

CITY COUNCIL AGENDA

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Monday, May 15th, 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: 2490 686 5330

Attend by phone **Personnel and Finance 7:15 PM** Committee: 1-844-992-4726 Meeting
Access Code: 2492 560 7589

Attend by phone **Safety and Public Works 6:45 PM** Committee: 1-844-992-4726
Meeting Access Code: 2481 307 7225

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

1. Call To Order

2. Roll Call

____ G. Johnson ____ J. Czeczok ____ M. O'Day ____ K. Stunek

____ K. Terry ____ T. Stenglein ____ 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:

APRIL 2023 PREPAIDS.pdf
051523 COUNCIL AP INV REGISTER.pdf

B. **Approval Of Minutes**

Documents:

2023-05-01 CC Draft.pdf

C. **Approval Of Licenses**

Contractor Licenses

Documents:

20230515 Contractor Licenses.pdf

D. Department Activity Reports

Documents:

CDD Monthly Report.pdf

CA Monthly Report.pdf

IT Monthly Report.pdf

PD Monthly Report.pdf

E. Ratify The Hiring Of 2023 Interns And Temporary/Seasonal Employees

Documents:

Consent -Hiring 2023 Summer Temps.pdf

F. Approve Temporary On-Sale Liquor License Applications Submitted By Lakes Area Music Festival At 702 S 5th St, On July 28th & 29th, August 4, August 11, August 19th Contingent On Approvals

6. Presentation

A. MS4 Presentation And Public Hearing

Documents:

MA - 2022 MS4 Annual Meeting.pdf

7. Council Committee Reports

A. Personnel And Finance Committee 7:15 PM

WebEx Teleconference Call-In Information

Call Toll-Free: 1-844-992-4726 Access Code: 2492 560 7589

Documents:

05-15 PF Agenda.pdf

1. Consider Waiving Nuisance Assessment For 702 2nd Ave NE

Documents:

PF - Nuisance Citation Assessment.pdf

2. Consider Magnuson Separation Agreement As Recommended By The Public Utilities Work Group And Public Utilities Commission

Documents:

PF - Magnuson Separation Agreement.pdf

3. Accept Resignation Of Public Works Administrative Specialist Cari LaRose And Authorize Hiring Process

Documents:

PF - Accept Resignation of Cari LaRose.pdf

4. Discussion Of Outdoor Pickup Lockers At The Brainerd Public Library

Documents:

PF - Library Lockers.pdf

B. Safety And Public Works Committee 6:45 PM

WebEx Teleconference Call-In Information

Call Toll-Free: 1-844-992-4726 Access Code: 2481 307 7225

Documents:

05-15 SPW Agenda.pdf

1. Approve Event/Street Closure Application- Memorial Day Parade & Event

Documents:

SPW- Memorial Day Event.pdf

2. Consider Request From Brainerd Restoration For Outdoor Seating Downtown Brainerd

Documents:

SPW Brainerd Restoration Request.pdf

3. Adopt Resolution To Accept LMC Grant Navigator Funding

Documents:

SPW - RES LMC Grant Navigator Funding.pdf

4. Approve Transit Fare Increase For Brainerd

Documents:

SPW - Brainerd Transit Fare Increase.pdf

5. Approve WSB Contract Amendment - Harrison Safe Routes To School

Documents:

SPW - WSB Amendment - Harrison SRTS.pdf

6. Request To Award Improvement 22-06 - Harrison Elementary Safe Routes To School

Documents:

SPW - Award Imp 22-06 Harrison SRTS Bids.pdf

7. Discussion Regarding Improvement 21-15 - Buffalo Hills Gully Remediation Project

Documents:

SPW - Buffalo Hills Gully Discussion.pdf

8. **Unfinished Business**

- A. **Final Reading- Proposed Ordinance 1549- Amending Sections 1200 And 1205 Of The City Code- Sale And Consumption Of Alcoholic Beverages In Public Areas**

Documents:

MA - ORD 1549 - Sections 1200 and 1205.pdf

- B. **Final Reading- Proposed Ordinance 1550- Amending Section 1310.05 Of The City Code- On-Street Parking Of Unattended Trailers**

Documents:

MA - ORD 1550 - Amending Section 1310.pdf

- C. **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)

Library Board- 1 term (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)

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

Parking Commission-- 1 term (Expire 2026)

Planning Commission-- 1 term (Expire 2025)

9. **New Business**

A. **First Reading- Proposed Ordinance 1551- Amending Section 515-4-8 Outdoor Lighting Of The Zoning Code**

Documents:

MA - ORD 1551 - Amending Section 515-4-8.pdf

B. **Consider Draft Statute Revision For Cemetery Funding**

Documents:

MA Proposed Language Cemetery.pdf

C. **Set Joint Workshop With The Brainerd HRA On May 30th At 6:00 P.m.**

Documents:

MA - Joint CC HRA Workshop.pdf

10. **Public Forum**

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

11. **Staff Reports**

(Verbal: Any Updates since Packet)

12. **Mayor's Report**

13. **Council Member Reports**

14. **Adjourn**

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"

05/10/2023 09:26 AM

User: pziemer

DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 04/01/2023 - 04/30/2023

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 0296 - BRAINERD PUBLIC UTILITIES:							
INV22131 77147	BRAINERD PUBLIC UTILITIES MLT PROJECT - WATER METER 401-9030-45530-22:07	04/28/2023 pziemer	04/28/2023	1,810.00	0.00	Paid	Y 04/28/2023
	CAPITAL-PYMTS TO CONTRACTS			1,810.00			
	Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:			1,810.00	0.00		
Vendor 0307 - CENTERPOINT ENERGY:							
92166-0/MAR23/CH 76903	CENTERPOINT ENERGY 2/16/23-3/16/23 CITY HALL UTILITIES 101-1940-43380	03/24/2023 pziemer	04/11/2023	1,387.82	0.00	Paid	Y 04/11/2023
	UTILITIES			832.36			
	101-1940-43380 UTILITIES			555.46			
92166-0/MAR23/STRT 76904	CENTERPOINT ENERGY 2/16/23-3/16/23 STREET DEPT UTILITIES 235-3100-43380	03/24/2023 pziemer	04/11/2023	1,679.06	0.00	Paid	Y 04/11/2023
	UTILITIES			1,679.06			
92166-0/MAR23/FD 76905	CENTERPOINT ENERGY 2/16/23-3/16/23 FIRE DEPT UTILITIES 225-2220-43380	03/24/2023 pziemer	04/11/2023	1,034.42	0.00	Paid	Y 04/11/2023
	UTILITIES			636.12			
	225-2220-43380 UTILITIES			398.30			
92166-0/MAR23/PD 76906	CENTERPOINT ENERGY 2/16/23-3/16/23 POLICE UTILITIES 225-2120-43380	03/24/2023 pziemer	04/11/2023	381.73	0.00	Paid	Y 04/11/2023
	UTILITIES			381.73			
92166-0/MAR23/LIB 76907	CENTERPOINT ENERGY 2/16/23-3/16/23 LIBRARY UTILITIES 211-5500-43380	03/24/2023 pziemer	04/11/2023	1,157.50	0.00	Paid	Y 04/11/2023
	UTILITIES			1,157.50			
92166-0/MAR23/PARKS 76908	CENTERPOINT ENERGY 2/16/23-3/16/23 PARKS UTILITIES 230-5200-43380	03/24/2023 pziemer	04/11/2023	339.31	0.00	Paid	Y 04/11/2023
	UTILITIES			339.31			
	Total for vendor 0307 - CENTERPOINT ENERGY:			5,979.84	0.00		
Vendor 1343 - CHARTER COMMUNICATIONS:							
8065033023 76927	CHARTER COMMUNICATIONS 3/30/23-4/29/23 BUSINESS TV 225-2120-43380	03/30/2023 pziemer	04/11/2023	46.77	0.00	Paid	Y 04/11/2023
	UTILITIES			46.77			

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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
0280094041223							
77017	CHARTER COMMUNICATIONS	04/12/2023	04/21/2023	93.93	0.00	Paid	Y
	REDUNDANT INTERNET 4/12-5/11/23	pziemer					04/21/2023
	101-1800-43321	TELEPHONE		93.93			
	Total for vendor 1343 - CHARTER COMMUNICATIONS:			140.70	0.00		
Vendor 0125 - CONSOLIDATED TELEPHONE CO:							
21201763							
77008	CONSOLIDATED TELEPHONE CO	04/12/2023	04/21/2023	26.25	0.00	Paid	Y
	4/12-5/11 PARKS PHONE/INTERNET	pziemer					04/21/2023
	230-5200-43321	TELEPHONE		26.25			
21201615/IT							
77009	CONSOLIDATED TELEPHONE CO	04/12/2023	04/21/2023	721.25	0.00	Paid	Y
	INTERNET/PHONES IT 4/12-5/11/23	pziemer					04/21/2023
	101-1800-43321	TELEPHONE		721.25			
21201615/CH							
77010	CONSOLIDATED TELEPHONE CO	04/12/2023	04/21/2023	53.56	0.00	Paid	Y
	4/12-5/11 CITY HALL PHONE/INTERNET	pziemer					04/21/2023
	101-1940-43321	TELEPHONE		53.56			
21201615/PD							
77011	CONSOLIDATED TELEPHONE CO	04/12/2023	04/21/2023	113.78	0.00	Paid	Y
	4/12-5/11 POLICE PHONE/INTERNET	pziemer					04/21/2023
	225-2120-43321	TELEPHONE		95.03			
	225-2120-43309	COMPUTER TECHNICAL SUPPORT		18.75			
21201615/FD							
77012	CONSOLIDATED TELEPHONE CO	04/12/2023	04/21/2023	68.75	0.00	Paid	Y
	4/12-5/11 FIRE DEPT PHONE/INTERNET	pziemer					04/21/2023
	225-2220-43321	TELEPHONE		68.75			
21201615/STRTS							
77013	CONSOLIDATED TELEPHONE CO	04/12/2023	04/21/2023	19.75	0.00	Paid	Y
	4/12-5/11 STREETS PHONE/INTERNET	pziemer					04/21/2023
	235-3100-43321	TELEPHONE		19.75			
21201615/AIRPORT							
77014	CONSOLIDATED TELEPHONE CO	04/12/2023	04/21/2023	128.75	0.00	Paid	Y
	4/12-5/11 AIRPORT PHONE/INTERNET	pziemer					04/21/2023
	260-9020-43321	TELEPHONE		128.75			
21201615/PARKS							
77015	CONSOLIDATED TELEPHONE CO	04/12/2023	04/21/2023	49.28	0.00	Paid	Y
	4/12-5/11 PARKS PHONE/INTERNET	pziemer					04/21/2023
	230-5200-43321	TELEPHONE		49.28			
	Total for vendor 0125 - CONSOLIDATED TELEPHONE CO:			1,181.37	0.00		

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
Vendor 1859 - ENTERPRISE FM TRUST:							
FBN4711533/ENG							
77002	ENTERPRISE FM TRUST	04/05/2023	04/21/2023	1,068.82	0.00	Paid	Y
	APR 23 ENG VEHICLE LEASE	pziemer					04/21/2023
	101-1700-43331	LEASE PAYMENTS		1,068.82			
FBN4711533/CD							
77003	ENTERPRISE FM TRUST	04/05/2023	04/21/2023	357.61	0.00	Paid	Y
	APR 23 COM DEV VEHICLE LEASE	pziemer					04/21/2023
	101-2400-43331	LEASE EXPENSE		357.61			
FBN4711533/PD							
77004	ENTERPRISE FM TRUST	04/05/2023	04/21/2023	10,826.64	0.00	Paid	Y
	APR 23 VEHICLE LEASES	pziemer					04/21/2023
	225-2120-43331	LEASED PAYMENTS		10,826.64			
FBN4711533/FD							
77005	ENTERPRISE FM TRUST	04/05/2023	04/21/2023	1,463.98	0.00	Paid	Y
	APR 23 FIRE DEPT VEHICLE LEASES	pziemer					04/21/2023
	225-2220-43331	LEASED PAYMENTS		1,463.98			
FBN4711533/PARKS							
77006	ENTERPRISE FM TRUST	04/05/2023	04/21/2023	2,400.89	0.00	Paid	Y
	APR 23 PARKS VEHICLE LEASES	pziemer					04/21/2023
	230-5200-43331	LEASE PAYMENTS		2,400.89			
FBN4711533/STRTS							
77007	ENTERPRISE FM TRUST	04/05/2023	04/21/2023	3,226.60	0.00	Paid	Y
	APR 23 STREETS VEHICLE LEASES	pziemer					04/21/2023
	235-3100-43331	LEASE PAYMENTS		2,600.59			
	237-3190-43331	LEASE PAYMENTS		626.01			
	Total for vendor 1859 - ENTERPRISE FM TRUST:			19,344.54	0.00		
Vendor 0260 - MN BUREAU OF CRIM APPREHENSION:							
4/14/23							
77016	MN BUREAU OF CRIM APPREHENSION	04/14/2023	04/21/2023	30.00	0.00	Paid	Y
	QTY 2 BACKGROUND - CONCESSIONS	pziemer					04/21/2023
	230-5204-42210	OPERATING SUPPLIES		30.00			
	Total for vendor 0260 - MN BUREAU OF CRIM APPREHENSION:			30.00	0.00		
Vendor 0303 - RANGE PRINTING:							
2213689							
77018	RANGE PRINTING	04/01/2023	04/21/2023	1,450.00	0.00	Paid	Y
	ADVERTISEMENT IN LAKE COUNTY JOURNAL	pziemer					04/21/2023
	260-9020-43340	ADVERTISING/PROMOTION		1,450.00			
	Total for vendor 0303 - RANGE PRINTING:			1,450.00	0.00		

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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 2924 - VERIZON WIRELESS:							
9930827154							
76902	VERIZON WIRELESS	03/23/2023	04/11/2023	40.01	0.00	Paid	Y
	2/24/23-3/23/23 PARKS PHONES	pziemer					04/11/2023
	230-5200-43321 TELEPHONE			40.01			
	Total for vendor 2924 - VERIZON WIRELESS:			40.01	0.00		
# of Invoices:	26	# Due:	0	Totals:	29,976.46	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				29,976.46	0.00		

--- TOTALS BY GL DISTRIBUTION ---

101-1700-43331	LEASE PAYMENTS	1,068.82
101-1800-43321	TELEPHONE	815.18
101-1940-43321	TELEPHONE	53.56
101-1940-43380	UTILITIES	1,387.82
101-2400-43331	LEASE EXPENSE	357.61
211-5500-43380	UTILITIES	1,157.50
225-2120-43309	COMPUTER TECHNICAL SUPPORT	18.75
225-2120-43321	TELEPHONE	95.03
225-2120-43331	LEASED PAYMENTS	10,826.64
225-2120-43380	UTILITIES	428.50
225-2220-43321	TELEPHONE	68.75
225-2220-43331	LEASED PAYMENTS	1,463.98
225-2220-43380	UTILITIES	1,034.42
230-5200-43321	TELEPHONE	115.54
230-5200-43331	LEASE PAYMENTS	2,400.89
230-5200-43380	UTILITIES	339.31
230-5204-42210	OPERATING SUPPLIES	30.00
235-3100-43321	TELEPHONE	19.75
235-3100-43331	LEASE PAYMENTS	2,600.59
235-3100-43380	UTILITIES	1,679.06
237-3190-43331	LEASE PAYMENTS	626.01
260-9020-43321	TELEPHONE	128.75
260-9020-43340	ADVERTISING/PROMOTION	1,450.00
401-9030-45530-22:07	CAPITAL-PYMTS TO CONTRACTS	1,810.00

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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			3,682.99	0.00		
	211 - LIBRARY FUND			1,157.50	0.00		
	225 - PUBLIC SAFETY FUND			13,936.07	0.00		
	230 - PARK & RECREATION FUND			2,885.74	0.00		
	235 - STREET & SEWER FUND			4,299.40	0.00		
	237 - SANITARY SEWER FUND			626.01	0.00		
	260 - AIRPORT FUND			1,578.75	0.00		
	401 - CONSTRUCTION FUND			1,810.00	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	1700 - ENGINEERING			1,068.82	0.00		
	1800 - IT/GIS			815.18	0.00		
	1940 - CITY HALL			1,441.38	0.00		
	2120 - POLICE DEPARTMENT			11,368.92	0.00		
	2220 - FIRE DEPARTMENT			2,567.15	0.00		
	2400 - COMMUNITY DEVL/INSPECTION			357.61	0.00		
	3100 - S & S MAINTENANCE			4,299.40	0.00		
	3190 - SANITARY SEWER EXPENSE			626.01	0.00		
	5200 - PARK MAIN/ADMINISTRATION			2,855.74	0.00		
	5204 - CONCESSIONS			30.00	0.00		
	5500 - LIBRARY-BUDGETED			1,157.50	0.00		
	9020 - AIRPORT M & O			1,578.75	0.00		
	9030 - CONSTRUCTION PROJ-MISC			1,810.00	0.00		

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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 0011 - ACE HARDWARE:							
314513/1 77281	ACE HARDWARE WIRE LAMP 225-2220-42210	05/04/2023 pziemer	05/17/2023	10.72	10.72	Open	N 05/17/2023
	OPERATING SUPPLIES			10.72			
314466/1 77282	ACE HARDWARE TAPE/PLIERS/CHUCK 225-2220-42210	05/02/2023 pziemer	05/17/2023	26.07	26.07	Open	N 05/17/2023
	OPERATING SUPPLIES			26.07			
314396/1 77283	ACE HARDWARE SNAP BOLT 225-2220-42210	05/01/2023 pziemer	05/17/2023	4.49	4.49	Open	N 05/17/2023
	OPERATING SUPPLIES			4.49			
314400/1 77301	ACE HARDWARE PILOT DRILL BIT 235-3100-42220	05/01/2023 pziemer	05/17/2023	6.29	6.29	Open	N 05/17/2023
	REPAIR & MAINT			6.29			
314530/1 77330	ACE HARDWARE KEYS-KIWANIS PARK 230-5200-42220	05/04/2023 pziemer	05/17/2023	29.90	29.90	Open	N 05/17/2023
	REPAIR & MAINT			29.90			
314470/1 77332	ACE HARDWARE STAPLES/CAMPGROUND KEYS 230-5200-42220	05/03/2023 pziemer	05/17/2023	78.84	78.84	Open	N 05/17/2023
	REPAIR & MAINT			33.99			
	REPAIR & MAINT			44.85			
314393/1 77333	ACE HARDWARE BATTERY - SCOREBOARD CONTROLLER 230-5200-42220	05/01/2023 pziemer	05/17/2023	20.69	20.69	Open	N 05/17/2023
	REPAIR & MAINT			20.69			
314528/1 77343	ACE HARDWARE CAUTION TAPE 235-3100-42220	05/04/2023 pziemer	05/17/2023	13.49	13.49	Open	N 05/17/2023
	REPAIR & MAINT			13.49			
314532/1 77348	ACE HARDWARE KEY CUT 225-2120-42210	05/04/2023 pziemer	05/17/2023	2.99	2.99	Open	N 05/17/2023
	OPERATING SUPPLIES			2.99			
314636/1 77367	ACE HARDWARE RAKES/PICK UP TOOL 101-2400-42210	05/09/2023 pziemer	05/17/2023	59.36	59.36	Open	N 05/17/2023
	OPERATING SUPPLIES			59.36			

05/11/2023 01:50 PM

User: pziemer

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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314648/1 77374	ACE HARDWARE PICKUP TOOL 101-2400-42210	05/09/2023 pziemer	05/17/2023	16.19	16.19	Open	N 05/17/2023
	OPERATING SUPPLIES			16.19			
314602/1 77387	ACE HARDWARE CAUTION TAPE - GREGORY PARK 230-5200-42220	05/08/2023 pziemer	05/17/2023	13.49	13.49	Open	N 05/17/2023
	REPAIR & MAINT			13.49			
314616/1 77388	ACE HARDWARE MILLS FIELD - WIRE & BALL VALVE 230-5200-42220	05/08/2023 pziemer	05/17/2023	65.68	65.68	Open	N 05/17/2023
	REPAIR & MAINT			65.68			
314701/1 77390	ACE HARDWARE PICK HANDLE REPLACEMENT 237-3190-42220	05/10/2023 pziemer	05/17/2023	32.98	32.98	Open	N 05/17/2023
	REPAIR & MAINT			32.98			
314720/1 77404	ACE HARDWARE TRASH BAGS 225-2120-42220	05/11/2023 pziemer	05/17/2023	30.58	30.58	Open	N 05/17/2023
	REPAIR & MAINT			30.58			
	Total for vendor 0011 - ACE HARDWARE:			411.76	411.76		

Vendor 2902 - ADVANCE AUTO PARTS:

6574311883752 77255	ADVANCE AUTO PARTS TRUCK 160 BRAKE FLUID 235-3100-42220	04/28/2023 pziemer	05/17/2023	15.24	15.24	Open	N 05/17/2023
	REPAIR & MAINT			15.24			
6574312425129 77291	ADVANCE AUTO PARTS 3/8 TO 1/4 ADAPTOR 235-3100-42220	05/04/2023 pziemer	05/17/2023	5.51	5.51	Open	N 05/17/2023
	REPAIR & MAINT			5.51			
6574311783718 77292	ADVANCE AUTO PARTS TRUCK 160 BRAKE LINE ADAPTOR 235-3100-42220	04/27/2023 pziemer	05/17/2023	4.87	4.87	Open	N 05/17/2023
	REPAIR & MAINT			4.87			
	Total for vendor 2902 - ADVANCE AUTO PARTS:			25.62	25.62		

Vendor 2889 - ALL STATE COMMUNICATIONS:

331987 77336	ALL STATE COMMUNICATIONS ACCT 87636 - 2023 FIRE ALARM MONITORING 225-2120-43300	04/15/2023 pziemer	05/17/2023	300.00	300.00	Open	N 05/17/2023
	PROFESSIONAL SERVICES			300.00			

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	Total for vendor 2889 - ALL STATE COMMUNICATIONS:			300.00	300.00		
Vendor 2846 - AMERICAN WELDING-GAS INC:							
09292017 77259	AMERICAN WELDING-GAS INC WELDING CYLINDER RENTAL 235-3100-42220	04/30/2023 pziemer REPAIR & MAINT	05/17/2023	80.72 80.72	80.72	Open	N 05/17/2023
	Total for vendor 2846 - AMERICAN WELDING-GAS INC:			80.72	80.72		
Vendor 0039 - ARAMARK UNIFORM SERVICES:							
2530134278 77294	ARAMARK UNIFORM SERVICES RUGS AND OVERALLS 235-3100-43430	04/27/2023 pziemer MISCELLANEOUS	05/17/2023	55.31 55.31	55.31	Open	N 05/17/2023
2530136814 77342	ARAMARK UNIFORM SERVICES RUGS AND OVERALLS 235-3100-43430	05/04/2023 pziemer MISCELLANEOUS	05/17/2023	35.06 35.06	35.06	Open	N 05/17/2023
	Total for vendor 0039 - ARAMARK UNIFORM SERVICES:			90.37	90.37		
Vendor 3859 - ASL INTERPRETING SERVICES INC:							
23.06107 77256	ASL INTERPRETING SERVICES INC INTERPRETING SERVICES 225-2120-43300	05/01/2023 pziemer PROFESSIONAL SERVICES	05/17/2023	20.00 20.00	20.00	Open	N 05/17/2023
	Total for vendor 3859 - ASL INTERPRETING SERVICES INC:			20.00	20.00		
Vendor 0745 - BATTERIES PLUS:							
P62058626 77284	BATTERIES PLUS BATTERIES 225-2220-42210	05/03/2023 pziemer OPERATING SUPPLIES	05/17/2023	3.70 3.70	3.70	Open	N 05/17/2023
	Total for vendor 0745 - BATTERIES PLUS:			3.70	3.70		
Vendor 4076 - BOSER, BRITTNEY:							
4/27/23 77371	BOSER, BRITTNEY REIMB MILEAGE - LMC SAFETY/LOSS CONT 101-1400-43330	04/28/2023 pziemer PROFESSIONAL DEVELOPMENT	05/17/2023	44.93 44.93	44.93	Open	N 05/17/2023
	Total for vendor 4076 - BOSER, BRITTNEY:			44.93	44.93		
Vendor 0296 - BRAINERD PUBLIC UTILITIES:							

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5/10/23 77386	BRAINERD PUBLIC UTILITIES REMIT LOST THRU 5/9/23 251-9360-43467	05/10/2023 pziemer	05/17/2023	112,799.15	112,799.15	Open	N 05/17/2023
	REMIT LOCAL SALES TAX COLLECT			112,799.15			
	Total for vendor 0296 - BRAINERD PUBLIC UTILITIES:			112,799.15	112,799.15		
Vendor 0102 - CANON FINANCIAL SERVICE:							
30400132 77295	CANON FINANCIAL SERVICE 5/1/23-5/31/23 LIB COPIER CHARGE 211-5505-43430	04/23/2023 pziemer	05/17/2023	77.97	77.97	Open	N 05/17/2023
	MISC - COPY MACHINE PYMTS			77.97			
	Total for vendor 0102 - CANON FINANCIAL SERVICE:			77.97	77.97		
Vendor 0447 - CDW GOVERNMENT, INC:							
JF62052 77362	CDW GOVERNMENT, INC CISCO MERAKI LICENSING 101-1800-43309	04/25/2023 pziemer	05/17/2023	4,351.30	4,351.30	Open	N 05/17/2023
	COMPUTER SUPPORT			4,351.30			
	Total for vendor 0447 - CDW GOVERNMENT, INC:			4,351.30	4,351.30		
Vendor 1333 - CHAMBERLAIN OIL COMPANY:							
433890-00 77279	CHAMBERLAIN OIL COMPANY AUTOMATIC TRANSMISSION FLUID 235-3100-42220	05/03/2023 pziemer	05/17/2023	680.69	680.69	Open	N 05/17/2023
	REPAIR & MAINT			680.69			
434430-00 77280	CHAMBERLAIN OIL COMPANY VACTOR FAN GEAR 237-3190-42220	05/03/2023 pziemer	05/17/2023	400.26	400.26	Open	N 05/17/2023
	REPAIR & MAINT			400.26			
	Total for vendor 1333 - CHAMBERLAIN OIL COMPANY:			1,080.95	1,080.95		
Vendor 0122 - COMMUNITY ACTION:							
MAY 2023 77358	COMMUNITY ACTION MAY 23 LEVY PAYMENT 101-9200-43460	05/08/2023 pziemer	05/17/2023	7,819.75	7,819.75	Open	N 05/17/2023
	REMIT COMMUNITY ACTION LEVY			7,819.75			
	Total for vendor 0122 - COMMUNITY ACTION:			7,819.75	7,819.75		
Vendor 0132 - CWC HIGHWAY DEPT:							
6014 77278	CWC HIGHWAY DEPT APRIL 2023 TRANSIT FUEL	05/01/2023 pziemer	05/17/2023	4,885.05	4,885.05	Open	N 05/17/2023

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	GL Distribution						
	203-9000-42212	MOTOR FUELS		4,440.95			
	203-9000-42212	MOTOR FUELS		444.10			
	Total for vendor 0132 - CWC HIGHWAY DEPT:			4,885.05	4,885.05		
Vendor 0135 - CWC TREASURER:							
6002/LIB 77289	CWC TREASURER	05/01/2023	05/17/2023	675.00	675.00	Open	N
	APR 23 SHARED SERVICES - LIBRARY	pziemer					05/17/2023
	211-5500-43300	PROFESSIONAL SERVICES		675.00			
6002/CH 77290	CWC TREASURER	05/01/2023	05/17/2023	7,975.00	7,975.00	Open	N
	APR 23 SHARED SERVICES - CITY HALL	pziemer					05/17/2023
	101-9200-43300	PROFESSIONAL SERVICES		7,975.00			
	Total for vendor 0135 - CWC TREASURER:			8,650.00	8,650.00		
Vendor 3438 - DAHLHEIMER BEVERAGE:							
1892459 77300	DAHLHEIMER BEVERAGE	04/28/2023	05/17/2023	155.90	155.90	Open	N
	JANITORIAL SUPPLIES	pziemer					05/17/2023
	211-5500-42220	REPAIR & MAINT		155.90			
1895027 77335	DAHLHEIMER BEVERAGE	04/28/2023	05/17/2023	123.80	123.80	Open	N
	GARBAGE BAGS/TP	pziemer					05/17/2023
	230-5200-42220	REPAIR & MAINT		123.80			
	Total for vendor 3438 - DAHLHEIMER BEVERAGE:			279.70	279.70		
Vendor 1381 - DECHANTAL EXCAVATING LLC:							
4638 77297	DECHANTAL EXCAVATING LLC	04/29/2023	05/17/2023	2,441.40	2,441.40	Open	N
	13TH ST SE SEWER LINE REPAIR	pziemer					05/17/2023
	237-3190-42220	REPAIR & MAINT		2,441.40			
4639 77298	DECHANTAL EXCAVATING LLC	04/30/2023	05/17/2023	2,643.90	2,643.90	Open	N
	14TH ST SE SEWER LINE REPAIR	pziemer					05/17/2023
	237-3190-42220	REPAIR & MAINT		2,643.90			
	Total for vendor 1381 - DECHANTAL EXCAVATING LLC:			5,085.30	5,085.30		
Vendor 2898 - DIGITAL HORIZONS:							
2792 77308	DIGITAL HORIZONS	04/28/2023	05/17/2023	1,014.88	1,014.88	Open	N
	REPAIR COUNCIL CHAMBERS RECORDER	pziemer					05/17/2023
	101-1800-42220	REPAIR & MAINT		1,014.88			

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Total for vendor 2898 - DIGITAL HORIZONS:				1,014.88	1,014.88		
Vendor 1286 - EAST SIDE OIL COMPANY:							
R104740 77293	EAST SIDE OIL COMPANY OIL FILTERS 227-3230-43428	04/27/2023 pziemer	05/17/2023	125.00	125.00	Open	N 05/17/2023
	USED OIL RECYCLING EXPENSE			125.00			
Total for vendor 1286 - EAST SIDE OIL COMPANY:				125.00	125.00		
Vendor 1856 - EMERGENCY AUTOMOTIVE TECHNOLOGIES, :							
DL02152324A 77285	EMERGENCY AUTOMOTIVE TECHNOLOGIES, E23 DOCKING STATION 404-9055-45500	04/26/2023 pziemer	05/17/2023	364.22	364.22	Open	N 05/17/2023
	BUILDING CAPITAL			364.22			
Total for vendor 1856 - EMERGENCY AUTOMOTIVE TECHNOLOGIES, :				364.22	364.22		
Vendor 1859 - ENTERPRISE FM TRUST:							
FBN4732869/ENG 77398	ENTERPRISE FM TRUST MAY 23 ENG VEHICLE LEASES 101-1700-43331	05/03/2023 pziemer	05/17/2023	937.78	937.78	Open	N 05/17/2023
	LEASE PAYMENTS			937.78			
FBN4732869/CD 77399	ENTERPRISE FM TRUST MAY 23 COM DEV VEHICLE LEASES 101-2400-43331	05/03/2023 pziemer	05/17/2023	357.61	357.61	Open	N 05/17/2023
	LEASE EXPENSE			357.61			
FBN4732869/PD 77400	ENTERPRISE FM TRUST MAY 23 POLICE DEPT VEHICLE LEASES 225-2120-43331	05/03/2023 pziemer	05/17/2023	16,655.46	16,655.46	Open	N 05/17/2023
	LEASED PAYMENTS			16,655.46			
FBN4732869/FD 77401	ENTERPRISE FM TRUST MAY 23 FIRE DEPT VEHICLE LEASES 225-2220-43331	05/03/2023 pziemer	05/17/2023	1,352.91	1,352.91	Open	N 05/17/2023
	LEASED PAYMENTS			1,352.91			
FBN4732869/PARKS 77402	ENTERPRISE FM TRUST MAY 23 PARKS VEHICLE LEASES 230-5200-43331	05/03/2023 pziemer	05/17/2023	2,298.36	2,298.36	Open	N 05/17/2023
	LEASE PAYMENTS			2,298.36			
FBN4732869/STRTS 77403	ENTERPRISE FM TRUST MAY 23 STREET DEPT VEHICLES 235-3100-43331	05/03/2023 pziemer	05/17/2023	3,226.60	3,226.60	Open	N 05/17/2023
	LEASE PAYMENTS			2,600.59			
	LEASE PAYMENTS			626.01			

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Total for vendor 1859 - ENTERPRISE FM TRUST:				24,828.72	24,828.72		
Vendor 1815 - F.I.R.E. CROSSLAKE:							
6212 77372	F.I.R.E. CROSSLAKE LIVE FIRE, VEHC FIRE, FORCB ENTRY, Fipziemer 225-2120-43330 PROFESSIONAL DEVELOPMENT	05/08/2023	05/17/2023	3,400.00	3,400.00	Open	N 05/17/2023
Total for vendor 1815 - F.I.R.E. CROSSLAKE:				3,400.00	3,400.00		
Vendor 0170 - FASTENAL COMPANY:							
MNBAX261064 77296	FASTENAL COMPANY BOLT RESUPPLY 235-3100-42220 REPAIR & MAINT	04/26/2023 pziemer	05/17/2023	4.99	4.99	Open	N 05/17/2023
Total for vendor 0170 - FASTENAL COMPANY:				4.99	4.99		
Vendor 4154 - FLAHERTY & HOOD, P.A.:							
19344 77345	FLAHERTY & HOOD, P.A. JOB CLASSIFICATION & COMPENSATION STpziemer 101-9200-43300 PROFESSIONAL SERVICES	05/08/2023	05/17/2023	5,928.75	5,928.75	Open	N 05/17/2023
Total for vendor 4154 - FLAHERTY & HOOD, P.A.:				5,928.75	5,928.75		
Vendor 0071 - FORUM COMMUNICATIONS COMPANY:							
215441-1 77364	FORUM COMMUNICATIONS COMPANY NOH: ANNUAL STORMWATER MTG 2023 pziemer 238-3160-43350 PRINTING/LEGAL PUBLICATIONS	04/18/2023	05/17/2023	20.03	20.03	Open	N 05/17/2023
215421-1 77365	FORUM COMMUNICATIONS COMPANY RFB: HARRISON SRTS pziemer 401-9030-43350-22:06 LEGAL PUBLICATIONS	04/18/2023	05/17/2023	273.38	273.38	Open	N 05/17/2023
207301-1 77366	FORUM COMMUNICATIONS COMPANY RFB: CHIP SEAL 2023 pziemer 401-9030-43350-23:01 LEGAL PUBLICATIONS	04/01/2023	05/17/2023	190.89	190.89	Open	N 05/17/2023
206069-1 77368	FORUM COMMUNICATIONS COMPANY NOTICE: TRANSIT FARE INCREASE pziemer 203-9000-43350 PRINTING/LEGAL PUBLICATION	04/01/2023	05/17/2023	141.37	141.37	Open	N 05/17/2023

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213375-1 77369	FORUM COMMUNICATIONS COMPANY NOH: TAC MTG 4-20-23 203-9000-43350	04/12/2023 pziemer	05/17/2023	17.67 17.67	17.67	Open	N 05/17/2023
	PRINTING/LEGAL PUBLICATION			17.67			
MP3161230423 77370	FORUM COMMUNICATIONS COMPANY MAINT/MECHANIC JOB POSTING 235-3100-43350	04/30/2023 pziemer	05/17/2023	275.00 275.00	275.00	Open	N 05/17/2023
	PRINTING/LEGAL PUBLICATION			275.00			
	Total for vendor 0071 - FORUM COMMUNICATIONS COMPANY:			918.34	918.34		
Vendor 2993 - FRANKLIN OUTDOOR ADVERTISING:							
30245 77286	FRANKLIN OUTDOOR ADVERTISING DIGITAL BILLBOARD ADVERTISING 404-9055-43430	05/04/2023 pziemer	05/17/2023	650.00 650.00	650.00	Open	N 05/17/2023
	MISCELLANEOUS			650.00			
	Total for vendor 2993 - FRANKLIN OUTDOOR ADVERTISING:			650.00	650.00		
Vendor 1913 - GRAND FORKS FIRE EQUIPMENT LLC:							
37748 77287	GRAND FORKS FIRE EQUIPMENT LLC GLOBAL SUPREME BOOTS 225-2220-42250	05/02/2023 pziemer	05/17/2023	586.79 586.79	586.79	Open	N 05/17/2023
	PERSONAL PROTECTIVE GEAR			586.79			
37645 77334	GRAND FORKS FIRE EQUIPMENT LLC LOCKERS - NEW PARKS SHOP 230-5200-42220	04/24/2023 pziemer	05/17/2023	1,475.00 1,475.00	1,475.00	Open	N 05/17/2023
	REPAIR & MAINT			1,475.00			
	Total for vendor 1913 - GRAND FORKS FIRE EQUIPMENT LLC:			2,061.79	2,061.79		
Vendor 0200 - HEARTLAND ANIMAL RESCUE:							
APR 2023 77389	HEARTLAND ANIMAL RESCUE APR 23 BOARDING SERVICES 225-2700-43430	05/01/2023 pziemer	05/17/2023	2,420.33 501.00	2,420.33	Open	N 05/17/2023
	MISCELLANEOUS			501.00			
	PROFESSIONAL SERVICES			1,919.33			
	Total for vendor 0200 - HEARTLAND ANIMAL RESCUE:			2,420.33	2,420.33		
Vendor 0209 - HEARTLAND TIRE INC.:							
3039796 77268	HEARTLAND TIRE INC. SQD 401 TIRES 225-2120-42221	05/03/2023 pziemer	05/17/2023	536.62 536.62	536.62	Open	N 05/17/2023
	SQUAD CAR REPAIR SUPPLIES			536.62			
	Total for vendor 0209 - HEARTLAND TIRE INC.:			536.62	536.62		

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Vendor 0201 - HEARTLAND TIRE SERVICE INC:							
15022422 77306	HEARTLAND TIRE SERVICE INC TRUCK 108 TIRE REPLACEMENT 235-3100-42220	04/12/2023 pziemer	05/17/2023	1,711.12	1,711.12	Open	N 05/17/2023
	REPAIR & MAINT			1,711.12			
15022464 77307	HEARTLAND TIRE SERVICE INC TRUCK 109 TIRE REPLACEMENT 235-3125-42220	04/14/2023 pziemer	05/17/2023	820.22	820.22	Open	N 05/17/2023
	REPAIR & MAINT			820.22			
	Total for vendor 0201 - HEARTLAND TIRE SERVICE INC:			2,531.34	2,531.34		
Vendor 0203 - HOLDEN ELECTRIC:							
71287 77299	HOLDEN ELECTRIC ELECTRICAL REPAIRS - SOUTH SIDE WALL 235-3100-42220	05/01/2023 pziemer	05/17/2023	116.75	116.75	Open	N 05/17/2023
	REPAIR & MAINT			116.75			
71319 77331	HOLDEN ELECTRIC WELDER RECEPTACLE - PARKS SHOP 230-5200-42220	05/04/2023 pziemer	05/17/2023	228.30	228.30	Open	N 05/17/2023
	REPAIR & MAINT			228.30			
71369 77344	HOLDEN ELECTRIC MMP LIGHT REPAIRS 400-9050-45530	05/08/2023 pziemer	05/17/2023	464.20	464.20	Open	N 05/17/2023
	CAPITAL - OTHER			464.20			
	Total for vendor 0203 - HOLDEN ELECTRIC:			809.25	809.25		
Vendor 3636 - HRGREEN:							
162697 77385	HRGREEN IMP 21-11 MS4 PERMIT UPDATE 401-9030-43300-21:11	05/08/2023 pziemer	05/17/2023	95.50	95.50	Open	N 05/17/2023
	PROFESSIONAL SERVICES			95.50			
	Total for vendor 3636 - HRGREEN:			95.50	95.50		
Vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:							
IN4181033 77257	INNOVATIVE OFFICE SOLUTIONS LLC HIGHLIGHTERS, FOLDERS, INK CARTRIDGES 225-2120-42200	04/29/2023 pziemer	05/17/2023	37.43	37.43	Open	N 05/17/2023
	OFFICE SUPPLIES			37.43			
IN4190919 77373	INNOVATIVE OFFICE SOLUTIONS LLC TONER - FD 225-2220-42200	05/09/2023 pziemer	05/17/2023	348.56	348.56	Open	N 05/17/2023
	OFFICE SUPPLIES			348.56			

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	Total for vendor 3202 - INNOVATIVE OFFICE SOLUTIONS LLC:			385.99	385.99		
Vendor 1289 - INT'L CODE COUNCIL:							
Q15.000006893							
77310	INT'L CODE COUNCIL	04/24/2023	05/17/2023	145.00	145.00	Open	N
	DESETH 2023 MEMBERSHIP	pziemer					05/17/2023
	101-2400-43433	DUES & SUBSCRIPTIONS		145.00			
	Total for vendor 1289 - INT'L CODE COUNCIL:			145.00	145.00		
Vendor 0082 - KELLY'S SERVICE:							
186							
77392	KELLY'S SERVICE	05/10/2023	05/17/2023	214.95	214.95	Open	N
	SQD 444 - BATTERY	pziemer					05/17/2023
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		214.95			
	Total for vendor 0082 - KELLY'S SERVICE:			214.95	214.95		
Vendor 0313 - LAKES AREA SENIOR CENTER:							
MAY 2023							
77360	LAKES AREA SENIOR CENTER	05/08/2023	05/17/2023	7,819.75	7,819.75	Open	N
	MAY 23 LEVY PAYMENT	pziemer					05/17/2023
	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:							
40001339/2ND 2023							
77341	LEAGUE MN CITIES INS TRUS	05/04/2023	05/17/2023	57,125.29	57,125.29	Open	N
	PROP/LIAB INS. 2ND INSTALL 2023	pziemer					05/17/2023
	101-1400-43361	INS - GENERAL LIABILITY		628.40			
	101-1700-43361	INS - GENERAL LIABILITY		292.98			
	101-1700-43363	INS - AUTO		171.25			
	101-1800-43361	INS - GENERAL LIABILITY		224.86			
	101-1940-43361	INS - GENERAL LIABILITY		19.75			
	101-2400-43361	INS - GENERAL LIABILITY		453.78			
	101-2400-43363	INS - AUTO		219.25			
	101-9200-43361	INS - GENERAL LIABILITY		3,959.50			
	101-9200-43362	INS - PROPERTY		6,229.50			
	101-9200-43363	INS - AUTO		69.75			
	101-9200-43365	INS - OTHER		353.81			
	203-9000-43361	INS - GENERAL LIABILITY		408.44			
	203-9000-43363	INS - AUTO		2.25			
	203-9000-43365	INS - OTHER		4.66			
	225-2120-43361	INS - GENERAL LIABILITY		14,997.41			
	225-2120-43362	INS - PROPERTY		1,190.00			
	225-2120-43363	INS - AUTO		6,611.00			

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	GL Distribution						
	225-2120-43365	INS - OTHER		453.21			
	225-2220-43361	INS - GENERAL LIABILITY		444.77			
	225-2220-43362	INS - PROPERTY		1,243.50			
	225-2220-43363	INS - AUTO		1,639.50			
	225-2220-43365	INS - OTHER		346.33			
	235-3100-43361	INS - GENERAL LIABILITY		2,254.76			
	235-3100-43362	INS - PROPERTY		846.25			
	235-3100-43363	INS - AUTO		1,095.50			
	235-3100-43365	INS - OTHER		923.50			
	230-5200-43361	INS - GENERAL LIABILITY		678.47			
	230-5200-43362	INS - PROPERTY		5,470.25			
	230-5200-43363	INS - AUTO		606.25			
	230-5200-43365	INS - OTHER		249.51			
	211-5500-43361	INS - GENERAL LIABILITY		35.78			
	211-5500-43362	INS - PROPERTY		2,498.75			
	211-5500-43365	INS - OTHER		146.42			
	237-3190-43361	INS - GENERAL LIABILITY		644.25			
	237-3190-43362	INS - PROPERTY		241.75			
	237-3190-43363	INS - AUTO		313.00			
	237-3190-43365	INS - OTHER		263.75			
	238-3160-43361	INS - GENERAL LIABILITY		322.25			
	238-3160-43362	INS - PROPERTY		121.00			
	238-3160-43363	INS - AUTO		156.50			
	238-3160-43365	INS - OTHER		132.00			
	295-6510-43361	INS - GENERAL LIABILITY		36.45			
	260-9020-43361	INS - GENERAL LIABILITY		125.00			
	Total for vendor 0232 - LEAGUE MN CITIES INS TRUS:			57,125.29	57,125.29		

Vendor 1753 - MARCO:

INV11136672

77096

MARCO

04/24/2023

05/17/2023

345.00

345.00

Open

N

INTERFACE MODULE FOR ALGO DOOR

pziemer

05/17/2023

Total for vendor 1753 - MARCO:

345.00

345.00

Vendor 0243 - MARCO FINANCING:

501086284

77395

MARCO FINANCING

05/11/2023

05/17/2023

1,224.81

1,224.81

Open

N

COPIER LEASE CH 2ND FLOOR 6/1/23-9/1/pziemer

05/17/2023

101-1800-43331

LEASE PAYMENTS

1,224.81

Total for vendor 0243 - MARCO FINANCING:

1,224.81

1,224.81

Vendor 1384 - MARTIN-MCALLISTER:

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
15292 77350	MARTIN-MCALLISTER FITNESS FOR DUTY 225-2120-43300	04/30/2023 pziemer	05/17/2023	2,800.00	2,800.00	Open	N 05/17/2023
	PROFESSIONAL SERVICES			2,800.00			
	Total for vendor 1384 - MARTIN-MCALLISTER:			2,800.00	2,800.00		
Vendor 1365 - MCCULLOUGH, JULIE:							
5/3/23 77351	MCCULLOUGH, JULIE NIBRIS TRAINING REIMB EXP - J. MCCULI 225-2120-43330	05/03/2023 pziemer	05/17/2023	235.16	235.16	Open	N 05/17/2023
	PROFESSIONAL DEVELOPMENT			235.16			
	Total for vendor 1365 - MCCULLOUGH, JULIE:			235.16	235.16		
Vendor 0889 - MENARDS - BAXTER:							
95477 77337	MENARDS - BAXTER LIGHTS AND SWING SET PARTS 230-5200-42220	04/18/2023 pziemer	05/17/2023	157.95	157.95	Open	N 05/17/2023
	REPAIR & MAINT			157.95			
	Total for vendor 0889 - MENARDS - BAXTER:			157.95	157.95		
Vendor 0254 - MILLS MOTORS INC:							
581461 77376	MILLS MOTORS INC E21 REPAIRS 225-2220-42220	05/09/2023 pziemer	05/17/2023	193.80	193.80	Open	N 05/17/2023
	REPAIR & MAINT			193.80			
	Total for vendor 0254 - MILLS MOTORS INC:			193.80	193.80		
Vendor 0445 - MN FIRE SERVICE CERTIFICATION BOARD:							
11132 77288	MN FIRE SERVICE CERTIFICATION BOARD FAO CERTIFICATION X2 225-2220-43330	04/26/2023 pziemer	05/17/2023	304.50	304.50	Open	N 05/17/2023
	PROFESSIONAL DEVELOPMENT			304.50			
	Total for vendor 0445 - MN FIRE SERVICE CERTIFICATION BOARD:			304.50	304.50		
Vendor 3524 - MN STATE FIRE CHIEFS ASSOCIATION:							
5820 77328	MN STATE FIRE CHIEFS ASSOCIATION KITCHEN FIRE SAFETY LIVE DEMO TRAILER 225-2220-43430	05/05/2023 pziemer	05/17/2023	100.00	100.00	Open	N 05/17/2023
	MISCELLANEOUS			100.00			
	Total for vendor 3524 - MN STATE FIRE CHIEFS ASSOCIATION:			100.00	100.00		
Vendor 3168 - MOTORS-N-MORE:							

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29831 77352	MOTORS-N-MORE SQD 436 - OIL CHANGE 225-2120-42221	05/08/2023 pziemer	05/17/2023	23.00	23.00	Open	N 05/17/2023
	SQUAD CAR REPAIR SUPPLIES			23.00			
	Total for vendor 3168 - MOTORS-N-MORE:			23.00	23.00		

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

219534 77304	M-R SIGN CO., INC. GREEN U CHANEL POST 237-3190-42220	04/27/2023 pziemer	05/17/2023	649.23	649.23	Open	N 05/17/2023
	REPAIR & MAINT			649.23			
	Total for vendor 1449 - M-R SIGN CO., INC.:			649.23	649.23		

Vendor 0273 - NAPA AUTO PARTS:

599630 77254	NAPA AUTO PARTS HYDRAULIC HOSE FITTING 235-3100-42220	04/28/2023 pziemer	05/17/2023	287.28	287.28	Open	N 05/17/2023
	REPAIR & MAINT			287.28			
603221 77396	NAPA AUTO PARTS IMPACT WRENCH 235-3100-42220	05/10/2023 pziemer	05/17/2023	489.99	489.99	Open	N 05/17/2023
	REPAIR & MAINT			489.99			
	Total for vendor 0273 - NAPA AUTO PARTS:			777.27	777.27		

Vendor 2839 - NATIONWIDE:

878307289/2023 77339	NATIONWIDE 2023 RENEWAL RESTORATION BOND 235-3100-43430	04/12/2023 pziemer	05/17/2023	200.00	200.00	Open	N 05/17/2023
	MISCELLANEOUS			200.00			
	Total for vendor 2839 - NATIONWIDE:			200.00	200.00		

Vendor 3725 - NORTH RISK PARTNERS:

5908550 77363	NORTH RISK PARTNERS 2023 2ND HALF INSTALLMENT 101-9200-43300	05/01/2023 pziemer	05/17/2023	12,500.00	12,500.00	Open	N 05/17/2023
	PROFESSIONAL SERVICES			5,250.00			
	101-0000-14100			5,250.00			
	101-0000-14100			1,750.00			
	260-9020-43300			250.00			
	Total for vendor 3725 - NORTH RISK PARTNERS:			12,500.00	12,500.00		

Vendor 1153 - NORTHLAND ARBORETUM:

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MAY 2023							
77359	NORTHLAND ARBORETUM MAY 23 LEVY PAYMENT 101-9200-43462	05/08/2023 pziemer	05/17/2023	7,819.75	7,819.75	Open	N 05/17/2023
	REMIT ARBORETUM LEVY			7,819.75			
	Total for vendor 1153 - NORTHLAND ARBORETUM:			7,819.75	7,819.75		
Vendor 0736 - NORTHLAND FIRE PROTECTION:							
53638 77391	NORTHLAND FIRE PROTECTION RECHARGE EXTINGUISHERS 235-3100-42220	04/28/2023 pziemer	05/17/2023	819.55	819.55	Open	N 05/17/2023
	REPAIR & MAINT			819.55			
	Total for vendor 0736 - NORTHLAND FIRE PROTECTION:			819.55	819.55		
Vendor 0284 - OFFICE SHOP:							
326504-0 77303	OFFICE SHOP LIBRARY COPIER CONTRACT 211-5505-43430	04/26/2023 pziemer	05/17/2023	106.66	106.66	Open	N 05/17/2023
	MISC - COPY MACHINE PYMTS			106.66			
1126985-0 77329	OFFICE SHOP COPY PAPER CITY HALL 101-1940-42200	05/04/2023 pziemer	05/17/2023	164.70	164.70	Open	N 05/17/2023
	OFFICE SUPPLIES			164.70			
	Total for vendor 0284 - OFFICE SHOP:			271.36	271.36		
Vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:							
1647-191781 77393	O'REILLY AUTOMOTIVE STORES INC. SQD 444 - TRIPLE 12V & USB ADAPTOR 225-2120-42221	05/04/2023 pziemer	05/17/2023	19.99	19.99	Open	N 05/17/2023
	SQUAD CAR REPAIR SUPPLIES			19.99			
1647-193142 77394	O'REILLY AUTOMOTIVE STORES INC. SQD 444 - HEADLIGHT BULB 225-2120-42221	05/10/2023 pziemer	05/17/2023	18.99	18.99	Open	N 05/17/2023
	SQUAD CAR REPAIR SUPPLIES			18.99			
	Total for vendor 2137 - O'REILLY AUTOMOTIVE STORES INC.:			38.98	38.98		
Vendor 0360 - PREFERRED PUMP:							
55040057-00 77309	PREFERRED PUMP 8X6 STRAIGHT TEE AND COUPLERS 237-3190-42220	04/24/2023 pziemer	05/17/2023	360.79	360.79	Open	N 05/17/2023
	REPAIR & MAINT			360.79			
	Total for vendor 0360 - PREFERRED PUMP:			360.79	360.79		

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Vendor 3413 - RATWIK, ROSZAK AND MALONEY:							
MAR 2023							
77357	RATWIK, ROSZAK AND MALONEY	04/01/2023	05/17/2023	6,875.48	6,875.48	Open	N 05/17/2023
	MAR 23 RETAINER/SPECIAL SERVICES	pziemer					
	101-1610-43301	CITY ATTORNEY		4,775.61			
	101-1610-43301	CITY ATTORNEY		645.90			
	101-0000-14100	DUE FROM COMPONENT UNIT		1,231.97			
	401-1619-43300	PROFESSIONAL SERVICES		222.00			
	Total for vendor 3413 - RATWIK, ROSZAK AND MALONEY:			6,875.48	6,875.48		
Vendor 3941 - ROBERTSON, ANSCHUTZ, SCHNEID & CRAN:							
8400							
77269	ROBERTSON, ANSCHUTZ, SCHNEID & CRAN	05/03/2023	05/17/2023	7.75	7.75	Open	N 05/17/2023
	#RAS_SUB_11070 (23004928 - ADMIN SUP	pziemer					
	225-2120-42210	OPERATING SUPPLIES		7.75			
	Total for vendor 3941 - ROBERTSON, ANSCHUTZ, SCHNEID & CRAN:			7.75	7.75		
Vendor 4208 - RUSHMEYER, TROY:							
5/8/23							
77347	RUSHMEYER, TROY	05/08/2023	05/17/2023	310.00	310.00	Open	N 05/17/2023
	WELDING REPAIRS - PICKLEBALL COURTS	pziemer					
	230-5200-42220	REPAIR & MAINT		310.00			
	Total for vendor 4208 - RUSHMEYER, TROY:			310.00	310.00		
Vendor 3768 - SADUSKY RENOVATIONS:							
59							
77305	SADUSKY RENOVATIONS	05/01/2023	05/17/2023	7,039.56	7,039.56	Open	N 05/17/2023
	APRIL 2023 INSPECTION SERVICES	pziemer					
	101-2400-43300	PROFESSIONAL SERVICES		7,039.56			
	Total for vendor 3768 - SADUSKY RENOVATIONS:			7,039.56	7,039.56		
Vendor 4185 - SRF CONSULTING GROUP:							
16359.00-4							
77384	SRF CONSULTING GROUP	05/01/2023	05/17/2023	14,482.13	14,482.13	Open	N 05/17/2023
	TH 210/LUM PARK PEDESTRIAN BRIDGE ST	pziemer					
	229-9030-43300-23:06	PROFESSIONAL SERVICES		14,482.13			
	Total for vendor 4185 - SRF CONSULTING GROUP:			14,482.13	14,482.13		
Vendor 2589 - STAPLES ADVANTAGE:							
3536189763							
77258	STAPLES ADVANTAGE	04/22/2023	05/17/2023	35.37	35.37	Open	N 05/17/2023
	CHAIR MAT	pziemer					

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	225-2120-42200	OFFICE SUPPLIES		35.37			
	Total for vendor 2589 - STAPLES ADVANTAGE:			35.37	35.37		
Vendor 0322 - STREICHERS PROF EQUIP:							
I1631146 77353	STREICHERS PROF EQUIP 773LB - CSO UNIFORM NAMEPLATE	04/28/2023 pziemer	05/17/2023	31.97	31.97	Open	N 05/17/2023
	225-2121-41113	UNIFORM ALLOWANCE		31.97			
I1631794 77354	STREICHERS PROF EQUIP 715 - UNIFORM FLASHLIGHT HOLDER	05/03/2023 pziemer	05/17/2023	29.98	29.98	Open	N 05/17/2023
	225-2120-41113	UNIFORM ALLOWANCE		29.98			
I1631992 77375	STREICHERS PROF EQUIP 702TR-UNIFORM PANTS	05/05/2023 pziemer	05/17/2023	179.98	179.98	Open	N 05/17/2023
	225-2120-41113	UNIFORM ALLOWANCE		179.98			
I1632492 77405	STREICHERS PROF EQUIP 701JD UNIFORM PANTS	05/08/2023 pziemer	05/17/2023	194.97	194.97	Open	N 05/17/2023
	225-2120-41113	UNIFORM ALLOWANCE		194.97			
	Total for vendor 0322 - STREICHERS PROF EQUIP:			436.90	436.90		
Vendor MISC - TANICIA BROBERG:							
5/5/23 77361	TANICIA BROBERG REFUND - OVERPAY ADULT SOFTBALL	05/05/2023 pziemer	05/17/2023	90.00	90.00	Open	N 05/17/2023
	230-5215-34715	ADULT SOFTBALL USER FEES		90.00			
	Total for vendor MISC - TANICIA BROBERG:			90.00	90.00		
Vendor 0344 - WASTE PARTNERS INC:							
34X01535 77271	WASTE PARTNERS INC APR 23 CITY HALL WASTE REMOVAL	04/30/2023 pziemer	05/17/2023	144.35	144.35	Open	N 05/17/2023
	101-1940-43380	UTILITIES		144.35			
34X01536 77272	WASTE PARTNERS INC APR 23 DOWNTOWN WASTE REMOVAL	04/30/2023 pziemer	05/17/2023	208.34	208.34	Open	N 05/17/2023
	401-1003-43300	PROFESSIONAL SERVICES		208.34			
34X01534 77273	WASTE PARTNERS INC APR 23 FIRE DEPT WASTE REMOVAL	04/30/2023 pziemer	05/17/2023	111.15	111.15	Open	N 05/17/2023
	225-2220-43380	UTILITIES		111.15			

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34X01538 77274	WASTE PARTNERS INC APR 23 WASTE OIL REMOVAL 227-3230-43428	04/30/2023 pziemer	05/17/2023	64.35	64.35	Open	N 05/17/2023
	USED OIL RECYCLING EXPENSE			64.35			
34X01537 77275	WASTE PARTNERS INC APR 23 POLICE DEPT WASTE REMOVAL 225-2120-43380	04/30/2023 pziemer	05/17/2023	136.15	136.15	Open	N 05/17/2023
	UTILITIES			136.15			
34X01532 77276	WASTE PARTNERS INC APR 23 PARKS WASTE REMOVAL 230-5200-43380	04/30/2023 pziemer	05/17/2023	456.30	456.30	Open	N 05/17/2023
	UTILITIES			456.30			
34X01533 77277	WASTE PARTNERS INC APR 23 STREETS WASTE REMOVAL 235-3100-43380	04/30/2023 pziemer	05/17/2023	111.15	111.15	Open	N 05/17/2023
	UTILITIES			111.15			
34X00922 77340	WASTE PARTNERS INC APR 23 LIB WASTE REMOVAL 211-5500-43380	04/30/2023 pziemer	05/17/2023	91.80	91.80	Open	N 05/17/2023
	UTILITIES			91.80			
34X01539 77356	WASTE PARTNERS INC APR 223 AIRPORT WASTE REMOVAL 260-9020-43300	04/30/2023 pziemer	05/17/2023	1,020.54	1,020.54	Open	N 05/17/2023
	PROFESSIONAL SERVICES			1,020.54			
	Total for vendor 0344 - WASTE PARTNERS INC:			2,344.13	2,344.13		

Vendor 3199 - WEX BANK:

88877358/PARKS 77377*	WEX BANK APR 23 PARKS DEPT FUEL 230-5200-42212	04/30/2023 pziemer	05/17/2023	1,137.76	1,137.76	Open	N 05/17/2023
	MOTOR FUELS			1,139.05			
	MOTOR FUELS			(1.29)			
88877358/POLICE 77378*	WEX BANK APR 23 POLICE DEPT FUEL 225-2120-42212	04/30/2023 pziemer	05/17/2023	4,799.83	4,799.83	Open	N 05/17/2023
	MOTOR FUELS			4,865.26			
	MOTOR FUELS			(65.43)			
88877358/STRTS 77379*	WEX BANK APR 23 STREET DEPT FUEL 235-3100-42212	04/30/2023 pziemer	05/17/2023	5,306.00	5,306.00	Open	N 05/17/2023
	MOTOR FUELS			4,489.74			
	MOTOR FUELS			818.74			
	MOTOR FUELS			(2.48)			

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88877358/ADMIN							
77380	WEX BANK	04/30/2023	05/17/2023	(33.33)	(33.33)	Open	N
	APR 23 WEX EDGE REBATE	pziemer					05/17/2023
	101-0000-36299	MISCELLANEOUS REVENUE		(33.33)			
88877358/COMDEV							
77382	WEX BANK	04/30/2023	05/17/2023	85.04	85.04	Open	N
	APR 23 COM DEV FUEL	pziemer					05/17/2023
	101-2400-42212	MOTOR FUELS		76.57			
	101-2400-42210	OPERATING SUPPLIES		8.47			
88877358/FIRE							
77383	WEX BANK	04/30/2023	05/17/2023	1,164.24	1,164.24	Open	N
	APR 23 FIRE DEPT FUEL	pziemer					05/17/2023
	225-2220-42212	MOTOR FUELS		1,164.24			
	Total for vendor 3199 - WEX BANK:			12,459.54	12,459.54		
Vendor 3899 - WEX HEALTH INC:							
0001735338-IN							
77346	WEX HEALTH INC	04/30/2023	05/17/2023	41.50	41.50	Open	N
	APR 23 COBRA	pziemer					05/17/2023
	101-9200-43300	PROFESSIONAL SERVICES		41.50			
	Total for vendor 3899 - WEX HEALTH INC:			41.50	41.50		
Vendor 0346 - WIDSETH SMITH NOLTING:							
222886							
77302	WIDSETH SMITH NOLTING	04/21/2023	05/17/2023	7,769.50	7,769.50	Open	N
	IMP23:08 LUM PARK ROAD/BOAT LAUNCH	pziemer					05/17/2023
	401-9030-43300-21:17	PROFESSIONAL SERVICES		7,769.50			
	Total for vendor 0346 - WIDSETH SMITH NOLTING:			7,769.50	7,769.50		
Vendor 1159 - WINNERS TROPHY:							
12656							
77338	WINNERS TROPHY	05/01/2023	05/17/2023	55.00	55.00	Open	N
	M. BUSH RETIREMENT	pziemer					05/17/2023
	101-9200-43430	MISCELLANEOUS		55.00			
	Total for vendor 1159 - WINNERS TROPHY:			55.00	55.00		
Vendor 1712 - WSB & ASSOCIATES:							
R-018999-000-19							
77270	WSB & ASSOCIATES	04/28/2023	05/17/2023	536.00	536.00	Open	N
	IMP 21:16 MLT MARCH 2023	pziemer					05/17/2023
	401-9030-43300-21:16	PROFESSIONAL SERVICES		536.00			
	Total for vendor 1712 - WSB & ASSOCIATES:			536.00	536.00		

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

Vendor 3698 - AMAZON:

4/2/23 77244	AMAZON AMAZON AWS MAR 2023 101-1800-43309	04/02/2023 pziemer COMPUTER SUPPORT	05/17/2023	220.67 220.67	220.67	Open	N 05/17/2023
3/30/23 77250	AMAZON QTY 3 MSFT SURFACE - PARKS 230-5204-42210	04/01/2023 pziemer OPERATING SUPPLIES	05/17/2023	1,197.00 1,197.00	1,197.00	Open	N 05/17/2023
3/30/23 - 2 77251	AMAZON QTY 3 USB ADAPTORS - PARKS 230-5204-42210	04/01/2023 pziemer OPERATING SUPPLIES	05/17/2023	463.59 463.59	463.59	Open	N 05/17/2023
3/29/23 77252	AMAZON WIRELESS HEADSET ADMIN 101-1940-42200	04/01/2023 pziemer OFFICE SUPPLIES	05/17/2023	79.99 79.99	79.99	Open	N 05/17/2023
4/11/23 - 3 77253	AMAZON RETURN - WIRELESS HEADSET ADMIN 101-1940-42200	04/11/2023 pziemer OFFICE SUPPLIES	05/17/2023	(79.99) (79.99)	(79.99)	Open	N 05/17/2023
Total for vendor 3698 - AMAZON:				1,881.26	1,881.26		

Vendor 3489 - APWA-MN CHAPTER:

3/31/23 77249	APWA-MN CHAPTER 2023 APWA MN CONF - J. DEHN 101-1700-43330	04/01/2023 pziemer PROFESSIONAL DEVELOPMENT	05/17/2023	620.99 620.99	620.99	Open	N 05/17/2023
Total for vendor 3489 - APWA-MN CHAPTER:				620.99	620.99		

Vendor 3718 - AVTECH SOFTWARE INC:

4/20/23 77267	AVTECH SOFTWARE INC ROOM ALERT ANNUAL FEE 101-1800-43309	04/20/2023 pziemer COMPUTER SUPPORT	05/17/2023	124.95 124.95	124.95	Open	N 05/17/2023
Total for vendor 3718 - AVTECH SOFTWARE INC:				124.95	124.95		

Vendor 0133 - CWC RECORDER:

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DB: Brainerd

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

4/14/23 77248	CWC RECORDER ISD 181 RIGHT OF WAY/UTILITY TEMP CO 401-9030-43350-22:06	04/14/2023 pziemer LEGAL PUBLICATIONS	05/17/2023	46.00 46.00	46.00	Open	N 05/17/2023
Total for vendor 0133 - CWC RECORDER:				46.00	46.00		

Vendor 0233 - LEAGUE OF MN CITIES:

4/3/23 77245	LEAGUE OF MN CITIES 2023 MCMA CONF. REG. J.BERGMAN 101-1400-43330	04/03/2023 pziemer PROFESSIONAL DEVELOPMENT	05/17/2023	495.00 495.00	495.00	Open	N 05/17/2023
4/17/23 77247	LEAGUE OF MN CITIES 2023 SAFETY & LOSS CONTROL: KS & BB 101-1400-43330	04/17/2023 pziemer PROFESSIONAL DEVELOPMENT	05/17/2023	40.00 40.00	40.00	Open	N 05/17/2023
Total for vendor 0233 - LEAGUE OF MN CITIES:				535.00	535.00		

Vendor 3858 - ZOOM VIDEO COMMUNICATIONS:

4/18/23 77243	ZOOM VIDEO COMMUNICATIONS ZOOM 4/18/23-5/17/23 101-1800-43309	04/18/2023 pziemer COMPUTER SUPPORT	05/17/2023	31.98 31.98	31.98	Open	N 05/17/2023
Total for vendor 3858 - ZOOM VIDEO COMMUNICATIONS:				31.98	31.98		

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

3,240.18	3,240.18
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Inv Ref#	Description	Entered By					Post Date

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

Vendor 3698 - AMAZON:							
4/20/23 - 3							
77263	AMAZON	04/20/2023	05/17/2023	172.45	172.45	Open	N
	VEHICLE WASH/TOURNIQUETS	pziemer					05/17/2023
	225-2220-42210	OPERATING SUPPLIES		172.45			
4/17/23							
77264	AMAZON	04/17/2023	05/17/2023	69.99	69.99	Open	N
	TOWER FAN	pziemer					05/17/2023
	225-2220-42210	OPERATING SUPPLIES		69.99			
Total for vendor 3698 - AMAZON:				242.44	242.44		
Total PCard: 2257 U.S. BANK Card Holder: FIRE				242.44	242.44		

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DB: Brainerd

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

Vendor 3719 - FLEET FARM:

4/19/23 77260	FLEET FARM RAIN SUIT PARKS SHOP 230-5200-42210	04/19/2023 pziemer OPERATING SUPPLIES	05/17/2023	99.98 99.98	99.98	Open	N 05/17/2023
Total for vendor 3719 - FLEET FARM:				99.98	99.98		

Vendor 3879 - HARBOR FREIGHT TOOLS:

4/14/23 77261	HARBOR FREIGHT TOOLS EZ REACH PICK UP TOOLS 230-5200-42220	04/14/2023 pziemer REPAIR & MAINT	05/17/2023	39.96 39.96	39.96	Open	N 05/17/2023
Total for vendor 3879 - HARBOR FREIGHT TOOLS:				39.96	39.96		

Vendor MISC - LOCO ESPRESS, INC:

4/8/23 77262	LOCO ESPRESS, INC SP. EVENT - COFFEE FOR VOLUNTEERS 230-5211-42210	04/08/2023 pziemer OPERATING SUPPLIES	05/17/2023	80.90 80.90	80.90	Open	N 05/17/2023
Total for vendor MISC - LOCO ESPRESS, INC:				80.90	80.90		

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

220.84 220.84

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

Vendor 2902 - ADVANCE AUTO PARTS:

6574309423761

77226	ADVANCE AUTO PARTS	04/04/2023	05/17/2023	59.98	59.98	Open	N
	SQD 443 - WIPER BLADES	pziemer					05/17/2023
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		59.98			
	Total for vendor 2902 - ADVANCE AUTO PARTS:			59.98	59.98		

Vendor 3698 - AMAZON:

3/31/23

77222	AMAZON	04/01/2023	05/17/2023	25.98	25.98	Open	N
	BUSN. CARD HOLDER/DESK ORG,	pziemer					05/17/2023
	225-2120-42200	OFFICE SUPPLIES		25.98			

4/10/23

77233	AMAZON	04/10/2023	05/17/2023	31.94	31.94	Open	N
	OXYGEN REGULATOR	pziemer					05/17/2023
	225-2120-42209	SAFETY EQUIPMENT SUPPLIES		31.94			

4/11/23 - 2

77234	AMAZON	04/11/2023	05/17/2023	119.00	119.00	Open	N
	FLASHDRIVES	pziemer					05/17/2023
	225-2120-42210	OPERATING SUPPLIES		119.00			

4/20/23 - 2

77239	AMAZON	04/20/2023	05/17/2023	47.17	47.17	Open	N
	DESK ORGANIZER	pziemer					05/17/2023
	225-2120-42200	OFFICE SUPPLIES		47.17			
	Total for vendor 3698 - AMAZON:			224.09	224.09		

Vendor 4156 - CALIBRE PRESS:

3/29/23

77218	CALIBRE PRESS	04/01/2023	05/17/2023	359.00	359.00	Open	N
	710RB - WOMEN IN COMMAND	pziemer					05/17/2023
	225-2120-43330	PROFESSIONAL DEVELOPMENT		359.00			

4/4/23

77227	CALIBRE PRESS	04/04/2023	05/17/2023	(359.00)	(359.00)	Open	N
	710RD - WOMEN IN COMMAND - DUPLICATE	pziemer					05/17/2023
	225-2120-43330	PROFESSIONAL DEVELOPMENT		(359.00)			
	Total for vendor 4156 - CALIBRE PRESS:			0.00	0.00		

Vendor 3068 - GLS PROMOTIONS:

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

3/30/23 77220	GLS PROMOTIONS 714 - INVESTIGATOR UNIFORMWEAR 225-2120-41113	04/01/2023 pziemer	05/17/2023	150.00	150.00	Open	N 05/17/2023
	UNIFORM ALLOWANCE			150.00			
	Total for vendor 3068 - GLS PROMOTIONS:			150.00	150.00		

Vendor 3999 - GRANDSTAY HOTEL:

4/18/23 77237	GRANDSTAY HOTEL 709 - SOTA CONFERENCE 225-2131-43330	04/18/2023 pziemer	05/17/2023	220.76	220.76	Open	N 05/17/2023
	PROFESSIONAL DEVELOPMENT			220.76			
4/18/23 - 2 77238	GRANDSTAY HOTEL 715 SOTA CONFERENCE 225-2131-43330	04/16/2023 pziemer	05/17/2023	220.76	220.76	Open	N 05/17/2023
	PROFESSIONAL DEVELOPMENT			220.76			
	Total for vendor 3999 - GRANDSTAY HOTEL:			441.52	441.52		

Vendor 3720 - HAIX:

4/6/23 77231	HAIX 715 - UNIFORM BOOTS 225-2120-41113	04/06/2023 pziemer	05/17/2023	199.95	199.95	Open	N 05/17/2023
	UNIFORM ALLOWANCE			199.95			
	Total for vendor 3720 - HAIX:			199.95	199.95		

Vendor 3065 - JIMMY JOHN'S #989:

4/20/23 77240	JIMMY JOHN'S #989 LUNCH FOR OFFICER INTERVIEW PANEL 225-2120-43430	04/20/2023 pziemer	05/17/2023	66.40	66.40	Open	N 05/17/2023
	MISCELLANEOUS			66.40			
	Total for vendor 3065 - JIMMY JOHN'S #989:			66.40	66.40		

Vendor 2775 - RAFFERTY'S PIZZA:

4/6/23 77232	RAFFERTY'S PIZZA DEPUTY CHIEF INTERVIEW PANEL 225-2120-43430	04/06/2023 pziemer	05/17/2023	40.54	40.54	Open	N 05/17/2023
	MISCELLANEOUS			40.54			
	Total for vendor 2775 - RAFFERTY'S PIZZA:			40.54	40.54		

Vendor 4198 - SOTA MIDWEST:

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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
PCard: 2257 U.S. BANK Card Holder: POLICE							
4/5/23 77230	SOTA MIDWEST 721 - SOTA CONF CANCELLATION 225-2131-42210	04/05/2023 pziemer	05/17/2023	(360.00)	(360.00)	Open	N 05/17/2023
	OPERATING SUPPLIES			(360.00)			
	Total for vendor 4198 - SOTA MIDWEST:			(360.00)	(360.00)		
Vendor 3911 - STORM TRAINING GROUP:							
3/31/23 77223	STORM TRAINING GROUP 717EG - FEMALE ARREST & CONTROL TACTI 225-2120-43330	04/01/2023 pziemer	05/17/2023	(499.00)	(499.00)	Open	N 05/17/2023
	PROFESSIONAL DEVELOPMENT			(499.00)			
	Total for vendor 3911 - STORM TRAINING GROUP:			(499.00)	(499.00)		
Vendor 3985 - THE INN ON LAKE SUPERIOR:							
4/11/23 77235	THE INN ON LAKE SUPERIOR 701MB-CHIEF'S CONFERENCE 225-2120-43330	04/11/2023 pziemer	05/17/2023	452.88	452.88	Open	N 05/17/2023
	PROFESSIONAL DEVELOPMENT			452.88			
4/11/23 - 2 77236	THE INN ON LAKE SUPERIOR 702JD - CHIEF'S CONFERENCE 225-2120-43330	04/11/2023 pziemer	05/17/2023	452.88	452.88	Open	N 05/17/2023
	PROFESSIONAL DEVELOPMENT			452.88			
	Total for vendor 3985 - THE INN ON LAKE SUPERIOR:			905.76	905.76		
Vendor 3703 - TRANSUNION RISK:							
4/1/23 77228	TRANSUNION RISK INVESTIGATIONS & PARKING TKT COLLECTI 225-2120-42210	04/01/2023 pziemer	05/17/2023	75.00	75.00	Open	N 05/17/2023
	OPERATING SUPPLIES			75.00			
	Total for vendor 3703 - TRANSUNION RISK:			75.00	75.00		
Vendor 4011 - TURTLEBACK:							
4/3/23 77225	TURTLEBACK UNIFORM MOTOROLA BELT CASES 225-2120-41113	04/03/2023 pziemer	05/17/2023	217.47	217.47	Open	N 05/17/2023
	UNIFORM ALLOWANCE			217.47			
3/27/23 77265	TURTLEBACK RETURN OF UNIFORM MOTOROLA BELT CASE 225-2120-41113	04/01/2023 pziemer	05/17/2023	(227.00)	(227.00)	Open	N 05/17/2023
	UNIFORM ALLOWANCE			(227.00)			

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

3/28/23 77266	TURTLEBACK REMAINING CREDIT BALANCE - RETURN BEI 225-2120-41113	04/01/2023 pziemer	05/17/2023	(3.97)	(3.97)	Open	N 05/17/2023
	UNIFORM ALLOWANCE			(3.97)			
	Total for vendor 4011 - TURTLEBACK:			(13.50)	(13.50)		

Vendor 3697 - USPS:

3/29/23 77219	USPS POSTAGE 225-2120-43322	04/01/2023 pziemer	05/17/2023	18.75	18.75	Open	N 05/17/2023
	POSTAGE			18.75			
3/30/23 77221	USPS POSTAGE 225-2120-43322	04/01/2023 pziemer	05/17/2023	1.50	1.50	Open	N 05/17/2023
	POSTAGE			1.50			
3/31/23 77224	USPS POSTAGE 225-2120-43322	04/01/2023 pziemer	05/17/2023	1.50	1.50	Open	N 05/17/2023
	POSTAGE			1.50			
4/4/23 77229	USPS STAMPS AND POSTAGE 225-2120-43322	04/04/2023 pziemer	05/17/2023	127.50	127.50	Open	N 05/17/2023
	POSTAGE			127.50			
4/20/23 77241	USPS POSTAGE 225-2120-43322	04/20/2023 pziemer	05/17/2023	0.24	0.24	Open	N 05/17/2023
	POSTAGE			0.24			
4/21/23 77242	USPS POSTAGE 225-2120-43322	04/21/2023 pziemer	05/17/2023	2.46	2.46	Open	N 05/17/2023
	POSTAGE			2.46			
	Total for vendor 3697 - USPS:			151.95	151.95		

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

1,442.69	1,442.69
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	GL Distribution						

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

Vendor 3719 - FLEET FARM:

4/12/23

77246

FLEET FARM
PATCH TRAILER KEROSENE
235-3100-42220

04/12/2023

pziemer

05/17/2023

125.65

125.65

Open

N
05/17/2023

REPAIR & MAINT

125.65

Total for vendor 3719 - FLEET FARM:

125.65

125.65

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

125.65

125.65

# of Invoices:	161	# Due:	161	Totals:	345,525.08	345,525.08
# of Credit Memos:	7	# Due:	7	Totals:	(1,562.29)	(1,562.29)

345,525.08

345,525.08

(1,562.29)

(1,562.29)

Net of Invoices and Credit Memos:

343,962.79

343,962.79

* 3 Net Invoices have Credits Totalling:

(69.20)

--- TOTALS BY GL DISTRIBUTION ---

101-0000-14100	DUE FROM COMPONENT UNIT	8,231.97
101-0000-36299	MISCELLANEOUS REVENUE	(33.33)
101-1400-43330	PROFESSIONAL DEVELOPMENT	579.93
101-1400-43361	INS - GENERAL LIABILITY	628.40
101-1610-43301	CITY ATTORNEY	5,421.51
101-1700-43330	PROFESSIONAL DEVELOPMENT	620.99
101-1700-43331	LEASE PAYMENTS	937.78
101-1700-43361	INS - GENERAL LIABILITY	292.98
101-1700-43363	INS - AUTO	171.25
101-1800-42220	REPAIR & MAINT	1,014.88
101-1800-43309	COMPUTER SUPPORT	4,728.90
101-1800-43331	LEASE PAYMENTS	1,224.81
101-1800-43361	INS - GENERAL LIABILITY	224.86
101-1940-42200	OFFICE SUPPLIES	164.70
101-1940-43361	INS - GENERAL LIABILITY	19.75
101-1940-43380	UTILITIES	144.35
101-2400-42210	OPERATING SUPPLIES	84.02
101-2400-42212	MOTOR FUELS	76.57
101-2400-43300	PROFESSIONAL SERVICES	7,039.56
101-2400-43331	LEASE EXPENSE	357.61
101-2400-43361	INS - GENERAL LIABILITY	453.78
101-2400-43363	INS - AUTO	219.25
101-2400-43433	DUES & SUBSCRIPTIONS	145.00
101-9200-43300	PROFESSIONAL SERVICES	19,195.25
101-9200-43361	INS - GENERAL LIABILITY	3,959.50
101-9200-43362	INS - PROPERTY	6,229.50
101-9200-43363	INS - AUTO	69.75
101-9200-43365	INS - OTHER	353.81
101-9200-43430	MISCELLANEOUS	55.00
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

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	GL Distribution						
	203-9000-42212	MOTOR FUELS		4,885.05			
	203-9000-43350	PRINTING/LEGAL PUBLICATION		159.04			
	203-9000-43361	INS - GENERAL LIABILITY		408.44			
	203-9000-43363	INS - AUTO		2.25			
	203-9000-43365	INS - OTHER		4.66			
	211-5500-42220	REPAIR & MAINT		155.90			
	211-5500-43300	PROFESSIONAL SERVICES		675.00			
	211-5500-43361	INS - GENERAL LIABILITY		35.78			
	211-5500-43362	INS - PROPERTY		2,498.75			
	211-5500-43365	INS - OTHER		146.42			
	211-5500-43380	UTILITIES		91.80			
	211-5505-43430	MISC - COPY MACHINE PYMTS		184.63			
	225-2120-41113	UNIFORM ALLOWANCE		741.38			
	225-2120-42200	OFFICE SUPPLIES		145.95			
	225-2120-42209	SAFETY EQUIPMENT SUPPLIES		31.94			
	225-2120-42210	OPERATING SUPPLIES		204.74			
	225-2120-42212	MOTOR FUELS		4,799.83			
	225-2120-42220	REPAIR & MAINT		30.58			
	225-2120-42221	SQUAD CAR REPAIR SUPPLIES		873.53			
	225-2120-43300	PROFESSIONAL SERVICES		3,120.00			
	225-2120-43322	POSTAGE		151.95			
	225-2120-43330	PROFESSIONAL DEVELOPMENT		4,041.92			
	225-2120-43331	LEASED PAYMENTS		16,655.46			
	225-2120-43361	INS - GENERAL LIABILITY		14,997.41			
	225-2120-43362	INS - PROPERTY		1,190.00			
	225-2120-43363	INS - AUTO		6,611.00			
	225-2120-43365	INS - OTHER		453.21			
	225-2120-43380	UTILITIES		136.15			
	225-2120-43430	MISCELLANEOUS		106.94			
	225-2121-41113	UNIFORM ALLOWANCE		31.97			
	225-2131-42210	OPERATING SUPPLIES		(360.00)			
	225-2131-43330	PROFESSIONAL DEVELOPMENT		441.52			
	225-2220-42200	OFFICE SUPPLIES		348.56			
	225-2220-42210	OPERATING SUPPLIES		287.42			
	225-2220-42212	MOTOR FUELS		1,164.24			
	225-2220-42220	REPAIR & MAINT		193.80			
	225-2220-42250	PERSONAL PROTECTIVE GEAR		586.79			
	225-2220-43330	PROFESSIONAL DEVELOPMENT		304.50			
	225-2220-43331	LEASED PAYMENTS		1,352.91			
	225-2220-43361	INS - GENERAL LIABILITY		444.77			
	225-2220-43362	INS - PROPERTY		1,243.50			
	225-2220-43363	INS - AUTO		1,639.50			
	225-2220-43365	INS - OTHER		346.33			
	225-2220-43380	UTILITIES		111.15			
	225-2220-43430	MISCELLANEOUS		100.00			
	225-2700-43300	PROFESSIONAL SERVICES		1,919.33			
	225-2700-43430	MISCELLANEOUS		501.00			
	227-3230-43428	USED OIL RECYCLING EXPENSE		189.35			
	229-9030-43300-23:06	PROFESSIONAL SERVICES		14,482.13			
	230-5200-42210	OPERATING SUPPLIES		99.98			
	230-5200-42212	MOTOR FUELS		1,137.76			
	230-5200-42220	REPAIR & MAINT		2,498.76			
	230-5200-43331	LEASE PAYMENTS		2,298.36			
	230-5200-43361	INS - GENERAL LIABILITY		678.47			
	230-5200-43362	INS - PROPERTY		5,470.25			
	230-5200-43363	INS - AUTO		606.25			
	230-5200-43365	INS - OTHER		249.51			

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DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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EXP CHECK RUN DATES 05/15/2023 - 05/15/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution						
	230-5200-43380	UTILITIES		456.30			
	230-5204-42210	OPERATING SUPPLIES		1,660.59			
	230-5211-42210	OPERATING SUPPLIES		80.90			
	230-5215-34715	ADULT SOFTBALL USER FEES		90.00			
	230-5280-42220	REPAIR & MAINT		44.85			
	235-3100-42212	MOTOR FUELS		4,487.26			
	235-3100-42220	REPAIR & MAINT		4,362.14			
	235-3100-43331	LEASE PAYMENTS		2,600.59			
	235-3100-43350	PRINTING/LEGAL PUBLICATION		275.00			
	235-3100-43361	INS - GENERAL LIABILITY		2,254.76			
	235-3100-43362	INS - PROPERTY		846.25			
	235-3100-43363	INS - AUTO		1,095.50			
	235-3100-43365	INS - OTHER		923.50			
	235-3100-43380	UTILITIES		111.15			
	235-3100-43430	MISCELLANEOUS		290.37			
	235-3125-42220	REPAIR & MAINT		820.22			
	237-3190-42212	MOTOR FUELS		818.74			
	237-3190-42220	REPAIR & MAINT		6,528.56			
	237-3190-43331	LEASE PAYMENTS		626.01			
	237-3190-43361	INS - GENERAL LIABILITY		644.25			
	237-3190-43362	INS - PROPERTY		241.75			
	237-3190-43363	INS - AUTO		313.00			
	237-3190-43365	INS - OTHER		263.75			
	238-3160-43350	PRINTING/LEGAL PUBLICATIONS		20.03			
	238-3160-43361	INS - GENERAL LIABILITY		322.25			
	238-3160-43362	INS - PROPERTY		121.00			
	238-3160-43363	INS - AUTO		156.50			
	238-3160-43365	INS - OTHER		132.00			
	251-9360-43467	REMIT LOCAL SALES TAX COLLECT		112,799.15			
	260-9020-43300	PROFESSIONAL SERVICES		1,270.54			
	260-9020-43361	INS - GENERAL LIABILITY		125.00			
	295-6510-43361	INS - GENERAL LIABILITY		36.45			
	400-9050-45530	CAPITAL - OTHER		464.20			
	401-1003-43300	PROFESSIONAL SERVICES		208.34			
	401-1619-43300	PROFESSIONAL SERVICES		222.00			
	401-9030-43300-21:11	PROFESSIONAL SERVICES		95.50			
	401-9030-43300-21:16	PROFESSIONAL SERVICES		536.00			
	401-9030-43300-21:17	PROFESSIONAL SERVICES		7,769.50			
	401-9030-43350-22:06	LEGAL PUBLICATIONS		319.38			
	401-9030-43350-23:01	LEGAL PUBLICATIONS		190.89			
	404-9055-43430	MISCELLANEOUS		650.00			
	404-9055-45500	BUILDING CAPITAL		364.22			

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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BOTH OPEN AND PAID

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			86,071.58	86,071.58		
	203 - TRANSIT FUND			5,459.44	5,459.44		
	211 - LIBRARY FUND			3,788.28	3,788.28		
	225 - PUBLIC SAFETY FUND			64,949.28	64,949.28		
	227 - RECYCLING FUND			189.35	189.35		
	229 - PANDEMIC GRANTS			14,482.13	14,482.13		
	230 - PARK & RECREATION FUND			15,371.98	15,371.98		
	235 - STREET & SEWER FUND			18,066.74	18,066.74		
	237 - SANITARY SEWER FUND			9,436.06	9,436.06		
	238 - STORM SEWER FUND			751.78	751.78		
	251 - LOCAL OPTION SALES TAX			112,799.15	112,799.15		
	260 - AIRPORT FUND			1,395.54	1,395.54		
	295 - EDA FUND			36.45	36.45		
	400 - CAPITAL PROJECTS FUND			464.20	464.20		
	401 - CONSTRUCTION FUND			9,341.61	9,341.61		
	404 - FIRE DEPARTMENT CAPITAL			1,014.22	1,014.22		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 -			8,198.64	8,198.64		
	1003 - 10:03 DWNTWN MAIN CNTRACT			208.34	208.34		
	1400 - ADMINISTRATION			1,208.33	1,208.33		
	1610 - LEGAL-CIVIL ATTORNEY			5,421.51	5,421.51		
	1619 -			222.00	222.00		
	1700 - ENGINEERING			2,023.00	2,023.00		
	1800 - IT/GIS			7,193.45	7,193.45		
	1940 - CITY HALL			328.80	328.80		
	2120 - POLICE DEPARTMENT			54,291.99	54,291.99		
	2121 - COMMUNITY SERVICE			31.97	31.97		
	2131 - TACTICAL TEAM			81.52	81.52		
	2220 - FIRE DEPARTMENT			8,123.47	8,123.47		
	2400 - COMMUNITY DEVL/INSPECTION			8,375.79	8,375.79		
	2700 - ANIMAL CONTROL			2,420.33	2,420.33		
	3100 - S & S MAINTENANCE			17,246.52	17,246.52		
	3125 - SNOW REMOVAL			820.22	820.22		
	3160 - STORM SEWER EXPENSE			751.78	751.78		
	3190 - SANITARY SEWER EXPENSE			9,436.06	9,436.06		
	3230 - RECYCLING EXPENSE			189.35	189.35		
	5200 - PARK MAIN/ADMINISTRATION			13,495.64	13,495.64		
	5204 - CONCESSIONS			1,660.59	1,660.59		
	5211 - SPECIAL EVENTS PROGRAM			80.90	80.90		
	5215 - ADULT SOFTBALL			90.00	90.00		
	5280 - CAMPGROUND			44.85	44.85		

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INVOICE REGISTER REPORT FOR CITY OF BRAINERD

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY DEPT/ACTIVITY ---							
	5500 - LIBRARY-BUDGETED			3,603.65	3,603.65		
	5505 - TAXABLE FEES			184.63	184.63		
	6510 - ECONOMIC DEVELOPMENT AUTH			36.45	36.45		
	9000 - TRANSIT FUND			5,459.44	5,459.44		
	9020 - AIRPORT M & O			1,395.54	1,395.54		
	9030 - CONSTRUCTION PROJ-MISC			23,393.40	23,393.40		
	9050 - CAPITAL PROJECTS-MISC			464.20	464.20		
	9055 - FIRE DEPARTMENT CAPITAL			1,014.22	1,014.22		
	9200 - CITY-WIDE			53,322.06	53,322.06		
	9360 - LOCAL OPTION SALES TAX			112,799.15	112,799.15		

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: Johnson, Czeczok, O'Day, Stunek, Stenglein, and Bevans. Member Terry was noted as absent. 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 STUNEK AND STENGLEIN TO APPROVE THE CONSENT CALENDAR.

- A. Approval of Bills
- B. Approval of Minutes
 - a. Regular City Council Meeting held on April 17, 2023
- C. Department Activity Report
- D. Ratify the Hiring of 2023 Interns and Temporary/ Seasonal Employees

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

Presentation by The Center

The Chair recognized Kathy Tousa, 14075 Firewood Dr, Baxter, and Nicolas Reindel, 8101 Buffalo Creek Rd, members of The Center. The members gave an update on the fundraising events taking place at The Center including the upcoming plant sale. They spoke about the dedication of the members to growing a variety of product for the sale.

Presentation TH210 Pedestrian Bridge Feasibility Study Report

The Chair recognized Casey Black, SRF Consulting Group, who gave an overview of the purpose and findings of the feasibility study done by SRF for the TH210 Pedestrian Bridge project. The consulting firm is also exploring grant opportunities for the pedestrian bridge. He described the layout of the bridge, right-of-way impacts, and utility needs.

Council Committee Reports

Personnel and Finance Committee

Reclassify Richard Berry from Police Intern to CSO

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO RECLASSIFY RICHARD BERRY BACK TO A COMMUNITY SERVICE OFFICER EFFECTIVE APRIL 28, 2023.

Consider Public Utilities Department Recommendations

Committee Chair Johnson stated that the hiring work group and Public Utilities Department have both approved of the recommendations.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE APPOINTMENT OF MR. TODD WICKLUND TO THE PUBLIC UTILITIES DIRECTOR POSITION EFFECTIVE MAY 2, 2023, AT HIS CURRENT WAGE AND TO CONTINUE HIS FULLY PAID HEALTH INSURANCE; APPROVE THE ELIMINATION OF THE BPU SUPERINTENDENT AND FINANCE DIRECTOR/SECRETARY POSITIONS EFFECTIVE IMMEDIATELY; APPROVE THE CREATION OF A NEW BPU FINANCE MANAGER POSITION OR APPROPRIATE TITLE SUBJECT TO JOB TITLE AND COMPENSATION INFORMATION FROM FLAHERTY & HOOD; FURTHER, TO AUTHORIZE INITIATION OF THE HIRING PROCESS.

Discussion on 2024 Capital Equipment and Facilities Budget

Committee Chair Johnson stated there have been multiple things moved around within the plan. He asked the Council to review the Capital Plan and contact Finance Director Hillman with questions.

Discussion on Response from Lakes Area Media Collaborative (LAMC)

Committee Chair Johnson stated that staff will review the information provided by LAMC again and Council will determine action at a future meeting.

Discussion on Right of Way Tree Removal

Committee Chair Johnson stated that the Committee felt it was most prudent to go with option 3 and push the removal of trees to 2024 to ensure that there was money available to remove trees.

Member O'Day asked whether the committee spoke about the trees that staff could take care of this year without affecting the budget.

Member Johnson stated that if there is something that needs to be removed this year it can be, but the committee wanted to make sure it was included in the budget for next year.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STUNEK TO BUDGET FOR REMOVAL OF RIGHT-OF-WAY TREES IN 2024.

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

Safety and Public Works Committee

Consider Light Pole Height in the General Commercial Zoning District

Committee Chair O'Day stated that this change allows for pole height in General Commercial Zoning districts to have a range of 13-20 feet if conditions are met.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO APPROVE THE PROPOSED ORDINANCE, AMENDING SECTION 515-4-8 OUTDOOR LIGHTING WITH ONE CHANGE BY LEAVING THE GENERAL COMMERCIAL (GC) DISTRICT IN 2.D AND RECOMMEND STAFF TO BRING THIS PROPOSED ORDINANCE TO THE NEXT CITY COUNCIL MEETING AS A FIRST READING.

Approve Potential Alternative Closure Routes- CLC 5K Mental Health Awareness Run

May 1st, 2023

Committee Chair O'Day stated that with flooding the applicant requested an alternative route using East River Road.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO ALLOW FOR CLOSURE OF EAST RIVER ROAD BETWEEN LAUREL STREET AND COLLEGE DRIVE IF THE EVENT ORGANIZER WISHES TO CHANGE THE ROUTE TO UTILIZE THIS ALTERNATIVE RUN ROUTE.

Approve Event/Street Closure Application- Corpus Christi Procession

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO APPROVE THE APPLICATION UNDER THE CONDITIONS LISTED.

Discuss Stop Sign Request- Rosewood Street and 15th Street SE

Committee Chair O'Day stated that the committee considered the request and was educated on the use of stop signs. The intersection does not have any history of accidents. The committee spoke about the possibility of utilizing paint as a way to narrow the street and ease traffic.

Request to Award Improvement 22-10- Graydon Avenue Outfall Repair Project

Committee Chair O'Day stated that the outfall drains to the north of Graydon Avenue into a wetland.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO AWARD THE IMPROVEMENT 22-10 CONTRACT TO DECHANTAL EXCAVATING IN THE AMOUNT OF \$51,971.

Review Classification of Non-Conservation Tax Forfeit Parcels

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO CONCUR WITH THE NON-CONSERVATION STATUS OF PARCELS 41300849, 41301027, AND 41301029 SO THAT THEY MAY BE PLACED ON THE COUNTY TAX FORFEIT LAND SALE.

Unfinished Business

Committee Resignations

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND O'DAY, DULY CARRIED, TO ACCEPT THE RESIGNATION OF THERESA WOODWARD FROM THE PLANNING COMMISSION.

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)

Library Board- 1 term (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)

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

Parking Commission—1 term (Expire 2026)
Planning Commission-- 1 terms (Expire 2025)

New Business

Consider Conditional Use Permit for a Recycling Facility at 1021 Madison Street

Community Development Director Kramvik stated Greenforest Environmental Solutions applied for a Conditional Use Permit (CUP) to operate a recycling facility at 1021 Madison St in the General Industrial Zoning District. The property is currently operating as a recycling facility at 1021 Madison St. The property owner was unaware of the need for a Conditional Use Permit. The property owner has been very cooperative with the department on all required submittals and contacted the Fire Marshal and Building Official for inspection of the property. The Planning Commission recommends approving the Conditional Use Permit with six conditions.

Member Johnson stated that the conditions did not have anything that included parking on-street. He stated that Madison Street is ground zero of the trailer parking problem. He would like to add that all unattended trailers be parked off-street as a condition for approval.

Member Czczok asked whether there would be a timeframe for the unattended trailer. He also asked whether there would be a potential for failure if there was not a timeframe.

Community Development Director Kramvik stated that trailers have been parked off-street by the applicant.

Council discussion took place.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND O'DAY TO ADD THE CONDITION THAT THERE WILL NO ON-STREET PARKING OF UNATTENDED TRAILERS.

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

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND JOHNSON, DULY CARRIED, TO APPROVE THE CONDITIONAL USE PERMIT WITH THE SEVEN CONDITIONS.

First Reading- Proposed Ordinance 1549- Amending Sections 1200 and 1205 of the City Code- Sale and Consumption of Alcoholic Beverages in Public Places

City Engineer/Public Works Director Dehn stated that the ordinance was crafted with guidance by the Park Board and City Council.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND STENGLEIN, DULY CARRIED, TO CONDUCT THE FIRST READING OF PROPOSED ORDINANCE 1549 AN ORDINANCE AMENDING SECTIONS 1200 AND 1205 OF THE CITY CODE PERTAINING TO THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC PLACES AND DISPENSE WITH THE ACTUAL FIRST READING AND SET THE PUBLIC HEARING FOR MAY 15TH AT 7:30 P.M.

First Reading- Proposed Ordinance 1550- Amending Section 1310.05 of the City Code- On-Street Parking of Unattended Trailers

City Engineer/Public Works Director Dehn stated Staff is recommending a revision to City Code to prohibit parking of unattended trailers on public streets, alleys, and parking lots during the time period of November 1st through March 31st of each year. Previous discussion by Safety and Public Works Committee directed staff to draft an ordinance regarding the parking of unattended trailers during the winter months.

Member Johnson asked for clarification on residential parking of commercial vehicles.

Community Development Director Kramvik stated that there are already certain commercial vehicles that are not allowed to park on residential streets.

Mayor Badeaux pointed out an error with wording in the ordinance.

City Engineer Dehn stated that the language can be revised to clarify that it is only unattended trailers not hitched to a vehicle.

Member Stenglein clarified that the reading was being dispensed.

Member Johnson stated that he will support the motion tonight, however, language needs to be clearer before the 2nd reading.

Mayor Badeaux asked whether anyone is concerned about parking in the Industrial Park in the summer.

Council discussion took place on procedure.

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND CZECZOK, DULY CARRIED, TO CONDUCT THE FIRST READING OF PROPOSED ORDINANCE 1550 AN ORDINANCE AMENDING SECTION 1310.05 OF THE CITY CODE PERTAINING TO ON-STREET PARKING OF UNATTENDED TRAILERS; FURTHER TO STRIKE THE LANGUAGE "OR TRAILERS ACTIVELY HITCHED OR CONNECTED TO A TOWING VEHICLE" PREVIOUS TO THE FIRST READING OF ORDINANCE 1550.

MOVED AND SECONDED BY COUNCIL MEMBERS STENGLEIN AND O'DAY, DULY CARRIED, TO DISPENSE WITH THE ACTUAL READING OF ORDINANCE 1550.

MOVED AND SECONDED BY COUNCIL MEMBERS JOHNSON AND CZECZOK, DULY CARRIED, TO SET THE PUBLIC HEARING FOR ORDINANCE 1550 FOR MAY 15TH AT 7:30 P.M.

Set Joint Workshop of City Council and Brainerd Public Utilities Commission

City Administrator Bergman stated that the Public Utilities Commission asked to have a joint workshop with topics including upcoming capital projects and the reorganization of the department.

MOVED AND SECONDED BY COUNCIL MEMBERS CZECZOK AND O'DAY, DULY CARRIED, TO SET THE JOINT WORKSHOP OF THE CITY COUNCIL AND BRAINERD PUBLIC UTILITIES COMMISSION FOR JUNE 26TH, 2023 AT 6:00 P.M. LOCATION TO BE DETERMINED.

Public Forum

The Chair opened the public forum at 8:23 p.m.

May 1st, 2023

No one came forward.

The Chair closed the public forum at 8:23 p.m.

Staff Reports

City Engineer/Public Works Director Dehn stated that the stakes on College Drive are in place to get trees planted to reestablish the median and a few in the boulevard. Staff is still receiving calls about potholes. Staff are prioritizing the heavier traffic streets as patching material is running low. More material will be available when the mills open up again.

Mayor Report

Mayor Badeaux thanked City Engineer/Public Works Director Dehn for doing a great job on his live broadcast update of the North Brainerd construction project. The videos are available on our website and promoted on social media. The Mayor proclaimed May 4th, 2023, as a day of Prayer and Fasting in the City of Brainerd.

Adjourn

MOVED AND SECONDED BY COUNCIL MEMBERS O'DAY AND STENGLEIN, DULY CARRIED, TO ADJOURN THE MEETING.

The Chair adjourned the meeting at 8:29 p.m.

Jennifer Bergman
City Administrator

DAIKIN APPLIED AMERICAS INC DBA

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
13600 INDUSTRIAL PAR	Mechanical	Active	MB003904	10/08/2024	2023-0058	12/31/2023
13600 INDUSTRIAL PAR	High Pressure Piping Busi	Active	HC004213	12/31/2023	2023-0004	12/31/2023

HENNENS WATERWORKS LLC

Address	Licensee Type	Status	State License	License Expire Date	Local License	License Expire Date
620 1ST ST SE	Plumbing Contractor	Active	PC644552	12/31/2023	2023-0036	12/31/2023

Total Licensees	2
-----------------	---

Population: All Records
Licensee.DateRegistered Between 4/13/2023 12:00:00 AM AND 5/10/2023 12:00:00 AM

MEMO



TO: The Brainerd City Council

FROM: James Kramvik, Community Development Director

DATE: May 15, 2023

RE: Community Development Director Report

Building

The Community Development Department issued 60 building permits with a total project valuation of \$1,615,385 in the month of April.

Within the River-to-Rail Corridor, five (5) permits were issued. These improvements account for a total project value of \$118,250.00 and resulted in \$1,629.75 waived in permit fees.

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

Code Enforcement

The Community Development Department conducted 56 code enforcement inspections in April across the following categories:

- Accessory Structure Material – 1
- Animal Feces – 14
- Exterior Structure – 3
- Fence Repair – 1
- Garbage – 4
- Garbage Disposal – 2
- Junk and Debris – 28
- Nuisance on a Public Sidewalk – 5
- Premises Identification – 1
- Tree Diseased Dead or Hazardous – 2
- Unlicensed/Inoperable Vehicles – 9
- Zoning Code Violation – 17

There has been an increase in complaints and case inspection volume for the department, which is typical this time of year as the snow has melted. Zoning Code Violation cases include Outdoor

Storage and Off-Street parking on an unimproved surface in the front yard. Outdoor storage violations are for any items in view from the right of way or neighboring properties that do not include play apparatus such as swing sets and slides, sandboxes, poles for nets, unoccupied boats and trailers not exceeding 20 feet in length, picnic tables, lawn chairs, barbecue stands, and similar equipment or structures but not including tree houses, swimming pools, playhouses exceeding 25 square feet of floor area, or sheds utilized for storage of equipment.

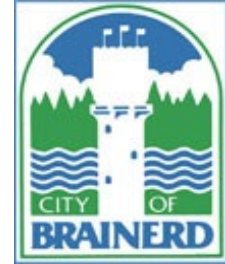
*Note: With the adoption of Ordinance No. 1524 on April 4th, 2022 Community Development staff have moved to complaint driven enforcement only.

Planning & Zoning

The Planning Commission spent a considerable amount of time reviewing the outdoor lighting ordinance and recommended a workgroup consisting of other departments to achieve consistency in outdoor lighting in Brainerd and further reduce light pollution within the City. Review of the outdoor lighting ordinance was the top priority of Planning Commission for 2023. The Commission recommended an ordinance amendment to Section 515-4-8 at the regularly scheduled Planning Commission meeting.

The next area of focus for the Planning Commission is Section 515-4-12 Off Street Parking. Staff provided a report on other Minnesota Cities and out-of-state cities that recently updated off-street parking regulations. Review and discussion primarily centered around off-street parking maximums, a tiered approach for multi-family dwelling units, and language for joint parking agreements. The discussion provided staff with direction to develop a draft ordinance for Planning Commission to review at the regularly scheduled June meeting. After the June meeting, staff will present the draft ordinance to the Parking Commission.

MEMO



TO: Mayor and City Council

FROM: City Administrator, Jennifer Bergman

DATE: May 15, 2023

RE: City Administrator Report

Annex

We have been approached by someone who is interested in purchasing the Annex from the City. The City has considered leasing the space but we have not discussed selling the building. Staff has done some preliminary research on the ability to detach services from City Hall and it is doable. We anticipate that we will have proposal from the potential buyer on a future Council agenda.

National Association of Realtors Grant

Last week I was informed by Dolly Matten, Executive Director of the Greater Lakes Association of Realtors, that they applied for and were awarded a grant to bring a team of professionals into Brainerd to explore potential properties that may be suited for housing developments. The group will be scheduling a visit where they will gather information and visit properties. There is a kick off meeting scheduled for Friday, May 12th.

Mills Land

The 733-acre Lively Auto Property located along Business Highway 371 is listed as pending for sale. The Community Development Department was approached by an interested party approximately one month ago. The interested buyer did not disclose their name or company and worked through a third-party realtor. They were interested in the land for outdoor recreational purposes in the short term with a potential for residential development at a future date..

CWC HRA Board

I received a call from Rosemary Franzen asking if I would be interested in serving on the Crow Wing County HRA Board. Before I accept the appointment, I wanted to inform the Council and see if there are any objections to this appointment.



City of Brainerd
IT/GIS Department Monthly Report
April 2023

Projects

- Airport technical migration completed, recreating of some resources still needed
- BCA security audit – various projects still underway to comply with audit requirements – VPN changes, firewall changes, network configuration changes, logging software, etc
- Mapping project for HRA small city development grant

Software

- Migrated most city department file shares from network servers to OneDrive (cloud)
- Initial steps of City website refresh, not redesign, just small updates on layout etc
- AutoCAD license renewal changed from network license manager to online Autodesk accounts
- Renewed ESRI (GIS) Enterprise License Agreement through Crow Wing County for 3 more years
- CivicClerk – agenda management software project preparation
- CivicRec – park reservation/registration software – ongoing learning and customization
- Continued implementation of IT asset tracking software and ticketing system

Hardware

- Tablets acquired and setup for park concessions
- Migration of virtual server newer physical host
- Migration of Police file server data to new hardware

Other

- IT/GIS Department Capital Budget updates
- Technical support for numerous meetings – City Council, Park Board, Planning Comm, EDA, etc.
- Staff: no network user added or removed
- Five Point Partnership – IT meeting (Brainerd, Baxter, Crow Wing, ISD181, CLC, plus others)

Statistics

Email: sent 8,876 (286/day), received 34,697 (1,119/day)

Cisco Secure Endpoint: 5.9M files scanned, 672K IPs scanned

YouTube – City of Brainerd channel 716 views, 109.4 hours watched



BRAINERD POLICE DEPARTMENT MONTHLY REPORT



BESTUL'S BOOYAH AWARD

Submitted by Officer T. Gleason: There was a shooting incident on 4/17/23 in which several officers responded, on short notice, while off duty to assist.

Jacob, with a smile on his face, chose to surprise his partners and purchase several pizzas to share with those who responded off duty, as well as those who had been at work well beyond their normal 10-hour shift.

Jacob's act of kindness exemplifies his willingness to be a team player and to go out of his way to help his partners. **BOOYAH!**



STAFFING & ASSIGNMENTS



New Community Service Officer / Police Intern Laura Bunde started with the police department on April 28th.

Laura is from Rosemount, MN, and was brought to the Brainerd Lakes Area for the up north feel. Laura found interest in the Brainerd PD due to the Department's community involvement.

Laura is finishing her first year as a law enforcement student at Alexandra Technical College and plans for a career in law enforcement.

CONDUCT ON PREMISES ACTIVITY REPORT

ICR	Date Reported	Title	Address	Summary
23005323	04/23/23	Conduct on Premises	710 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
April	1683	388	678	412	14.23 Minutes	56



OVERALL CALLS FOR SERVICE

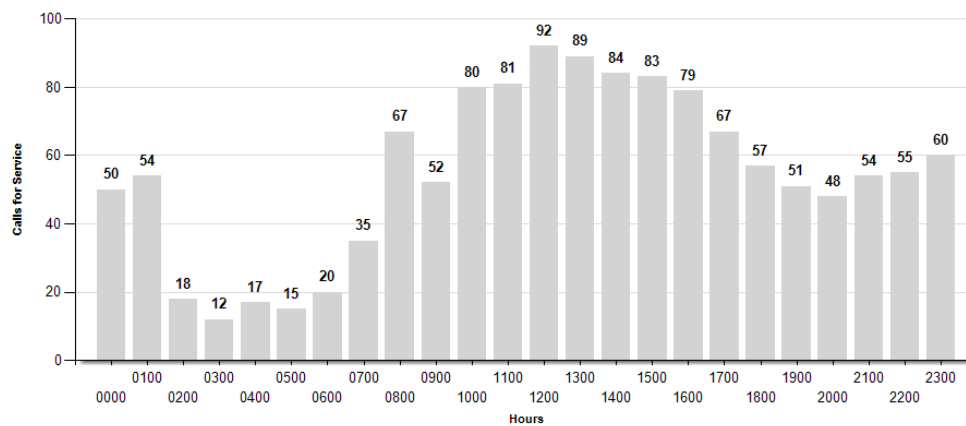
April	2023	2022
Number of Calls for Service	1320	1477



Calls for Service Hourly

4/1/2023 to 4/30/2023

Total Calls: 1377

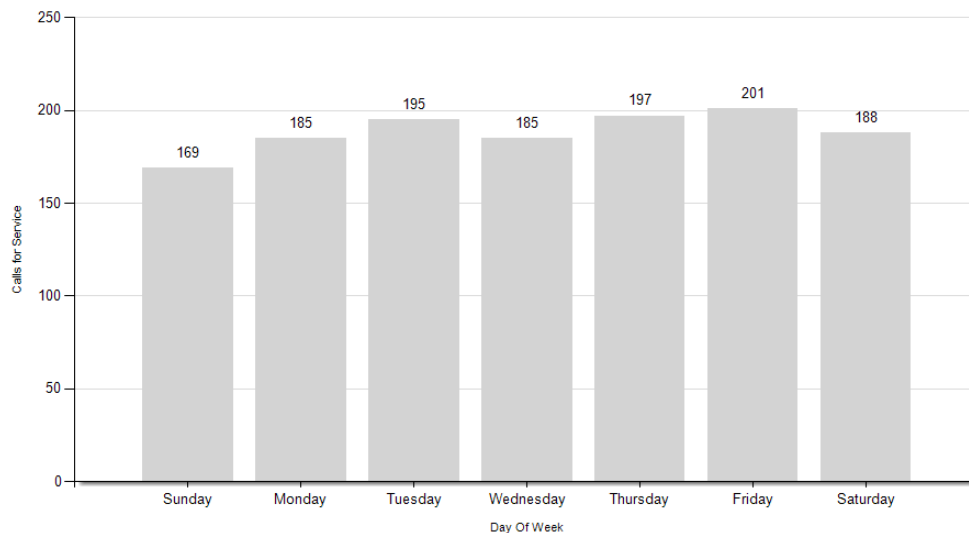


Calls for Service Day Of Week

Start Date: 4/1/2023

End Date: 4/30/2023

Total Calls: 1377



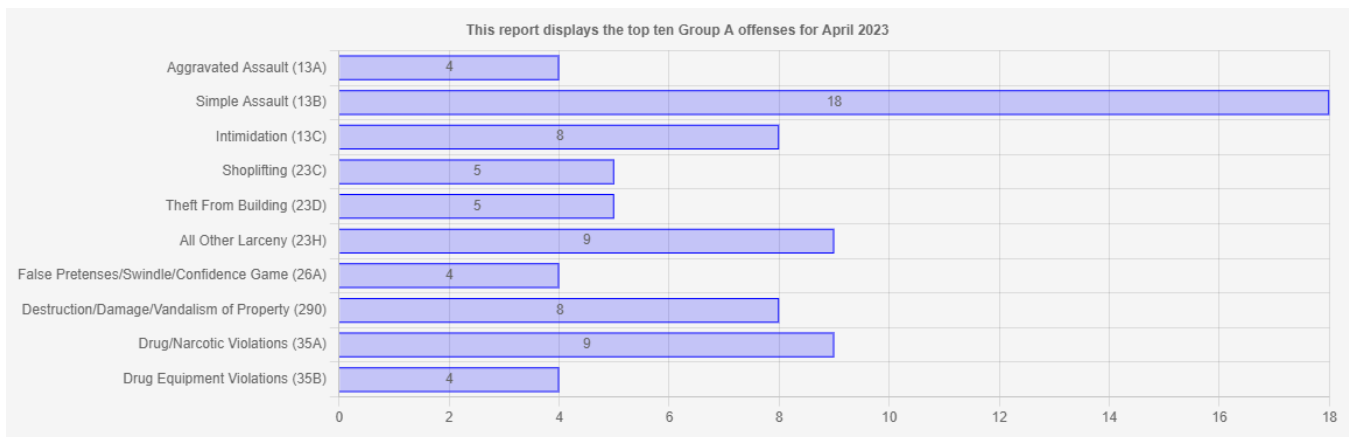
CRIME STATISTICS

Year to Date through April	2023	2022
Group A Offenses Known or Reported to Police	392	463
Group A and B Arrests	253	272

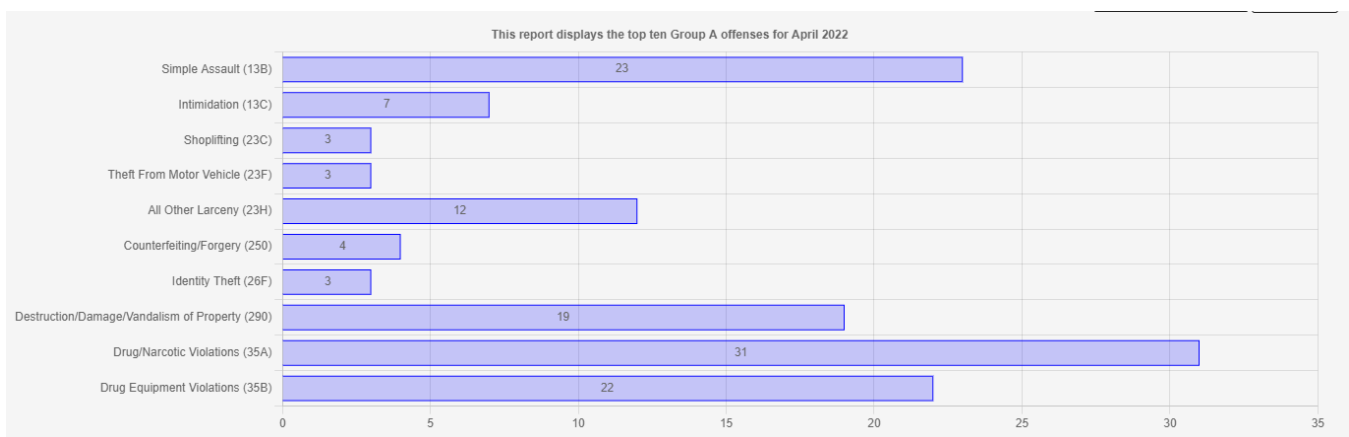
**** Note: 2023 totals do not include case files that have not yet been coded.**

TOP 10 GROUP A OFFENSES

April 2023

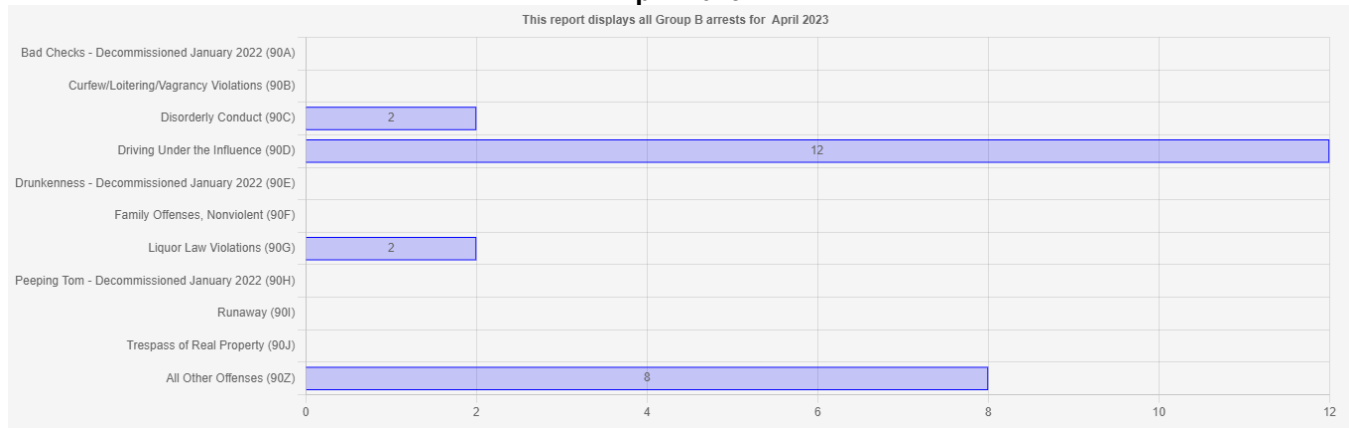


April 2022

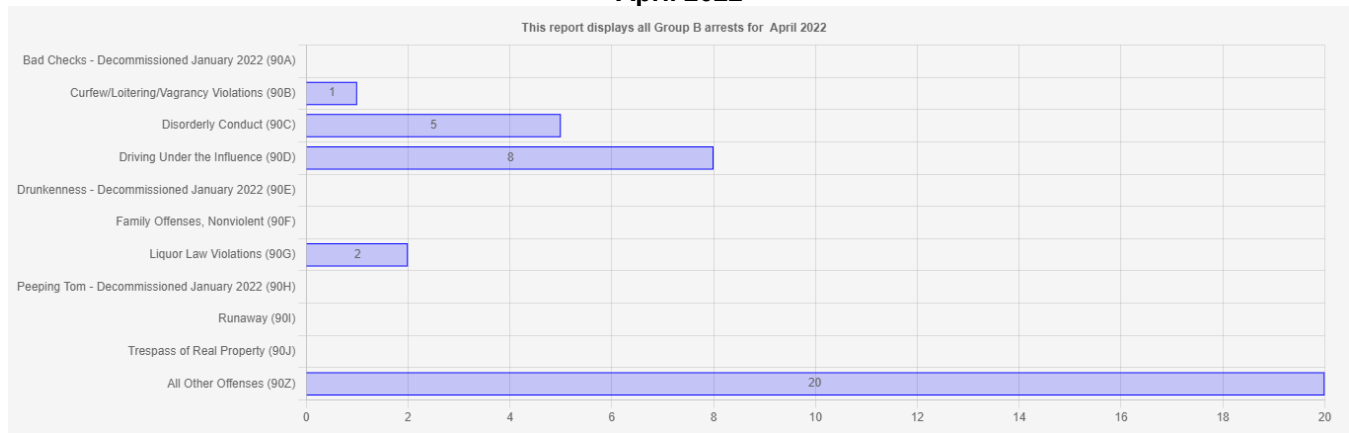


GROUP B ARREST DATA

April 2023



April 2022



CITATIONS, PARKING TICKETS, & WRITTEN WARNINGS

April	2023	2022
Citations (Inc. Parking Tickets & Written Warnings)	128	308

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

4	Dismissed
39	Paid in Full
1	Partial Payments Received
6	No Payment Received

Revenue Recapture Receipts:

2022 Total:	\$ 5,688.23
2023 To Date:	\$ 6,464.50

TRAINING & STAFF DEVELOPMENT**Adult Criminal Record Expungement**

The records lead attended a 4-hour course on adult criminal records expungements via Zoom. Discussion included how to implement and deal with the flow of data related to expungement, from demands for return of booking data under Minn. Stat. 299C.11 to responding to requests for expunged data.

Women in Command

The administrative supervisor attended a two-day interactive course conceived, constructed, and taught by successful female law enforcement executives. Female leaders have unique ideas, insight and solutions that make them invaluable. This course examined these qualities and offered tools to assist women in command.

Midwest Special Operations Training Association (MN SOTA) Conference

Two tactical officers attended the three-day MN SOTA conference in St. Cloud, participating in sessions on hostage rescue lessons learned and officer involved shooting with lessons learned, and a hands-on driving course of armored vehicles. Officers also attended a unique firearms competition, pairing up and competing against pairs from across the state.

Cellular Phones, Technology, Mapping & Analysis

Two investigators attended a three-day course on cellular phones, technology, mapping, and analysis that offered the students the opportunity to dive deep into the common data gathered during investigations. Students learned how to effectively analyze data contained within phones and how this data can be used to build strong cases. Additionally, students learned how to analyze call detail records and map cell tower data and received instruction on proper report writing and courtroom testimony. Practice exercises were provided throughout the course.

Intro to Cellular Phones & Data in Criminal Investigations

One investigator attended a one-day course designed for officers and investigators that focused on identifying, preserving, and collecting data during criminal investigations and how this data can be used to build strong cases. The course included an explanation of available law enforcement resources, proper evidence seizure techniques of cellular devices and the drafting of search warrants specific to records and data held by third parties. The course ended with a real-life case review in which investigators identified, arrested, charged and convicted a group of violent criminals through the use of data.

Law Enforcement Data Workshop

The administrative supervisor and records lead attended a law enforcement data workshop sponsored by the MN Data Practices Office (DPO). The workshop focused on key law enforcement provisions in Minnesota law, featuring discussions of general legal requirements, including juvenile data, traffic accident data, maltreatment investigations, and law enforcement videos. The workshop included real-life problem-solving scenarios based on actual inquiries to the DPO and question and answer sessions.

Executive Training Institute

The Chief and Deputy Chief attended the Minnesota Chief's of Police Association (MCPA) Executive Training Institute (ETI), which is a world class training event and EXPO attracting more than 400 law enforcement leaders from across Minnesota. The MCPA brought in national, regional, and local experts to share information and insights on some of the most pertinent public safety topics today.



Officers practice defensive tactics techniques during monthly department training.

COMMUNITY OUTREACH



Officers had a fun morning checking out the Easter Egg hunts at Gregory Park and the Northern Pacific Center on Saturday, April 8th.



The Brainerd Police Department and several other agencies within Crow Wing County were invited to Cuyuna Lanes in Crosby to bowl with some amazing kids. Thank you to Kinship Partners for putting on such a great event!

COMMUNITY OUTREACH



Finally, some amazing weather in the Brainerd Lakes Area! Officers and CSOs couldn't resist some time out of the patrol cars to play catch with a great group of youngsters.



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Authorize Hiring 2023 Temporary Employees

AGENDA: Consent Agenda

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert

DEPARTMENT: Human Resources

PRESENTER: Kris Schubert

ESTIMATED TIME (MIN): n/a

SUMMARY OF ISSUE:

Attached is a listing of 2023 summer temporary employees that recently received a conditional job offer and successfully completed their background checks. Also included is a notation if the employee is eligible for funding under Sourewell's Internship Program. Please note that if funding arrangements are approved by Sourcewell, Sourcewell will reimburse the City for wages paid up to \$14 per hour and up to 640 hours (approximately 80 working days).

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

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

RECOMMENDED ACTION/MOTION:

Motion to authorize the hiring of the 2023 Interns and summer temporary employees as presented on the attached listing.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: Unknown – depends on hours worked.

Is this budgeted? (Please Explain) Yes – Wages are included in the 2023 budget.

2023 Interns/Temporary Employee List

<u>Name</u>	<u>Job Title</u>	<u>Date of Hire</u>	<u>Hourly Rate</u>	<u>Budgeted Wage</u>	<u>Eligible for Sourcewell Funding</u>
1 Riley Simmons	GIS/IT Intern	5/22/2023	\$16.00	\$14.00 - \$16.00	Yes
2 Rex Block	BPU Summer Maintenance	5/22/2023	\$15.00	\$15.00	No
3 Mark Schmutzer	Parks Seasonal Maintenance	TBD	\$16.00	\$14.00 - \$16.00	No
4 Jon Hegre	Parks Seasonal Maintenance	TBD	\$16.00	\$14.00-\$16.00	No
5 Dennis Moore	Adult Softball Umpire	TBD	\$32/Game	\$32/Game	No

Submitted for Consideration for the May 15, 2023 Council Meeting



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: PH – 2022 MS4 Annual Meeting

AGENDA: Main Agenda

ACTION REQUESTED: Hold Public Hearing

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 10 Minutes

SUMMARY OF ISSUE:

Staff will have a short presentation on the City's MS4 Permit.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

After the presentation, a public hearing should be held.

RECOMMENDED ACTION/MOTION:

Staff recommends holding a public hearing to receive public comment on the City's MS4 Permit.

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

2022 Annual Storm Water Public Meeting

May 15, 2023

Jessie Dehn, P.E. – City Engineer/Public Works Director



1

Purpose of the Meeting

- To educate the public on the importance of storm water management
- Give an overview of the City of Brainerd's storm sewer system
- To give an update on the status of compliance with the Municipal Separate Storm Sewer System (MS4) Permit conditions
- Allow the public to comment on the SWPPP (Stormwater Pollution Prevention Plan) or implementation procedures



2

MS4 (Municipal Separate Storm Sewer System) Permit

- Issued Every 5 years by MPCA (Minnesota Pollution Control Agency) to City's/Townships with over 5,000 population.
- Permit regulates the discharge of stormwater into waters of the state.
- Requires that the permittee implement a SWPPP (stormwater pollution prevention plan).
- Requires that the permittee implement minimum control measures and standard operating procedures to reduce stormwater pollutants entering the MS4.



3

Storm Water Pollution Prevention Plan (SWPPP)

- City developed a SWPPP to address six minimum control measures set by MPCA
 - Public Education & Outreach
 - Public Participation & Involvement
 - Illicit Discharge Detection & Elimination
 - Construction Site Runoff Controls
 - Post-Construction Storm Water Management
 - Pollution Prevention/Good Housekeeping
- Goal of the SWPPP is to create Best Management Practices (BMP's) which will reduce or eliminate sediment and other pollutants from our lakes, rivers, and wetlands



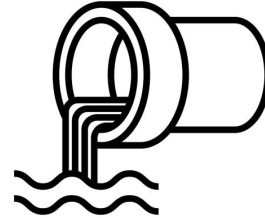
Minnesota Pollution
Control Agency



4

Storm Sewer System Overview

- Total Pipe in System
 - 303,600 LF (57.5 Miles) – Ranging in Size from 8” to 60”
 - Most is Reinforced Concrete Pipe
- Structures
 - 2,556 Catch Basin Structures
 - 580 Storm Manholes
- Outfalls
 - 84 Storm Sewer Outfalls (generally to Mississippi River, Little Buffalo Creek, or lowlands)
- Other Stormwater Structures
 - 44 Wet Detention Ponds - Used for treatment of stormwater before discharge
 - 32 Private Infiltration or Detention Ponds - Required per Section 725 City Code
 - 22 Rain Gardens – Used for sediment/phosphorus removal from run-off



5

Storm Sewer Fund

- Upgrades to City of Brainerd storm sewer system are made through the Storm Sewer Fund
- Residential Properties are all charged 1 REU
- 1 Residential Equivalency Unit (REU)= \$4.00 (2021)
- Commercial/Industrial Properties Fees are based on 1 REU per 1/12 Acre of Impervious surface, or 12 REU's per Acre.
- Total Current REU's:
 - 4,112 Residential
 - 5,791 Commercial/Industrial



6

MS4 Accomplishments in the Past Year

- Inspected 48 outfalls
 - Required to inspect 20% of total/year
- Inspected 22 ponds
 - Required to inspect 20% of total/year
- Inspected 14 Stockpiles
 - Required to inspect 4 times/year
- Inspected 22 Rain Gardens
 - Required to inspect 4 times/year
- Performed Maintenance as needed



7

MS4 Accomplishments in the Past Year

- Completed Brainerd Stormwater Design Manual
- Implementation of new Plans and Standard Operating Procedures
 - Public Education and Outreach Plan and SOP
 - Public Participation and Involvement Plan and SOP
 - Illicit Discharge Detection and Elimination/Spill Response Plan and SOP
 - Construction Site Erosion and Sediment Control and Post Construction Stormwater Management Plan and SOP
 - Pollution Prevention/Good Housekeeping for Municipal Operations Plan and SOP
 - Enforcement Response Plan
- Completed revisions to City Code to comply with new permit requirements
- All Plans and SOP's available here:
<https://www.ci.brainerd.mn.us/183/Stormwater>



8

MS4 Special Projects

- **Buffalo Hills Gully Remediation Project**
 - 90% Design Complete
 - Next Steps – Easements and 100% Plans
- **Stormwater Hydraulic and Hydrologic Model**
 - Modeled the entire City storm sewer system.
 - Looks for areas of localized flooding during 2-year, 5-year, 10-year, 50-year, and 100-year rain events.
 - Assists staff during capital improvement projects to upsize pipes properly from a system wide perspective.



9

Future Considerations

- **Shared MS4 Inspector Position**
 - Cities of Brainerd and Baxter have been developing details for a shared MS4 inspector position that would be shared between the two cities.
 - With the requirements of the new permit and upcoming TMDL reporting requirements, additional staff is required to ensure that the City stays compliant with the MS4 permit.
 - Position and agreement details will be brought to a future Council meeting.
- **TMDL – Mississippi River Brainerd**
 - Next Permit Cycle
 - City of Brainerd will be responsible for a portion of a Total Suspended Solid (TSS) Total Maximum Daily Load (TMDL) on the Mississippi River.
 - This means the City will need to track TSS reduction and report these figures to the MPCA to meet the City's target reduction.



10

What are the Impacts on You?

• Property Owners

- Do not blow or dump grass clippings or leaves into the streets or alleys.
- Prevent and/or report illicit discharges into stormwater, drainage ways, and other waters.
- Voluntary use of phosphorous-free lawn fertilizers.
- Proper disposal of household hazardous wastes.
- Prevent litter from trash cans or dumpsters.
- Ask Public Works staff about stormwater issues.



11

What are the Impacts on You?

• Developers/Contractors

- Implement BMPs and inspections to comply with the NPDES permit.
- Develop a project specific erosion and sediment control (ESC) plan.
- Proper management of construction site wastes and debris, such as concrete truck washout, building waste, garbage, etc.
- Implement Temporary BMPs for Runoff Control and Erosion Control, including but not limited to the following: Rock Entrance to site, Erosion Control Blankets or Stabilization Mats, Sediment Basins, Biorolls, Sediment Barriers, Silt Fence, Silt Curtains, Check Dams, and Inlet Protection.
- Implement Permanent BMPs for Runoff Control and Erosion Control, including but not limited to the following: Riprap Inlets/Outlets, Check Dams, Dikes, Sediment Basins/Ponds, and Turf Establishment.



12

Poor Practice Examples

- Grass clippings blown into the street; stormwater intake will take clippings to the river.



13

Poor Practice Examples

- No erosion control measures will likely lead to soil washing into the drainage way in the back or into the curb.



14

Good Practice Examples

- Good hydro-seeding example.



15

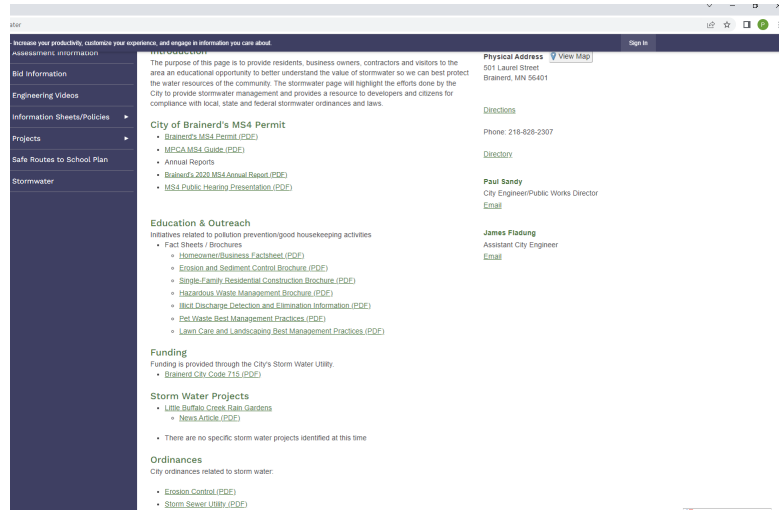
Good Practice Examples

- Perimeter controls around the entire site to prevent runoff.



16

Visit the City of Brainerd's Stormwater Page...



17

Questions??

- Information is posted on the City's website
- Contact staff if there are concerns or questions
 - Phone: (218) 828-2307

Jessie Dehn, P.E.
 City Engineer/Public Works Director
 (218) 828-2307
 JDehn@ci.brainerd.mn.us

THANK YOU!!!



18

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

May 15, 2023

7:15 PM

2nd Floor Conference Room

WebEx Teleconference Call-In Information Call Toll-

Free: 1-844-992-4726 Access Code: 2492 560 7589

1. Consider Waiving Nuisance Assessment at 702 2nd Ave NE
2. Consider Magnuson Separation Agreement as Recommended by the Public Utilities Work Group and Public Utilities Commission
3. Accept Resignation of Public Works Administrative Specialist Cari LaRose and Authorize Hiring Process
4. Discussion of Outdoor Library Pickup Lockers at the Brainerd Public Library



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Consider Waiving Nuisance Assessment for 702 2nd Ave NE

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: James Kramvik, CDD

DEPARTMENT: Community Development

PRESENTER: James Kramvik, CDD

ESTIMATED TIME (MIN): 3 min

SUMMARY OF ISSUE:

The previous owner of 702 2nd Ave NE, Jeremy S. Lemoine, was issued the following citations for the 2022 assessment year (September 2021 – August 2022), payable in 2023:

EN21-1018: 9/8/21 Junk/Blight \$100

EN21-1019: Unlicensed/Inoperable vehicle \$500 (there were 5 citations issued between 9/8/21-10/6/21)

There is an administrative fee of \$25 added to each citation when they are transferred to assessments. 100+500+150 = \$750.00 Assessment.

The new owner of the property, Mr. Wingnall, purchased the property from a sheriff's sale and ownership of the property was recorded with Crow Wing County on 10/12/2021. The original recording with the County had an incorrect mailing address for Mr. Wingnall so he never received the notice for a public hearing for the proposed assessment which was mailed on 10/18/2022 nor did he receive the final assessment letter. Mr. Wingnall has since updated his mailing address with Crow Wing County and was finally aware of the assessment when he received his 2023 tax statement. Since Mr. Wingnall purchased 702 2nd Ave NE, he has addressed the issues with property, improved the property, and there have been no further nuisance violations. The nuisance assessment was for citations only and is not a result of an abatement or improvement to the property.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

A sheriff's sale occurs when a property is foreclosed on. There is no assessment search that is ran on the property prior to the sale as opposed to a property that goes tax forfeit or in a normal property sale. This is a unique situation in regard to the type of purchase and the sale occurring so close to the public hearing for proposed assessments. In a typical land sale, City Staff receives an assessment search from the purchaser of the property. The assessment search indicates pending assessments on the property and all open citations and abatements that have not been paid.

RECOMMENDED ACTION/MOTION:

Staff recommends waiving the \$750 nuisance assessment for 702 2nd Ave NE. (PID 41191490)

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$750

Is this budgeted? (Please Explain) No



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Consider Approval of Magnuson Separation Agreement

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Public Utilities Work Group
and Brainerd Public Utilities Commission

DEPARTMENT: Human Resources

PRESENTER: Kris Schubert & Jennifer Bergman

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE:

When considering options for the Public Utilities Department reorganization, one of the recommendations made by the Public Utilities Work Group was a severance package for Mr. Scott Magnuson as the BPU Superintendent position was eliminated and he was not selected for the Public Utilities Director position. The recommended severance package includes approval of a separation agreement. The basic terms of the separation agreement are that in exchange for a full release of claims, Mr. Magnuson would receive six months salary and payout of his accrued sick leave hours as of May 1st (the date his position was eliminated). Mr. Magnuson agreed to the terms and his signed copy of the separation agreement is attached.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Brainerd Public Utilities Commission, at its April 25, 2023, meeting discussed the terms of the separation agreement and unanimously recommended approval. Please note that per City Policy, Mr. Magnuson will receive payout of his accrued vacation hours as well.

RECOMMENDED ACTION/MOTION:

Motion to approve the separation agreement with Mr. Scott Magnuson as presented.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$141,495.06 = Payout of six months salary plus all accrued sick leave hours

Is this budgeted? (Please Explain) Yes – The payout terms of the agreement will be offset by the Superintendent's wage included in the 2023 budget and accrued liability balances.

SEPARATION AGREEMENT

This Separation Agreement ("Agreement") is entered into between the City of Brainerd ("City"), and Scott Magnuson ("Employee"). The City and the Employee are hereinafter collectively referred to as the "parties" and individually as a "party."

WHEREAS, the Employee wishes to resign effective May 1, 2023, and the City is amenable to such a resignation.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained in this Agreement, including the payment of monetary sums, the relinquishment of certain legal rights, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Resignation.** The Employee hereby irrevocably resigns his employment with the City effective May 1, 2023. The Employee understands and agrees that his resignation is irrevocable once the City Council takes official action to approve this Agreement. The City hereby accepts the Employee's irrevocable resignation.
2. **Status Pending Resignation.** Beginning April 19, 2023, through the effective date of the Employee's resignation, the employee will be placed on paid administrative leave. The Employee agrees that he shall perform no work for the City, nor communicate with other City employees, contractors, or members of the public on behalf of the City, during this period, without the prior express, written, approval of the City Administrator or HR Director.
3. **Pay Pending Resignation.** The Employee will be paid at the hourly rate of \$79.85 for each hour of paid administrative leave served, pursuant to this Agreement.
4. **Consideration.** In consideration for the Release of Claims contained in this Agreement, the City agrees to pay the Employee the following:
 - A. **Severance.** The City will pay the Employee at his regular daily rate of pay for six (6) months' salary plus all sick leave that the Employee had accrued, but unused, as of the resignation date in the amount of \$141,495.06. This payment shall be taxable income to the Employee unless directed to a tax-deferred account as requested by the Employee and the Employee verifies said payment is allowed by the Internal Revenue Service.

By signing this Agreement, the Employee acknowledges that he would not be entitled to the payment contained in Paragraph 4 of this Agreement if the City terminated his employment or he resigned not in good standing. The payout of the Employee's accrued vacation as of his resignation date and his Opt-Out health insurance payment for May will occur regardless if the Employee agrees to and signs this agreement.

5. **No Other Benefits.** This Agreement satisfies all obligations between the parties. Except for the payments specifically described herein, Employee shall receive no other salary, compensation, or benefits from the City after the resignation date. With the exception of the payments described herein and any partial salary payment owed to Employee by virtue of his employment with the City prior to May 1, 2023, Employee shall have no claim to any additional compensation.
6. **Release of All Claims.** In consideration of the payments and covenants described in this Agreement, as well as other good and sufficient consideration, Employee, on behalf of himself, his heirs, successors or assigns, agrees to and does himself release, acquit and forever discharge the City and all current and former employees, officials, council members or agents of the City, and their heirs, successors, executors, administrators and assigns (hereinafter "Released Parties") from any and all manner of action or actions, suits, damages, judgments, levies and executions, whether known or unknown, liquidated or unliquidated, fixed or contingent, which he has ever had, has or ever can, shall or may have or claim to have against the City and the Released Parties, from any act or thing occurring prior to or concurrent with the date of the execution of this document. This Release of All Claims includes all claims arising out of or related to Employee's employment with the City, whether sounding in contract, tort, including negligence, or statute, Employee may have or claim arising out of the acts or practices of the City or any of the Released Parties arising prior to or concurrent the execution of the Release. Employee, without limiting the general waiver in this Agreement, also specifically waives any and all claims arising under federal law, the U.S. Constitution, 42 U.S.C. § 1983, the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act ("ADA"), the Consolidated Omnibus Reconciliation Act of 1985 ("COBRA"), and the Early Retirement Income Security Act ("ERISA"), and any claims arising under state, City or municipal law, including without limiting those under the Minnesota Human Rights Act, Minnesota Data Practices Act, Minnesota Open Meeting Law, unlawful employment practices, retaliation, negligence, negligent training and supervision, defamation and defamation per se, breach of contract, breach of implied covenant of good faith and fair dealing; interference with contract, breach of fiduciary duty or other duty, conspiracy, aiding and abetting, promissory

estoppel, equitable estoppel, any intentional torts, emotional distress, any applicable workers' compensation law, or for any claim of punitive damages, attorneys fees, bonus, sick leave, holiday pay, vacation pay, life insurance, medical and health insurance or any other fringe benefit, or disability which resulted or may result from alleged acts or omissions of City. Employee understands that by signing this Agreement, he is specifically waiving and releasing any claims he may have under the Minnesota Human Rights Act, the Federal Civil Rights Acts and the Americans with Disabilities Act arising prior to or concurrent with the execution of this Release.

**Rescission of Release of Claims under
the Minnesota Human Rights Act**

Employee hereby expressly acknowledges that the City has informed him in writing of his right under Minn. Stat. § 363A.31, to rescind this Release with respect to any charges or claims under Minnesota Human Rights Act, within fifteen (15) calendar days of its signing.

Employee understands that for the rescission to be effective, it must be delivered to City Attorney, Joseph J. Langel, Ratwik, Roszak & Maloney, P.A., 444 Cedar Street, Suite 2100, St. Paul, Minnesota, 55101, personally or by United States mail within the 15-day period. If delivered by mail, the rescission must be postmarked within the 15-day period, properly addressed to Mr. Langel, and sent by certified mail, return receipt requested.

**Rescission of Release of Claims under
the Age Discrimination in Employment Act**

Employee hereby expressly acknowledges that the City has informed him in writing of his right to review and consider this Settlement Agreement and Release of Claims for a period of twenty-one (21) days. If he signs this Settlement Agreement and Release of Claims before the twenty-one (21) days have elapsed from the date on which he first received a copy to review, he will be voluntarily waiving his right to the full twenty-one (21) day review period.

The City has also informed Employee that after he signs this Settlement and Release of Claims he will have seven (7) days during which he may rescind his waiver of any claims arising out of the Age Discrimination in Employment Act.

Employee understands that for the rescission to be effective, it must be delivered to Joseph J. Langel, Ratwik, Roszak & Maloney, P.A., 444 Cedar Street, Suite

2100, St. Paul, Minnesota, 55101, personally or by United States mail within the 7-day period. If delivered by mail, the rescission must be postmarked within the 7-day period, properly addressed to Mr. Langel, and sent by certified mail, return receipt requested.

7. **Effect of Rescission.** If Employee rescinds or revokes any part of the Release of All Claims contained in this Agreement, the Employee's resignation from employment at the City will remain in effect and the remainder of this Agreement will remain in full force and effect, except that the Employee shall not receive the payments described in Paragraph 4 of this Agreement and the Employee's resignation shall be considered to be "not in good standing" for purposes of computing the Employee's severance pay under City policy.
8. **Tax Consequences.** Employee acknowledges and agrees that he is solely responsible for payment of taxes, penalties, costs, and assessments, if any, that may be incurred as a result of receiving the payments described in this Agreement and that the City will have no responsibility whatsoever for any such related tax liability. Employee agrees that neither the City nor any of its agents, employees, or representatives have made any promises or representations regarding the taxable nature or consequences of any payment made pursuant to this Agreement or the impact that Employee's resignation may have on his ability to contribute to, or receive benefits from the PERA, or other retirement program in which Employee may have participated.
9. **Compliance with Data Privacy and Records Retention Laws.** The parties agree that the City is bound by the Minnesota Government Data Practices Act ("MGDPA"), the Minnesota Records Retention Act and other applicable law. Employee agrees that, during the course of his employment with the City, he had access to data subject to the MGDPA. Employee agrees to maintain and disclose such data only in conformity with the MGDPA and other applicable laws.
10. **No Admission of Wrongdoing.** This Agreement is made to ensure a clean separation of employment. This Agreement may not be construed as an admission of liability or wrongdoing by or on behalf of the Employee, the City, or any party identified in interest with the parties. Pursuant to Minn. Stat. § 13.43, subd. 2, the specific reason for the settlement of this matter is to resolve the employment relationship in an expeditious and amicable fashion.

11. **Minnesota Law and Forum.** This Agreement will be construed and interpreted in accordance with applicable laws of the State of Minnesota, regardless of whether any change occurs in Employee's domicile or status as a resident of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement.
12. **Mutual Drafting.** This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party, regardless of which party drafted any the Agreement or any portion thereof. The Agreement shall for all purposes be deemed to have been mutually drafted.
13. **Severability.** The provisions of this Agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstance is held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions in this Agreement will not in any way be affected or impaired thereby.
14. **Return of the City Property.** Employee shall promptly return all property belonging to the City, including, but not limited to, any data collected or maintained pursuant to Employee's job duties (whether stored electronically or in any other medium) and any keys or ID badges.
15. **Non-Disparagement.** Employee agrees that he will not disparage the City, its current and former employees, officials, council members or agents of the City, either verbally or in writing, nor will he knowingly authorize such statements or remarks; provided, however, that nothing in this provision will be deemed to prevent Employee from applying for unemployment insurance compensation benefits, from truthfully responding to any questions that are asked of him in connection with any legal proceeding, from releasing or consenting to the release of personnel data on himself, from providing truthful information to the EEOC or a similar governmental agency, or exercising such rights as are specifically protected under applicable law, including the Minnesota Government Data Practices Act. This provision shall not be interpreted to prevent the City from disclosing, or refusing to disclose, public or private personnel data in accordance with the Minnesota Government Data Practices Act.
16. **Bear Own Costs.** The parties shall each bear their own costs, disbursements and attorneys' fees.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the Employee's employment with the City. No party has relied upon any oral statements or promises that are not set forth in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by both parties.
18. **Counterpart Agreement.** This Agreement may be signed in counterpart, and once executed by all the parties, whether in a single instrument or several instruments, shall constitute the agreement of the parties for all purposes.
19. **Complete Agreement.** By signing this Settlement Agreement and Release of All Claims, the parties hereto acknowledge and admit that they have read the Settlement and Release Agreement. They further acknowledge that they fully understand and agree to the terms and implications of the Agreement. The terms of this Release are contractual and not mere recitals and set forth and constitute the entire agreement reached between the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated.

Date: 5-1-2023



Scott Magnuson

CITY OF BRAINERD

Date: _____

by _____
Its Mayor

Date: _____

by _____
Its Council President



Brainerd City Council Agenda Request

MEETING DATE: 05/15/2023

TITLE OF ITEM: Accept the Resignation of Administrative Specialist Cari LaRose

AGENDA: P&F Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Kris Schubert & Jessie Dehn

DEPARTMENT: HR & PW

PRESENTER: Kris Schubert

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE:

Administrative Specialist Cari LaRose has submitted her notice of resignation with her last working day being May 19, 2023. Staff requests that the Council accept Ms. LaRose's resignation; further, to authorize Staff to initiate the hiring process for the position. There are no recommended changes to the job description at this time.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

During the hiring process, several staff will be asked to assume some of Ms. LaRose's duties. With that said, Staff plans to hire a temporary Recreation Intern primarily for scheduling our park facilities and to assist our Recreation Coordinator as needed. The Recreation Intern hiring recommendation will be included on a future Council agenda. Staff also plans to contact Sourcewell after the individual is hired to seek approval of the Sourcewell Internship Funding opportunity.

RECOMMENDED ACTION/MOTION:

Motion to accept Administrative Specialist Cari LaRose's resignation effective May 19, 2023; further, to authorize Staff to initiate the hiring process for Administrative Specialist – Public Works Department position.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: The hiring process cost is approximately \$1,500 plus additional costs for temporary employee coverage as needed.

Is this budgeted? (Please Explain) The hiring process costs will be offset by the wage budgeted for the position when the position is vacant.

May 1, 2023

Jessie Dehn

City of Brainerd

Good morning, Jessie,

I am writing this letter to formally resign from my position as Administration Specialist for the City of Brainerd Public Works Department. I have enjoyed learning this position and working with all the City staff here at the City of Brainerd. Unfortunately, I have another opportunity that I cannot walk away from at this time. My last working day will be May 19, 2023.

Sincerely,

Cari LaRose

A handwritten signature in blue ink that reads "Cari LaRose". The signature is written in a cursive, flowing style.



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Discussion of Outdoor Pickup Lockers at Brainerd Public Library

AGENDA: P&F Committee

ACTION REQUESTED: Discussion Item

SUBMITTED BY: Connie Hillman

DEPARTMENT: Finance

PRESENTER: Connie Hillman

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Please see the attached letter, quote and pictures from the Library Board President. The Friends of the Brainerd Public Library will be paying for the purchase and installation of outdoor pickup lockers that will go east of the library entrance. The lockers will allow patrons to collect the materials they have reserved at any time, not just during library operating hours. The lockers are built to protect the library materials and there are several units in Minnesota and the Upper Midwest.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Although the initial purchase and installation is being paid for by the Friends of the Brainerd Public Library, the operating costs, electrical cost, insurance and repairs and maintenance will be covered by the local Library Board which the City levies a certain amount each year for the maintenance and operations of the Library. The operating costs are unknown at this time. The licensing fee will be paid by KRSL.

Therefore, the Library Board wanted the City Council and City Staff to be aware of the potential purchase as the operating costs will be paid for by the Library board and the unit will be affixed to the building which is City property.

RECOMMENDED ACTION/MOTION:

Discussion of the outdoor pickup lockers at the Brainerd Public Library. Motion if the City is for or against the lockers.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: Operating costs, part of Library Board's budget

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

Brainerd Public Library
416 South Fifth Street,
Brainerd, MN 56401
www.krls.org
Phone: (218) 829-5574

Contact: Laurel Hall
Brainerd Public Library Branch Manager
HALLL@KRLS.org

RECEIVED



MAY 03 2023

Wednesday, April 26, 23:

**CITY OF BRAINERD
ADMINISTRATION**

Dear City Council Members and City staff,

The Friends of the Brainerd Public Library have agreed to fund the purchase and installation of outdoor library pickup lockers on the outer wall of the Brainerd Public Library, to the east of the main entry. The BPL city library advisory board is requesting review by the city of these initial plans to ensure that the city is aware of the project and has an understanding that initial expenses will be paid for by the Friends of the Brainerd Public Library, but there is the potential for future costs that may fall to the Brainerd Public Library. For example, if major damage is sustained in a storm, the Brainerd Public Library's facility insurance would be used to repair or replace the unit, and electrical costs to run the control unit will be a part of the Library's Brainerd Public Utilities bill. The software license costs will be paid from the Brainerd Automated Repair and Replacement fund held by KRLS. The initial quote (attached) is from the library technology company Bibliotheca, but Branch Manager Laurel Hall is also seeking out bids from other companies.

The intent of the project is to enable library patrons to collect their reserved materials any time of day, whether the library building is open or not. When patrons request materials, they would select the Brainerd lockers as their pickup location, and then be notified when they are ready. They then simply scan their library card or the barcode in their library app, enter their PIN, and the correct locker opens, at which point the materials are checked out to them automatically.

These locker systems are built to withstand the elements and protect library materials, and there are many working units in Minnesota and throughout the Upper Midwest. Please see the attached information for photos and details of the project.

Please contact Brainerd Public Library's Branch Manager, Laurel Hall, with any questions on the project. We look forward to hearing from you.

Karen Strobel

Thank you,

Brainerd Public Library Board

Karen Strobel, President

Brainerd Public Library Outdoor Remote Pickup Lockers

Estimated Project Costs

	Estimated cost	Paid for by:
39-bin Unit (17-bin control unit plus 22-bin add-on unit)	\$19,628.11	Friends of the Library
Shipping	\$4,400.00	Friends of the Library
Pre-site survey	\$563.72	Friends of the Library
Staff training	\$918.00	Friends of the Library
LibraryConnect device subscription (to manage software on device)	\$288.30/year	Brainerd technology reserve held by KRLS
Removal of brick planter	TBD	Done by CWC Facilities staff via Shared Services agreement, supplies paid for by Friends of the Library
Concrete pad installation	TBD	Friends of the Library
Electrical wiring and ethernet connectivity installation	TBD	Friends of the Library
Color wraps for units	~\$4,000	Friends of the Library

4/26/2023



Bill To

Brainerd Public Library
Laurel Hall
416 S. 5th Street
Brainerd MN 56401
United States

Ship To

Brainerd Public Library
Laurel Hall
416 S. 5th Street
Brainerd MN 56401
United States

Quote QUO-US09411

Date 01/05/2023

Customer: C0000353-US
Quote Expiration: 04/05/2023

Payment Terms: Net 30 Days
Sales Rep: Kyle Kigin

Item	Quantity	Net Price	Net Extended
Freight White Glove Service SHP000002-000	1	4,400.00	4,400.00
Remote Locker, Outdoor Control unit 17 - with Wall-mount Kit - North America market RML000100-000	1	12,505.50	12,505.50
Remote Locker, Outdoor - 22 door add on - with Wall-mount Kit - North America market RML000101-000	1	7,122.61	7,122.61
Introduction to remoteLocker EDU020011-000	1	918.00	918.00
libraryConnect™ Devices subscription - 1 license / device SWR000004-000	1	288.30	288.30
PRE-SITE SURVEY SVC000003-000	1	563.72	563.72
Total:			25,798.13
Currency:			US Dollar

Terms and Conditions:

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, A copy of Tax Exemption Certificate is required with purchase order for all taxexempt customers.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60-day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

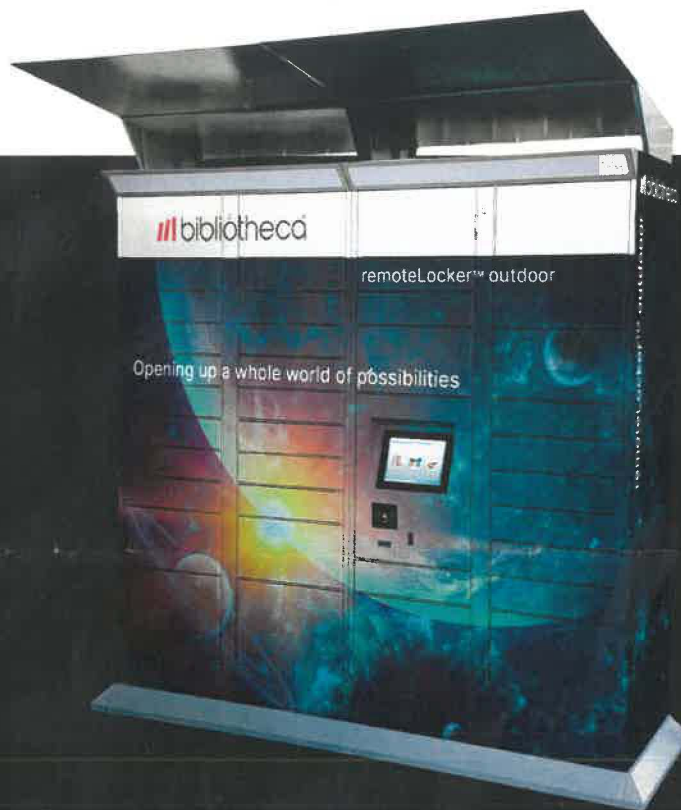


remoteLocker outdoor

OFFER 24/7 LIBRARY HOLDS PICKUP ANYWHERE

Designed to extend the coverage and accessibility of the library, remoteLocker outdoor offers convenient self-service holds pickup in parking lots and other outdoor spaces.

Included quickConnect software provides patrons easy access to account information, and available integration with uniFi+ allows the remoteLocker screen to act as a digital billboard broadcasting important library information and messages.



IP54 RATED



MODULAR + EXPANDABLE
MEET LIBRARY NEEDS



CENTRALIZED CONFIGURATION
+ REPORTING



ILS INTEGRATION



GRAPHIC WRAP COMPATIBLE
EXTEND YOUR LIBRARY BRAND

FEATURES & BENEFITS

Improve patron experience with 24/7 holds pickup in any location

Drive awareness of library services and programs with digital billboard on locker screens

Provide equitable access to those with non-traditional schedules

Increase staff efficiency and streamline curbside pickup

Reach new users in your community

Intuitive, easy to use touchscreen interface

MAXIMIZE YOUR IMPACT

Outstanding alone; stellar together

Every product in Bibliotheca's ecosystem is designed with unique capabilities that allow them to work together to solve libraries' most pressing problems.

remoteLocker outdoor integrates with:



uniFi+
digital library communications on every library screen



selfCheck
harmonized checkout experience inside and outside the library



sales@bibliotheca.com



1.800.328.0067

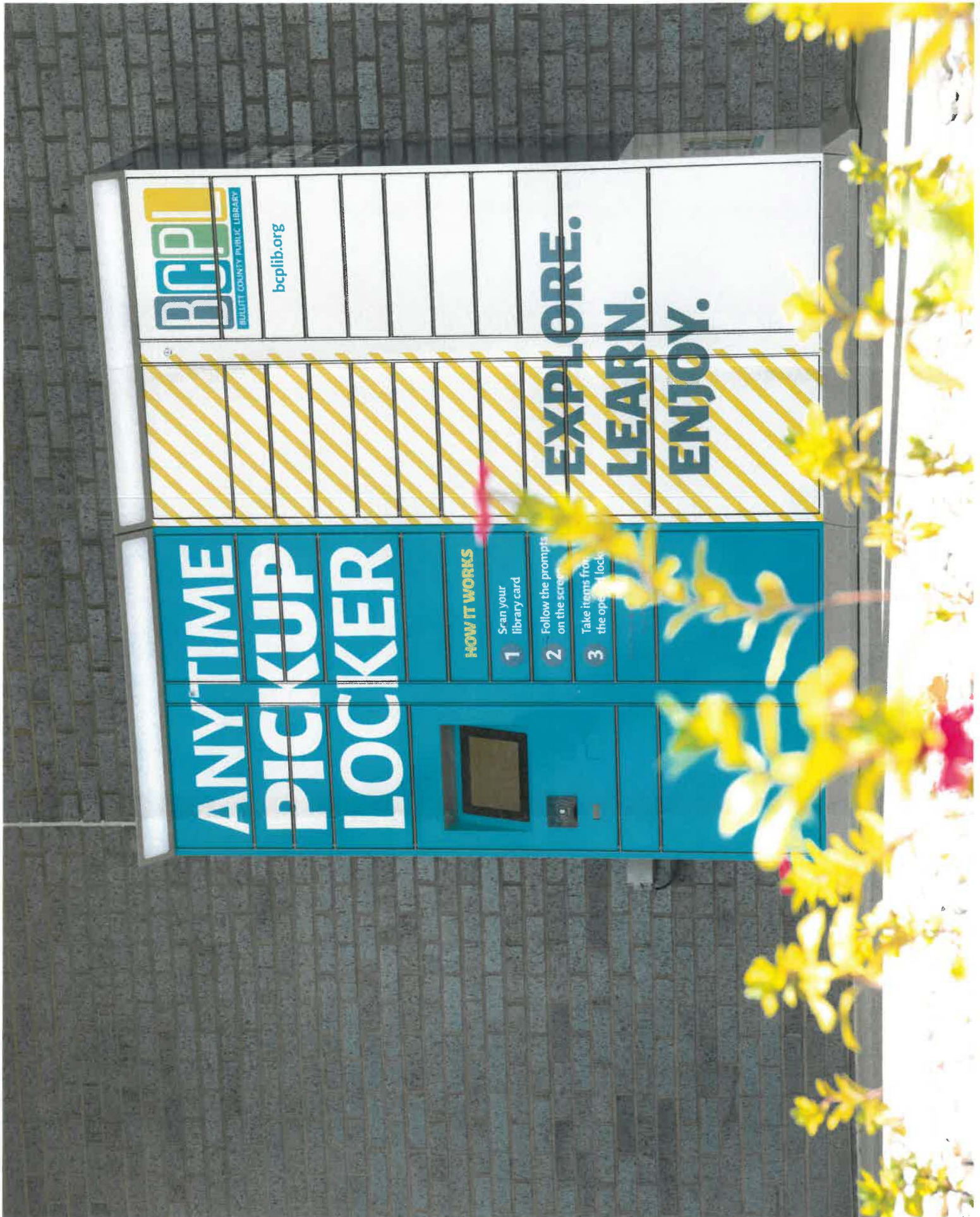


www.bibliotheca.com

Picture: Example of a remote locker at the front of a library



Picture: Example of a remote locker at a library



Picture: Example of where the locker at the Brainerd Public Library would be placed. At the east of the main entrance.



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

May 15, 2023

6:45 PM

Council Chambers

WebEx Teleconference Call-In Information Call Toll-Free:

1-844-992-4726 Access Code: 2481 307 7225

1. Approve Event/Street Closure Application- Memorial Day Parade & Event
2. Consider Request from Brainerd Restoration for Outdoor Seating Downtown Brainerd
3. Adopt Resolution Accept LMC Grant Navigator Funding
4. Approve Transit Fare Increase for Brainerd
5. Approve WSB Contract Amendment- Harrison Safe Routes to School
6. Request to Award Improvement 22-06- Harrison Safe Routes to School (SRTS)
7. Discussion Regarding Improvement 21-15- Buffalo Hills Gully Remediation Project



Brainerd City Council Agenda Request

MEETING DATE: 05/15/2023

TITLE OF ITEM: Approve Event/Street Closure App- Memorial Day Parade and Ceremony

AGENDA: SPW Committee

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jessie Dehn

DEPARTMENT: Engineering

PRESENTER: Jessie Dehn, PW Director

ESTIMATED TIME (MIN): 3 min

SUMMARY OF ISSUE:

Attached to this request is the event/street closure application for the annual Memorial Day Parade and Ceremonies, to take place on 5/29/2022 from 9 AM - 11 AM at the Laurel Street bridge (ceremony) and on B Street/3rd Avenue NE (parade route).

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The day's ceremonies will start at 9:00 AM with a ceremony honoring those lost at sea. Then, the event will proceed to the All Vet Memorial and will honor military men and women whom have died in service to their country. The festivities will then move to B Street and 3rd Avenue NE where the parade will move to Evergreen Cemetery, where a short ceremony will also take place. For the events, there will be amps with microphones, and some slight amplification of sound. There will be no restrooms provided. No parking signs will be placed along the route for the parade. A street closure at the Laurel Street bridge is being requested by the applicant. There will be rifle salutes at the Bridge around 9:15. The applicant has attached a map with closures, etc. that are being requested. Staff will present out on the conditions/comments from staff at the meeting.

RECOMMENDED ACTION/MOTION:

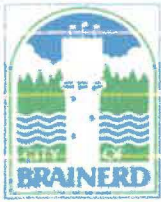
Staff recommends approval of the attached application under the conditions listed on the application.

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: 5-10-2023

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.

RECEIVED

MAY 10 2023

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

CITY OF BRAINERD
ADMINISTRATION

Name of event: Memorial Day Ceremonies & Parade

Organizer Information

Organizer's Name: Brainerd Memorial Day Committee
Organizer's Address: VFW Brainerd
Event Contact Person: Randy Aldous
Event Contact Daytime Phone: 218-330-1415
Event Contact E-mail Address: Randy@raldous.net
Contact Name/Number Day of Event: Randy Aldous
For Profit/Nonprofit Status (type): non-profit

Applicant information (if different from the event organizer):

Applicant Name: As Above
Applicant Address: _____
Applicant Phone: _____
Applicant E-mail Address: insurance has been obtained

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
5/29/2023	9 ⁰⁰ AM	9 ²⁰ AM	Laurel St. Bridge Ceremony
"	9 ⁴⁵ AM	9 ⁵⁵ AM	All Vets Memorial Ceremony
5/29/2023	10:30 AM	11:00 AM	Parade to Evergreen Cemetery (see below)

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:

Memorial Day Ceremonies start @ 9:00 AM @ the Laurel St Bridge, honoring those lost @ sea. Then, proceed to All Vet memorial honoring all men & women that died in service of their country. We will also acknowledge the Babylon Death March. 10:30 The parade will begin @ "B" street east to 3rd Ave NE, then to Evergreen Cemetery. ~~Start~~ Staging will be @ 1st Ave NE & "B" street around 10:15 AM.

Site Information

Electrical usage

☒ Yes

☐ No

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

Amp for microphone There is power @ the budge,
All vets memorial & Evergreen cemetery.

Amplified Sound

☒ Yes

☐ No

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

Restrooms provided

☐ Yes

☒ No

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

Company contracted for restrooms: _____

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

Signs, banners, and/or posters/flyers

☐ Yes

☒ No

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

A committee member the posting signs no parking
Signs along the route

Trash Receptacle Disposal

☐ Yes

☒ No

Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

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

Close Laurel St @ SW 4th & East river Road. @ 8⁴⁵ AM to 9³⁰ AM.

Close 1st Ave NE from "B" street north to "D" street for staging which will start @ 10:15 AM. (See below)

Date and time for beginning of street closures: As Above

Date and time for reopening of streets: As Above

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.

Sidewalk will be open, as many residents watch from their front yard. FYI. There will be rifle salutes @ the Bridge (abt 9:15) All Vets (9:50) Evergreen Cemetery (11⁰⁰)

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.

The parade starts @ 10:30 east to 3rd Ave NE North to Evergreen Cemetery. Progressive opening as parade continues

* Also if the FD would display their large flag if weather permits.
Thank you

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



Print Name

For Official Use Only

Department Sign-offs Required

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

Event Application Approval

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

City Administrator

Date

Approval Conditions

Submit required insurance certificate prior to the event

Request traffic control 1 week prior to the event Shawn 218-513-4412

All signs and banners should be removed at event conclusion

Coordinate with police department staff on event needs

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):

Contacts, Permits, and Fees Checklist

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

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

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

Contact Information

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



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Consider Request from Brainerd Restoration for Outdoor Seating Downtown Brainerd

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Jennifer Bergman

DEPARTMENT: Admin

PRESENTER: James Kramvik/Brainerd
Restoration

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE:

We received a request from Brainerd Restoration to incorporate freestanding round planters to accommodate seating and a table for customers of downtown businesses (see attached email). This project would be similar to the project they did in 2015 where they partnered with CLC's welding class to create a bike rack which is now located in the road ROW. They worked with CLC to design the rack and city officials to place the rack.

Also attached is a pdf that provides a visual for the proposed location, photos of their 2015 project and some images that provide you with some potential design ideas for what the outdoor seating could be as well as how we would potentially enhance an existing planter area (see attached).

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

They would like to also promote this as an opportunity for a local business or organization to "Adopt a Planter", and maintain the flowers within these enhanced areas. Their goal with this project is to enhance existing planters, provide outdoor seating for visitors and customers of downtown businesses and create ways to get people involved with beautifying our historic downtown.

RECOMMENDED ACTION/MOTION:

Authorize staff to work with Brainerd Restoration to install the freestanding round planters in the City's right-of-way in downtown Brainerd.

FINANCIAL IMPACT:

Is there a cost associated with this request: Click to enter text

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

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

From: [James Kramvik](#)
To: [Jennifer Bergman](#)
Subject: FW: Brainerd Restoration Request
Date: Wednesday, May 10, 2023 8:48:10 AM
Attachments: [image001.png](#)
[2023-05-09 BR Outdoor Seating.pdf](#)
[image002.png](#)

FYI

James Kramvik

James Kramvik
Community Development Director
(218)454-3408

City of Brainerd

501 Laurel St
Brainerd, MN 56401

From: Stephanie Bestul <sbestul@ci.brainerd.mn.us>
Sent: Tuesday, May 9, 2023 12:12 PM
To: James Kramvik <jkramvik@ci.brainerd.mn.us>
Subject: FW: Brainerd Restoration Request

Thank you,

Stephanie



Stephanie Bestul | Administrative Specialist
City of Brainerd | 501 Laurel Street Brainerd, MN 56401
(218) 454-3406 | sbestul@ci.brainerd.mn.us

From: Mike Angland <Mike.Angland@widseth.com>
Sent: Tuesday, May 9, 2023 12:07 PM
To: Stephanie Bestul <sbestul@ci.brainerd.mn.us>
Cc: Mary Devine Johnson <m.p.devine77@gmail.com>; John Schommer HRA <john@brainerdhra.org>; Reid Thiesse <reid.thiesse@isd181.org>; Tad Johnson BPU <tad@brainerdcpa.com>; Brenda Billman-arndt <brenbla@icloud.com>; Jamie Bieser <Jamie.Bieser@widseth.com>
Subject: Brainerd Restoration Request

*** **Warning:** External sender, use extreme caution with attachments and links ***

Good morning Stephanie,

I am a member of Brainerd Restoration, a local non-profit organization, and we would like to make a request for providing some additional outdoor seating within the bump outs located in Downtown Brainerd. Along with the DDBC, Brainerd Restoration was successful in securing a grant for a project downtown, and we would like to make sure that we're discussing the feasibility of this project with the appropriate people with the City of Brainerd. It was recommended to us to submit this idea to the Safety & Public Works Committee for their review and comment.

This project will be similar to what we did back in 2015 with the bike rack project, in that Brainerd Restoration paid for the bike rack, gifted it to the City of Brainerd, and it is now a decorative and functional bike rack for visitors of Downtown Brainerd, located in the road R.O.W. During the planning phase of the project, Brainerd Restoration and the CLC welding class met with city officials in order to establish a few ground rules as it related to the installation of the bike rack. Ultimately, it was decided to utilize the city's planters as a way to anchor the bike rack to the pavers in a way where it would allow the city to remove the planters during the winter months for snow removal and to not damage the pavers.

The Outdoor Seating project that we're now proposing will be to enhance the existing planter areas and potentially incorporate the freestanding round planters to accommodate seating and a table for customers of downtown businesses. I have attached a pdf that provides a visual for the proposed location, photos of our 2015 project and also some images that provide you with some potential design ideas for what the outdoor seating could be as well as how we would potentially enhance an existing planter area.

One of the exciting ideas for this project is to promote this as an opportunity for a local business or organization to "Adopt a Planter", and maintain the flowers within these enhanced areas. As we all know, it is a struggle to either have the city or local businesses maintain these areas. Our goal with this project is to enhance existing planters, provide outdoor seating for visitors and customers of downtown businesses and create ways to get people involved with beautifying our historic downtown.

We look forward to hearing your comments and would be happy to answer any questions that you may have.

Sincerely,

Mike Angland, AIA, LEED AP

Architect, VP

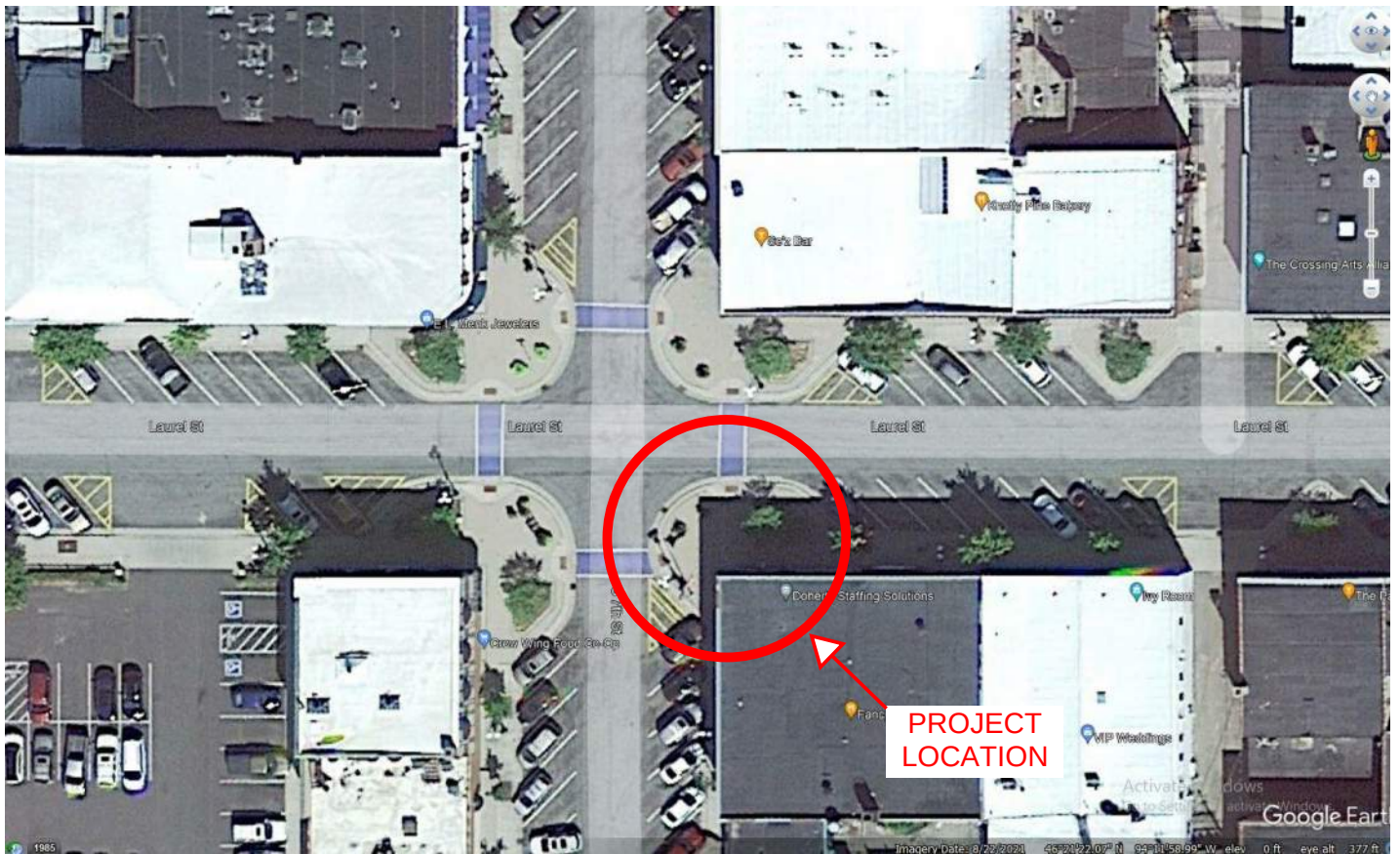
218-316-3608

7804 Industrial Park Road

Baxter, MN 56425

WIDSETH

Widseth.com



Project Location: South East corner of S 7th St and Laurel St





2015 BIKE RACK PROJECT





**BENCH CONCEPT INCORPORATING EXISTING
FREE-STANDING ROUND PLANTERS**



BENCH CONCEPT INCORPORATING EXISTING PLANTERS





BENCH CONCEPT INCORPORATING EXISTING PLANTERS



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: RES – Adopt Resolution Accepting LMC Grant Navigator Funding

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:

Staff has been notified that the City of Brainerd has been awarded \$5,000 in LMC Grant Navigator funding to use towards grant applications for the construction of the TH 210/Lum Park Pedestrian Bridge Project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

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. At the March 20th Council meeting, the City Council authorized staff to apply for the LMC Grant Navigator funding.

City staff was notified that the City has received a grant from LMC for \$5,000 to be used towards grant applications. Staff intends to combine these funds with the remaining funds allocated to the SRF Feasibility Study contract to apply for grants that the PMT had identified as preferred. Staff would bring an agenda item to the City Council for any proposed grant applications for approval.

RECOMMENDED ACTION/MOTION:

Staff recommends adoption of the attached resolution accepting LMC grant navigator funding.

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 ACCEPTING GRANT NAVIGATOR FUNDING

WHEREAS, the League of Minnesota Cities ("LMC") has created a pilot Grants Navigation Program ("Grant") in which LMC provides 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 City of Brainerd ("City") submitted an application for the Grant, a copy of which is attached hereto as Exhibit A ("Application") for support in finding grant funding for the TH 210/Lum Park Pedestrian Bridge Project ("Project").

WHEREAS, the City has been notified that it has been awarded \$5,000 from the Grant ("Funding") to find additional grant funding for the Project.

WHEREAS, the city council has determined that it is in the best interests of the City to accept the Funding and proceed with hiring a contractor to assist in finding additional grant opportunities for the Project as noted in the Application, subject to the terms and conditions of the Grant.

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

1. The City accepts the Funding in order to seek additional grant opportunities to complete the Project consistent with the findings in the Application.
2. The City shall use the Funding to enter into an agreement with SRF ("Contractor") to find additional grant funding for the Project in a manner consistent with the terms and conditions of the Grant and the Application.
3. Jessie Dehn, City Engineer/Public Works Director, is hereby appointed as the City's Authorizing Agent related to the Grant and the Project.
4. The Authorizing Agent is granted the authority to commit the City to any terms and conditions required to accept the Grant.
5. The Authorizing Agent is granted the authority and directed to execute any documents necessary to accept the Funding.
6. The Authorizing Agent shall serve as the City's official liaison with the entity issuing the Grant.
7. The Authorizing Agent is granted the authority to direct City staff and the Contractor in matters related to accepting the Grant and finding funding for the Project.
8. 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 Grant.
9. 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 Grant.

Adopted this 15th day of May 2023

KELLY BEVANS
President of the Council

Adopted this 15th day of May 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

EXHIBIT A
(Grant Navigator Application)

Name

Jessie Dehn

Title

City Engineer/Public Works Director

Email Address

JDehn@ci.brainerd.mn.us

Phone

(218) 828-2307

Office Address

501 Laurel Street
Brainerd, Minnesota 56401
United States
[Map It](#)

Department

Public Works Director

Chief Administrative Officer

Jennifer Bergman, City Administrator

Briefly describe the project

The project proposes to construct a grade-separated bridge across TH 210 at Lum Park in Brainerd including trail segments along TH 210 and 10th Avenue NE, connecting into a newly constructed (2023) segment of the Cuyuna Lakes State Trail adjacent to TH 25.

What is the project's estimated cost?

\$4,200,000 including Engineering

When do you expect to start and complete the project?

The Feasibility Study portion has already been in progress and is expected to complete in May 2023. Should the project move forward, design is anticipated in 2024 with construction in coordination with MnDOT's TH 210/Washington Street Reconstruction Project in 2026-2027.

At what point in development is the project currently? This includes phases such as concept, feasibility study, preliminary engineering, committed project, etc.

The City has contracted with SRF to complete a Feasibility Study of the pedestrian bridge. A draft plan is anticipated to be presented to the City of Brainerd Park Board and City Council at their meetings in April and May.

Are there any grants you are currently pursuing or are there grants for which you believe your project may be eligible? If so, what is the anticipated request?

The City has applied for \$800,000 in Transportation Alternatives (TA) funding. In discussions with MnDNR, we would likely explore additional opportunities such as LCCMR, Legacy, etc. SRF, as part of the Feasibility Study, will be including several grant opportunities and requirements, timing, etc.

Has the city council approved a resolution of support for the project?

Yes

If you responded Yes, upload a copy of the resolution that was passed by the City Council.

- [RES-15_23-Grant-Support-Services.pdf](#)

Who are the primary city staff involved with the project? Please include names and job titles.

Jessie Dehn, P.E. - City Engineer/Public Works Director
James Fladung - Assistant City Engineer
Gabe Johnson - City of Brainerd City Council
Tiffany Stenglein - City of Brainerd City Council
Kevin Yeager - City of Brainerd Park Board

Is the city working with consultants on this project? If so, who?

SRF has been contracted by the City to complete the Feasibility Study. Casey Black is the project manager for SRF on this project.

Have you engaged with an engineer, planning agency, architect, or financial advisor to assess the overall cost of the project, funding options, and the financial impact to the city? If so, who? What stage is the financial planning in?

As part of the scope of the Feasibility Study contract, SRF will be assisting with development of the scope of work to develop a realistic estimate of construction costs based on comparable projects. Also included in the contract, SRF will be identifying grant and funding opportunities for the project, including a cost to apply for City-selected grants on the City's behalf.

Who are the consultants you expect to pay using the League grant? Only the primary grant consultants are required. This may be the same consultant as listed above. Cities should have a cost estimate from a consultant for the work to be completed to apply for Grant Navigator funding.

SRF will likely be the consultant utilized to apply for grant(s) on the City's behalf.

If using a consultant, have you received a quote or cost estimate for these grant services, and how much are these services expected to cost? (This information is needed for the Review Committee to assess the total Grant Navigator award.)

As part of the Cost Proposal from SRF, the cost estimate per grant application would be \$3,500 to \$5,500, dependent on the complexity of the grant application process. Any funds needed beyond what may be awarded by LMC would be paid using the Feasibility Study budget allocation.

Feasibility studies are a formal assessment of the practicality of a proposed plan and are recommended to be conducted prior to committing resources and time. Has a feasibility study been conducted for the project?

Yes

Is there a Capital Investment Plan (CIP) for the project?

No

Has a local funding source been identified for the project (e.g., savings, bonds)? If so, please briefly list the source.

Any funding not covered by grants would likely be paid using Municipal State Aid funds. The District State Aid Engineer has confirmed that this project would be State Aid eligible.

Are there any other regulatory approvals needed (e.g., county, state agency)?

Yes

If so, from whom?

MnDOT, MnDNR - The City/SRF has been in communication and coordination with both during the Feasibility Study process.

Optional: You may upload additional content related to your project here.

- [SRF-Proposal-for-Brainerd-TH-210-Lum-Park-Pedestrian-Bridge-Study.pdf](#)



Brainerd City Council Agenda Request

MEETING DATE: May 15, 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): 10 Minutes

SUMMARY OF ISSUE:

At the April 20, 2023 Transportation Advisory Committee (TAC) meeting, staff presented an analysis of the Transit program and provided a recommendation to increase fares for Brainerd-originating rides from the current fare of \$2.25 (\$4.50 for same day) to a new fare of \$4.00 (\$8.00 for same day) effective July 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 4/20/23 TAC meeting, staff presented a financial analysis of the entire Transit program. The findings of that analysis are included in the attached memo to the Committee.

It was discussed that there are areas that staff recommends route changes and consolidations in connection with fare increases across the Transit program. TAC did not formally recommend the staff's recommendation on the various recommended fare increases as described as they felt that the various Boards and Councils should be making this decision. The proposed fare increase is recommended to take effect beginning on July 1, 2023 to allow for staff to put out a 30-day notice in the Brainerd Dispatch prior to the rate change. It is staff's intention to revisit this analysis in 6 months to verify assumptions and see if additional changes are needed.

RECOMMENDED ACTION/MOTION:

Staff recommends approval of the recommended fare increase to \$4.00 for Brainerd-originating Dial-a-Ride trips (\$8.00 for same day service), effective July 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](#)



MEMO

TO: TRANSPORTATION ADVISORY COMMITTEE (TAC)

FROM: CITY ENGINEER/PUBLIC WORKS DIRECTOR JESSIE DEHN

DATE: APRIL 20, 2023

SUBJECT: TRANSIT RIDERSHIP AND FINANCIAL PROJECTIONS

Throughout the beginning of 2023, staff has been preparing a ridership and financial analysis of the Transit program. Due to shortfalls in funding in 2022, it was necessary to review the program to ensure that the service and fares are set appropriately to continue operating the program in a financially responsible manner. At the January 26, 2023 TAC Committee meeting staff presented an analysis of the Brainerd portion of the Transit program including projections for the service for the next few years. It was recommended at that time to raise Brainerd-to-Brainerd fares from \$1.25 to \$2.25 (or \$4.50 for same day rides), effective May 1st, 2023. In addition, the TAC requested that staff continue the process of analyzing the entire system as a whole to make more wide-ranging recommendations. Prior to presenting that information, below describes the methodology and assumptions that staff utilized in the preparation of this report. Should any of those assumptions change, the analysis should be corrected and a new analysis performed.

First, staff is operating under the assumption that MnDOT will be participating at 95% of costs in 2023, 92% of costs in 2024, and 85% of costs for subsequent years, provided none of those years exceeds a set percentage increase of the State/Federal grant amount from the previous year. This is the current practice and what MnDOT has shared is the anticipated participation levels for future years. Under the current projections, it would be expected that the 2% year-over-year increase will be the limiting factor in the grant amount in 2024, thus the actual participation from State/Federal grant funds is roughly 78-79%.

Second, in regard to the third party contract, staff is assuming that the system will continue to run reduced service throughout 2023, similarly to the last couple years, resulting in some lower than contracted costs. However, it is expected that continued increases in ridership will require that the full service be utilized. The analysis was completed utilizing the reduced amount compared with the contract anticipating that services elsewhere could possibly be utilized to cover the increased ridership locally. The current contract with Blue Sky Transit also expires mid-year in 2024. Staff is projecting that costs for the third party contract will increase at a similar pace as what was included in the current contract, although these costs are not known at this time.

Third, the current contract splits between the cooperative partners are as follows:

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

1. Brainerd = 46%
2. Crow Wing County = 35%
3. Baxter = 12%
4. Pine River = 7%

This analysis was done using the current splits and assuming no changes to the splits throughout the analysis period. If there are routes or cooperative partners that no longer wish to be included in the Transit program or if the TAC recommends that these splits are changed, it is likely that these splits will need to be revisited. Thus, a new analysis will need to be performed should adjustments are made.

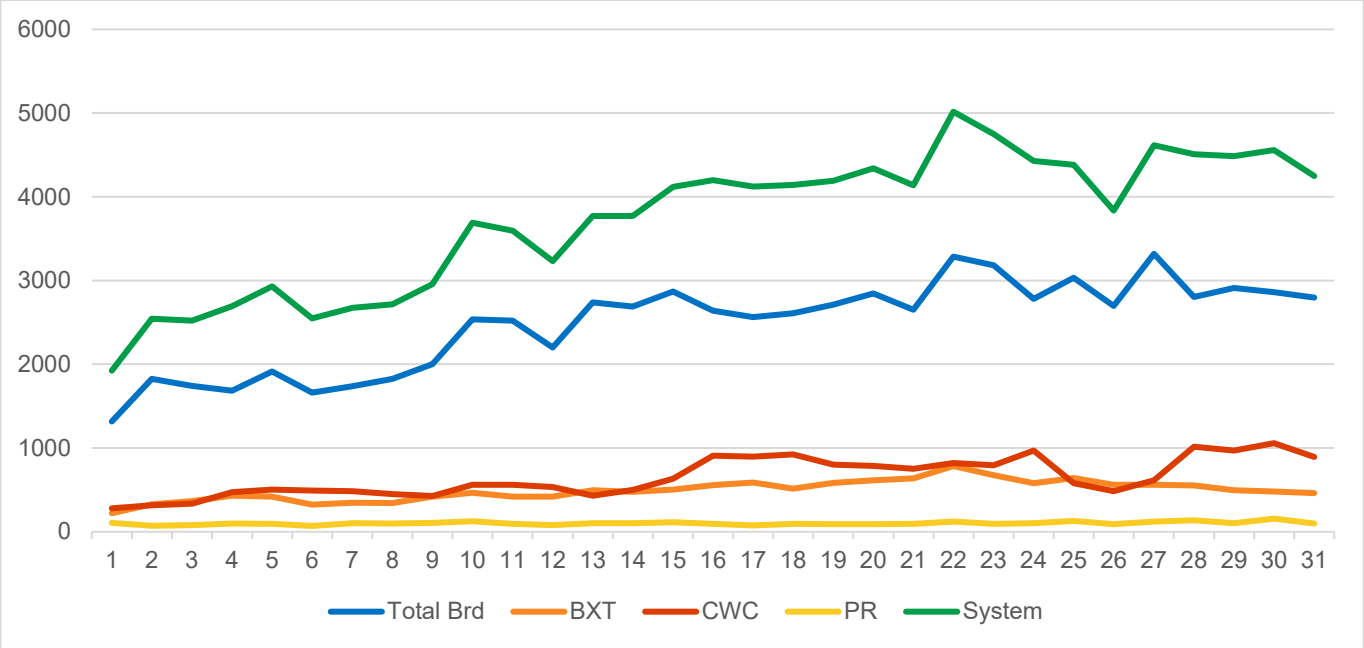
Fourth, ridership has shown general increases since the significant dip during the COVID lockdowns of 2020. However, there were significant drops in ridership prior to the COVID pandemic that should be noted. For the purposes of this analysis, staff is utilizing ridership stats from June 2020 to present. Based on those trends, it appears that the trend generally follows a logarithmic curve. The logarithmic trend generally showed a steep increase of ridership immediately following the COVID lockdowns followed by slower increases in ridership over the last couple years. Utilizing this logarithmic trend, staff was able to project out the next few years of ridership.

Finally, staff performed the analysis of proposed rates under the assumption that there will be no decrease in the ridership trend. This, however, is unlikely to occur as using general economic principles, as costs of services increase, demand will inevitably decrease. It is unknown how the increased fares will impact ridership. Staff is also using the assumption that the system will be replacing a bus each year for the next 5 years. While removing a capital bus purchase will help with the overall expenses that year, it would be expected that other issues of higher maintenance, increased bus downtime, and other issues will occur with an aging bus fleet.

RIDERSHIP PROJECTIONS

	2023	2024	2025	2026	2027
Brainerd	37,165	39,033	40,493	41,687	42,703
Baxter	7,930	8,381	8,731	9,020	9,265
County	10,360	11,013	11,528	11,946	12,302
Pine River	1,249	1,267	1,280	1,292	1,300
System	56,704	59,694	62,032	63,945	65,570

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



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

BRAINERD FINANCIAL PROJECTIONS

2023

Ridership

Brainerd Regular	16624
Brainerd Same Day	5542
PA/Voice	15000

Revenue

Bus Fares (Jan - Apr)	
Brainerd Regular	\$1.25
Brainerd Same Day	\$2.50
PA/Voice	\$3.00
Bus Fares (May - December)	
Brainerd Regular	\$3.00
Brainerd Same Day	\$5.00
PA/Voice	\$5.50
Total Bus Fares	\$133,266

Expenditures

Personnel	\$ 120,288
Supplies	\$ 146,106
Services w/o 3PC	\$ 167,071
3PC Contract	\$ 1,127,717
Capital Bus	\$ 120,000

Total	\$ 1,681,182
Brainerd	\$ 773,344
State/Federal Share	\$ 618,836
Local Share	\$ 154,508

Surplus/Deficit	\$ (21,242)
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2024

Ridership

Brainerd Regular	18025
Brainerd Same Day	6009
PA/Voice	15000

Revenue

Bus Fares	
Brainerd Regular	\$3.00
Brainerd Same Day	\$5.00
PA/Voice	\$5.50
Total Bus Fares	\$166,620.00

Expenditures

Personnel	\$ 122,694
Supplies	\$ 149,028
Services w/o 3PC	\$ 170,412
3PC Contract	\$ 1,175,406
Capital Bus	\$ 120,000

Total	\$ 1,737,540
Brainerd	\$ 799,268
State/Federal Share	\$ 631,212
Local Share	\$ 168,056

Surplus/Deficit	\$ (1,436)
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2025

Ridership

Brainerd Regular	19120
Brainerd Same Day	6374
PA/Voice	15000

Revenue

Bus Fares	
Brainerd Regular	\$3.00
Brainerd Same Day	\$5.00
PA/Voice	\$5.50
Total Bus Fares	\$171,730.00

Expenditures

Personnel	\$ 125,148
Supplies	\$ 152,009
Services w/o 3PC	\$ 173,821
3PC Contract	\$ 1,222,766
Capital Bus	\$ 120,000

Total	\$ 1,793,743
Brainerd	\$ 825,122
State/Federal Share	\$ 650,149
Local Share	\$ 174,973

Surplus/Deficit	\$ (3,243)
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2026

Ridership

Brainerd Regular	20016
Brainerd Same Day	6672
PA/Voice	15000

Revenue

Bus Fares	
Brainerd Regular	\$3.00
Brainerd Same Day	\$5.00
PA/Voice	\$5.50
Total Bus Fares	\$175,908.00

Expenditures

Personnel	\$ 127,651
Supplies	\$ 155,049
Services w/o 3PC	\$ 177,297
3PC Contract	\$ 1,270,235
Capital Bus	\$ 120,000

Total	\$ 1,850,232
Brainerd	\$ 851,107
State/Federal Share	\$ 676,155
Local Share	\$ 174,952

Surplus/Deficit	\$ 956
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2027

Ridership

Brainerd Regular	20778
Brainerd Same Day	6926
PA/Voice	15000

Revenue

Bus Fares	
Brainerd Regular	\$3.00
Brainerd Same Day	\$5.00
PA/Voice	\$5.50
Total Bus Fares	\$179,464.00

Expenditures

Personnel	\$ 130,204
Supplies	\$ 158,150
Services w/o 3PC	\$ 180,843
3PC Contract	\$ 1,317,705
Capital Bus	\$ 120,000

Total	\$ 1,906,902
Brainerd	\$ 877,175
State/Federal Share	\$ 703,201
Local Share	\$ 173,974

Surplus/Deficit	\$ 5,490
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CROW WING COUNTY FINANCIAL PROJECTIONS

2023

Ridership

Crosby	1887
Crosby Same Day	78
Crosby DAR	574
Crosby DAR Same Day	24
Pequot	2464
Pequot Same Day	163
Pequot DAR	700
Pequot DAR Same Day	11
Breezy Point	19
Breezy Point Same Day	0
CWC SS	597
PA County	2523
St. Francis	1326

Revenue

Bus Fares (Jan - May)	
Crosby	\$4.00
Crosby Same Day	\$8.00
Crosby DAR	\$2.25
Crosby DAR Same Day	\$4.50
Pequot	\$4.00
Pequot Same Day	\$8.00
Pequot DAR	\$2.25
Pequot DAR Same Day	\$4.50
Breezy Point	\$4.00
Breezy Point Same Day	\$8.00
CWC SS	\$4.00
PA County	\$4.00
St. Francis	\$3.00
Bus Fares (June - December)	
Crosby	\$11.50
Crosby Same Day	\$15.00
Crosby DAR	\$10.00
Crosby DAR Same Day	\$15.00
Pequot	\$11.50
Pequot Same Day	\$15.00
Pequot DAR	\$10.00
Pequot DAR Same Day	\$15.00
Breezy Point	\$11.50
Breezy Point Same Day	\$15.00
CWC SS	\$11.50
PA County	\$11.50
St. Francis	\$11.50
Total Bus Fares	\$85,192

Expenditures

Personnel	\$ 120,288
Supplies	\$ 146,106
Services w/o 3PC	\$ 167,071

2024

Ridership

Crosby	2006
Crosby Same Day	83
Crosby DAR	610
Crosby DAR Same Day	25
Pequot	2619
Pequot Same Day	173
Pequot DAR	744
Pequot DAR Same Day	12
Breezy Point	21
Breezy Point Same Day	0
CWC SS	634
PA County	2682
St. Francis	1410

Revenue

Bus Fares	
Crosby	\$11.50
Crosby Same Day	\$15.00
Crosby DAR	\$10.00
Crosby DAR Same Day	\$15.00
Pequot	\$11.50
Pequot Same Day	\$15.00
Pequot DAR	\$10.00
Pequot DAR Same Day	\$15.00
Breezy Point	\$11.50
Breezy Point Same Day	\$15.00
CWC SS	\$11.50
PA County	\$11.50
St. Francis	\$11.50
Total Bus Fares	\$125,713.00

Expenditures

Personnel	\$ 122,694
Supplies	\$ 149,028
Services w/o 3PC	\$ 170,412

2025

Ridership

Crosby	2099
Crosby Same Day	87
Crosby DAR	638
Crosby DAR Same Day	26
Pequot	2742
Pequot Same Day	181
Pequot DAR	779
Pequot DAR Same Day	12
Breezy Point	22
Breezy Point Same Day	0
CWC SS	664
PA County	2807
St. Francis	1476

Revenue

Bus Fares	
Crosby	\$11.50
Crosby Same Day	\$15.00
Crosby DAR	\$10.00
Crosby DAR Same Day	\$15.00
Pequot	\$11.50
Pequot Same Day	\$15.00
Pequot DAR	\$10.00
Pequot DAR Same Day	\$15.00
Breezy Point	\$11.50
Breezy Point Same Day	\$15.00
CWC SS	\$11.50
PA County	\$11.50
St. Francis	\$11.50
Total Bus Fares	\$131,575.00

Expenditures

Personnel	\$ 125,148
Supplies	\$ 152,009
Services w/o 3PC	\$ 173,821

2026

Ridership

Crosby	2175
Crosby Same Day	90
Crosby DAR	661
Crosby DAR Same Day	27
Pequot	2841
Pequot Same Day	188
Pequot DAR	807
Pequot DAR Same Day	13
Breezy Point	22
Breezy Point Same Day	0
CWC SS	688
PA County	2909
St. Francis	1529

Revenue

Bus Fares	
Crosby	\$11.50
Crosby Same Day	\$15.00
Crosby DAR	\$10.00
Crosby DAR Same Day	\$15.00
Pequot	\$11.50
Pequot Same Day	\$15.00
Pequot DAR	\$10.00
Pequot DAR Same Day	\$15.00
Breezy Point	\$11.50
Breezy Point Same Day	\$15.00
CWC SS	\$11.50
PA County	\$11.50
St. Francis	\$11.50
Total Bus Fares	\$136,336.00

Expenditures

Personnel	\$ 127,651
Supplies	\$ 155,049
Services w/o 3PC	\$ 177,297

2027

Ridership

Crosby	2240
Crosby Same Day	93
Crosby DAR	681
Crosby DAR Same Day	28
Pequot	2926
Pequot Same Day	193
Pequot DAR	831
Pequot DAR Same Day	13
Breezy Point	23
Breezy Point Same Day	0
CWC SS	709
PA County	2996
St. Francis	1575

Revenue

Bus Fares	
Crosby	\$11.50
Crosby Same Day	\$15.00
Crosby DAR	\$10.00
Crosby DAR Same Day	\$15.00
Pequot	\$11.50
Pequot Same Day	\$15.00
Pequot DAR	\$10.00
Pequot DAR Same Day	\$15.00
Breezy Point	\$11.50
Breezy Point Same Day	\$15.00
CWC SS	\$11.50
PA County	\$11.50
St. Francis	\$11.50
Total Bus Fares	\$140,418.50

Expenditures

Personnel	\$ 130,204
Supplies	\$ 158,150
Services w/o 3PC	\$ 180,843

3PC Contract	\$ 1,127,717
Capital Bus	\$ 120,000

Total	\$ 1,681,182
CWC	\$ 588,414
State/Federal Share	\$ 470,853
Local Share	\$ 117,560

Surplus/Deficit	\$ (32,369)
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3PC Contract	\$ 1,175,406
Capital Bus	\$ 120,000

Total	\$ 1,737,540
CWC	\$ 608,139
State/Federal Share	\$ 480,270
Local Share	\$ 127,869

Surplus/Deficit	\$ (2,156)
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3PC Contract	\$ 1,222,766
Capital Bus	\$ 120,000

Total	\$ 1,793,743
CWC	\$ 627,810
State/Federal Share	\$ 494,678
Local Share	\$ 133,132

Surplus/Deficit	\$ (1,557)
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3PC Contract	\$ 1,270,235
Capital Bus	\$ 120,000

Total	\$ 1,850,232
CWC	\$ 647,581
State/Federal Share	\$ 514,466
Local Share	\$ 133,116

Surplus/Deficit	\$ 3,220
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3PC Contract	\$ 1,317,705
Capital Bus	\$ 120,000

Total	\$ 1,906,902
CWC	\$ 667,416
State/Federal Share	\$ 535,044
Local Share	\$ 132,371

Surplus/Deficit	\$ 8,047
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BAXTER FINANCIAL PROJECTIONS

2023

Ridership

Baxter Regular	3987
Baxter Same Day	443
PA/Voice	3500

Revenue

Bus Fares (Jan - May)	
Baxter Regular	\$2.25
Baxter Same Day	\$4.50
PA/Voice	\$3.00
Bus Fares (June - December)	
Baxter Regular	\$4.25
Baxter Same Day	\$7.50
PA/Voice	\$5.50
Total Bus Fares	\$33,500

Expenditures

Personnel	\$ 120,288
Supplies	\$ 146,106
Services w/o 3PC	\$ 167,071
3PC Contract	\$ 1,127,717
Capital Bus	\$ 120,000

Total	\$ 1,681,182
Baxter	\$ 201,742
State/Federal Share	\$ 161,435
Local Share	\$ 40,306

Surplus/Deficit	\$ (6,807)
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2024

Ridership

Baxter Regular	4393
Baxter Same Day	489
PA/Voice	3500

Revenue

Bus Fares	
Baxter Regular	\$4.25
Baxter Same Day	\$7.50
PA/Voice	\$5.50
Total Bus Fares	\$41,587.75

Expenditures

Personnel	\$ 122,694
Supplies	\$ 149,028
Services w/o 3PC	\$ 170,412
3PC Contract	\$ 1,175,406
Capital Bus	\$ 120,000

Total	\$ 1,737,540
Baxter	\$ 208,505
State/Federal Share	\$ 164,664
Local Share	\$ 43,841

Surplus/Deficit	\$ (2,253)
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2025

Ridership

Baxter Regular	4708
Baxter Same Day	524
PA/Voice	3500

Revenue

Bus Fares	
Baxter Regular	\$4.25
Baxter Same Day	\$7.50
PA/Voice	\$5.50
Total Bus Fares	\$43,189.00

Expenditures

Personnel	\$ 125,148
Supplies	\$ 152,009
Services w/o 3PC	\$ 173,821
3PC Contract	\$ 1,222,766
Capital Bus	\$ 120,000

Total	\$ 1,793,743
Baxter	\$ 215,249
State/Federal Share	\$ 169,604
Local Share	\$ 45,645

Surplus/Deficit	\$ (2,456)
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2026

Ridership

Baxter Regular	4968
Baxter Same Day	552
PA/Voice	3500

Revenue

Bus Fares	
Baxter Regular	\$4.25
Baxter Same Day	\$7.50
PA/Voice	\$5.50
Total Bus Fares	\$44,504.00

Expenditures

Personnel	\$ 127,651
Supplies	\$ 155,049
Services w/o 3PC	\$ 177,297
3PC Contract	\$ 1,270,235
Capital Bus	\$ 120,000

Total	\$ 1,850,232
Baxter	\$ 222,028
State/Federal Share	\$ 176,388
Local Share	\$ 45,640

Surplus/Deficit	\$ (1,136)
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2027

Ridership

Baxter Regular	5189
Baxter Same Day	577
PA/Voice	3500

Revenue

Bus Fares	
Baxter Regular	\$4.25
Baxter Same Day	\$7.50
PA/Voice	\$5.50
Total Bus Fares	\$45,630.75

Expenditures

Personnel	\$ 130,204
Supplies	\$ 158,150
Services w/o 3PC	\$ 180,843
3PC Contract	\$ 1,317,705
Capital Bus	\$ 120,000

Total	\$ 1,906,902
Baxter	\$ 228,828
State/Federal Share	\$ 183,444
Local Share	\$ 45,384

Surplus/Deficit	\$ 246
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PINE RIVER FINANCIAL PROJECTIONS

2023

Ridership

Pine River ICL	1057
Pine River OCL	193

Revenue

Bus Fares (Jan - May)	
Pine River ICL	\$1.00
Pine River OCL	\$2.00
Bus Fares (June - December)	
Pine River ICL	\$20.00
Pine River OCL	\$25.00
Total Bus Fares	\$15,748

Expenditures

Personnel	\$ 120,288
Supplies	\$ 146,106
Services w/o 3PC	\$ 167,071
3PC Contract	\$ 1,127,717
Capital Bus	\$ 120,000

Total	\$ 1,681,182
Pine River	\$ 117,683
State/Federal Share	\$ 94,171
Local Share	\$ 23,512

Surplus/Deficit	\$ (7,765)
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2024

Ridership

Pine River ICL	1072
Pine River OCL	196

Revenue

Bus Fares	
Pine River ICL	\$20.00
Pine River OCL	\$25.00
Total Bus Fares	\$26,340.00

Expenditures

Personnel	\$ 122,694
Supplies	\$ 149,028
Services w/o 3PC	\$ 170,412
3PC Contract	\$ 1,175,406
Capital Bus	\$ 120,000

Total	\$ 1,737,540
Pine River	\$ 121,628
State/Federal Share	\$ 96,054
Local Share	\$ 25,574

Surplus/Deficit	\$ 766
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2025

Ridership

Pine River ICL	1083
Pine River OCL	198

Revenue

Bus Fares	
Pine River ICL	\$20.00
Pine River OCL	\$25.00
Total Bus Fares	\$26,610

Expenditures

Personnel	\$ 125,148
Supplies	\$ 152,009
Services w/o 3PC	\$ 173,821
3PC Contract	\$ 1,222,766
Capital Bus	\$ 120,000

Total	\$ 1,793,743
Pine River	\$ 125,562
State/Federal Share	\$ 98,936
Local Share	\$ 26,626

Surplus/Deficit	\$ (16)
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2026

Ridership

Pine River ICL	1093
Pine River OCL	200

Revenue

Bus Fares	
Pine River ICL	\$20.00
Pine River OCL	\$25.00
Total Bus Fares	\$26,860

Expenditures

Personnel	\$ 127,651
Supplies	\$ 155,049
Services w/o 3PC	\$ 177,297
3PC Contract	\$ 1,270,235
Capital Bus	\$ 120,000

Total	\$ 1,850,232
Pine River	\$ 129,516
State/Federal Share	\$ 102,893
Local Share	\$ 26,623

Surplus/Deficit	\$ 237
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2027

Ridership

Pine River ICL	1100
Pine River OCL	201

Revenue

Bus Fares	
Pine River ICL	\$20.00
Pine River OCL	\$25.00
Total Bus Fares	\$27,025

Expenditures

Personnel	\$ 130,204
Supplies	\$ 158,150
Services w/o 3PC	\$ 180,843
3PC Contract	\$ 1,317,705
Capital Bus	\$ 120,000

Total	\$ 1,906,902
Pine River	\$ 133,483
State/Federal Share	\$ 107,009
Local Share	\$ 26,474

Surplus/Deficit	\$ 551
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STAFF RECOMMENDATIONS

In reviewing all of the financial projections and the fares that the analysis reports would be needed to balance each cooperative, staff has assembled a set of recommendations for consideration for the Transit program moving forward. Please note that these recommendations have not yet been discussed with our cooperative partners.

Recommendation #1: Discontinue Pine River Transit service

This service is the furthest travel that the program extends to from the Brainerd area. Due to the high amount of mileage and time required to travel back and forth, the expenses necessary to operate in this area are considerable. This was confirmed by using a simple percentage split (7% per agreement) as well as breaking out fuel expenses separately. As shown in the financial analysis, the Pine River service would likely need to charge \$20.00 per ride within the city limits, and \$25.00 per ride outside of the city limits. Due to the high fare, this is likely untenable as most riders will find alternative methods of transportation. Thus, ridership would likely not sustain at a level to continue this service.

Recommendation #2: Conversion of County routes to a twice-daily commuter service from Crosby and Pequot Lakes to Brainerd.

Currently, routes to Crosby and Pequot Lakes include several daily round trips, each 16 miles and 23 miles one-way respectively, typically with minimal ridership. During the school year, there are several students that attend St. Francis Catholic School that utilize Transit for their daily commuter trip to and from school. Productive Alternatives also utilizes this service as well, bringing people from these communities to Brainerd for employment. Dial-a-Ride also occurs twice weekly to each location, with limited ridership. The recommendation would considerably reduce the amount of daily round trips to these two communities to twice daily only. It would be anticipated that pick-ups in Crosby and Pequot Lakes would occur at a centralized location before coming to Brainerd. This will require those who utilize the service to potentially adjust their riding habits to ride during the two trips. However, this will still allow for the service to continue for St. Francis students, Productive Alternatives employees, and other citizens utilizing the commuter service.

Recommendation #3: Revision of fares throughout the Transit system

- Brainerd
 - o Regular Fare = \$4.00
 - o Same Day = \$8.00
- Baxter
 - o Regular Fare = \$6.00
 - o Same Day = \$10.00
- Productive Alternatives & Voice Subscription Riders (Brainerd-area only)
 - o \$5.00
- Crosby & Pequot Lakes
 - o Regular Fare = \$8.00
 - o Same Day = \$12.00

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

- Productive Alternatives Subscription Riders = \$8.00
- St. Francis Subscription Riders = \$8.00

Based on the information in this analysis and the assumptions laid out, the recommended fares would generally cover the requirements needed to fund the system. Included in this recommendation, staff made assumptions on ridership effects based on these changes. Staff does not assume changes to Brainerd and Baxter ridership levels in this recommendation. It would be expected that some ridership would be lost due to increased fares, but additional riders would be able to be serviced with the consolidation of County routes that could be used in the Brainerd and Baxter area. Staff is also assuming that Productive Alternatives would only retain 90% of their County ridership. Also regarding County ridership, it is assumed that due to the increased cost and higher fare amount, Crosby and Pequot Lakes commuter ridership would be roughly 50% of current levels. If this recommendation is implemented, staff would expect revisiting ridership trends 6 months following the changes to verify the ridership assumptions. Should the assumptions need to be adjusted, staff would revisit and provide an update to TAC if further actions are needed.

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



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Approve WSB Contract Amendment for Harrison Safe Routes to School 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:

Staff is requesting approval of a contract amendment for WSB for additional work performed to complete the design of the Harrison Elementary Safe Routes to School Project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

This contract amendment is mainly related to design changes that caused WSB to incur additional, unexpected staff hours to prepare the final plans prior to bidding. The design changes were related to the the Council's decision to retain parking on the south side of Oak Street between 15th and 16th Streets. To accommodate the parking and allow for snow removal equipment to pass during the winter months, WSB had to make revisions to the median width.

There were also some additional WSB staff hours needed to prepare right-of-way exhibits. These exhibits were used in the temporary construction easement and permanent right-of-way documents for the school district property that was acquired for this project.

The original WSB contract was approved on May 16, 2022 for the amount of \$48,942.

RECOMMENDED ACTION/MOTION:

Staff recommends approval of WSB Contract Amendment in the amount of \$4,652.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$4,652

Is this budgeted? (Please Explain) Engineering for this project is a State Aid eligible expense, provided that MnDOT approves the State Aid fund request.

**Cost of Services
For the City of Brainerd**



Phase	TASKS	Project Manager	Design Lead	Roadway Designer	Total Hours	Total Cost
1.	Project Management				4	\$ 1,232.00
1.1	Additional meetings and coordination for 2 layout revisions for revising parking and median width	2	2		4	\$ 786.00
1.2	Coordination and draft state aid force account agreement for BPU costs	2				\$ 446.00
2.	Design				22	\$ 3,420.00
2.1	Plan and layout revisions for parking and median changes		2	16	18	\$ 2,804.00
2.2	Right of way exhibit			4	4	\$ 616.00
Total Cost						\$4,652.00
Total Hours		4	4	20	28	
Hourly Rates		\$ 223.00	\$ 170.00	\$ 154.00		
Total Salary Costs		\$ 892.00	\$ 680.00	\$ 3,080.00		
Total Project Cost						\$4,652



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Request to Award Imp 22-06 – Harrison Safe Routes to School 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): 2 Minutes

SUMMARY OF ISSUE:

Staff solicited bids for Imp 22-06 – Harrison Safe Routes to School Project.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The Harrison Safe Routes to School Project includes pedestrian crossing enhancements such as curb bump outs, refuge medians, and RRFB signage. Staff advertised the plans and specifications and received two bids. The two bids received were from DeChantal Excavating for \$465,871.40 and Kraemer Trucking & Excavating for \$516,747.35. The City was awarded a Safe Routes to School grant up to \$500,000.

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

RECOMMENDED ACTION/MOTION:

1. Staff recommends award of the Improvement 22-06 contract to DeChantal Excavating in the amount of \$465,871.40.
2. Staff recommends approval of the Safe Routes to School grant agreement.
3. Adoption of the attached resolution approving the terms of the grant agreement.

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$465,871.40

Is this budgeted? (Please Explain) Yes, \$500,000 in Safe Routes to School grant funding was awarded to the City.

Contract Harrison Elementary Safe Routes to School Project - Bid Abstract

Report Date	Contract Name	Contract Number	Local	State	Release Date	Bid opening	Addendum 1	Addendum 2
5/5/2023	Harrison Elementary Safe Routes to School Project	23-04	22-06	SAP 108-113-008	4/19/2023	5/5/2023, 10:00 AM	4/25/2023	5/1/2023

DeChantal Excavating LLC Kraemer Trucking & Excavating Inc.

Line	Number	Description	Unit	Quantity	Price	Total	Price	Total
1	2021.501	MOBILIZATION	LS	1	40771	40771	40000	40000
2	2101.502	CLEARING	EACH	1	750	750	250	250
3	2101.502	GRUBBING	EACH	1	250	250	250	250
4	2104.502	REMOVE CASTING	EACH	7	115	805	200	1400
5	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	3	425	1275	500	1500
6	2104.502	REMOVE SIGN	EACH	10	50	500	45	450
7	2104.502	SALVAGE SIGN	EACH	8	45	360	45	360
8	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	2,110	3.25	6857.5	3	6330
9	2104.503	REMOVE SEWER PIPE (STORM)	L F	8	18	144	200	1600
10	2104.503	REMOVE CURB AND GUTTER	L F	969	5.5	5329.5	5	4845
11	2104.503	REMOVE RETAINING WALL	L F	8	37	296	100	800
12	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	1,110	3.95	4384.5	6	6660
13	2104.518	REMOVE CONCRETE WALK	S F	4,887	1.75	8552.25	2	9774
14	2106.507	EXCAVATION - COMMON (P)	C Y	1,300	18.5	24050	22	28600
15	2106.507	EXCAVATION - SUBGRADE (P)	C Y	525	17	8925	22	11550
16	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	525	25.5	13387.5	30	15750
17	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	600	8.5	5100	10	6000
18	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	254	41	10414	60	15240
19	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	1,672	5.75	9614	6	10032
20	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	356	102	36312	110	39160

Line	Number	Description	Unit	Quantity	Price	Total	Price	Total
21	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	79	124	9796	130	10270
22	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	L F	32	70.1	2243.2	125	4000
23	2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS III	L F	2	164	328	1200	2400
24	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	9	985	8865	1500	13500
25	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	1755	1755	1500	1500
26	2504.602	ADJUST GATE VALVE	EACH	4	365	1460	650	2600
27	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	5	2764	13820	2750	13750
28	2506.502	CASTING ASSEMBLY	EACH	12	1465	17580	1375	16500
29	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	L F	31	686	21266	675	20925
30	2521.518	4" CONCRETE WALK	S F	2,534	6.8	17231.2	8.25	20905.5
31	2521.518	4" CONCRETE WALK SPECIAL	S F	1,430	6.8	9724	8.25	11797.5
32	2521.518	6" CONCRETE WALK	S F	1,834	15	27510	18	33012
33	2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	75	13	975	15	1125
34	2531.503	CONCRETE CURB AND GUTTER DESIGN B612	L F	892	25	22300	28	24976
35	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	L F	134	31	4154	35	4690
36	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	L F	876	27	23652	30	26280
37	2531.618	TRUNCATED DOMES	S F	336	60	20160	65	21840
38	2563.601	TRAFFIC CONTROL	LS	1	2400	2400	2650	2650
39	2564.602	INSTALL SIGN	EACH	8	200	1600	210	1680
40	2564.602	DELINEATOR / MARKER PANEL	EACH	4	85	340	84	336
41	2564.618	SIGN	S F	95	68	6460	72	6840
42	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYS	2	25500	51000	27000	54000
43	2573.502	STORM DRAIN INLET PROTECTION	EACH	10	200	2000	210	2100
44	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	310	5.5	1705	5.5	1705
45	2574.508	FERTILIZER TYPE 3	LB	35	1.25	43.75	2	70

Line	Number	Description	Unit	Quantity	Price	Total	Price	Total
46	2575.505	SEEDING	ACRE	0.3	1200	360	1500	450
47	2575.508	SEED MIXTURE 25-151	LB	21	5	105	6	126
48	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	LB	1,523	2.5	3807.5	3	4569
49	2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN	L F	1,265	2.5	3162.5	3.15	3984.75
50	2582.503	12" SOLID LINE MULTI-COMPONENT GROUND IN	L F	17	21	357	21	357
51	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	L F	480	5	2400	3.15	1512
52	2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	S F	342	27	9234	16.8	5745.6
				Total Uncategorized		465,871.4	516,747.35	

I hereby certify that this is an exact reproduction of bids received.

License Number:

Signature:

Date:

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

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

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

City of Brainerd

501 Laurel Street

Brainerd, MN 56401

(218) 828-2307

Contact: Jessie Dehn, City Engineer

RECITALS

1. Minnesota Statute § 174.40 authorizes the State to enter into this agreement.
2. General Funds were appropriated for the Safe Routes to School Program in Minnesota Laws 2021, First Special Session, Chapter 5, Article 1, Section 2, Subdivision 2(c).
3. Grantee has been awarded Safe Routes to School (SRTS) Program funds under Minn. Stat. § 174.40.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

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

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on May 15, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

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

3 Time

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

4 Consideration and Payment

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

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.40. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$465,871.40.

4.2 Payment

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

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

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

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

6.2 Grantee's Authorized Representative is:

Jessie Dehn, City Engineer/Public Works Director, (218) 828-2307, JDehn@ci.brainerd.mn.us. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

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

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

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

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

8 Liability

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

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

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

11 Workers Compensation

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

12 Governing Law, Jurisdiction, and Venue

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

13 Termination; Suspension

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

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

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

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

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

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

14 Data Disclosure

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

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

16 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain

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

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

18 Additional Provisions

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

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

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

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

18.5 **Use, Maintenance, Repair and Alterations.** The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grant funds (the Real Property) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance

or regulation.

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

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

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance

By: _____
(with delegated authority)

Title: State Aid Programs Manager

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with SRTS	
SRTS General Fund Grant	\$ 465,871.40	General Fund Grant	
		Funds:	
Other:		Construction	\$ 465,871.40
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$ 465,871.40	Subtotal	\$ 465,871.40
Public Entity Funds:		Items paid for with Non-	
Matching Funds	\$	SRTS General Fund	
		Grant Funds:	
Other:		Engineering	\$ 53,594.00
		(WSB)	
MSA Funds	\$ 53,594.00		\$
	\$		\$
	\$		
Subtotal	\$ 53,594.00	Subtotal	\$ 53,594.00
TOTAL FUNDS	\$ 519,465.40	TOTAL PROJECT	\$ 519,465.40
		COSTS	

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

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

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

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

WHEREAS, the amount of the grant has been determined to be \$465,871.40 by reason of the lowest responsible bid;

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

the City Council of the City of Brainerd does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.40, and will pay any additional amount by which the cost exceeds the estimate and will return to the Safe Routes to Schools Account any amount appropriated for the project but not required. The proper City officer, Jennifer Bergman, are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted this 15th day of May 2023

KELLY BEVANS
President of the Council

Adopted this 15th day of May 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Discussion Regarding Imp 21-15 - Buffalo Hills Gully Remediation Project

AGENDA: SPW Committee

ACTION REQUESTED: Direction Requested

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 15 Minutes

SUMMARY OF ISSUE:

At the March 6, 2023 Council meeting, the City Council requested that staff confer with the City Attorney as it regards to the Buffalo Hills Gully.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Based on the discussions with the City Attorney, staff is recommending to proceed with the project as previously presented, funded through a combination of the Clean Water Fund grant and Storm Water Utility Funds. Due to the project likely being constructed in 2024, there may be some funding contributions from the SWCD towards the project construction. The amount of funding would likely not be able to be determined until the project has been bid and actual construction prices are determined.

Staff is also requesting direction from the City Council on how to proceed with this project. If the City Council wishes to proceed with the project as recommended, staff is recommending execution of the attached Memorandum of Understanding (MOU) with Crow Wing County Soil and Water Conservation District (CWC SWCD), and award of one of the proposals received for construction engineering.

If Council elects to move the project forward, it would be staff's intention to bring the project back before Council again to ratify the required easements, authorize bidding, and another meeting to award construction bids.

RECOMMENDED ACTION/MOTION:

Staff is requesting direction on Improvement 21-15: Buffalo Hills Gully Remediation Project.

1. Approval of MOU Agreement with CWC SWCD
2. Award of Construction Engineering contract to SEH in the amount of \$64,130

FINANCIAL IMPACT:

Is there a cost associated with this request: Yes

What is the total cost, with tax and shipping: \$64,130

Is this budgeted? (Please Explain) Local costs not covered by the Clean Water Grant are anticipated to be funded through the Storm Water Utility Fund.

BUFFALO HILLS GULLY

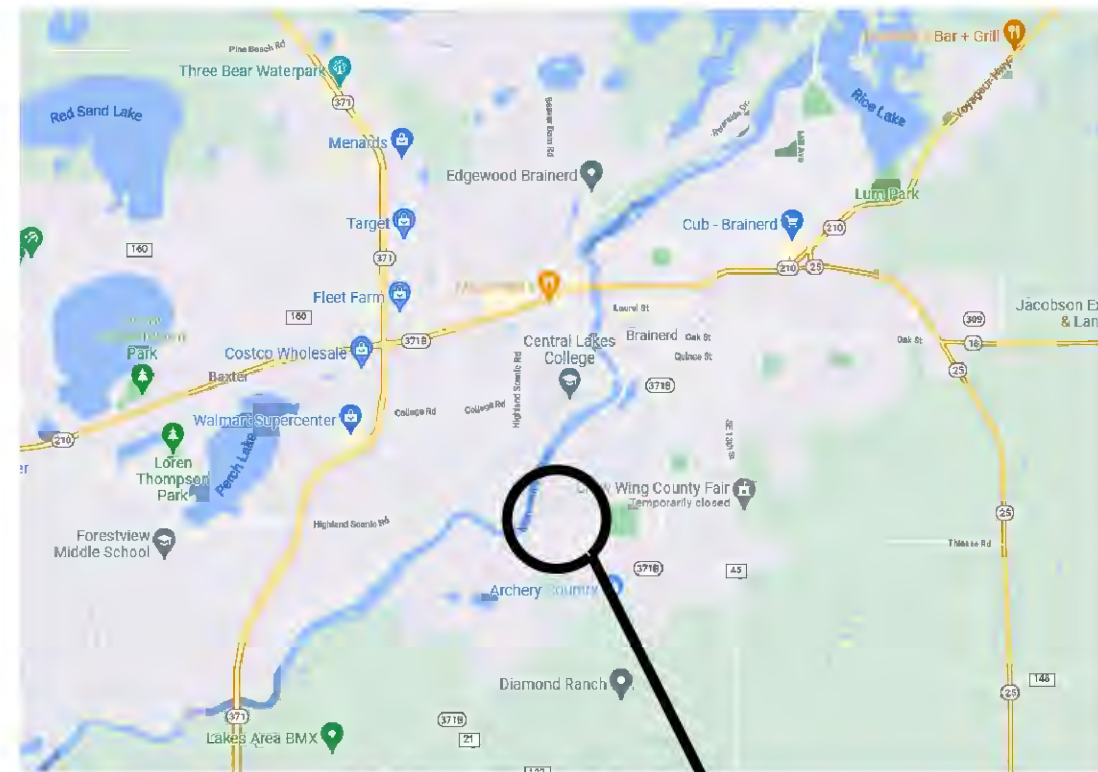
CITY PROJECT NUMBER XXXX

CITY OF BRAINERD BRAINERD, MINNESOTA

2022

CLIENT:
CITY OF BRAINERD, MINNESOTA
ENGINEER
HR GREEN INC., 2550 UNIVERSITY AVENUE WEST SUITE 400N SAINT PAUL, MINNESOTA 55114 PHONE: (651) 644-4389
SHAWN TRACY, P.M. - PROJECT MANAGER PHONE: (651) 659-7747
CONNER DUNTEMAN, P.E. - PROJECT ENGINEER PHONE: (651) 659-7705

LOCATION MAP



NO SCALE

PROJECT LOCATION



BRAINERD, MN

THE 2020 EDITION OF THE MINNESOTA
DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR
CONSTRUCTION" SHALL GOVERN.

SHEET INDEX

SHEET NUMBER	SHEET TITLE
100	COVER & SHEET INDEX
101	LEGEND ABBREVIATIONS & NOTES
102	QUANTITIES AND TABULATIONS
103	STATEMENT OF ESTIMATED QUANTITIES
104	PROPOSED PROJECT LAYOUT
105	CHANNEL P&P - STA 0+00 - STA 6+00
106	CHANNEL P&P - STA 6+00 - STA 12+00
107	CHANNEL P&P - STA 12+00 - STA 16+00
108	STORM CONNECTION & ALIGNMENT TABLE
109	RIP RAP DETAIL AND TYPICAL SECTION
110	EROSION CONTROL & PLANTING PLAN
111	EROSION CONTROL DETAILS
112	EROSION CONTROL DETAILS
113	EROSION CONTROL DETAILS
114	EROSION CONTROL DETAILS
115	EROSION CONTROL DETAILS
116	STORM WATER POLLUTION PREVENTION PLAN
117	STORM WATER POLLUTION PREVENTION PLAN
118	STORM WATER POLLUTION PREVENTION PLAN

60% DESIGN
NOT FOR
CONSTRUCTION

DRAWN BY: JJC
APPROVED: BJO
CAD DATE: 6/6/2022 4:14:39 PM
CAD FILE: J:\2020\201531\CAD\Draws\C\100.dwg

NO.	DATE	BY	REVISION DESCRIPTION

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.

SIGNATURE: _____
DATE: XX/XX/2022 CONNER DUNTEMAN REG. NO. 60006

 HRGreen.com
HRGreen

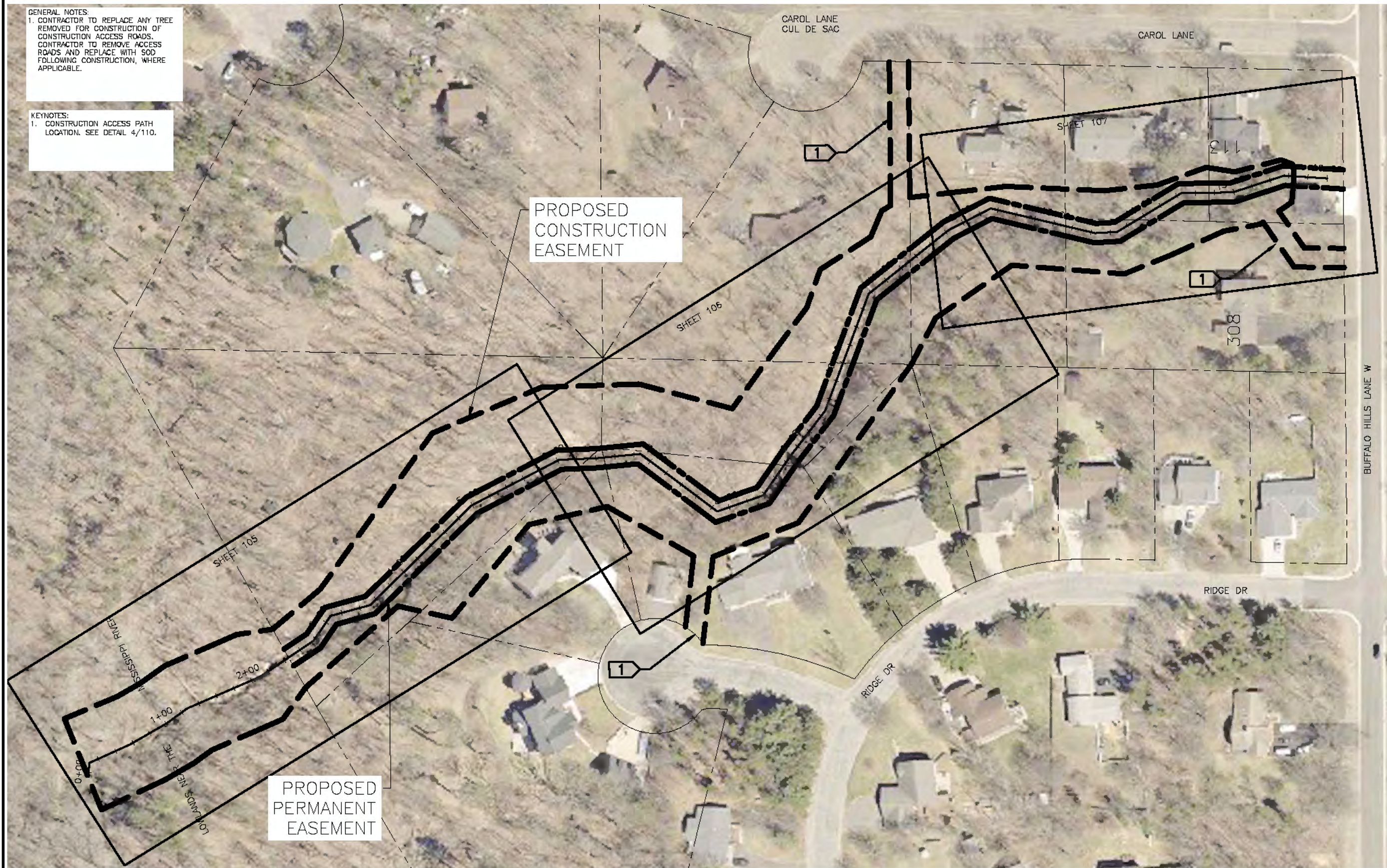
BUFFALO HILLS GULLY
CITY OF BRAINERD
BRAINERD, MINNESOTA

CIVIL
COVER & SHEET INDEX

SHEET NO.
100

GENERAL NOTES:
1. CONTRACTOR TO REPLACE ANY TREE REMOVED FOR CONSTRUCTION OF CONSTRUCTION ACCESS ROADS. CONTRACTOR TO REMOVE ACCESS ROADS AND REPLACE WITH SOD FOLLOWING CONSTRUCTION, WHERE APPLICABLE.

KEYNOTES:
1. CONSTRUCTION ACCESS PATH LOCATION. SEE DETAIL 4/110.



0 50
1" = 50'

60% DESIGN
NOT FOR
CONSTRUCTION

DRAWN BY: JJC
APPROVED: BJO
CAD DATE: 6/9/2022 6:15:24 PM
CAD FILE: J:\2020\201531\GAD\Drawings\104.dwg

JOB DATE: 2021
JOB NUMBER: 201531

NO.	DATE	BY	REVISION DESCRIPTION

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.

SIGNATURE: CONNER DUNTEMAN
DATE: XX/XX/2022
REG. NO. 60006

 **HRGreen.com**

BUFFALO HILLS GULLY
CITY OF BRAINERD
BRAINERD, MINNESOTA

CIVIL
PROPOSED PROJECT LAYOUT

SHEET NO.
104

Agreement for BWSR Clean Water Fund Brainerd Gully Stormwater Project

This Memorandum of Understanding is entered into on the ____ day of _____, 20____ by and between the City of Brainerd and the Crow Wing Soil and Water Conservation District (SWCD),

WHEREAS, stormwater management and erosion and sediment control are a priority concern under the Crow Wing County Local Comprehensive Water Plan and,

WHEREAS, SWCD received a Board of Water and Soil Resources (BWSR) Clean Water Fund Grant of \$975,000 to stabilize the 1.4-acre gully by installing estimated 1,300 linear feet of reinforced concrete pipes within the gully channel and create a deposition pool with erosion control fabric and native seed mixes. The grant requires a minimum of 25 percent match of cash or in-kind contributions and,

WHEREAS, City has agreed to manage the installation and construction oversight a of the stormwater treatment system and annual maintenance of the stormwater system for a minimum of 25 years and,

NOW THEREFORE, Crow Wing Soil and Water Conservation District (SWCD) and the City of Brainerd (City) hereby agree to the following the Agreement:

A) SWCD agrees that:

- 1) SWCD will be the fiscal agent for the BWSR Clean Water Funds and be responsible for all reporting and fiscal duties. Grant funds will expire on December 31, 2025.
- 2) SWCD will pay all associated bills for the Brainerd Gully Stormwater Project construction and contractor expenses within 35 days of receiving the bill.

B) City of Brainerd:

- 1) City acknowledges that it has assumed responsibility Brainerd Gully stormwater system project from the start date of installation through completion defined as final sign-off and payment to the project contractor. Any and all claims that arise, or may arise, on behalf of the City, its agents, servants, or employees as a consequence of any act or omission on the part of the City or its agents, servants, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the SWCD. The City shall indemnify, hold harmless and defend the SWCD, its elected officials, officers, employees, and volunteers, against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorneys' fees which the SWCD, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or because of any negligent or willful act or admission of the City, its agents, servants or employees in the execution, performance or failure to adequately perform the City's obligations pursuant to this Agreement. This shall include any and all copyright, trademark, patent, or other intellectual real property

- claims, issues, or matters arising out of the City's act or admission, whether the same be negligent, willful, or otherwise.
- 2) The City will monthly bill the SWCD for Brainerd Gully Stormwater Project construction and contractor expenses. This may not exceed \$905,000 and all bills must be received before December 10, 2025.
 - 3) City and its contractors will conduct themselves according to Minnesota Law and the grant agreement and work plan on file with SWCD.
 - 4) City is required to complete annual maintenance at its own expense but not limited to monitoring.
 - 5) City will maintain property ownership as described in Exhibit A for a minimum of 25 years.

C. **General Provisions:**

- 1) **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
- 2) **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees, or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees, or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466, and other applicable laws govern the liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.
- 3) **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act. At the time this agreement expires, all records will be turned over to Crow Wing SWCD for continued retention. After termination of this Agreement, the parties of this agreement shall continue to have access to the records created pursuant to this Agreement.

4) **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner as agreed upon by all parties and keep each other informed about any delays that may occur.

5) **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.

D) The above represents the full and entire scope of this Agreement. This Agreement can only be altered in writing signed by all parties hereto.

Crow Wing Soil and Water Conservation District

By: _____

City of Brainerd

By: _____



Grant All-Detail Report Projects and Practices 2023

Grant Title - City of Brainerd Mississippi River Gully Erosion 250 Tons TSS

Grant ID - C23-9634

Organization - Crow Wing SWCD

Original Awarded Amount	\$975,000.00	Grant Execution Date	
Required Match Amount	\$243,750.00	Original Grant End Date	12/31/2025
Required Match %	25%	Grant Day To Day Contact	Melissa Barrick
Current Awarded Amount	\$975,000.00	Current End Date	12/31/2025

Budget Summary

	Budgeted	Spent	Balance Remaining*
Total Grant Amount	\$975,000.00	\$0.00	\$975,000.00
Total Match Amount	\$240,000.00	\$0.00	\$240,000.00
Total Other Funds	\$0.00	\$0.00	\$0.00
Total	\$1,215,000.00	\$0.00	\$1,215,000.00

*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

Budget Details

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
Gully Construction	Urban Stormwater Management Practices	Current State Grant	City of Brainerd Mississippi River Gully Erosion 250 Tons TS..	\$905,000.00			N
City Match	Technical/Engineering Assistance	Local Fund	City Match	\$240,000.00			Y

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
Project Development	Project Development	Current State Grant	City of Brainerd Mississippi River Gully Erosion 250 Tons TS..	\$35,000.00			N
SWCD Administration	Administration /Coordination	Current State Grant	City of Brainerd Mississippi River Gully Erosion 250 Tons TS..	\$35,000.00			N

Activity Details Summary

Activity Details	Total Action Count	Total Activity Mapped	Proposed Size / Unit	Actual Size / Unit
------------------	--------------------	-----------------------	----------------------	--------------------

Proposed Activity Indicators

Activity Name	Indicator Name	Value & Units	Waterbody	Calculation Tool	Comments
Gully Construction	PHOSPHORUS (EST. REDUCTION)	250 LBS/YR	Mississippi River	Other	HEC_RAS Model, elevations from as built and back calculations
Gully Construction	SEDIMENT (TSS)	250 TONS/YR	Mississippi River	Other	HEC_RAS Model, elevations from as built and back calculations.

Final Indicators Summary

Indicator Name	Total Value	Unit
----------------	-------------	------

Grant Activity

Grant Activity - Gully Construction			
Description	The Crow Wing Soil Water Conservation District (SWCD) will partner with the City of Brainerd, private landowners, an engineering consultant, and a contractor to install 1,300 linear feet of reinforced concrete pipes within the gully channel. This project will construct a deposition pool, erosion control fabric, and native seed mixes to minimize erosive forces as water is conveyed to the City of Brainerd's Rotary Park Mississippi River floodplain. The \$210,000 committed cash match will be used to hire an engineer to complete the bidding process and construction management.		
Category	URBAN STORMWATER MANAGEMENT PRACTICES		
Start Date	15-Mar-23	End Date	
Has Rates and Hours?	No		
Actual Results			

Grant Activity - City Match			
Description	The City will hire HR Green to complete the construction management and engineering for this project. The City will pay HR Green directly, and the SWCD will request copies of all invoices and hours worked on the project.		
Category	TECHNICAL/ENGINEERING ASSISTANCE		
Start Date	15-Mar-23	End Date	31-Dec-25
Has Rates and Hours?	Yes		
Actual Results			

Grant Activity - Project Development			
Description	The SWCD will coordinate partner meetings. The SWCD will work City to develop a contract for the project and long-term maintenance. The SWCD will utilize press releases and other media forms to notify people about the project. The SWCD will coordinate with City and consultant construction and bidding activities.		
Category	PROJECT DEVELOPMENT		
Start Date	15-Mar-23	End Date	
Has Rates and Hours?	Yes		
Actual Results			

Grant Activity - SWCD Administration			
Description	The SWCD will serve as the fiscal agent. The SWCD will complete the following items, Agreement with the city, pay all bills, track staff hours and expenses by project, complete all annual reporting, and BWSR reconciliations. The SWCD will follow CWF Policy and BWSR Grant Manual.		
Category	ADMINISTRATION/COORDINATION		
Start Date	15-Mar-23	End Date	
Has Rates and Hours?	Yes		
Actual Results			

Grant Attachments

Document Name	Document Type	Description
2023 Competitive Grant	Grant Agreement	2023 Competitive Grant - Crow Wing SWCD
Application	Workflow Generated	Workflow Generated - Application - 08/22/2022
City of Brainerd Gully Erosion Project	Grant	City of Brainerd Mississippi River Gully Erosion 250 Tons TSS
grantmap_35751_2022-08-22_11-41-35-AM.jpg	Grant	City of Brainerd Mississippi River Gully Erosion 250 Tons TSS



Building a Better World
for All of Us®

March 2, 2023

RE: Proposal for Construction Services
Brainerd, Minnesota
Buffalo Hills Gully Restoration

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

Dear Jessie:

The City of Brainerd (City) is requesting construction administration services including construction observation, construction staking, final project review, and record drawings for the Buffalo Hills Gully Restoration project. Enlisting experienced and responsible construction professionals, such as those that Short Elliott Hendrickson Inc. (SEH®) can provide, will be the key to the success of the project.

At SEH, we fully understand that engaging the right expertise to manage your construction investment is essential to ensuring your project is executed, documented, and built according to local requirements, approved plans and specifications, and more importantly your expectations. SEH has built a strong reputation in the area of construction services by providing quality deliverables and successfully demonstrating our ability to truly manage the project delivery process on behalf of our clients.

This letter will serve to explain the firm's understanding of the scope of services, our project team, project approach, and our proposed fees.

PROJECT UNDERSTANDING

The City of Brainerd has requested construction administration services for the installation of storm sewer infrastructure in the Buffalo Hills neighborhood in Brainerd. The improvement project includes tree clearing and grubbing, approximately 1,400 LF of 48" RCP storm sewer pipe, 20 storm sewer structures, 1 flared end section with riprap apron, over 5,000 CY of Common Embankment to be hauled in, grading, turf establishment, live stakes, and tree replacement. We have partnered with H.R. Green, Inc., which gives us the knowledge of the project goals, risks, and stakeholders and a strong understanding of the stakeholder interests and personalities. We offer a seamless transition from the project development phase into the construction phase.

SCOPE OF SERVICES

SEH proposes to provide a highly skilled and experienced construction team which includes a Resident Project Representative (RPR), Survey Crew, and a Project Manager to provide construction management/administration, inspection, and construction staking, services to oversee the construction, and to endeavor to provide further protection for the City against defects and deficiencies in the work of contractor. These services will be provided in a well thought out, efficient, technically sound, and cost-effective approach that is in accordance with all pertinent City of Brainerd Design & Construction Standards.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 101, Brainerd, MN 56401-3540
SEH is 100% employee-owned | sehinc.com | 218.855.1700 | 800.734.6757 | 888.908.8166 fax

SCOPE OF WORK

We are proposing the following tasks for this work:

1. Preconstruction meeting.
2. Provide owners representation on the project.
3. Serve as a liaison between the contractor, and the City during construction.
4. Review and distribute submittals and shop drawings.
5. Provide construction staking as detailed below.
6. Complete all required project closeout construction administration documentation.
7. Maintain a daily diary that documents weather conditions, on-site construction personnel, hours worked, construction equipment used, detailed description of construction activities observed, and documentation of inspection points and field decisions.
8. Conduct on-site observations of the construction in progress to determine if the work is generally proceeding in accordance with the Contract Documents including plans and specifications.
9. Measure, verify and document all contract quantities for payment.
10. Prepare and review pay estimates.
11. Utilize RT Vison One Office for all Contract/Construction documentation.
12. Ensure (NPDES) permit and SWPPP compliance.

The following sections outline the services we will provide based on our understanding of the scope of work and includes key assumptions.

TASK 1 – CONSTRUCTION MANAGEMENT/ADMINISTRATION

HR Green will review and approve shop drawings and lead the preconstruction meeting. The SEH team will review all material testing reports. Our team will act as an extension of the City of Brainerd staff. The City of Brainerd can expect SEH to administer the construction phase consistent with contract documents.

A primary element of our construction management approach will be to communicate effectively and continuously with City staff with regards to integrating our staff and properly meeting the needs of the project. Additionally, SEH values the importance of construction quality assurance which ensures the constructed quality of each project is what it should be, and the City gets what they paid for. We are committed to this approach, and it will be carried through all phases of our work.

TASK 2 – CONSTRUCTION OBSERVATION

SEH's RPR will provide full-time project observation when appropriate during construction and assist with coordination of the surveying and material sampling and testing services. The RPR will attend and participate in all project meetings including the pre-construction conference, weekly coordination meetings, and represent the City on the project. Our RPR will also engage with contractor, sub-contractor staff, City staff and residents on a daily basis to maintain direct knowledge of the construction operations and to ensure that any issues that may arise are quickly and fully resolved.

TASK 3 – CONSTRUCTION STAKING

The SEH team will coordinate with the selected contractor and provide construction staking as follows:

1. Establish or use existing horizontal and vertical survey control points in the project area.
2. Stake silt fence locations at 100-foot intervals and angle points with lath.
3. Stake clear and grub limits at visible intervals and at angle points with lath or ribbon.
4. Storm sewer staking:
 - a. Storm sewer main line to be staked with one offset stake at 50-foot intervals.
 - b. Storm sewer structures to be staked with two offset stakes. Stake cut/fill will be referenced to the outlet elevation of the structure. Stake offsets will reference the center of the structure.
5. Set grading stakes at 50-foot intervals along the corridor center line with cut/fill referenced to proposed finished grade elevations.
6. Stake the proposed location of 20 replacement trees.

TASK 4 – PROJECT CLOSE-OUT

The SEH team will walk the project site with City staff and stakeholders and develop a punch list of items that need corrective action and prepare all required final project closeout documentation.

TASK 5 – RECORD DRAWINGS/AS-BUILTS

SEH will work with H.R. Green, Inc., to prepare record drawings for the project. Data combined from the RPR's observations, supporting documentation, and the as-built locations acquired by our survey team will be used to revise the design files to provide an accurate record of the installed improvements.

PROJECT TEAM

SEH has assembled a highly skilled project team with the expertise, resources, and availability to provide construction administration services to the City of Brainerd with utmost success. Our team brings a long history of completing similar projects, with full construction observation representation, construction staking, construction administration services and submittal review – all important tasks the Buffalo Hills Gully Restoration project requires.

The SEH construction team will be led by Project Manager, **Jeff Evens**, with responsibility to ensure that all team members are fully available and committed to serve on the project. Jeff will be the primary point of contact with the City of Brainerd. He will serve as the quality manager responsible for ensuring that the construction services provided by our team follow our quality assurance procedures while meeting our goal of providing high quality services.

Our Resident Project Representative will be **Paul Bremer**. He will lead our field construction inspection services and will be responsible for the daily onsite construction observation, inspection reports, quantity documentation, and will coordinate the required material sampling and testing.

Our survey crew will be led by Senior Crew Chief, **Brad Wisted**. He will coordinate with the RPR on staking needs and scheduling. Brad will be responsible for ensuring timely and accurate construction staking. Cut sheets will be provided daily when new construction staking is completed for the day.

RELATED PROJECT EXPERIENCE

SEH's recent and relevant project experience includes a variety of private, county, municipal and state roadway construction projects. Many of these projects have included complex staging and public engagement efforts to keep all stakeholders well informed on the status of construction. Regardless of the project's scope, size or location, we are diligent in our efforts to provide construction services that ensure the project will have the highest level of safety during construction, materials that conform to the specifications, clear communication to the client, contractor and appropriate stakeholders and a finished product that will exceed expectations. SEH has built a strong reputation in the area of construction services by providing quality deliverables and successfully demonstrating our ability to manage the project delivery process on behalf of our clients.

ASSUMPTIONS

SEH has made the following assumptions:

1. One set of construction stakes will be provided. Contractors are to protect all stakes until the improvements are constructed and they are no longer required. Replacement of construction stake lost or damaged will be considered re-staking and billed at our standard hourly rate.
2. SEH requires 48-hour notice for construction staking requests.
3. Materials testing will be contracted through the City and is not included as part of our proposal.
4. SEH will conduct weekly project meetings as requested.
5. Additional requested services will be billed at the stated hourly rate.

COMPENSATION

SEH proposes to complete all the services listed in this scope of work on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage and equipment. A detailed work plan of our proposed services is attached. The following is a summary of our estimated fees for the scope of services for each task:

Work Task	Estimated Fee
Task 1 – Construction Management/Administration	\$17,400
Task 2 – Construction Observation	\$29,800
Task 3 – Construction Staking	\$7,515
Task 4 – Project Close-out	\$4,440
Task 5 – Record Drawings/As-builts	\$1,350
Reimbursable Expenses	\$3,625
Total Fee	\$64,130

If less (or more) assistance is needed by the City, SEH's fee will be reduced (increased) accordingly and will be based on the hourly rates for each team member.

Please contact me if you have any questions about the content of our proposal or SEH's qualifications to successfully complete this project for you. Thank you again for the opportunity to submit this proposal and we look forward to working the City of Brainerd!

At your service,



Jeff Evens,
Project Construction Leader, Mgr
SHORT ELLIOTT HENDRICKSON INC.

2023 BUFFALO HILLS GULLY RESTORATION

ATTACHMENT 1

Professional Services - Construction Administration**Work Plan Summary and Fee Estimate****City of Brainerd, Minnesota****March 2023**

WORK TASKS	QA/QA Manager	Project Manager/Survey Manager	Resident Project Representative	Survey Crew Chief	Survey Assistant	HRG Support	SEH TOTAL HOURS	TASK SUBTOTAL COST
Task 1 - Construction Management/Administration	4	68	10	0	0	22	104	\$17,400
Task 2 - Construction Observation	0	0	298	0	0	0	298	\$29,800
Task 3 - Construction Staking	0	4	0	41	20	0	65	\$7,515
Task 4 - Project Close-out	0	12	24	0	0	0	36	\$4,440
Task 5 - Record Drawing	0	0	0	2	0	6	8	\$1,350
Total Project Hours	4	84	332	43	20	28	511	\$60,505.00
Average Rates	\$220.00	\$170.00	\$100.00	\$135.00	\$65.00	\$180.00		

Total Labor Cost	\$60,505.00
Reimbursables	\$3,625.00
Total SEH Fee	\$64,130.00

Total Project Cost	\$64,130.00
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February 28th, 2023

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

**RE: Buffalo Hills Gully Storm Sewer Construction Administration Proposal
City of Brainerd, MN**

Dear Mr. Dehn:

WSB is excited about the opportunity to present this scope of work and deliverables for construction services for the City's Buffalo Hills Gully Storm Sewer Construction Project. The scope of work WSB will provide are the staff and services as necessary to meet the expected outcomes of this contract, which include the following tasks:

- Project Management
- Contract Administration
- Construction Observation and Inspection
- Survey

Deliverables and responsibilities provided for each of the above tasks are described in the Project Approach/Scope of Services below. The intent of the scope is to outline the major tasks required for this project and highlight areas of importance that are needed to complete the requested services. The scope does not list all responsibilities to be performed.

PROJECT UNDERSTANDING

It is our understanding that the City of Brainerd is going to improve the drainage in the Buffalo Hills Gully by constructing a new storm sewer system to convey the drainage from a culvert under Buffalo Hills Ln W to the Little Buffalo Creek drainage way. The new drainageway will consist of a 1,400 linear foot storm sewer and the gully will be backfilled to correct existing erosion issues. In order to provide the construction space for this work there will be approximately 2 acres of clearing and grubbing. Following the project, vegetation will be reestablished with seeding, stabilization, and live staking.

We understand that the proposed project includes the following:

- Installing perimeter controls and clearing and grubbing 1.9 acres of trees.
- Installing 1,400 lineal feet of 48" RCP storm sewer, 20 manholes, and storm sewer outlet.
- Raising the grade of gully by importing approximately 5,000 cubic yards of embankment.
- Restoration of impacted areas.

PROJECT SCHEDULE

Construction is expected to start in 2023. The clearing and grubbing will have to be performed in the winter months due to restrictions relating to endangered species. Based on discussions with the City it seems like the majority of the work will be performed in 2024. WSB will have staff available to execute this project in 2023 and 2024 as needed.

PROJECT APPROACH/SCOPE OF SERVICES

A. Project Management

WSB will provide project management throughout the duration of this project. This will include the following deliverables:

- Prepare materials for and attend the preconstruction meeting and weekly on-site meetings for the duration of the project.
- Prepare materials and coordinate private utility relocations prior to construction.
- Communicate with the City Engineer and Contractor to address project related issues.
- Provide understanding of City's standard construction practices as they relate to the project.
- Provide the necessary resources and direction to WSB personnel to ensure project compliance and quality results.
- Review and verify prepared pay vouchers and documented quantities.
- Provide the tools and equipment needed to WSB personnel to perform and meet the expected outcomes of the project including cell phones, computers, iPad's, PPE, testing equipment, and additional supplies needed to perform the work.
- Provide services required under this contract as necessary to accommodate the contractor's schedule.

We anticipate 80 contract administration service hours over an eight-week period. Matt Indihar P.E., will be managing the construction inspector and the contract. Matt has 11 years of industry experience on similar projects.

B. Contract Administration

WSB will provide contract administration for this project. Our project team will work with the contractor and the city to ensure construction work and activities will be constructed in accordance with the plans and standards and are correctly and adequately documented throughout the project. Scope of work for this task includes:

- Attend construction meetings for close coordination of day-to-day progress of work and ensure the project is being completed as intended.
- Communicate regularly with involved stakeholders to keep them informed regarding the impact of construction to the area, including neighbors, businesses, and local agencies.
- Review, document, and file contractor permits, submittals, test reports, and certificates of compliance.
- Verify and review all labor submittals meet requirements.
- Accurately verify contract pay items daily.
- Prepare all pay vouchers in accordance to project revenues and expenses.
- Prepare contract change documents and cost estimates with negotiations with the contractor on any contract changes.
- Respond to all contractor requests for information (RFI).
- Complete all necessary field finalizing of the project documentation in accordance with project specifications.

C. Construction Observation and Inspection

WSB will provide Construction Observation and Inspection services through construction of the project and final project closeout. This task will include:

- Record all construction activities daily, making a complete and accurate record of all events.

- Ensure construction practices and materials used on site are compliant with project specifications.
- Accurately measure and record contract pay items daily.
- Perform daily reviews of construction signing, detour signing, and construction traffic control maintenance.
- Perform monthly labor compliance interviews.
- Communicate regularly with the Project Manager, Contractor, City, and involved stakeholders.
- Perform reviews of temporary and permanent erosion control measures on the project for compliance to applicable permits and specifications.
- Provide services required under this contract as necessary to accommodate the contractors schedule and needs.
- Exercise the “Authority and Duties of the Inspector” as necessary.

For these tasks we anticipate a portion of this work to be periodic inspection during clearing and grubbing activities and full-time observation during the grading and storm sewer work. The individual we have identified to complete this work is Isaiah Escobedo, a former employee of the City that understands the responsibilities of an inspector on a City of Brainerd project. It is assumed that any turf establishment or landscape planting warranty work will be conducted by City staff.

D. Survey

WSB will provide Survey services through project construction. This will include:

- Verifying datum points are accurate and correct.
- Provide all required construction staking including setting benchmark elevation locations.
This includes:
 - Construction limits at 100-ft intervals
 - Storm sewer manhole locations and offset stakes for piping between structures.
 - Grading stakes for gully at 50-ft intervals indicating cut/fill to proposed finish grade.
- Providing and maintain records for as-builts.

Depending on project sequencing and workload, as determined by the contractor, we will adjust our staffing needs accordingly.

PROPOSED FEE

The estimated cost proposal we are providing is based on the contract documents and anticipated schedule for the work. A better understanding of the level of effort needed will be realized once the contractor presets their approach to the work. WSB will provide the services as outlined in Project Approach/Scope of Services. Our budget was developed based on our understanding of the scope from conversations with the City on February 23rd, 2023, and the 60% plans that were provided. Our estimated fee assumed 8-weeks of construction, working 5 days a week, and 8 hours per day during construction activities. The estimated hours are based on periodic inspections during clearing and grubbing and turf restoration activities estimated to be twenty hours per week for a two-week duration and full-time inspection during storm sewer and grading activities estimated to be fifty hours per week for a six-week duration. We anticipate 372 construction observation service hours for the duration of the project.

Materials testing needs were not indicated as needed in the current scope of work, but WSB has provided an estimated fee for construction materials testing as required for this project. WSB can perform the field test with the staff already budgeted on the project. The additional testing fee would be before lab testing and sample transport.

As delays associated with contractor's progress relating to sited conditions, material delays, weather are somewhat out of our control, we have estimated our project fees based on the current information and assumptions detailed in this proposal at an hourly not-to-exceed basis acknowledging that if actual conditions differ from our assumptions that a fee amendment would be prepared for the City's consideration. WSB will provide the City with monthly project updates and communicate any changes in the scope of work as soon as they are known in order to avoid any surprises concerning the project budget. With that being said, WSB is fully committed to delivering this project providing the services outlined in this proposal within the estimated fee provided.

Proposed Work Tasks	Fee
Project Management	\$ 7,872.00
Construction Engineering and Quality Control	\$ 52,470.00
Construction Contract Administration	\$ 6,804.00
Final Construction Documentation	\$ 4,826.00
Total Cost	\$ 71,972.00

A detailed fee summary is attached in Appendix A.

The proposed scope and fee presented herein represents our complete understanding of the project based on site visits and work performed. If you have any questions or concerns, please feel free to contact me at (218) 341-3614. Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

WSB



Matthew Indihar, PE,
Senior Project Manager



Chad DeMenge, PE
Director of Contract Administration
North Region, MN

Attachments

ACCEPTED BY:

City of Brainerd

By: _____
Jessie Dehn, City Engineer/Public Works Director

Date: _____

Appendix A



Estimate of Cost- East Gull Lake 2023 Street & Trail Improvement Project

WSB Construction Services

15574 Edgewood Drive

Baxter, MN 56425

	WORK TASKContract No						Cost
		Construction Project Manager Matt Indihar, PE	Municipal Project Manager Paul Sandy, PE	Construction Inspection Brock or Isaiah	Survey/Staking 1-Person Crew	Total Hours	
Task	Description						
1	PROJECT MANAGEMENT						
	Project Management	32	8	4		44	\$7,872.00
2	CONSTRUCTION ENGINEERING AND QUALITY CONTROL						
	Construction Surveying and Staking				52	52	\$9,100.00
	Digital Point File				8	8	\$1,400.00
	Pre-Project Inspection / Removal Measurements			16		16	\$1,824.00
	Full Time Onsite Inspection, Field Testing, submittal reviews	6		256		262	\$30,282.00
	NPDES Inspections/Audits	5		16		21	\$2,739.00
	Weekly Progress Reports, Diaries, photos	6		16		22	\$2,922.00
	Weekly Meetings	8		8		16	\$2,376.00
	Document and Submittal Control	5		8		13	\$1,827.00
	Bituminous/Concrete Plant Inspection (Not anticipated)						
3	CONSTRUCTION CONTRACT ADMINISTRATION						
	Pre-Construction Conference	2		2		4	\$594.00
	Material Tracking, Partial Payments, Final Payment	2		15		17	\$2,076.00
	Onsite Meetings and Project Review	4		10		14	\$1,872.00
	Labor Compliance/Prevailing Wage	2		4		6	\$822.00
	Contract Change Management	6		3		9	\$1,440.00
4	FINAL CONSTRUCTION DOCUMENTATION						
	Final Inspection, Files, Punchlist and Permits	4		4		8	\$1,188.00
	Record Survey	1		2	8	11	\$1,811.00
	Final Documentation/ Close-out	5		8		13	\$1,827.00
	Lead Construction Inspection assumptions:						
	Full Time, 40 hrs/week for 8 weeks = 320 hours						
	Plus 2 weeks of part time, 26 hrs/week for 2 weeks = 52 hours						
	Additional Working Days would be charged at the proposed hourly rates.						
Total Hours		88	8	372	68	536	\$71,972.00

Hourly Costs		183.00	195.00	114.00	175.00		
WSB SALARY COSTS		\$16,104.00	\$1,560.00	\$42,408.00	\$11,900.00		\$71,972.00
EXPENSES AND SUBCONTRACTS							
Mileage assumed to be reimbused per established State of Minnesota Rates.							
Material Lab Testing *							\$ 3,105.00
Supplies and Equipment							
*Material Lab Testing is an additional proposed service							
TOTAL CONSTRUCTION SERVICES PROJECT COST with Added Materials Testing (NOT TO EXCEED)							\$75,077.00

Matthew Indihar, PE
Senior Project Manager, WSB
15574 Edgewood Dr.
Brainerd, MN 56425



Real People. Real Solutions.

7656 Design Road
Suite 200
Baxter, MN 56425-8676

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

February 8, 2023

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

RE: Buffalo Hills Gully Storm Sewer Construction Administration Proposal
City of Brainerd, MN

Dear Jessie,

Based on our February 3, 2023 conversation and provided 60% draft construction plan set prepared by HR Green, we are providing our proposal for engineering services associated with Buffalo Hills Gully Improvements in Brainerd.

It is our understanding that the City of Brainerd is addressing an erosion issue by installing storm sewer in an existing gully located behind existing homes in the Buffalo Hills neighborhood. The storm sewer is approximately 1,400 lineal feet, the surface elevation of the area will be raised seven to ten feet, and an enhanced storm sewer outlet will be constructed to protect the adjacent Mississippi River. We understand the proposed project includes the following:

- Installing perimeter controls and clearing and grubbing 1.9 acres of trees.
- Installing 1,400 lineal feet of 48" RCP storm sewer, 20 manholes, and storm sewer outlet.
- Raising the grade of gully by importing approximately 5,000 cubic yards of embankment.
- Restoration of impacted areas.

To assist the City of Brainerd complete this project, we propose to provide the following services as described below:

1. Construction Administration Services – We anticipate 80 contract administration service hours over an eight-week period. Our proposed project manager, Andrew Beadell, P.E., is a professional engineer with eight years of experience.
2. Construction Staking Services – We would provide construction staking services associated with the improvements from our Baxter Office. Our proposal includes an estimated 68 hours for staking calculations and construction staking services.
3. Construction Observation Services - We will provide full time and/or periodic construction observation depending upon the primary construction activity, contract administration, labor/wage compliance interviews (if required with funding), coordinate material testing if necessary, and prepare construction record drawings with a Resident Project Representative (RPR) from our Baxter Office.

- a. Our construction services are based on an estimated construction period of 40 working days. We anticipate 372 construction observation service hours for the duration of the project. The estimated hours are based on periodic inspections during clearing and grubbing and turf restoration activities estimated to be twenty hours per week for a two week duration and full time inspection during storm sewer and grading activities estimated to be fifty hours per week for a six week duration.

SCOPE OF SERVICES

Bolton & Menk, Inc. will complete the following scope of work:

Task 1: Construction Services

Subtask 1.1 Construction Administration

Objective: Perform construction administration.

Description: The project manager will perform the following construction administration responsibilities:

- Attend preconstruction meeting.
- Perform on-site review pertaining to work and progress as needed.
- Attend weekly progress meetings as needed.
- Prepare change orders and written directives.
- Review shop drawings.
- Review and recommend approval of pay requests.

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

Subtask 1.2 Field Staking

Objective: Complete necessary field staking.

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

Site Verification and Control Work:

- Set and/or verify vertical and horizontal control network necessary for accurate construction layout
- Set a network of control points surrounding the site to assist the contractor's machine control grading.

Staking computations:

- Perform computations required to set the required survey stakes. Bolton & Menk, Inc. will reference the certified construction plans and the CAD files provided by the designer

Erosion Control:

- Set stakes indicating the positioning of the silt fence
 - Lath will be set at 100-foot intervals, deflections, beginning, and end of silt fence

Clear & Grub Limits:

- Set stakes indicating the positioning of the clear & grub limits
 - Lath will be set at 100-foot intervals, deflections, beginning, and end of limits

Storm Sewer:

- Set offset stakes indicating the positioning for manhole structures
 - Vertical reference will be set to the lowest pipe invert elevation within the structure
 - Horizontal reference will relate to the center of the manhole structure
 - Stake will not reference distances to the center of the opening for the casting; it is assumed contractor will determine this information
 - Set offset line reference stakes for storm sewer piping between structures at 50-foot stationing
 - Set offset stakes indicating the positioning for the horizontal position of the drain tile lines and bends (no vertical reference provided)

Finished Grade Stakes for Gully:

- Set grade stakes along the proposed finished gully centerline
 - Lath will be set at 50-foot intervals with cut/fill to proposed finished grade

Tree Replacement:

- Set stakes indicating the proposed position of approximately 20 replacement deciduous trees

GENERAL SURVEY ASSUMPTIONS

This proposal is based upon the following assumptions:

- We will provide copies of survey documents for project records; daily cut sheets will be provided detailing the construction stakes set
- Staking is proposed on a one-time basis; other contractors and subcontractors are to protect all stakes until the staked facility has been completed and the stake is no longer required; control points will be protected throughout the project; replacement of lost or obliterated stakes will be considered re-staking and billed in accordance our standard hourly rates as defined in this proposal
- We will have access to the architect and/or civil engineer digital files for our use in extracting data not shown on the paper plans but required for layout of any specific feature; we will not be held at fault for inaccuracies in said electronic file; if the architect and/or engineer charge a fee to receive the digital files it will be billed as an extra fee to the client
- Engineering and surveying services not specifically identified herein are not part of this proposal
- Survey crew will be available to work Monday-Friday between the hours of 6:30am and 6:00pm
- All meetings to be attended by Bolton & Menk, Inc., at the request of the client, will be billed in accordance with Bolton & Menk, Inc.'s standard hourly rates as defined below

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

Subtask 1.3 Construction Observation

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

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

- Provide day-to-day construction observation and coordination between contractor, city, and affected businesses and property owners.
- Maintain daily construction logs.
- Assist Project Manager with preparing monthly pay requests.

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

Task 2: Project Close-Out

Subtask 2.1 Final Project Review

Objective: Review project site with the city and contractor.

Description: We will walk the site with project stakeholders and identify any punchlist items that need to be addressed. Punchlist items will be reviewed until acceptable by the city.

Deliverables: Copy of any punchlist items.

Subtask 2.2 Record Drawings

Objective: Drawings documenting the “as-built” conditions for the city's records and future use.

Description: Bolton & Menk will combine all field information prepared by the RPR, contractor, and subcontractors for use in preparing record drawings. This information will be used to edit the design drawings used for project construction.

Deliverables: The record drawings will be provided to the city for review. Upon approval by the city, the final drawings will be provided in electronic (Adobe PDF) format for printing (if necessary) and archiving. One 11”x17” final hardcopy set will also be provided.

PROJECT SCHEDULE

Bolton & Menk will have staff available to get started upon City acceptance of this proposal and direction regarding timing. Based on our discussion we anticipate construction to commence at the beginning of the 2023 construction season.

ESTIMATED FEES

Based on our understanding of the effort required to assist the City with the Buffalo Hills Gully storm sewer improvements, we estimate the following fee as summarized in the table below. For your review, a more detailed breakdown has been provided. As delays associated with Contractor progress, site conditions, and weather are somewhat out of our control, we propose to provide our services on an hourly not-to-exceed basis with recognition that a fee amendment would be prepared for consideration if actual conditions are encountered like the concerns noted above. We will provide the City with monthly status updates during construction services to avoid any surprises at the end of the project and are willing to

Jessie Dehn, City Engineer/Public Works Director

February 8, 2023

Page 5

continually review with you the scope of our efforts to deliver this project and stay within the project budget.

Work Tasks	Fee
Task 1.1 Construction Administration	\$15,160
Task 1.2 Construction Staking	\$12,364
Task 1.3 Construction Observation*	\$43,520
Task 2.1 Final Project Review	\$3,538
Task 2.2 Record Drawing	\$1,350
Total Cost	\$75,932

*We assume Material Testing, if necessary, will be contracted directly by the City and is not included in our proposal.

This proposal assumes full-time inspection for most of the project. If this is above the city's expectation we are happy to customize our effort to meet the city's needs.

We appreciate the opportunity to provide our proposal for professional services. If you have any questions or need additional information, please contact me at 218-821-7265. If the proposal is acceptable, we will prepare an agreement between the City of Brainerd and Bolton & Menk, Inc. for both parties to sign to finalize acceptance of the proposal.

Sincerely,

Bolton & Menk, Inc.



Phil Martin, PE
Principal Engineer

Enclosures – Fee Summary

FEE SUMMARY

Detailed Cost Estimate								
Client: City of Brainerd				Bolton & Menk, Inc.				
Project: Buffalo Hills Gully								
Task No.	Work Task Description	Principal-in-Charge	Project Manager	RPR	Survey Manager	Survey Crew Chief	Total Hours	Total Cost
1.1	Construction Adminstration	8	80	4	0	0	92	\$15,160
1.2	Field Staking	0	0	0	16	52	68	\$12,364
1.3	Construction Observation	0	0	340	0	0	340	\$43,520
2.1	Final Project Review	0	6	20	0	0	26	\$3,538
2.2	Record Drawing	0	2	8	0	0	10	\$1,350
Total Hours		8	88	372	16	52	536	
Average Hourly Rate		\$201.00	\$163.00	\$128.00	\$178.00	\$183.00		
Subtotal		\$1,608	\$14,344	\$47,616	\$2,848	\$9,516		\$75,932
Total Fee							\$75,932	



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Final Reading – Proposed Ordinance 1549 – Revision of City Codes 1200 and 1205

AGENDA: Main Agenda

ACTION REQUESTED: Hold Public Hearing

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Staff is recommending a revision to City Code to allow the sale and consumption of alcoholic beverages within public parks, streets, and other public places. Proposed Ordinance 1549 would revise Sections 1200 and 1205 of the City Code to allow sale and consumption of alcoholic beverages under the circumstances and conditions as described.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

The subject of alcohol in parks was discussed in December when discussing the new amphitheater facility policies. That discussion raised questions regarding use/sale of alcohol in all parks and public places. When this was brought to the City Council for their review in January, there was additional questions regarding considerations for adult softball at Memorial Park and the campground in Lum Park. The Council and Park Board discussed this matter at the Joint Workshop in February. After final details were agreed upon by the Park Board at March, a proposed ordinance was prepared and reviewed by the City Attorney.

A copy of the proposed Ordinance is included in this packet.

RECOMMENDED ACTION/MOTION:

1. Motion to conduct the final reading of Proposed Ordinance 1549, an ordinance amending Sections 1200 and 1205 of the City Code and dispense with the actual reading.
* Note: a vote to dispense with the actual reading of the ordinance must be unanimous.
2. Hold a Public Hearing on Proposed Ordinance 1549.
3. Motion to adopt Proposed Ordinance 1549, an ordinance amending Sections 1200 and 1205 of the City Code

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

**ORDINANCE
NO. 1549**

**AN ORDINANCE AMENDING SECTIONS 1200 AND 1205 OF THE CITY CODE
CONCERNING SALE AND CONSUMPTION OF
ALCOHOLIC BEVERAGES IN PUBLIC PLACES**

THE CITY COUNCIL FOR THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Purpose.

The existing City Code prohibits the sale and consumption of liquor in public places, while non-intoxicating malt liquor is allowed in limited circumstances in Memorial Park. This amendment provides the opportunity for the sale and consumption of alcoholic beverages in public parks pursuant to temporary on-sale licenses approved by the State under Minnesota Statutes section 340A.404, subdivision 10.

SECTION TWO: Amendment. The following provisions of Section 1200 are amended as indicated, with deleted language struck out and new language underlined:

1200.17 Restrictions on Purchase ~~and Consumption~~. Subdivision 1. Liquor in Unlicensed Places. No person shall sell alcoholic beverages in any public place unless pursuant to a properly issued license ~~or a permit from the Commissioner of Public Safety under Minnesota Statutes, Section 340.119 and no person shall consume liquor in any such place.~~ Alcoholic beverages may be sold in a public place pursuant to a temporary on-sale liquor license, subject to the following conditions:

- a) Only a club or charitable, religious, or other nonprofit organization in existence for at least three years may apply for a temporary on-sale liquor license. The on-sale of alcoholic beverages must be in connection with a social event within the City sponsored by the applicant. The applicant shall also apply for an event permit as required by City Code. The applicant may contract for alcoholic beverage catering services with the holder of a full-year on-sale intoxicating liquor license issued by any municipality or county.
- b) Sale of alcoholic beverages are prohibited from the following parks:
 - 1. Bane Park – 1717 South 7th Street
 - 2. Buster Dog Park – 1101 East River Road
 - 3. Gustafson Park – NE 9th Avenue and N Street
 - 4. Hitch-Wayne Park - 1201 South 7th Street
 - 5. Meadows Park – 9141 Wolves Street
 - 6. Mississippi River Landing – 1201 Evergreen Avenue
 - 7. O'Brien Park – 2424 Pine Street
 - 8. Trailside Park – Beaver Dam Road
 - 9. Triangle Park – 723 Fir Street
- c) The event permit requires approval by the City Council. If approved, the event permit is subject to the terms set forth by the Council. Those terms include the following:
 - 1. The sale of alcoholic beverages is limited to four consecutive days or less as set forth in the license.
 - 2. Sale of alcoholic beverages in public parks is prohibited during organized youth activities.

3. If catered, the event permit applicant shall provide the name and address of the catering entity that holds a full-year on-sale intoxicating liquor license.
4. For events within a public street, the area in which alcoholic beverages are to be sold and consumed must be entirely contained within a building and/or within temporary fencing preventing sale and consumption of alcohol outside the approved area.
5. Individuals shall not bring outside alcoholic beverages into the area covered under the event permit.
6. Alcoholic beverages shall not be sold or consumed within a glass container.
7. One or more peace officers may be assigned to the event at licensee's sole cost. The number and nature of peace officer presence shall be in the sole discretion of the Police Chief or the Chief's designee.
8. The licensee shall provide proof of liability and property insurance. The liability insurance shall be in an amount no less than the tort limits set forth in Minn. Stat. § 466.04. The property insurance shall be in an amount no less than \$500,000 per occurrence.

Subdivision 2. Consumption in Public Places. ~~No person shall consume liquor on a public highway, public park except in compliance with Section 1205.03, Subd. 5, or other public places.~~ Alcoholic beverages may be consumed in a public park, public street, or other public place, subject to the following conditions:

- a) Consumption of alcoholic beverages is prohibited in the following parks:
 - a. Buster Dog Park – 1101 East River Road
 - b. Gustafson Park – NE 9th Avenue and N Street
 - c. Hitch-Wayne Park - 1201 South 7th Street
 - d. Mississippi River Landing – 1201 Evergreen Avenue
 - e. Trailside Park – Beaver Dam Road
 - f. Triangle Park – 723 Fir Street
- b) Consumption of alcoholic beverages in any public street or other public place, other than public parks, must be in connection with a permitted social event within the City.

SECTION THREE: Repeal. Section 1205.03 is hereby repealed.

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

Adopted this ____ day of _____, 2023

KELLY BEVANS
President of the Council

Approved this ____ day of _____, 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Publication date: _____, 2023

NOTICE OF HEARING

The City of Brainerd City Council will be conducting a public hearing to consider Proposed Ordinance No. 1549. The purpose of this ordinance amendment is to amend Sections 1200 and 1205 of the Brainerd City Code concerning the sale and consumption of alcoholic beverages within public parks, public streets, and other public spaces. The proposed ordinance would allow the sale and consumption of alcoholic beverages under certain circumstances and conditions.

A Public Hearing will be conducted by the City Council at 7:30 p.m. Monday, May 15th, 2023, in City Hall Council Chambers, 501 Laurel Street, Brainerd.

The public is invited to attend the hearing to offer input regarding Proposed Ordinance No. 1549. Any individual needing special accommodations please call (218) 828-2307.

Dated this 1st day of May, 2023

Publication Date: May 3rd, 2023

A handwritten signature in dark ink, appearing to read "Jessie Dehn", written over a horizontal line.

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



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Final Reading – Proposed Ordinance 1550 – Revision of City Code 1310

AGENDA: Main Agenda

ACTION REQUESTED: Hold Public Hearing

SUBMITTED BY: City Eng/PW Director Dehn

DEPARTMENT: Public Works

PRESENTER: City Eng/PW Director Dehn

ESTIMATED TIME (MIN): 5 Minutes

SUMMARY OF ISSUE:

Staff is recommending a revision to City Code to prohibit parking of unattended trailers on public streets, alleys, and parking lots during the time period of November 1st through March 31st of each year. Proposed Ordinance 1550 would revise Section 1310 of the City Code to add a provision that described this prohibition as described.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Currently, the code states that vehicles cannot be parked on-street for longer than 48 continuous hours, including trailers, RV's, etc. At that time, they must move at least 3 blocks away and not return for another 48 hours.

Staff has received complaints from residents regarding unattended trailers left on-street and have forwarded those complaints to Police to address from enforcement. Typically, the owners have followed the code and moved their trailers to return them at least 2 days later, in conformance with the City Code. However, unattended trailers do create issues for street maintenance. This prevents maintenance from occurring such as snow plowing, sweeping, etc. from occurring where trailers are parked. Due to the issues of snow clearing during winter months, it was recommended by the Committee to propose an ordinance that would prohibit unattended trailers parked on public streets during this time period each year.

Staff has revised the language of the proposed ordinance based on the discussion of the City Council at the May 1st, 2023 meeting. Language concerning "trailers actively hitched" has been removed and language that clarifies the allowance of work/construction trailers by permit has been added.

RECOMMENDED ACTION/MOTION:

1. Motion to conduct the final reading of Proposed Ordinance 1550, an ordinance amending Section 1310 of the City Code and dispense with the actual reading.
* Note: a vote to dispense with the actual reading of the ordinance must be unanimous.
2. Hold a Public Hearing on Proposed Ordinance 1550.
3. Motion to adopt Proposed Ordinance 1550, an ordinance amending Section 1310 of the City Code

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](#)

**ORDINANCE
NO. 1550**

**AN ORDINANCE AMENDING SECTION 1310 OF THE CITY CODE CONCERNING PARKING
RESTRICTIONS**

THE CITY COUNCIL FOR THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Purpose.

The existing City Code allows for vehicles and trailers to be parked on-street for a period of no more than 48 continuous hours. This amendment would prohibit the ability to leave unattended trailers on-street during the period of November 1st and March 31st of each year.

SECTION TWO: Amendment. The following provision of Section 1310 is hereby amended by adding the following:

1310.05 PARKING PROHIBITED

- s) No unattended trailers shall be parked on a street, alley, or public parking lot within the City of Brainerd during the time period of November 1st through March 31st, including but not limited to: travel trailers; RVs; campers; work/construction trailers; flatbed trailers; equipment trailers, open and enclosed trailers, utility trailers, motorcycle/snowmobile/ATV trailers; boat trailers (with or without a boat); ice fishing houses, etc. Unattended work/construction trailers are allowed during this period under a Right-of-Way Use Permit approved by the City Engineer.

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

Adopted this ____ day of _____, 2023

KELLY BEVANS
President of the Council

Approved this ____ day of _____, 2023

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Publication date: _____, 2023

NOTICE OF HEARING

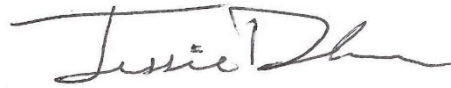
The City of Brainerd City Council will be conducting a public hearing to consider Proposed Ordinance No. 1550. The purpose of this ordinance amendment is to amend Section 1310 of the Brainerd City Code concerning parking restrictions. The proposed ordinance would prohibit parking of unattended trailers on public streets, alleys, or public parking lots during the time period of November 1st through March 31st of each year.

A Public Hearing will be conducted by the City Council at 7:30 p.m. Monday, May 15th, 2023, in City Hall Council Chambers, 501 Laurel Street, Brainerd.

The public is invited to attend the hearing to offer input regarding Proposed Ordinance No. 1550. Any individual needing special accommodations please call (218) 828-2307.

Dated this 1st day of May, 2023

Publication Date: May 3rd, 2023

A handwritten signature in dark ink, appearing to read "Jessie Dehn", written over a horizontal line.

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



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: First Reading of Proposed Ordinance 1551, an Ordinance Amending Section 515-4-8 Outdoor Lighting of the Zoning Code.

AGENDA: Main Agenda

ACTION REQUESTED: Ordinance 1st Reading

SUBMITTED BY: James Kramvik, CDD

DEPARTMENT: Community Development

PRESENTER: James Kramvik, CDD

ESTIMATED TIME (MIN): 5 min

SUMMARY OF ISSUE:

Planning Commission has recommended an amendment to Section 515-4-8 Outdoor Lighting regarding color temperature, dimmable lighting, and performance standards. Planning Commission also recommended that the General Commercial (GC) Zoning District should have a pole height range of (13) feet up to (20) feet with shielding. An attached sketch depicts (13) foot light poles on the perimeter of a parking lot in which light can be spilled into the right-of-way. Interior pole lights can be adjusted to a (20) foot height as long as the light source is directed and remains on the property. The previous zoning code allowed a pole height range of (20) feet to (25) feet in the GC District. City Council reviewed and approved this recommendation at the last City Council meeting.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

This proposed amendment to Section 515-4-8 regulates outdoor lighting on private properties and is separate from the lighting policy recently approved by City Council. However, there were discussions and coordination with Streets Department, BPU, and Parks Department for consistency in Brainerd.

- 1) All new lighting must have a correlated color temperature (CCT) of 3,000 Kelvin (K) or lower.
- 2) All new nonresidential lighting must dim by at least 50% or turn off at 10PM or one hour after close of business, whichever is later.
- 3) Exceptions are included in the proposed ordinance amendment for recreational field lighting, architectural lighting, landscape lighting, and lighting of flags.
- 4) PSP and Park Districts were added to the proposed lighting ordinance with a pole height range of (13) feet to (20) feet with shielding.

RECOMMENDED ACTION/MOTION:

Motion to hold the first reading of Proposed Ordinance No. 1551, an ordinance amending Section 515-4-8 of the Zoning Code and dispense with the actual reading.

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

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

**ORDINANCE
NO. 1551**

AN ORDINANCE AMENDING SECTION 515-4-8, OUTDOOR LIGHTING

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: Section 515-4-8. D of the Zoning Code is hereby amended as indicated, with deleted language struck out and new language underlined:

~~D. Light Trespass~~ Lighting Restrictions and Trespass

1. Color Temperature of Lamps. All new lighting must have a correlated color temperature (CCT) of 3,000 Kelvin (K) or lower.
 - a. All new light fixtures displaying a non-intended correlated color temperature is considered in violation of this ordinance.
 - b. Outdoor commercial or public recreational uses such as, but not limited to, baseball fields, football fields, hockey rinks, and tennis courts are exempted from this paragraph.
2. Dimmable Lighting. All new nonresidential lighting must dim by at least 50% or turn off at 10PM or one hour after close of business, whichever is later.
 - a. Lighting in the Park District is exempted from this paragraph.
3. Maximum Light Levels. Light trespass shall not exceed one (1) foot candle at the center line of a public street or four-tenths (0.4) foot candles at the property line of adjacent residential property as measured at the property line per the method outlined in this Section.
4. The foot candle level of a light source shall be measured at the property line and taken after dark with the light meter held six (6) inches above the ground with the meter facing the light source. A reading shall be taken with the light source on, then with the light source off. The difference between the two readings will be identified as the light intensity.

SECTION TWO: Section 515-4-8. E.1 and E.2 of the Zoning Code is hereby amended as indicated, with deleted language struck out and new language underlined:

E. Performance Standards.

1. Residential Use Standards. All exterior lighting shall be directed away from adjoining residential property or from any public right-of-way. All lighting shall be installed in accordance with the following provisions:
 - a. The luminaire shall contain a full cut off fixture which directs and cuts off light at an angle of 90 degrees or less.
 - b. The light source shall be controlled so as not to light adjacent property in excess of the maximum light levels defined by this Ordinance.
 - c. Architectural and landscape lights that include unshielded fixtures, lighting of entire facades, or architectural features of a building are permitted.
 - i. The bulb or light source shall be directed or shielded from view by an observer at five (5) feet above grade at the nearest property line and shall not be directed into the night sky.
 - ii. Flagpole and path lighting are exempted from the above paragraph.

- d. The maximum height of the fixture, pole, and base above the ground grade permitted for pole light sources is thirteen (13) feet. ~~A light source mounted on a structure shall not exceed the height of the structure.~~
 - i. If the bulb/light source is fully recessed and/or shielded from view by an observer at five (5) feet above grade at the nearest property line, an increase in light source height to a maximum of twenty (20) feet may be allowed.
 - e. A light source mounted on a structure shall not exceed the height of the structure and shall be fully recessed and/or shielded from view by an observer at five (5) feet above grade at the nearest property line. ~~Any luminaire affixed to a structure shall contain a full cut off fixture which directs and cuts off light at an angle of ninety (90) degrees or less.~~
 - i. ~~Any luminaire or light source not affixed to a structure shall be hooded and down cast to protect the night sky.~~
- 2. Business/Industrial Use/Public Semi-Public/Park Standards. All exterior lighting shall be directed away from adjoining residential property or from any public right-of-way. All lighting shall be installed in accordance with the following provisions:
 - a. The luminaire shall contain a full cut off fixture which directs and cuts off light at an angle of 90 degrees or less.
 - b. The light source shall be controlled so as not to light adjacent property in excess of the maximum light levels defined by this Ordinance.
 - c. Architectural, historical, and landscape lights that include unshielded fixtures, ~~that are not shielded,~~ or lighting of entire facades, or architectural features of a building are permitted. ~~In no case shall the light affect adjacent property in excess of the maximum light levels defined in this Ordinance.~~
 - i. The bulb or light source shall be directed or shielded from view by an observer at five (5) feet above grade at the nearest property line and shall not be directed into the night sky.
 - ii. Flagpole and path lighting are exempted from the above paragraph.
 - d. In ~~GC and~~ GC and CC, PSP, and P Districts, the maximum height of the fixture, pole and base above the ground grade permitted for pole light sources is thirteen (13) feet. ~~A light source mounted on a structure shall not exceed the height of the structure.~~
 - i. If the bulb/light source is fully recessed and/or shielded from view by an observer at five (5) feet above grade at the nearest property line, an increase in light source height to a maximum of 20 feet may be allowed.
 - e. In GC, TC, MS, ME Districts, the maximum height of the fixture, pole and base above the ground grade permitted for pole light sources is 20 feet. ~~A light source mounted on a structure shall not exceed the height of the structure.~~
 - i. If the bulb/light source is fully recessed and/or shielded from view by an observer at five (5) feet above grade at the nearest property line, an increase in light source height to a maximum of 25 feet may be allowed.
 - f. In the GI District, the maximum height of the fixture, pole and base above the ground grade permitted for pole light sources is 25 feet. ~~A light source mounted on a structure shall not exceed the height of the structure.~~
 - i. If the bulb/light source is fully recessed and/or shielded from view by an observer at five (5) feet above grade at the nearest property line, an increase in light source height to a maximum of 30 feet may be allowed.

- g. A light source mounted on a structure shall not exceed the height of the structure and shall be fully recessed and/or shielded from view by an observer at five (5) feet above grade at the nearest property line.
- h. Direct or reflected light from high temperature processes such as combustion or welding shall not be visible from any adjoining property.
- i. Location.
 - i. The light source of an outdoor light fixture shall be set back a minimum of three (3) feet from a street right-of-way or residential property and three (3) feet from any other property line.
 - ii. No light source shall be located on the roof unless said light enhances the architectural features of the building and is approved by an Administrative Permit.

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

Adopted this _____ day of _____, 2023

KELLY BEVANS
President of the Council

Approved this _____ day of _____, 2023

DAVE BADEAUX
Mayor

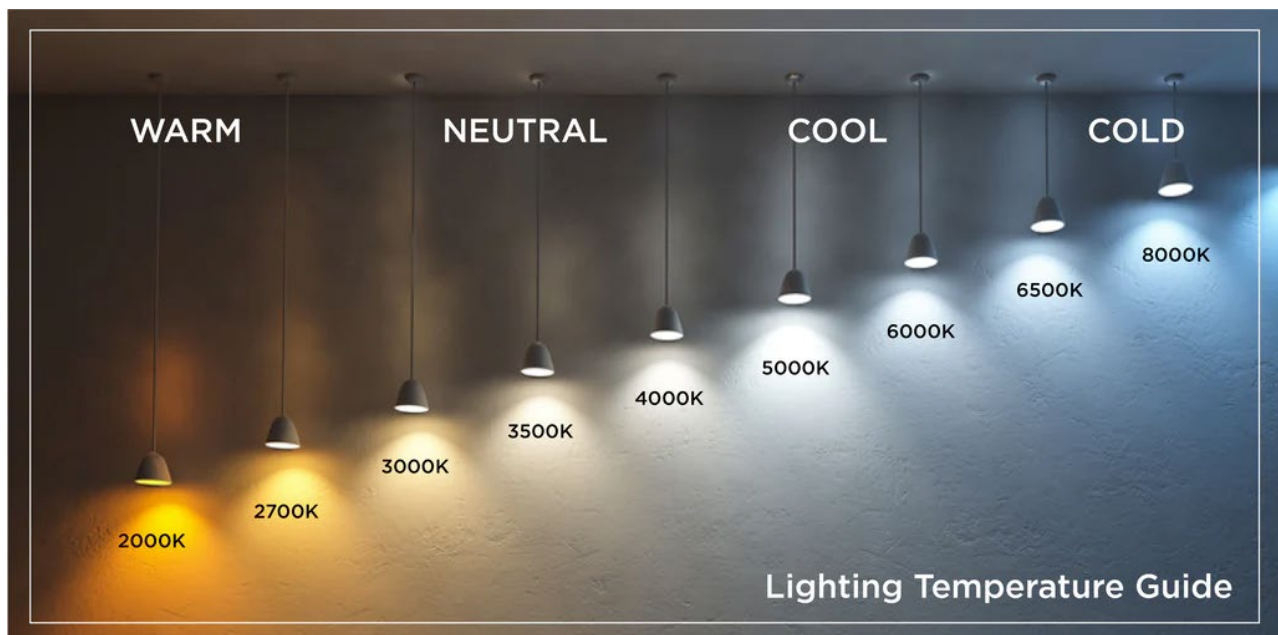
ATTEST: _____
JENNIFER BERGMAN
City Administrator

Published: One Time – _____

Shield and Cutoff Requirement Example



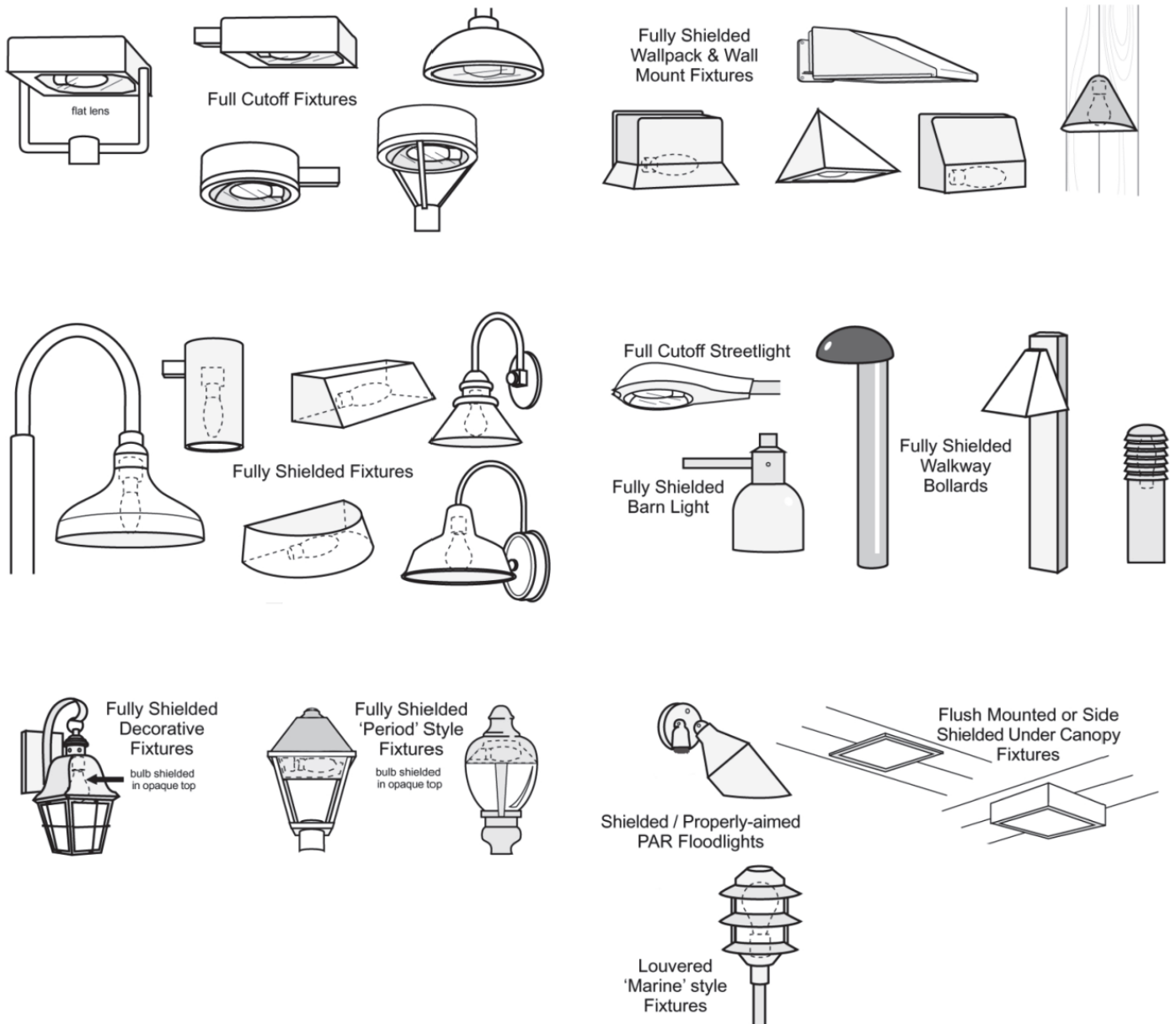
Lighting Color Temperature Guide



City of Sanibel

Dark Sky Light Fixture Guide

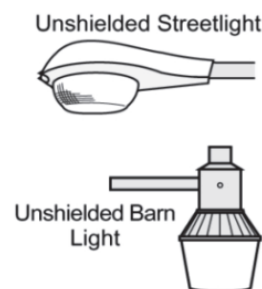
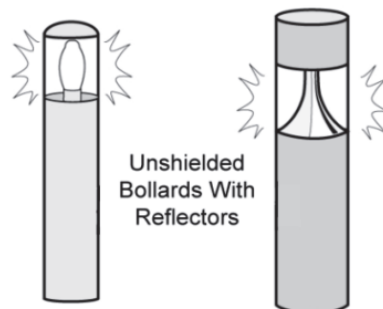
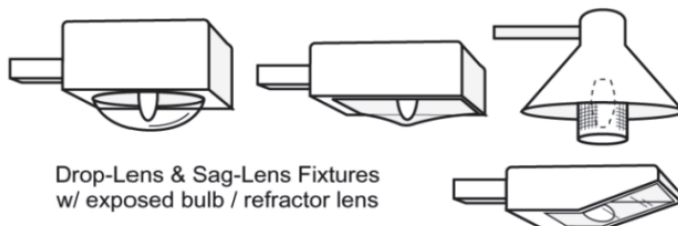
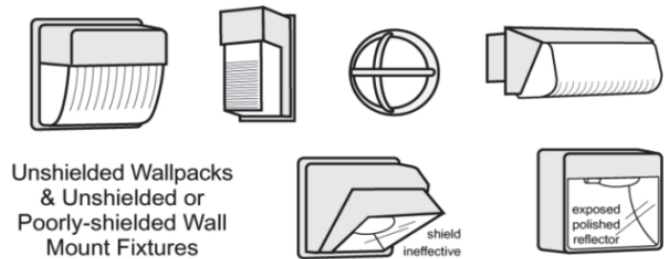
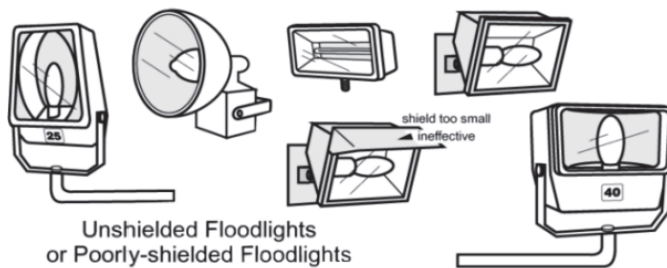
Compliant: Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night

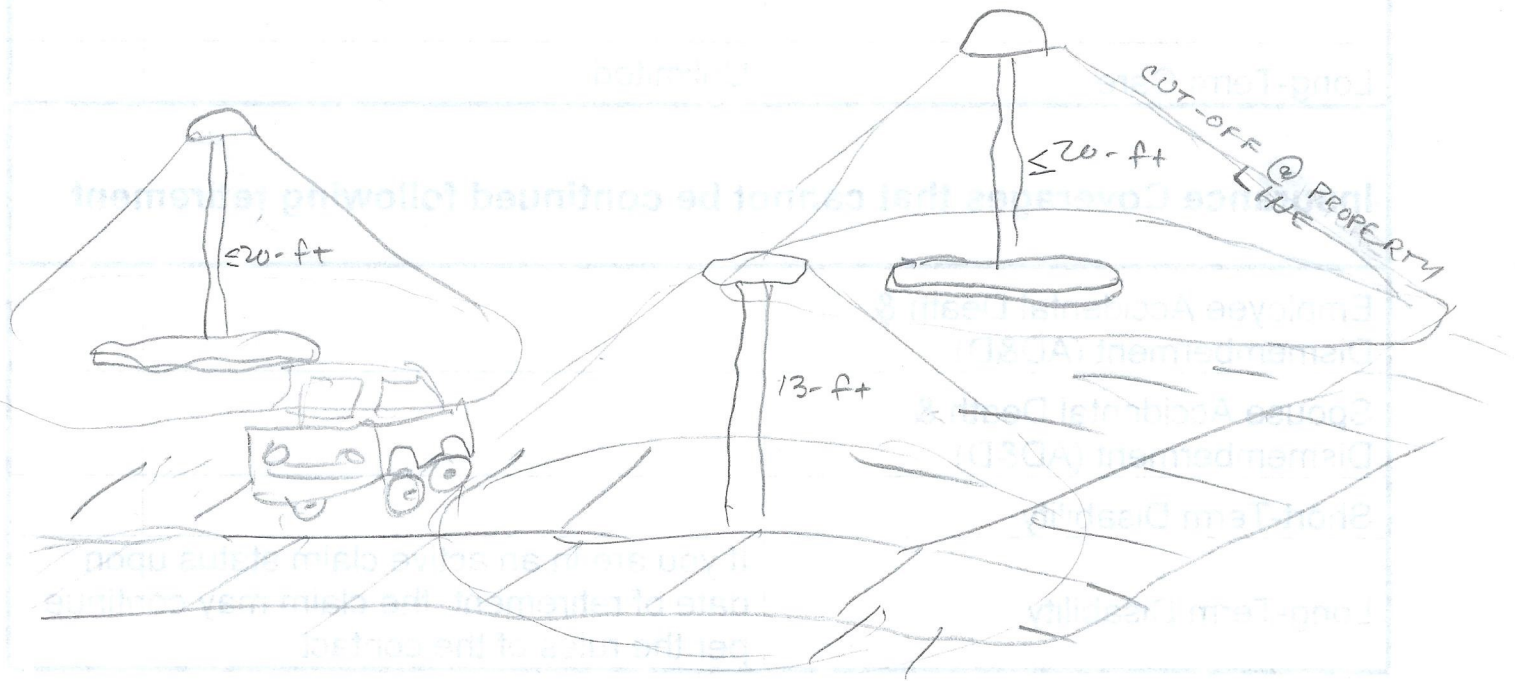


City of Sanibel

Dark Sky Light Fixture Guide

Noncompliant: Fixtures that produce light trespass and glare





EXAMPLE PARKING LOT LIGHTING DESIGN FOR
RESIDENTIAL AND B-1/B-2 DISTRICTS

NOTICE OF HEARING

The City of Brainerd Planning Commission will be conducting a public hearing to consider an ordinance amendment to amend Section 515-4-8 of the Brainerd Zoning Code relating to outdoor lighting color temperature of lamps, dimmable lighting, and lighting performance standards. The proposed ordinance would require all new outdoor lighting in the City of Brainerd to have a correlated color temperature of 3,000 Kelvin or lower. The proposed ordinance would also require all new nonresidential lighting to dim by at least fifty percent or turn off at 10PM or one hour after close of business, whichever is later. The Commission will also consider an amendment to the performance standards of outdoor lighting within Zoning Districts and require all outdoor lighting attached to structures to be fully recessed and/or shielded.

A Public Hearing will be conducted by the Planning Commission at 6:00 p.m. Wednesday, April 19, 2023, in City Hall Council Chambers, 501 Laurel Street, Brainerd.

The public is invited to attend the hearing to offer input regarding the proposed outdoor lighting ordinance amendment. Any individual needing special accommodations please call (218) 828-2307.

Dated this 5th day of April 2023

Publication Date: April 8th, 2023



James L. Kramvik
Community Development Director



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Consider Proposed Language for Cemetery Funding

AGENDA: Main Agenda

ACTION REQUESTED: Direction Requested

SUBMITTED BY: Jennifer Bergman

DEPARTMENT: Admin

PRESENTER: Jennifer Bergman

ESTIMATED TIME (MIN): 2 minutes

SUMMARY OF ISSUE:

As you recall, State Statutes only allows cities of the fourth class or statutory cities to appropriate funds for cemeteries. Evergreen Cemetery reached out to Representative Heintzeman to request he author a bill to revise Minnesota State Statute 471.84 to include home rule charter cities the ability to appropriate funds to cemeteries.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

I received an email from Sam Moyer, Representative Heintzeman's Legislative Assistant, with proposed language. Representative Heintzeman asked if the City is in agreement with the proposed bill and amendment. Rep. Heintzeman is planning to introduce this bill in the 2024 legislative session. Representatives from Evergreen Cemetery will be present at the meeting to answer any questions.

RECOMMENDED ACTION/MOTION:

Consider proposed language to revise Minnesota Statute 471.84 to include home rule charter cities with the ability to fund cemeteries.

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](#)

From: [Sam Moyer](#)
To: [Jennifer Bergman](#)
Subject: FW: Evergreen Cemetery Association Statute Revision
Date: Monday, May 1, 2023 10:34:51 AM
Attachments: [image001.png](#)

*** **Warning:** External sender, use extreme caution with attachments and links ***

Hi Jennifer,

Below is what we heard back from Fred Casey and the Evergreen Cemetery Association.

Let us know whether or not you'd agree with Fred's proposed to language changes to the draft bill.

Thanks,

Sam

From: Fred & Mary Casey <fmcasey@scicable.net>
Sent: Friday, April 28, 2023 5:13 PM
To: Sam Moyer <Sam.Moyer@house.mn.gov>
Subject: Re: Evergreen Cemetery Association Statute Revision

Mr. Moyer:

Thank you for your attention to my email on behalf of Evergreen Cemetery Association. I agree with the proposed language but feel that there should be no restriction on amount. Both the decision as to whether financial support should be provided and the amount of support should be left to the discretion of the governing body involved.

Fred Casey

On 4/28/2023 12:53 PM, Sam Moyer wrote:

Hi Fred,

Thanks for your patience as we looked into this issue.

Dorene Kainz, Rep. Davis' LA, had asked our non-partisan staff to put together some potential language that would help address your issue. Below is the draft language we

received back. I have shared this with the City of Brainerd and I'm waiting to hear back their response. Let us know what you think of the language below:

Minnesota Statutes, section 471.84, was originally enacted in 1951 and has had only a handful of updates since that time. The most recent change to the statute occurred in 2008 when the appropriation amount was changed from \$2,500 to \$10,000. I found no bills introduced in a regular or special session since 2008 that proposed amendments to this statute.

Mr. Casey is correct that the city of Brainerd would not qualify under section 471.84 to appropriate money to a public or private cemetery. It is not a city of the fourth class, nor is it a statutory city (the city has a home rule charter according to the city data I compile annually). Mr. Casey recommends language in his e-mail, but I think it needs to be tweaked. His language also would result in a city or town being able to ignore the \$10,000 limit. Rep. Davis should consider whether this limit should stay, be changed, or be removed.

Here's suggested language from me. I inserted a blank for the appropriation limit until Rep. Davis has thought about it further.

471.84 CEMETERIES; APPROPRIATION BY CERTAIN SUBDIVISIONS.

The governing body of any city of the fourth class or home rule charter or statutory city or town may, in its discretion, appropriate a sum not to exceed \$10,000 \$..... per annum to any public or privately owned cemetery located within or without its boundaries if the cemetery is used for the burial of the dead of any city of the fourth class or the home rule charter or statutory city or town without restriction.

EFFECTIVE DATE. This section is effective the day following final enactment.

Once I get confirmation from the City of Brainerd, yourself and Rep. Heintzeman, we will go ahead and get the language drafted into a bill.

Let me know if you have any questions.

Thanks,

Sam Moyer

Legislative Assistant

Rep. Josh Heintzeman 6B

Rep. Andrew Myers 45A

Sam.Moyer@house.mn.gov

State Office Building 379A

(651) 296.4371



Brainerd City Council Agenda Request

MEETING DATE: May 15, 2023

TITLE OF ITEM: Set Joint Workshop with the Brainerd HRA May 30th at 6:00 p.m.

AGENDA: Main Agenda

ACTION REQUESTED: Approve/Deny Motion

SUBMITTED BY: Jennifer Bergman

DEPARTMENT: Administration

PRESENTER: Jennifer Bergman

ESTIMATED TIME (MIN): 5 minutes

SUMMARY OF ISSUE:

Staff would like to schedule a Joint City Council/HRA Board Workshop for Tuesday, May 30th at 6:00 p.m. Staff has been working with a developer on a potential redevelopment project downtown Brainerd and we would like to have a joint meeting between the HRA Board and City Council to discuss a potential Redevelopment TIF District.

ALTERNATIVE, OPTIONS, EFFECTS ON OTHERS/COMMENTS:

Representatives from Baker Tilly will also be attending the Workshop in May.

RECOMMENDED ACTION/MOTION:

Set joint City Council/HRA Board meeting Tuesday, May 30th at 6:00 p.m.

FINANCIAL IMPACT:

Is there a cost associated with this request: [Click to enter text](#)

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

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