

CITY COUNCIL AGENDA

Brainerd, Minnesota
TUESDAY September 5, 2017
7:30 P.M.
Brainerd City Hall
Council Chambers



Presentation 7:00 P.M.

Dave Unmacht, Executive Director

Dan Greensweig, Administrator /LMC Insurance Trust

1. Call To Order - 7:30 PM

2. Roll Call

___ J. Lambert ___ K. Stunek ___ K. Bevans ___ D. Badeaux

___ G. Johnson ___ S. Hilgart ___ D. Pritschet ___ Mayor Menk

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 Minutes

1. Regular Meeting Held on August 21, 2017
2. Budget Workshop Held August 28, 2017

Documents:

[Meeting Minutes 08-21-17.pdf](#)

[Meeting Minutes 08-28-17 Budget Workshop.pdf](#)

B. Department Activity Reports

1. Fire Chief
2. Parks Director

Documents:

[FD Report Aug.pdf](#)

[PARKS.pdf](#)

C. **Minnesota Lawful Gambling Application For Exempt Permit - Submitted By Brainerd Amateur Hockey Association For An Event To Be Held February 13, 2018 At Essentia Health Sports Center, 502 Jackson St., Brainerd, MN**

6. **Council Committee Reports**

A. **Personnel And Finance Committee**

Documents:

PF Agenda.pdf

1. Approval Of Bills & Payments To Contractors

<u>Contractor</u>	<u>Imp #</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Amount Retained</u>
Braun Intertec	14-01	Material Testing Oak St thru 8/11	\$15,175	\$0
Braun Intertec	14-03	Material Testing Jackson St thru 8/11	\$2,792	\$0
North Star Drilling	14-15	Seal Anderson Brothers Wells	\$3,807	\$0
S.E.H.	14-15	Airport Util Ext thru 7/29	\$23,391	\$0
Tri-City Paving	16-13	Buffalo Hills Resurfacing thru 8/25	\$269,376	\$14,178
Tri-City Paving	14-01	Oak St Mill & Overlay thru 8/25	\$809	\$43
Anderson Brothers	15-12	S. 6th St Frontage thru 8/25	\$76,958	\$4,050
Anderson Brothers	16-10	NW Brainerd Resurfacing thru 8/25	\$41,098	\$2,163

2. Consultant Presentations For Compensation Study

Documents:

Consultant Presentations for Compensation Study.pdf

3. Authorization For Disposal Of Bucket Truck

Documents:

Disposal of Bucket Truck.pdf

4. Request Of Phelps Developers For Revolving Loan

Documents:

[Phelps Developers Request.pdf](#)

5. League Of MN Cities Insurance Trust (LMCIT) Premium Renewal '17-'18

[Documents:](#)

[LMCIT Insurance Renewal.pdf](#)

6. Brainerd Fire Vehicle Washing

[Documents:](#)

[2017 Vehicle washing Agenda Request.pdf](#)

7. Brainerd Public Utility (BPU) Refunding And Bond Issue - Informational

[Documents:](#)

[BPU Refunding and Bond Issue.pdf](#)

B. Safety And Public Works Committee

[Documents:](#)

[SPW Agenda.pdf](#)

1. No Parking Request - North Side Of Vine Street From Broadway Street West To Alley Crossing

[Documents:](#)

[No Parking Request.pdf](#)

2. Event/Street Closure Application - Fire Department Open House

[Documents:](#)

[Event Application.pdf](#)

3. S 6th Street Cooperative Agreement - MnDOT 2018 Construction

[Documents:](#)

[Res - S 6th Street Cooperative Agreement.pdf](#)

4. Safe Routes To School And Sidewalk Extension Proposals

[Documents:](#)

[SRTS and 6th Street Proposals.pdf](#)

5. Wright Street Appraisal

Documents:

Wright St Appraisal.pdf

7. **Unfinished Business**

A. **Call For Applicants - Informational**

(Application Information available on the City's Website
www.ci.brainerd.mn.us)

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

Charter Commission - 1 term (Expire 2020)

Transportation Advisory Committee - 1 term (Expire 2018)

8. **New Business**

A. **First Reading Of Proposed Ordinance 1472 - An Ordinance
Amending Section 900 Of Brainerd City Code Pertaining To Public
Safety And Animals**

Documents:

Ord 1472.pdf

B. **Public Comment On Police Worn Body Cameras**

Documents:

Public Comment PD Cameras.pdf

C. **Resolution Supporting River To Rails Initiative**

Documents:

River to Rails.pdf

9. **Public Forum**

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

10. **Staff Reports**

(Verbal: Any Updates since Packet)

11. **Council Member Reports**

12. **Adjourn**

NOTE: Safety and Public Works Committee will meet at 6:30 P.M.
Personnel and Finance Committee will meet at 5:00 P.M.

ANY INDIVIDUAL NEEDING SPECIAL ACCOMMODATIONS,
PLEASE CALL 828-2307

Visit the [City's Website](http://ci.brainerd.mn.us) (ci.brainerd.mn.us)

MISSION

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

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 Pritschet.

Upon roll call, the following members were noted as present: Hilgart, Lambert, Stunek, Bevans, Badeaux, Johnson and Pritschet. Mayor Menk was also noted as present.

Council President Pritschet opened the meeting with the Pledge of Allegiance to the Flag.

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART, DULY CARRIED, TO APPROVE THE AGENDA.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT THE CONSENT CALENDAR.

A. Approval of the Minutes of the Regular Meeting held on August 7, 2017 - Approved

B. Approval of Licenses – Approved

Contractor's Licenses – 2 - New

C. Department Activity Reports - Approved

1. Police Chief
2. Finance Director

D. Temporary On-Sale Liquor License Application – Submitted by Brainerd American Legion Post 255 for an Event to be held August 26, 2017 at the NP Event Center, 210 Blacksmith Cir., Brainerd - Approved

Upon roll call, members Hilgart, Lambert, Stunek, Bevans, Badeaux, Johnson and Pritschet voted “aye.” No member voted “nay.” The Chair declared the motion carried.

City Administrator Search

Approval of Profile, Job Description, Salary Range and Hiring Process - Informational

The Chair welcomes Mr. Gary Weiers, Consultant with DDA Human Resources Inc. that has been hired to assist in the hiring of the new City Administrator. Mr. Weiers has requested feedback from the Council on the profile draft, review the salary range and timeline of the process. Corrections and modifications will be made in portions of the profile.

Council discussion took place and questions were answered about the profile and salary range.

The timeline that was approved is as follows:

- The position will be posted on Wednesday August 23rd, 2017 through September 20th, 2017.
- The selection of finalists will be reviewed on October 16th, 2017.
- Interviews will take place November 15th and 16th, 2017.

Mr. Weiers commented that he has had a very positive experience working with the City of Brainerd and is impressed with how the City operates and how the staff works together. All of these things are incredibly important with the hiring process as candidates are going to study the City and see how the staff functions.

Council Committee Reports

Safety and Public Works Committee Report

College Drive Maintenance Discussion – Add to August 28th, 2017 Budget Meeting Agenda - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND BADEAUX, DULY CARRIED, TO DISCUSS THE NEED FOR A SEASONAL STAFF MEMBER TO MAINTAIN COLLEGE DRIVE NEXT YEAR.

Council Member Johnson indicated this should be a topic the Park Board should be discussing and to submit a budget request to the City Council by September 1, 2017.

Event/Street Closure Application – Brainerd Homecoming Parade and 5K/10K - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO APPROVE THE EVENT/STREET CLOSURE APPLICATION SUBMITTED BY BRAINERD COMMUNITY ACTION AND THE BRAINERD JAYCEES FOR A PARADE AND 5K/10K TAKING PLACE ON SEPTEMBER 30, 2017 WITH THE CONDITIONS THE EVENT STAFF ORGANIZE WITH THE STREET DEPARTMENT FOR TRAFFIC CONTROL ALONG THE PARADE ROUTE AND WITH THE POLICE DEPARTMENT FOR TEMPORARY CLOSURES ALONG THE 5K/10K ROUTE.

Greenwood Street Restoration – Change Order Request of Improvement 16-13 - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT THE CHANGE ORDER IN THE AMOUNT OF \$5,880 TO COMPLETE THE RESTORATION WORK ON GREENWOOD STREET.

Committee Chair Bevans indicated this adds to the cost of the project, but is reimbursable through our State Aid account.

Large Patch Quotes – Improvement 17-04 - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO AUTHORIZE QUOTES BUDGETED TO STAY UNDER \$10,000 FOR THE PATCHING WORK ON VARIOUS CITY STREETS.

South 6th Street Update - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT THE PROPOSAL FROM MNDOT WITH THE SINGLE SOUTHBOUND LANE BETWEEN WASHINGTON STREET AND FRONT STREET AS SUBMITTED.

Transit Bus Purchase Resolution – Adopted by Resolution No. 44:17

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX TO ADOPT RESOLUTION NO. 44:17 TO PURCHASE A 2017 TRANSIT BUS FROM NORTH CENTRAL BUS COMPANY IN THE APPROXIMATE CITY SHARE AMOUNT OF \$4,736.

RESOLUTION NO. 44:17

Upon roll call, members Hilgart, Lambert, Stunek, Bevans, Badeaux, Johnson and Pritschet voted “aye.” No member voted “nay.” The Chair declared the motion carried.

Transportation Alliance Membership - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO APPROVE THE MEMBERSHIP IN THE TRANSPORTATION ALLIANCE AS PRESENTED IN THE COST OF \$540.

(Added Item) South 6th Street Sidewalk Extension – Informational

Committee Chair Bevans explained a committee consisting of City Administrator Thoreen, City Engineer Sandy, City Planner Ostgarden, Finance Director Hillman and SPW Committee Member Lambert will meet to discuss the project.

Personnel and Finance Committee Report

Approval of Bills & Payments to Contractors

<u>Contractor</u>	<u>Imp. #</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Amount Retained</u>
Tom's Backhoe	14-15	Airport Util Ext thru 8/1	\$97,648	\$3,020

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART TO APPROVE THE PAYMENT OF BILLS AND PAYMENTS TO CONTRACTORS AS RECOMMENDED BY PERSONNEL AND FINANCE COMMITTEE.

Upon roll call, members Hilgart, Lambert, Stunek, Bevans, Badeaux, Johnson and Pritschet voted “aye.” No member voted “nay.” The Chair declared the motion carried.

2018 Life Insurance Renewal - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE 2018 LIFE INSURANCE RATE RENEWAL AS SUBMITTED BY SUN LIFE AS PART OF THE NJPA LIFE INSURANCE POOL.

Committee Chair Johnson explained Sun Life rates increased this year and quotes have been received for other companies. Sun Life had the best rates with the increase being \$1,695 for the year.

Compensation Study Update - Informational

Committee Chair Johnson stated a Request For Proposal (RFP) has been submitted for a Compensation Study. The proposals will be reviewed on Thursday, August 24th, 2017. If any Council Member is interested in attending the review process, contact HR Coordinator Schubert.

Discussion of Interim Period Between City Administrators - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO ACCEPT THE PROPOSAL FROM CITY ADMINISTRATOR THOREN TO SERVE AT .6 FULL TIME EQUIVALENCY (FTE) FROM OCTOBER THROUGH DECEMBER 31, 2017.

Letter of Credit Option for Collateral - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO ALLOW THE APPROPRIATE REPRESENTATIVES TO ENTER INTO A LETTER OF CREDIT ON BEHALF OF THE CITY WITH BREMER BANK AND FEDERAL HOME LOAN BANK OF DES MOINES. FURTHER APPROPRIATE REPRESENTATIVES WOULD BE ALLOWED TO MODIFY THE LETTER OF CREDIT IF AND WHEN NEEDED.

Committee Chair Johnson explained instead of moving our money market funds daily into several accounts, they will be held with Bremer Bank. This option could reduce our bank fees and increase our interest earnings.

PTO Committee Report - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO ACCEPT THE PTO COMMITTEE REPORT AS PRESENTED WITH NO FURTHER COUNCIL ACTION NEEDED.

Driver's License Office Lease Amendment - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE AND AUTHORIZE SIGNATURES ON THE PROPOSED LEASE AMENDMENT AND FOR STAFF TO BE AUTHORIZED TO MAKE THE REQUIRED IMPROVEMENTS AS DESCRIBED IN THE AMENDMENT AS WELL AS LOOKING INTO ESTABLISHING A MAINTENANCE FUND FROM 20% OF THE PROCEEDS FROM RENTAL INCOME.

Committee Chair Johnson stated there are several repairs that will be made in the annex. We receive rent from three tenants each year and it currently is deposited into the general fund. Currently, there is not a fund established for repairs or maintenance to any of our rental buildings. Finance Director Hillman indicated the funds being used for the repairs to the Driver's License Office had originally been set aside for conducting a Facility Study that did not take place this year.

(Added Item) Facility Study – Informational

Committee Chair Johnson said staff was directed to issue the RFP that was reviewed earlier in the year to obtain a facility study. Once this is received, we will know the amount and be able to budget appropriately.

Unfinished Business

Call for Applicants – Informational:

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

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

Charter Commission – 1 term (Expire 2020)

Transportation Advisory Committee – 1 term (Expire 2018)

New Business

Additional Agenda Item for August 28, 2017 Workshop – Approved

City Administrator Thoreen was approached by Mr. Bruce Buxton on a project he is involved with in our community from River to Rails. Mr. Buxton would like to address the City Council prior to pursuing these opportunities further.

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO APPROVE THE PRESENTATION REQUEST BY MR. BRUCE BUXTON ABOUT THE RIVER TO RAIL INITIATIVE.

Planning Commission

Proposed Ordinance No. 1471 – Rezoning 15073 Riverside Drive – Held Over

City Planner Ostgarden turned this over to Council Liaison Lambert for a motion being proposed.

Council Liaison Lambert requests the postponement of the 1st Ordinance Reading for consideration extended for the 60 day review period. This period is set to expire on or about September 17, 2017 with an additional 60 days as permitted by the state statute due to the need for legal advice regarding the expansion clause versus improvement.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS, DULY CARRIED, TO POSTPONE THE REZONING REQUEST 60 DAYS PAST THE EXPIRATION

DATE OF SEPTEMBER 17, 2017 TO ALLOW STAFF TO SEEK LEGAL COUNSEL REGARDING THE ZONING EXPANSION CLAUSE.

Public Forum

The Chair Opened the public forum at 8:24 P.M.

No one came forward.

The Chair Closed the public forum at 8:25 P.M.

Staff Reports

City Planner Ostgarden announced the City of Brainerd received a \$5,000 grant from the Crow Wing County Energized Program towards the Comprehensive Plan update. These funds will be used for public outreach, Qualtrics surveys and ward meetings.

Council Member Reports

Council Member Johnson invited everyone to take part in the 9th Annual DWI Pig Roast at the Judicial Center on Wednesday, August 23rd, 2017 from 11:00 a.m. to 2:00 p.m. The lunch includes a pork sandwich, chips, beverage and a side for \$6.00 per person.

Council Member Stunek announced The Senior Center is hosting a rib-fest on Friday, August 25th, 2017.

Adjourn to the 2018 Budget Workshop Monday, August 28, 2017 at 5:30 p.m.

The Chair adjourned the meeting at 8:30 P.M.

James M. Thoreen
City Administrator

Pursuant to due call and notice thereof, the Budget Workshop of the Brainerd City Council was called to order at 5:30 P.M. by Council President Pritschet.

The following members were noted present: Pritschet, Johnson, Hilgart, Stunek, Lambert, Badeaux, and Mayor Menk. Member Bevans was absent. City Staff present included: City Administrator Thoreen, Finance Director Hillman, City Engineer Sandy, Police Chief McQuiston, Fire Chief Holmes, Park Director Sailer and Planner Ostgarden.

River to Rails Initiative Presentation

Mr. Chuck Albrecht introduced Mr. Bruce Buxton who presented the council with the River to Rails Initiative. Mr. Buxton shared pictures of various buildings that have been or are in the process of being renovated and others of what could be done. The arrangement to make downtown great again needs to be market driven, private investment with public support. Mr. Buxton stated that the time is right to continue the momentum that has been occurring in the City and asked for the council's support with can do proactive support and cooperation. Several community leaders spoke in favor of the initiative and about the momentum that is occurring downtown. A resolution will be presented at the September 5, 2017 council meeting stating the council supports the River to Rails Initiative.

2018 Budget and Levy Discussion

City Administrator Thoreen explained that the preliminary levy needs to be certified to the County by September 30, 2017. The final levy can be lower but cannot be higher than the preliminary levy. The final levy and budget needs to be approved by the end of December.

Finance Director Hillman highlighted information that was discussed in the memos provided to council. The discussion of the workshop focuses on the Working Funds (General, Public Safety, Parks, & Streets), the funds the City needs to levy for operations. Per the City Charter, the information presented tonight is the preliminary budget submitted by the Council President, Personnel & Finance Chair and City Administrator. The budget for the Parks department is as recommended by the Park Board, as required by Charter and includes an additional seasonal maintenance employee to assist with the College Drive landscaping as well as other Park maintenance duties.

Finance Director Hillman reported that even with a certified increase to LGA of \$107,471, a reduction of the amount needed for the debt levy, and a 3.5% increase to the levy as suggested by the Council President, Personnel & Finance Chair, and City Administrator, if the City were to adopt the budget as presented, it would need to cut and/or find additional revenue sources in the amount of \$226,817. Information was also presented on the preliminary change to the estimated market values of the City for pay year 2018, and the estimated impact to a homestead and commercial property if a 3.5% levy were adopted based on a calculation of the change in tax rate.

Council and staff discussion was held. The preliminary levy will be set at the September 18, 2017 council meeting.

Adjourn

The Chair adjourned the meeting at 7:30 P.M.

James M. Thoreen
City Administrator

Brainerd Fire Department

To: Mayor and City Council
From: Tim Holmes, Brainerd Fire Chief
Date: August 30, 2017
Re: August 2017 Fire Department Monthly Report, To Date

This August was a great month for the Brainerd Fire Department to be part of several great community events. We participated in two National Night Out Events in the City of Brainerd and also The Night To Unite Event in Baxter. All events were very well attended and we had some wonderful interaction with the community.

The Crow Wing County Fair was another great event for the community. We had crews working at each evening event in the grandstands and our brat stand was busy. We appreciate all the support from the community.

Brainerd Fire also presented fire extinguisher training to Reichert Bus employees in August.



Brainerd Fire Department conducted required annual testing in August, including testing all the fire hose, ground ladders, and the fire pumps on the apparatus. No major problems were identified and minor repairs were all completed. We have 14,575 feet of fire hose and 412 feet of ground ladders.

We conducted boat operations training with the new Zodiac and had our first rescue with the boat. We also had 6 firefighters attend a 2-day training at Camp Ripley, 'The Nozzle Forward'. This was a great opportunity to have national recognized training nearby. Chief Holmes also attended emergency management training, 'Planning for Event Security', held in Duluth.



We continue to conduct fire inspections and are working on several follow-up inspections.

Brainerd Fire Coverage Area Incident Report (Includes City of Brainerd)

Cooking Fire	3
Outside Rubbish Fire	1
Motor Vehicle Crash with Injuries	3
Extrication, Rescue	2
Hazardous Condition	1
Carbon Monoxide Incident	1
Assist Police, Person in Distress	3
Unauthorized Burning	1
Mutual Aid	1
Canceled Enroute	6
Alarm System Activation	10
Total	32

City of Brainerd Incident Report

Cooking Fire	3
Motor Vehicle Crash with Injuries	1
Extrication, Rescue	2
Hazardous Condition	1
Carbon Monoxide Incident	1
Assist Police, Person in Distress	3
Unauthorized Burning	1
Canceled Enroute	2
Alarm Activation	5
Total	19

Parks and Recreation Report

September 2017

Submitted by Tony Sailer, Director

- The Gregory Park fountain is operational after a 2-year hiatus. A few bugs have been worked out after vandals figured out a way to increase the water flow the second day after it was installed. Staff has corrected that as well as the outer ring spray jets which easily could have been redirected. Staff has received numerous compliments and “thank you’s” from residents once the fountain was again operational.



- The bronze plaque on the rock next to the fountain which gives a brief history of Gregory Park was removed and is being restored by the Daughters of the American Revolution. The rock was moved and new cement will be installed, along with the seven bricks designating families, groups and businesses who donated to the fountain renovation.
- Matt Soukup made a presentation to the Park Board to construct an arbor type structure to replace the gazebo next to the center court area in Gregory Park. The project will be the final project Mr. Soukup needs to complete his final badge to obtain Eagle Scout status. Not only is the gazebo structurally failing, but it also tends to be a gathering place for young adults and teens, and numerous park users have told staff they avoid that area.
- The Brainerd VFW donated \$1,500 for the purchase of United States flags which are hung along Washington and South 6th streets. Nearly all flags need to be replaced each year. Flags were not hung this year as only \$300 in donations had been received earlier in the year.
- St. Joseph’s Foundation donated \$10,000 to the splash pad fund. As of July 31, \$65,515.62 has been collected by the splash pad committee.
- The Kiwanis Park pier project has been completed. The Brainerd Kiwanis Club and the Parks Department collaborated to build a hinged addition to the pier that fluctuates with the water level on Boom Lake.

- A new scoreboard is being installed at Buffalo Hills-Lions Park softball Field 1. The scoreboard was purchased with a donation of \$2,500 from Viking Coca-Cola as part of the 5-year vending contract.
- A crew from Iowa will be at Buffalo Hills-Lions Park on Sept. 19 and will cut down and “paint” the roots of buckthorn. If not managed, the buckthorn could overtake the wooded area and considerably slow the regeneration of the forest following the selective harvest last fall. The Parks Department is working with the Crow Wing County Soil and Water Conservation District on this project.
- The Wounded Warriors Amputee Softball Team will return to Brainerd on July 13, 2018.
- Lydia Herath concluded her internship on Aug. 15. Ms. Herath was an excellent addition to the department and staff hopes she will consider returning next summer.

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

TUESDAY September 5, 2017
City Hall Conference Room
5:00 PM

1. Approval of Bills, Transfer of Funds & Payments to Contractors

<u>Contractor</u>	<u>IMP#</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Amount Retained</u>
Braun Intertec	14-01	Material Testing Oak St thru 8/11	\$15,175	\$0
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2. Consultant Presentations for Compensation Study

3. Authorization for Disposal of Bucket Truck

4. Request of Phelps Developers for Revolving Loan

5. 2017-2018 General Liability & Auto Insurance Renewal

6. Brainerd Fire Department Vehicle Washing

7. BPU Refunding and Bond Issue - Informational



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5, 2017

Title of Item: Consultant Presentation for Compensation Study

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Kris Schubert	Department: Administration
Presenter (Name & Title): HR Coordinator Kris Schubert	Estimated Time Needed: 90 minutes. Presentations start at 5 pm.
Summary of Issue: The deadline to receive proposals for our Compensation System and Pay Equity Study was August 22nd. Four proposals were received and reviewed by Staff. Given the complexity of the overall study process and possible long-term financial impact, the consultants were asked to attend the 9/5/17 Personnel and Finance Committee meeting to make a brief 10-15 minute presentation about their firm/proposal and to answer questions from panel members. Staff decided not to invite one of the consultants based on prior experiences.	
Alternatives, Options, Effects on Others/Comments: Since this is an open meeting, the Mayor and all Council members are invited to attend the consultant presentations. Staff prepared the attached proposal summary to assist in the review process.	
Recommended Action/Motion: Motion to approve retaining the services of XXXX to perform a Compensation System and Pay Equity Study for City of Brainerd/Brainerd Public Utilities.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>depends on consultant</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> Partially, but not fully funded.	

City of Brainerd: Compensation System and Pay Equity Study

Criteria	Firm		
	Arthur J. Gallagher & Co. Fox Lawson & Associates	DDA Human Resources, Inc. (David Drown Associates)	Flaherty & Hood, P.A.
Years of Experience: Principal staff has advised a local govt. client on matters of pay equity and compensation on behalf of a local govt. client.	30 years	19 years	25 years
Resources: Firm's professional staff, support staff and other resources within the firm to meet the needs of the City.	James Fox - Managing Director Mike Verdoorn - Project Manager Greg Mangold - Consultant to Firm Quyang Pan - Consulting Associate August Zhu - Consulting Associate	Tessia Melvin - Lead, 13 years George Gmach - provide oversight and support, 30 years of compensation study work Liza Donabauer - Mgmt Consultant Liz Judd - Assistant Consultant Gary Weiers - Assisting as well	Carol Loncar - HR Project Manager Brandon Fitzsimmons - Attorney Karina Patino - Legal Admin Assistant
Cost of Proposal:	\$21,500-\$30,500 Not to exceed \$30,500	\$18,500 NJPA provides 50% of services cost (up to \$7,500). Total Cost for the City: \$11,000	Not to Exceed Lump Sum \$20,000 Several cost saving options identified that Staff could assist with
Options:	Above cost includes either utilizing published survey sources or a custom survey. The published survey option cost is \$21,500. The Custom survey option adds an additional \$9,000 for a total of \$30,500	None noted	\$1,000 for Employee presentation explaining study. \$3,500 for Position Description updates. \$750 for Appeals process.
Interview Team Notes:	Notes:	Notes:	Notes:
Ranking:			



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5, 2017

Title of Item: Authorization for Disposal of Bucket Truck

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Parks Director Sailer	Estimated Time Needed: 5 minutes
Summary of Issue: The 1995 bucket truck that is used by both the parks and street department did not pass the required annual inspection. The City has spent just under \$10,000 over the past 7 years on maintenance of the truck and staff feels it is not cost effective to put more money into the truck to pass inspection. The bucket truck was used from BPU. Staff is requesting approval to dispose of the bucket truck on the BPU auction to be held in September.	
Alternatives, Options, Effects on Others/Comments: Staff is exploring options for replacement such as renting through Enterprise, finding one to lease when needed, or trying to purchase a used one. A new one will be looked into as an option but staff is thinking it will be too expensive and another option would be more cost effective. The bucket truck is generally used for hanging Christmas decorations, to hang flags on light poles, change lights on buildings, putting up and taking down backstops, and tree trimming. The options and request for replacement will be presented at a later date.	
Recommended Action/Motion: Authorize staff to dispose of the bucket truck at the BPU auction.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>Unknown</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i>	



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5, 2017

Title of Item: Request of Phelps Developers for Revolving Loan

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): John Schommer, Rehabilitation Coord.	Estimated Time Needed: 5 minutes
Summary of Issue: Please see the attached memo from Mr. John Schommer, Rehabilitation Coordinator with the HRA; the loan application from NJMS Phelps Block LLC; and the bid summary sheet.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Authorize a deferred and traditional loan from Local Income Fund 275 be used in the amount of \$39,500. \$19,750 will be in the form of a deferred loan and \$19,750 will be a traditional loan with the rest of the project costs will be the owner's match.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i>	



324 East River Road
Brainerd, MN 56401

Phone: 218/828-3705
Fax: 218/828-8817

To: Mayor and City Council
From: John Schommer, Rehabilitation Coordinator
Date: August 30, 2017
Re: Revolving Loan Request for 711/715 Laurel Street

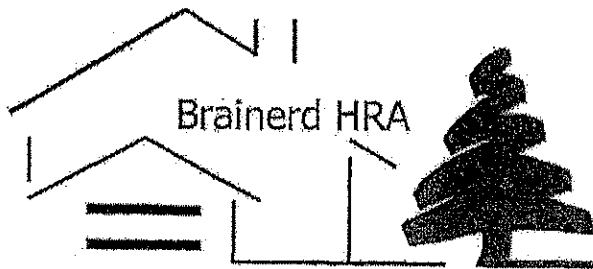
Background – The property located at 711/715 Laurel Street was recently rehabilitated utilizing the SCDP (Small Cities Development Program) grant, after which the space has been rented to Crossing Arts Alliance and Lakes Area Music Festival, respectively. The rehab addressed needed exterior improvements including roofing, façade, windows, awnings, and entire new storefronts.

The building owners have asked for additional assistance as the tenants need a handicapped accessible bathroom to accommodate their customers and the boiler for the building has since started leaking and needs to be replaced (see attached application). The SCDP funds have been exhausted with the previous work, so we are requesting to use the balance in Fund 275, which is approximately \$39,500, to assist with these items.

A scope of work was developed and bids were solicited. The low bid we received for these two projects totals \$71,897.00 (see attached bid summary). Should our request be approved, I recommend following the existing guidelines of 1/3 revolving loan, 1/3 deferred loan and 1/3 owner contribution. Since the balance of the pool is \$39,500 I would recommend offering a deferred loan of \$19,750.00, a traditional low-interest loan of \$19,750.00, with the balance coming from the owners' personal resources.

Requested Action – Approve a deferred and traditional loan from the Revolving Loan Fund for handicapped accessibility and health and safety improvements for 711/715 Laurel Street, Brainerd, MN.





Brainerd HRA

324 East River Road
Brainerd, MN 56401

Phone: 218/828-3705
Fax: 218/828-8817

**Commercial Rehabilitation
Loan Application**

Applicant Information

Name of Applicant: NJMS Phelps Block, LLC

DUNS Number: 08-038-3257

Federal ID Number or Social Security Number: 81-1527388 ☒ Owner or ☐ Tenant

Street Address of Applicant: 2200 Princeton Ave. ^{cell} Office Phone: 808-291-3600

City, State, Zip Code: St. Paul, MN 55105 Home Phone: _____

Contact Person: Joe Phelps Office Phone: 808-291-3600

Home Phone: _____

Property Information

Address of Building to be Rehabilitated: 711 Laurel Street and 715 Laurel Street,
Brainerd MN

Estimated Age of Building: 100 years old

Number of Stories: 2

Estimated Market Value: \$200,000

Current Property Taxes: \$4,500

General Description of Building: two story brick building, commercial units on
ground level with apartments above

Existing Building Use: commercial / residential

Proposed Use of Building: " "

Is this building within a correct zoning classification? ☒ Yes ☐ No

Current zoning? commercial / Apartment

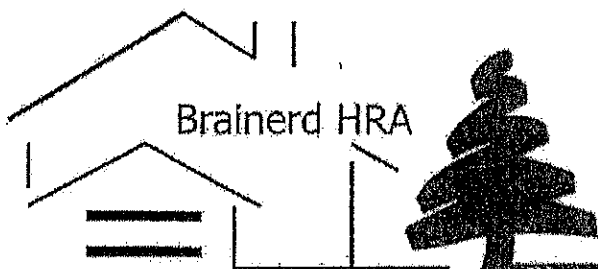
Variances/special use permits? none

Is the building in a Historic District? ☐ Yes ☒ No

Is it on the National Historic Register? ☐ Yes ☒ No

Is it in a Floodplain? ☐ Yes ☒ No





Brainerd HRA

324 East River Road
Brainerd, MN 56401

Phone: 218/828-3705
Fax: 218/828-8817

**Commercial Rehabilitation
Loan Application**

Ownership Information

Ownership interest in property to be improved:

- ☐ Contract for Deed
☒ Free and Clear, with mortgage debt
☐ Mortgage
☐ Lessee: Specify terms of Lease: _____
☐ Other: Specify: _____

Name(s) on Title: Specify ownership interest of each name on the title:

NJMS Phelps Block, LLC - Fee title

Amount of Outstanding Principal owed on Building:

\$165,000

NOTE: Attach proof that mortgage is current and proof of insurance on the building

Estimated Rehabilitation Costs and Requested Loan Information

Describe Proposed Improvements: (SCDP funds can only be used for exterior improvements and to correct code violations.)

Exterior:

Signs:

Awnings:

Mechanical Systems:

Boiler: ~ \$50,000

Architectural Services:

Interior:

ADA Bathroom: ~ \$27,500

Estimated Total Cost of Proposed Rehabilitation Work: \$ 77,500

Requested Loan Amount from Program:

\$ 51,666

Matching Amount:

\$25,834

Sources of Match: ☒ Personal Savings ☒ Mortgage ☐ Private Loan ☐ Other _____

I/we certify that all statements on this application are true and correct to the best of my/our knowledge. I/we understand that any intentional misstatements will be grounds for disqualification. I authorize program representatives the right to access the property to be improved for the purpose of inspecting or obtaining information for the rehabilitation loan program.

Applicant:

manager, NJMS Phelps Block, LLC

Date:

8/2/17





Brainerd HRA

324 East River Road
Brainerd, MN 56401

Phone: 218/828-3705
Fax: 218/828-8817

Bid Summary

Property Owner: NJMS Phelps Block LLC Project Number: 711-715 DT RLV LN
Address: 711-715 Laurel St.
Brainerd, MN 56401

Bidders	Unsuccessful Bid Amount	Successful Bid Amount
Hy-tec Construction (Bathroom)		\$26,146.00
Hytec Construction (Boiler)		\$45,748.00
Nu-Way Construction (Bathroom)	\$27,920.00	
Nu-Way Construction (Boiler)	\$47,680.00	

Contract Awarded	Total Project Cost	Funding Source Amount
1.	\$	SCDP: \$
2.		Other: \$
3.		

Contractor Information: *Provide for each contractor*

Female Owned: ☐ Yes ☒ No

Race Code*: 1

Hispanic Ethnicity: ☐ Yes ☒ No

Race Code: 1 = White; 2 = Black or African American; 3 = Asian; 4 = American Indian/Alaskan Native;
5 = Native Hawaiian/Other Pacific Islander; 6 = American Indian/Alaskan Native & White; 7 = Asian & White;
8 = Black/African American & White; 9 = American Indian/Alaskan Native & Black/African American; 10 = Other Multi-Racial





Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: August 7, 2017

Title of Item: League of MN Cities Insurance Trust (LMCIT) Premium Renewal '17-'18

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Craig Miller, WE Ins.	Estimated Time Needed: 15 minutes
Summary of Issue: Mr. Craig Miller from Weizenegger-Engel Insurance will be at the meeting to present the 2017-2018 general liability and auto insurance renewal information. Information is attached for your review.	
Alternatives, Options, Effects on Others/Comments: The City (excluding BPU, but including transit, airport, library) budgeted the 2017 insurance to be \$198,549. Based on the attached information, the actual cost for 2017 is estimated to be \$184,854, an estimated \$13,695 under budget.	
Recommended Action/Motion: Approve the insurance renewal from the LMCIT for June 1, 2017 - May 31, 2018.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u>	



(218) 829-4721
FAX (877) 829-0594
301 N.W. 6th St.
Brainerd, MN 56401

August 30, 2017

Brainerd City Council
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

RE: LMCIT Insurance Renewal

Dear Council Members,

Enclosed is the City's renewal premium summary, along with a comparative premium breakdown for the City, Brainerd Public Utilities and the Transit department.

Overall, the annual premium has decreased approximately 1%. Rates for Property & Equipment Breakdown have been reduced. The average liability rate remained flat - with an increase in rates for Police and a reduction in Sewer Backup & Land Use. Municipal and Auto Liability rates were also negatively affected by the City's experience rating, which went from 1.094 to 1.167.

Coverage changes include automatic inflationary increases to Property limits. Also, there were changes to Mobile Equipment and Automobile that were reviewed and adjusted when the application was completed.

As in the past, we have received a proposal from the LMCIT for Excess Liability coverage with a limit of \$1,000,000. The annual premium for this coverage is \$39,690, with the cost allocated approximately 45% each for the City and Utility and 10% for Transit. Coverage would exclude Downstream Liability. Under your Municipal Package policy, Statutory Tort Limits do not apply to claims under Federal civil rights laws (employment practices, discrimination, etc.), liability assumed by contract or "taking" of property which makes this a coverage to consider.

Please let me know if you have any questions or concerns on this. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Miller'.

Craig Miller

Cc: Todd Wicklund, BPU



**MUNICIPAL INSURANCE PACKAGE
2017 - 2018**

**City of Brainerd
Brainerd Public Utilities
Brainerd-Crow Wing County Transit**



Prepared by: Craig Miller

WEIZENEGGER
ENGEL **INSURANCE**

301 NW 6th Street, Brainerd, MN 56401 (218) 829-4721

PREMIUM SUMMARY

**CITY OF BRAINERD, BRAINERD PUBLIC UTILITIES &
BRAINERD & CROW WING PUBLIC TRANSIT**
- All Departments Combined -
League of Minnesota Cities Insurance Trust
June 1, 2017 to June 1, 2018

COVERAGE	EXPIRING PREMIUM 2016/2017	RENEWAL PREMIUM 2017/2018
Building & Contents	\$99,270	\$98,899
Equipment	\$11,865	\$6,487
Municipal Liability	\$131,192	\$142,147
Public Officials E&O	Included	Included
Automobile	\$68,104	\$59,653
Blanket Employee Bond	\$1,789	\$1,792
Equipment Breakdown	\$12,863	\$12,777
Open Meeting Law	Included	Included
<i>TOTAL ANNUAL PREMIUMS</i>	<i>\$325,083</i>	<i>\$321,755</i>

08/30/2017

PREMIUM SUMMARY - City

- CITY OF BRAINERD -

**League of Minnesota Cities Insurance Trust
June 1, 2017 to June 1, 2018**

COVERAGE	EXPIRING PREMIUM 2016/2017	RENEWAL PREMIUM 2017/2018
Building & Contents	\$16,340	\$16,336
Equipment	\$7,773	\$3,688
Municipal Liability	\$103,903	\$111,035
Public Officials E&O	Included	Included
Automobile	\$33,165	\$22,550
Blanket Employee Bond	\$895	\$896
Equipment Breakdown	\$3,042	\$3,015
Open Meeting Law	Included	Included
<i>ANNUAL PREMIUM</i>	<i>\$165,118</i>	<i>\$157,520</i>

08/30/2017

City of Brainerd
Premium by Department
June 1, 2017/2018

	Property	Equipment	Liability	Auto	Bond	Equipment Breakdown	Open Meeting Law	TOTAL
City	\$5,178	\$36	\$27,942	\$2,056	\$896	\$956	\$0	\$37,064
Str/Swr	\$1,637	\$2,075	\$18,677	\$4,445		\$302		\$27,136
Police	\$1,740	\$645	\$59,048	\$7,592		\$321		\$69,346
Park	\$2,732	\$215	\$2,902	\$1,836		\$504		\$8,189
Fire	\$1,791	\$717	\$1,694	\$6,621		\$331		\$11,154
Library	\$3,258		\$150			\$601		\$4,009
EDA			\$122					\$122
Airport			\$500					\$500
SUBT	\$16,336	\$3,688	\$111,035	\$22,550	\$896	\$3,015	\$0	\$157,520
Transit			\$1,248	\$24,652				\$25,900
TOTAL	\$16,336	\$3,688	\$112,283	\$47,202	\$896	\$3,015	\$0	\$183,420

PREMIUM SUMMARY - BPU

- BRAINERD PUBLIC UTILITIES -

**League of Minnesota Cities Insurance Trust
June 1, 2017 to June 1, 2018**

COVERAGE	EXPIRING PREMIUM 2016/2017	RENEWAL PREMIUM 2016/2017
Building & Contents	\$82,930	\$82,563
Equipment	\$4,092	\$2,799
Municipal Liability	\$26,122	\$29,864
Public Officials E&O	Included	Included
Automobile	\$12,068	\$12,451
Blanket Employee Bond	\$894	\$896
Equipment Breakdown (excl. Hydro)	\$9,821	\$9,762
Open Meeting Law	Included	Included
<i>ANNUAL PREMIUM</i>	<i>\$135,927</i>	<i>\$138,335</i>
<u>Stand-Alone Coverage (non-LMCIT)</u>		
Hydro - Equipment Breakdown (Factory Mutual Insurance)	\$20,061	\$20,661

08/30/2017

Brainerd Public Utilities
Premium by Department
June 1, 2017/2018

	Property	Equipment	Liability	Auto	Bond	Equipment Breakdown	Open Meeting Law	TOTAL
Electric	\$2,824	\$769	\$2,655	\$8,092		\$520		\$12,803
Hydro	\$27,260		\$1,021	\$237				\$1,149
- BI/EE	\$2,300							
Disposal	\$32,679	\$376	\$1,021	\$1,286		\$6,020		\$45,497
Water	\$11,363	\$1,603	\$2,451	\$1,068		\$2,092		\$25,664
General	\$6,137	\$51	\$22,716	\$1,768	\$896	\$1,130	\$0	\$33,959
TOTAL	\$82,563	\$2,799	\$29,864	\$12,451	\$896	\$9,762	\$0	\$138,335

PREMIUM SUMMARY - Transit

- BRAINERD & CROW WING PUBLIC TRANSIT -

League of Minnesota Cities Insurance Trust
June 1, 2017 to June 1, 2018

COVERAGE	EXPIRING PREMIUM 2016/2017	RENEWAL PREMIUM 2017/2018
Building & Contents		
Equipment		
Municipal Liability	\$1,167	\$1,248
Public Officials E&O	Included	Included
Automobile	\$22,871	\$24,652
Blanket Employee Bond		
Equipment Breakdown		
Open Meeting Law	Included	Included
ANNUAL PREMIUM	\$24,038	\$25,900

08/30/2017



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5th, 2017

Title of Item: Brainerd Fire Vehicle washing

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Fire Chief Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Holmes	Estimated Time Needed: 10 minutes
Summary of Issue: Review and approve a proposed guideline to allow the washing of firefighter's personal vehicles at the Brainerd Fire Department. Proposed Standard Operating Guideline is attached.	
Alternatives, Options, Effects on Others/Comments: In 2009 the benefit of washing vehicles was taken away. In 2015 we made significant changes to the fire department including a new fire chief and the change from some full time equipment operators to a move to all paid on call firefighters. There are a number of benefits to allowing firefighters to wash their vehicles at the fire station. Some of those benefits are; there is an increased likelihood that there would be firefighters at the station when a call is received, highly valued benefit for recruitment and retention, and the value of firefighter comradery and department morale. Paid on call firefighters would also cover the cost of all vehicle washing soap for the entire department including the soap used to wash all the fire apparatus.	
Recommended Action/Motion: Approve the washing of firefighter's personal vehicles at the Brainerd Fire Department within the guidelines of the proposed SOG.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

Brainerd Fire Department Standard Operating Guideline Personal Vehicle Washing

Purpose

Washing personal vehicles is allowed at Station #1 and Station #2. Therefore, it is a guideline of the Department that the following procedures are followed for the safety and stewardship of city resources.

Procedure

Personal vehicle washing can in no way impede the response of emergency vehicles or compromise operations in any way.

Washing personal vehicles will not take place during general alarms, department training or any other department function. Washing of personal vehicles may be limited because of other events or training.

The keys shall be left inside a firefighter's personal vehicle while it is inside the station in case the vehicle needs to be moved.

When washing personal vehicles, firefighters must be able to immediately respond to all calls.

Vehicle ramps are not allowed. Raising or jacking the vehicle is not allowed. No person or any portion of a person's body may be under a vehicle if it is lifted or jacked.

The area must be cleaned up thoroughly when you are finished. Sand and dirt picked up and the floor cleaned and squeegeed.

The city reserves the right to amend or revoke this guideline at any time should circumstances so dictate.

Benefits

- *Increases the chance of firefighters being in the station when a call is received, which in turn gets apparatus responding to the incident even quicker.*
- *Allows firefighters to see posted duties or event details more frequently.*
- *May assist in recruitment and retention of firefighters. Highly valued benefit by firefighters.*
- *Build comradery and morale within the department.*



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5, 2017

Title of Item: BPU Refunding and Bond Issue - Informational

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 minutes
Summary of Issue: BPU is planning on refunding their 2007A bond issue as well as getting additional bond funds to finish the apron project. The debt is estimated to be \$6,640,000. The Utility is considering a private placement rather than a public sale. The private sale is not certain, but indications are such that the rates being proposed are very good.	
Alternatives, Options, Effects on Others/Comments: The private placement process is different than a public sale in that it doesn't require an Official Statement or a rating and the time to process can be much quicker. As an example, with a public sale, council would be asked to set sale on September 18th, and then would issue the electric bonds on October 16th. With a private placement, the council can skip the "set-sale" step and accept the private placement offer on September 18th, if the Utility determines that this is the best route for the Utility to go. If the Utility goes with the private placement, there will be a Utilities Commission meeting for the 18th, prior to the council meeting so that they can take action prior to the Council Meeting.	
Recommended Action/Motion: Informational	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

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

September 5, 2017
City Council Chambers
6:30 PM

1. No Parking Request – North Side of Vine Street from Broadway Street West to Alley Crossing
2. Event/Street Closure Application – Fire Department Open House
3. S 6th Street Cooperative Agreement – MnDOT 2018 Construction
4. Safe Routes to School and Sidewalk Extension Proposals
5. Wright Street Appraisal



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5, 2017

Title of Item: No Parking Request - North Side of Vine Street from Broadway to Alley

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering
Presenter (Name & Title): Paul Sandy, City Engineer	Estimated Time Needed: 5 Minutes
Summary of Issue: A no parking request was received for the north side of Vine Street between Broadway Street west to the alley crossing by a Mr. Casey Vogt, owner of 1122 Broadway Street. Notice about the request was sent to all affected property owners who live in close proximity to this location and may use the street for parking. The notice included the time and date of the council meeting if they wish to speak for or against this request.	
Alternatives, Options, Effects on Others/Comments: Mr. Vogt has stated because of the amount of vehicles that park on this portion of Vine Street due to the multi-unit homes across the street, it makes it difficult for him to get out of his driveway during heavy snows when the plows come by. He has stated this is attributed to cars being parked too far out into the street and the plows not being able to get by the parked vehicles. Staff feels that this issue at hand may be resolved with the new snow plowing ordinances and the N-S and E-W plowing on day 1 and day 2 respectively. Plow drivers should still be able to plow the street day 1, then parking enforcement would happen day 2 to ensure the street is plowed curb to curb. Vine Street is our standard 35' wide street with parking on both sides. Staff is recommending this request be denied due to the re-organized snow plowing ordinances and the opportunity for both plowing and parking restrictions to take place so that the street may be plowed the full width when a snow emergency is declared.	
Recommended Action/Motion: Staff recommends denial of the request.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



1 Items

PIN	TDTDNM	OWNIDN	Owner Name	Owner Address	OWADR2
☒ 091860010010009	CITY OF BRAINERD	145584	VOGT, CASEY T	1122 BROADWAY ST	BRAINERD, MN

☒ NO PARKING
REQUESTED

Google Maps

898 Vine St

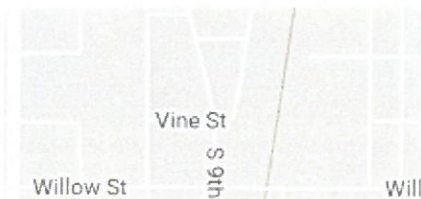
Street View - Vine Street Looking West



Image capture: Jul 2014 © 2017 Google United States

Brainerd, Minnesota

Street View - Jul 2014



NO PARKING
REQUESTED



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5, 2017

Title of Item: Event/Street Closure Application - Fire Department Open House

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering
Presenter (Name & Title): Paul Sandy, City Engineer	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is an event application for the Fire Department Open House to take place on October 12, 2017 from 5 PM - 7PM.	
Alternatives, Options, Effects on Others/Comments: The Event is requesting to close East River Road between Front Street and Laurel Street between 4 PM and 8 PM on this date. Road closures using barricades and cones will be necessary. No other departments had conditions for the approval.	
Recommended Action/Motion: Staff would recommend approval of the event/street closure application for the Fire Department Open House to take place on October 12, 2017 from 5 PM - 7 PM with the conditions that the applicant organize traffic control for the event with Street Department staff.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



Street Closure, Special Event And Festival Application

Brainerd, Minnesota

Thank you for your interest in organizing a special event in Brainerd. The City is home to numerous cultural, community, and recreational events. These events are integral to our sense of community, and they play an important economic role by increasing tourism, generating downtown foot traffic, and fostering a festive atmosphere within the City. We look forward to working with you to help make your event a success.

All special events and festivals that require significant logistics planning between City departments or are requesting a street closure must submit this application to the City Administrator's Office at least thirty (30) days prior to the event. Event planners are encouraged to submit their applications as early as possible. City Council must approve all street closure requests, and additional licenses and permits may also be required, as outlined in part III of this application.

For questions, please contact the City of Brainerd Engineering Office at:

501 Laurel Street
Brainerd, MN 56401
Phone: (219) 828-2309
Email: engineering@ci.brainerd.mn.us

Application for a Street Closure, Special Event and Festival Permit

PART I: GENERAL INFORMATION

Name of the event: Brainerd Fire Department Open House
Date(s) of the event: October 12, 2017
Time of event (setup to breakdown): 5 to 7 pm
Location: 23 Laurel Street
Estimated number of attendees: 1,000+

Organizer Information

Organizer's name (Please print): Tim Holmes, Fire Chief
Organizer's address: 23 Laurel Street
Event contact person: Tim Holmes
Event contact daytime phone number: (h) _____ (w) ²¹⁸⁻⁸²⁸⁻²³¹² _____ (c) _____
Event contact persons e-mail address: tholmes@ci.brainerd.mn.us
Contact name and phone number to be used on the day of the event:
(h) _____ (w) ²¹⁸⁻⁸²⁸⁻²³¹² _____ (c) _____
For Profit/Nonprofit status (type): _____

Applicant Information, if different from the event organizer:

Applicant name (Please print): _____
Applicant address: _____
Applicant's telephone number (h) _____ (w) _____ (c) _____
Event contact e-mail address: _____

Description of Activities

Brief description of the activities planned during the event: Fire prevention displays

If a parade, please describe the proposed route with the assembly and dispersal locations and attach a map: _____

Site Information

Electrical usage?

Yes ☒ No ☐

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

Amplified sound?

Yes ☐ No ☒

Description of any recording and sound amplification equipment to be used in your event and the times:

Restrooms provided?

Yes ☒ No ☐ How many? On scene

A ratio of 1 restroom for every 100-150 people is recommended.

Company contracted for restrooms: _____

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

Sign, banners, and posters/flyers?

Yes ☒ No ☐

Locations and descriptions: On scene

Trash Disposal?

Yes ☒ No ☐

Company contracted for trash disposal: On scene

Event Layout and Street Site Map

Yes ☒ No ☐

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

Area Notification

Please describe your plans to notify property owners, tenants, and/or businesses within 300 feet of the event or festival site prior to City Council meeting.

NA

PART II: STREET CLOSURE REQUEST

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

Throughout all events, businesses should be reasonably accessible to the general public. If a business's entrance is blocked by the event layout, then accommodations such as signage, handbills, or similar methods should be made available to mitigate the impact on customer access. If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the road of the proposed closure. All street closures must be approved by City Council.

Please 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").

East River Road between Front and Laurel Street

Time and date for beginning of street closures: 4 to 8 pm, October 12, 2017

Time and date for reopening of streets: 8 pm, October 12, 2017

Please describe your plans to notify property owners, tenants, and/or businesses along the affected route of the proposed street closure within 300 feet prior to City Council meeting. The City will supply you with a Notice of Hearing flyer to use in notification that lists the necessary information.

NA

Failure to notify property owners and tenants in street closure areas will result in revocation of street closure permit.

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

NA

PART III: CONTACTS, PERMITS, AND FEES CHECKLIST

Each special event has its own requirements and needs. Listed below is a summary of the permits and fees common to many special 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 special events must have all permits and fees paid and approved prior to the start of the event.*

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.
Fire/EMS/Police support				Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined by the City 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.
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.
Parade permit				Issued by the Police Department after complete submission of application.
Street closure				Must be approved by City Council after submission of the special events application. Contact the City Engineering Department for information/procedure. Closure of a State highway must be approved by MNDOT prior to City Council review.
Alcohol Use Permit				Must be approved by City Council after submission of the special events application. Contact the City Administrator's Office for information/procedure.

Contact Information:

Administrator's Office:	(218) 828-2307 E-MAIL admin@ci.brainerd.mn.us
Engineering Department:	(218) 828-2309 E-MAIL engineer@ci.brainerd.mn.us
Commissioner of Revenue:	(651) 282-5225 E-MAIL www.taxes.state.mn.us
Parks and Rec. Department:	(218) 828-2320 E-MAIL parks@ci.brainerd.mn.us
Planning Department:	(218) 828-2309 E-MAIL planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805 E-MAIL police@ci.brainerd.mn.us
MN Department of Health	(320) 223-7300 E-Mail www.health.state.mn.us
MNDOT – Baxter Office	(218) 828-5700 E-Mail www.dot.state.mn.us

PART IV: HOLD HARMLESS AGREEMENT AND INSURANCE INFORMATION

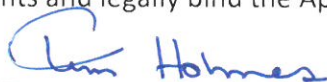
The applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and 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, in its discretion, may require the Applicant to obtain liability insurance for any special event. If liability insurance is required, the following requirements apply:

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

PART V: SIGNATURE OF EVENT APPLICANT

I attest that the above information is true and accurate and I have signed this application on behalf of the Applicant. I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.



Signature of the Event Applicant

Tim Holmes

PRINT NAME

Fire Chief

Event Applicant Title

August 28, 2017

Date submitted to the City

PART VI: FOR OFFICIAL USE ONLY

Departmental Sign-Offs Required

	Approval Date/Initials	Comments
Brainerd Public Utilities	✓	N/A
City Administration	✓	N/A
Engineering Depart.	PS	Organize Traffic Control w/ streets
Fire Department	✓	None
Fire Support/EMS	✓	None
Parks and Recreation	✓	None
Planning Department	✓	None
Police Department	✓	None

Certification of Street Closure Approval

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

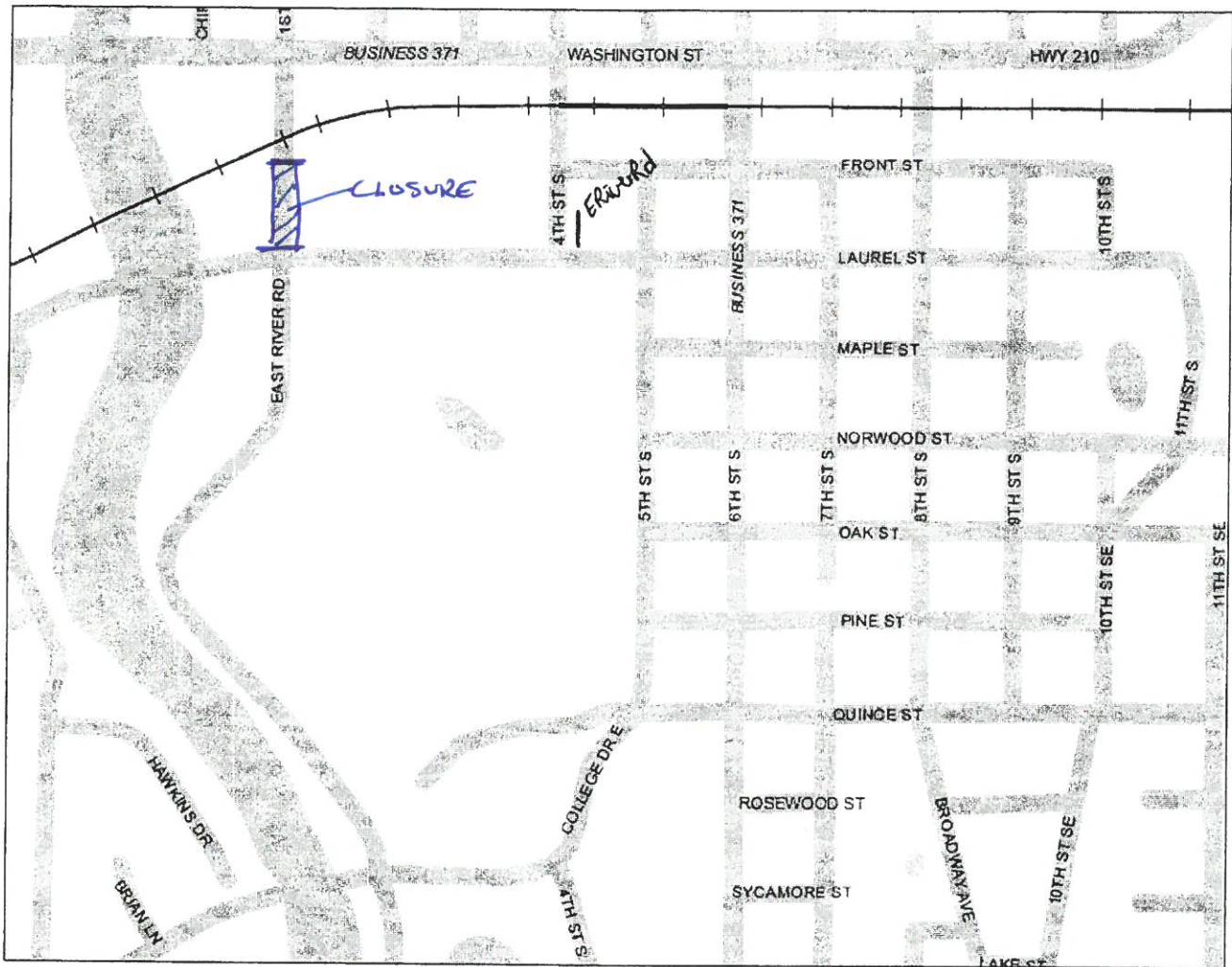
Special Event/Festival Application and Permit Approval

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

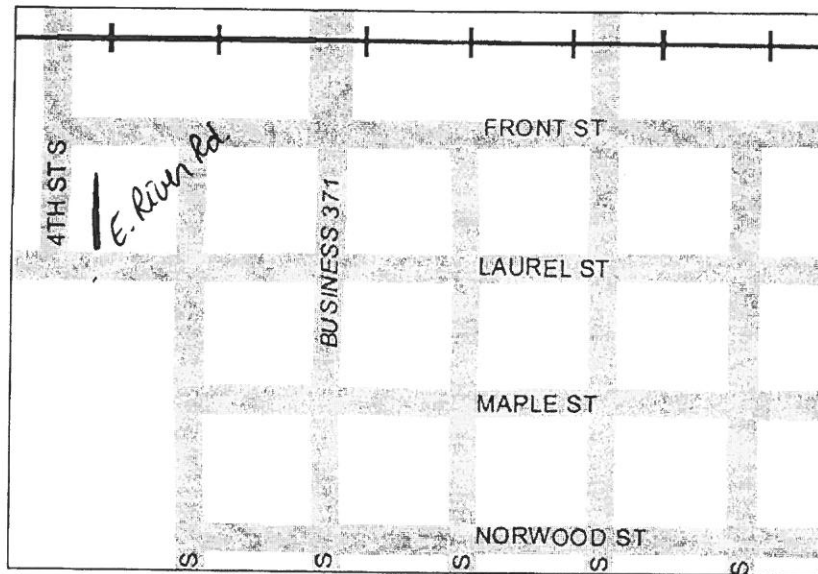
City Administrator

Date

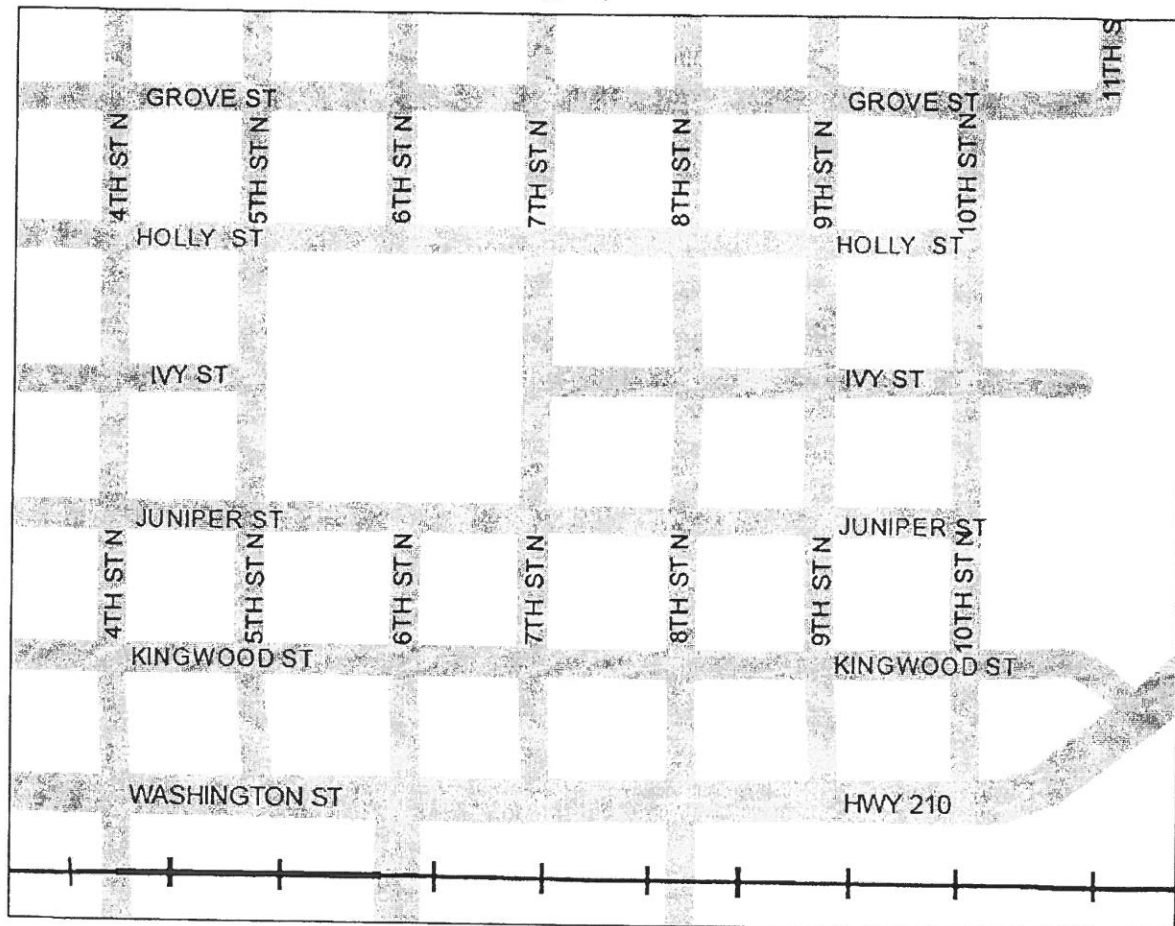
Commonly Used Maps



Historic Downtown



Gregory Park





Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5, 2017

Title of Item: S 6th Street Cooperative Agreement with MnDOT

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering
Presenter (Name & Title): Paul Sandy, City Engineer	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is the cooperative agreement with MnDOT for the S 6th Street Reconstruction project.	
Alternatives, Options, Effects on Others/Comments: The cooperative agreement outlines the estimated City share of the costs for the S 6th Street Project and the methods for payments/cost shares. Per MnDOT's cost participation policy, the City is responsible for 100% of the water main and sanitary sewer construction and other incidental work pertaining to those items. The City is also responsible for a proportional cost of the mobilization, testing shacks/field offices/traffic control. In this case, the City's portion of those costs, based on estimated unit prices, is 26%. This may change when the bids come in. The City is also responsible for the portion of the signal systems installed as part of the projects. These costs are an eligible State Aid expense, as it is work on a Trunk Highway with an adjacent City street intersecting. The City is responsible for it's legs of the signals, or 50% at Quince Street, 50% at Oak Street, 50% at Laurel Street, and 25% at N 6th Street. This includes the signal and the MnDOT furnished "R" cabinet. There is an 8% construction engineering charge for installation of the traffic signals and a 5% construction engineering charge for contract administration, surveying, and staking. All the costs and splits can be seen in the attached figures. In total, construction and engineering costs the City and BPU is responsible for totals \$1,860,335.81. The cities share of this cost is \$988,647.92 with \$460,102.55 reimbursable through State Aid and BPU's share is \$871,687.91, per the agreement.	
Recommended Action/Motion: Staff would recommend adopting the attached resolution and authorizing signatures on the cooperative agreement with MnDOT for the 2018 S 6th Street Reconstruction Project.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

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

State Project Number (S.P.):	<u>1814-06</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>371B=337</u>	<u>\$1,860,335.81</u>
State Aid Project (S.A.P.):	<u>108-010-007</u>	
Federal Project Number:	<u>NHPP 0371(314)</u>	
Signal System ID:	<u>40113 "A", 40114 "B",</u>	
	<u>40115 "C", 40116 "D"</u>	

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

Recitals

1. The State will perform grading, bituminous surfacing, ADA improvement, and traffic signal systems construction and other associated construction upon, along and adjacent to Trunk Highway No. 371B from Joseph Street to Trunk Highway 210 / Washington Street according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 1814-06 (T.H. 371B=337) ("Project"); and
2. The City has requested the State include in its Project water main, sanitary sewer, and traffic signal construction; and
3. The City wishes to participate in the costs of the water main, sanitary sewer, and traffic signal construction and associated construction engineering; and
4. A separate agreement between the State and the Burlington Northern Santa Fe Railway Company will address railroad flagging required for the City requested work; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

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

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal Systems and EVP

Systems Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 1814-06 (T.H. 371B=337) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and incorporated into this Agreement by reference.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. *Direction, Supervision and Inspection of Construction.*

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, work orders, change orders, and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, work orders, change orders, and supplemental agreements to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. *Permits.*

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the trunk highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).
- B. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C,

either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

- 2.6. *Replacement of Castings.*** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

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

- 3.1. *Storm Sewers.*** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.2. *Municipal Utilities.*** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. *Sidewalks.*** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.4. *Additional Drainage.*** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Baxter and is incorporated into this Agreement by reference.

4. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and EVP Systems on T.H. 371B at Quince Street, Oak Street, Laurel Street and Washington Street, and for the Interconnect on T.H. 371B from Quince Street to Washington Street.

4.1. *City Responsibilities.*

- A. *Power.*** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.
- B. *Minor Signal System Maintenance.*** The City will provide for the following, without cost to the State.
- i.** Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii.** Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

- iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
- iv. Clean the Signal Systems and luminaire mast arm extensions.
- v. Paint and maintain the pedestrian crosswalk markings on the local and T.H. 371B legs of the signalized intersections and T.H. 371B crossing at Front Street.

4.2. **State Responsibilities.**

- A. **Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. **Battery Backup Replacement Batteries.** The State is responsible for maintaining the battery backup system and replacement batteries for the traffic signal on the intersection of T.H. 371B and Washington Street (T.H. 210).
- C. **EVP Systems Operation.** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP Systems must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP Systems must be reported to the State immediately.
 - iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP Systems will be determined by the State.

4.3. **Right-of-Way Access.** Each party authorizes the other party to enter upon their respective public Right-of-Way to perform the maintenance activities described in this Agreement.

4.4. **Related Agreements.** This agreement will supersede and terminate the operation and maintenance terms of Agreement No. 73625, dated June 22, 1995, between the parties, for the intersections of T.H. 371B at Quince Street, Oak Street and Laurel Street. All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 62004 dated March 19, 1984, for the existing traffic control signals on T.H. 371B at Washington Street will remain in full force and effect.

5. **Basis of City Cost**

- 5.1. **Schedule "I".** The Preliminary Schedule "I" includes all anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. **City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory, and traffic control.
 - A. 100 Percent will be the City's rate of cost participation in all of the sanitary sewer and water main construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 through No. 3 of the Preliminary Schedule "I".

- B. 50 Percent will be the City's rate of cost participation in all of the traffic control signal system construction for systems A, B and C as shown on Sheet No. 4 of the Preliminary Schedule "I".
- C. 25 Percent will be the City's rate of cost participation in all of the traffic control signal system construction for system D as shown on Sheet No. 4 of the Preliminary Schedule "I".

5.3. **State Furnished Materials.** The State will furnish a "R" cabinets, fiber optics, camera, and master controller ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for State Furnished Materials is \$52,831.87. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".

5.4. **Construction Engineering Costs.** The City will pay a construction engineering charge equal to 5 percent of the total City participation of water main and sanitary sewer construction. The City will pay a construction engineering charge equal to 8 percent of the total City participation of traffic signal construction covered under this Agreement.

5.5. **Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda, work order, change orders, and supplemental agreements that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, work orders, change orders, and supplemental agreements, and associated construction engineering before the completion of the contract construction.

5.6. **Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. City Cost and Payment by the City

6.1. **City Cost. \$1,860,335.81** is the City's estimated share of the costs of the contract construction, State Furnished Materials and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this agreement.

6.2. **Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

6.3. **Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

6.4. **Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the

difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

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

7. Authorized Representatives

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

7.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

7.2. The City's Authorized Representative will be:

Name/Title: Paul Sandy, City Engineer (or successor)
Address: 501 Laurel Street, Brainerd, MN 56401
Telephone: (218) 828-2309
E-Mail: psandy@ci.brainerd.mn.us

8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims

- 9.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 9.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10. Nondiscrimination

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

11. State Audits

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

12. Government Data Practices

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

13. Governing Law; Jurisdiction; Venue

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

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

15. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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CITY OF BRAINERD

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

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

CITY OF BRAINERD

RESOLUTION

IT IS RESOLVED that the City of Brainerd enter into MnDOT Agreement No. 1028545 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the water main, sanitary sewer, and traffic signal construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 371B from Joseph Street to Trunk Highway No. 210 / Washington Street within the corporate City limits under State Project No. 1814-04 (371B=337) and State Aid Project No. 108-010-007.

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Brainerd at an authorized meeting held on the _____ day of _____, 2017, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
_____ day of _____, 2017

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

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

MNDOT COOPERATIVE AGREEMENT

BE IT RESOLVED, that the City of Brainerd enter into MnDOT Agreement No. 1028545 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the water main, sanitary sewer, and traffic signal construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 371B from Joseph Street to Trunk Highway 210/Washington Street within the corporate City limits under State Project No. 1814-06 (371B=337) and State Aid Project No. 108-010-007.

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

Adopted this _____ day of _____, 201__

DAVID J. PRITSCHET
President of the Council

Approved this _____ day of _____, 201__

EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5, 2017

Title of Item: Safe Routes to School and S 6th Street Sidewalk Extension Proposals

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering
Presenter (Name & Title): Paul Sandy, City Engineer	Estimated Time Needed: 5 Minutes
Summary of Issue: A review panel of City Engineer Sandy, Assistant Engineer Fladung, Finance Director Hillman, City Planner Ostgarden, and Alderwoman Lambert met to discuss and review the submitted proposals for the Garfield Safe Routes to School and S 6th Street Extension Sidewalk Projects planned for 2019 construction.	
Alternatives, Options, Effects on Others/Comments: The request for proposals included requests for both design and construction engineering services from the consultant, previous project history, understanding of the projects, experience in the Delegated Contract Process, and many other items that the panel reviewed to make the best decision based upon qualifications and costs. In total, 3 proposals were received from SEH, Bolton and Menk, and WSB and Associates. After review of all of the items requested in the RFP and the consultants understanding of the project and cost analysis, the panel recommended that the services be awarded to SEH at a total cost not to exceed of \$229,981 for both design and construction engineering services. SEH's proposal is included in the packet for review. If requested, staff can provide the other proposals received.	
Recommended Action/Motion: The panel recommends accepting SEH's proposal for the Garfield SRTS Phase II and Phase III and the S 6th Street Sidewalk Extension proposal for the amount of \$229,981 and authorize proper signatures on the consultant agreement for professional services.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>\$229,981</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> Costs for engineering services are a 100% cost to the City, with the construction costs being an 80%/20% federal/local split. Costs are anticipated to come from the construction fund.	

S 6th Street Sidewalk Extension and Garfield SRTS Proposal Evaluation
8/17/2017

Work Time Tasks	Bolton and Menk	WSB and Associates	Short Elliot Hendrickson
Total Hours Planned (All Phases)	2354	2432	2031 Hours
Hours (Design to Bidding)	1582	1185	1073 Hours
Hours (Construction)	772	1247	958 Hours

Public and Management Team Meetings

PMT (Project Management Team)	10	6	6 Meetings
PIM (Public Informational Meeting)	3	2	3 Meetings

Esimated Construction Costs (Total)

Garfield SRTS Phase II	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00
Garfield SRTS Phase III	\$ 510,000.00	\$ 510,000.00	\$ 510,000.00
S 6th Street Sidewalk Extension	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00
TOTALS	\$ 1,310,000.00	\$ 1,310,000.00	\$ 1,310,000.00

Estimated Construction Costs (Federal Share 80%)

Garfield SRTS Phase II	\$ 280,000.00	\$ 280,000.00	\$ 280,000.00
Garfield SRTS Phase III	\$ 408,000.00	\$ 408,000.00	\$ 408,000.00
S 6th Street Sidewalk Extension	\$ 360,000.00	\$ 360,000.00	\$ 360,000.00
TOTALS	\$ 1,048,000.00	\$ 1,048,000.00	\$ 1,048,000.00

Esimated Construction Costs (City Share 20%)

Garfield SRTS Phase II	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
Garfield SRTS Phase III	\$ 102,000.00	\$ 102,000.00	\$ 102,000.00
S 6th Street Sidewalk Extension	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
TOTALS	\$ 262,000.00	\$ 262,000.00	\$ 262,000.00

Estimated Engineering Services (City Share 100%)

Garfield SRTS Phase II	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
Garfield SRTS Phase III	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
S 6th Street Sidewalk Extension	\$ 98,000.00	\$ 98,000.00	\$ 98,000.00
TOTALS	\$ 258,000.00	\$ 258,000.00	\$ 258,000.00

Proposed Engineering Services TOTALS	\$ 263,333.00	\$ 298,331.00	\$ 229,981.00
Engineering Percent Over/Under Estimate	102.07%	115.63%	89.14%
Percent Estimated Engineering to Estimated Construction	19.69%	19.69%	19.69%
Percent Proposed Engineering to Estimated Construction	20.10%	22.77%	17.56%
Engineering Costs Over/Under Estimate	\$ 5,333.00	\$ 40,331.00	\$ (28,019.00)

Total Estimated City Costs	\$ 525,333.00	\$ 560,331.00	\$ 491,981.00
Total Estimated Federal Costs	\$ 1,048,000.00	\$ 1,048,000.00	\$ 1,048,000.00
Total Estimated Project Costs (Engineering/Construction)	\$ 1,573,333.00	\$ 1,608,331.00	\$ 1,539,981.00



Proposal for Preliminary and Construction Engineering Services

South 6th Street Sidewalk Extension & Garfield Safe Routes To School

City of Brainerd, Minnesota | August 16, 2017



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for All of Us®

Engineers | Architects | Planners | Scientists



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FIRST 90 YEARS

August 16, 2017

Paul Sandy, PE
City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

RE: Request for Proposals

South 6th Street Sidewalk Extension tied to
Garfield Safe Routes to School
City Improvement 14-13, 17-08
SP 108-090-002 tied to SP 108-591-005
SEH No. P-BRDMN 142796

Dear Mr. Sandy:

The City of Brainerd (City) is committed to a plan that continues to provide safe opportunities for children to walk and bicycle to and from school. The City commissioned a Safe Routes to Schools (SRTS) in 2008, and has the opportunity to build on that plan with three grants for the proposed sidewalk extension on South 6th Street. This project will be successful if it builds on the SRTS plan and fits into the City's larger goals and current projects in the area.

Short Elliott Hendrickson Inc. (SEH®) is excited at the opportunity to once again work with the City on an important improvement project. SEH offers relevant experience in Brainerd and St. Cloud in addition to our experience leading the original SRTS plan for Brainerd. Based on our experience with similar projects and our knowledge of this project, we have identified the following key factors for a successful outcome:

Knowledge of the Brainerd SRTS plan will lead to effective implementation of this sidewalk extension project. The City has to balance a number of tasks for this project as it is tied to numerous grants and has unique considerations. For example, there will be questions about the details for the sidewalk and other aspects of the project that point back to the original plan. SEH will be able to offer insight on these unique issues and how they should be addressed in order to improve walking and biking opportunities for students.

Understanding how this project fits with the City's improvement plans will be key for implementation.

Working with a consultant that has experience with projects in the area will lead to a more efficient process as you address tasks such as the requirements for a project with Transportation Alternatives Program (TAP) funding. Additionally, it will position the City to move through a smooth process as this is coordinated with other projects, such as the reconstruction projects that will affect H Street.

A clear plan for public outreach and agency coordination will keep project tasks on track. Input from stakeholders will be at the center of this project. The outcome should reflect the information and concerns provided by the people who use these routes to schools. There will also need to be agency coordination with the Minnesota Department of Transportation (MnDOT) in order to fulfill TAP requirements and address the concerns within the TH 371B corridor. SEH has already spoken with some of the project stakeholders, and we will draw on our extensive experience with these potential hurdles and work together with the City to make a plan that fits this project.

SEH appreciates the opportunity to once again put our resources to work for the City of Brainerd. If you need more information or have any questions about our proposal, please contact me directly at 218.855.1705 or shedlund@sehinc.com.

Respectfully submitted,

Scott D. Hedlund PE, PMP
Project Manager

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 200, Brainerd, MN 56401-3540
SEH is 100% employee-owned | sehinc.com | 218.855.1700 | 866.852.8880 | 888.908.8166 fax



Table of Contents

Project Understanding	1
Project Team	4
Project Workplan and Approach	10
Project Schedule.....	16
Fees	17
Managing Cost Controls	24
Past Performance and References.....	25
Why SEH?.....	28

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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

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SEH may use one or more of its subsidiaries to provide the services:
SEH Design|Build, Inc.
SEH of Indiana, LLC
SEH of Michigan, LLC

Project Understanding

Project Understanding

The City of Brainerd intends to construct over 2.4 miles of sidewalks in 2019. These proposed improvements include:

- A combination of sidewalk improvements along South 6th Street (TH 371B)
- An arterial roadway corridor
- Safe route to school (SRTS) sidewalks on local residential and collector streets serving the Garfield and Lowell Elementary School areas of Northeast Brainerd

The City wishes to engage a qualified engineering firm to perform preliminary engineering, final design and construction engineering services for the project.

SEH is uniquely qualified to provide the requested services based upon our local Brainerd office and staff presence immediately on the South 6th Street corridor, plus our history with SRTS planning in the City of Brainerd. We developed the SRTS plan that recommended the sidewalk improvements that are proposed for Garfield and Lowell Elementary Schools as part of the current request for proposals.

The City has been awarded funding administered by the Central Minnesota Area Transportation Partnership, programmed in the State Transportation Improvement Program (STIP) as the State Transportation Alternatives Program (TAP). TAP funds were awarded to the City based upon applications for projects submitted in 2013, 2014 and 2015. The City will combine the three separately funded projects together for construction of one large sidewalk improvement project in 2019.

South 6th Street Sidewalks

MnDOT is about to reconstruct South 6th Street from TH 210 southerly to Joseph Street. MnDOT's 2017/2018 project will reconstruct existing sidewalks through the commercial district on the northerly portion of the project and extend the sidewalk along the east side southerly to Joseph Street and on the west side southerly to Trinity Lutheran Church access.

The City proposes to construct a 6 ft. wide sidewalk along the east side of South 6th Street from Joseph Street to Industrial Park Road, about 4000 ft. in distance. The combination of MnDOT's and City proposed sidewalk improvements in the corridor will provide safe opportunities for alternative/non-motorized modes of transportation. Key connections will benefit from these improvements:

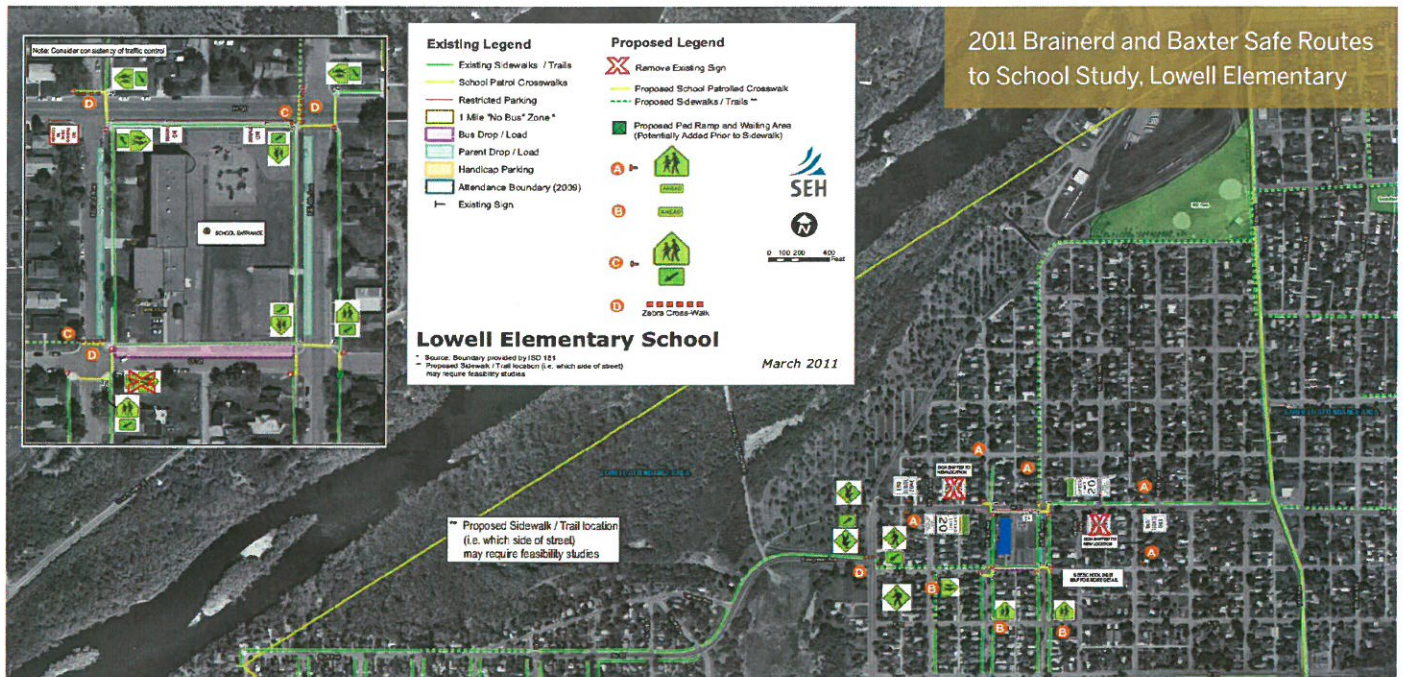
- Completed system will connect sidewalks in the downtown area with the Cuyuna Lakes State Trail and the City's Buffalo Hills Trail.
- Several clinics and health care facilities are located along the corridor – patients and employees will have better access to the sidewalk system.

The outcomes of these extended sidewalks include:

- Foster healthier lifestyles
- Allow employees commuting options not currently serviced
- Serve walkers and bicyclists from nearby senior housing facilities
- Encourage students to walk to school



Our Brainerd office is located on the South 6th Street corridor, less than a mile from the project site.



Safe Routes to School Sidewalks

In May 2011, SEH provided the City of Brainerd with a Safe Routes to School Study Final Report (2011 SRTS Plan) which included recommendations for implementation of safety initiatives at five elementary schools and one middle school in Brainerd/Baxter School District 181. The cities began to implement improvements shortly thereafter, beginning with relatively low-cost school zone signing and pavement markings. Higher cost or impactful improvements, such as sidewalk construction, often require a longer lead time for implementation to allow for the following steps and tasks:

- Capital programming
- Grant solicitation
- Environmental clearances
- Design
- Public engagement

Garfield Elementary

The 2011 SRTS plan identified new sidewalk opportunities that radiate from the school site to the north and south along 10th Avenue NE, to the east along J Street and to the west along L Street. Additional east-west sidewalks were proposed along H, L and N Streets to provide connections to existing or proposed sidewalks in the Lowell Elementary attendance area. In 2014, the City constructed sidewalks in each direction from the school site emanating 1 block in each direction.

The planned 2019 project will extend these safe route sidewalk corridors to the north, south, east and west further towards the limits of the Garfield Elementary attendance area – consistent with the 2011 SRTS Plan developed for the City by SEH.

Lowell Elementary

The Lowell elementary attendance area was originally constructed with more sidewalks in the neighborhoods around the school, especially to the south and southwest of the school site. The 2011 SRTS Plan identified site traffic management improvements that included:

- Bus loading areas
- Parent pick-up/drop-off areas
- School zone signing improvements

Many of these improvements have already been implemented. The plan also identified sidewalk segments to be added that would fill gaps in the existing system. These segments would connect to other existing or planned sidewalk routes that traverse adjacent school attendance areas, such as Garfield Elementary to the east or Riverside Elementary to the south and west.

The planned 2019 project will extend a safe route sidewalk from the school site westerly along G Street to 1st Avenue NE – consistent with the 2011 SRTS Plan developed for the City by SEH.

Agency Coordination and Public Outreach

The 2011 SRTS Plan documents collaboration by the cities of Brainerd and Baxter, Independent School District 181, and Crow Wing County staff. In addition, SEH facilitated outreach sessions that included each of the school principals, a parent survey, and public information meetings in each City to gain feedback on issues and on recommended SRTS improvements.

City of Brainerd staff have documented additional written support for sidewalk improvements on South 6th Street and the Garfield and Lowell school areas from public agency representatives and private stakeholders. These letters were included in the TAP funding application packages submitted by the City.

In addition, SEH understands that City staff has facilitated public information meetings for improvements in each school area regarding the SRTS sidewalk projects. We also understand that public response has mostly been supportive of improvements. There have been issues of concern that have been raised, which include:

- Winter sidewalk maintenance
- Potential loss of trees
- Expenditure of public resources

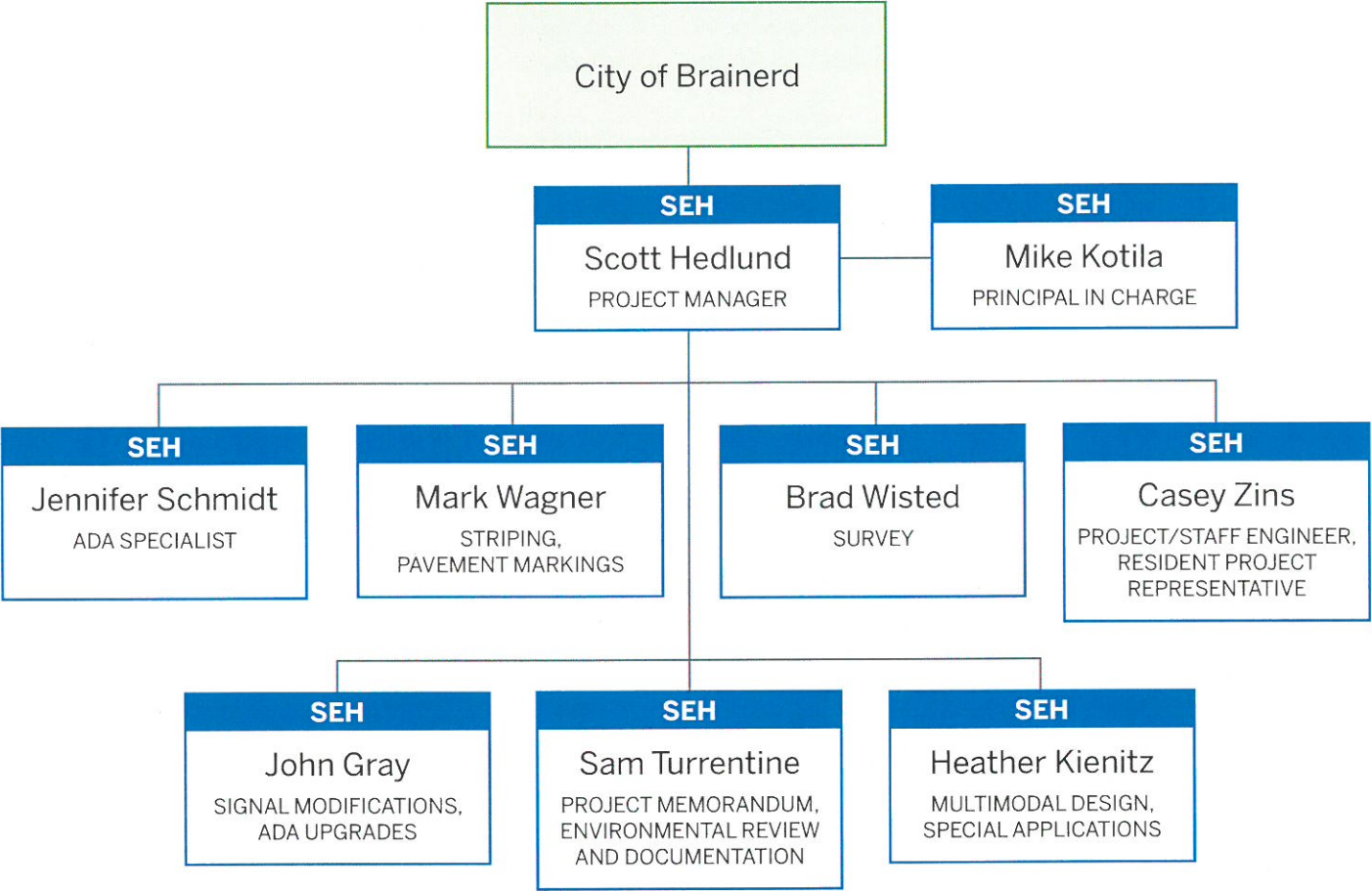
These issues, and any other specific design issues that arise during the plan development process, will need to be addressed by the selected consulting team. At SEH, we have the experience and background on this specific project to carry the public engagement process further and resolve issues as they are identified.



Project Team

Project Team

SEH has assembled a highly qualified project team of in-house professionals with the expertise, resources and availability to provide engineering design services on behalf of the City of Brainerd for the South 6th Street Sidewalk Extension project. The organizational chart below, along with the team member biographies that follow, provide a snapshot of the key staff who will be responsible for overseeing each area of need anticipated on the project.





Scott Hedlund PE, PMP

Project Manager/Project Engineer

Scott will serve as project manager and the primary point of contact for the SEH team. Scott works from SEH's Brainerd office, maximizing his ability to be responsive to day-to-day needs and requests or attend local meetings on short notice.

Scott has more than 20 years of transportation and civil engineering experience. He has designed, inspected and managed all aspects of several roadway, trail, traffic signal and utility projects. His experience includes state and federal project development reports, preliminary and final design, and construction administration and inspection. Scott has substantial experience delivering projects on municipal and county state aid roadways and trunk highway corridors. He brings the highest level of experience, commitment, education and competency to lead and direct the design of this project.

EXPERIENCE

- South 8th Street/TH 18 Reconstruction (City of Brainerd) – Brainerd, MN
- Mill Avenue/CSAH 3 (Crow Wing County) – Baxter, MN
- Buffalo Hills Trail (City of Brainerd) – Brainerd, MN
- Oak Street Turnback (City of Brainerd) – Brainerd, MN
- Washington Street Utilities (City of Brainerd) – Brainerd, MN
- Cypress Drive/TH 210 Design (City of Baxter) – Baxter, MN
- CSAH 48/Knollwood ADA Upgrades (Crow Wing County) – Baxter, MN
- Excelsior Road (City of Baxter) – Baxter, MN
- TH 15/CSAH 84 Interchange (City of St. Cloud) – St. Cloud, MN
- Street and Utility Improvements (City of Pierz) Pierz, MN
- Safe Routes to School Design and Construction (City of Pierz) – Pierz, MN
- Safe Routes to School Design and Construction (City of Royalton) – Royalton, MN
- Safe Routes to School Design (City of Rogers) – Rogers, MN
- Waite Avenue/44th Avenue Improvements (City of Saint Cloud) – Waite Park and St. Cloud, MN
- 28th Avenue/CSAH 137/TH 23 (City of Waite Park) – Waite Park, MN
- ROCORI Trail, Phase I and II (ROCORI Trail Construction Board (RTCB/Stearns County) – Cold Spring to Rockville, MN
- Fairview Road Street and Bike Lane Improvements (City of Baxter) – Baxter, MN



ROCORI Trail – Cold Spring, MN



Oak Street Turnback – Brainerd, MN



Buffalo Hills Trail – Brainerd, MN

Mike Kotila PE

Principal-in-Charge



Mike will serve as a resource to the SEH project team and will perform QA/QC review of study products.

Mike is a senior transportation engineer with 34 years of traffic and transportation engineering experience including project management, public involvement, planning, design, construction and traffic operations. His project experience includes interchange studies and intersection control evaluation (ICE) studies, roundabouts, traffic modeling and geometric design.

EXPERIENCE

- Safe Routes to School Study (City of Brainerd) – Brainerd, MN
- Safe Routes to School Design (City of Royalton) – Royalton, MN
- Safe Routes to School Design (City of Pierz) – Pierz, MN
- TH 13/150th Street Preliminary and Final Design (City of Prior Lake and City of Savage) – Savage and Prior Lake, MN
- CSAH 17/TH 13 Corridor Study (Scott County) – Shakopee and Prior Lake, MN
- Scott County Road 15/Le Sueur County Road 144 Alignment Study (Scott County) – New Prague, MN
- CSAH 21/TH 13 (Scott County) – Prior Lake, MN
- 4th Street Entrance Ramp to Northbound I-35W Feasibility Study (City of Minneapolis) – Minneapolis, MN
- TH 19 & 11th Avenue ICE Study (MnDOT D7) – New Prague, MN
- TH 19 Intersection Control Evaluation Study (MnDOT Metro District) – New Prague, MN
- TH 23/71 Preliminary Design and Final Environmental Impact Statement (MnDOT D8) – Willmar, MN
- TH 14 Interchange ICE Studies (City of Mankato) – Mankato, MN

John Gray PE

Signal Modifications, ADA Upgrades



John will advise the team on any design and operation of the traffic signal modifications including ADA accommodations, if necessary.

John has extensive transportation and traffic engineering experience, and his responsibilities include the planning, design, construction assistance and operational conception of traffic signal systems including permanent, actuated, coordinated, temporary and revised systems and flashers; emergency vehicle preemption (EVP); interconnected facilities; assessment of existing signal systems; and signal needs studies. John's expertise also extends to traffic studies, report preparation – including intersection analyses and intersection control evaluations (ICEs) – and making recommendations for future geometrics and intersection controls.

EXPERIENCE

- Safe Routes to School Design (City of Royalton) – Royalton, MN
- Safe Routes to School Design (City of Pierz) – Pierz, MN
- CSAH 48/Knollwood ADA Upgrades (Crow Wing County) – Baxter, MN
- Buffalo Hills Trail (City of Brainerd) – Brainerd, MN
- South 8th Street (TH 18 Turnback) Reconstruction – Brainerd, MN
- TH 13/150th Street Preliminary and Final Design (City of Prior Lake and City of Savage) – Savage and Prior Lake, MN
- CSAH 137 and 28th Avenue South Improvements (City of Waite Park) – Waite Park, MN



Mark Wagner PE

Striping, Pavement Markings

Mark will serve as the lead for pavement marking and traffic control plan design.

Mark is a transportation engineer with significant experience in traffic signal design and operations; traffic simulation using Synchro/SimTraffic and VISSIM; signing and pavement marking design; as well as work zone traffic control design. Mark's experience also includes preparing intersection control evaluations (ICEs) in addition to plans, specifications and estimates (PS&E) for traffic signal systems. His computer-aided design and drafting (CADD) software experience includes Bentley MicroStation and AutoCAD Civil 3D.

EXPERIENCE

- Airport Utility Extension (City of Brainerd) – Brainerd, MN
- Safe Routes to School (City of Royalton) – Royalton, MN
- Safe Routes to School CSAH 144 Trail (City of Rogers) – Rogers, MN
- Glenwood Avenue Sidewalk Extension (City of Golden Valley) – Golden Valley, MN
- CSAH 17/Lake Elmo Downtown Reconstruction (Washington County Department of Transportation) – Lake Elmo, MN
- Mill and Overlay (City of Baxter) – Baxter, MN



Heather Kienitz PE

Bike Lanes, Special Applications

Heather will serve as the lead for design for pedestrians and bicycles to meet the City's requirements.

Heather is a traffic engineer with extensive experience with SEH in a variety of multi-modal transportation specific projects including school safety studies. Heather's specialties and project experience include signal operations and timing analyses; design of pedestrian and bicycle facilities; multimodal complete streets planning and design; providing transportation plans; and conducting corridor studies. She is also proficient in performing access studies, traffic impact studies, parking analyses, and interchange and freeway operations analyses, as well as preparation of signing, pavement marking and traffic control plans.

EXPERIENCE

- Safe Routes to School Study (City of Brainerd) – Brainerd, MN
- Broadway Avenue Corridor Study (City of Rochester) – Rochester, MN
- 54th Street Public Engagement and Preliminary Engineering (City of Edina) – Edina, MN
- Arden Park Neighborhood Street Reconstruction (City of Edina) – Edina, MN
- CSAH 17/Lake Elmo Downtown Reconstruction (Washington County Department of Transportation) – Lake Elmo, MN
- TH 61 Feasibility Study (City of Lake City) – Lake City, MN
- Nine Mile Creek Regional Trail (Three Rivers Park District) – Edina, MN

Casey Zins EIT

Project/Staff Engineer, Resident Project Representative

Casey's role will be to assist Scott with detailed design and construction administration and observation services.



Casey is a project engineer with experience in a wide range of civil engineering projects including roadways, trails, water systems, sanitary sewer and storm sewer systems. Casey's responsibilities include preparation of bidding and construction documents, feasibility reports, cost estimating, assessment calculations, construction administration and observations.

EXPERIENCE

- Safe Routes to School Design (City of Royalton) – Royalton, MN
- Airport Utility Extension (City of Brainerd) – Brainerd, MN
- 2018 Cypress Drive Improvements (City of Baxter) – Baxter, MN
- 2016 Fairview Road Improvements (City of Baxter) – Baxter, MN
- 2016/2017 Facility Plan (City of East Gull Lake) East Gull Lake, MN
- Site Evaluation Report (City of Becker) – Becker, MN
- Boulder Ponds Development (The Excelsior Group) – Lake Elmo, MN
- 2017 CSAH 33 Utilities (City of Ironton) – Ironton, MN
- 2017 Street Improvements Feasibility Study (City of Backus) – Backus, MN
- Safe Routes to School (City of Royalton) – Royalton, MN
- The Harbor Development – City of East Gull Lake, MN
- ROCORI Trail (ROCORI Trail Construction Board (RTCB/Stearns County) – Cold Spring to Rockville, MN

Jennifer Schmitz

ADA Specialist

Jennifer will serve as a resource to the design team and will perform QA/QC review of construction documents.



Jennifer is a technician at SEH with experience in civil and transportation engineering. Jennifer has worked on multiple projects including design of park and trail systems, site design, streets and utilities, highway, wastewater and water treatment plants. Her responsibilities include preparing plan documents, assisting project engineers and calculating cost estimates, and preparing assessment rolls.

EXPERIENCE

- Airport Utility Extension (City of Brainerd) – Brainerd, MN
- Wright Street Extension (City of Brainerd) – Brainerd, MN
- Safe Routes to School Study (City of Brainerd) – Brainerd, MN
- North Brainerd Road Reconstruction (City of Brainerd) – Brainerd, MN
- Trailside Park Improvements (Brainerd Parks & Recreation) – Brainerd, MN
- South 8th Street (TH 18 Turnback) Reconstruction (City of Brainerd) – Brainerd, MN
- Safe Routes to School Design (City of Pierz) – Pierz, MN
- Safe Routes to School (City of Royalton) – Royalton, MN
- ROCORI Trail (ROCORI Trail Construction Board (RTCB/Stearns County) – Cold Spring to Rockville, MN
- 2015 Excelsior Road (City of Baxter) – Baxter, MN
- 2018 Cypress Drive (City of Baxter) – Baxter, MN



Sam Turrentine AICP

Project Memo, Environmental Review and Documentation

Sam's experience preparing more than 50 environmental documents for state and federal projects will inform his role in documenting impacts related to the project and leading preparation of the project memorandum.

Sam is a senior planner with extensive experience in transportation planning, design and research support. Sam's experience includes overseeing the environmental documentation process on numerous transportation improvement projects while ensuring all applicable federal and state requirements are met.

EXPERIENCE

- Grand Rapids Safe Routes to School Project Memorandum – Grand Rapids, MN
- Deer River Safe Routes to School Project Memorandum – Deer River, MN
- Barnum Elementary Safe Routes to School Project Memorandum – Barnum, MN
- Mississippi River Regional Trail, Spring Lake Park Reserve Trail Project Memorandum – Dakota County, MN
- Nine Mile Creek Regional Trail Project Memorandum (Three Rivers Park District) – City of Edina, MN
- Mesabi Trail Development, State Highway 1/169 Segment East of Soudan, Project Memorandum (St. Louis and Lake Counties Regional Railroad Authority) – Breitung Township, St. Louis County, MN
- School Road (MSAS 117)/Roberts Road (MSAS 116) Trail Project Memorandum (City of St. Hutchinson) – City of Hutchinson, MN
- Bigfork Riverwalk Trail Connection and CSAH 78 Reconstruction Project Memorandum – Itasca County, MN



Brad Wisted LSIT

Survey

Brad will prepare necessary land survey documents, provide topographic design survey, and provide construction staking as necessary. He will also share construction observation duties.

Brad is a professional land surveyor with more than 12 years of surveying and managing field crew operations for construction. Brad prepares necessary information for the successful completion of various construction projects. He has gained valuable experience in diverse types of projects including boundary, construction, topographic, as-built, and control surveys. His areas of expertise include construction surveying as crew chief and GPS technician. He is a highly skilled technician using CAD and 3D modeling.

EXPERIENCE

- Washington Street Trunk Storm and Sanitary Sewer Replacement (City of Brainerd) – Brainerd, MN
- Mill Avenue Reconstruction (City of Brainerd) – Brainerd, MN
- Wright Street Extension (City of Brainerd) – Brainerd, MN
- South 8th Street (TH 18) Reconstruction (City of Brainerd) – Brainerd, MN
- North Brainerd Road Reconstruction (City of Brainerd) – Brainerd, MN
- Buffalo Hills Trail (City of Brainerd) – Brainerd, MN
- Right-of-way Plat No. 8 (City of Baxter) – Baxter, MN
- Baxter Town Square (City of Baxter) – Baxter, MN
- Cedar Grove Plat (City of Tower) – Tower, MN
- Safe Routes to School (City of Royalton) – Royalton, MN

Project Workplan and Approach

Project Workplan and Approach

The SEH design process will be based on continuous open communication with key personnel to evaluate the wants and needs of the City, so that we may provide a superior product. We will utilize every resource available to ensure the project is completed economically and on schedule without compromising quality. Our construction services approach continues this open communication model, with weekly construction progress meetings, monthly project updates to the City council, and timely construction newsletters to affected property owners and stakeholders.

The SEH staff proposed for this project has direct and relevant consulting engineering history with the Brainerd Safe Routes to School Plan, including the SRTS Study from May of 2011. Our familiarity with the project, City, and other stakeholders means we can get started on day one without spending valuable time being brought up to speed. Our approach elements include:

- **Establish Project Management Team (PMT)**

- Core group of key City and consultant staff, and possibly also school district and neighborhood representatives, and one or two City Council members.
- City representatives need decision making authority.
- Established at the beginning of the project.
- Meet three times during the design process, once during the bidding phase, and up to two times during the construction phase.
- Make decisions on key scope and design concepts, and consensus on construction change orders (if any).
- Make recommendations to City Council for approval.

- **Example Local Projects with PMT Approach**

- **Mill Avenue (CSAH 3) Reconstruction project – Brainerd, Crow Wing County, MN**

- » PMT included Crow Wing County engineer and assistant engineer, City engineer, and three to four key consultant staff members.
- » PMT discussed and made decisions on key scope and design concepts/options (number of traffic lanes, parking restrictions, public involvement extent and strategy, access restrictions, side road closures, side road realignments, stormwater treatment, storage and conveyance coupled with undersized existing discharge routes, extent of utility extensions and replacements, etc).
- » PMT consensus recommendations brought forward to the County Board and City Council for approvals at the necessary times.

- **Airport Utility Extension – Brainerd, MN**

- » PMT included City engineer and assistant engineer, BPU superintendent, three City Council members, airport manager, airport engineer, and four key consultant staff members.
- » PMT discussed and made decisions on key scope and design concepts/options, such as:
 - Placement of utilities within or outside MnDOT right-of-way
 - Which side of TH 210 to place the pipes
 - Types of pipe materials
 - Construction methods
 - Public involvement extent and strategy





PROJECT APPROACH SUMMARY

• Kick-Off And Design Phase

- SEH will start by holding a startup meeting with City engineering staff to review scope of project, milestone schedule, make up of PMT, and schedule first PMT meeting.
- SEH will then prepare schematic roll drawings utilizing GIS data and aerial imagery showing plan view locations of proposed sidewalks and typical sections.
- First PMT meeting (PMT1) would focus on establishing/ratifying planned sidewalk locations, alignments, and typical sections envisioned in the funding applications, and would include a PMT site tour of all the project segments.
 - » First meeting concludes with PMT recommended preferred preliminary sidewalk alignments and typical sections for each segment pending public comments, and setting a date and format for the initial public information meeting (PIM1) (SEH initial thought is an open house format).
 - » SEH and City engineering staff will review South 6th Street preliminary sidewalk alignment in a meeting with MnDOT District 3.
- SEH would then draft a meeting notice and prepare a project location map for City staff to distribute to affected properties within the project corridors.
- PIM1 is envisioned to be in a comfortable/approachable open house format with multiple tables set up with project preliminary roll drawings and SEH or City engineering staff spread out at each to answer one-on-one questions, hear any concerns, and solicit feedback from the public. There will be a handout available at the meeting with project process, scope, timeline, and project personnel contact information. Comment cards will also be available for people to leave/submit written comments.
- PMT2 would follow soon after PIM1 with the purpose to discuss feedback and comments received from the public, make any adjustments to the preliminary sidewalk alignments and typical sections, conclude with the PMT final concurrence/recommendation on the alignments, and give SEH the green light to move into final design including starting field data collection (topographic survey and gopher state one call) and preparing construction plans.
- At about the 30% plan preparation stage:
 - » A preliminary utility design coordination meeting would be held with power, gas, and communications companies to verify all City/SEH field surveyed private utility data shown on the sidewalk construction plans is accurate and complete, discuss any conflicts, and start planning mitigation strategies (avoidance, relocation, etc.).
 - » Preliminary easement needs will start to be determined.
 - » The Project Memorandum will be prepared and submitted to MnDOT.
- PIM2 would occur between the 30% and 60% plan preparation stage with the main goal to give affected property owners a chance to ask and receive detailed design information about project impacts to their property, discuss any easement needs, get updates to the project schedule and collect more general project feedback.
- PMT3 would occur at the end of the design phase with purpose to review the plans and have the PMT recommend approval to the City Council.



The initial public information meeting is envisioned to be a comfortable and approachable open house format. SEH staff will be available to answer one-on-one questions, hear any concerns and solicit feedback from the public.

- The plans will be presented to the City Council for approval and authorization to advertise for bids will be given.

• Bidding Phase

- PMT4 would occur at the end of the bidding phase to review the bids received and have the PMT recommend award of the project to the low bidder to the City Council.

• Construction Phase

- The first order of business would be holding a preconstruction conference with the recently awarded construction contractor and private utility companies to review contract requirements, coordinate with utility companies, and discuss schedule. The full PMT will be invited to this meeting along with any other key City or BPU staff.
- PIM3 would occur after the preconstruction conference and at or slightly before the start of construction with the purpose of allowing affected property owners to meet the contractor personnel, and receive updated detailed sequencing and scheduling information from the contractor, convey any special project needs, and have the ability to answer any questions.
- Also soon after the preconstruction conference, SEH will send out Project Update No. 1 construction newsletter to all properties within the project area that will further convey (updated) general project information, detailed sequencing and schedule information, answer frequently asked questions, and provide project contractor, engineer, and city contact info.
- During construction SEH will conduct weekly construction progress meetings with the construction contractor and City to review progress, schedule, and quantities.
- SEH construction observers will track quantities and document construction activities, with SEH survey staff providing necessary construction staking.
- SEH recommends holding PMT5 at some point during construction to review progress and other items, with timing possibly dictated by the need to discuss a change order.
 - » Depending on whether any change orders come up, PMT6 may be held.

- At the tail end of the project SEH proposes a final walk through of the project with the Contractor and City staff, at which time a final punch list would be tabulated, which once complete the project would be closed out.

- » The final walk though could be another opportunity for PMT members to participate in the construction process.

MEETINGS AT A GLANCE

PMT1	• Establish sidewalk locations/alignments/sections • Site tour of project segments • Set date and format for PIM1
PIM1	• Project information handouts available • Solicit feedback from public and answer questions
PMT2	• Discuss feedback from PIM1 • Make adjustments to preliminary design • Approval to move into final design
PIM2	• Property owners ask questions and receive information about property impacts
PMT3	• Review plans • PMT recommends approval to City Council
PMT4	• Review bids • PMT recommends award to low bidder
PIM3	• Property owners meet contractor personnel, receive updates to schedule and project information • Chance for property owners to ask questions, comment on needs
PMT5	• Review progress
PMT6	• Possible meeting depending on change orders



PROJECT MANAGEMENT TECHNIQUES AND MANAGING COSTS

Project Manager Scott Hedlund will execute a well-conceived and disciplined project management strategy to stay one step ahead, avoid surprises, and meet project budgets and timelines. Research tells us that proper planning is the number one reason projects are successful. Our project management techniques will include:

- **Create Project Specific Project Management Plan**
 - Identify project goals and objectives, key success factors, scope of work, budget and schedule.
 - Includes communication plan, quality control process, change management process, contingency/risk management process.
- **Establish Project Management Team (PMT) - Discussed Above**
- **Manage the PMT Starting at Kick-Off Meeting**
 - Clearly define team member roles.
 - Define the decision making process.
 - Make sure the team is committed to the stated goals and objectives, discuss key success factors.
 - Commitment to consistent communication and follow-through.
 - Discuss the stakeholders, who else needs to be involved and when.
 - Prepare PMT project meeting calendar and anticipated meeting topics that outline key decisions required.
 - Discuss potential projects risks and integrate in project schedule so that the PMT can adjust as necessary to eliminate risks, adhere to project deadlines, and maintain a sense of urgency.
- **Manage the Schedule**
 - Develop and maintain a detailed project schedule to clearly understand the sequence, duration and interdependencies of all tasks.
 - Update as things change or new information is gathered.

- **Manage Costs**

- Overall Costs
 - » Establish overall budget constraints (construction, engineering, right-of-way, financing, contingencies) at PMT kick-off meeting.
 - » Maintain big picture goal to keep the overall project costs in line with the overall budget.
 - » Complete 30% level total project cost estimate with contingencies for the preliminary design phase preferred option.
 - » Maintain a contingency budget for all elements and phases of the project (construction, engineering, right-of-way acquisition, permitting, etc).
 - » Discuss risks of the various design and construction options and extent of engineering necessary to control the risk to acceptable level.
- Engineering Costs
 - » Provide our expertise for the services you need within the budget to produce a quality design and regional infrastructure improvement.
 - » Monitor all project activity to make sure that the work delivered is what we agreed to and completed with resources that can complete the work as budgeted and scheduled.
 - » Use the Three Line Curve method for (earned value vs. budget over time) to regularly review project progress. This technique is simply one of the best and most reliable ways to identify gaps in delivery and schedule.
 - » Guide PMT focus on big-picture overall budget and long-term value. At times, some amount of additional engineering can save significant construction costs – regardless of what phase the project is in.
 - » Refine estimates and reduce contingencies as final design developed.

- Construction Costs

- » Minimize unknowns and unexpected construction cost overruns through thorough project scoping, subsurface investigations (if desired by the City), and high quality design.
- » Expend the extra time and effort in design to minimize extra costs associated with changes during construction.
- » Manage expectations:
 - Unexpected things can and do happen during construction. The key is being prepared react to it.
 - Weather, private utility relocations, subsurface conditions, and other factors beyond the control of the consultant and contractor could affect costs.
- » Establish change management plan that outlines procedures, chain of command, and cost thresholds for addressing any potential change orders, etc. in a timely manner.
- » Engage design staff in resolution of any changed field conditions.
- » Address changed conditions/contractor claims immediately, with City staff and PMT input.
- » Overall budget needs to include a contingency in the construction phase (for both potential contractor construction cost overruns/changes and engineering scope changes).

- Manage Quality

- Standardized SEH quality assurance and control mechanisms will be integrated into the project.

- Manage Communications

- Monthly project update memorandums throughout the project to City staff and Council.
- Multiple public information meetings/open houses are planned during design and also one at the beginning of construction.
- Monthly construction progress/update newsletters will be distributed to property owners within the project limits to give them current project status, schedule and other information.

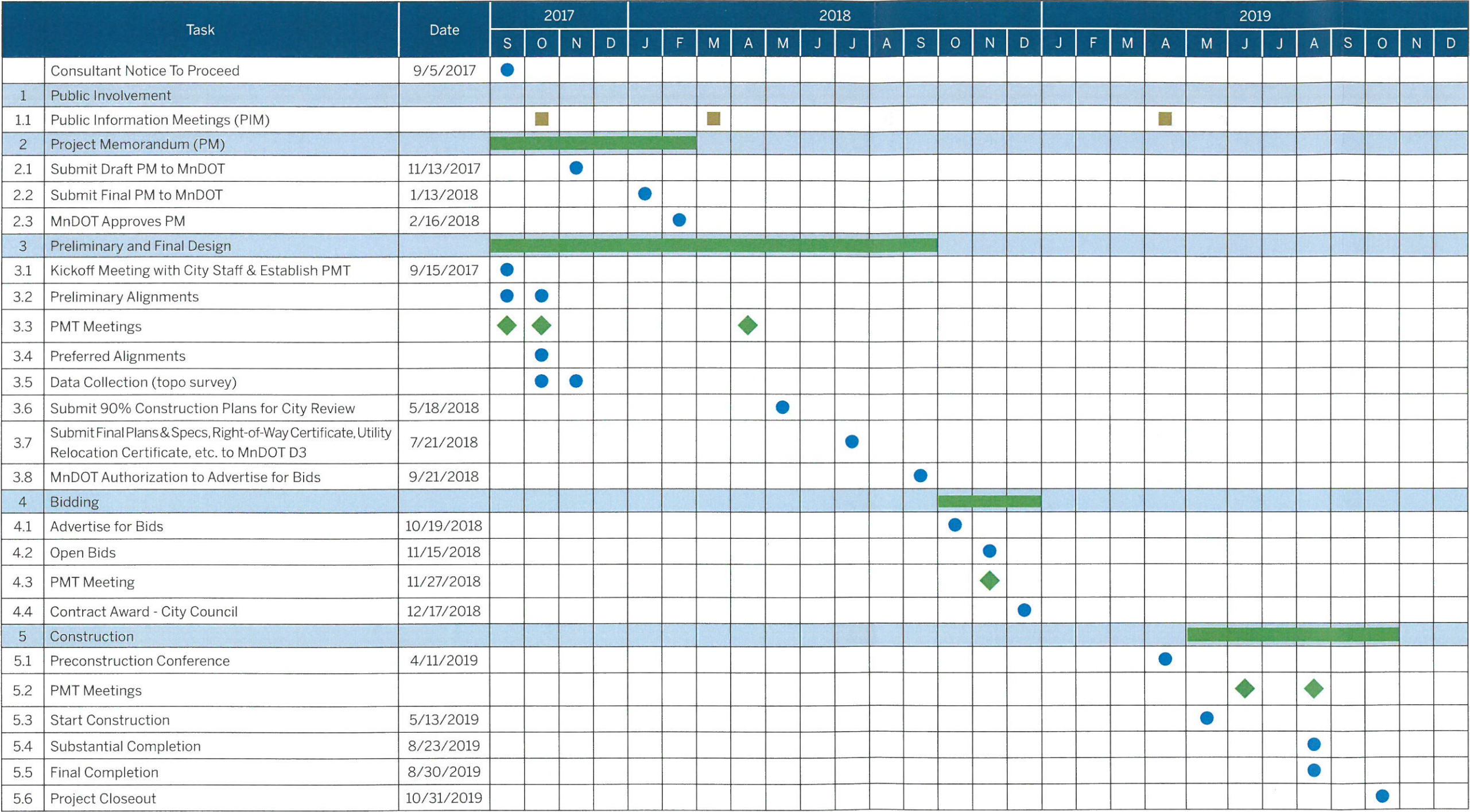
We believe, as your partner and an extension of City staff, SEH can provide you with the best possible design and value.



The City is adding curb and gutter to the west side of the TH 371B frontage road south of Wright Street in 2017 in anticipation of future sidewalk with this project in 2019

Project Schedule

PROJECT SCHEDULE



Activities

- ◆ PMT Meeting
- PIM Meeting
- Project Milestone

Construction anticipated May - August 2019 (80 Working Days)

PMT1	Establish sidewalk locations, alignments, typical sections; site tour of project segments; set date and format for PIM1	PIM2	Open house format, large project plan exhibits on display with detailed draft plans available for review, property owners ask questions and receive property-specific information about scope and impacts, schedule updates	PIM3	Short presentation with updates to schedule, staging, and other project information, introduction of contractor personnel, end with open house format as chance for property owners to ask questions and convey special needs
PIM1	Open house format, large project location exhibits on display, project information handouts available, goal to solicit initial feedback from public	PMT3	Review draft plans prior to City Council and MnDOT submittal, PMT recommends approval to City Council	PMT5	Review construction progress
PMT2	Discuss feedback from PIM1, make adjustments to preliminary design as deemed necessary, approval to move into final design	PMT4	Review bids, PMT recommends low bidder award to City Council	PMT6	Possible meeting depending on change orders

Fees

S. 6TH ST. SIDEWALK EXTENSION & GARFIELD SRTS
Professional Services - Design, Bidding, and Construction Services
Work Plan Summary and Fee Estimate
City of Brainerd, Minnesota
August 16, 2017

EXHIBIT A



WORK TASKS	Sr. Prof. Eng/ Sr. Project Manager	Principal/ Sr. Specialist	Professional Engineer/ Specialist/ RLS	Staff Engineer/ Scientist	Sr. Water Resources Eng./ Scientist	Lead Technician/ Specialist	Sr. Technician / Surveyor Crew Chief/ Planner	Technician / Survey Assistant	Admin. Tech	SEH TOTAL HOURS
1.0 Project Management	108	9	1	8	2	1	9	6	13	157
2.0 Public Involvement	18	6	4	10	0	0	4	1	5	48
3.0 Project Memorandum	6	0	1	2	0	5	54	1	2	71
4.0 Preliminary & Final Design	67	19	50	408	20	14	179	1	20	778
5.0 Bidding	10	0	0	3	0	0	1	0	5	19
6.0 Construction Services	105	1	1	292	2	1	528	6	22	958
Total Project Hours	314	35	57	723	24	21	775	15	67	2031

Total Labor Cost	\$222,098.00
Reimbursables	\$7,883.00
Total SEH Fee	\$229,981.00

Total Project Cost (Not To Exceed)	\$229,981.00
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S. 6TH ST. SIDEWALK EXTENSION & GARFIELD SRTS
Professional Services - Design, Bidding, and Construction Services
Work Plan

Client: CITY OF BRAINERD, MINNESOTA

August 16, 2017

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew	Tech / Survey Assist.	Admin. Tech.	TOTAL
1.0	Project Management										
1.1	Perform general day-to-day project management and administration. Includes project accounting, invoicing and record keeping	26							5	5	36
1.2	Ongoing coordination, communication and scheduling - internal and external	40	1	1	2	2	1	3	1	5	56
1.3	Develop and maintain a Project Management Plan for the project. Develop Quality Assurance Process and Perform Quality Control functions throughout the project to check and verify the services and products delivered.	4									4
1.4	Coordination meetings with City Staff	10									10
1.5	Project Management Team (PMT) meetings (up to six (6) meetings)	18	8		6			6		3	41
1.6	Monthly written project status reports to City, newsletters	10									10
	Task 1.0 Subtotal Hours:	108	9	1	8	2	1	9	6	13	157
	<i>Deliverables - Project schedule, monthly progress reports and invoices, and copies of all pertinent Project correspondence.</i>										
2.0	Public Involvement										
2.1	Project Open House #1	8	6	2	4			4	1	2	27
2.2	Project Open House #2	4			4					1	9
2.3	Project Open House #3	3			2					1	6
2.4	Maintain project information web page accessible on City website	3		2						1	6
	Task 2.0 Subtotal Hours:	18	6	4	10	0	0	4	1	5	48
	<i>Deliverables - Attend and Facilitate Open House Meetings with Neighborhoods and Public</i>										

S. 6TH ST. SIDEWALK EXTENSION & GARFIELD SRTS
Professional Services - Design, Bidding, and Construction Services
Work Plan

Client: CITY OF BRAINERD, MINNESOTA

August 16, 2017

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Manager	Principal/ Sr. Specialist	Prof. Engineer/ Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew	Chief/ Planner	Tech / Survey Assist.	Admin. Tech.	TOTAL
3.0	Project Memorandum (Categorical Exclusion)											
3.1	Data Collection, Database Reviews, and Agency Coordination - Prepare/submit early agency review packets to MnDNR (NHIS Database Review), MnDOT CRU (Section 106 Review), MnDOT OES (Federal T&E Species Review), and MnDOT Office of Aeronautics (Air and Land Use Compatibility Review; the project is within 5 miles of a public airport). Sub-task hours assume no special studies by SEH (e.g. cultural resource investigations, detailed noise impacts assessment, Phase I Environmental Site Assessment, detailed Section 4(f)/6(f) evaluation, or botanical surveys).				1		2	8				11
3.2	Prepare Draft Project Memorandum for City review	4		1	1		2	40		1	1	50
3.3	Compile Comments and Prepare Final Project Memorandum for approval	2					1	6			1	10
	Task 3.0 Subtotal Hours:	6	0	1	2	0	5	54		1	2	71
	<i>Deliverables - Draft Project Memorandum, Final Project Memorandum</i>											
4.0	Preliminary and Final Design											
4.1	Preliminary Design Exhibits, Site Visit, Take Off	8	2		24	2	2	4		1	1	44
4.2	Complete a plan set in accordance with current State and Federal Aid and City Standards and will include the following as necessary:	12			4							12
	o Title Sheet				2							4
	o General Layout				2							2
	o Statement of Estimated Quantities.				2							4
	o Standard Plates and Chart Index											2
	o Soils and Construction Notes											2
	o Earthwork Summary and Tabulations											8
	o Typical Sections											4
	o Quantity Tabulations				8							16
	o Miscellaneous Details				2							4
	o Standard Plan Sheets											2
	o Construction Staging/ Traffic Control/ Detour Plans		8									10
	o Alignment Plan and Tabulation											2
	o Existing Conditions and Utilities				8							10
	o Removal Plans				18							18
	o Sidewalk Plans				40							48
	o Storm Sewer, Sanitary Sewer and Water Main Plan and Profile Plans				8							8
	o Pedestrian Curb Ramp/Intersection Details				120							144

S. 6TH ST. SIDEWALK EXTENSION & GARFIELD SRTS
Professional Services - Design, Bidding, and Construction Services
Work Plan

Client: CITY OF BRAINERD, MINNESOTA

August 16, 2017

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer/ Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew	Chief/Planner	Tech / Survey Assist.	Admin. Tech.	TOTAL
4.0	Preliminary and Final Design (continued)											
	o Storm Water Design, Plans and Details		8	24	16	8		2				26
	o Retaining Wall Plans				16			8				56
	o Storm Sewer Tabulation				4							4
	o Erosion Control/Turf Establishment Plans				16	2						18
	o Storm Water Pollution Prevention Plan (SWPPP)					1		3				4
	o Signing and Pavement Marking Plans		1	12	8							25
	o Fencing Plans	4			4			1				5
	o Landscaping Plans and Details											0
	o Cross Sections				16			2				18
4.3	Plan Submittals	8			24			8			2	42
	o 90% Submittal: Submit 5 sets of 11x17 plans along with supplemental specifications for review and comment by the City. Address Comments.											
	o 100% Submittal: After making any revisions to 90% plan, submit a final signed plan and specifications to City and MNDOT. Final submittal will also include an engineer's estimate.											
4.4	Design Survey:				4							4
	o Field (control work, property irons search, topo survey)							44				44
	o Office (Gopher State One Call, convert City collected topo survey, create R/W							31				31
4.5	Private Utility and Agency Coordination (up to 2 design meetings)	6			8						2	16
4.6	Develop an Engineer's Opinion of Probable Cost with all necessary cost splits	4			28			4				36
4.7	Prepare Project Specifications Package/Proposal	4			16						8	28
4.8	QA/QC	8	8	6		6	12	4			2	46
4.9	Project site walkthrough plan review with City Staff	4										4
4.10	Prepare permit applications (MNDOT, MPCA NPDES Construction Stormwater only)	1			4						1	6
4.11	DCP Submittals	8			8	1					4	21
	Task 4.0 Subtotal Hours:	67	19	50	408	20	14	179	1	20	778	
	Deliverables - Bidding Documents, Engineer's Opinion of Probable Cost											

S. 6TH ST. SIDEWALK EXTENSION & GARFIELD SRTS
Professional Services - Design, Bidding, and Construction Services
Work Plan

Client: CITY OF BRAINERD, MINNESOTA

August 16, 2017

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew	Chief/Planner	Tech / Survey Assist.	Admin. Tech.	TOTAL
5.0	Advertising / Bidding / Award											
5.1	Prepare advertisement for bids, coordinate with City getting advertisement published by City, uploading to QuestCDN	3			1						1	5
5.2	Answer bidder questions, prepare addenda as necessary	3			1			1			1	6
5.3	Attend bid opening, tabulate bids, award recommendation, coordinate City & MnDOT award approvals	4			1						3	8
	Task 5.0 Subtotal Hours:	10	0	0	3	0	0	1	1	0	5	19
	<i>Deliverables - Tabulation of Bids, Award Recommendation Letter.</i>											
6.0	Construction Services											
6.1	Construction Administration: o Project Manager and Project Engineer - Includes attendance at weekly construction meetings, troubleshooting of construction issues, high level coordination with the contractor and coordinating the sharing of information between the construction administration staff and MnDOT and the City, manage OneOffice software use. Review of contractor submittals, weekly meeting minutes, EEO and payroll compliance review, daily coordination of consultant staff, completion of all payments, forms, reports and funding agency paperwork. (Assumed to average 10 hours per week for 16 weeks).	96			64					5	15	180
6.2	Construction Observation (assumes up to 16 weeks of construction @ average 40 hours per week) including daily & weekly diaries, pay quantity tracking, utilizing OneOffice software				200			440				640
6.3	Construction Surveying o Field (reestablish control; stake; sidewalk @ 50' intervals, curb radii, retaining wall, storm adjustments) o Office (creation of staking data/files)							60				60
								4				4
6.4	Develop and coordinate final payment paperwork with contractor and City, project closeout	8	1	1	12	2	1	16		1	5	47
6.5	Prepare record drawing plans	1			16			8			2	27
	Task 6.0 Subtotal Hours:	105	1	1	292	2	1	528	6	22	22	958
	<i>Deliverables - Agendas and meeting minutes/notes for all meetings, and copies of all pertinent Project correspondence.</i>											
	TOTAL PROJECT HOURS	314	35	57	723	24	21	775	15	67	2031	

S. 6TH ST. SIDEWALK EXTENSION & GARFIELD SRTS
Professional Services - Design, Bidding, and Construction Services
Work Plan

Client: CITY OF BRAINERD, MINNESOTA

August 16, 2017

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief/Planner	Tech / Survey Assist.	Admin. Tech.	TOTAL
7.0	Additional/Optional/Future Services										
	Right of Way Acquisition Services	To be determined									
	Geotechnical Services (Geotechnical Investigation, Construction Materials Testing)	To be determined									
	Prepare Phase 1 and 2 Environmental Site Assessments (ESA), Response Action Plan	To be determined									
	Chapter 429 Feasibility Study, Hearings, Assessment Calculations	To be determined									
	Traffic Signals/Pedestrian Signals - new or modifications	To be determined									
	Additional Meetings	Hourly plus Reimbursable Expenses									
	Expert witness/ legal testimony/ litigation support	Hourly plus Reimbursable Expenses									

**2019 SOUTH 6TH STREET SIDEWALK EXTENSION
DESIGN, BIDDING, AND CONSTRUCTION SERVICES
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Brainerd, Minnesota**

SEH, INC.

TRAVEL EXPENSES	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
Local Trips				
SEH Brainerd Based Staff	150	20	3000	
SEH St Cloud Based Staff	4	130	520	
SEH Twin Cities Based Staff	4	300	1200	
Subtotals:			4720	
ESTIMATED MILEAGE COSTS:	\$0.535 per mile		\$2,525	
	Number	Cost	Total Cost	
Hotel	0	\$0.000	\$0	
Meals	0	\$10.000	\$0	
Total			\$0	
ESTIMATED TRAVEL COSTS:				\$2,525
EXHIBITS:				\$300
Miscellaneous Printing:				\$150
Mailing/Postage Costs				\$100
State Database Reviews, etc (Project Memorandum)				\$150
EQUIPMENT EXPENSES	Number of Hou	Cost/Hr	Total Cost	
Survey Equipment	135	\$30	\$4,050	\$4,050
Survey Truck	135	\$4.5	\$608	\$608
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				\$7,883

Managing Cost Controls

Managing Cost Controls

APPROACH TO MANAGING COSTS

At SEH, we manage cost controls by striving to minimize unknowns and unexpected construction cost overruns through project scoping and high quality design, beginning with preliminary design. As outlined in our work plan and project approach, we will follow these steps to manage costs for this project:

- Create project-specific Project Management Plan (PMP)
- Establish Project Management Team (PMT)
- Manage PMT, starting at kick-off meeting
- Manage the schedule
- Manage costs
 - Overall costs
 - Engineering costs
 - Construction costs
- Manage quality
- Manage communications

Our team will advocate for maintaining a contingency budget for all elements and phases of the project, including:

- Construction
- Engineering
- Right-of-way acquisition
- Permitting
- Other tasks as appropriate

At PMT meetings, we will discuss the risks of the various design options and vet out the extent of engineering necessary to control the risk to acceptable levels. We propose to provide 30% plan level project cost estimates with options developed with the preliminary design. These estimates will help guide the preferred option decision process that is the gateway to final design.

The scope will be established with the PMT starting with the scoping meeting. To ensure the right balance of engineering and options analysis, we propose letting separate professional service contracts at each of the three main project stages: preliminary design, final design/bidding and construction. This approach minimizes unknowns in the scope and reduces the risk of scope changes.

Cost control during construction is always a priority of the owner and the engineer. Those familiar with construction understand that the unexpected happens, but the key is being prepared to react.

Quality design will help reduce the risk of construction changes; however, there are factors beyond the control of the consultant and contractor that could affect costs, including weather, groundwater fluctuations and subsurface conditions. SEH knows that these factors create the need for contingencies in the construction phase of the overall budget for both potential contractor construction cost overruns/changes and engineering scope changes.

SEH offers a qualified team of professionals that can work through changes and challenges, and we will seek input and direction from the PMT during construction as necessary. The PMP will include a change management plan that outlines procedures and chain of command for addressing any potential change orders in a timely manner.

By remaining committed to minimizing unexpected costs throughout the project with the approach outlined above, SEH will be able to effectively manage cost controls for the City of Brainerd.

Past Performance and References

Past Performance and References

SEH's recent and relevant project experience includes a variety of street, sidewalk and trail improvement projects. Our capabilities range from planning and design, to preparing construction plans and specifications and providing oversight. Regardless of the project's scope, size, or location, we are diligent in our efforts to design improvements that ensure the highest level of safety, constructability, longevity and operational efficiencies. Our relevant project experience is further described below.

Pierz Safe Routes to School

PIERZ, MN



The City of Pierz hired SEH to develop this safe routes to school project, and Morrison County hired SEH to implement it. The project included approximately 1 mile of in-fill sidewalk and school zone safety improvements using the federal highway funding (DCP process). The project also included infrastructure and traffic flow safety improvements to the public school campus, providing safer interactions between pedestrians and vehicles and reducing driver confusion.

Aspects of the project included funding coordination, project memorandum, design, and right-of-way acquisition including extensive agency coordination. The design includes concrete sidewalks, pedestrian flasher signal system, radar speed sign and pavement markings to ADA/PROWAG standards.

As part of the project, SEH coordinated with numerous agencies and stakeholders including the City, County, Minnesota Department of Transportation, Rich Prairie Water and Sewer, and two school districts.

Features

- Concrete sidewalks
- Pedestrian curb ramps
- Pedestrian flasher system
- Radar speed sign
- School campus parking
- lot and pedestrian facility reconfiguration
- Pavement markings
- ADA/PROWAG design standards

Reference

Bob Otremba
Public Works Director
City of Pierz
320.630.5180

Brainerd and Baxter Safe Routes to School

BRAINERD, MN



Reference

Trevor Walter
City Engineer
City of Baxter
218.838.5281

This project consisted of a complete study that included five elementary schools (Baxter, Garfield, Harrison, Lowell, Riverside) and one middle school (Forestview) within ISD 181. The project was a collaborative effort between the cities of Brainerd and Baxter, Crow Wing County, and ISD 181. The project went smoothly and came in on budget. SEH staff was instrumental in the public involvement and SRTS recommendations. The project included report preparation, coordination with all parties involved, public informational meetings, organization and facilitation of "Steering Committee" meetings, and final presentation.

The study included data collection, public involvement, identification of existing obstacles and proposed solutions, educational and enforcement strategies, and implementation planning.

Buffalo Hills Trail

BRAINERD, MN



Reference

Paul Sandy
City Engineer
City of Brainerd
320.630.4657

For the City of Brainerd, SEH delivered a challenging 2 mile multiuse trail project.

Features

- Bituminous trail
- Aggregate base
- Grading
- Stormwater management
- Signing and striping
- Landscaping
- Mississippi River overlook structure
- Traffic signal modifications
- Modular block retaining wall
- Culvert replacement in DNR designated trout stream

SEH Services

- Agency coordination: city, county, DNR and MnDOT
- Construction plans and specifications
- Right-of-way acquisition
- Bidding
- Construction administration, observation and staking
- Wetland delineation report and permitting
- Permitting: DNR, County, MnDOT and MPCA



28th Avenue/CSAH 137/TH 23 Improvements – Waite Park, MN

ADDITIONAL REFERENCES

Crow Wing County

Rob Hall
Assistant County Engineer
218.824.1110

City of Waite Park

Bill Schluez
Public Works Director
320.293.8729

City of St. Cloud

Steve Foss
City Engineer
320.255.7243

City of Royalton

Andrea Lauer
Mayor
320.630.2229

“We value our 40-year relationship with SEH. With their strong leadership, consistent superior service, and personable and professional staff, they have been instrumental in guiding our city through massive infrastructure change.”

Rick Miller, Mayor – City of Waite Park

Why SEH?

Why SEH?

Insight into Brainerd SRTS Plan

SEH is able to offer insight on the issues unique to this project. That started with the work we did on the SRTS plan that recommended these sidewalk improvements. The City will benefit from the cohesion we provide because of this experience.

Understanding the Brainerd Community

We have assembled a team in our local office that understands how your community works. The City needs a partner that understands your community's needs on this project and in the big picture. Our team will draw on this understanding as we work together with you. We also understand how this project fits into the big picture and other projects in the area.

Collaborative Approach

SEH has the resources and knowledge to collaborate with the City from the beginning of this sidewalk extension project. We will offer potential opportunities and solutions and then work through a process with you to determine the best way to proceed. A successful SRTS project also requires thoughtful public outreach and agency coordination. We have started that process and will continue the communication and facilitation to keep your project on track.

Effective Project Management

Our team will deliver effective project management techniques, consistent communications and quick response from our local Brainerd office. The City will have confidence that high quality services will be delivered and are the best value. Additionally, our Project Management Team (PMT) approach will foster collaboration and lead to good decisions.

Strong Working Relationships with Local Agencies

We have begun discussions with local MnDOT staff to help us better understand any concerns and requirements with sidewalk accommodations within their right-of-way for the TH 371B segment. We have a history of collaborating with private utility companies with early and consistent communication and will use that approach to make this project a success.





Building a Better World for All of Us[®]

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.



Brainerd City Council Agenda Request

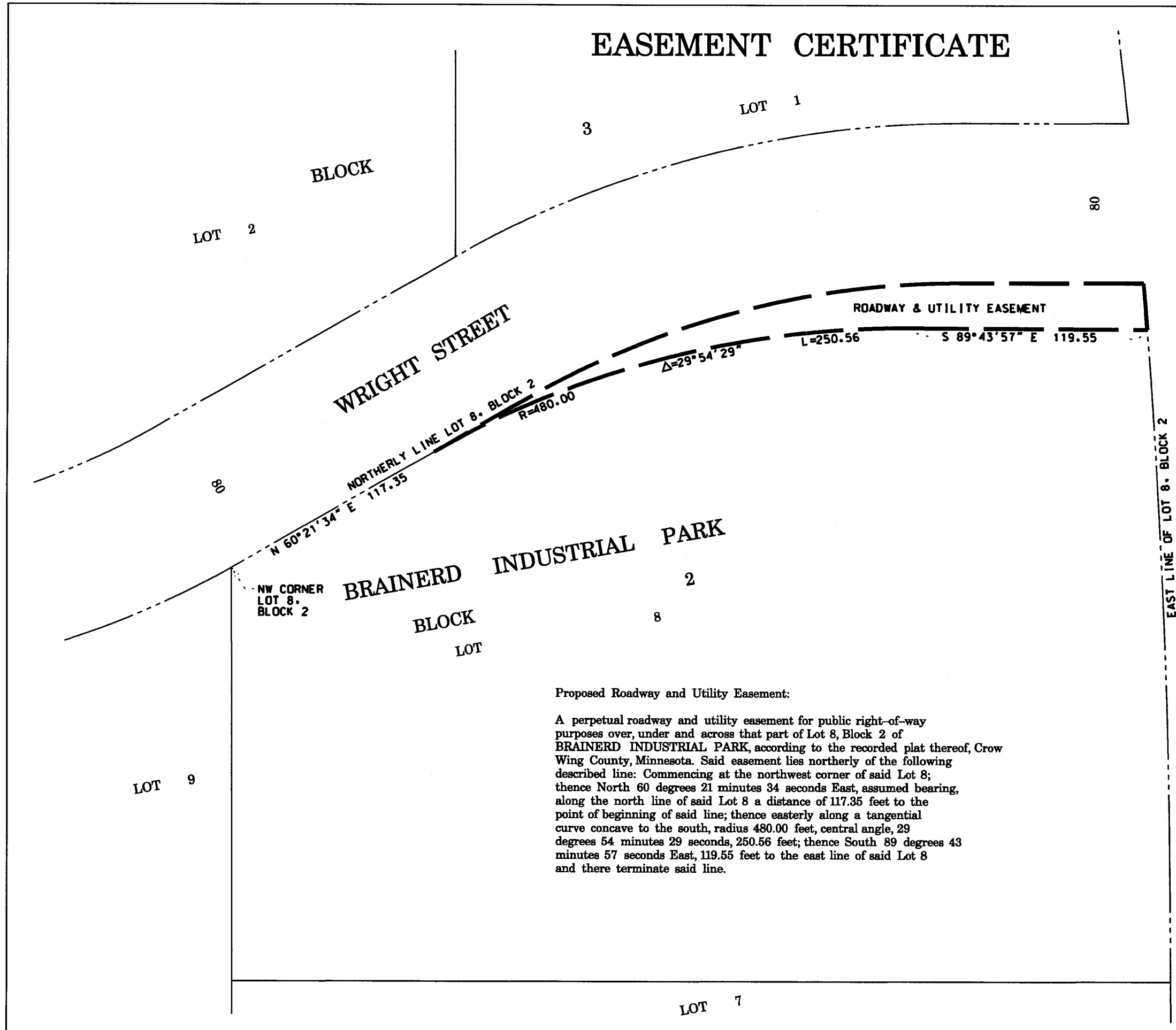
Agenda Item #

Requested Meeting Date: September 5, 2017

Title of Item: Wright Street Appraisal

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering
Presenter (Name & Title): Paul Sandy, City Engineer	Estimated Time Needed: 5 Minutes
Summary of Issue: On the June 5, 2017 meeting, staff was authorized to seek an appraisal for a sliver of property on the west leg of Wright Street at the intersection of 13th Street.	
Alternatives, Options, Effects on Others/Comments: Currently, the west leg of Wright Street and the easterly extension of Wright Street do not line up across 13th Street. With the need for resurfacing on Wright Street to happen in the next couple of years, staff felt acquiring this property before a project would be in good judgement so the issue could be resolved during design. Ludenia appraisals was solicited to do an appraisal on the sliver of property. The appraisal amount for the property came in at \$7,000.	
Recommended Action/Motion: Staff would recommend authorizing staff to send out a letter with the offer of \$7,000 to the current owner, DLP Investments, LLC. If a counter offer is received, staff will return to the council with the counter offer.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ 8,500 Total <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> Funds will come from the construction fund once. Appraisal was \$1,500 and the offer is \$7,000 for a total of \$8,500.	

EASEMENT CERTIFICATE



Proposed Roadway and Utility Easement:

A perpetual roadway and utility easement for public right-of-way purposes over, under and across that part of Lot 8, Block 2 of BRAINERD INDUSTRIAL PARK, according to the recorded plat thereof, Crow Wing County, Minnesota. Said easement lies northerly of the following described line: Commencing at the northwest corner of said Lot 8; thence North 60 degrees 21 minutes 34 seconds East, assumed bearing, along the north line of said Lot 8 a distance of 117.35 feet to the point of beginning of said line; thence easterly along a tangential curve concave to the south, radius 480.00 feet, central angle, 29 degrees 54 minutes 29 seconds, 250.56 feet; thence South 89 degrees 43 minutes 57 seconds East, 119.55 feet to the east line of said Lot 8 and there terminate said line.



416 S 6TH ST
SUITE 200
BRAINERD, MN
56401-3540
PH: 218.855.1700
FAX: 218.855.1701

SEH PROJ. NO.
BROW 0604.00

August 25, 2017

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Owner: DLP Investments, LLC
Project: Wright Street Re-Alignment Project
Legal Description: Part of Lot 8, Block 2, Brainerd Industrial Park

Dear Sirs:

At your request, I have completed an appraisal of the above captioned property to determine the amount of damages, if any, resulting from the acquisition of a permanent right-of-way, over a portion of the subject property. As a result, I have estimated the amount of damages, as of August 23, 2017, at:

SEVEN THOUSAND DOLLARS
(\$7,000)

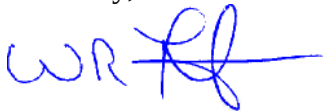
This appraisal report is prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.

The intended use of this appraisal is to provide real property value documentation to assist the client in the acquisition of a permanent right-of-way by a public entity for the Wright Street Re-Alignment Project. The intended user of this appraisal is the City of Brainerd and its representatives.

This Appraiser physically inspected the subject property on August 23, 2017.

The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in the report. The opinion of value expressed in this report is contingent upon the Critical Assumptions and Limiting Conditions Section of this report.

Sincerely,



William R. Ludenia, I.F.A.
Certified General Appraiser
Minnesota Appraiser License #4000170

TABLE OF CONTENTS

<u>Item</u>	<u>Page No.</u>
PART I - PREFACE	
Appraisal Summary	6
Project Location Map	7
Subject Property	8
PART II - INTRODUCTION	
Appraisal Authorization	10
Extraordinary Assumptions	10
Hypothetical Condition	10
Purpose of Appraisal	10
Intended Use and Users of Appraisal	10
Competency Provision	11
Property Identification and Statement of Ownership	11
Sketch of Right-of-Way Acquisition	12
Methodology	12
Property Rights Appraised	13
Scope of the Appraisal	13
Date of Market Valuation	14
Estimated Exposure Time and Marketing Period	14
Sales History of the Subject	15
Listing and Marketing Data	15
Mineral Rights	15
Exclusions	15
Special Environmental Conditions	15
Tax and Special Assessment Data	16
PART III - AREA REVIEW	
Regional and Area Analysis	18
Minnesota Map	21
Regional Map	22
Project Location Map	23

PART IV - DESCRIPTION

Description of Site Before Acquisition	25
Description of Right-of-Way Acquisition	25
Description of Site After Acquisition	25
Map of Subject Property	26
Aerial Map of Subject Property	27
Sketch of Right-of-Way Acquisition Area	28
Subject Photographs	29

PART V - HIGHEST AND BEST USE ANALYSIS

Highest and Best Use Analysis	33
Determination of Highest and Best Use	34

PART VI - VALUATION PROCESS

Introduction to the Valuation Process	36
---------------------------------------	----

PART VII - COMPARABLE SALES APPROACH TO VALUE

Comparable Sales Approach to Value	38
Comparable Sales Grid	40
Location Map of Comparable Sales	41
Adjustments to Comparable Sales	43
Value Conclusion - Before Acquisition	44
After Acquisition Value and Methodology	45

PART VIII - RECONCILIATION AND CONCLUSIONS

Reconciliation and Final Value Estimate	48
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PART IX - QUALIFYING DATA

Appraiser Certification	50
Assumptions and Limiting Conditions	52
Qualifications of Appraiser	56
Appraiser License	57

PART X - EXHIBITS AND ADDENDA

Right-of-Way Certificate	60
Zoning Map	62
Comparable Sales	64

PREFACE

APPRAISAL SUMMARY

Project:
Wright Street Re-Alignment
Project

Parcel #:
091110020080009

County:
Crow Wing

Appraiser:
William R. Ludenia
21196 Moody Lane
Brainerd, MN 56401
Telephone: 218.851.3612

Owner:
DLP Investments, LLC
3995 Roosevelt Road
St. Cloud, MN 56301

Intended Users
City of Brainerd and
its representatives

Legal Description: Part of Lot 8, Block 2, Brainerd Industrial Park
Zoning: Light Industrial (I-1)

Real Estate Taxes: \$21,967.00
Delinquent Amount: None
Special Assessments: \$15.00

Site Area of Subject Property: 144,790 Square Feet
Site Area of Proposed Right-of-Way Acquisition: 5,449 Square Feet

Highest and Best Use (Before): Industrial/Commercial Usage
Highest and Best Use (After): Industrial/Commercial Usage

Indicated Value of Taking:	=	\$7,000
Indicated Value of Severance Damages:	=	\$ 0

Indicated Value of Damages	=	\$7,000
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Special Limitations:

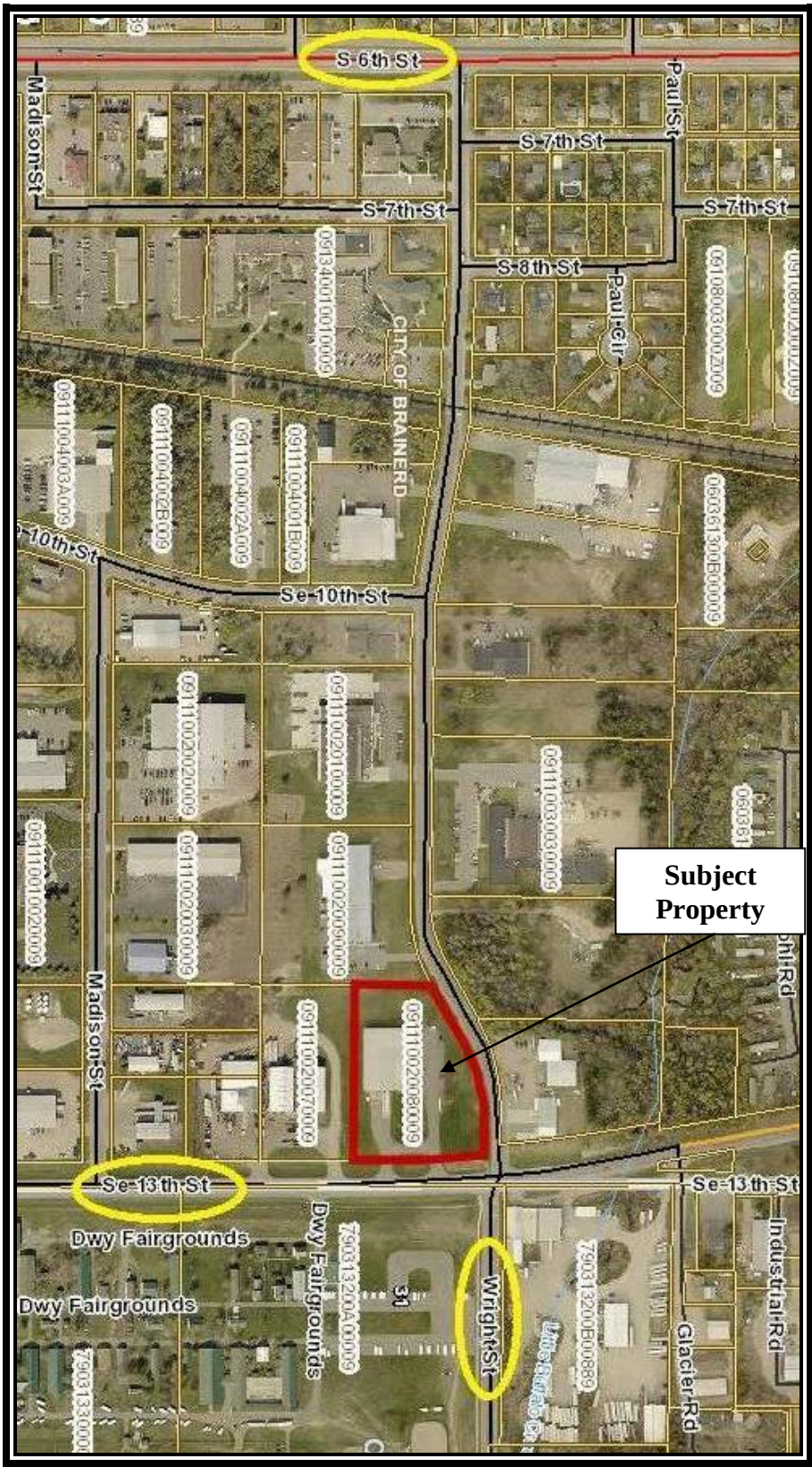
Special limitations apply to this Appraisal Report; your attention is directed to the Critical Assumptions and Limiting Conditions Section of this Appraisal Report.



William R. Ludenia, I.F.A.
Certified General Appraiser
Minnesota Appraiser License #4000170

08-25-2017
Date

PROJECT LOCATION MAP



SUBJECT PROPERTY



Note: The Subject Property is outlined in red.
Map Source: Crow Wing County

INTRODUCTION

APPRAISAL AUTHORIZATION

The authorization for this appraisal was made by Paul Sandy, City Engineer for the City of Brainerd.

Mr. Sandy has requested that the appraisal contain three value estimates based on the following scenarios:

- The current market value of the subject property.
- The market value of the subject property after the acquisition of a permanent right-of-way over a portion of the subject property.
- The amount of severance damages, if any, resulting from the acquisition of a permanent right-of-way over a portion of the subject property.

EXTRAORDINARY ASSUMPTIONS

There are no extraordinary assumptions associated with this appraisal assignment.

HYPOTHETICAL CONDITION

The after acquisition condition of the property is subject to a hypothetical condition. A hypothetical condition is contrary to what actually exists but is assumed for purposes of analysis. This hypothetical condition is necessary since the acquisition of the proposed right-of-way has not been completed as of the effective date of this appraisal.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the present Market Value of the subject property before and after the partial acquisition of the subject property. Market Value, as defined in the Uniform Appraisal Standards for Federal Land Acquisitions, 2000 is:

“The amount in cash, or in terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.”

INTENDED USE AND USERS OF APPRAISAL

The intended use of this appraisal is to provide real property value documentation to assist the client in the acquisition of a permanent right-of-way by a public entity for the Wright Street Re-Alignment Project. The intended user of this appraisal is the City of Brainerd and its representatives.

COMPETENCY PROVISION

The competency provision of the Uniform Standards of Professional Appraisal Practice requires the appraiser to have both the knowledge and experience necessary to perform a specific appraisal assignment competently.

William R. Ludenia, IFA, has been a full time professional real estate appraiser for over twenty years. Located in the Addenda Section of this appraisal report is a copy of his professional qualifications. He has extensive experience in appraising a wide variety of real estate, including properties similar to the subject throughout Minnesota.

In addition, he has earned the IFA designation from the National Association of Independent Fee Appraisers. He is a licensed Certified General Appraiser in the State of Minnesota.

Experience and professional training provide the appraiser with the necessary background to complete this appraisal assignment in accordance with the competency provision of the Uniform Standards of Professional Appraisal Practice.

PROPERTY IDENTIFICATION AND STATEMENT OF OWNERSHIP

According to the client the indicated owner of the subject property is DLP Investments, LLC. According to the Crow Wing County public record the subject property is legally described as:

Lot 8, Block 2, Brainerd Industrial Park

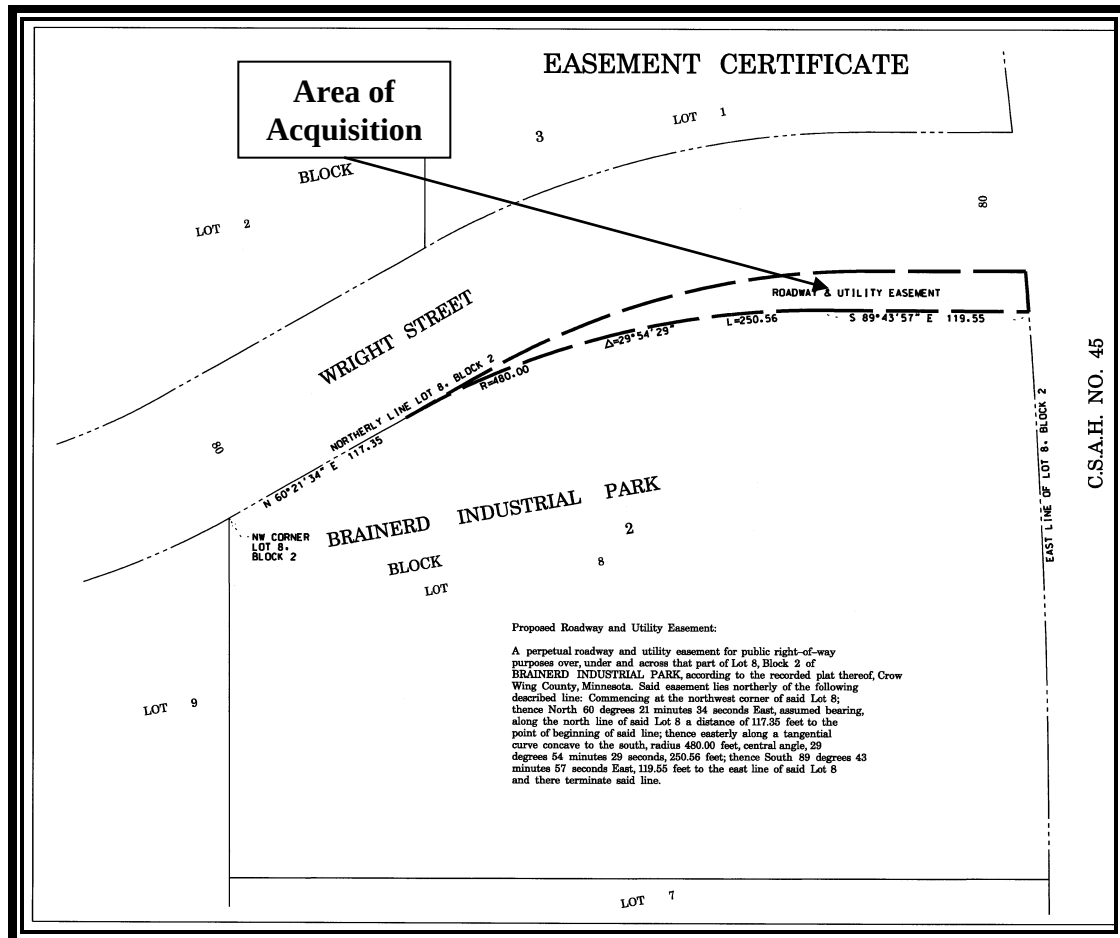
According to the client, that area of the subject property which will be acquired for a perpetual right-of-way is 5,449+/- square feet in size and legally described as:

That part of Lot 8, Block 2 of BRAINERD INDUSTRIAL PARK, according to the recorded plat thereof, Crow Wing County, Minnesota which lies northerly of the following described line: Commencing at the northwest corner of said Lot 8; thence North 60 degrees 21 minutes 34 seconds East, assumed bearing, along the north line of said Lot 8 a distance of 117.35 feet to the point of beginning of said line; thence easterly along a tangential curve concave to the south, radius 480.00 feet, central angle, 29 degrees 54 minutes 29 seconds, 250.56 feet; thence South 89 degrees 43 minutes 57 seconds East, 119.55 feet to the east line of said Lot 8 and there terminate said line.

According to the client, there is not a temporary construction easement associated with this parcel.

The client provided the legal descriptions contained in this appraisal report to this Appraiser. No survey or title opinion has been completed by this Appraiser to determine the accuracy of the legal description contained in this appraisal report or the quality of title vested with the indicated owners.

SKETCH OF AREA OF RIGHT-OF-WAY ACQUISITION



Map Source: Short Elliott Hendrickson, Inc.

METHODOLOGY

In order to arrive at the value conclusion requested in this appraisal assignment, the following methodology has been employed:

- A before and after analysis of the subject property was performed to determine the amount of damages, if any, resulting from the proposed acquisition of a right-of-way over a portion of the site, by a public entity.

The Appraiser first determines the value of the subject property and then determines the value for the remainder subsequent to severance. This methodology measures damages, if any, to the remainder that may accrue as a result of the severance of the areas of acquisition.

PROPERTY RIGHTS APPRAISED

The property rights appraised consist of the fee simple estate interest in the real estate, subject to typical road and utility easements. For the purposes of this analysis, fee simple estate interest is defined on page 113 of The Dictionary of Real Estate Appraisal, 5th Edition, published by the Appraisal Institute, as:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

SCOPE OF THE APPRAISAL

This appraisal report is prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. This appraisal includes the appropriate scope of work deemed necessary to produce a credible and reliable appraisal report. To complete the appraisal report to these standards and guidelines:

- ❑ The subject property was inspected on August 23, 2017.
- ❑ Photographs of the subject property included in this report were taken during the August 23, 2017, inspection.
- ❑ This Appraiser completed a review of an aerial map of the subject property and of a sketch of the proposed right-of-way acquisition, prepared by Short Elliott Hendrickson, Inc. to ascertain the scope of the proposed project.
- ❑ This Appraiser verified the ownership and sales history of the subject property through a review of available data in the Crow Wing County public record.
- ❑ The County Assessor’s records and the available aerial, topographic and soil maps of the subject property were reviewed.
- ❑ A neighborhood analysis was completed for the purposes of determining development trends, existing land uses and market demand and was based on a physical inspection of the general area as well as on studies performed in conjunction with other properties appraised in the area.
- ❑ Regional, community and neighborhood data was compiled using several sources including governmental and private publications in which the data was researched, analyzed and presented in their respective sections.

- ❑ This Appraiser reviewed the available data from the city of Brainerd's Planning and Zoning Department to determine the current zoning and to ascertain allowable uses of the subject property.
- ❑ A highest and best use analysis of the subject site using the data compiled herein was performed.
- ❑ Researched comparable sales and competitive properties and analyzed their applicability to the subject. The market data was researched from data in my office files, the Northstar Multiple Listing Service and county public records.
- ❑ This Appraiser prepared an appraisal report summarizing my analyses, opinions and conclusions. The appraisal is presented in a summary report format.
- ❑ The final conclusion of market value was reconciled for the subject property with consideration given to the importance of each approach to value utilized in this appraisal assignment.

DATE OF MARKET VALUATION

This Appraiser physically inspected the subject property on August 23, 2017. This appraisal is based on the market conditions as of August 23, 2017, the date of my physical inspection. The appraisal report was prepared on August 25, 2017.

ESTIMATED EXPOSURE TIME AND MARKETING PERIOD

The estimated market value in this report is based on a reasonable exposure time. Uniform Standards for Professional Appraisal Practices (USPAP) Standard Rule 1-2 states the value estimate must be linked to an estimate of marketing time of the estate being appraised and stated in the report.

According to the Uniform Standards of Professional Appraisal Practice, exposure time is an historical concept and is always presumed to have occurred prior to the effective date of the appraisal. The Dictionary of Real Estate Appraisal, 4th Edition, defines exposure time as:

“The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.”

Reasonable exposure assumes adequate, sufficient and reasonable time and effort. Exposure time is different for various types of real estate and value ranges and under various market conditions. Based on a review of current market conditions, the exposure time of the subject property is estimated to be up to twelve months at a price consistent with the estimated market value concluded herein.

The Dictionary of Real Estate Appraisal, 4th Edition, defines marketing time as:

“The time it takes an interest in real property to sell on the market subsequent to the date of appraisal. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal.”

For the purposes of this appraisal, the marketing time of the subject property is also estimated to be up to twelve months. This time period is based on the assumption that the property is offered for sale at the market value estimate concluded in this appraisal and that the current market conditions remain unchanged.

SALES HISTORY OF THE SUBJECT

According to the Crow Wing County public record, no sales activity has taken place on the subject property during the last thirty-six months.

LISTING AND MARKETING DATA

According to the Northstar Multiple Listing Service, the subject property is not currently listed for sale.

MINERAL RIGHTS

This Appraiser has made no determination if the mineral interests for the subject are held separately from the fee estate nor is a separate mineral valuation part of this appraisal.

The valuation process employed is consistent with the nature of the subject property and an accepted valuation technique in the subject’s market area.

EXCLUSIONS

The value estimate contained in this appraisal report specifically excludes all buildings, site improvements, furnishings, fixtures and removable equipment.

SPECIAL ENVIRONMENTAL CONDITIONS

No adverse environmental conditions were noted on the subject property or within the subject’s immediate neighborhood.

No testing was made by this Appraiser to determine the existence or presence of mold, radon, lead paint, asbestos, petroleum contamination, toxic or hazardous substances or other detrimental environmental conditions in the buildings, land or the surrounding areas. The value estimated in this appraisal report is based on the assumption that the property is not negatively affected by the existence of toxic or hazardous substances or detrimental environmental conditions.

This Appraiser is not an expert in the identification of toxic or hazardous substances or detrimental environmental conditions. It is possible that tests and inspections made by a qualified toxic or hazardous substance expert or environmental expert would reveal the existence of toxic or hazardous materials and environmental conditions on or around the property that would negatively affect its value.

This Appraiser further recommends that if the Client has any knowledge of or reason to suspect the existence of any toxic or hazardous substances or detrimental environmental conditions that an environmental assessment of the subject property be obtained.

TAX & SPECIAL ASSESSMENT DATA

In the State of Minnesota, the real estate taxes that are due and payable in any given year are based on the Assessor's estimated market value from the previous year. The amount of tax is based on a tax rate which is in effect for the subject property.

The subject property is identified under one Crow Wing County tax parcel identification number as indicated in the following table.

According to the Crow Wing County Auditor-Treasurer, the subject's real estate taxes for calendar year 2017 are \$21,967. The Crow Wing County Assessor's office has estimated the market value of the subject property, for assessment year 2017 at \$582,300.

<i>Parcel Identification</i>	<i>EMV Land</i>	<i>EMV Buildings</i>	<i>EMV Total</i>	<i>2017 Taxes</i>
091110020080009	\$91,700	\$490,600	\$582,300	\$21,967
TOTALS	\$91,700	\$490,600	\$582,300	\$21,967

AREA REVIEW

REGIONAL AND AREA ANALYSIS

The subject property is located in Crow Wing County, in north-central Minnesota, in an area known as the central lakes area. Crow Wing County, situated on the Mississippi River, is located in the geographic center of the State of Minnesota approximately 100 miles northwest of Minneapolis and St. Paul, 120 miles southwest of Duluth, and 140 miles southeast of Fargo, North Dakota. Crow Wing County has a population of 62,500 according to the 2010 census and is divided into 31 townships and 8 cities. Brainerd and its sister city of Baxter, are the largest cities in Crow Wing County and are the center for retail, educational, medical and governmental services for the region.

The median household income for Crow Wing County in 2006-2010 was \$44,659 which compared to a state average of \$57,243 during the same time period. Approximately 11.5% of the population of the county was considered to be below the poverty level in 2006-2010 which compared to an overall state rate of 10.6% during the same time period.

The unemployment rate in Crow Wing County is currently 3.6% compared to a state-wide unemployment rate of 3.4%. Wage scales are competitive with the wage scales found in other similar communities throughout out-state Minnesota.

Crow Wing County is served by Highway 371, which extends south to Little Falls and then to St. Cloud and Highway 210, which extends east to Aitkin and connects to Highway 169 which is a major north-south thoroughfare between Grand Rapids and the Twin Cities. This highway system links Brainerd and the surrounding lakes area to the Twin Cities and St. Cloud with minimal travel time.

The area is further serviced by Burlington Northern Santa Fe Railroad and the Greyhound Transportation Company. Several truck lines with overnight service to the Twin Cities and Chicago serve the area, along with the services of United Parcel Service, Federal Express and Airbourne Express. There is regularly scheduled airline passenger service out of the Brainerd-Crow Wing County Regional Airport, which is jointly owned by the city of Brainerd and Crow Wing County.

The transportation system has spurred development of the area as a recreational and commercial center. Many people from the Twin Cities look to the central lakes area as a major source of recreation and leisure activities. The pursuit of more time for leisure activities is a growing national trend and the central lakes area is in a position to offer both employment and recreation in close proximity to one another.

Due to its number and quality of lakes, its location at the gateway to Minnesota's central forest area and close proximity to the state's largest concentration of population, Crow Wing County has become one of the most popular vacation destinations in Minnesota. Each year thousands of tourists visit the central lakes area and the hospitality industry is a key component of the economic development in the area.

While tourism provides the primary economic base for the area, an increasing portion of the area's economy is becoming more production and service oriented providing additional employment in the area of retailing, business services, health services, construction and education. Some fifty manufacturing firms are located in Crow Wing County and the recent expansion of several existing plants have provided additional year-round jobs that help to offset the area's seasonal employment changes.

Brainerd is the county seat of Crow Wing County and with its sister city of Baxter, is a regional commercial center providing a complete array of commercial services for several nearby counties and is the next largest metropolitan area north of St. Cloud. Many regional retailers have moved into nearby Baxter including Target, Wal-Mart, Costco, Fleet Farm, Menard's, Best Buy, Kohl's and Home Depot.

Although the central lakes area tends to be best known for their close proximity to some of Minnesota's most popular recreational lakes, within the past twenty years, the area has diversified its commercial and industrial base and is a regional center for health services, local, state and federal governmental agencies, manufacturing and trade.

Another large provider of jobs in Crow Wing County is government services and the education system. Several governmental departments and agencies associated with the local, county, state and federal government have offices in Brainerd and Baxter. The Brainerd, Crosby and Pequot Lakes Public School Districts together with Central Lakes College, provide education services for the entire area.

Agricultural production is also pursued throughout the area, with greater emphasis on open land production in the southern portion of the area where the soil is more suited to crop production.

Crow Wing County Land Use and Cover Statistics

<i>Description</i>	<i>Acreage</i>	<i>% of Total</i>
Urban & Rural Development	20,519	2.8
Cultivated Land	13,330	1.8
Hay/Pasture/Grassland	114,372	15.5
Brush Land	4,569	0.6
Forested	374,488	50.6
Water	105,593	14.3
Bog/Marsh/Fen	103,618	14.0
Mining	3,292	0.4
Total	739,781	100

Source: Office of Geographic and Demographic Analysis

Population History of Crow Wing County

Population History	1990	2000	2010
Crow Wing County	44,249	55,099	62,500
Brainerd	12,353	13,178	13,590
Baxter	3,695	5,555	7,610
Pequot Lakes	843	947	2,162
Breezy Point	432	979	2,346
Nisswa	1,391	1,953	1,971
Crosslake	1,132	1,893	2,141
Emily	613	847	813
Crosby	2,073	2,299	2,386
Ironton	553	498	572
Deerwood	524	590	532
Jenkins	262	287	430

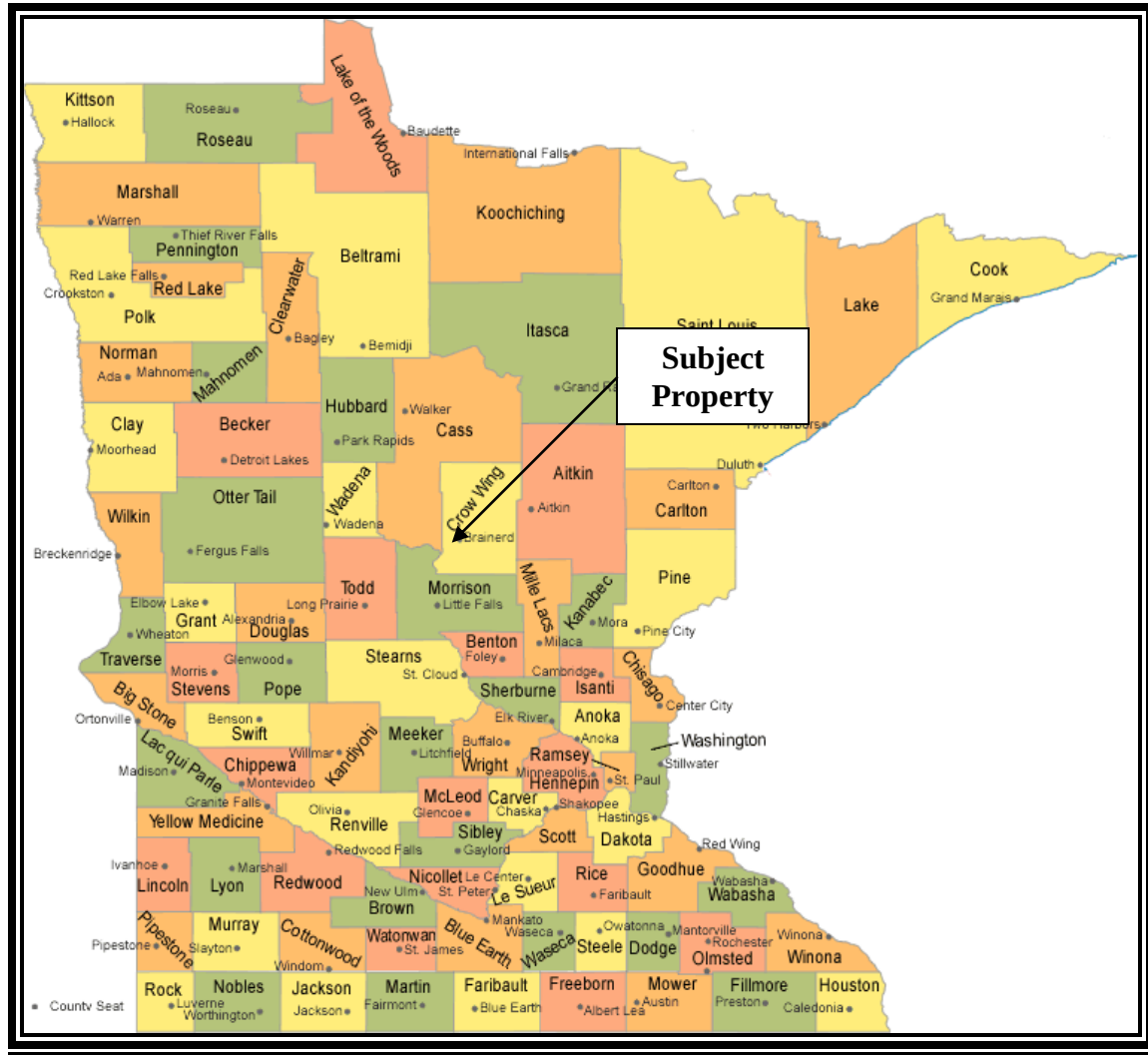
Source: US Census Bureau

Major Crow Wing County Employers

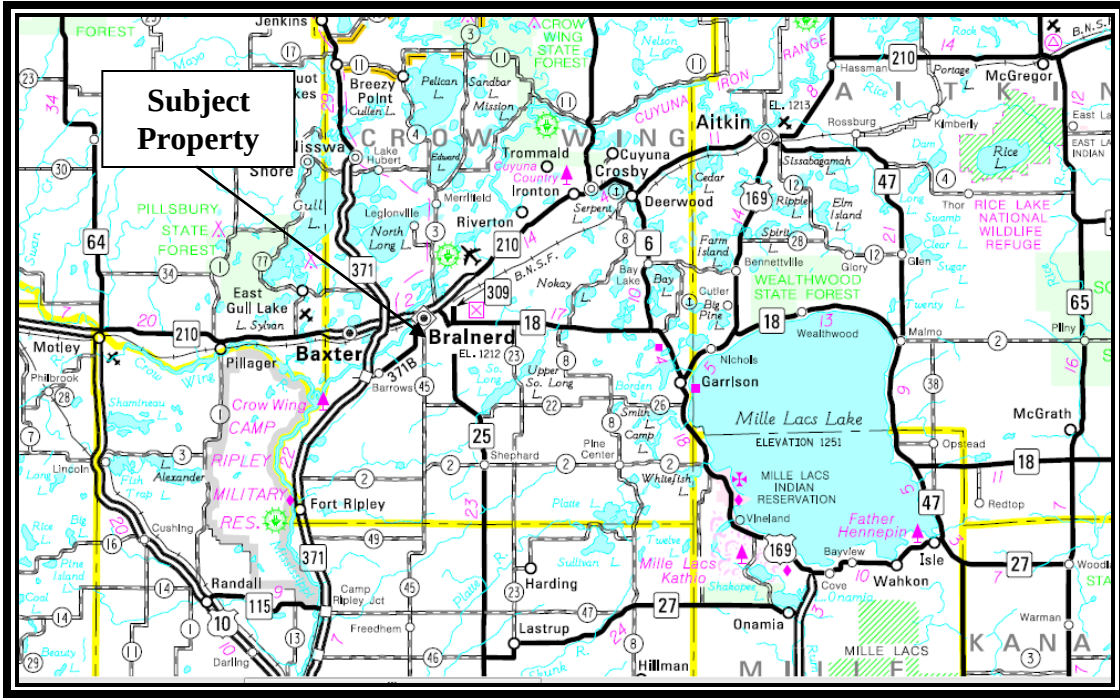
Employers	Products/Services
School District #181	Education
Essentia Medical Services	Health Care
Bisys	Business Support Systems
Maddens, Inc	Hospitality
Crow Wing County	Government
Clow Stamping	Manufacturing
Anderson Brothers	Construction
Minnesota DOT	Transportation
Bethany Good Samaritan	Community Care
Burlington Northern	Transportation
Reichert Bus Service	Transportation
Pequot Lakes Public Schools	Elementary & Secondary Schools
Breezy Point Resort	Traveler Accommodation
Ruttger's Bay Lake Lodge	Traveler Accommodation
School District #182	Education
Cuyuna Regional Medical Center	Health Care

Source: Community Profile – Department of Employment and Economic Development

STATE OF MINNESOTA MAP



REGIONAL MAP



PROJECT LOCATION MAP



DESCRIPTION

DESCRIPTION OF SITE BEFORE ACQUISITION

The subject property, which is located at 1902 SE 13th Street in southeast Brainerd, is an irregular shaped tract of land which is approximately 3.32 acres in size. The site is level in nature and has similar elevations as adjoining properties. Access to the site is at its eastern boundary via SE 13th Street and along its northern boundary via Wright Street. The subject is zoned Light Industrial (I-1) according to the City of Brainerd.

The proposed right-of-way acquisition is located along the northern boundary of the subject property. Located in the proposed acquisition area is an established lawn.

The subject property is improved with a commercial/industrial building. Because the existing improvement will not be negatively impacted by the Wright Street Re-Alignment Project, the existing improvement is disregarded in the before and after analysis and only the underlying land is analyzed. This methodology is typical in this type of appraisal assignment and consistent with appraisal industry standards.

The highest and best use of the subject property is considered to be commercial/industrial usage.

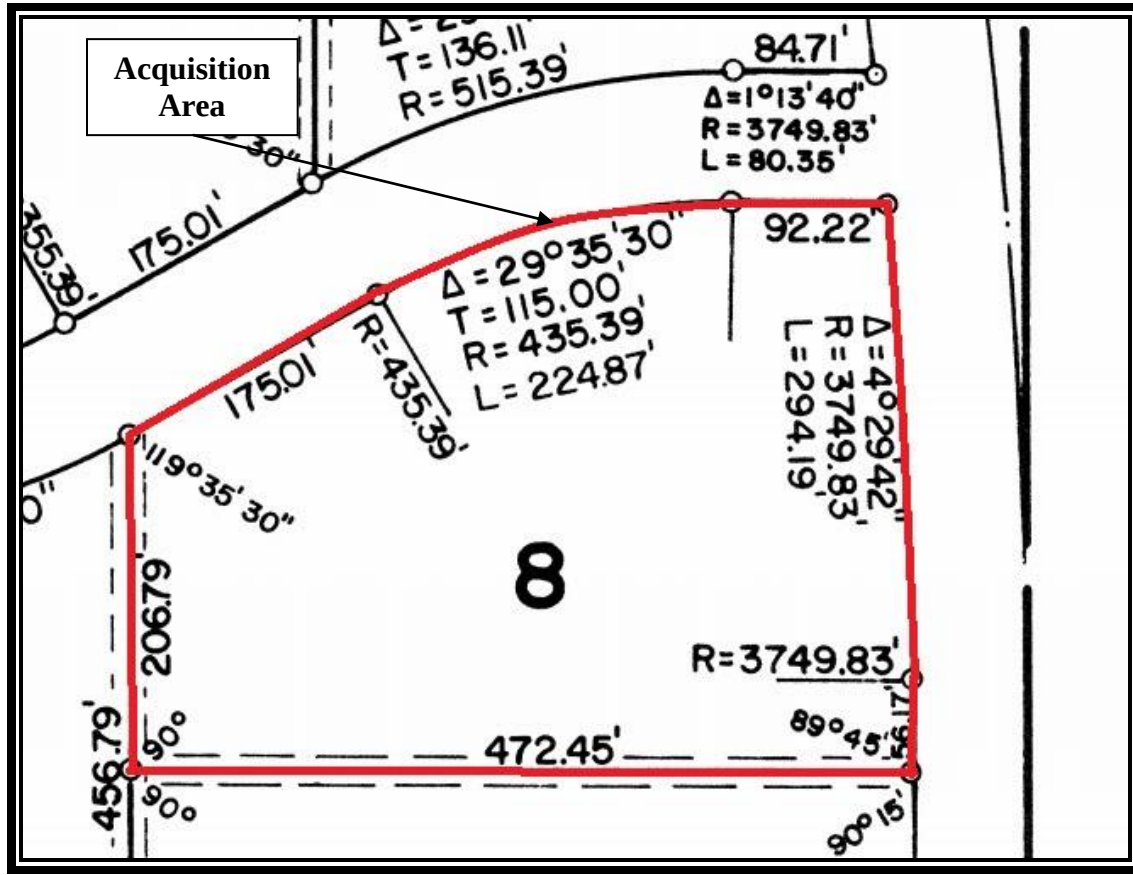
DESCRIPTION OF RIGHT-OF-WAY ACQUISITION

The proposed acquisition is for a permanent right-of-way for the re-alignment of Wright Street. According to the client, that area of the subject property which will be acquired for a right-of-way will be 5,449+/- square feet in size. Based on a review of an aerial map of the subject property and of a sketch of the proposed permanent right-of-way, prepared by Short Elliott Hendrickson, Inc., that area of the subject site which will be acquired for a permanent right-of-way will be located at the northern boundary of the site and adjacent to Wright Street.

DESCRIPTION OF SITE AFTER ACQUISITION

After the acquisition of a permanent right-of-way by the City of Brainerd, the size of the site subject will be reduced 5,449+/- square feet. The shape of the site, its topography, access and availability of utilities will remain unchanged. The highest and best use of the subject property after acquisition will remain commercial/industrial usage.

MAP OF SUBJECT PROPERTY



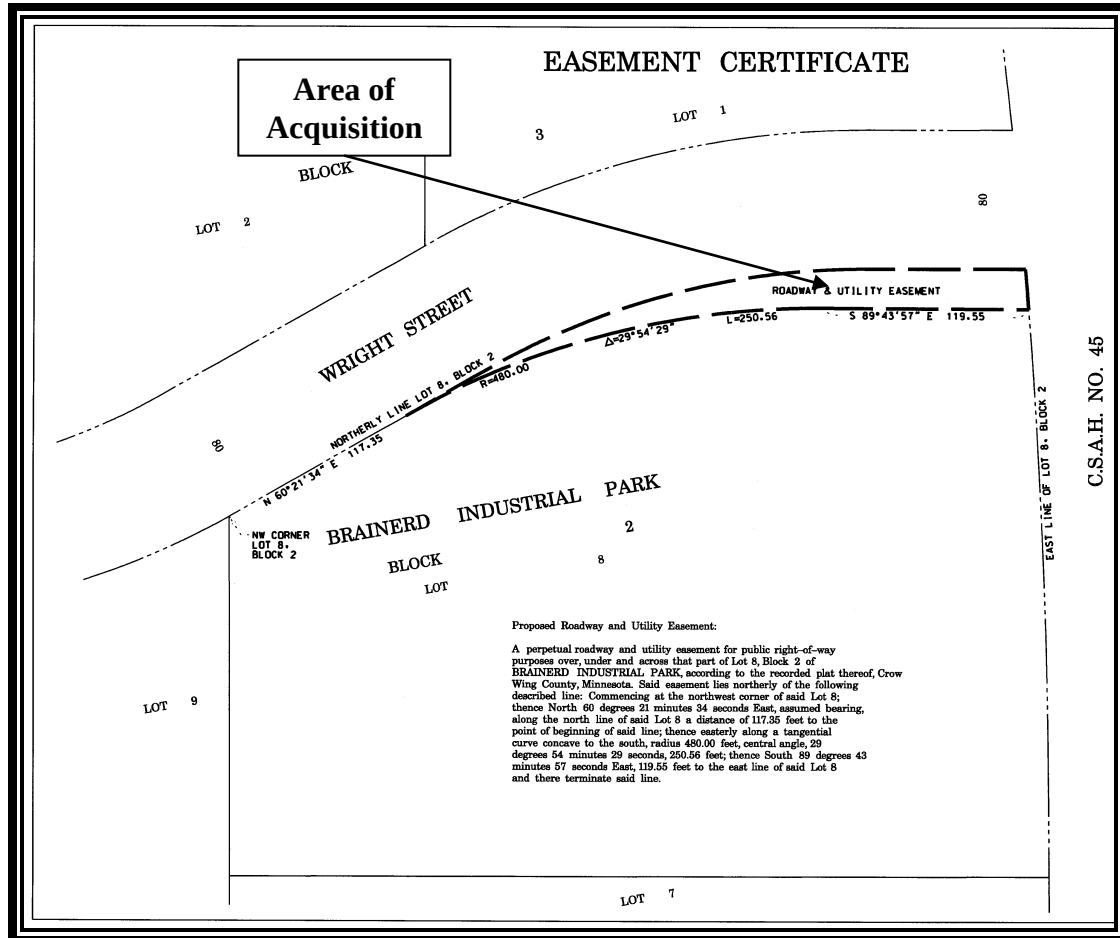
Note: The Subject Property is outlined in red.
 Map Source: Crow Wing County

AERIAL MAP OF SUBJECT PROPERTY



Note: The Subject Property is outlined in red.
Map Source: Crow Wing County

SKETCH OF RIGHT-OF-WAY ACQUISITION AREA



Map Source: Short Elliott Hendrickson, Inc.

PHOTOGRAPH ADDENDUM



Easterly View of Area of Right-Of-Way Acquisition



Westerly View of Area of Right-Of-Way Acquisition

PHOTOGRAPH ADDENDUM



Southerly View of SE 13th Street



Westerly View of Wright Street

PHOTOGRAPH ADDENDUM



Existing Improvement

HIGHEST & BEST USE ANALYSIS

HIGHEST AND BEST USE ANALYSIS

(As Vacant & As Improved)

Highest and Best Use, also referred to as the Most Probable Use, is basic to any valuation process. Highest and Best Use, as defined in The Uniform Standards of Professional Appraisal Practice, is:

“The reasonably probable and legal use of property that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.”

It may also be defined as the legal use to which a property can logically be put or adapted, for which there is a current market, and which may reasonably be expected to produce the greatest net return to land over a given period of time, or to yield to land its highest present value.

In order to determine Highest and Best Use, a property must meet four tests which are:

1. Be legally permissible
2. Be physical possible
3. Be financially feasibility and
4. Be maximally productive

Based on the above criteria, I have reviewed the past growth patterns of Crow Wing County, the city of Brainerd, the SE 13th Street and the Wright Street corridors and the subject's immediate neighborhood, and I am of the opinion, that the highest and best use of the subject property before the acquisition of the proposed acquisition of a right-of-way, is commercial or industrial usage. I am also of the opinion, that the highest and best use of the subject property after the acquisition of the right of way is commercial or industrial usage. This usage is considered the highest and best use of the site because:

Legally Permissible

First, a determination of what uses are legally permissible was made. Existing leases, deed restrictions, zoning, building codes, environmental regulations and existing land use contracts may all influence potential use.

Physically Possible

Once the determination of what the legally permissible uses are, what is physically possible must be addressed. All the physical features of the subject property must be considered including its size, topography, soil types and access.

Financial Feasibility

The test of financial feasibility considers which uses are likely to produce an income, or return equal to or greater than the amount needed to satisfy operating expenses, financial obligations, and capital amortization. All uses that are expected to produce a positive return are regarded as financially feasible.

If the use is not an income producing use, an analysis is completed to determine which uses are likely to create a value or result equal or greater than the amount needed to develop and market the property under those uses. The value of a property for personal use is also considered and may be sufficient to offset the lack of an income stream from an external source.

Maximum Profitability

The use that produces the highest price or value consistent with the rate of return indicated by the market is considered to be maximally productive.

Determination of Highest and Best Use Before Acquisition: Commercial or Industrial Usage

Determination of Highest and Best Use After Acquisition: Commercial or Industrial Usage

VALUATION PROCESS

INTRODUCTION TO THE VALUATION PROCESS

The valuation of real estate generally is undertaken by three major methods or approaches, which are employed either separately or together, as applicable. Data relevant to the subject property, gathered from the market place, is applied to each approach and after careful analysis of the data for its reliability and similarity to the subject, a value indicator is established for the subject. The value indicators, if more than one approach is used, are then correlated into a final estimate of value.

Cost Approach to Value

The Cost Approach to Value recognizes the estimated market value of the land plus depreciated cost of the improvements and is predicated on standard cost indices, actual construction data and other data from informed sources. Because no improvements will be negatively impacted by the Wright Street Re-Alignment Project, the cost data will only be utilized to determine the amount of severance damages, if any, associated with the project.

Sales Comparison Approach to Value

The Sales Comparison Approach to Value is the most basic and widely utilized of the appraisal methodologies. This approach to value is a direct comparison method of estimating value, involving the analysis of market activity--sales of comparable properties--and from this, deriving an indicated value. The Sales Comparison Approach to Value is used in the appraisal assignment and is the sole approach to value utilized to determine the value of the subject site.

Income Approach to Value

The Income Approach to Value involves the forecasting of potential income, deducting applicable expenses and capitalizing the estimated net income into value using a capitalization rate appropriate for the specific property under present market conditions. Land rental of commercial or industrial land is very limited in this neighborhood. Rents are very minimal and fail to support the underlying value of the land. Because the income derived from properties similar to the subject is not directly measurable in rational economic terms, the Income Approach to Value is not applicable.

Reconciliation

The credibility of each approach to value is dependent upon the specific property type, market conditions and the adequacy of pertinent data. Theoretically, all three of the traditional approaches to value should develop the same value if all relevant data were available and the marketplace a perfect one. In the reconciliation process the Appraiser weighs the strengths and weaknesses in the various approaches, and accordingly selects the final value estimate. In summary, the objective of the valuation process is to convert costs, market indicators and income into a defined value conclusion.

COMPARABLE SALES APPROACH TO VALUE

COMPARABLE SALES APPROACH TO VALUE

This approach is common to practically every appraisal because of the basic principle of substitution, which establishes the premise that the value of a property tends to approach the value indicated by the actions of informed buyers and sellers of comparable real estate. Stated another way, this approach measures opportunity cost to acquire a like property. The application of this approach involves the comparison of the subject with similar properties recently sold, and in the process adjusting to the subject for variances in location, condition and physical characteristics of the comparable sales.

The reliability of this technique is dependent upon the:

- ❑ Availability of comparable sales data
- ❑ Verification of the sales data
- ❑ Degree of comparability or extent of adjustments necessary for differences between the properties
- ❑ Absence of non-typical conditions affecting the sale prices

In theory, the sale prices of the various comparables, after adjustment, tend to set the range of value of the subject. However, it should be noted that since real estate is heterogeneous in nature, the adjustments sometimes must be made with considerable subjectivity. Also, since properties cannot be compared as a whole, a suitable unit of comparison, such as sale price per buildable unit, square foot, acre or front foot, may be the most creditable common denominator for comparative purposes.

The value of the subject site will be estimated by using a Comparable Sales Approach, wherein the value will be estimated by referencing the price paid per square foot for unimproved commercial or industrial sites that are located in the subject's general market area.

Available market data may allow for quantitative adjustments for those factors that can be measured in the market place or qualitative adjustments for those factors that cannot be measured in the marketplace. The qualitative analysis recognizes market inefficiencies and further recognizes the difficulty in measuring the reactions of market participants. The qualitative analysis tends to be more consistent with the reactions of actual market participants, and is the preferred method used in this appraisal report.

This Appraiser has reviewed and analyzed seven sales, with an effort made to search out sales of properties in generally close proximity to the subject and of proportionate size, utility, elevation and quality. Ideally, the geographic search would be limited to the subject's immediate neighborhood but due to a minimum number of sales of properties with similar physical features as the subject, our search included all of Crow Wing County.

A total of four comparable sales were presented in this appraisal report which provides a reasonably good indication of the value of the subject property.

In the following exhibits, this Appraiser has presented the most significant and salient characteristics from each of the comparable sales. Adjustments have been made to each comparable sale to reflect the significant differences. This analysis demonstrates the Appraiser's technique for deriving an indication of the market value of the subject property.

COMPARABLE LAND SALES GRID

Comp. Number:	Subject	Comp #1	Comp #2	Comp #3	Comp #4
Address:	1902 SE 13th Street	712 Thiesse Drive	1924 S 10th Street	1531 Thiesse Drive	3215 Oak Street
Location:	Brainerd	Brainerd	Brainerd	Brainerd	Brainerd
Sale Date:	N/A	09/17/2007	08/11/2016	05/28/2015	10/03/2016
Site Area:	144,790 SF	87,120 SF	101,972 SF	401,623 SF	100,188 SF
Elevation:	Level	Level	Level	Level	Level
Site Accessibility:	Average	Average	Restricted	Average	Average
Visibility:	Good	Average	Average	Average	Good
Access:	Public	Public	Public	Public	Public
Zoning:	Industrial	Industrial	Industrial	Industrial	Commercial
Municipal Services:	Public	Public	Public	Public	Public
Highest & Best Use:	Industrial	Industrial	Industrial	Industrial	Business
Other:	None	None	Stg. Bld.	None	Stg. Bld.
Sale Price:	N/A	\$106,242	\$121,000	\$521,560	\$175,000
Sale Price/Sq. Foot:	N/A	\$1.22	\$1.19	\$1.30	\$1.75
Sale Terms:	N/A	Cash	Cash	Cash	Cash
Qualitative Adjust:					
Market Conditions:	Current	Inferior	Similar	Similar	Similar
Financing/Concessions:	N/A	None	None	None	None
Condition of Sale:	Average	Similar	Similar	Similar	Similar
Location:	Brainerd	Similar	Similar	Similar	Superior
Site Area:	144,790 SF	Similar	Similar	Similar	Similar
Elevation:	Level	Similar	Similar	Similar	Similar
Site Accessibility:	Average	Similar	Inferior	Similar	Similar
Visibility:	Good	Inferior	Inferior	Similar	Similar
Access:	Adequate	Similar	Similar	Similar	Similar
Zoning:	Industrial	Similar	Similar	Similar	Superior
Municipal Services:	Public	Similar	Similar	Similar	Similar
Other:	None	Similar	Superior	Similar	Superior
Overall Comparison:		Inferior	Inferior	Similar	Superior
Price Per Square Foot:		\$1.22	\$1.19	\$1.30	\$1.75

Indicated Value of Subject Site: \$1.30 Per Square Foot

SUBJECT
1902 SE 13th St

COMPARABLE No. 1
712 Thiesse Drive
0.78 miles SW

COMPARABLE No. 2
1924 S
10th Street
0.32 miles SW

COMPARABLE No. 3
1531 Thiesse Drive
0.82 miles SE

COMPARABLE No. 4
3215 Oak St
1.77 miles NE

Comparable Sales Adjustment Process

The adjustments on the Comparable Land Sale Adjustment Grid are based on any appreciation experienced between the sale date of the comparable and the effective date of this appraisal, on the granting of any financing or sale concessions, general location, parcel size, zoning, availability of utilities, topography as it relates to site utility, accessibility by motor vehicles and any unique physical features experienced by the comparable sale.

The adjustment process involves:

- ❑ Appropriate value indicators are assigned for each comparable depending on market norms. The analysis of the comparable sale will be completed on the price paid per square foot for other unimproved commercial sites. Appropriate value indicators will be derived based upon the actions of buyers and sellers in the marketplace.
- ❑ If the comparable property is superior to the subject in terms of the identified factor, then a negative adjustment is made thus reducing the indicated value of the subject.
- ❑ If the comparable property is inferior to the subject in terms of the identified factor, a positive adjustment is made, thus increasing the indicated value of the subject.
- ❑ The adjusted values are then reviewed and reconciled. The sale that provides the best indication of market value will be identified, the adjusted values will be reviewed and weighed, and a final value estimate selected.

Type of Adjustment

The preferred method of adjustment is a quantitative analysis. This type of analysis assigns specific dollar or percentage adjustments to a comparable sale. To determine the amount of adjustment, sale pairings are completed. A large data set is required for a quantitative analysis to be credible.

In the case of this appraisal assignment, a quantitative analysis was not completed due to a lack of comparable sales and market dynamics. In my opinion, if a quantitative analysis was utilized, the adjustments would be forced and unsupported. Instead, a qualitative analysis will be used.

This type of analysis is a relative comparison showing relationships without recourse to quantification. Qualitative analysis reflects the imperfect nature of the subject property's market area. Each sale was discussed as superior, inferior or similar to the subject property.

Adjustments to Comparable Land Sales

Market Conditions

This Appraiser made an analysis of the past sales activity of unimproved industrially orientated properties located in the subject's general market area to ascertain the demand for unimproved industrially orientated properties and if there has been significant changes in market values.

While there are a number of industrial sites currently available within the City of Brainerd, an analysis of Comparable Sales 1 and 2 indicate that a positive adjustment was warranted with Comparable Sale 1.

Financing/Sales Concessions

An analysis of each of the comparable properties indicates that no financing or sales concession adjustment was warranted with any of the comparable sales.

Condition of Sale

Based on an analysis of each of the comparable properties and an analysis of current market conditions, it was determined that a condition of sale adjustment was not warranted.

Location

A negative adjustment was warranted with Comparable Sale 4 due to its superior location on Highway 18.

Site Area

Based on an analysis of each of the comparable properties it was determined that no site area adjustment was warranted.

Elevation

Each of the comparable sales is considered to have similar elevations therefore no elevation adjustment was warranted.

Site Accessibility

Based on an analysis of Comparable Sale 2 it was determined a positive adjustment was warranted due to the placement of two modest storage buildings which restricted access to the rear of the site and would potentially impair the parking of larger vehicles.

Visibility

A positive adjustment was warranted with Comparable Sale 1 and 2 due to the subject's superior commercial visibility afforded by SE 13th Street.

Access

No adjustment was warranted because each of the comparables had similar access as the subject.

Zoning

A negative adjustment was warranted with Comparable Sale 4 which had a commercial zoning classification which offers greater developmental potential.

Municipal Services

No adjustment was warranted because each of the comparables had similar municipal services as the subject property.

Other

A negative adjustment was warranted with Comparable Sale 2 and 4 which each had storage buildings located on their respective sites. Each of the storage buildings were modest in nature and did not maximize the developmental potential of the site.

Value Conclusion - Before Acquisition

The Comparable Land Sale Adjustment Grid suggests that the physical and non-physical aspects of the subject property and each of the comparable sales are reasonably similar.

Comparable Sale 1, which is a dated sale, is located in the Brainerd Industrial Park. This site is considered inferior to the subject due to limited commercial visibility and its date of sale.

Comparable Sale 2, also located in the Brainerd Industrial Park, is considered inferior to the subject due to its limited commercial visibility and restricted site accessibility. This sale would set the low range of value of the subject property.

Comparable Sale 3 is the most recent sale on an unimproved site located in the Brainerd Industrial Park. This sale offers the most similar amenities as the subject property and is considered the best value indicator of the subject property.

Comparable Sale 4 is located on Highway 18 (Oak Street) and has commercial rather than industrial zoning. This property is considered clearly superior to the subject due to its location and zoning classification. This sale is considered to set the high range of value of the subject property.

Before Acquisition Value Conclusion of Subject Site By Sales Approach:

After considering the adjusted comparable sales, with Comparable Sale 3 receiving the most consideration, I have concluded that the market value of the subject property is \$1.30 per square foot.

$$144,790 \text{ SF} \times \$1.30 = \$188,227.00$$

Indicated Value of Subject Site Before Acquisition: \$188,000(rd.)

AFTER ACQUISITION VALUE AND METHODOLOGY

Based on a review of an aerial map of the subject property and of a sketch of the proposed right-of-way acquisition, prepared by Short Elliott Hendrickson, Inc., the site area will be reduced by 5,449 square feet.

The shape of the site, its topography, access and availability of utilities will remain unchanged. The highest and best use of the subject property after acquisition will remain industrial usage.

After Acquisition Value Conclusion of Subject Site By Sales Approach:

After considering the adjusted comparable sales, with Comparable Sale 3 receiving the most consideration, I have concluded that the after acquisition market value of the subject property is \$1.30 per square foot.

$$139,341 \text{ SF} \times \$1.30 = \$181,143.30$$

Indicated Value of Subject Site After Acquisition: \$181,000

Indicated Value of Damages to Subject Site:

Before Acquisition Value of Subject Site:	\$188,000
After Acquisition Value of Subject Site:	<u>- 181,000</u>
Indicated Damages:	\$ 7,000

Severance Damages

Severance damages relate to the loss of value to that portion of a property left after a taking, above and beyond the value of the land and any structures taken by a government entity. The difference of value before the taking and after the taking falls under the general definition of severance damages.

There are no severance damages resulting from the acquisition of a permanent right-of-way over a portion of the subject property by the City of Brainerd.

RECONCILIATION AND CONCLUSIONS

RECONCILIATION AND FINAL VALUE ESTIMATE

The reconciliation process involves the correlation of the conclusions reached from any of the three approaches to value considering the property type involved and requirements of the appraisal assignment. This process depends on the recognition of the appropriateness and reliability of each approach and of the quality, availability and reliability of the data obtained. The value indications of the three traditional approaches to value used in this appraisal assignment to determine the value of the subject property are:

Before Acquisition of Right-Of-Way

Cost Approach to Value	=	N/A
Comparable Sales Approach to Value	=	\$188,000
Income Approach to Value	=	N/A

After Acquisition of Right-Of-Way

Cost Approach to Value	=	N/A
Comparable Sales Approach to Value	=	\$181,000
Income Approach to Value	=	N/A

Reconciliation of Before and After Values

Indicated Value Before Acquisition:	=	\$188,000
Indicated Value After Acquisition:	=	<u>\$181,000</u>
Indicated Damages:	=	\$ 7,000

Reconciliation of Value of Taking and Severance Damages

Indicated Damages:	=	\$ 7,000
Indicated Value of Severance Damages:	=	<u>\$ 0</u>
Indicated Value of Damages	=	\$ 7,000

Value Conclusion

It is this Appraiser's opinion that the proposed acquisition of the right-of-way will not change the highest and best use of the subject property, create a negative influence on its existing improvements nor limit the usage or future development of the site.

Based upon my analysis of the subject property and applying recognized appraisal procedures, it is my opinion that the amount of damages resulting from the acquisition of a permanent right-of-way, as of the effective date of this appraisal, is \$7,000.

QUALIFYING DATA

Certification

Assumptions and Limiting Conditions

Qualifications of Appraiser

Appraiser License

APPRAISER CERTIFICATION

Project: Wright Street Re-Alignment Project
Community: Brainerd
Owner: DLP Investments, LLC
Date of Value: August 23, 2017
Damages: \$7,000

I hereby certify that:

1. The Appraiser has not provided any services related to the subject property within the three year period immediately preceding acceptance of the assignment, or in any other capacity.
2. This Appraiser has not observed environmental concerns on or near the subject property.
3. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and with the Code of Ethics of the National Association of Independent Fee Appraisers.
4. The OPINION OF VALUE DATE specified above is the date I personally inspected the property and the date to which my opinion of value applies. I have also made a field inspection of the comparable sales relied upon in making this appraisal which are represented by the photographs in the report.
5. The Estimated Fair Market Value specified herein is my independent opinion for the proposed acquisition on the date specified.
6. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusion in, or the use of, this report.
8. I understand that such appraisal report is to be used as the basis for an offer of just compensation by a governmental entity; that the appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraising land for such purposes. To the best of my knowledge no portion of the value assigned to such property consists of items, which are non-compensable under the established law of the State.
9. In making this appraisal, I have disregarded any increase or decrease in the before value caused by the project for which the property is being acquired.

10. I will not reveal the findings and results of this appraisal to anyone other than the proper officials of the State of Minnesota until authorized by State officials to do so, or until I am required to do so by due process of law.
11. I was provided no significant professional assistance in preparing this report, which is not referenced in this report. No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.
12. I am licensed as a real estate appraiser by the State of Minnesota with a Certified General license, number AP-4000170, expiring on 8-31-2019. I am licensed and competent to perform an appraisal for the type of property presented in this report.
13. The State of Minnesota has a mandatory program of continuing education for reissuance of their appraiser license. I have completed the requirements of the continuing education program for the State of Minnesota.
14. To the best of my knowledge and belief, the statements contained in the appraisal report are true, and the information upon which my opinions are based is correct.
15. The reported analyses, opinions, and conclusions, are limited only by the reported critical assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.



William R. Ludenia, I.F.A.
Certified General Appraiser
Minnesota Appraiser License #4000170

08-25-2017
Date

CRITICAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is made subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. This appraisal report has been prepared for the exclusive benefit of the Client. It may not be used or relied upon by any other party. Any party who uses or relies upon any information contained in the appraisal report without the preparer's written consent does so at his own risk.
2. The Client is advised that an appraisal is an opinion, and that it does not constitute a guarantee that the property will sell for the appraised amount. Property management, differing motivations of buyers and sellers, salesmanship, information, which may or may not be presented to a buyer, and differences in the way a property is presented, can change sale prices dramatically. This appraisal simply represents the Appraiser's opinion of value based upon the facts known at the time of the appraisal.
3. Information, estimates and opinions furnished to the Appraiser and contained in the report were obtained from sources considered to be reliable and believed to be true and correct. However, the Appraiser does not assume responsibility for accuracy of such items furnished in the appraisal.
4. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership and management and receiving proper maintenance. Existing liens or encumbrances have been disregarded, and the property has been appraised as though free and clear of all indebtedness, unless otherwise stated in this appraisal report.
5. The appraisal report and its contents must be regarded as a whole and any excerpts from this appraisal cannot be used separately and, if used separately, invalidates this appraisal.
6. The Appraiser has made no survey of the subject property to determine any easements, encroachments or right-of-ways and the legal description used in this appraisal report is assumed to be correct. It is assumed that the utilization of the land is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the appraisal report.
7. Any plot plan or sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property, and the Appraiser assumes no responsibility for its accuracy.

8. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuation for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
9. An independent valuation of forest cover as merchantable timber (if any) is not part of this appraisal. The valuation process employed is consistent with the nature of the subject property and an accepted valuation technique in the subject's market area.
10. No testing has been made to determine the existence or presence of mold, radon, lead paint, asbestos, petroleum contamination, toxic or hazardous substances or other detrimental environmental conditions in the buildings, land or the surrounding areas. The value estimated in this appraisal report is based on the assumption that the property is not negatively affected by the existence of toxic or hazardous substances or detrimental environmental conditions. This Appraiser is not an expert in the identification of toxic or hazardous substances or detrimental environmental conditions. It is possible that tests and inspections made by a qualified toxic or hazardous substance expert or environmental expert would reveal the existence of toxic or hazardous materials and environmental conditions on or around the property that would negatively affect its value. This Appraiser further recommends that if the Client has any knowledge of or reason to suspect the existence of any toxic or hazardous substances or detrimental environmental conditions that an environmental assessment of the subject property be obtained.
11. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering, which might be required to discover such factors.
12. This appraisal does not include structural or mechanical warranties nor is it an assurance that any purchaser, owner or occupant will find the condition of the property to be fully satisfactory. It is assumed that there are no structural defects or unapparent conditions of the property; that all mechanical equipment, built-in appliances, electrical components and roofing are in adequate condition unless otherwise addressed in this appraisal report. No judgment is made relative to adequacy of insulation or energy efficiency of the improvement; these are assumed standard for the appraised property's type and age. No responsibility is assumed for infestation of wood destroying insects or damage caused by them. If the Client has any questions or concerns regarding these items, it is the Client's responsibility to order any appropriate inspections.
13. If a well and septic system are located on the subject site, this Appraiser has made no determination if the well is providing safe, sanitary drinking water, or if the septic system is working properly. The Appraiser is not qualified to determine such.

14. The appraiser's property visitation and examination is not a home/building inspection. This appraiser does not have the expertise needed to make such inspections nor does this Appraiser assume any responsibility for these items. A home/building inspection, performed by a qualified individual is always recommended.
15. While flood maps of the area may have been studied and comments may have been made about the subject's location in or outside a flood hazard area, we are not qualified to detect the subject's specific flood hazard area. No responsibility is assumed for any consequences arising from the need for flood insurance.
16. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The Appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained.
17. It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.
18. Title III of the Americans with Disabilities Act, "Public Accommodations and Services Operated by Private Entities," requires all privately owner/operated buildings, which provide public accommodations and/or services, to be equally accessible for persons with disabilities. All architectural, transportation and communication barriers must be removed, if readily achievable. The appraiser is not qualified to make a determination as to whether the property under appraisal is in compliance with this act. The client is urged to retain an expert in this field, if desired.
19. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless non-conformity has been stated, defined and considered in the appraisal report.
20. It is assumed that the revenue stamps placed on any deed referenced accurately indicates the sale price and are in correct relationship to the actual dollar amount of the transaction.
21. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any. It is assumed that the subject property is not affected by surface entry for the exploration or removal of any such materials, unless otherwise noted in the report.
22. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the appraisal report is based.

23. It is assumed that all appraisals, subject to satisfactory completion, repairs, or alternations, if applicable, will be completed in accordance with the plans and specifications and are contingent upon completion of the improvements in a professional, workmanlike manner. The estimated market value is, as of the appraisal date, as proposed, and as if fully completed and operating at the projected levels of income and expense.
24. The Appraiser is not required to give testimony or appear in court or before any board or governmental body because of having made an appraisal of the subject property without satisfactory predetermined financial arrangements and time agreements.
25. Disclosure of the contents of the appraisal report is governed by the By-laws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
26. The Appraiser reserves the right to alter, amend, revise or rescind any comments and any value conclusions if pertinent facts, unknown during the appraisal process, become known subsequent to completion of the appraisal report. Further, the estimated Market Value is subject to change over time, as may be dictated by market circumstances.
27. The analysis and conclusion necessarily incorporated numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates and the variations may be material.
28. In consideration of performing the services rendered at the fee charged, the appraisal firm expressly limits its liability to the amount of fee paid by the Client. The appraisal firm expressly disclaims liability as an insurer or guarantor. Any persons seeking greater protection from loss or damage than is provided from herein should obtain appropriate insurance. The Client shall indemnify and hold harmless the appraiser(s), the appraisal firm, and its employees against all claims by any third party or any judgment for loss or damage relating to the performance or non-performance of any services by the appraisal firm.
29. Any use of the appraisal report, by the client, is conditioned upon payment of all fees in accordance with the agreed terms.
30. Acceptance of and/or use of the appraisal report constitutes acceptance of the forgoing general assumptions and limiting conditions.

WILLIAM R. LUDENIA – REAL ESTATE APPRAISER

21196 Moody Lane, Brainerd, MN 56401
218.851.3612

Education – Real Estate Appraising

Uniform Standards of Professional Appraisal Practice
Principals of Real Estate Appraising
Single Family Report Writing
Narrative Report Writing
Market Abstraction
Review Appraising
Relocation Report Writing Seminar
Cash Rental Value Appraisal
Farm, Ranch and Rural Property Appraisal
Marshall & Swift Residential Cost Approach Seminar
Marshall & Swift Commercial Cost Approach Seminar
Fundamentals of Real Estate Investment and Taxation
Income Property Appraising
Income Capitalization
Easement Valuation
Principles of Environmental Risk Screening

Work History

1973-1975 - United Farm Agency – Branch Manager
1975-1986 - Self-employed real estate broker
1986 - Present - Self-employed real estate appraiser

Work Experience

Since 1973 involved full-time with various phases of real estate including the appraisal and marketing of residential, lakeshore, farm, raw land, multi-family, commercial and business opportunities. Served as a real estate instructor and lectured at Minnesota's Area Vocational Institutes.

Sample of Clients Served

Northern National Bank	Wells Fargo Banks
Bremer Bank	MidAmerica Mortgage Company
US Bank	Brainerd Savings and Loan
Lakewood Banks	Security State Bank of Pillager
Unity Bank	Lakes State Bank
Mid Minnesota Federal Credit Union	Peoples National Bank
First National Bank of Walker	Rels Valuation
First National Bank of Deerwood	American National Bank
RiverWood Bank	Security State Bank of Aitkin
Voyageur Financial	Woodlands National Bank
Crow Wing County	City of Brainerd
Cass County	City of Baxter
State of Minnesota-DNR	City of Pillager
Breen & Person Ltd.	City of East Gull Lake
The Nature Conservancy	City of Breezy Point
The Trust for Public Land	City of Remer
Prudential Relocation	TransEquity Relocation

STATE OF MINNESOTA



WILLIAM R LUDENIA
21196 MOODY LANE
BRainerd, MN 56401

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that
WILLIAM R LUDENIA

21196 MOODY LANE
BRainerd, MN 56401

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

Resident Appraiser : Certified General

License Number: 4000170

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 14, 2017.

A handwritten signature in cursive script that reads "Nick Portman".

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division
85 7th Place East, Suite 500
St. Paul, MN 55101-3165
Telephone: (651) 539-1599
Email: licensing.commerce@state.mn.us
Website: commerce.state.mn.us

Notes:

- **Individual Licensees Only - Continuing Education:** 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- **Appraisers:** You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. **Trainees do not qualify.** For further details, please visit our website at commerce.state.mn.us.

EXHIBITS AND ADDENDA

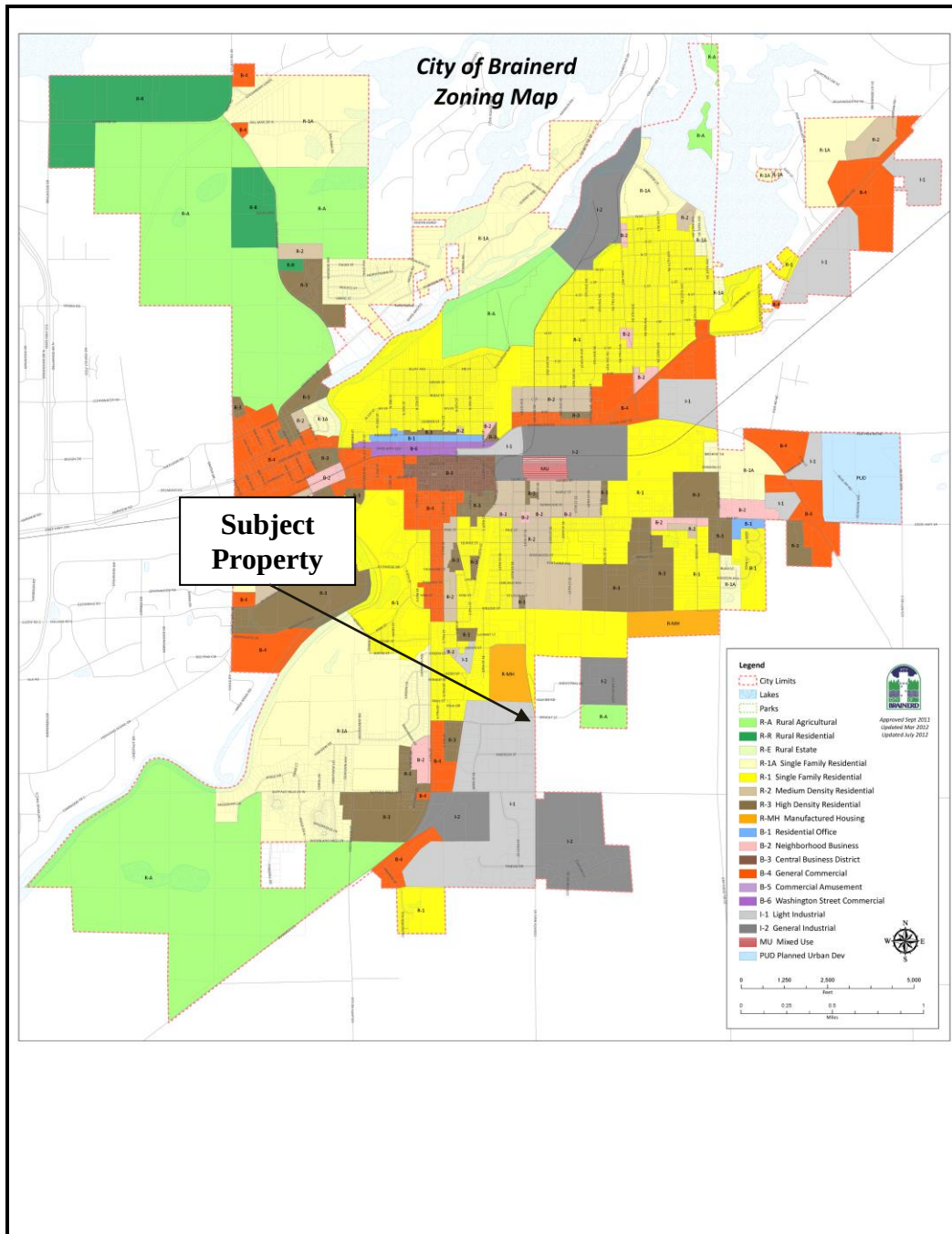
Right-Of-Way Certificate

Zoning Map

Comparable Sales

RIGHT-OF-WAY CERTIFICATE

ZONING MAP



COMPARABLE SALES

COMPARABLE SALE NUMBER 1



<i>Sale Information</i>		<i>Property Information</i>	
Date of Sale:	09/17/2007	PID Number:	092440080010009
Grantor:	City of Brainerd	Address:	712Thiesse Drive
Grantee:	Chips Holdings, LLC	City:	Brainerd
Township:	44	Zoning:	Industrial
Range:	31	Utilities:	Public
Section:	1	Access:	Public Street
Legal Description:	L1, B8, Thiesse Industrial Park	Elevation:	Level
Sale Price:	\$106,242	Visibility:	Average
Square Footage:	87,120	Highest & Best Use:	Industrial
Price Per Square Foot:	\$1.22	Present Use:	Industrial
Data Source:	MLS/Public Record/Inspection	Confirmation:	Listing Broker

COMPARABLE SALE NUMBER 2



<i>Sale Information</i>		<i>Property Information</i>	
Date of Sale:	08/11/2016	PID Number:	09111004002B009
Grantor:	Imgrund, Ronald & Gwen	Address:	1924 10th Street South
Grantee:	DH Holdings, LLC	City:	Brainerd
Township:	45	Zoning:	Industrial
Range:	31	Utilities:	Public
Section:	36	Access:	Public Street
Legal Description: Pt L2, B4, Brnd Industrial Park		Elevation:	Level
Sale Price:	\$121,000	Visibility:	Average
Square Footage:	101,972	Highest & Best Use:	Industrial
Price Per Square Foot:	\$1.19	Present Use:	Industrial
Data Source:	MLS/Public Record/Inspection	Confirmation:	Listing Broker

COMPARABLE SALE NUMBER 3



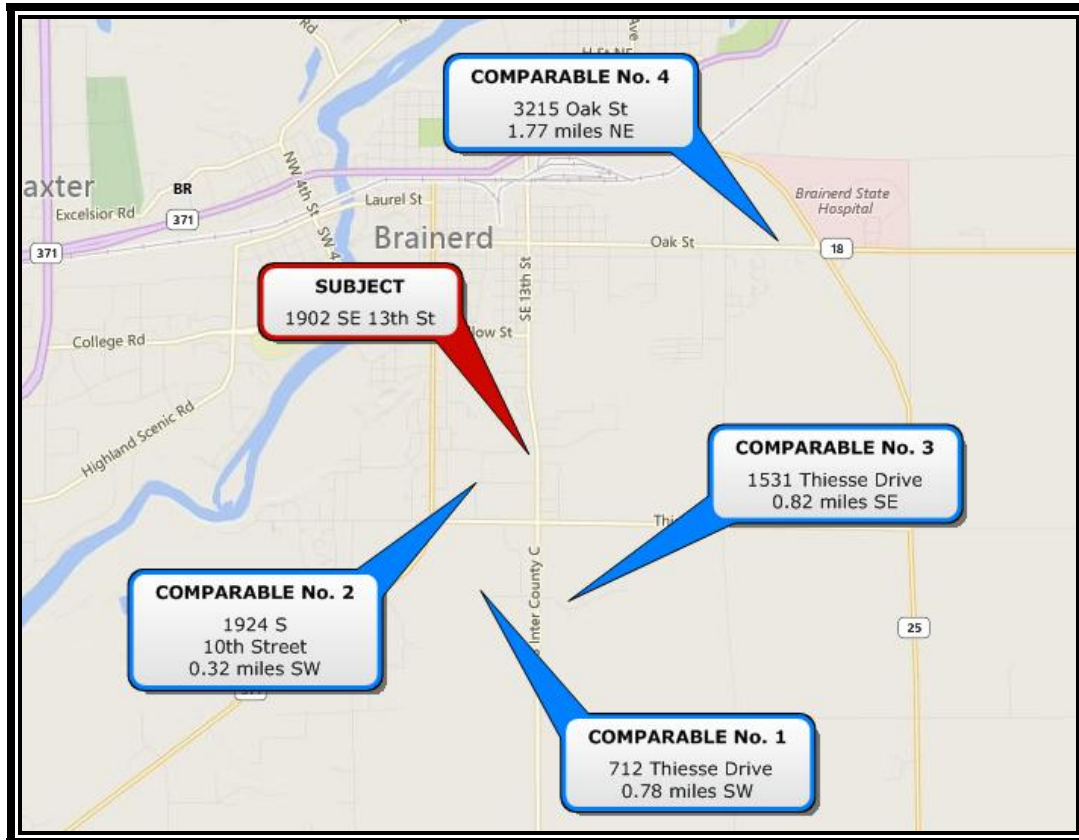
<i>Sale Information</i>		<i>Property Information</i>	
Date of Sale:	05/28/2015	PID Number:	092810010020009
Grantor:	City of Brainerd	Address:	1531 Thiesse Drive
Grantee:	2016 Brainerd, LLC	City:	Brainerd
Township:	44	Zoning:	Industrial
Range:	30	Utilities:	Public
Section:	6	Access:	Public Street
Legal Description: L2-6,B1, Brnd Industrial Pk 1st		Elevation:	Level
Sale Price:	\$521,560	Visibility:	Average
Square Footage:	401,623	Highest & Best Use:	Industrial
Price Per Square Foot:	\$1.30	Present Use:	Industrial
Data Source:	MLS/Public Record/Inspection	Confirmation:	Listing Broker

COMPARABLE SALE NUMBER 4



<i>Sale Information</i>		<i>Property Information</i>	
Date of Sale:	10/03/2016	PID Number:	050292400B00009
Grantor:	Yliniemi, Gerald & Yvonne	Address:	3215 Oak Street
Grantee:	Liberty Group of Brainerd, LLC	City:	Brainerd
Township:	45	Zoning:	Business-2
Range:	30	Utilities:	Public
Section:	29	Access:	Public Street
Legal Description:	Part of South Half of NW	Elevation:	Level
Sale Price:	\$175,000	Visibility:	Good
Square Footage:	100,188	Highest & Best Use:	Commercial
Price Per Square Foot:	\$1.75	Present Use:	Commercial
Data Source:	MLS/Public Record/Inspection	Confirmation:	Listing Broker

LOCATION MAP OF COMPARABLE SALES





Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5, 2017

Title of Item: First Reading - Proposed Ordinance 1472 - Section 900 Brainerd Code

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☒ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering
Presenter (Name & Title): Paul Sandy, City Engineer	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is proposed Ordinance 1472 - Section 900 of Brainerd City Code pertaining to Public Safety and Animals.	
Alternatives, Options, Effects on Others/Comments: This issue was first brought up at the August 7 Council Meeting due to HART wanting an increase for boarding of animals. The P & F committee reviewed the request and asked for SPW to review and make an ordinance change to reflect State Statute for the minimum amount of days required to keep animals. The ordinance language has been revised to incorporate by reference the Statute for the minimum amount of time required by law, which is currently 5 business days. The portion of the code that pertains to dangerous dogs already incorporates by reference State Statutes pertaining to dangerous dogs.	
Recommended Action/Motion: Staff recommends holding the first reading of proposed Ordinance 1472 - Section 900 of Brainerd City Code pertaining to Public Safety and Animals.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

**ORDINANCE
NO. 1472**

**AN ORDINANCE AMENDING SECTION 900 OF THE
BRAINERD CITY CODE PERTAINING TO PUBLIC SAFETY AND ANIMALS**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 900.09 be amended by deleting the first paragraph of the Section in its entirety and substituting in lieu thereof the following:

Subd. 3. Reclaiming. All animals conveyed to the impoundment location shall be kept with humane treatment and sufficient food and water for their comfort for the minimum period of time required by state law. In the event the owners or keepers desire to reclaim the animal from impoundment, the following is required:

- A) Payment of maintenance costs, as provided by the pound, per day or any part of day while animal is in said pound; and
- B) Payment of impound fees pursuant to City Code; and
- C) If a dog is unlicensed, payment of a regular license fee and valid certificate of vaccination for rabies is required.

Adopted this _____ day of _____, 2017

DAVID J. PRITSCHET
President of the Council

Approved this _____ day of _____, 2017

EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator

2016 Minnesota Statutes

[Authenticate](#)

346.47 SEIZED ANIMALS.

Subdivision 1. **Definitions.** As used in this section:

(1) "establishment" means any public or private agency, person, society, or corporation having custody of animals that are seized under the authority of the state or any political subdivision of the state; and

(2) "regular business day" means a day during which the establishment having custody of an animal is open to the public not less than four consecutive hours between the hours of 8:00 a.m. and 7:00 p.m.

Subd. 2. **Impoundment; record keeping.** All animals seized by public authority must be held in an establishment for redemption by the owner for at least five regular business days of the establishment or for a longer time specified by municipal ordinance. Establishments must maintain the following records of the animals in custody, and preserve the records for at least six months:

(1) the description of the animal by species, breed, sex, approximate age, and other distinguishing traits;

(2) the location at which the animal was seized;

(3) the date of seizure;

(4) the name and address of the person from whom any animal three months of age or over was received; and

(5) the name and address of the person to whom any animal three months of age or over was transferred.

The records must be maintained in a form permitting easy perusal by the public. A person may view the records and animals in custody at any time during which the establishment is open to the public.

Subd. 3. **Release of animals.** A person must not release an animal seized and held under this section for research or product testing, either directly or through an animal dealer. This subdivision does not apply to the temporary transfer of an animal to a college of veterinary medicine or veterinary technology school accredited by the American Veterinary Medicine Association for the purpose of sterilization or needed veterinary care.

History: 2012 c 244 art 1 s 73

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2016 Minnesota Statutes

[Authenticate](#)

347.54 CONFISCATION.

§ Subdivision 1. **Seizure.** (a) The animal control authority having jurisdiction shall immediately seize any dangerous dog if:

(1) after 14 days after the owner has notice that the dog is dangerous, the dog is not validly registered under section [347.51](#);

(2) after 14 days after the owner has notice that the dog is dangerous, the owner does not secure the proper liability insurance or surety coverage as required under section [347.51, subdivision 2](#);

(3) the dog is not maintained in the proper enclosure;

(4) the dog is outside the proper enclosure and not under physical restraint of a responsible person as required under section [347.52](#); or

(5) the dog is not sterilized within 30 days, pursuant to section [347.52](#), paragraph (d).

(b) If an owner of a dog is convicted of a crime for which the dog was originally seized, the court may order that the dog be confiscated and destroyed in a proper and humane manner, and that the owner pay the costs incurred in confiscating, confining, and destroying the dog.

Subd. 2. Reclaimed. A dangerous dog seized under subdivision 1 may be reclaimed by the owner of the dog upon payment of impounding and boarding fees, and presenting proof to the appropriate animal control authority that the requirements of sections [347.51](#) and [347.52](#) will be met. A dog not reclaimed under this subdivision within seven days may be disposed of in a manner permitted by law, and the owner is liable to the animal control authority for costs incurred in confining and disposing of the dog.

Subd. 3. Subsequent offenses; seizure. If a person has been convicted of a misdemeanor for violating a provision of section [347.51](#), [347.515](#), or [347.52](#), and the person is charged with a subsequent violation relating to the same dog, the dog must be seized by the animal control authority having jurisdiction. If the owner is convicted of the crime for which the dog was seized, the court shall order that the dog be destroyed in a proper and humane manner and the owner pay the cost of confining and destroying the animal. If the owner is not convicted and the dog is not reclaimed by the owner within seven days after the owner has been notified that the dog may be reclaimed, the dog may be disposed of in a manner permitted by law.

History: [1988 c 711 s 5](#); [1989 c 37 s 12](#); [2008 c 325 s 10, 11](#); [2012 c 244 art 1 s 74, 75](#)

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Subd. 3. Reclaiming. All animals conveyed to the impoundment location shall be kept, with humane treatment and sufficient food and water for their comfort, at least seven (7) days after the animal is taken into custody, unless reclaimed sooner by their owners or keepers as provided by this Section. In case the owner or keeper shall desire to reclaim the animal from the pound, the following shall be required:

- A) Payment of maintenance costs, as provided by the pound, per day or any part of day while animal is in said pound; and
- B) Payment of impound fees pursuant to City Code; and
- C) If a dog is unlicensed, payment of a regular license fee and valid certificate of vaccination for rabies is required.

Subd. 4. Unclaimed Animals. At the expiration of the times established in Subdivision 3, if the animal has not been reclaimed in accordance with the provisions of this Section, the Officer appointed to enforce this Section may let any person claim the animal by complying with all provisions in this Section, or cause the animal to be destroyed in accordance with the provisions of this Section. Any money collected under this Section shall be payable to the City of Brainerd.

900.11 Kennels. Subdivision 1. Definition of Commercial Kennel. The keeping of five (5) or more dogs on the same premises, whether owned by the same person or not and for whatever purpose kept, shall constitute a “commercial kennel”; except that a fresh litter of pups may be kept for a period of four months before such keeping shall be deemed to be a “commercial kennel.”

Subd. 2. Commercial Kennel as a Nuisance. Because the keeping of five (5) or more dogs on the same premises is subject to great abuse, causing discomfort to persons in the area by way of smell, noise, hazard, and general aesthetic depreciation, the keeping of five or more dogs on the premises is hereby declared to be a nuisance and no person shall keep or maintain a commercial kennel within the City.

(Amended Ord. 1047 – 1998, Ord. 1325 – 2008)

900.13 Ownership Limits. Subdivision 1. Household Limitation. No person shall keep, maintain, or otherwise house more than a total of four cats or dogs over the age of four months within any household in the City of Brainerd unless authorized elsewhere in this Section. (For example, the limitation is further clarified as follows: 4 dogs, or 4 cats, or 3 dogs and 1 cat, or 2 dogs and 2 cats, etc.)

- A) For the purposes of this Section, the term “household” refers to a single family residence or single unit of a town home, condominium, apartment or comparable structure that is rented, leased or used as a single unit.

Subd. 2. Confinement. Any animal reasonably suspected of being diseased and presenting a threat to the health and safety of the public, may be apprehended and confined in the pound by any person or Enforcement Officer. The Officer shall have a qualified veterinarian examine the animal. If the animal is found to be diseased in such a manner so as to be a danger to the health and safety of the City, the Officer shall cause such animal to be painlessly killed and shall properly dispose of the remains. The owner or keeper of the animal killed under this Section shall be liable for all costs of maintaining and disposing of the animal, plus the costs of any veterinarian examinations.

Subd. 3. Release. If the animal, upon examination, is not found to be diseased within the meaning of this Section, the animal shall be released to the owner or keeper free of charge.

900.25 Regulation of Dangerous Dogs. Subdivision 1. Definition of Dangerous Dog. The definition of a dangerous dog shall be taken from Minnesota Statutes Sections 347.50-347.56, as those statutes may be amended from time to time, which are hereby adopted and incorporated by reference into the Brainerd City Code. The Enforcement Officer, or designee, shall have the authority to order the euthanasia of a dangerous dog meeting the criteria established in State Statute, subject to the procedure set forth herein.

Subd. 2. Proper Enclosure. Proper enclosure means securely confined indoors or in a securely locked outdoor pen or structure suitable to prevent the dog from escaping and to provide protection for the animal from the elements. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only barriers which prevent the animal from exiting. The enclosure shall not allow the egress of the animal in any manner without human assistance. A pen or kennel shall meet all of the following minimum specifications:

- A) Have a minimum overall floor size of thirty-two (32) square feet.
- B) Sidewalls shall have a minimum height of five (5) feet and be constructed of 11-gauge or heavier wire. Openings in the wire shall not exceed two (2) inches, support posts shall be one-and-one-quarter-inch or larger steel pipe buried in the ground eighteen (18) inches or more. When a concrete floor is not provided, the sidewalls shall be buried a minimum of eighteen (18) inches in the ground.
- C) A cover over the entire pen or kennel shall be provided. The cover shall be constructed of the same gauge wire or heavier as the sidewalls and shall also have no openings in the wire greater than two (2) inches.
- D) An entrance/exit gate shall be provided and be constructed of the same material as the sidewalls and shall also have no openings in the wire greater than two (2) inches. The gate shall be equipped with a device capable of being locked and shall be locked at all times when the animal is in the pen or kennel.



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5th, 2017

Title of Item: Public Comment Police Worn Body Cameras

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: CHIEF MCQUISTON	Department: POLICE
Presenter (Name & Title): CHIEF MCQUISTON	Estimated Time Needed:
Summary of Issue: As part of the legislation governing the use of Police Worn Body Cameras, we need to provide an opportunity for public comment on Police Body Cameras. We are requesting time on the Main Agenda at the September 5th, 2017, City Council Meeting. We will also accept comments electronically from anyone unable to attend the meeting. Comments can be emailed to Police@ci.brainerd.mn.us with "Police Worn Body Cameras" as the subject line. We will be accepting comments electronically until September 30th.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Allow time at the September 5th, 2017, City Council Meeting for the public to comment on Police Worn Body cameras, and also place a notice on the City of Brainerd Website with instructions on how to submit comments electronically.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: September 5, 2017

Title of Item: Resolution Supporting River to Rails Initiative

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jim Thoreen	Department: Administration
Presenter (Name & Title): City Administrator Thoreen	Estimated Time Needed: 5 minutes
Summary of Issue: Please see the attached resolution pledging the Council's support of the River to Rails Initiative as presented at the August 28, 2017 council workshop.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Adopt the proposed resolution as submitted.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

RESOLUTION NO. ____

**AFFIRMING CITY COUNCIL SUPPORT
FOR THE “RIVER TO RAILS” CONCEPT AS A
MEANS OF LONG-TERM RENEWAL OF THE
CENTRAL CORE AREA OF DOWNTOWN**

WHEREAS, on August 28, 2017 Mr. Bruce Buxton on behalf of the Brainerd Lakes Area Economic Development Commission (BLAEDC) presented to the City Council a conceptual overview of potential development/redevelopment of the core area of downtown Brainerd, stretching from the Mississippi to the NP Center, bounded on the north by Washington Avenue and on the south by Brainerd High School campus, YMCA and Washington School, and;

WHEREAS, the Vision expressed in this presentation:

“Build on current momentum to revitalize Brainerd’s community district and create a strategic narrative that encourages planning and new private sector investments for the future”

aligns with the City of Brainerd’s short- and long-term objectives as expressed in the City Council’s plans to develop appropriately our core sector, and;

WHEREAS, the components of this plan do, or will, conform to the City’s development of a Comprehensive Plan to be launched this year, as guided by the Planning Department and consultants with the expressed concern that rules, regulations and ordinance-required aspects of planning and zoning be as reasonably flexible as permissible to assist developers, and;

WHEREAS, the Council will commit to those aspects of this evolving concept which require City of Brainerd financing only when said proposals are found to be financially feasible, within the means of debt issuance or funding from other sources as may be proposed;

NOW THEREFORE BE IT RESOLVED that the Brainerd City Council hereby endorses the concept of “River to Rails” and offers its support as permitted by law, ordinance, or other legal obligations; it is the intention of the Council to assist private as well as other public sector agencies to improve our Core Area for the long-term viability of the City.

Adopted this ____ day of ____, 2017

David Pritschet
President of the Council

Approved this ____ day of ____, 2017

Edwin L. Menk
Mayor

ATTEST: _____

James M. Thoreen
City Administrator