,608.96 of waived 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.

Code Enforcement

The Community Development Department conducted 39 code enforcement inspections in January across the following categories:

- Nuisance on a Public Sidewalk – 20
- Junk and Debris – 9
- Animal Feces – 6
- Zoning Code Violation – 2
- Tree Diseased/Dead/Hazardous – 1
- Garbage – 1

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

Planning & Zoning

The Community Development Department reviewed the 2022 data collected by its intern on the state of off-street parking in Brainerd. After reviewing the survey of required spaces by the Zoning Code and the present spaces at facilities it was discovered there was only 78% of the required parking in the City. In order to test whether there was a deficit in the parking available in the City compared to the need, Assistant Planner Edwards conducted a utilization study of a sample of

businesses within each zoning district to determine the average utilization rate. The results showed that private parking lots were filled during normal business hours at a rate of 45%. This study does not consider the tourist increases to traffic and parking in the summer season or weekend retail shopping, as this affects decision-making about parking infrastructure.

Planning Commission Consideration for Off-Street Parking

- Revision of the Off-Street Parking Ordinance to institute lower parking minimums?
- The creation of parking maximums, specifically zoning districts with dense development.
- Utilizing a tiered approach to make residential parking areas more efficient and reduce the burden on developers?
- Parking in rear properties on unimproved surfaces?



City of Brainerd
IT/GIS Department Monthly Report
February 2023

Projects

- Airport connected to city network. Working on project to create a separate network segment for airport in anticipation of Dept of Homeland Security requirements. Waiting on vendor to migrate *brainerdairport.com* domain to city Microsoft Azure tenant to complete new airport users.
- BCA security audit – various projects still underway to comply with audit requirements – VPN changes, firewall changes, network configuration changes, logging software, etc.
- OneDrive - continued testing and preparations to move the majority of city file data from local servers to the cloud.
- Initial conversations with a new technology support provider to try to get better response and timeliness.

Software

- Updating agenda request forms and modified packet creation process.
- CivicClerk – demo and research of CivicPlus asset management software.
- CivicRec – park reservation/registration software – continued meetings, training, customizing, and troubleshooting to work out the kinks and optimize processes.
- Implementing a new IT asset tracking software and ticketing system.
- Initial meetings and discussions about likely future police record system replacement (hosted by county)

Hardware

- Door access control at street (public works) garage – equipment ordered, installation upon receipt.
- Replaced door relays at city hall and fire department (hardware tying phones, call boxes, and doors)
- Park cameras – planning and ordering for 2023.
- Setting up new physical server, planning migrations of some virtual servers from dated equipment.
- City Hall generator – entering research/planning phase.

Other

- Technical support for numerous meetings – City Council, Park Board, Planning Comm, EDA, etc.
- Staff: new Engineering Tech.

Statistics

Email: sent 7,162 (256/day), received 30,196 (1,078/day)

Cisco Secure Endpoint: 5.64M files scanned, 653K IPs scanned

YouTube – City of Brainerd channel 899 views, 141.6 hours watched



BRAINERD POLICE DEPARTMENT MONTHLY REPORT



BESTUL'S BOOYAH AWARD

Submitted by Sgt. Dooley: On 02/19/23, officers went to a disturbance. Jay made contact with a female who tried walking away. When interviewing her about the disturbance, Jay recognized that she closely resembled a suspect from a burglary that he investigated on 01/23/23. He determined that this female had a backpack that was very identifiable inside the house that she came from. The backpack contained evidence of the January burglary, including a \$4,000 necklace.

After arresting the suspect, Jay had a FaceTime call with the victims of the burglary, who were out of state. They confirmed multiple items that belonged to them.

The victim began crying and was so appreciative of Jay recovering two very important items – the necklace that was a family heirloom from her deceased mother and the backpack that was a gift from her brother shortly before his unexpected death.

This was outstanding, old-fashioned police work. Congrats to Jay for recognizing a suspect from a month earlier and documenting such a thorough investigation. This case highlights how even a “property” crime can have a lasting effect on a victim and is a testament to Jay’s excellent police work and investigative skill. **BOOYAH!**



EMPLOYEE RECOGNITION

2022 Officer of the Year



Officer Middleton was named the 2022 Police Officer of the Year. Officer Middleton was chosen for the award by his peers with honor and appreciation for his commendable and dedicated service.

2022 Best of Bestul's Booyah



Inv. Runde had six Booyah nominations and received the award three times in 2022. This was in recognition of Runde's outstanding performance with complex, multi-jurisdictional investigations throughout the year, as well as being the TZD Coordinator and FTO Liaison.

Life Saver Award



Officer Middleton and Officer Personius received the North Memorial Health Ambulance Life Saver Award for their participation in the pre-hospital care of a patient in cardiac arrest.

OVERALL CALLS FOR SERVICE

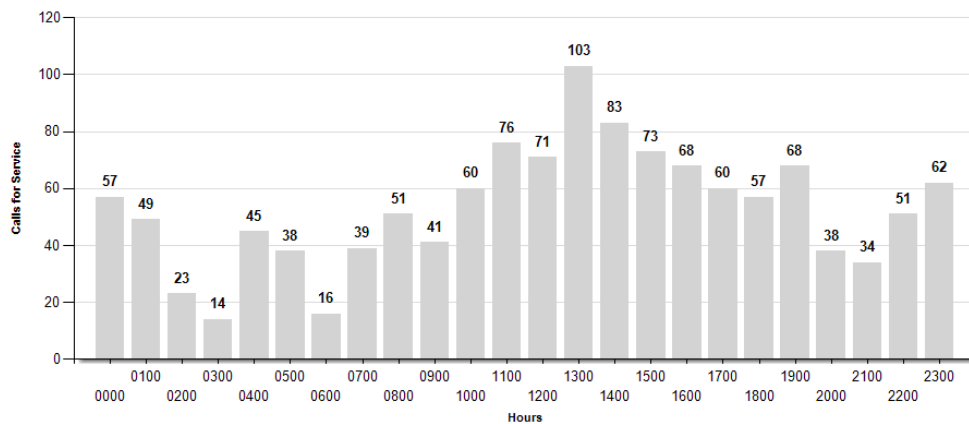
February	2023	2022
Number of Calls for Service	1277	1377



Calls for Service Hourly

2/1/2023 to 2/28/2023

Total Calls: 1310

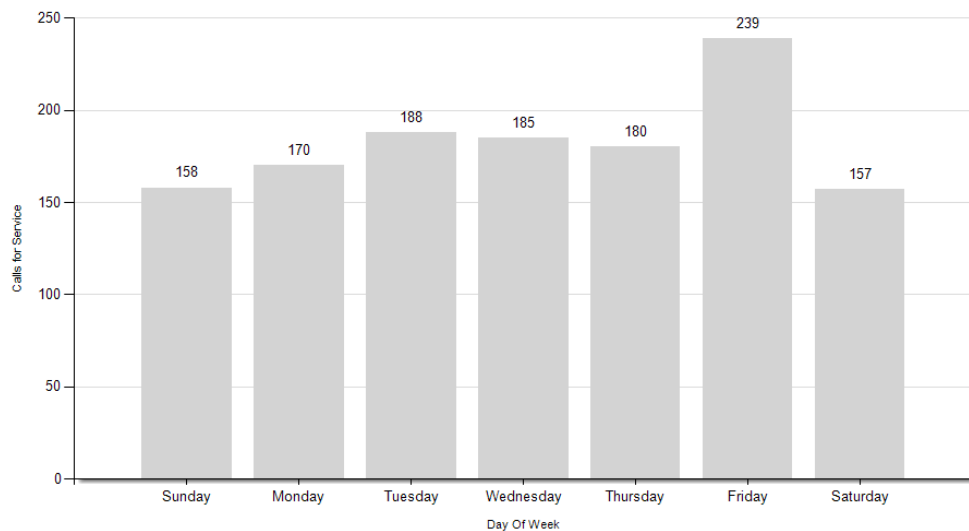


Calls for Service Day Of Week

Start Date: 2/1/2023

End Date: 2/28/2023

Total Calls: 1310



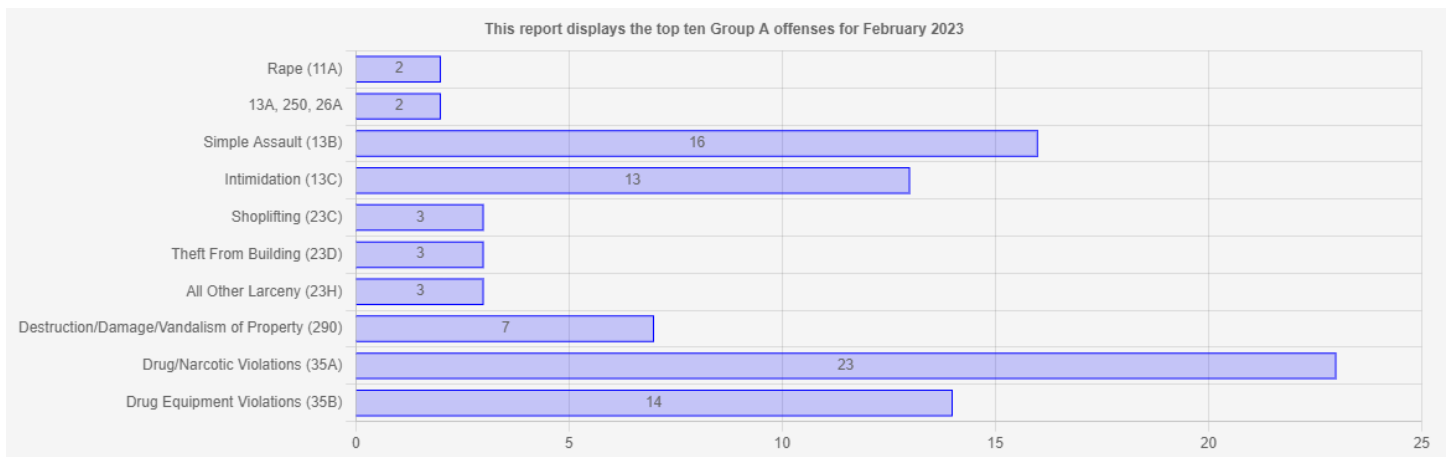
CRIME STATISTICS

Year to Date through February	2023	2022
Group A Offenses Known or Reported to Police	196	205
Group A and B Arrests	125	110

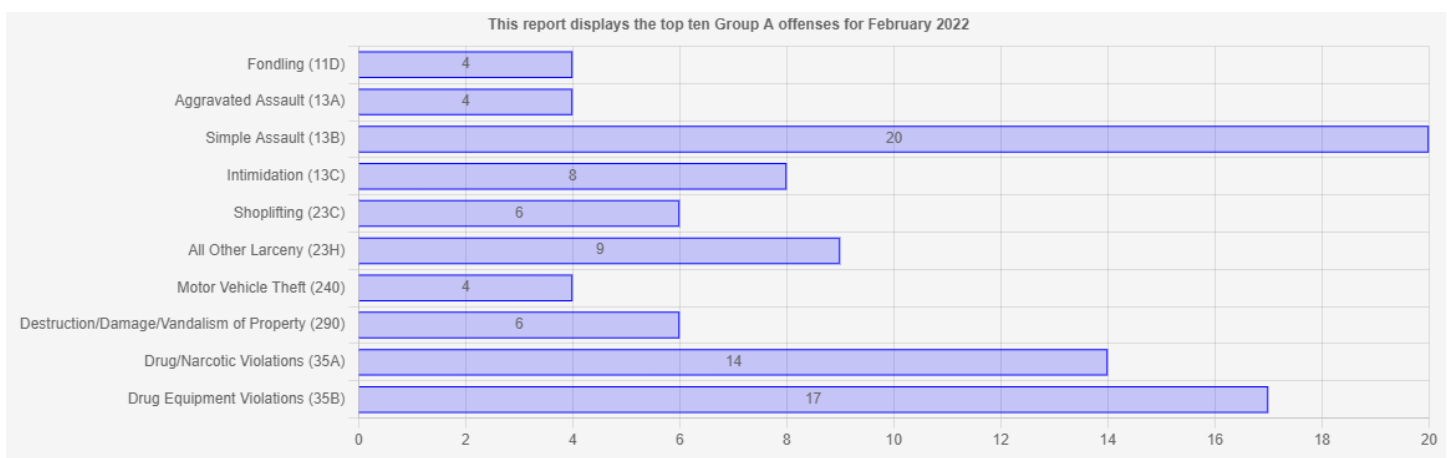
**** Note: 2023 totals do not include case files that have not yet been coded.**

TOP 10 GROUP A OFFENSES

February 2023



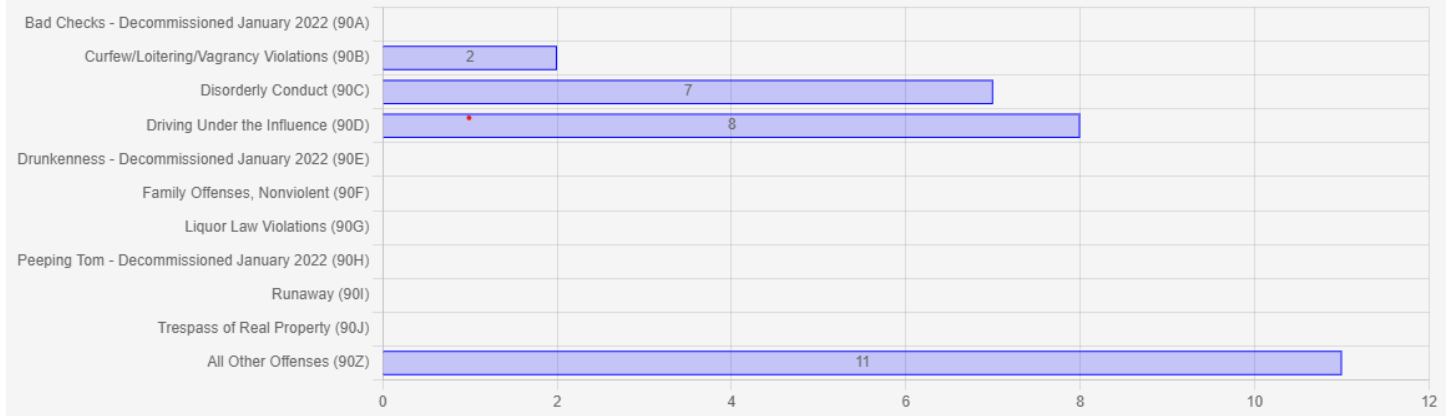
February 2022



GROUP B ARREST DATA

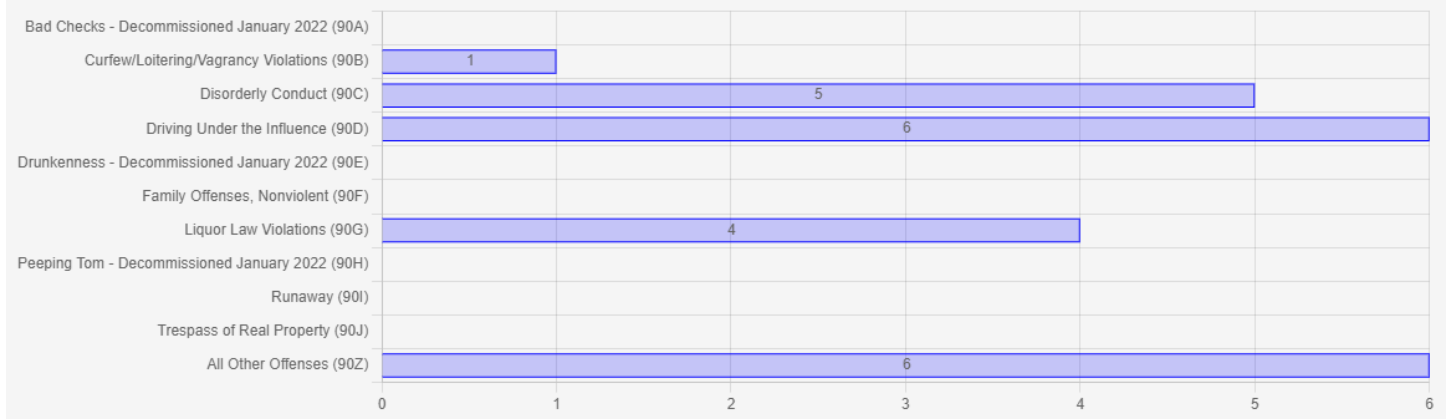
February 2023

This report displays all Group B arrests for February 2023



February 2022

This report displays all Group B arrests for February 2022



CITATIONS, PARKING TICKETS, & WRITTEN WARNINGS

February	2023	2022
Citations (Inc. Parking Tickets & Written Warnings)	237	391

131 parking tickets were issued in the month of February, with the following dispositions.

10	Dismissed
67	Paid in Full
3	Partial Payments Received
51	No Payment Received

Revenue Recapture Receipts:

2022 Total:	\$ 5,688.23
2023 To Date:	\$

CONDUCT ON PREMISES ACTIVITY REPORT

ICR	Date Reported	Title	Address	Summary
23001829	02/03/23	Conduct on Premises	1116 Norwood St	Conduct on Premises
23001848	02/04/23	Conduct on Premises	1987 S 7 th St	Conduct on Premises
23002713	02/23/23	Conduct on Premises	710 ½ Laurel St	Conduct on Premises
23002973	02/28/23	Conduct on Premises	710 ½ Laurel St	Conduct on Premises

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
February	1378	292	511	379	12.73 Minutes	49



COMMUNITY OUTREACH



Kinley and Evalyn were escorted to school by Officer Gleason one morning as part of the "Ride to School with a Cop" prize was donated to the Brainerd Public Schools Foundation fundraiser. Also pictured is Raegan.

TRAINING & STAFF DEVELOPMENT**Advanced Gun Laws**

Lieutenant Kulzer attended Advanced Gun Laws training. This course dug deeper into the analysis behind federal and state disqualifications, examined common issues, and helped attendees develop or review existing processes for permit analysis. They also worked on pointers and processes to increase the successful outcome chances in the event of permit litigation.

ALICE Instructor Certification Training

Sgt. Reed attended the two-day ALICE Instructor Certification Training course. ALICE is the leading training solution that increases an organization's and individual's odds of survival during a violent intruder event. ALICE, which stands for Alert, Lockdown, Inform, Counter, and Evacuate, is a post-Columbine, Virginia Tech, Sandy Hook strategy that goes beyond the conventional lockdown. ALICE Instructor Certification allows the instructor to train participants within their organization who have completed the ALICE e-Learning course.

The Reid Technique of Investigative Interviewing and Persuasion

Officer Middleton attended the Reid Technique of Investigative Interviewing and Persuasion course via Zoom. Participants of this course learn how to assess the credibility of the subject, develop the structure of the interview using investigative and behavior provoking questions, and how to persuade the subject to tell the truth.

Leading Beyond Compliance

Investigator Runde and Officer Gleason attended a two day Leading Beyond Compliance course offered by the Bureau of Criminal Apprehension as part of their Leadership Development track. This course studies ways in which law enforcement managers can be more effective at directing, motivating, mentoring, and empowering their team members.

Business Technology Training

Support staff attended a variety of two-hour virtual business technology training sessions during February, including segments on Microsoft Excel and Microsoft Word. The training modules include instruction and hands on exercises to learn a variety of tips and tricks for creating, editing, and formatting documents.

Department Training Days

Department training days in February included first aid, recertification on CPR and AED use, application of tourniquets, entry level patrol operations training on breaching doors, and officer down tactics.

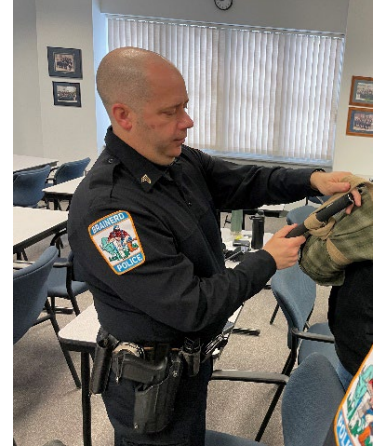
Officers received entry level patrol operations training on mechanically opening doors with force (commonly referred to as "breaching doors") with newly obtained tools.

Officers were given demonstrations and instruction on the proper utilization of the new entry (breach) pack and entry ram. They also trained on the proper use of the Halligan tool (pry bar), the sledge, and the ram.

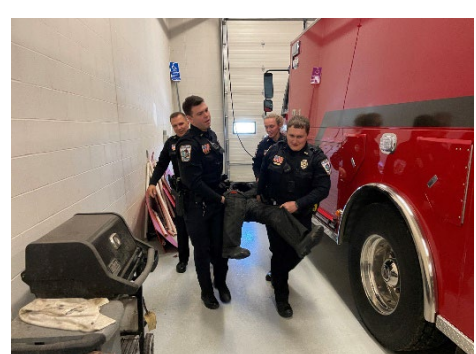
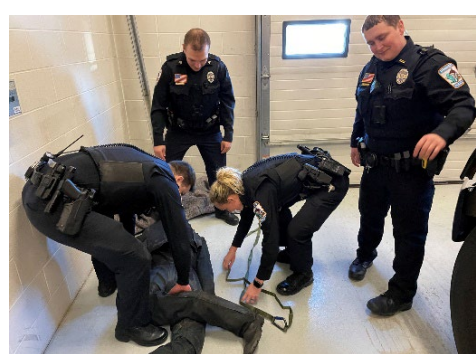
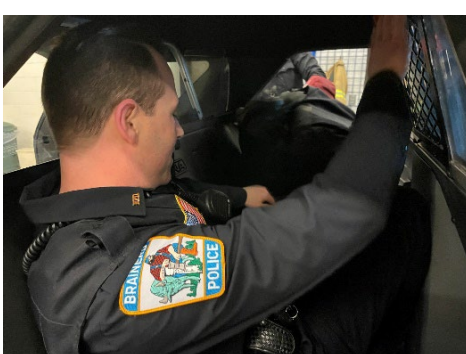
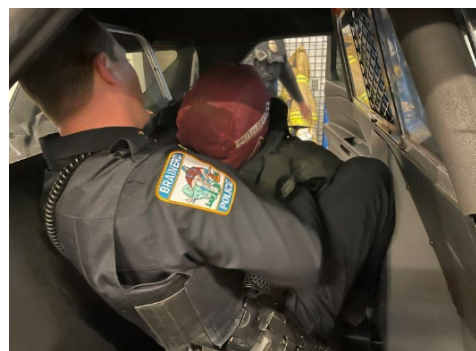
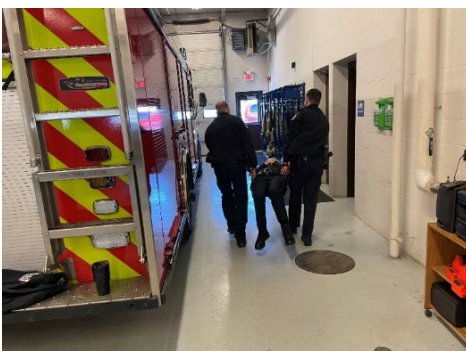
Officers then practiced breaching both inwards and outward opening doors with the tools.



Officers practiced and recertified on CPR and AED use and refreshed their skills on the application of tourniquets on themselves.



Officers were trained on officer down tactics, working on ways to move injured officers in hostile environments. Once they were able to move downed officers, they then had to figure out ways to get the injured officers into squad cars for rapid transport to an emergency room. Officers used a combination of each other and a training manikin provided by the fire department for the training exercises.





Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Approve BCA Joint Powers Agreement for City Prosecution

AGENDA: P&F Committee

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Chief Mike Bestul

DEPARTMENT: Police

PRESENTER: Chief Mike Bestul

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE:

The current Joint Powers Agreement (JPA) with the State of Minnesota through the Department of Public Safety, Bureau of Criminal Apprehension for our City Prosecutor is expiring soon. This agreement is for the City on behalf of the City Prosecutor for their necessary access to the Criminal Justice Data Network (CJDN) so they can continue to provide prosecution services to the City of Brainerd.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Click to enter text

RECOMMENDED ACTION/MOTION:

Approve the attached Resolution authorizing the City Administrator and Mayor to sign and execute the Master JPA and Amendment for the City Prosecutor's access to the CJDN.

FINANCIAL IMPACT:

Is there a cost associated with this request: yes

What is the total cost, with tax and shipping: Click to enter text

Is this budgeted? (Please Explain) Police Department budgets an annual payment to BCA for CJDN access.

RESOLUTION

NO: _____

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF BRAINERD ON BEHALF
OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of Brainerd on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Brainerd, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Brainerd on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Police Chief, Mike Bestul, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the City Prosecutor, Mark A. Severson, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Dave Badeaux, the Mayor for the City of Brainerd, and Jennifer Bergman, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted this _____ day of _____, 2023.

KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2023.

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Brainerd on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Mark Severson, Attorney
Address: 319 South 6th St
Brainerd, MN 56401
Telephone: 218.692.6999
Email Address: mark@seversonporter.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: DAVE BADEAUX
(PRINTED)

Signed: _____

Title: MAYOR, CITY OF BRAINERD
(with delegated authority)

Date: _____

Name: JENNIFER BERGMAN
(PRINTED)

Signed: _____

Title: CITY ADMINISTRATOR
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Brainerd on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 174234, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: DAVE BADEAUX
(PRINTED)

Signed: _____

Title: MAYOR, CITY OF BRAINERD
(with delegated authority)

Date: _____

Name: JENNIFER BERGMAN
(PRINTED)

Signed: _____

Title: CITY ADMINISTRATOR
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**CITY OF BRAINERD
SAFETY AND PUBLIC WORKS COMMITTEE
AGENDA**

March 20, 2023

7:00 PM

Council Chambers

WebEx Teleconference Call-In Information Call Toll-

Free: 1-844-992-4726 Access Code: 2489 395 9937

1. Approve Event/Parking Lot Closure Application- Tour of Lakes Cycling Event
2. Adopt Resolution Authorizing Application for LMC Grant Navigation Support
3. Approve FHWA Title VI Assurances Agreement
4. Approve Historic Water Tower Additional Items
5. Approve Plans & Specifications and Authorize Bidding- 2023 Seal Coat Project
6. Approve Quote for Testing Services for North Brainerd Reconstruction
7. Approve Transit Fare Increase for Brainerd



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Approve Event Application – Tour of Lakes Cycling Event

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE:

Attached to this request is the event application for the 2023 Tour of Lakes Cyclist Event on June 3, 2023 in the Laurel Street Parking Lot.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The event begins in the Laurel Street Parking Lot and consists of a bike ride around the Brainerd lakes area. The applicant is requesting closure of the Laurel Street Parking lot for the event. The closure would likely need to occur on Friday, June 2nd so as to ensure that parking does not occur in the lot the night before. In past events, Police have assisted with vehicle traffic at the beginning of the event. The event concludes at 5 p.m. on Saturday, where they will have a ceremony and concert in the parking lot. The applicant has indicated that power, garbage, and other needs would be supplied.

RECOMMENDED ACTION/MOTION:

Staff recommends approval of the attached application under the conditions as described in the event application.

FINANCIAL IMPACT:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping: [Click to enter text](#)

Is this budgeted? (Please Explain) [Click to enter text](#)



SPECIAL EVENT APPLICATION

Date of Application: 3.27.23

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 with Street Closure

☐
☐

Event – City Park
Other _____

Name of event: Tour of Lakes

Organizer Information

Organizer's Name:

Tour of Lakes Cyclist/Ed Shaw

Organizer's Address:

722 South 6th St.

Event Contact Person:

Ed Shaw

Event Contact Daytime Phone:

218-825-7030

Event Contact E-mail Address:

lawyer@edshawlaw.com

Contact Name/Number Day of Event:

218-839-7945

For Profit/Nonprofit Status (type):

Non Profit

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
6/3/23	6:00am	5:00pm	Laurel Street Lot

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

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

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

Description of Activities

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

Bike tour and post ride festivities. Start and finish at lot.

Site Information

Electrical usage

☒

Yes

☐

No

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

Near by building same for band

Amplified Sound

☒

Yes

☐

No

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

Band 11:00am to 3:00pm

Restrooms provided

☒

Yes

☐

No

If yes, how many 2-3 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms: Kens Cans

(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:

small tour flier

Trash Receptacle Disposal

☒

Yes

☐

No

Company contracted for trash receptacle disposal: Kens Cans

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):

N/A none requested

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

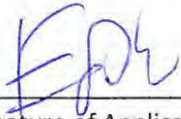
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and 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

Edward Shaw

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		X		Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined based on crowd size and the type of event. Fees may be discussed with the sponsor.
Food and vendor licenses				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				Contact the Planning Department for information/procedure.
Parade Permit				Issued by the Police Department after complete submission of application.
Alcohol Use Permit				Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	<u>3/8/23</u>	<u>No comments</u>
City Administration	<u>3/8/23</u>	<u>No comments</u>
Engineering Department	<u>3/13/23 JD</u>	<u>See comments below</u>
Fire Department	<u>3/8/23</u>	<u>No comments</u>
Fire Support/EMS	<u>3/8/23</u>	<u>No comments</u>
Parks Department	<u>3/8/23</u>	<u>No comments</u>
Planning Department	<u>3/8/23</u>	<u>No comments</u>
Police Department	<u>3/8/23</u>	<u>No comments</u>

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

Applicant to request traffic control materials one week prior to event. An insurance
certificate is provided to the City prior to event. Any requests for police assistance at
the start of the cycling event is coordinated with Police Department staff.

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):



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: RES - Authorize Application for LMC Grant Navigation Support

AGENDA: SPW Committee

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE:

The League of Minnesota Cities provides funding through their Grant Navigator program to assist cities with preparation and application for state, federal and other grant opportunities.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Grant Navigator program provides for up to \$5,000 in funding to prepare grant applications for a variety of different types of grant programs. The review committee bases the applications on project feasibility and city need.

Staff is recommending applying for the Grant Navigator Support for the TH 210/Lum Park Pedestrian Bridge project. As part of the Feasibility Study, SRF was contracted to identify appropriate funding sources for the project that the City could potentially apply for. Included in their proposal was pricing for application assistance ranging from \$3,500 to \$5,500 per application. Typically, Federal grant applications are more complex, requiring additional hours to complete. It would be intended that, at the conclusion of the Feasibility Study, staff would recommend utilizing available funds to apply for grants to complete construction of the project.

RECOMMENDED ACTION/MOTION:

Staff recommends adoption of the attached resolution authorizing application for the League of Minnesota Cities Grant Navigation support.

FINANCIAL IMPACT:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping: [Click to enter text](#)

Is this budgeted? (Please Explain) [Click to enter text](#)

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING APPLICATION FOR GRANT NAVIGATION SUPPORT FOR
THE CITY.**

WHEREAS, the League of Minnesota Cities ("LMC") has created a pilot Grants Navigation Program ("Program") in which LMC will provide grants up to \$5,000 per city to use with industry partners to ease the process of identifying matching funds to city projects and aid in the grant application projects.

WHEREAS, the Program is limited to providing services to help obtain grant funding for one project per city.

WHEREAS, the Program is limited to providing support in obtaining grant funding, and LMC does not provide funds to implement projects.

WHEREAS, the City of Brainerd ("City") wishes to apply to the Program for support in finding grant funding for the TH 210/Lum Park Pedestrian Bridge and Cuyuna Lakes State Trail Project ("Project").

WHEREAS, the City recognizes that, if approved, any funds received through the Program must be used in a manner consistent with the conditions above as well as all other conditions or limitations of the Program.

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

1. The City names Jessie Dehn, City Engineer/Public Works Director as its fiscal agent ("Fiscal Agent") for the purposes of applying to the Program on behalf of the City.
2. The City authorizes the Fiscal Agent to act on its behalf when communicating with LMC in all matters related to the Program application for the Project.
3. If the City is awarded a grant under the Program, it agrees to use the funds to engage with industry partners who will aid in the grant matching and application process consistent with the terms and conditions of the Program.
4. If a state, federal, foundation, or nonprofit grant match is not found, or is applied to but not awarded, the City will seek feedback on why the project was not eligible and report back to the LMC with these findings consistent with the terms and conditions of the Program.
5. If a state, federal, foundation, or nonprofit grant is awarded, a project assessment will be submitted to LMC within six months of the application's approval and then periodically until after project completion consistent with the terms and conditions of the Program.

Adopted this 20th day of March 2023

KELLY BEVANS
President of the Council

Adopted this 20th day of March 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Approve FHWA Title VI Assurances Agreement

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE:

As the City receives Federal grant funding for various different infrastructure projects, the City is subject to the Federal Highway Administration (FHWA) requirement that all entities that receive Federal financial assistance comply with Title VI requirements.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Title VI of the Civil Rights Act of 1964 is a federal law that protects individuals and groups from discrimination on the basis of race, color and national origin in programs and activities that receive federal financial assistance. The attached assurances agreement states that the City will comply with Title VI requirements, specifically agreeing that the City will not, in its actions and contracts, discriminate based on the grounds of race, color, or national origin. This agreement is a requirement to ensure that the City continues to be eligible to receive Federal funds in the future.

RECOMMENDED ACTION/MOTION:

Staff recommends approval of the FHWA Title VI Assurances Agreement that states the City will comply with Title VI of the Civil Rights Act of 1964.

FINANCIAL IMPACT:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping: [Click to enter text](#)

Is this budgeted? (Please Explain) [Click to enter text](#)

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The _____ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **FHWA Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a

“facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **FHWA Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The _____, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of **Appendix A and E** of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of **Appendix B** of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in **Appendix C and Appendix D** of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, _____ also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

_____ gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA. This ASSURANCE is binding on

_____, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in its programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the _____ will accept title to the lands and maintain the project constructed thereon in accordance with the Regulations for the Administration of **Federal Highway Administration (FHWA)**, and the policies and procedures prescribed by the **FHWA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the _____ all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto

_____ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the _____, its successors and assigns.

The _____, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the _____ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the _____ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, _____ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the _____ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by _____ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, _____ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, _____ will there upon revert to and vest in and become the absolute property of _____ and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Approve Historic Water Tower Additional Items

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

In 2018, Council approved \$300,000 towards the repair and rehabilitation of the Historic Water Tower. Phase I of the repair including a new roof has been mostly completed. Staff is requesting approval some additional work to be included with the Phase I project before completion.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

See attached memo.

RECOMMENDED ACTION/MOTION:

Staff recommends approval of the following additional items for the Historic Water Tower Rehabilitation.

- Secondary Drain Outlet = \$28,011.70
- LHB Phase II Investigation and Design = \$34,700

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$62,711.70

Is this budgeted? (Please Explain) Yes, approximately \$112,000 remains in the funds allocated to the Water Tower Rehabilitation Phase I project.



MEMO

TO: BRAINERD CITY COUNCIL

FROM: CITY ENGINEER/PUBLIC WORKS DIRECTOR JESSIE DEHN

DATE: MARCH 20, 2023

SUBJECT: HISTORIC WATER TOWER ADDITIONAL ITEMS

Phase I of the Historic Water Tower Rehabilitation included a new roof, window and stairway replacements. Due to costs, only the new roof was awarded to Hy-Tec to be completed at this time. The second portion of Phase I, including the new windows and staircase, was to be contracted at a future time. As this spring approaches, the work on the new roof is mostly completed with a couple remaining additional items that are being requested by staff.

To meet current building codes, the secondary roof drain is required to “daylight” to the exterior of the water tower. To accomplish this, LHB provided a revised drain plan to outlet the secondary drain behind the railing on the observation deck. This would make the drain compliant with building code and conceal the outlet from the exterior. Hy-Tec provided a price proposal of \$28,011.70 to complete this work using Pike’s Plumbing. Staff is also working on the process with the Minnesota Historical Society to receive approval of the amendment to the proposed work.

In addition, this winter exposed an issue with the roof drains. Due to the freeze-thawing cycles, the main roof drain became covered in ice and froze up. This led to water entering the secondary roof drain and water ponding on top of the new roof. Had this continued, it could’ve been possible that the secondary drain would have frozen up as well and roof water would have collected with no outlet. It was discussed that to address this issue, additional electrical work could be completed to allow for heat tape to be installed for the winter seasons to prevent the drains from freezing up. City staff and Hy-Tec will be meeting with Holden Electric to evaluate the project and scope to provide a price proposal to complete this work.

Finally, the Water Tower Committee approved \$20,000 in funds to perform an exterior study by LHB to determine the extents of the damaged stucco and develop an estimate and plans for potential future grant funding and/or bidding. It would be intended that LHB complete the investigation during this spring or summer 2023. The cost of the study and design from LHB totals \$54,700. The amount of the LHB contract not covered by the Committee would be proposed to be covered by funds committed by the City. Thus, the amount from the City is proposed to be \$34,700.

Of the original \$300,000 of funds committed to the water tower rehabilitation, approximately \$112,000 remains available. If the Council approves the secondary drain work and LHB amendment, this would leave approximately

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

\$49,000 of funds from the City for the water tower to complete the additional electrical work mentioned earlier and any other work required before completion. In December 2022, the Council also committed an additional \$200,000 of ARPA funds to complete the second portion of Phase I of the water tower rehabilitation including new windows and stairway. Staff intends to prepare the plans and specifications, based on similar that was developed in the previous solicitation as part of Phase I. Once these have been prepared, it is intended that staff would request approval from the City Council to advertise the plans and specifications for bidding.

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

GENERAL SHEET NOTES

- A. GENERAL NOTES APPLY TO ALL DRAWING SHEETS.
- B. PROTECT ALL AREAS AND FEATURES ADJACENT TO WORK.
- C. COORDINATE ARCHITECTURAL DRAWINGS WITH DRAWINGS BY STRUCTURAL. NOTE: SYMBOLS USED IN PLANS BY OTHER DISCIPLINES MAY DIFFER FROM ARCHITECTURAL SYMBOLS.
- 13PH1 (N) 3" OVERFLOW ROOF DRAIN WITH 2" WEIR (1452 SF). PROVIDE 3" PIPING SLOPED MIN 1/2" PER FOOT TO DAYLIGHT WALL PENETRATION WITH WEATHERPROOFED OVERFLOW WALL OUTLET. CONTRACTOR SHALL SCAN PENETRATION LOCATION TO MINIMIZE CUTTING REINFORCING BARS. NO MORE THAN ONE BAR IN EACH DIRECTION FOR EACH LAYER MAY BE CUT WITHOUT REVIEW BY THE PROJECT STRUCTURAL ENGINEER.

KEYED SHEET NOTES

PHASE #
KEYNOTE #

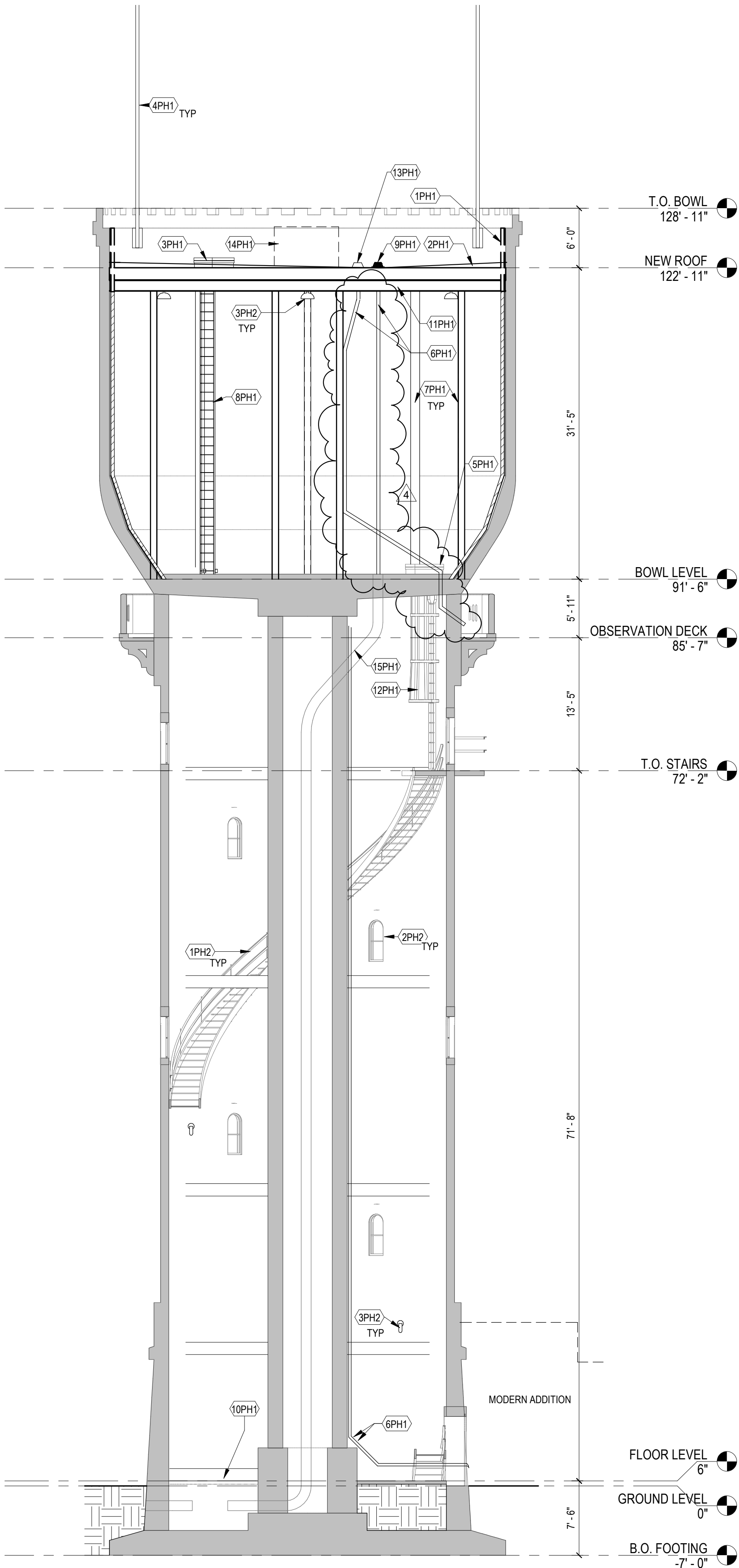
PHASE 1

- 1PH1 REMOVE (E) BRICK BOWL LINER AND UNDERLYING BITUMINOUS WATERPROOFING TO BELOW (N) ROOF LEVEL AT ENTIRE PERIMETER. ANY CRACKS, HOLES, OR OTHER ANOMALIES UNCOVERED WITHIN THE CONCRETE BELOW SHALL BE PATCHED WITH JAHN RESTORATION MORTAR M90 TO MANUFACTURER'S SPECIFICATIONSTE BELOW SHALL BE PATCHED WITH JAHNS RESTORATION MORTAR M90 TO MANUFACTURER'S SPECIFICATIONS.
- 2PH1 (N) MEMBRANE ROOF. SLOPE 1/4" PER FOOT TO DRAIN. PROVIDE SHT METAL FLASHING AT ALL PENETRATIONS. PROVIDE SHT MTL FLASHING IN REGLET & COUNTERFLASHING AT ENTIRE PERIMETER.
- 3PH1 (N) 30" x36" ROOF HATCH WITH SKYLIGHT. BILCO GS-50 OR SIMILAR.
- 4PH1 EXISTING FLAG POLES TO REMAIN.
- 5PH1 (E) ROOF HATCH TO REMAIN.
- 6PH1 (N) 4" DRAINPIPES FOR PRIMARY ROOF DRAINAGE AND OVERFLOW. SUPPORT AND ROUTE DOWN NEAREST (N) STRUCTRAL COLUMN. SLOPE HORIZONTAL SEGMENTS MIN 1/4" PER FOOT. COORDINATE TOWER PENETRATION LOCATIONS WITH ARCHITECT. CONTRACTOR SHALL SCAN PENETRATION LOCATION TO MINIMIZE CUTTING REINFORCING BARS. NO MORE THAN ONE BAR IN EACH DIRECTION FOR EACH LAYER MAY BE CUT WITHOUT REVIEW BY THE PROJECT STRUCTURAL ENGINEER.

- 7PH1 (N) STL COLUMN. SEE STRUCTURAL DRAWINGS.
- 8PH1 (N) ROOF ACCESS LADDER. SEE 14502
- 9PH1 (N) 4" ROOF DRAIN (1452 SF). PROVIDE 4" PIPING SLOPED MIN 1/4" PER FOOT. PROVIDE SEALED CONNECTION TO EXISTING DRAIN AT BOTTOM OF WATER TOWER BOWL.
- 10PH1 (E) VAULT CONTAINING CAST IRON RISER ELBOW. PROVIDE (N) DRAIN LINE FROM END OF CAST IRON RISER AND PROVIDE DRAIN TILE TO DRAIN ROOF TO ADJACENT LANDSCAPE.
- 11PH1 STL ROOF FRAMING. SEE STRUCTURAL DRAWINGS.
- 12PH1 (E) BOWL ACCESS LADDER TO REMAIN.
- 13PH1 (N) CODE REQUIRED 4" OVERFLOW ROOF DRAIN WITH 2" WEIR (1452 SF). PROVIDE 4" PIPING SLOPED MIN 1/4" PER FOOT. PENETRATE BOWL FLOOR AND SHAFT WALL TO OUTLET NEAR WEEP AT OBSERVATION DECK FLOOR. ENRLARGE NEAREST WEEP TO 4" DIA. EXIT AT LOCATION OPPOSITE FROM BUILDING ENTRANCE. PENETRATION SHALL BE MADE BEHIND OBSERVATION DECK GUARD RAIL TO OBSCURE VIEW FROM GROUND.
- 14PH1 SALVAGE FLAGPOLE LIGHTING FOR POTENTIAL REPLACEMENT DURING PHASE 2.
- 15PH1 EXISTING 12" CAST IRON DRAIN PIPE.

PHASE 2

- 1PH2 (E) STL STAIRS. PREP AND PAINT TO MATCH ORIGINAL. REPAIR AS INDICATED IN STRUCTURAL DRAWINGS.
- 2PH2 REHABILITATE WOOD CASEMENT WINDOW. REPOINT BRICK SURROUND. WINDOW MAY BE REMOVED IF REQUIRED TO FACILITATE REHABILITATION. SEE WINDOW SCHEDULE.
- 3PH2 PROVIDE LIGHTING AT UNDERSIDE OF NEW ROOF AND ALONG INTERIOR STAIRWAY.
- 4PH2 MODIFY EXISTING ELECTRICAL PANEL AS REQUIRED TO ACCOMMODATE NEW LIGHTING.
- 5PH2 REINSTALL SALVAGED FLAGPOLE LIGHTING OR REPLACE WITH NEW LIGHTING.



1 EAST WEST SECTION LOOKING SOUTH
1/8" = 1'-0"



PERFORMANCE
DRIVEN DESIGN.
LHBcorp.com

21 W. Superior St., Ste 500 | Duluth, MN 55802 | 218.727.8446

CLIENT:

CITY OF BRAINERD

501 LAUREL STREET
BRAINERD, MN 56401

THIS SQUARE APPEARS 1/2"x1/2"
ON FULL SIZE SHEETS

7	9/20/2022	CONSTRUCTION SET
6	3/11/2022	BID SET
5	9/10/2021	LARGE GRANT APP.
4	7/9/2021	LARGE GRANT PREAPP.
NO	DATE	ISSUED FOR

4	12/22/2022	PR 1 REV
3	11/7/2022	PR 1
2	9/15/2022	PERMIT COMMENTS
1	3/31/2022	ADDENDUM 1
NO	DATE	REVISION

I HEREBY CERTIFY that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Signature: _____

Typed or Printed Name: MICHAEL LOVATO

Date: 9/15/2022 Reg. No.: 56482

COPYRIGHT 2020 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:

BRAINERD WATER
TOWER NEW ROOF &
IMPROVEMENTS

624 WASHINGTON ST,
BRAINERD, MN 56401

DRAWING TITLE:

BUILDING SECTION

DRAWN BY: Author
CHECKED BY: Checker
PROJ. NO: 190190
DRAWING NO:

A301

Historic Brainerd Watertower**Ovweflow Rain Leader**

LABOR	hrs - Architectural	\$110.00 =	\$0.00
	hrs - Drafter	\$80.00 =	\$0.00
	hrs - Designer	\$65.00 =	\$0.00
	hrs - Project Manager	\$85.00 =	\$0.00
	hrs - Supervision	\$80.00 =	\$0.00
	hrs - Office Administration	\$60.00 =	\$0.00
	hrs - Cement Mason/Blocklay	\$70.00 =	\$0.00
	hrs - Carpenter	\$70.00 =	\$0.00
	hrs - Laborer	\$60.00 =	\$0.00
	hrs - Crane - including operat	\$300.00 =	\$0.00
			=====
Subtotal Laborer			\$0.00
10% Contractor Fee			\$0.00
			=====
Total Labor			\$0.00
MATERIALS	Materials ()	\$0.00	
	Materials ()	\$0.00	
	Materials ()	\$0.00	
	Materials ()	\$0.00	
	Materials ()	\$0.00	
	Materials ()	\$0.00	
			=====
Subtotal Materials			\$0.00
15% Contractor Fee			\$0.00
			=====
Total Labor & Materials			\$0.00
SUBCONTRACTS	Subcontractor (Pike Plumbing)	\$24,358.00	
	Subcontractor ()	\$0.00	
	Subcontractor ()	\$0.00	
			=====
	Subtotal	\$24,358.00	
10% Contractor Fee		\$3,653.70	
			=====
Total Subcontractors			\$28,011.70
			=====
TOTAL			\$28,011.70
			=====
GRAND TOTAL			\$28,011.70
EXTENSION OF TIME: 0 DAYS			



P.O. Box 452
830 Brook Street
Brainerd, MN 56401

SERVING YOU SINCE 1940!
829-4332

QUOTATION

January 11, 2023

Valid 30 days

To: Hy-Tec Construction
Attn: Jeff Hanson
Re: Brainerd Water Tower Drains

We propose to provide labor and material for the following:

- 1) Extend 4" roof drain piping from existing roof drain over to the nearest column and down to the existing 12"x12" pipe that was being used to drain roof in the past years
- 2) Connect to the existing 4" overflow roof drain and extend 4" piping down to the nearest column
- 3) Core drill thru floor of bowl next to the stairs and also the exterior wall of tower above floor of observation deck next to the nearest weep and extend 4" pipe to deck
- 4) Enlarge weep to 4" diameter at location farthest from entrance as possible and still be able to reach from existing ladder

Labor and material for the sum of: **\$24,358.00**

Note! Don't know of any way to connect directly to the 12" existing drain with the 4" roof drain without building scaffold from base to bottom of bowl. This is why we priced it to dump into the existing 12"x12" sump at base of bowl.

Did not figure any pipe insulation if needed this would be extra.

Price is in addition to the invoices we have already billed.

Benjamin Schoepf

Accepted by: _____ Date: _____
Payable in full within 30 days of invoice.



This Amendment No. 02 to the Agreement is effective March 10, 2023 by and between City of Brainerd, 501 Laurel Street, Brainerd, Minnesota 56401, hereinafter referred to as "Client," and LHB, Inc., a Minnesota corporation, 701 Washington Avenue North, Suite 200, Minneapolis, Minnesota 55401, hereinafter referred to as "LHB."

This Amendment is a modification to the Agreement dated March 26, 2020 and as revised by any previous Amendments (the "Agreement") on the Brainerd Water Tower Rehabilitation project.

I. SCOPE OF SERVICES

The services to be provided by LHB include those described in the attached Proposal for Tower Inspection and Design Documents Brainerd Water Tower dated July 26, 2022 and revised on March 7, 2023.

Attachments, if any, further describe the Services.

II. COMPENSATION

Compensation for LHB's Services under this Agreement shall be increased by Forty-nine Thousand Seven Hundred Dollars (\$49,700) for the Scope of Work described in this Amendment. The total amount of compensation under the Agreement, including this Amendment is a stipulated sum of Ninety-eight Thousand One Hundred Fifty Dollars (\$98,150).

Lift rental and operation costs are not included in the above Compensation.

III. REIMBURSABLE EXPENSES

The compensation for services includes payment for all costs and expenses that may be incurred by LHB in the performance of services.

IV. ATTACHMENTS

The following documents are attached and made an integral part of this Agreement.

1. Proposal for Tower Inspection and Design Documents Brainerd Water Tower dated July 26, 2022 and revised on March 7, 2023

Except as stated herein, the terms and conditions of the Agreement shall remain in full force and effect. This Agreement may be amended only by a written instrument executed by both parties.

Client and LHB have caused this Agreement to be executed as of the date first shown above.

LHB, Inc.

Signature

Michael A. Fischer

Printed Name

Principal

Title

City of Brainerd

Signature

Printed Name

Title



July 26, 2022

Edited by Mike Lovato 3/7/2023

Paul Skogen
Save the Water Tower Committee
PaulS@hyteconstruction.com
218-831-3913

PROPOSAL FOR TOWER INSPECTION AND DESIGN DOCUMENTS BRAINERD WATER TOWER

Hello Paul,

Thank you for the opportunity to continue working with you on this important project for the City of Brainerd. We are pleased to provide this proposal for professional services related to the exterior assessment and design document preparation for the next phase of work on the water tower.

With LHB's experience with industrial concrete structures, historic architecture, our familiarity with MNHS legacy grant administration, and our prior experience working on the tower, we feel unequivocally qualified to undertake this design effort.

Our proposed scope of services, assumptions, schedule, and fee are outlined below.

Scope of Services

1. An LHB structural engineer will perform sounding services and close-up field inspection to assess condition of condition of exterior at the water tower. The engineer will work with a lift operator provided by a rental company. LHB will also provide staff on the ground to assist with lift safety.
2. Based on the above assessment, the LHB structural engineering group will produce design documents including drawings and specifications for repairs to the exterior assembly to be used in the bidding process.
3. LHB will provide a cost estimate for the proposed work.
4. An LHB historical architect will handle client communications, project management, design review, and coordination of MNHS grant requirements, if MNHS grant funds are utilized to fund design work.

Assumptions

1. All work shall meet the Secretary of the Interiors Standards for the Treatment of Historic Properties
2. No extra LHB staff will be required to monitor safety related to work on a lift undertaken within such a close distance to active BNSF rail lines. If additional support/coordination is required for this work, it would represent and additional fee.
3. Bidding assistance and construction administration is excluded from this scope.
4. Design work will not begin until at least mid-2023.

Work Products by Milestone

The following list represents the assumed milestones for this work. Each milestone is estimated to take approximate two months, which factors in MNHS review time. If an MNHS grant is not utilized to fund this work, then the deliverables/timeline can be streamlined.

- ~~1. 30% Design Documents: Schematic drawings, scope outline.~~
- ~~2. 60% Design Documents: Developed drawings, draft MNHS scope of work form, 30% comments response document.~~
- ~~3. 90% Design Documents: Advanced drawings, revised MNHS SOW form, draft specifications, draft cost estimate, 60% comments response document.~~
- ~~4. 100% Documents: Complete drawings, complete SOW Form, complete specifications, 90% comment response document.~~

Deliverables have been simplified since MNHS is not funding design. LHB will provide preliminary review information in mid June and will host a meeting to discuss initial findings with City/Save the Water Tower. Final documents provided in early July, which include, drawings, specifications, cost estimate, and MNHS scope of work form.

Schedule

Since no start date has been provide, then an accurate schedule cannot be estimated. However, it can be assumed that the work described above can be completed in 6-8 months from notice to proceed.

Initial field work in early May with final documents completed by MNHS large grant pre-application on 7/21/2023

Proposed Fee

LHB proposes a stipulated sum of forty-nine thousand seven hundred dollars (\$49,700) including \$700.00 in reimbursable expenses. (cost of lift rental and operation not included)

Terms and Conditions

Upon your approval of this proposal, we will prepare an agreement consistent with the terms and conditions of our standard LHB agreement form.

We appreciate the opportunity to provide you with our services and look forward to working with you. Our historical architect, Mike Lovato (mike.lovato@LHBCorp.com) will be your primary contact for future correspondence please reach out to him if you have any questions.

LHB, INC.



MICHAEL LOVATO, HISTORICAL ARCHITECT



MICHAEL A. FISCHER, PRINCIPAL

c: LHB Project No. 190190.01

m:\19proj\190190\100 financial\101 proposals\2022-04-26 tower bowl inspection\190190 water tower exterior proposal.docx



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Approve Plans/Spec and Authorize Bidding - 2023 Seal Coat Project

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Attached to this request is the plans and project estimate for Improvement 23-01 - 2023 Seal Coat Project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The project consists of a seal coat on College Drive and South 4th Street from College Drive to Willow Street. The project estimate based on estimated quantities and previous construction contracts for like work is \$146,890. We budget \$150,000 in seal coating annually in the 5-Year Street and Sewer Capital Improvement Plan.

RECOMMENDED ACTION/MOTION:

Staff recommends approval of the plans and specifications as presented and authorizing bidding of Improvement 23-01 with an anticipated bid opening of April 12, 2023 at 10:00 a.m.

FINANCIAL IMPACT:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping: [Click to enter text](#)

Is this budgeted? (Please Explain) [Click to enter text](#)

Contract 2023 Chip Seal Project - Engineer's Estimate

Report Date	Contract Name	Contract Number
3/14/2023	2023 Chip Seal Project	23-02

23-01 2023 Chip Seal Project

Category	Number	Description	Unit	Contract Quantity	Estimated Price	Estimated amount
	2021.501	MOBILIZATION	LS	1	\$10,000.00	10,000
	2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	4,956	\$2.00	9,912
	2356.504	BITUMINOUS SEAL COAT	S Y	41,300	\$2.00	82,600
	2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	14,455	\$2.00	28,910
	2563.601	TRAFFIC CONTROL	LS	1	\$5,000.00	5,000
	2580.503	INTERIM PAVEMENT MARKING	L F	4,044	\$0.50	2,022
	2580.503	INTERIM PAVEMENT MARKING	L F	1,788	\$0.50	894
	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT	L F	6,053	\$0.50	3,026.5
	2582.503	4" BROKEN LINE MULTI COMP	L F	1,460	\$0.50	730
	2582.503	4" BROKEN LINE MULTI COMP	L F	130	\$0.50	65
	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	2,078	\$1.00	2,078
	2582.503	24" SOLID LINE MULTI COMP	L F	140	\$10.00	1,400
	2582.503	4" DOTTED LINE MULTI COMP	L F	252	\$1.00	252
						146,889.5

Totals

	Estimated Amount
23-01 2023 Chip Seal Project	\$146,889.50
	\$146,889.50

License Number: _____

Signature: _____

Date: _____

CITY PIT
BORROW SITE
LOCATION

CITY OF BRAINERD, MINNESOTA
DEPARTMENT OF ENGINEERING
CONSTRUCTION PLAN FOR:
IMPROVEMENT PROJECT 23-01
2023 SEAL COAT PROJECT

PROJECT LOCATION AREAS FOR 23-01

- 1: COLLEGE DRIVE - (CSAH 48 to Quince Street)
- 2: 4TH STREET SOUTH - (South 6th Street to College Drive)

*ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES
WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

NOTE: MATERIALS STORAGE IS AVAILABLE ON CITY PROPERTY.



NO SCALE

REV.	DATE	DESCRIPTION	REVISED



City of Brainerd
Engineering Department
501 Laurel Street
Brainerd, MN 56401

I hereby certify that this plan, specification, or report was prepared by me
or under my direct supervision and that I am a duly licensed professional
engineer under the laws of the state of Minnesota.
Jessie Dehn Date 03/13/23
Jessie Dehn, P.E. License No. 57747

NOT TO SCALE

NO.	SHEET INDEX
1	TITLE SHEET
2	ESTIMATED QUANTITIES
3	STREET SEGMENTS
4-12	PAVEMENT MARKINGS



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Approve Quote for Testing Services for North Brainerd Reconstruction

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE:

Attached to this request is a proposal from Braun Intertec and ITT for testing services on Improvement 21-12 – North Brainerd Reconstruction.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The testing services proposals for this work are from Braun Intertec and ITT (Independent Testing Technologies). Braun Intertec's proposal totals \$39,954 and ITT's proposal totals \$10,515. There is a significant price difference between the two proposals presented, mostly due to the number of tests included in the proposal. Much of the quantity of tests depend on the contractors operations. Braun's estimate includes a significantly higher amount of tests in total, representing a more conservative estimate of test numbers. From ITT's proposal, it looks like they are being less conservative with the number of tests. When comparing unit costs and quantities to try and find a more "apples-to-apples" comparison of the two, Braun is approximately 50% higher than ITT.

RECOMMENDED ACTION/MOTION:

Staff recommends authorizing the quote with ITT in the total amount of \$10,515.00.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$10,515 (estimated)

Is this budgeted? (Please Explain) Yes, this cost will be included in the project costs for Improvement 21-12 – North Brainerd Reconstruction Project.

March 9, 2023

Proposal QTB173832

James Fladung, PE
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Re: Proposal for Construction Materials Testing Services
North Brainerd Reconstruction
Improvement Project 21-12
Brainerd, Minnesota

Dear Mr. Fladung:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the North Brainerd Reconstruction project in Brainerd, Minnesota.

Our Understanding of Project

This project includes installing new water main and storm sewer utilities along North 3rd Street, North 6th Street and North 7th Street. New curb and gutter and bituminous pavements will be constructed on each road segment. Portions of concrete sidewalks and driveway aprons will also be constructed on the project.

We understand compaction tests of backfill soils will not be needed as the specification indicates ordinary compaction.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by The City of Brainerd, dated April 1, 2022 and April 8, 2022, respectively.
- Discussions with Mr. James Fladung with the City of Brainerd regarding the scope of services.

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

Scope of Services

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

Soil Related Services

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

Concrete Related Services

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

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyratory density, asphalt content and extracted aggregate gradation tests of the bituminous.

Consulting, Project Communication and Reporting Services

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

Basis of Scope of Work

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

- All backfill and fill materials will be compacted per the ordinary compaction method.
- Concrete testing will require 40 trips to complete the project.
- The project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

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

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$39,954**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

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

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

General Remarks

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

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

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

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

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

Sincerely,

BRAUN INTERTEC CORPORATION



Keith J. Kluempke
Project Manager



Thomas L. Henkemeyer
Senior Project Manager



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

Attachments:

Cost Estimate Table

General Conditions – CMT (1/1/18)

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB173832

North Brainerd Reconstruction

Client:

City of Brainerd
James Fladung
501 Laurel St
Brainerd, MN 56401
(218) 828-2309

Work Site Address:

Juniper St.
3rd St.
6th St.
7th St.
Brainerd, MN

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$2,496.00
209	Sample pick-up	12.00	Hour	90.00	\$1,080.00
1162	Sieve Analysis with 200 wash, per sample	4.00	Each	150.00	\$600.00
1530AG	Asphalt Content of Aggregate Base, per sample	1.00	Each	156.00	\$156.00
267	Field Moisture Testing - If Requested	2.00	Hour	90.00	\$180.00
1861	CMT Trip Charge	4.00	Each	120.00	\$480.00
Activity 1.2	Concrete Testing				\$31,320.00
261	Concrete Testing	160.00	Hour	90.00	\$14,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	15.00	Trips	4.00	60.00
	Curb & Gutter	14.00	Trips	4.00	56.00
	Driveway Aprons	11.00	Trips	4.00	44.00
278	Concrete Cylinder Pick up	60.00	Hour	90.00	\$5,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	20.00	Trips	3.00	60.00
1364	Compressive strength of concrete cylinders, per specimen	120.00	Each	36.00	\$4,320.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	15.00	Set	3.00	45.00
	Curb & Gutter	14.00	Set	3.00	42.00
	Driveway Aprons	11.00	Set	3.00	33.00
1861	CMT Trip Charge	60.00	Each	120.00	\$7,200.00
Activity 1.3	Pavement Testing				\$1,924.00
209	Sample pick-up	6.00	Hour	90.00	\$540.00
1744	MnDOT Verification Without Percent Crush & FAA	2.00	Each	572.00	\$1,144.00
1861	CMT Trip Charge	2.00	Each	120.00	\$240.00
Activity 1.4	Project Management				\$4,214.00
226	Project Manager	18.00	Hour	178.00	\$3,204.00
228	Senior Project Manager	1.00	Hour	200.00	\$200.00
238	Project Assistant	9.00	Hour	90.00	\$810.00
Phase 1 Total:					\$39,954.00

Proposal Total: \$39,954.00

General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

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

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

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

Section 2: Our Responsibilities

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

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

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

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

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

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

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

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

Section 3: Your Responsibilities

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

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

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

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

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

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

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

Section 4: Reports and Records

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

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

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

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

Section 5: Compensation

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

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

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

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

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

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

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

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

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

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

Section 6: Disputes, Damage, and Risk Allocation

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

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

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

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

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

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

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

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

Section 7: General Indemnification

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

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

Section 8: Miscellaneous Provisions

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

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

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

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

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

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



INDEPENDENT TESTING TECHNOLOGIES

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

February 28, 2023

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

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

RE: **ITT Proposal #02-27**
North Brainerd Reconstruction
Brainerd, Minnesota

Dear Mr. Fladung,

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

Based on our estimated quantities and scope of service, the cost for testing services will be **\$10,515.00**. Please note that if all the tests we have estimated are not conducted, you will only be billed for the tests performed.

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

Sincerely,

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

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

February 28, 2023
Proposal #02-27

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

Project: **North Brainerd Reconstruction**
Brainerd, Minnesota

Cost Estimate:

<u>Description</u>	<u>Qty.</u>	<u>Unit Rate</u>	<u>Extension</u>
<i><u>Project Scope</u></i>			
Project Management, hourly	2	\$ 100.00	\$ 200.00
On-Site Technician Time, hourly	8	\$ 100.00	\$ 800.00
Gradations – Aggregate Base, each	7	\$ 95.00	\$ 665.00
Concrete (Air, Slump, Casting, Curing, Compression of Cylinders), per set of 3	22	\$ 175.00	\$ 3,850.00
Trip Charges (Travel Time & Mileage), each	25	\$ 200.00	\$ 5,000.00
TOTAL:			\$10,515.00

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



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Approve Transit Fare Increase for Brainerd

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Transit

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 2 Minutes

SUMMARY OF ISSUE:

At the March 2, 2023 Special Transportation Advisory Committee (TAC) meeting, the Committee approved a motion to increase fares for Brainerd-to-Brainerd rides from the current fare of \$1.25 (\$2.50 for same day) to a new fare of \$2.25 (\$4.50 for same day) effective May 1, 2023.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Due to the latest contract costs of Blue Sky Transit and other inflationary items in 2022, the Transit program had considerable shortfalls in funding of the program in 2022. At the 3/2/23 TAC meeting, staff presented a financial analysis of the Brainerd portion of the Transit program. Staff utilized several assumptions and projected future ridership over the next few years to determine the projections of the Brainerd portion. Included in the analysis and presentation, staff provided the TAC with a recommendation of potential fare increases to ease the shortfalls that were encountered in 2022. Through much discussion, the TAC approved an increase of \$1.00 per rider for rides scheduled the day prior or earlier, effective May 1, 2023. The fare typically doubles for same day service. The timing allows for staff to put out a 30-day notice in the Brainerd Dispatch prior to the rate change.

It was discussed that staff will be working on a more holistic analysis of the Transit program including the other cooperative partners, including Baxter, Crow Wing County, and Pine River. The intention is the results of those analyses will be presented to the TAC at their regular meeting on April 20, 2023. Potential route service and fare changes will be discussed at that time.

RECOMMENDED ACTION/MOTION:

Approve the recommended fare increase of \$1.00 for Brainerd-to-Brainerd Dial-a-Ride to \$2.25 (\$4.50 for same day service), effective May 1, 2023.

FINANCIAL IMPACT:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping: [Click to enter text](#)

Is this budgeted? (Please Explain) [Click to enter text](#)



**BRAINERD CROW WING
PUBLIC TRANSIT**



Public Notice: Public Transit Fare Increase **to \$2.25 for Brainerd to Brainerd trips** **5/1/2023**

Brainerd & Crow Wing Public Transit provides public transit services to the City of Brainerd. Generally, Brainerd resident ridership fares cover the local share financial obligation of the operation within the City of Brainerd. At the Brainerd City Council meeting March 20, 2023, a fare increase of \$1.00 was approved for the Brainerd-to-Brainerd Dial-a-Ride service, or a fare of \$2.25 respectively. \$4.50 for same day reservations. This fare increase will go into effect on May 1, 2023.

**CITY OF BRAINERD
PERSONNEL AND FINANCE COMMITTEE
AGENDA**

March 20, 2023

7:15 PM

2nd Floor Conference Room

WebEx Teleconference Call-In Information Call Toll-

Free: 1-844-992-4726 Access Code: 2483 553 6035

1. Consider Step 5 Wage for Lineworker Job Offer
2. Adopt Resolution Supporting Public Safety Duty Disability Legislation
3. Approve the Promotion of John Davis to Police Chief



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Consider Step 5 Wage for Lineworker Job Offer

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert & Trent
Hawkinson

DEPARTMENT: Human Resources & BPU

PRESENTER: Kris Schubert & Trent Hawkinson

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE:

On February 6th, the City Council authorized Staff to begin the hiring process for a Journeyman Lineworker. 17 individuals applied with 9 individuals meeting the minimum qualifications for the position. Four individuals were selected for an interview and a job offer was extended to Dallas Moorhouse. Given Mr. Moorhouse's past experience including being a former Lineworker in the BPU Department, Mr. Moorhouse requested that his initial step placement be Step 5 (\$48.38 per hour). Pursuant to Council's initial step placement policy, the highest step Staff can authorize is Step 4 (\$46.37 per hour) and any placement above Step 4 must be considered by the Council.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Staff feels that Step 5 is warranted based on Mr. Moorhouse previous 15 years of experience. This includes working for the BPU Department in the past so he is already familiar with our electric system and our 34.5 KV safety training requirements.

RECOMMENDED ACTION/MOTION:

Approve the hiring of Dallas Moorhouse as a Journeyman Lineworker at Step 5 (\$48.38 per hour) subject to successful completion of the pre-employment hiring process.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: Wage = \$48.38 per hour

Is this budgeted? (Please Explain) Yes – previous employee that resigned was paid at a higher wage.



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Adopt Resolution Supporting Public Safety Duty Disability Legislation

AGENDA: P&F Committee

ACTION REQUESTED: Adopt Resolution

SUBMITTED BY: Kris Schubert

DEPARTMENT: Human Resources

PRESENTER: Kris Schubert

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE:

The League of MN Cities (LMC) is urging members to ask their legislators to support the public safety duty disability legislation. A sample resolution is attached for Council's consideration. The LMC is advocating for the state to partner with employers and public safety personnel to optimize first responder wellness and curb the number of employees leaving the profession with a permanent disability. This legislation also addresses current law that requires when an employee becomes eligible for a duty disability, the employee also becomes eligible for continued health insurance under MN Statutes, Sections 299A.465. The statute, known as the Public Safety Officer Benefit, provides that the employer at the time of injury is responsible for the continued payment of the employer's contribution for the coverage of the officer or firefighter – and in some cases, the employee's dependents – until the employee reaches age 65. Attached is an analysis of the City of Brainerd's cost for two employees that received the duty disability. As noted, the state's reimbursement for our cost has been reduced from 46.68% when this first applied to only 9.47% of our eligible costs for the 2021-2022 fiscal year.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

This legislation was also proposed in 2022, however, did not become law. This was despite the best efforts of such stakeholders as the LMC, the Association of MN Counties, the MN Chiefs of Police Association, and the MN Sheriffs' Association. A bipartisan bill was presented to help address troubling trends around the public safety duty disabilities related to post-traumatic stress disorder (PTSD). As a result of the legislation not being law, the human and financial tolls of these trends have continued, and the high rate of duty disability retirements is contributing to the destabilization of the Public Employees Retirement Association Police and Fire (PERA-P&F) Plan. This destabilization may result in the state increasing the mandated employer's share of the pension contribution for all public safety staff as well.

RECOMMENDED ACTION/MOTION:

Adopt the attached resolution supporting statewide policies and resources for public safety mental and physical injury education, prevention and treatment.

FINANCIAL IMPACT:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping: [Click to enter text](#)

Is this budgeted? (Please Explain) [Click to enter text](#)

RESOLUTION

XX:23

A RESOLUTION SUPPORTING STATEWIDE POLICIES AND RESOURCES FOR PUBLIC SAFETY MENTAL AND PHYSICAL INJURY EDUCATION, PREVENTION, AND TREATMENT

WHEREAS, the City of Brainerd recognizes the inherent dangers faced by peace officers and firefighters in the line of duty; and

WHEREAS, the duties performed by public safety employees sometimes lead to physical and mental injuries; and

WHEREAS, the number of public safety employees seeking duty disability determinations through the Public Employees Retirement Association (PERA) and making workers' compensation claims for line-of-duty injuries is accelerating at an unsustainable rate; and,

WHEREAS, every injury that leads to a PERA duty disability retirement and/or workers' compensation claim impacts the employee, the employee's family and the employee's organization; and,

WHEREAS, the current system for processing and addressing duty disability benefits can be incompatible with the goal of restoring good health and returning employees to work; and,

WHEREAS, the fiscal impact of the increasing number of claims is unsustainable for employers and, ultimately, taxpayers; and,

WHEREAS, public safety agencies, particularly those that are small and already experiencing recruitment and retention challenges, will not remain viable if they continue to sustain significant personnel losses; and,

WHEREAS, cities across Minnesota have invested resources into mental and physical injury education, prevention and treatment; and

WHEREAS, experts, including those experienced with treating combat veterans, report that with successful treatment, many injured public safety employees can achieve optimal outcomes of restoring good health for themselves and their families and returning to work; and,

WHEREAS, cities cannot solve this challenge on their own and need the a state to help address the policy and financial issues related to public safety duty disability trends.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BRAINERD that this Council supports:

- Full state funding for the Public Safety Officer Benefit Account that reimburses employers for providing continued health insurance to police officers and firefighters injured in the line of duty and dependents of those killed (Minn. Stat. § 299A.465);
- Funding to reimburse local governments for providing paid time off to public safety employees who experience work-related trauma and/or are seeking treatment for a mental injury;
- Funding for initiatives and programs that provide peer support, emotional trauma training, early intervention and mental health treatment;
- Requiring public safety college programs to include mental health and specifically PTSD education as part of their curriculum, focusing on prevention;

- Funding for emotional trauma training for pre-service and in-service public safety officers; and
- Advancing wellness for public safety employees.

Adopted this ____ day of March 2023

KELLY BEVANS
President of the Council

Approved this ____ day of March 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Public Safety Officer Benefit Analysis

Fiscal Year	Total Costs Incurred	Costs Eligible for Reimbursement	Amount of Reimbursement Received	% of Eligible Cost Reimbursed
7/1/2011-6/30/2012	\$ 3,700.38	\$ 3,700.38	\$ 1,727.44	46.68%
7/1/2012-6/30/2013	11,648.04	11,648.04	4,913.26	42.18%
7/1/2013-6/30/2014	12,790.17	12,790.17	4,447.68	34.77%
7/1/2014-6/30/2015	20,336.75	18,145.08	5,737.60	31.62%
7/1/2015-6/30/2016	27,705.15	23,756.40	7,706.88	32.44%
7/1/2016-6/30/2017	29,742.42	25,894.92	7,058.40	27.26%
7/1/2017-6/30/2018	30,668.52	26,821.02	6,504.24	24.25%
7/1/2018-6/30/2019	20,002.61	17,722.61	3,192.42	18.01%
7/1/2019-6/30/2020	20,613.18	18,475.68	2,739.60	14.83%
7/1/2020-6/30/2021	21,310.55	19,173.05	1,871.16	9.76%
7/1/2021-6/30/2022	21,486.45	19,167.70	1,815.13	9.47%
	\$ 220,004.22	\$ 197,295.05	\$ 47,713.81	

CITY ISSUE FACT SHEET



Public Employees Retirement Association (PERA) Trends

According to PERA, the number of public safety duty disability claims have climbed in recent years.

- 2019: 118 applications
- 2020: 241 applications
- 2021: 307 applications
- 2022: 257 applications

80% of the applications are related to PTSD.

39% of the claims are from outside Minneapolis and St. Paul.

Public Safety PTSD Duty Disability

ABOUT THE ISSUE

Public safety employees frequently face situations in the line of duty that put them at risk for mental injuries. In recent years, Minnesota has seen troubling trends around public safety duty disabilities related to post-traumatic stress disorder (PTSD).

Concern for mental health of our first responders is a top priority for Minnesota cities. The League believes there is a role for the state government in implementing policies and funding to increase mental injury prevention and treatment initiatives so first responders will stay healthy and return to work.

According to PERA, the funding ratio in the PERA-Police and Fire (P&F) Plan dropped sharply in 2022, and the number of duty disabilities is a contributing factor along with volatile investment returns.



Public Safety PTSD Duty Disability (Continued)

Fortunately, according to experts, the risk of a mental injury can be lowered by implementing preventive measures, such as robust wellness programs, normalizing conversations about mental health, and providing access to tools like peer support. Medical experts, including the Mayo Clinic, agree most people diagnosed with PTSD can be successfully treated if they receive timely and appropriate professional help.



FOR MORE INFORMATION:

Anne Finn
LMC Intergovernmental
Relations Director
(651) 281-1263
afinn@lmc.org

lmc.org

OUR ASKS:

Support HF 1234 (Rep. Her, DFL - St. Paul) and SF 1959 (Sen. Dibble, DFL - Minneapolis) which would:

- ✓ Provide full state funding to reimburse employers for continuing health insurance benefits for disabled employees, a mandate known as the Public Safety Officer Benefit (PSOB).
- ✓ Implement state incentives and funding for mental injury prevention measures for pre-service and active public safety employees.
- ✓ Require treatment for an employee with a mental injury as a condition of eligibility for permanent duty disability benefits.
- ✓ Provide state financial support that allows injured employees to remain on payroll while completing treatment for a mental injury.



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Approve the Promotion of John Davis to Police Chief

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Police Chief Work Group

DEPARTMENT: HR and Adm

PRESENTER: Kris Schubert

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE:

On March 6, 2023, the City Council created a Work Group to oversee the Police Chief interview and promotion recommendation process. At that time, it was noted that two individuals had applied for the Police Chief position. Interviews were conducted and the Work Group recommends to promote Deputy Police Chief John Davis to the Police Chief position. The promotion will be effective June 3, 2023 (day after Chief Bestul's retirement) and Mr. Davis has agreed to Step 3 of the Police Chief Wage Grid or \$54.18 per hour. This wage placement is pursuant to the promotion process identified in the Employee Policy Manual.

The Work Group also recommends to authorize Staff to begin an internal-only promotion process to backfill the Deputy Chief position.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The members of the Police Chief Work Group were Council members Gabe Johnson and Kara Terry, City Administrator Jennifer Bergman and HR Director Kris Schubert. In addition, the Work Group requested that Police Chief Mike Bestul also participate as an Interview Panel member. Special thanks to Council members Johnson and Terry for your assistance in this process!

RECOMMENDED ACTION/MOTION:

1. Approve the promotion of John Davis to Police Chief effective June 3, 2023 subject to the successful completion of a background check; further, that his initial step placement be Step 3 of the Police Chief wage grid or \$54.18 per hour.
2. Authorize Staff to begin an internal-only promotion process to backfill the Deputy Chief position.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: Wage = \$54.18 per hour

Is this budgeted? (Please Explain) Yes – This position was included in the 2023 budget



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Call for Public Hearing 4/3/2023 for SCDP Grant

AGENDA: Main Agenda

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Connie Hillman

DEPARTMENT: Finance

PRESENTER: John Schommer/Connie Hillman

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

At the January 3, 2023 Council meeting, the Council authorized the Brainerd HRA on behalf of the City of Brainerd to submit a Small Cities Development Program (SCDP) preliminary proposal to the Department of Employment and Economic Development (DEED) for a southeast Brainerd rehab program.

DEED has invited the City to submit a full application. One of the requirements prior to submittal of the full application is for the municipality to conduct a public hearing.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The full application is due on or before May 1, 2023.

RECOMMENDED ACTION/MOTION:

Authorize the Brainerd HRA to submit a SDCP 2023 grant application for DEED for a southeast Brainerd grant program; further to call for a public hearing to be held at the April 3, 2023 council meeting.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes – the cost of public hearing – to be paid for by HRA

What is the total cost, with tax and shipping: Click to enter text

Is this budgeted? (Please Explain) Click to enter text



Brainerd City Council Agenda Request

MEETING DATE: March 20, 2023

TITLE OF ITEM: Consider Conditional Use Permit for a 5-Unit Apartment at 2307 Crestview Lane

AGENDA: Main Agenda

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, CDD

DEPARTMENT: Community Development

PRESENTER: James Kramvik, CDD

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

MD Investments LLC. of 1107 6th St S. Brainerd, MN 56401, applied for a Conditional Use Permit to construct a 5-unit apartment complex at 2307 Crestview Lane Brainerd, MN 56401. This property is located in a Contemporary 2 (CN-2) Zoning District and 5+ multifamily dwellings are considered conditional uses.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Planning Commission considered this request at their March 15th meeting and issues regarding the proposed structure centered around site orientation of units and consistency with architectural styles of the neighborhood. Housing density was not stated as a concern by the Planning Commission but was a concern of nearby residents. Staff recommended conditions to enhance the façade facing Crestview Lane and included them in the recommended motion. Planning Commission recommended approval of the Conditional Use Permit with the attached conditions as presented and adding the condition of downcast lighting. Upon roll call, Members Duval, Yeager, Gorham, and Stenglein voted “yea”. Members Marohn and Woodward voted “nay”. The Chair declared the motion carried.

RECOMMENDED ACTION/MOTION:

Recommend approval of the Condition Use Permit for the construction of a 5-unit apartment at 2307 Crestview Lane with the following conditions:

- 1) The applicant works with staff to enhance the front entrance with 25% stone or brick and a covered entrance for the door facing Crestview Lane.
- 2) The applicant works with staff to finalize a planting plan prior to installation. The number of shrubs shall not be reduced.
- 3) All lighting attached to the building shall be downcast and have a corelated color temperature of 3,000 Kelvin or lower.
- 4) A 6’ wood or vinyl privacy fence shall be constructed along the south property line from the rear property line to the façade of the neighbor’s house. The fence shall only be constructed if agreed upon by the neighbor to the South.

FINANCIAL IMPACT:

Is there a cost associated with this request: No

What is the total cost, with tax and shipping: N/A

Is this budgeted? (Please Explain) N/A

MEMO



TO: Planning Commission

FROM: James Kramvik, Community Development Director

DATE: March 15, 2023

RE: Consider Conditional Use Permit for a 5-Unit Apartment at 2307 Crestview Lane

Introduction:

MD Investments LLC. of 1107 6th St S. Brainerd, MN 56401, applied for a Conditional Use Permit to construct a 5-unit apartment complex at 2307 Crestview Lane Brainerd, MN 56401.

Parcel Number: 41020590
Zoning District: Contemporary Neighborhood 2 (CN-2)

Property Area: 0.4153 acres

Adjacent Uses: North: Single Family Residential
East: The Church of Jesus Christ of Latter-Day Saints
South: Single Family Residential
West: Single Family Residential & Single Family Attached Residential

Adjacent Zoning: North: Garden Living (GL)
East: Public/ Semi Public (PSP)
South: Garden Living (GL)
West: Contemporary Neighborhood 2 (CN-2)

Findings of Fact:

1. 2307 Crestview Lane. Brainerd, MN 56401 is in a Contemporary Neighborhood 2 (CN-2) zoning district. Zoning Ordinance [515-3 Allowed Uses. Appendix A: Table of Uses](#) allows for the construction of multi-family attached dwellings of five (5) or more units as a Conditional Use in the CN-2 District.
 - A. *Single family detached dwelling units and 2-4 unit attached dwellings are permitted in the CN-2 district provided it meets the requirements of the zoning code.*
2. According to [Section 515-6 Rules and Definitions: Dwelling, Multi-family \(5 Units+ also referred to as Apartments or Townhomes\)](#). A building designed with five (5) or more dwelling units exclusively for occupancy by five (5) or more families living independently of each other. Such buildings may have common hallways and main entrances or have private

entrances. Multi-family buildings may include, but not be limited to, efficiency units, one-bedroom, two bedroom, and three-bedroom units.

- A. *The site plan and architectural renderings for 2307 Crestview Lane propose a 5-unit building consisting of 2 bedroom units with separate entrances.*
3. According to [Section 515-4-2.C Multi-family attached dwelling units](#) (5 dwelling units or more): All multi-family buildings constructed within the City shall conform to the following:
 - A. Multiple family dwelling units shall have the following minimum floor area per unit:
Two Bedroom Units must equal 700 SQFT.
 - i. *Each two-bedroom unit is approximately 840 SQFT.*
 - B. Exterior Building Materials. Multi-family dwelling units shall be designed to create visual interest through a variety of materials, colors, textures, installation direction or other characteristics that create articulation either between units or floors.
 - i. *The applicant proposes three variations of siding types on the North and South elevations. The variation of siding does not create articulation between units but does create interest at each gable.*
4. **Criteria for Granting Conditional Use Permits:** As outlined in the Zoning Code [Section 515-5-2.B.6.a-g](#) The Criteria for Granting Conditional Use Permits is as follows: "In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable."
 - A. The proposed use conforms to the Zoning District and is a permitted Conditional Use identified on the Appendix A: Table of Uses.
 - i. *The proposed 5-unit multifamily building is permitted as a conditional use in the CN-2 District.*
 - ii. **Density Calculations.** *Using the extents of Buffalo Hills Ln W to the North, Crestview Ln to the West, Woodland Hills Ln to the South, and Greenwood St to the East.*
 - a. *Approximate acreage of all properties is 12.69 acres.*
 - b. *The 12.69-acre area contains 41 residential units/ vacant properties including the proposed 5-unit apartment. This equates to a density calculation of 3.23 units per acre.*
 - c. *3.23 units per acre is more than what is allowed in the GL Zoning District, which has a maximum of 2 dwelling units per acre but is less than the minimum requirement in the CN-2 district which is 4 dwelling units per acre.*
 - d. *According to the [Future Land Use Map, Future Land Use Categories, and the Comprehensive Plan](#) this property and the properties on the East Side of Crestview Ln are categorized as Low to Medium Density which strives for 4 to 9 dwelling units per acre. The extents of the density calculation, which equaled 3.23 dwelling units per acre, does not exceed or meet the desired low-to-medium density range requirements.*
 - e. *The proposed 5-unit apartment increases the density of the neighborhood and achieves a higher dwelling unit per acre rate as opposed to the construction of a single-family home on the same property.*
 - B. The proposed use meets the regulations and standards established in this Ordinance.

- i. The CN-2 Zoning District must meet the coverage and principal building standards as defined in Zoning Code [Section 515-2-7.C](#). The following standards are applied to the construction of a principal building on a CN-2 lot:
 - a. Front Yard Setback (minimum) 25'
 - 1. *The proposed structure has a 25' front yard setback.*
 - b. Side Yard Setback (minimum) 10'/20' corner
 - 1. *The proposed structure has a 10' and 26.93' side yard setback.*
 - c. Rear Yard Setback (minimum) 25'
 - 1. *The proposed structure has a 42' rear yard setback.*
 - d. Impervious Surface Coverage (maximum) 60%
 - 1. *The proposed structure and parking lot equate to 43% impervious surface coverage.*
- C. The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.
 - i. *This proposed use of the property at 2307 Crestview Lane will not cause any condition dangerous, injurious, or noxious to any other property or person.*
 - ii. *The project has been reviewed by the Fire Marshal and approved.*
- D. The proposed use shall be sited, oriented, and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.
 - i. *As proposed, the building is orientated with a front door entrance facing Crestview Lane. The remaining units would have a side entrance facing the parking lot. A front door facing Crestview Lane is consistent with the neighborhood.*
 - ii. Section [515-4-10.A.2 General Landscaping Improvement Standards](#), requires multi-family attached residential units to plant four (4) shrubs per dwelling unit.
 - a. *The applicant proposes the installation of 20 shrubs around the foundation of the building to meet this requirement.*
 - iii. According to Section 515-4-10.G.1,2,&4 All exposed parking areas of ten (10) or more spaces in a front and side yard abutting a public street right-of-way shall be landscaped. One (1) shrub shall be planted for every five (5) lineal feet of parking lot perimeter that is adjacent to a public street. Plants shall be two (2) feet to four (4) feet in height and designed in a way to screen the parking lot from street view. When a parking lot is adjacent to or across an alley from a residentially zoned property, the required screen height shall be increased to six (6) feet. Refer to Table [515-4-10.2] Plant Spacing Requirements for Screening.
 - a. *The applicant proposes the installation of five (5) shrubs to screen the parking stalls from the right-of-way. The applicant proposes the installation of 24 shrubs along the parking lot to screen the lot from the adjacent single family residential lot.*
 - iv. According to Section 515-4-10.C.5 In all Contemporary Neighborhood and Traditional Neighborhood Base Zoning Districts new lots or development shall include landscape plantings as identified in Table [515-4-10.2]. A minimum of one deciduous tree shall be planted in the front yard within 10-feet of the front property line, or right-of-way line. Table [515-4-10.2] requires the planting of one (1) tree per each 25' of lot frontage for lots that are 65+ feet wide.

- a. *The applicant will be required to plant four (4) trees. There must be a mix of deciduous and coniferous and one (1) tree must be planted within 10-feet of the front property line.*
 - b. *Staff recommends working with the applicant on the final tree plan prior to certificate of occupancy. Trees left on site may count towards this final number.*
- E. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.
 - i. *Primary structures along Crestview Lane primarily have vinyl siding. Some, but not all structures have brick or stone on the façade.*
 - a. *The applicant proposes a mixture of vinyl siding size and color which is consistent with the neighborhood.*
 - b. *The front entrance does lack a covered entry way or enhancement that is exhibited on most structures in the neighborhood.*
- F. The proposed use shall organize vehicular access and parking to minimize traffic congestion in a residential neighborhood.
 - i. According to [Section 515-4-12.K.34 Off-Street Parking](#). Attached Single-Family Dwellings, Multi-Family and Manufactured Homes within Manufactured Home Parks. At least two and one-fourth (2 ¼) rent-free spaces per unit. In projects involving eight (8) or more units, the City may require additional clustered guest parking spaces based upon calculation of required demand.
 - a. *The proposed building consists of 5 two-bedroom units. The applicant is required to provide 11.25 off street parking spaces. The applicant is proposing twelve (12) off street parking spaces which will minimize congestion in the residential neighborhood.*
- G. The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.
 - i. *The proposed use is supported by the following goals of the Comprehensive Plan*
 - a. *Housing Goal 1: Provide a diverse mix of housing choices for all stages of life, income ranges, and ownership/rental preferences.*
 - 1. *Policy 2: Expand home ownership and rental opportunities through rehabilitation and new construction.*
 - 2. *Policy 5: Ensure an adequate supply of quality and affordable housing units for current and future residents.*
 - b. *Land use Goal 3: Support and invest in the incremental enhancements of quality of life.*
 - 1. *Policy 3: Ensure a wide range of housing types for all income levels.*
 - c. *Economic Development Goal 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth.*
 - 1. *Policy 1: Drive infill development and redevelopment towards areas where current infrastructure is present, or places where high levels of blight or disinvestment exists.*

Section 515-2.B.7 Conditions. In reviewing applications for conditional use permits, the City may attach whatever reasonable conditions are deemed necessary to mitigate anticipated adverse

impacts associated with the proposed use, to protect the value of property within the Zoning District, and to achieve the goals of the City's Comprehensive Plan. In determining such conditions, special consideration shall be given to protecting nearby properties from objectionable views, noise, traffic, and other characteristics associated with such uses. Such conditions may include, but are not limited to, the following:

- a. Increasing the required lot size or yard setback dimension.
- b. Limiting the height, size, or location of buildings.
- c. Regulating ingress and egress to the property and the proposed structures thereon with particular references to vehicle and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other catastrophe.
- d. Regulating the street width.
- e. Increasing the number of required off-street parking spaces.
- f. Limiting the number, size, location, or lighting of signs.
- g. Requiring a berm, fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
- h. Requiring dedication of some open or green space.
- i. Regulating the appearance of the facilities or site so that they are harmonious with the neighborhood and City.

As of this writing, three parties have contacted the Community Development Department for more information on the Conditional Use Permit application for the proposed 5-unit apartment at 2307 Crestview Lane. Questions regarding the proposed development included screening requirements and whether this was a market rate or affordable housing project.

Staff Recommendations:

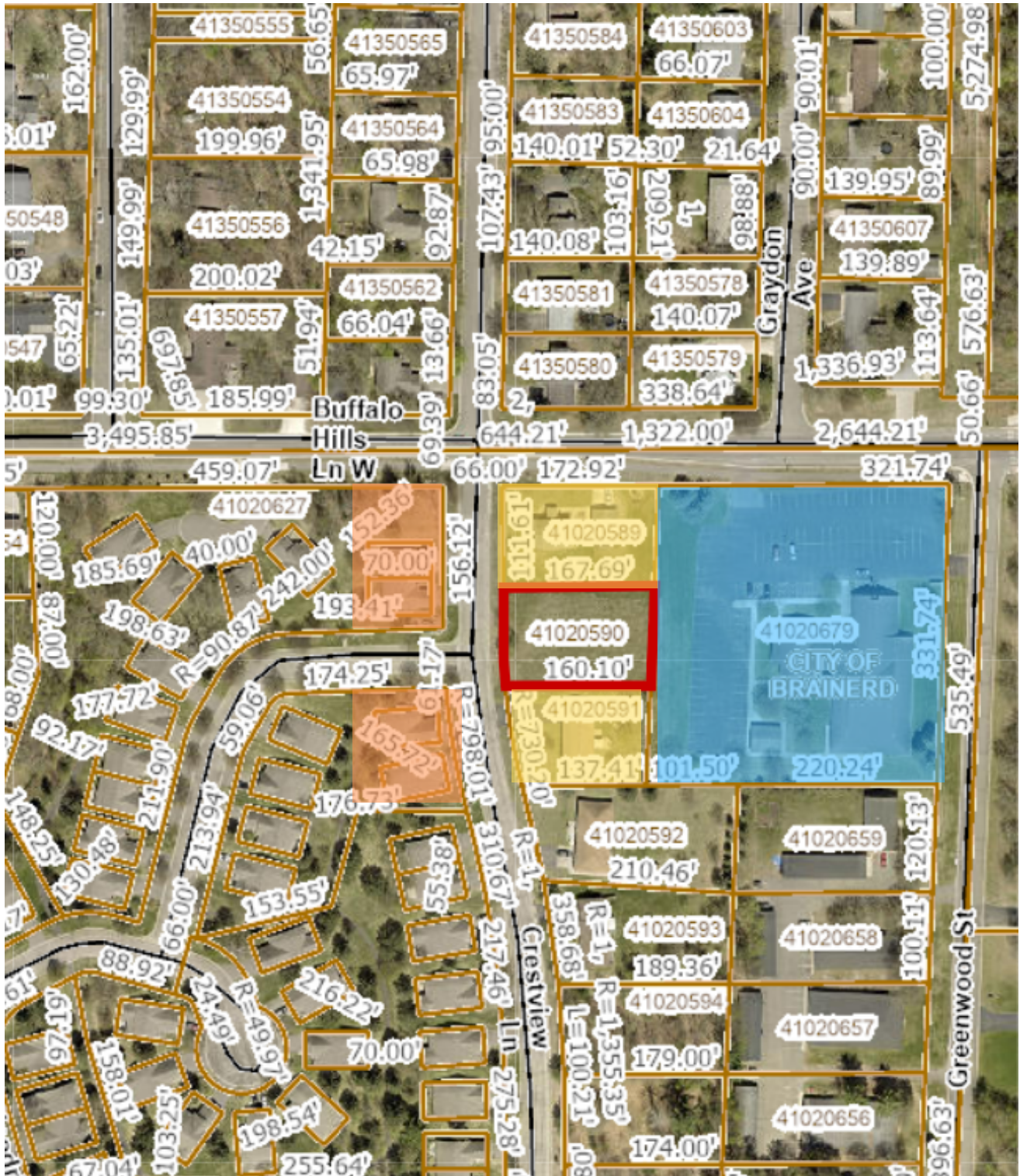
The Community Development Department recommends approval of the Conditional Use Permit for 2307 Crestview Lane, Brainerd, MN based on adherence to the zoning code requirements, rules and administration for Conditional Use Permits, and support from the Comprehensive Plan. Staff recommends applying the following conditions to the permit:

- 1) The applicant works with staff to enhance the front entrance with 25% stone or brick and a covered entrance for the door facing Crestview Lane.
- 2) The applicant works with staff to finalize a planting plan prior to installation. The number of shrubs shall not be reduced.
- 3) All lighting attached to the building shall have a 90-degree cutoff and a correlated color temperature of 3,000 Kelvin or lower.
- 4) A wood or vinyl fence shall be constructed along the south property line from the rear property line to the façade of the neighbor's house. The fence shall only be constructed if agreed upon by the neighbor to the South.

2307 CRESTVIEW LANE - ZONING MAP OVERLAY AND PARCEL STREET VIEWS



2307 CRESTVIEW LANE - ZONING MAP OVERLAY WITH FULL SURROUNDING NEIGHBORHOOD



NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that MD Investments LLC. has submitted a request for a Conditional Use Permit to construct a multi-family 5-unit attached dwelling at 2307 Crestview Ln. Brainerd, MN 56401. The property included in this application is described as:

*LOT 13 BLOCK 1
EASTVIEW ADDITION
Parcel #: 41020590
Section 02, Township 44, Range 31*

The property is zoned CN-2 (Contemporary Neighborhood 2) District, and Zoning Ordinance Section 513-3 Appendix A Table of Uses allows multi-family attached dwelling units (5+ Units) as a conditional use in the CN-2 District. A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing will be conducted by the Brainerd Planning Commission at 6:00 p.m. Wednesday, March 15, 2023, in the Council Chambers at Brainerd City Hall, 501 Laurel Street, to consider the Conditional Use Permit request.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2309.

Dated this 1st day of March, 2023



James L. Kramvik
Community Development Director

Publication Date: March 4, 2023

March 15, 2023

Mr. James L. Kramvik
Community Development Director
City of Brainerd
501 Laurel St
Brainerd, MN 56401

RE: LOT 13 BLOCK 1
EASTVIEW ADDITION
Parcel #: 41020590
Section02, Township 44, Range 31

Dear Mr. Kramvik

Please accept this letter by all the undersigned residents of the immediate neighborhood community who express our strongest opposition possible to the construction of a multi-family, 5+ units attached dwelling at 2307 Crestview Lane. Brainerd, MN 56401, requested by MD Developments, LLC.

Respectfully Submitted in Opposition:

Resident Name	Address	Telephone
Gayle Hertel	2418 Crestview Ln. Bld.	
Jayda Collins	2402 Crestview Ln. Bld.	
Robert Stone	2304 Crestview	
Don McFarland	2403 Crestview Lane	
Kathy McFarland	2403 Crestview Lane	
Randy Pecunia	2420 Crestview Lane	
John Kwan	2420 Crestview Lane	
Patricia McIntyre	2417 Crestview Lane	
Neg. Hagenson	2419 Woodridge Ln.	
Sharon Judas	2506 Crestview Lane	
John Morgan	2512 Crestview Lane	
Travis Steffen	2516 Crestview Lane	
Beverly Steffen	2516 Crestview Lane	
Carol Rodsett	2518 Crestview Lane	
Brian Spence	"	
Charles Holst	2521 Crestview Ln.	
Arlene Holst	2521 Crestview Ln.	

March 15, 2023

Mr. James L. Kramvik
Community Development Director
City of Brainerd
501 Laurel St
Brainerd, MN 56401

RE: LOT 13 BLOCK 1
EASTVIEW ADDITION
Parcel #: 41020590
Section02, Township 44, Range 31

Dear Mr. Kramvik

Please accept this letter by all the undersigned residents of the immediate neighborhood community who express our strongest opposition possible to the construction of a multi-family, 5+ units attached dwelling at 2307 Crestview Lane. Brainerd, MN 56401, requested by MD Developments, LLC.

Respectfully Submitted in Opposition:

Resident Name	Address	Telephone
---------------	---------	-----------

Karen Fenn	2604 Crestview	
Karen Doyle	2423 Crestview Ln.	
Kate Swanson	2134 Crestview Ln	
Ann Hansen	2417 Crestview Ln	

Kate Swanson

Owner and Resident on 2134 Crestview Lane

Single Family Home 250 feet North and West of Property applying for the CUP

I will be highlighting objective information that I have gathered from both the IMAGINE BRAINERD Comprehensive Plan, and City of Brainerd Zoning Code.

To Start out: I would like to highlight the Community Character and Identity of Our Neighborhood

Make Mention of the MEMO: Adjacent Uses North, South, and West (All Single Family Residential and Single Family Attached Residential)

Make Mention of the MEMO: Adjacent Zoning to the North and South (both Garden Living)

Looking at the Future Land Use Map of the Comprehensive Plan

It has been decided our neighborhood has been identified as Low to Medium Density Residential.

Specific language from the Comprehensive Plan “This category provides for housing options that include one and two-family dwelling options, such as duplexes (stacked and side-by-side), twin homes, town houses, attached and detached single family dwellings”. Which fits into the current uses as stated above. **No mention is made of allowing multi-family complexes.**

MEMO: Findings of Fact 4: A. ii. Density Calculation.

QUESTION #1: Why the neighborhood boundary, and not just the parcel? Zoning Code does not support specific language of utilizing neighborhood boundaries vs individual parcels. This was a Planning staff decision. How did the neighborhood boundary get picked? Planning Staff stated they “keep it consistent”. Planning Commission member Charles Marohn specifically said during the meeting Wednesday night “this seems like an arbitrary decision process”. Why include vacant parcels, non residential lots (the church which includes a large parking lot), and unbuildable wetland areas.

ZONING

Please reference Table 515-2-3.1 **Summary of Dimensional Standards** (attached pdf) is specific to Zoning of Parcels:

Subject Parcel Size:

0.4153 acres

17,860 Square Feet

110 feet of Frontage on the Public Street

DU/AC

Dwellings units per acre (du/ac) permit how many individual dwellings can be located on **any one property.**

CN-2 : 4-12 Dwelling Unit/AC

For a 0.4153 acre parcel: Density dwelling range for this parcel: 1.66 - 4.98

Proposed CUP has 5 Dwellings, above the Dimensional Standards for CN-2.

QUESTION #3: How is this allowed, being above the Parcel Dimensional Standard? Over 12 DU/AC is well into medium/high density dwellings, which made mention earlier, our neighborhood has been decided as low/medium density.

IMPERVIOUS

Site Plan notes 47% impervious surface coverage. MEMO makes mention of 43%, building and parking lot.

QUESTION #4: Adding up the building, 12 parking spots, driveway, dumpster apron...43-47% is not accurate.

QUICK MATH Building is 4,400 square feet...Paved parking lot, driveway and dumpster apron 4,980 sq ft... Front door needs a sidewalk and stoop, not in building plan.

My math is 55% Impervious, but does not include the missing sidewalk/stoop that is required for the front door. This pushes the Impervious perhaps above 60%, which I am requesting should be clarified and addressed for the Council.

In summary, I have significant concerns allowing a CUP on this parcel. As a resident and home owner in this neighborhood, I am not in support of allowing this 5-Unit multi-family dwelling in this single family residential neighborhood.

Specifically:

- 1) The parcel DU/AC for CN-2 is outside the City of Brainerd Zoning Dimensional Standards.
- 2) Questionable impervious calculations.
- 3) Allowing a multi-family dwelling does not meet the IMAGINE BRAINERD Comprehensive Plan for future land use, and definition of Low to Medium Density housing.

I hope that my questions and comments are taken into consideration. Thank you for your time.



Community Development Department

City Hall – 501 Laurel Street Brainerd, MN 56401

218-828-2307

www.ci.brainerd.mn.us

CONDITIONAL USE/REZONING/VARIANCE APPLICATION

	RESIDENTIAL	COMMERCIAL
CONDITIONAL USE PERMIT	☒ (\$250.00)	☐ (\$400.00 + \$500.00 escrow deposit)
REZONING	☐ (\$300.00)	☐ (\$500.00)
VARIANCE	☐ (\$250.00)	☐ (\$400.00 + \$500.00 escrow deposit)

PROPERTY ADDRESS: 2307 Crestview Lane

LEGAL DESCRIPTION: Lot(s): 13 Block: 1 Addition: Eastview
(attach description if lengthy)

Property Owner Name: MD Investments LLC

Street Address: 1107 South 6th St City: Brainerd State: MN Zip Code 56401

Phone Number: 218-820-7841 Fax: _____ E-mail: dpeterson6@live.com

Applicant Name: (If different than Property Owner) _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

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

Description of Request: Construct 40x110 5 unit Apartments

David K Peterson

Property Owner Signature

3-1-2023

Date

David K Peterson

(Please print name)

David K Peterson

Applicant Signature

3-1-2023

Date

David K. Peterson

(Please print name)

(OVER)

(Top 3 inches reserved for recording data)

AFFIDAVIT OF ARCHITECTURAL CONTROL COMMITTEE

State of Minnesota, County of Crow Wing

David Crust being first duly sworn, on oath says that to my actual and personal knowledge:

1. That Restrictive Covenants recorded December 31, 1997, as Document No. 521900 in the office of the Crow Wing County Recorder provide for provide for committee's approval in writing of plans and specifications for building; and
2. That I have authority as set out in the Restrictive Covenants as a member of the architectural control committee and am the sole remaining member; and
3. That I have reviewed the constructions plans and specifications and a plan showing the location of the structure to be constructed on Lot 13, Block 1, Eastview Addition, Crow Wing County, Minnesota, the plans and specifications having been provided to me for review for the construction of multi-unit residential building; and
4. That in my capacity as sole remaining member of the architectural control committee, I approve said plans and specifications and location.

Further affiant sayeth not except that this Affidavit is being made for the purpose of compliance with Restrictive Covenants recorded December 31, 1997, as Document No. 521900, which govern the real property described herein.

Affiant

EASTVIEW ADDITION ARCHITECTURAL
CONTROL COMMITTEE



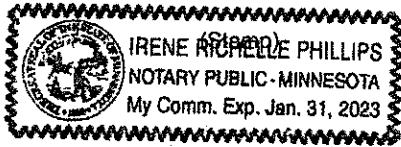
By: David Crust

Its: Sole Member

State of Minnesota

County of Crow Wing

On this 3rd day of October, 2022, by David Crust, Sole Member of Eastview Architectural Control Committee, on behalf of said Committee.

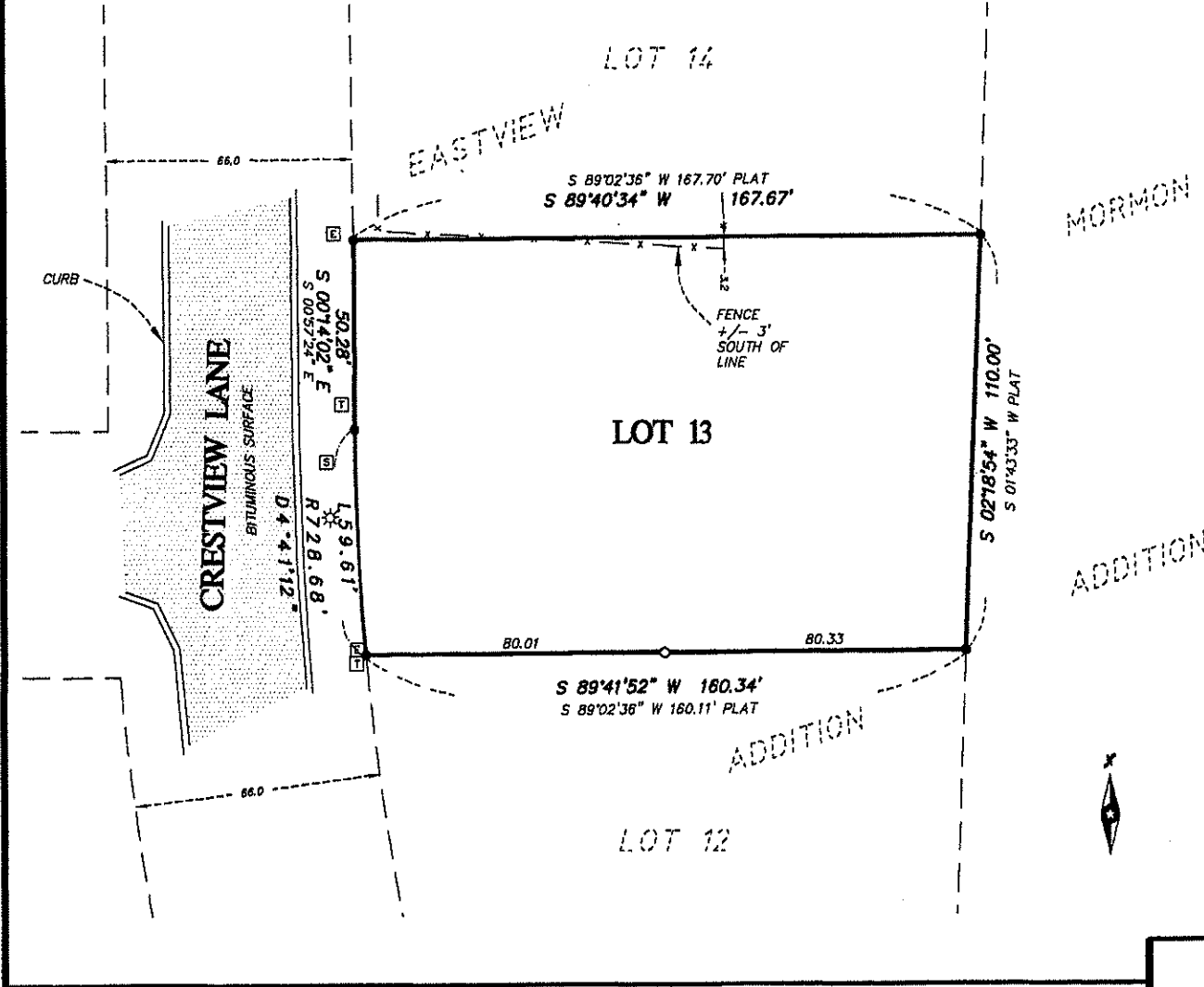


Irene Phillips
(Signature of notarial officer)

Title (and Rank): Notary

My commission expires: 1/31/2023
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
David Crust, Sole Member
Eastview Architectural Control Committee
6671 Racine Road
Brainerd, MN 56401



LEGAL DESCRIPTION: (PER DOCUMENT # 931182)

Lot 13, Block 1, Eastview Addition, Crow Wing County, Minnesota.

GENERAL NOTES

1. No search for easements or restrictions, recorded or unrecorded, was made by the Surveyor.
2. Bearings shown are based upon the Crow Wing County Coordinate System.
3. The underground utilities shown have been located from field survey information. The surveyor makes no guarantees that the utilities shown comprise all such utilities in the area, either in service or abandoned.
4. No wetlands were delineated as a part of this survey.
5. Total area of subject property: 18,101 Sq. Ft. / 0.42 Acres.

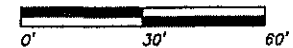
LEGEND

- DENOTES FOUND MONUMENT
- DENOTES SET 1/2"x14" IRON PIPE WITH CAP
- [E] DENOTES ELECTRIC BOX
- [T] DENOTES TELEPHONE BOX
- [S] DENOTES CURB WATER STOP
- ☀ DENOTES STREET LITE

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed LAND SURVEYOR under the laws of the State of Minnesota.

Terry T. Strus

Terry T. Strus
Date: 9/6/22 License No. 50319



Date: 9/6/22

22-247 CTF01.dwg

**Lakes Area
SURVEYING**
LLC

24314 SMILEY ROAD, SUITE C
NISSWA, MN 56468
OFFICE (218) 961-0090



Crew: EAN/JJ
Checked: PDH
Drawn: TTS
Record Drawing by/date:

Prepared for:

**EXIT LAKES
REALTY PREMIER**

EASTVIEW ADDITION

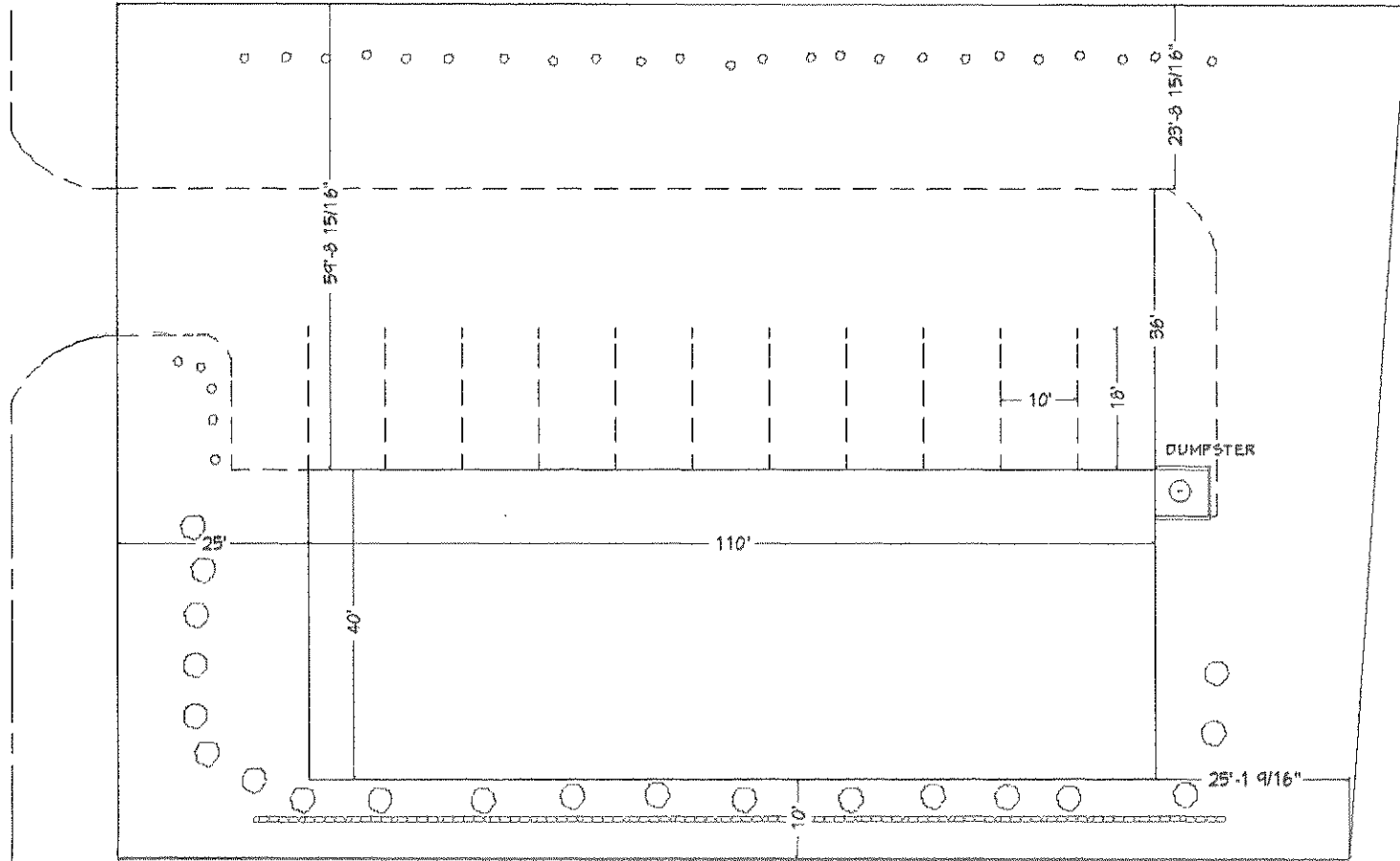
Brainerd, Minnesota

**CERTIFICATE OF
SURVEY**

2307 CRESTVIEW LANE

167'-7 3/8"

CRESTVIEW LANE

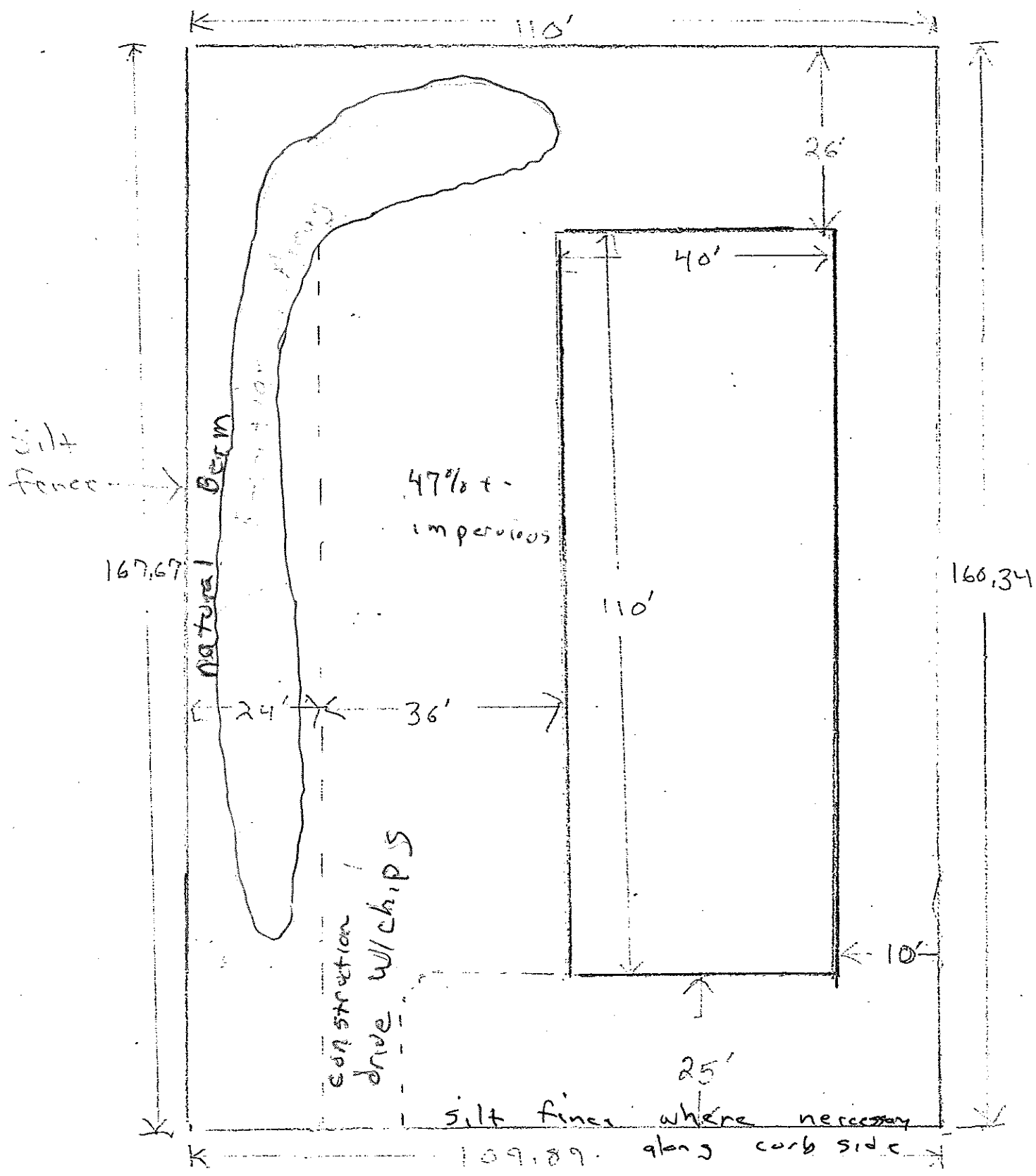


○ - DENOTES 4-6' PLANT SPECIES (HYDRANGEA, LILAC, SPIREA, NINEBARK)
○ - DENOTES GLOBE ARB. PLANT

110'

160'-1 9/16"

← N

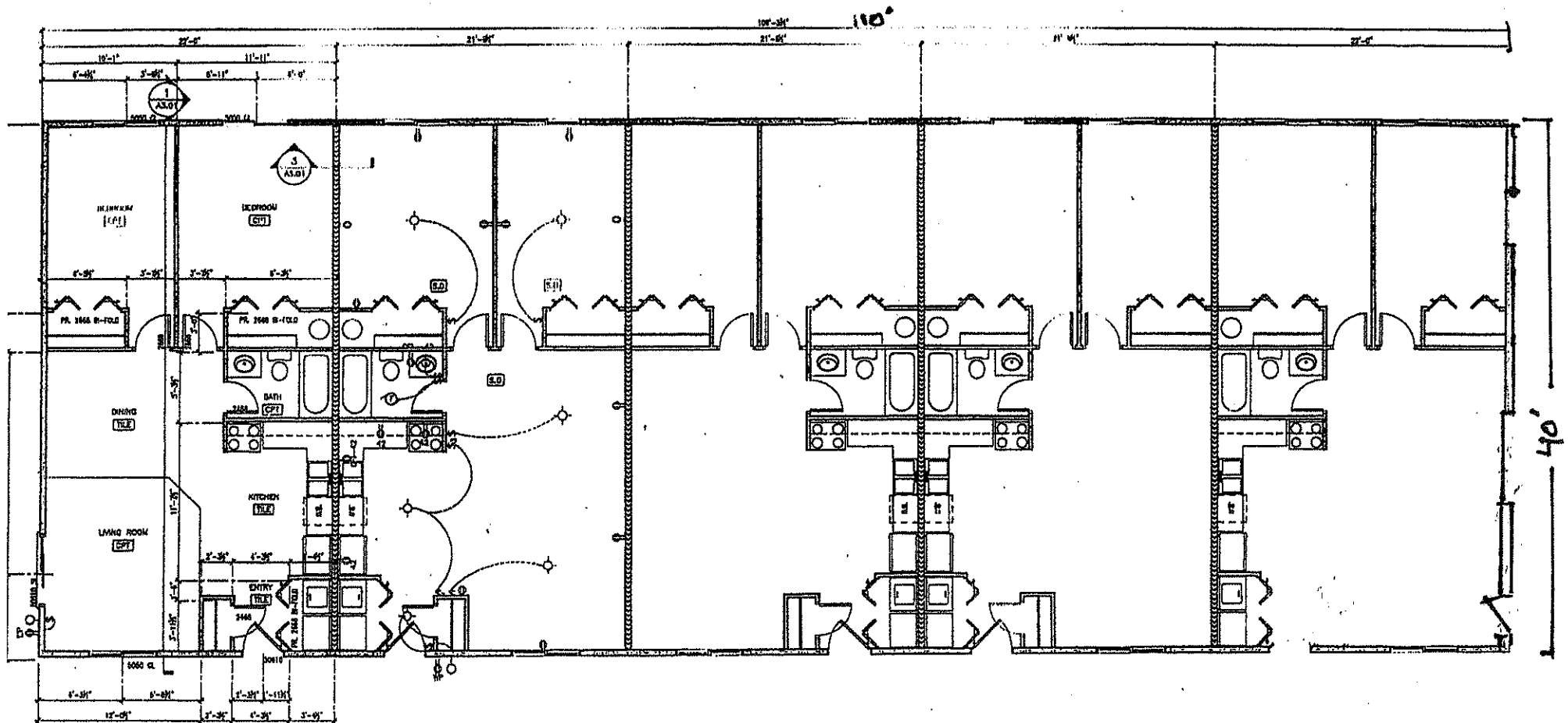


2307 Crestview lane

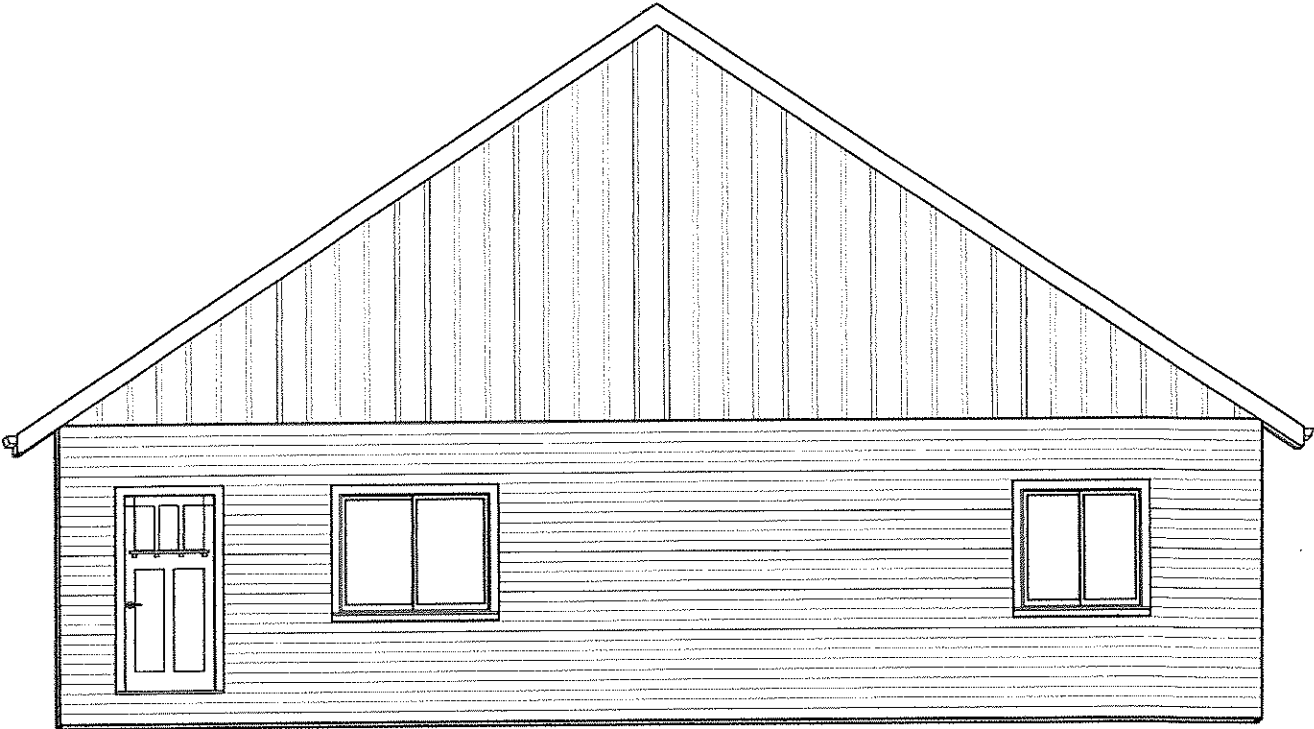
1" = 20'

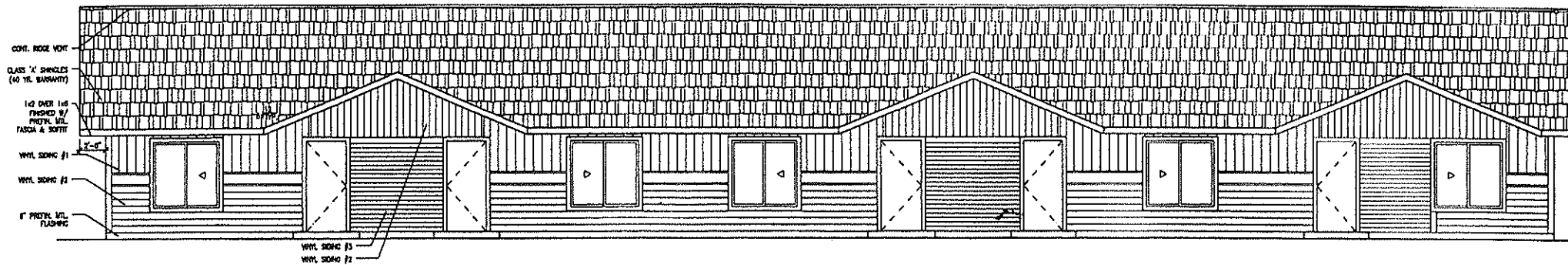
MD Investments

Dave Peterson
410-820-1771

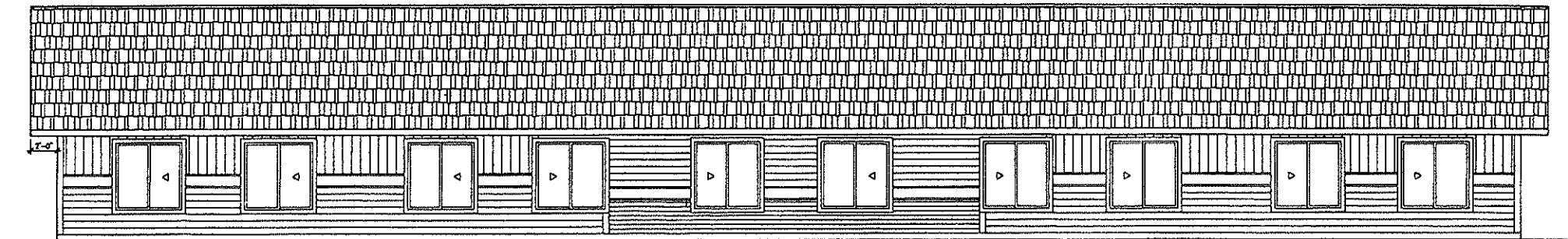


West Elevation





NORTH



SOUTH