

CITY COUNCIL AGENDA

Brainerd, Minnesota
December 4, 2017
7:30 P.M.
Brainerd City Hall
Council Chambers

7:00 p.m.

Joint Closed Session Pursuant to MN Statutes, 13D.05, Subd. 3(b) with BPU Commissioners under the Attorney-Client Privilege to discuss the pending annexation proceeding and the lawsuit by the City of Baxter concerning franchise fees

1. **Call To Order - 7:30 PM**

2. **Roll Call**

___ K. Stunek ___ K. Bevans ___ D. Badeaux ___ G. Johnson
___ S. Hilgart ___ J. Lambert ___ 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 November 20, 2017
2. 2018 Budget Workshop Held on November 27, 2017

Documents:

[*20171120_CC draft.pdf*](#)
[*20171127_CC - Draft Budget Workshop.pdf*](#)

B. **Department Activity Reports**

1. Fire Chief
2. Parks Director

Documents:

[*FD Report.pdf*](#)
[*Park Director Report.pdf*](#)

C. Transfer Tobacco, Fill Station And Off-Sale Beer License From Holiday Stationstores, LLC To Holiday Stationstores, Inc. At 424 South 6th Street

6. **Presentations**

A. **Brainerd Public Utilities (BPU) 2018 Operating & Capital Budget**

Documents:

[BPU Budget and Capital Plan.pdf](#)

7. **Council Committee Reports**

A. **Safety And Public Works Committee**

Documents:

[20171204_SPW.pdf](#)

1. 2017 And 2018 Capital Improvement Program Review

Documents:

[2017 and 2018 Capital Improvement Program Review.pdf](#)

2. 911 Kingwood Street Nuisance Assessment

Documents:

[911 Kingwood Street Nuisance Assessment .pdf](#)

3. Improvements 14-03, 16-13, And 14-01 Final Estimates

Documents:

[Improvement 14-03, 16-13, and 14-01 Final Estimates.pdf](#)

4. SEH Fee Amendment Proposal - 2019 Garfield Safe Routes To School Phase II And Phase III

Documents:

[SEH Fee Amendment - 2019 Garfield SRTS Phase II and Phase III.pdf](#)

B. **Personnel And Finance Committee**

Documents:

[20171204_PF.pdf](#)

1. Approval Of Bills & Payments To Contractors

Contractor	Imp #	Project	Amount Paid	Amount Retained
Braun Intertec	15-12	S 6th Street Frontage Testing thru 11/4	\$761	\$0
Tri-City Paving	14-01	Oak Street thru 11/20 - FINAL	\$23,940	\$0

Tri-City Paving 14-03 Jackson Street thru 11/20 - FINAL	\$11,112	\$0
Tri-City Paving 16-13 Buffalo Hills thru 11/20 - FINAL	\$20,338	\$0

2. Fire Department One Year Probation Period Complete; Steve Isle

Documents:

Isle - One Yr Probation.pdf

3. Police Request To Hire Community Service Officers

Documents:

Request to hire CSO.pdf

4. Police Travel & Training Request

Documents:

Out of State Travel Request.pdf

5. Law Enforcement Agreement For Superbowl 2018

Documents:

2017-12-SuperbowlJPA.pdf

6. Lighting Request For Memorial Park Field 3

Documents:

Lights for Field 3.pdf

7. Discussion Of The City's State Minnesota Investment Funds (MIF)

Documents:

State MIF .pdf

8. **Unfinished Business**

A. **Call For Applicants - Informational**
(Application Information at the City's Website
<http://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 - 2 term (Expire 2018)

9. **New Business**

A. **Joining The Chamber Of Commerce**

Documents:

[Joining Chamber of Commerce.pdf](#)

10. **Planning Commission**

A. **Special Meetings/Fees And Fees For Services**

Documents:

[Special Meetings-Fees and Fee for Services.pdf](#)

11. **Public Forum**

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

12. **Staff Reports**

(Verbal: Any Updates since Packet)

13. **Council Member Reports**

14. **Adjournment To Budget And Levy Hearing And Mississippi Riverfront Committee Workshop On December 11, 2017 At 6:00 P.m.**

NOTE: Safety and Public Works Committee will meet at 6:30 P.M.
Personnel and Finance Committee will meet at 6:30 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 7:32 P.M. by Council President Pritschet.

Upon roll call, the following members were noted as present: Stunek, Bevans, Badeaux, Johnson, Hilgart, Lambert 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 LAMBERT, DULY CARRIED, TO APPROVE THE AGENDA.

City Administrator Thoreen requested a revision on page 4 of the September 5, 2017 minutes under Brainerd Fire Department Vehicle Washing should read *"The Council hereby affirms its adoption of a policy on September 5, 2017 which permits the Fire Department Staff to Wash Personal Vehicles in Fire Stations; this action also corrects the record to recognize that the Council, on December 19, 2011 re-instated the washing of vehicles."*

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK TO ADOPT THE CONSENT CALENDAR WITH THE CORRECTION TO THE SEPTEMBER 5, 2017 MINUTES.

- A. Approval of the Minutes of the Regular Meeting held on September 5, 2017 as corrected, the Minutes of the Regular Meeting held on November 6, 2017, and the Special City Administrator Interviews held November 15, 2017 – Approved**
- B. Approval of Licenses**

None
- C. Department Activity Reports – Approved**

1. Police Chief
2. Finance Director
- D. Minnesota Lawful Gambling Premises Permit Application – Adopt Resolution to Allow Lawful Gambling by Heartland Animal Rescue Team (HART) at Sage on Laurel, 606 Laurel St., Brainerd, MN – Adopted by Resolution 71:17**
- E. Minnesota Lawful Gambling Application for Exempt Permit – Submitted by Central Lakes College Foundation, 501 West College Dr., Brainerd, MN for an Event to be Held on January 27, 2018 - Approved**

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

Council Committee Reports

Safety and Public Works Committee Report

Shaw Parking Lot Agreement Proposal Discussion - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO LEASE THE PARKING LOT AT 612 LAUREL LEGALLY DESCRIBED AS THE FIRST ADDITION LOTS 13 THRU 17 BLOCK 69 - FROM THE SHAW'S FOR ONE YEAR – APPROXIMATELY 7,000 SQUARE FEET AT \$.25 PER SQUARE FOOT AND THE CITY CONTINUES SNOW PLOWING ALONG WITH THE CONDITIONS THAT ANY CHANGES TO THE CONFIGURATION MUST ALLOW CONTINUED ACCESS TO THE CITY'S PORTION OF THE LOT.

MOVED BY ALDERMAN BEVANS FOR THE START DATE OF THE LEASE TO BE BACK DATED TO FEBRUARY 1, 2017.

The motion failed for lack of a second.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND LAMBERT, DULY CARRIED, FOR THE START DATE OF THE LEASE TO BE NOVEMBER 20, 2017.

Proposal for Sanitary Sewer Repair – Visu-Sewer – Gravity Sewer Line near Walnut Street - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO ACCEPT THE TRENCHLESS FIX PROPOSAL FROM VISU-SEWER WHICH INCLUDES A CIPP LINER FOR A COST OF \$15,444.25 AND THE PRESSURE GROUTING OF THE PIPE TO STOP THE LEAKS AT \$270 HR/LABOR PLUS \$12/GALLON GROUT (TIME AND MATERIALS) APPROVED UP TO \$17,000 TO REPAIR THE SEWER LINE NEAR WALNUT STREET.

S. 6th Street Sidewalk Extension Project – MnDOT Proposal - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO ACCEPT MNDOT'S PROPOSAL TO USE THE CITY'S FEDERAL FUNDS IN THE CONSTRUCTION OF THE SOUTH 6TH STREET SIDEWALK EXTENSION WITH THE CONDITIONS THAT MNDOT COVERS THE 20% CONSTRUCTION MATCH OF THE SIDEWALK ALONG WITH MNDOT DESIGNING THE SIDEWALK TO BE INCORPORATED INTO THE MNDOT RECONSTRUCTION OF SOUTH 6TH STREET (TH 371B) FROM JOSEPH STREET TO GREENWOOD STREET IN 2022. ALSO TO DIRECT STAFF TO HAVE SEH SCOPE DOWN THEIR PROPOSAL FOR PROFESSIONAL SERVICES FROM SEPTEMBER 5, 2017 TO NOT INCLUDE THE SOUTH 6TH STREET SIDEWALK EXTENSION DESIGN AND CONSTRUCTION ENGINEERING SERVICES.

Event / Street Closure Application – Gnome for the Holidays – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO APPROVE THE EVENT / STREET CLOSURE APPLICATION SUBMITTED

FOR GNOME FOR THE HOLIDAYS EVENT TAKING PLACE IN DOWNTOWN BRAINERD ON DECEMBER 9, 2017 FROM 1:00 P.M. TO 5:00 P.M. WITH THE CONDITIONS THAT THE APPLICANT CONTACT THE FIRE DEPARTMENT REGARDING THE USE OF A CONTAINED FIRE PIT FOR THE EVENT AND THE STREET DEPARTMENT IF ANY TRAFFIC CONTROL IS NEEDED.

The Chair welcomed Ms. Nancy Williams, owner of Fancy Pants Chocolates, 704 Laurel Street. Ms. Williams explained the events taking place that day which include Santa's arrival and trolley rides.

Event / Street Closure Application – Homeless Heroes 5K – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO APPROVE THE EVENT / STREET CLOSURE APPLICATION SUBMITTED BY THE BRAINERD JAYCEES FOR A 5K EVENT TAKING PLACE ALONG COLLEGE DRIVE ON DECEMBER 9, 2017 FROM 8:30 A.M. TO 11:30 A.M. WITH THE CONDITIONS THAT THE APPLICANT OBTAIN PERMISSION TO USE THE PARK AND TO CONTACT POLICE STAFF IF PRESENCE IS NEEDED AT THE EVENT.

The Chair welcomed Mr. Arron Stoen from the Brainerd Jaycees. Mr. Stoen explained this is the 2nd Annual 5K and all proceeds will go to the Homeless and Wounded Warriors. The events include a 5K, a one mile run/walk as well as a virtual run.

Personnel and Finance Committee Report

Approval of Bills, Transfer of Funds & Payments to Contractors - Approved

Parking Lot Fund to Street and Sewer Fund	\$10,844
Parking Lot Fund to Construction Fund	<u>\$1,905</u>
	\$12,749

<u>Contractor</u>	<u>Imp. #</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Amount Retained</u>
Bolten & Menk	16-14	Traffic Study	\$7,279	\$0
S.E.H.	14-15	Airport Util Ext thru 10/28	\$10,902	\$0
S.E.H.	17-08	2019 SRTS Sidewalks thru 10/28	\$2,606	\$0
Anderson Brothers	15-12	S. 6 th Street Frontage thru 11/16	\$37,905	\$1,995

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

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

City Administrator Employment Agreement - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE CITY ADMINISTRATOR AGREEMENT WITH CASSANDRA TORSTENSON EFFECTIVE JANUARY 1, 2018.

2018 Budget and Levy Discussion – Informational

Committee Chair Johnson indicated the budget workshop will be held on Monday, November 27, 2017 at 6:00 p.m.

2017 Audit Services – Engagement Letter from CliftonLarsonAllen – Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPROVE THE ENGAGEMENT LETTER AS SUBMITTED AND TO AUTHORIZE SIGNATURES.

Authorize Agreement for Utility Rate Study - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE STAFF TO ENTER INTO THE AGREEMENT WITH UTILITY FINANCIAL SOLUTIONS (UFS) TO REVIEW THE FINANCIAL PROJECTIONS AND RATE DESIGN STUDY FOR THE SANITARY AND STORM SEWER FUNDS IN THE AMOUNT OF \$5,000.

Discussion of Fuel Cards - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO AUTHORIZE STAFF TO OPEN A CREDIT ACCOUNT WITH WEX THROUGH ENTERPRISE AND TO START USING FUEL CARDS.

Committee Chair Johnson explained this will streamline fuel purchasing by staff for city vehicles.

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 – 2 term (Expire 2018)

New Business

None

Planning Commission

Public Hearing – Final Reading of Proposed Ordinance No. 1474 – An Ordinance to Amend Ordinance No. 812 Rezoning – Adventure Properties, 110 NW 3rd St., Brainerd – Rezone Property from a B-2 (Neighborhood Business) District to an R-3 (High Density Residential) District - Approved

The Chair opened the Public Hearing at 8:01 p.m.

No one came forward.

The Chair closed the Public Hearing at 8:01 p.m.

MOVED AND SECONDED BY ALDERMEN BEVANS AND JOHNSON, DULY CARRIED, TO HOLD THE FINAL READING OF PROPOSED ORDINANCE NO. 1474 – AN ORDINANCE AMENDING ORDINANCE NO. 812 TO REZONE PROPERTY AT 110 NW 3RD STREET, BRAINERD FROM A B-2 (NEIGHBORHOOD BUSINESS) DISTRICT TO AN R-3 (HIGH DENSITY RESIDENTIAL) DISTRICT.

MOVED AND SECONDED BY ALDERMEN BEVANS AND JOHNSON TO ADOPT ORDINANCE NO. 1474 – AN ORDINANCE AMENDING ORDINANCE NO. 812 TO REZONE PROPERTY AT 110 NW 3RD STREET, BRAINERD FROM A B-2 (NEIGHBORHOOD BUSINESS) DISTRICT TO AN R-3 (HIGH DENSITY RESIDENTIAL) DISTRICT.

ORD. NO. 1474

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

Public Hearing – Final Reading of Proposed Ordinance No. 1475 – An Ordinance Amending Brainerd Zoning Ordinance Sections 515-02, 515-61, 515-62, 515-63, 515-64, 515-65 and 515-70 Regarding Microdistilleries and Cocktail Rooms – Approved

The Chair opened the Public Hearing at 8:02 p.m.

No one came forward.

The Chair closed the Public Hearing at 8:02 p.m.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO HOLD THE FINAL READING OF PROPOSED ORDINANCE NO. 1475 – AN ORDINANCE AMENDING BRAINERD ZONING ORDINANCE SECTIONS 515-02, 515-61, 515-62, 515-63, 515-64, 515-65 AND 515-70 TO ALLOW MICRODISTILLERIES AND COCKTAIL ROOMS.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT ORDINANCE NO. 1475 – AN ORDINANCE AMENDING BRAINERD ZONING ORDINANCE SECTIONS 515-02, 515-61, 515-62, 515-63, 515-64, 515-65 AND 515-70 TO ALLOW MICRODISTILLERIES AND COCKTAIL ROOMS.

ORD. NO. 1475

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

Variance Request – 1501 South 8th Street, Brainerd – Construct a Non-Conforming Building (Garage) – Approved

City Planner Ostgarden indicated the Brainerd Laestadian Church currently has a 150' x 22' garage on the south side of the property that runs parallel to its south property line. There are senior living apartments on the property named The Manor which consists of 14 apartments

and 11 garages. The church would like to construct 3 more garages so each resident has a garage unit. They have requested a 12' variance in order to construct an accessory building addition to match the 3' side yard setback of the existing building. The Planning Commission recommends approval.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND HILGART, DULY CARRIED, TO APPROVE THE 12' VARIANCE REQUEST SUBMITTED BY THE LAESTADIAN CHURCH (MANOR), 1501 SOUTH 8TH STREET, BRAINERD TO PERMIT AN ACCESSORY BUILDING ADDITION TO MATCH THE 3' SIDE YARD SETBACK OF THE EXISTING BUILDING.

Variance Request – 523 Holly Street, Brainerd – Expand a Non-Conforming Building (Garage Portion) by Adding a Deck onto the Garage Roof – Approved

City Planner Ostgarden explained the property owner has constructed a deck on an existing garage that encroaches into the street side yard setback approximately 2'3". The deck addition matches that existing setback. This setback creates a non-conforming situation and adding the deck required a variance to match the setback. The Planning Commission recommends approval.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND STUNEK TO APPROVE THE VARIANCE REQUEST SUBMITTED BY MR. KELLY BEVANS, 523 HOLLY STREET, BRAINERD TO PERMIT THE EXPANSION OF A NON-CONFORMING BUILDING THAT WILL PERMIT A DECK TO ENCROACH 2'3" INTO A REQUIRED STREET SIDE YARD.

Members Stunek, Badeaux, Johnson, Hilgart, Lambert and Pritschet voted "aye." No member voted "nay." Member Bevans abstained from voting. The Chair declared the motion carried.

Public Forum

The Chair opened the Public Forum at 8:09 p.m.

The Chair recognized Mr. Timothy Voss, 911 Kingwood Street, Brainerd. Mr. Voss stated he had come forward at a past meeting regarding nuisance citations assessed to his property for an unlicensed vehicle. Mr. Voss indicated he was not able to be present at the November 6, 2017 council meeting to contest the assessment due to being at work. Mr. Voss is asking for direction, as the fines have accrued to \$2,375 and he is unable to pay.

City Engineer Sandy stated the assessment roles were adopted at the November 6, 2017 council meeting. Since these are nuisance citations, they are assessed over a one year period. City Attorney Langel agreed that since the assessments were adopted, that is the final step prior to transferring the assessments to the county. City Attorney Langel and City Engineer Sandy will research further on the issue and contact Mr. Voss.

The Chair closed the Public Forum at 8:13 p.m.

Staff Reports

City Planner Ostgarden reported the first meeting of the Comprehensive Plan Steering Committee is tentatively scheduled for Thursday, December 7, 2017. Mayor Menk has been invited to attend the first meeting to welcome the appointed members.

City Administrator Thoreen attended the Coalition of Greater Minnesota Cities conference in Alexandria on November 16th and 17th. The Coalition adopted an agenda for next year's legislative concerns. Mr. Thoreen will provide a copy of the agenda to council members once available.

Council Member Reports

Council Member Johnson attended the Chamber of Commerce Dinner of Excellence last week. The Destination Downtown contest winner was announced as the Purple Fern Bath Company, makers of hand crafted bath products opening in May 2018. Mr. Johnson thanked the members in the community that came together for the prize package. The second and third place winners of the contest, Brainerd Distilling Company and the Last Turn Saloon will be moving forward with their plans.

Council Member Johnson introduced Gabe LeGarde, the new Brainerd Dispatch staff member that will be attending and reporting on council meetings.

Council Member Hilgart announced there is need in our community for donations to various organizations such as The Sharing Bread Soup Kitchen and The Shop to feed the less fortunate.

Council Member Lambert stated an email from Holly Holm was sent to council encouraging the members to volunteer for the Celebrity Wrapping Challenge taking place on December 9, 2017.

Mayor Menk reported receiving a letter awarding the City of Brainerd a Certificate of Achievement for Excellence in Financial Reporting in the United States and Canada for 2016. This certificate is the highest form of recognition in the area of government accounting and financial reporting.

Mayor Menk stated there have been many construction projects taking place downtown recently. Mr. Menk thanks to those contributing hard work to revitalize the downtown area.

Adjourn to Closed Session Pursuant to MN Statutes, 13D.05, Subd. 3(B) for Attorney-Client Privilege to Discuss the Pending Annexation Proceeding and the Lawsuit by the City of Baxter Concerning Franchise Fees - 8:20 p.m.

The Chair reconvened into open session at 8:39 p.m.

Adjourn to 2018 Budget Workshop on November 27, 2017 at 6:00 P.M.

The Chair adjourned the meeting at 8:39 p.m.

James M. Thoreen
City Administrator

Brainerd, MN
November 27, 2017

Pursuant to due call and notice thereof, the Budget Workshop of the Brainerd City Council was called to order at 6:00 P.M. by Council President Pritschet.

Upon roll call, the following members were noted present: Stunek, Bevans, Badeaux, Johnson, Hilgart, Pritschet, and Mayor Menk. Member Lambert was absent. Also present were City Administrator Jim Thoreen, Finance Director Connie Hillman, City Engineer Paul Sandy, Police Chief Corky McQuiston, Fire Chief Tim Holmes, Park Director Tony Sailer and City Planner Mark Ostgarden.

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

2018 Budget and Levy Discussion

Finance Director Hillman updated the council on the status of the 2018 budget and levy, highlighting the differences between the amended 2017 adopted budget, and the current status of the 2018 budget versus the status in August. Finance Director Hillman reported that with the preliminary adopted levy of \$5,561,860, a 3.5% increase over the 2017 levy, and with bonding for the larger capital requests, revenues are expected to exceed expenditures by \$343,791. Finance Director Hillman presented information on the budget if the preliminary levy was lowered and if adopted as preliminarily set. Information was also presented on the change to the estimated market values of the City for pay year 2018, and the estimated impact to a residential homestead and commercial property if a zero to 3.5% increase from the 2017 levy were adopted. Staff requested guidance from the council as to what change in the levy the Council would like to be presented at the public hearing for the budget and levy on Monday December 11, 2017.

Council discussion was held regarding the 2018 budget and levy. The consensus of the council was to present a 3.5% increase over the 2017 levy at the budget and levy public hearing.

Adjourn

The Chair adjourned the meeting at 6:33 P.M.

James M. Thoreen
City Administrator

Brainerd Fire Department

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

Brainerd Fire Department firefighters and their families were honored to be part of a large group of volunteers that helped deliver and serve Thanksgiving dinner to nearly 900 people this Thanksgiving. The event was at the Brainerd American Legion. Brainerd Firefighters were also at the Toys for Kids kickoff event the day after Thanksgiving.



We presented fire safety information to children at Lowell Elementary School, Riverside Elementary School and ECFE. We had several station tours with the Girl Scouts. Chief Holmes spoke at the CLC Law Enforcement Club meeting about his deployment to Hurricane Irma and a career change from Law Enforcement to the Fire Service. Chief Holmes also did an interview with Lakeland News about Thanksgiving cooking and kitchen safety. The fire department was honored to be invited to lunch at Lake Region Christian School to celebrate Thanksgiving with them.



The fire department is constantly training to continue to provide the best service possible to the areas we serve. In November we had EMS training, Ice Rescue Training, and Tactical Planning for All-Hazards. FM/DC Cox also attend a 5-day L-380 Incident Leadership course at Camp Ripley. Four members of the fire department completed training for the Crow Wing County UAS (drone) team along with 9 others from throughout the county. Members are from both fire and law enforcement.



Each month Takedown Gym is choosing a non-profit organization to help with raising money for their group. BFD was the first organization they chose. We want to thank Takedown Gym, the participants, and all the sponsors for their support.



 **Pedal** TAKEDOWN GYM
WITH A PURPOSE
Benefits the BFD Relief Association
November 18th



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

Structure Fire	3
Grass Fire	2
Vehicle Fire	1
Rescue, Extrication	3
Motor Vehicle Crash with Injuries	3
Hazardous Condition	2
Smoke Removal	2
Public Service Assistance	1
Unauthorized Burning	1
Canceled Enroute	8
Alarm System Activation	5
Carbon Monoxide Detector Activation	4
Total	35

City of Brainerd Incident Report

Structure Fire	2
Vehicle Fire	1
Rescue, Extrication	2
Motor Vehicle Crash with Injuries	1
Hazardous Condition	1
Smoke Removal	2
Public Service Assistance	1
Unauthorized Burning	1
Canceled Enroute	3
Alarm Activation	2
Carbon Monoxide Activation	2
Total	18



Parks and Recreation Report

December 2017

Submitted by Tony Sailer, Director

- A number of events will take place at Mills Field in conjunction with the 2018 "This One's For Hop" men's softball tournament. The Wounded Warriors will return to Mills Field on July 13 and a band performance will take place from 7 p.m. to 11 p.m. at Mills Field on July 14. The softball tournament is at Memorial Park on July 14-15.
- The Parks and Recreation Department and Brainerd Community Education are coordinating a Martin Luther King Jr. Day event at Mill Avenue Park on Jan. 15. There is no school that day. Broomball and hockey would be the main events. Participants will be asked to donate canned food or non-perishable items for the Food Shelf or winter jackets for Kinship Partners.
- Brainerd Public Utilities assisted the Parks and Recreation Department with hanging downtown Christmas decorations.
- Gnome for the Holidays will take place on Dec. 9 with the Christmas tree lighting ceremony at 5 p.m.
- The Pond Hockey registration deadline is Dec. 15 with equipment handout from 11 a.m. to noon on Dec. 16 at Mill Avenue Park. Practices will begin the first week of January.
- Staff has begun the hiring process of warming house attendants. The opening of the warming houses depends on the weather. It takes about two weeks of flooding for the rinks to be usable.



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date:

Title of Item:

☐ 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:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
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 PUBLIC UTILITIES
OPERATING BUDGET FOR THE YEAR
ENDED DECEMBER 31, 2018
AND
CAPITAL IMPROVEMENT BUDGET FOR
THE YEARS 2018 THROUGH 2022**

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Capital Improvement Budget

**Brainerd Public Utilities
Capital Improvement Budget
For the Years 2018 Through 2022**

<u>Department</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Total</u>
Electric	\$1,326,000	\$2,042,000	\$1,985,000	\$955,000	\$882,000	\$7,190,000
Water	360,000	759,000	584,000	295,000	216,000	2,244,000
Wastewater	480,000	422,000	338,000	149,000	126,000	1,513,000
Hydro	192,000	184,000	96,000	90,000	90,000	632,000
Administration	284,000	110,000	58,000	37,000	47,000	536,000
Grand Total	\$ 2,872,000	\$ 3,497,000	\$ 3,059,000	\$ 1,526,000	\$ 1,361,000	\$ 12,115,000

**Brainerd Public Utilities
Electric Distribution Department
Capital Improvement Budget
For the Years 2018 Through 2022**

Project No.	Project Description	2018	2019	2020	2021	2022	Total
Production System Improvements							
01	Load Management/Time of Use	\$ 20,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 40,000
02	SCADA/System Communications	30,000	25,000	25,000	25,000	25,000	130,000
03	Electric System Model	10,000	20,000		20,000		50,000
04	Reclosures	20,000					20,000
05	Renewable Energy/Generation						-
Distribution System Improvements							
01	34.5 KV Distribution Expansion & Improvements	400,000	500,000	500,000	500,000	500,000	2,400,000
	St. Joes Sub-Station Upgrade	200,000					200,000
	City Street Projects						
	Crow Wing Coop Territory Transfer - Assets	47,000					47,000
	Underground Service Conversions		50,000	50,000	50,000	50,000	200,000
	AMI Upgrade	210,000	1,000,000	1,000,000			2,210,000
03	System Distribution Transformers	150,000	150,000	150,000	150,000	150,000	750,000
Lighting System Expansion and Improvements							
01	Conversion to Energy Efficient Street Lighting	10,000	60,000	50,000	50,000	50,000	220,000
02	Lighting System Expansion & Improvements	16,000					16,000
	Hwy 210 LED upgrade		60,000				60,000
	City Street Projects -B371	20,000					20,000
Special Equipment							
01	34.5 KV Tools	20,000	15,000	15,000	15,000	15,000	80,000
Service Improvements							
01	Service Drop Improvements/Meter Improvements	25,000	25,000	25,000	25,000	25,000	125,000
Safety Equipment							
01	Safety Equipment	50,000	10,000	10,000	10,000	10,000	80,000
Test Equipment							
01	Misc. Line and Meter	30,000	15,000	15,000	10,000	10,000	80,000
02	Misc Survey Tools	5,000					5,000
Trucks, Vehicles, and Tools							
01	Aerial Device Cab/Chassis/Remount		200,000		200,000		400,000
02	Mechanic Truck Build Out			45,000			45,000
03	Locator Truck				40,000		40,000
04	Meter Service Worker Truck	75,000					75,000
05	Fork lift (60%)	49,800					49,800
							-
Other Improvements							
01							-
Total Before Debt Financing and Contingencies		1,397,800	2,135,000	1,890,000	1,100,000	840,000	7,352,800
Projects Funded with Debt Financing		124,800	200,000	-	200,000	-	524,800
Total Before Contingencies		1,263,000	1,935,000	1,890,000	900,000	840,000	6,828,000
Contingencies		63,000	107,000	95,000	55,000	42,000	362,000
Grand Total		\$ 1,326,000	\$ 2,042,000	\$ 1,985,000	\$ 955,000	\$ 882,000	\$ 7,190,000

**Brainerd Public Utilities
Water Department
Capital Improvement Budget
For the Years 2018 Through 2022**

Project No.	Project Description	2018	2019	2020	2021	2022	Total
Production System Improvements							
01	Flow Meters For Wells		\$ 15,000				\$ 15,000
02	Check Valves For Wells		20,000				20,000
03	Electrical Conversion Central Station						-
04	SCADA System Wolt Conversion		40,000				40,000
05	Energy Improvements						-
Water Reservoir/Tanks							
01	Reclamation/Backwash Tank			1,000,000			1,000,000
02	2 Million Gallon Ground Reservoir			3,000,000			3,000,000
03	South System Water Tower	2,100,000					2,100,000
04	Rehabilitate Existing Towers and Reservoirs						-
Filtration/Treatment Facility Improvements							
01	Filter Bed Improvements	40,000	40,000	40,000	40,000	40,000	200,000
02	Valves/Actuators/Level Indicators	40,000	20,000	20,000	20,000	20,000	120,000
03	Control System for South Water Plant		150,000	150,000			300,000
04	Chlorination Equipment		50,000				50,000
05	Chemical Clean	8,000	8,000	8,000	8,000	8,000	30,000
06	Central Garage	120,000					120,000
07	Central Roof		42,000				42,000
Distribution System Improvements							
01	Gates/Valves/Hydrants	50,000	50,000	50,000	50,000	50,000	250,000
02	City Watermain Projects	1,000,000	50,000	50,000	50,000	50,000	1,200,000
03	AMI Upgrade	45,000	200,000	200,000			445,000
Water Service Improvements							
01	Water Service Line Improvements	25,000	15,000	15,000	15,000	15,000	85,000
02	Commercial Water Meter Improvements	20,000	10,000	10,000	10,000	10,000	60,000
Special Equipment							
01	Laboratory Equipment/Scales/Containment	5,000	5,000	5,000	5,000	5,000	25,000
Tl Trucks, Vehicles, and Tools							
01	Service Truck #2				75,000		75,000
02	Service Truck #1	75,000					75,000
03	Fork Lift (20%)	16,600					16,600
04	Service Line Thawing Machine	5,000					5,000
Safety Equipment							
01	Barricades/Warning Equipment/Fall Equip.	5,000	5,000	5,000	5,000	5,000	25,000
Other Improvements							
01	Instrumental & Control System	5,000	5,000	5,000	5,000	5,000	25,000
02	Hydrant meters (4)	5,000					5,000
Total Before Debt Financing and Contingencies		3,562,600	723,000	4,556,000	281,000	206,000	9,328,600
Projects Funded with Debt Financing		3,191,600	-	4,000,000	-	-	7,191,600
Total Before Contingencies		371,000	723,000	556,000	281,000	206,000	2,137,000
Contingencies		19,000	36,000	28,000	14,000	10,000	107,000
Grand Total		\$ 390,000	\$ 759,000	\$ 584,000	\$ 295,000	\$ 216,000	\$ 2,244,000

**Brainerd Public Utilities
Wastewater Treatment Department
Capital Improvement Budget
For the Years 2018 Through 2022**

Project No.	Project Description	2018	2019	2020	2021	2022	Total
Improvements to Building							
01	Energy Improvements Control Building		\$ 20,000				\$ 20,000
02	Tile Throughout Control Building	22,000					22,000
Equipment							
01	Sludge Blanket Indicator	20,000					20,000
02	Sampling Devices/System Flow Meters	5,000	5,000	5,000	5,000	5,000	25,000
Improvements to WWTP							
01	Sludge Recirc. Pumps/Thickening Pump	30,000					30,000
02	One Bank UV Bulbs		22,000		22,000		44,000
03	Thickening Tank Mixer	100,000					100,000
Test Equipment							
01	Lab Equipment	20,000	35,000	5,000	5,000	5,000	70,000
02	AMI Upgrade	45,000	200,000	200,000			445,000
Safety Equipment							
01	Personal Protective Equipment	5,000	5,000				10,000
02	Hand Tools	5,000	5,000				10,000
Trucks and Vehicles							
01	Hoist Pickup	75,000					75,000
02	Pickup	40,000					40,000
03	SUV - Lease		5,000	5,000	5,000	5,000	20,000
04	Fork lift (20%)	16,600					16,600
Other Improvements							
01	Scada System for Lift Stations	5,000	5,000	5,000	5,000	5,000	25,000
02	Lift Station Improvements	200,000	100,000	100,000	100,000	100,000	600,000
Total Before Debt Financing and Contingencies		588,600	402,000	320,000	142,000	120,000	1,572,600
Projects Funded with Debt Financing		131,600	-	-	-	-	131,600
Total Before Contingencies		457,000	402,000	320,000	142,000	120,000	1,441,000
Contingencies		23,000	20,000	16,000	7,000	6,000	72,000
Grand Total		\$ 480,000	\$ 422,000	\$ 336,000	\$ 149,000	\$ 126,000	\$ 1,513,000

**Brainerd Public Utilities
Hydro Department
Capital Improvement Budget
For the Years 2018 Through 2022**

Project No.	Project Description	2018	2019	2020	2021	2022	Total
Improvements to Building							
01	Paint - Interior	\$ 5,000					\$ 5,000
02	Paint - Exterior	30,000					30,000
03	Roof Repair	25,000					25,000
04	Interior Lighting	5,000					5,000
Equipment							
01	Fuses/Stocking /Backup Parts/Gauges	13,000	13,000	13,000	13,000	13,000	65,000
02	Sump Pumps/Hydraulic Upgrades	10,000	10,000	5,000			25,000
03	AMJET Turbine		1,700,000				1,700,000
Improvements to Dam Site							
01	Security Updates - Fence	20,000					20,000
Safety Equipment							
01	Personal Protective Equipment	5,000	5,000				10,000
02	Hand Tools	5,000	5,000				10,000
Trucks and Vehicles							
01	Forklift		50,000				50,000
Other Improvements							
01	Scada System	5,000	5,000	5,000	5,000	5,000	25,000
02	FERC Re-licensing	60,000	68,000	68,000	68,000	68,000	332,000
Total Before Debt Financing and Contingencies		183,000	1,856,000	91,000	86,000	86,000	2,302,000
Projects Funded with Debt Financing		-	1,700,000	-	-	-	1,700,000
Total Before Contingencies		183,000	156,000	91,000	86,000	86,000	602,000
Contingencies		9,000	8,000	5,000	4,000	4,000	30,000
Grand Total		\$ 192,000	\$ 164,000	\$ 96,000	\$ 90,000	\$ 90,000	\$ 632,000

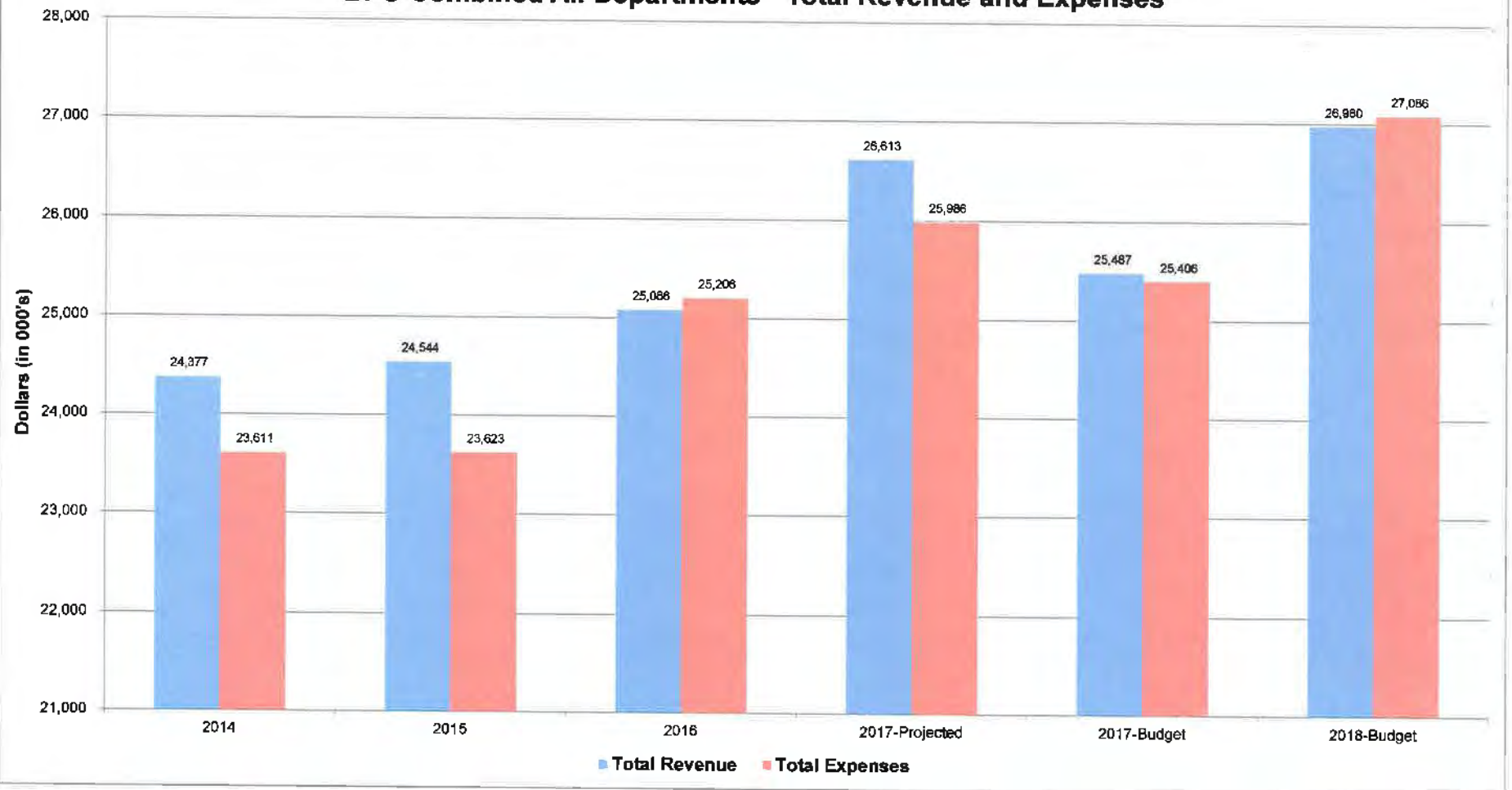
**Brainerd Public Utilities
Administration Department
Capital Improvement Budget
For the Years 2018 Through 2022**

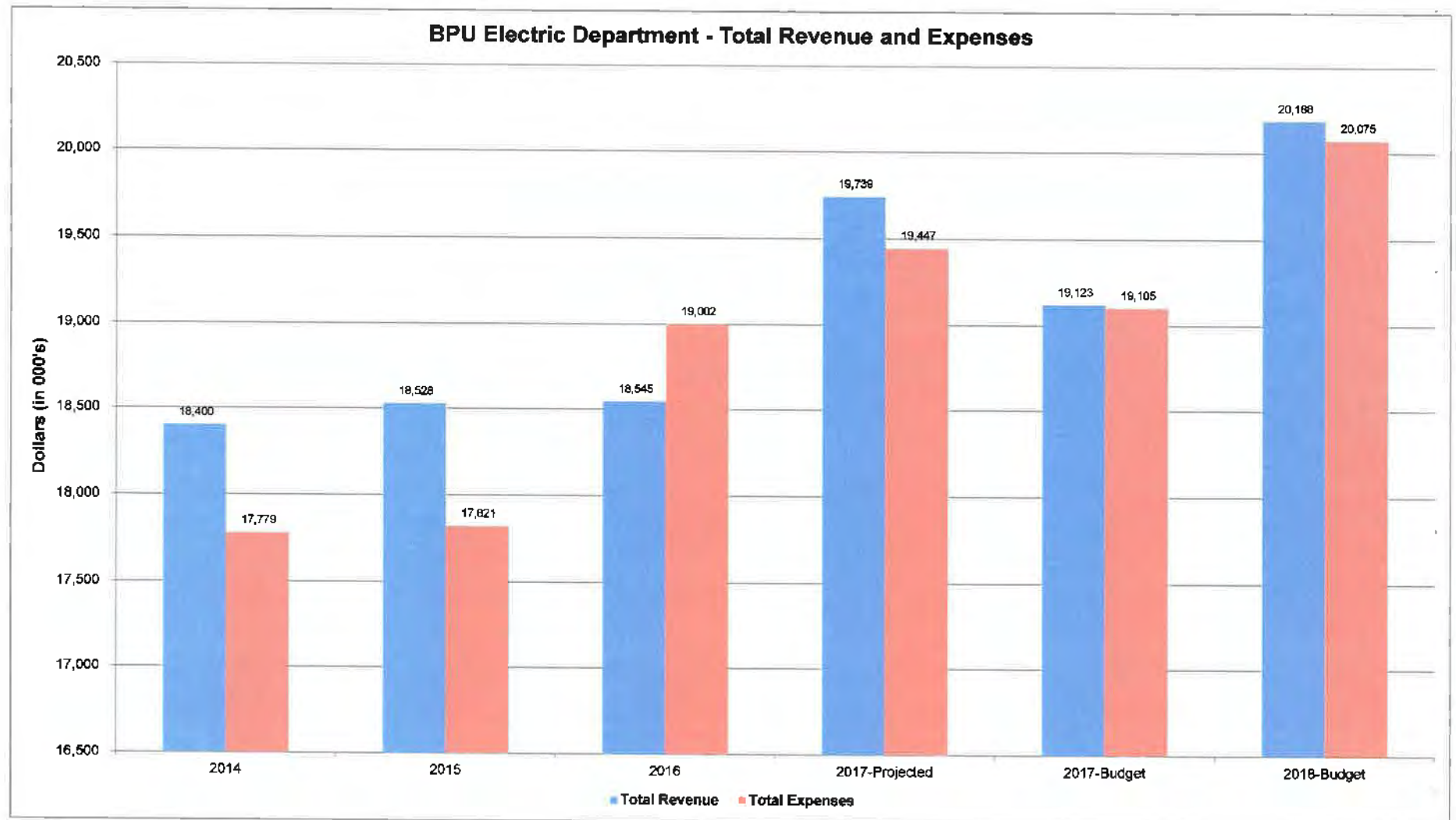
Project No.	Project Description	2018	2019	2020	2021	2022	Total
Improvements to Service Center							
01	HVAC System	\$ 110,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 170,000
02	Carpet	18,000					18,000
03	Parking Lot	65,000	65,000	5,000	5,000	5,000	145,000
04	Exterior Security - Fence/Gate/Parking Lot			20,000			20,000
Other Improvements							
01	Fuel Tank	20,000					20,000
02	Custodial/Grounds Keeping Equipment	5,000	10,000			10,000	25,000
Safety Equipment							
01	Radios	7,000					7,000
Information Technology Improvements							
01	Computer System Improvements	45,000	15,000	15,000	15,000	15,000	105,000
Total Before Contingencies		270,000	105,000	55,000	35,000	45,000	510,000
Contingencies		14,000	5,000	3,000	2,000	2,000	26,000
Grand Total		<u>\$ 284,000</u>	<u>\$ 110,000</u>	<u>\$ 58,000</u>	<u>\$ 37,000</u>	<u>\$ 47,000</u>	<u>\$ 536,000</u>

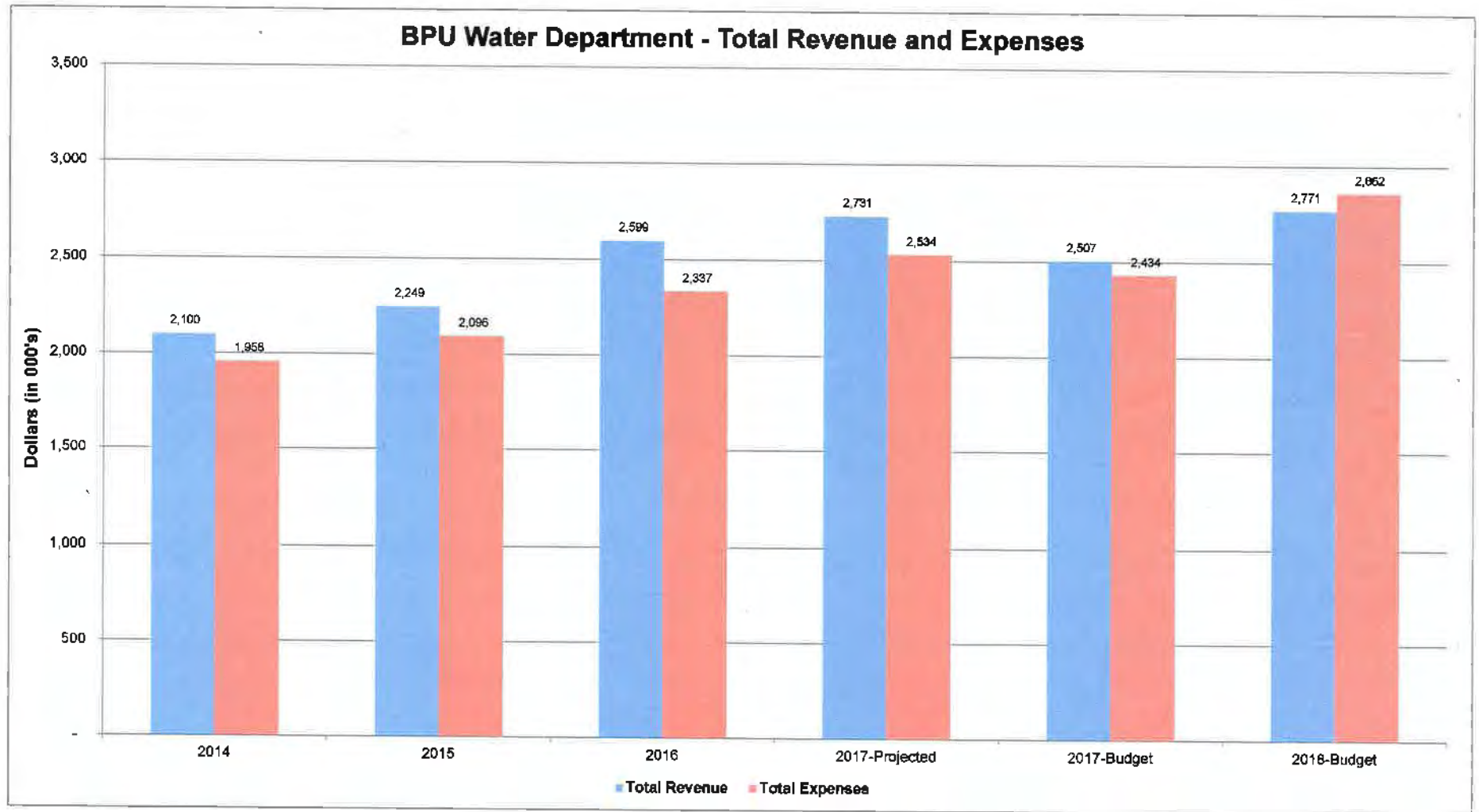
2018 Operating Budget

Key Graphical Information of 2018 Operating Budget

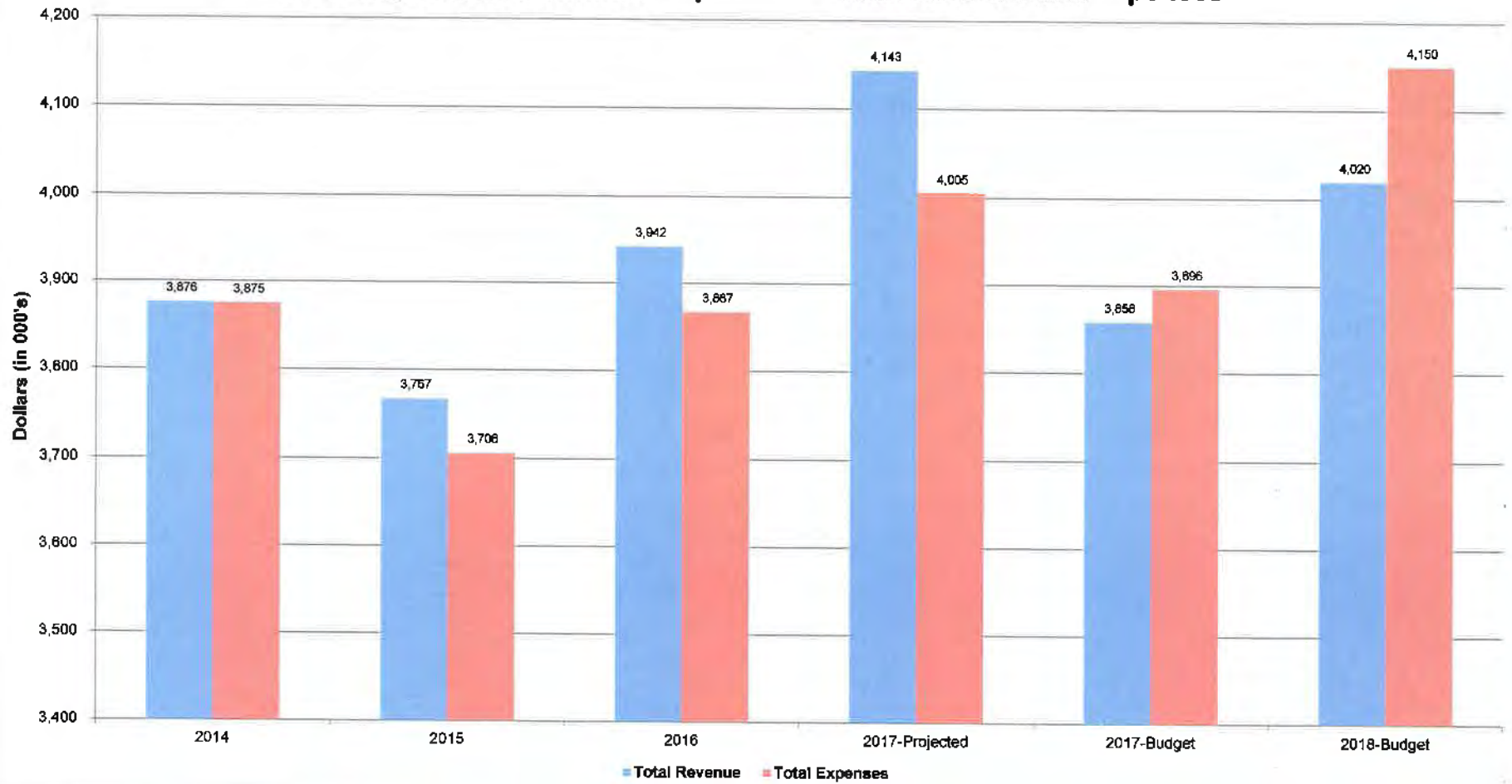
BPU Combined All Departments - Total Revenue and Expenses







BPU Wastewater Treatment Department - Total Revenue and Expenses



Detail of 2018 Operating Budget

**Brainerd Public Utilities
Summary of 2018 Operating Budget
Combined All Departments**

	Actual			2017		2017 Favorable (Unfavorable) Variance	2018 Budget
	2014	2015	2016	Projected Actual	Budget		
Utility Revenue							
Residential	\$ 7,543,361	\$ 7,681,552	\$ 7,731,833	\$ 8,046,792	\$ 7,957,200	\$ 89,592	8,302,800
Commercial	8,529,693	8,711,060	8,811,868	9,441,000	9,060,000	381,000	9,733,200
Large Commercial	4,914,978	5,085,573	5,133,161	5,389,781	5,304,000	85,781	5,564,400
City of Brainerd	414,443	429,350	432,827	468,500	434,400	32,100	499,200
BPU	821,474	746,016	774,885	820,236	780,000	40,236	846,600
Minnesota Power	142,324	-	-	-	-	-	-
Total Utility Revenue	22,366,273	22,653,551	22,864,674	24,164,308	23,535,600	628,708	24,946,200
Purchased Power	12,269,833	11,286,640	12,474,887	12,846,818	12,672,000	(174,818)	13,008,000
Net Utility Revenue	10,096,440	11,366,911	10,409,787	11,317,490	10,863,600	453,890	11,938,200
Other Revenue							
Local Option Sales Tax Proceeds - Brainerd	881,028	907,123	977,969	987,932	886,000	99,932	955,200
Local Option Sales Tax Proceeds - Baxter	-	-	-	322,679	248,400	74,279	279,000
Interest Revenue	398,562	204,234	120,722	163,780	160,800	2,980	112,800
Interest Revenue - Notes Receivable	236,273	221,339	204,735	198,666	198,000	666	183,600
Federal Grant Revenue - Build America Bond	141,444	141,217	138,370	125,702	132,000	(6,298)	118,800
Other Revenue	353,061	417,016	449,040	649,521	324,600	324,921	384,000
Contributed Capital	-	-	310,000	-	-	-	-
Total Other Revenue	2,010,368	1,890,929	2,201,736	2,448,280	1,951,800	496,480	2,033,400
Total Net Revenue	12,106,808	13,257,840	12,611,523	13,765,769	12,815,400	950,369	13,971,600
Expenses							
Personal Services	2,789,689	3,104,835	3,117,022	3,194,159	3,177,600	(16,559)	3,663,600
Purchased Services	1,542,073	1,652,717	1,523,213	1,608,758	1,581,600	(27,158)	1,733,400
Supplies and Maintenance	444,255	462,207	458,353	433,577	442,200	8,623	445,200
Employee Benefits	1,006,067	1,147,068	1,485,847	1,499,437	1,242,000	(257,437)	1,569,600
Other Charges	598,527	609,671	606,390	723,528	624,600	(98,928)	686,000
Depreciation	3,278,140	3,587,741	3,740,598	3,875,836	3,708,000	(167,836)	4,138,800
Interest Expense - Bonds	1,071,056	1,195,093	1,118,421	1,130,032	1,261,200	131,168	1,203,600
Cash Transfers to City	611,725	596,543	681,227	673,727	697,200	23,473	674,400
Total Expenses	11,341,532	12,335,893	12,731,071	13,139,053	12,734,400	(404,653)	14,034,800
Change in Net Position	\$ 765,276	\$ 921,947	\$ (119,548)	\$ 626,717	\$ 81,000	\$ 545,717	\$ (123,000)

**Brainerd Public Utilities
2018 Operating Budget
Electric Department - Combined**

	Actual			2017		Variance	2018
	2014	2015	2016	Actual	Budget	Positive (Negative)	Budget
Electric Department							
Revenue							
<u>Utility Revenue</u>							
Residential	\$ 5,278,211	\$ 5,306,339	\$ 5,313,217	\$ 5,563,376	\$ 5,544,000	\$ 19,376	\$ 5,743,200
Commercial	6,587,781	8,709,437	6,671,496	7,148,143	6,900,000	248,143	7,380,000
Large Commercial	4,914,978	5,085,573	5,133,161	5,389,781	5,304,000	85,781	5,564,400
City of Brainerd	325,385	334,819	332,297	359,884	340,800	19,084	388,800
BPU	760,334	683,180	709,189	755,834	709,200	46,634	780,000
Minnesota Power	142,324	-	-	-	-	-	-
Total Utility Revenue	18,009,003	18,119,348	18,159,360	19,217,018	18,798,000	419,018	19,856,400
<u>Other Revenues</u>							
Late Payment Penalties	121,321	117,015	108,899	118,870	109,200	9,670	116,400
Permits and Fees	52,473	49,396	32,934	109,513	36,000	73,513	45,600
Bad Debt Recoveries	12,251	11,743	11,820	16,138	12,000	4,138	12,000
Interest Revenue	112,645	103,451	71,166	63,998	81,600	(17,602)	63,600
Rental Revenue	41,194	61,816	52,938	44,128	39,600	4,528	40,800
Gain (Loss) on Sale of Capital Assets	-	1,000	30,653	93,198	-	93,198	-
Refunds and Reimbursements	106	2,435	1,219	22,536	1,200	21,336	1,200
Bond Premium	3,839	15,357	15,357	15,360	15,000	360	15,000
Other Non-Operating Revenue	48,880	46,333	60,648	38,283	30,000	8,283	37,200
Total Other Revenue	390,709	409,546	385,634	522,004	324,600	197,404	331,800
Total Revenue	18,399,712	18,527,894	18,544,994	19,739,022	19,122,600	616,422	20,188,200
Expenses							
<u>Substation</u>							
Purchased Power	12,269,833	11,288,640	12,474,887	12,846,818	12,672,000	(174,818)	13,008,000
Total Transmission	12,269,833	11,288,640	12,474,887	12,846,818	12,672,000	(174,818)	13,008,000
<u>Generation and Distribution</u>							
<u>Personnel Services</u>							
Regular Wages	903,835	969,037	1,115,045	1,140,234	1,381,200	240,966	1,720,200
Overtime Wages	54,813	84,519	74,748	102,553	-	(102,553)	-
Double Overtime Wages	14,100	22,318	4,954	24,194	-	(24,194)	-
Vacation Pay	80,625	148,302	89,083	85,356	-	(85,356)	-
Sick Pay	25,452	108,212	45,247	21,847	-	(21,847)	-
Services to the City	37,572	35,868	43,929	58,728	-	(58,728)	-
Less: Wages Capitalized	(180,134)	(180,907)	(141,736)	(202,608)	(160,800)	41,808	(198,000)
	936,263	1,187,349	1,231,270	1,230,305	1,220,400	(9,905)	1,522,200
<u>Purchased Services</u>							
Communications	2,654	4,515	5,082	6,017	4,900	(1,217)	5,400
Utilities	5,103	5,120	5,405	9,652	6,600	(3,052)	7,800
Maintenance and Repair - Equipment	71,640	129,234	67,258	61,334	61,200	(134)	62,400
Maintenance and Repair - Buildings	2,110	5,291	5,844	991	4,200	3,209	3,600
Maintenance and Repair - Other Improvements	35,180	103,296	66,847	58,856	63,600	6,744	66,000
Cleaning and Waste Removal	16,128	4,115	15,746	10,712	10,200	(512)	10,600
Testing and Monitoring	294	745	5,927	4,135	3,000	(1,135)	2,400
Printing and Publishing	3,273	4,863	1,603	1,549	2,400	851	1,800
Consulting Services	26,425	5,717	3,375	7,138	18,000	10,862	12,000
Other Contractual Services	14,523	14,072	11,881	13,868	12,000	(1,868)	13,800
	177,330	276,968	186,968	172,253	186,000	13,747	186,000
<u>Supplies and Maintenance</u>							
Small Tools and Supplies	35,370	62,764	88,123	54,188	55,800	1,602	54,000
Motor Fuels	38,721	31,122	30,948	28,247	33,600	5,353	31,200
Maintenance and Repair - Equipment	23,641	37,468	30,009	25,885	28,800	2,915	26,400
Maintenance and Repair - Buildings	1,506	3,160	7,562	2,819	7,200	4,381	5,000
Maintenance and Repair - Other Improvements	7,620	-	-	204	1,200	996	800
Maintenance and Repair - Street Lights	17,011	14,544	22,541	8,162	18,000	9,838	18,000
Other Commodities	37,089	25,101	8,976	13,592	16,200	2,608	16,600
Office Supplies	3,728	6,807	4,381	2,850	4,200	1,350	4,800
	154,686	180,988	182,540	135,958	165,000	29,042	156,600
<u>Other Charges</u>							
Dues and Subscriptions	2,210	7,642	181	755	1,200	445	1,200
Employee Benefits	67,718	5,437	9,767	15,554	9,000	(6,554)	13,800
Pension	66,553	259,176	232,343	91,986	103,200	11,214	102,000
Health Insurance	132,379	189,622	227,807	219,470	235,200	15,730	252,000
Payroll Taxes	89,677	76,689	86,852	90,306	105,600	15,294	102,000
Licenses and Taxes	11,809	33,043	28,877	38,633	32,400	(6,233)	38,400
Depreciation	1,247,209	1,415,893	1,529,985	1,588,400	1,520,400	(68,000)	1,701,600
Amortization	22,668	14,926	10,961	10,980	10,200	(780)	10,800
Travel and Conferences	14,424	36,200	25,880	25,809	30,000	4,191	42,000
Miscellaneous	187	431	411	329	600	271	600
	1,634,834	2,039,061	2,153,064	2,082,222	2,047,600	(34,622)	2,264,400
Total Generation and Distribution	\$ 2,913,113	\$ 3,684,364	\$ 3,785,842	\$ 3,620,737	\$ 3,619,200	\$ (1,537)	\$ 4,129,200

**Brainerd Public Utilities
2018 Operating Budget
Electric Department - Combined**

				2017		2017	2018
	2014	2015	2016	Projected Actual	Budget	Variance Positive (Negative)	
Electric Department (Continued)							
Administration							
Personal Services							
Regular Wages	\$ 489,116	\$ 494,591	\$ 493,962	\$ 505,396	\$ 589,200	\$ 83,804	\$ 615,000
Overtime Wages	7,042	6,460	7,247	6,366	-	(6,366)	-
Vacation Pay	48,805	57,736	52,302	56,629	-	(56,629)	-
Sick Pay	13,371	18,925	15,327	10,603	-	(10,603)	-
Board Member Salaries	6,033	6,480	6,480	6,480	7,200	720	7,200
	<u>544,367</u>	<u>584,192</u>	<u>575,318</u>	<u>585,474</u>	<u>596,400</u>	<u>10,928</u>	<u>622,200</u>
Purchased Services							
Communications	37,517	36,605	37,298	34,147	37,200	3,053	37,200
Utilities	41,935	41,257	38,923	38,789	42,000	3,211	40,800
Maintenance and Repair - Equipment	12,142	10,871	14,550	11,623	14,400	2,777	13,200
Maintenance and Repair - Buildings	859	1,276	4,331	8,249	1,800	(6,449)	9,000
Maintenance and Repair - Other Improvements	144	869	266	920	1,200	280	1,200
Cleaning and Waste Removal	722	1,393	1,752	1,470	1,200	(270)	1,800
Printing and Publishing	5,638	3,464	2,238	959	1,200	241	1,200
Consulting Services	172,427	267,533	203,555	175,556	224,400	48,844	243,800
Other Contractual Services	15,571	21,015	20,441	22,073	18,000	(4,073)	19,200
	<u>286,955</u>	<u>384,283</u>	<u>323,354</u>	<u>293,786</u>	<u>341,400</u>	<u>47,614</u>	<u>367,200</u>
Supplies and Maintenance							
Small Tools and Supplies	127	713	476	967	1,200	233	1,200
Motor Fuels	5,523	3,814	3,057	3,094	4,800	1,706	3,600
Maintenance and Repair - Equipment	122	2,138	276	868	-	(868)	1,200
Maintenance and Repair - Buildings	922	919	522	1,182	1,200	18	1,200
Maintenance and Repair - Other Improvements	28,084	29,441	37,400	30,400	32,400	2,000	34,800
Other Commodities	1,123	1,373	776	515	1,800	1,285	1,200
Office Supplies	26,472	27,219	17,546	22,330	19,800	(2,530)	22,200
	<u>62,353</u>	<u>65,615</u>	<u>60,053</u>	<u>59,354</u>	<u>61,200</u>	<u>1,846</u>	<u>65,400</u>
Other Charges							
Insurance and Bonds	55,939	121,677	100,824	139,813	133,200	(6,613)	144,000
Dues and Subscriptions	39,923	50,730	50,385	64,738	51,000	(13,736)	57,000
Employee Benefits	89,237	10,987	551	7,015	7,200	185	6,800
Pension	36,379	95,618	124,029	259,213	78,800	(180,613)	268,200
Health Insurance	93,654	183,837	132,235	132,140	126,000	(6,140)	132,000
Payroll Taxes	39,183	42,156	41,541	41,810	46,200	4,390	47,400
Licenses and Taxes	24,578	27,236	28,606	28,823	27,600	(1,223)	29,400
Depreciation	96,650	103,872	106,298	108,936	109,000	(936)	109,200
Travel and Conferences	7,581	18,142	199	8,651	13,800	5,149	10,200
Miscellaneous	346	217	20	318	600	282	600
Bank Charges	36,216	44,310	52,682	57,428	46,800	(10,628)	57,600
Interest Expense - Other	248	2,288	5,781	6,288	6,000	(288)	6,800
Interest Expense - Bonds	362,338	481,741	444,183	394,688	406,800	12,112	322,200
Bond Issuance Costs	174,562	-	5,708	87,462	-	-	-
Cash Transfers to City	611,725	596,543	681,227	673,727	697,200	23,473	674,400
Bad Debts	33,819	36,094	28,326	30,000	37,200	7,200	33,600
	<u>1,702,378</u>	<u>1,815,444</u>	<u>1,802,595</u>	<u>2,041,044</u>	<u>1,786,200</u>	<u>(167,382)</u>	<u>1,899,000</u>
Total Administration	<u>2,596,053</u>	<u>2,849,534</u>	<u>2,761,320</u>	<u>2,879,659</u>	<u>2,785,200</u>	<u>(108,997)</u>	<u>2,953,800</u>
Total Expenses	<u>17,778,989</u>	<u>17,820,538</u>	<u>19,002,049</u>	<u>19,447,215</u>	<u>19,076,400</u>	<u>(283,353)</u>	<u>20,091,000</u>
Change in Net Position	\$ 620,713	\$ 707,356	\$ (457,055)	\$ 291,807	\$ 46,200	\$ 333,069	\$ 97,200

**Brainerd Public Utilities
2018 Operating Budget
Electric Department - Distribution**

	2017			2017		2018
	Actual		Projected		Variance	
	2014	2015	2016	Actual	Budget	Positive (Negative)
2018						Budget
Electric Department						
Revenue						
<u>Utility Revenue</u>						
Residential	\$ 5,278,211	\$ 5,306,338	\$ 5,313,217	5,563,376	\$ 5,544,000	\$ 19,376
Commercial	6,587,761	6,709,437	6,671,496	7,148,143	6,900,000	248,143
Large Commercial	4,814,978	5,085,573	5,133,161	5,389,781	5,304,000	85,781
City of Brainerd	325,395	334,819	332,297	359,884	340,800	19,084
BPU	760,334	683,180	709,189	755,834	709,200	46,634
Total Utility Revenue	17,666,679	18,119,348	18,159,360	19,217,018	18,798,000	418,018
<u>Other Revenues</u>						
Late Payment Penalties	121,321	117,015	108,899	118,870	109,200	9,670
Permits and Fees	52,473	49,396	32,934	109,513	38,000	73,513
Bad Debt Recoveries	12,251	11,743	11,820	16,136	12,000	4,136
Interest Revenue	112,645	103,451	71,168	63,998	81,600	(17,602)
Rental Revenue	41,194	61,818	52,638	44,128	39,600	4,528
Gain (Loss) on Sale of Capital Assets	-	1,000	30,653	93,198	-	93,198
Refunds and Reimbursements	106	2,435	1,219	22,536	1,200	21,336
Other Non-Operating Revenue	48,880	46,333	58,350	38,263	30,000	8,263
Total Other Revenue	386,870	393,189	367,979	506,644	309,600	197,044
Total Revenue	18,053,549	18,512,537	18,527,339	19,723,662	19,107,600	616,062
Expenses						
<u>Substation</u>						
Purchased Power	12,575,196	12,527,502	13,958,337	14,323,429	14,088,000	(235,429)
Total Transmission	12,575,196	12,527,502	13,958,337	14,323,429	14,088,000	(235,429)
<u>Distribution</u>						
<u>Personal Services</u>						
Regular Wages	744,549	702,526	844,483	871,561	1,060,800	188,239
Overtime Wages	38,360	49,766	37,383	67,018	-	(67,018)
Double Overtime Wages	14,100	22,318	4,954	15,703	-	(15,703)
Vacation Pay	78,034	129,827	72,158	64,720	-	(64,720)
Sick Pay	25,452	105,770	44,303	20,593	-	(20,593)
Services to the City	37,572	35,868	43,929	58,728	-	(58,728)
Less: Wages Capitalized	(180,134)	(180,907)	(141,736)	(202,608)	(160,800)	41,808
	757,933	864,968	905,475	895,715	900,000	4,285
<u>Purchased Services</u>						
Communications	2,287	3,031	3,496	4,334	3,000	(1,334)
Utilities	5,103	5,120	5,305	9,216	5,400	(3,816)
Maintenance and Repair - Equipment	71,452	120,405	64,747	59,932	55,200	(4,732)
Maintenance and Repair - Buildings	2,110	4,904	5,311	401	3,000	2,598
Maintenance and Repair - Other Improvements	35,180	102,917	66,747	51,497	62,400	10,903
Cleaning and Waste Removal	15,906	3,619	15,174	10,157	9,600	(557)
Testing and Monitoring	294	745	5,927	4,135	3,000	(1,135)
Printing and Publishing	3,273	4,863	1,603	1,549	2,400	851
Consulting Services	1,943	2,147	101	7,138	9,800	2,462
Other Contractual Services	14,153	13,336	10,945	13,000	10,800	(2,200)
	151,701	261,087	179,356	161,358	164,400	3,042
<u>Supplies and Maintenance</u>						
Small Tools and Supplies	33,463	59,515	71,831	48,088	43,200	(4,888)
Motor Fuels	38,691	28,818	27,516	28,078	30,000	1,922
Maintenance and Repair - Equipment	19,185	37,343	16,380	18,398	18,000	(398)
Maintenance and Repair - Buildings	1,445	2,477	2,047	472	2,400	1,928
Maintenance and Repair - Other Improvements	7,620	-	-	204	1,200	996
Maintenance and Repair - Street Lights	17,011	14,544	22,541	8,182	18,000	9,838
Other Commodities	19,475	22,882	7,529	12,703	13,200	497
Office Supplies	1,935	4,988	2,201	168	2,400	2,232
	138,825	170,647	150,025	116,273	128,400	12,127
<u>Other Charges</u>						
Dues and Subscriptions	2,210	7,615	163	720	1,200	480
Employee Benefits	68,900	4,448	7,751	12,071	6,800	(5,471)
Pension	53,038	195,582	86,954	67,787	79,200	11,413
Health Insurance	99,651	125,828	154,309	144,424	158,400	13,976
Payroll Taxes	54,937	53,047	64,453	67,135	80,400	13,265
Licenses and Taxes	3,296	5,820	5,950	817	4,800	3,983
Depreciation	1,196,494	1,241,798	1,323,817	1,376,000	1,312,800	(63,200)
Amortization	22,668	14,926	10,961	10,980	10,200	(780)
Travel and Conferences	14,424	34,077	23,045	25,700	26,400	700
Miscellaneous	187	431	411	329	600	271
	1,515,805	1,683,552	1,679,904	1,705,962	1,680,600	(25,362)
Total Distribution	\$ 2,564,264	\$ 2,980,254	\$ 2,914,760	\$ 2,879,308	\$ 2,873,400	\$ (5,908)
						\$ 3,249,600

**Brainerd Public Utilities
2018 Operating Budget
Electric Department - Distribution**

	2017					2017	
	2014	2015	2016	Projected Actual	Budget	Variance Positive (Negative)	2018 Budget
Electric Department (Continued)							
Administration							
Personal Services							
Regular Wages	\$ 452,377	\$ 463,309	\$ 462,930	473,947	\$ 553,200	\$ 79,253	\$ 579,000
Overtime Wages	7,042	6,451	7,230	6,355	-	(6,355)	-
Vacation Pay	48,805	53,622	48,278	52,703	-	(52,703)	-
Sick Pay	13,317	18,722	15,104	10,529	-	(10,529)	-
Board Member Salaries	5,459	5,400	5,400	5,400	6,000	600	6,000
	<u>526,800</u>	<u>547,504</u>	<u>538,954</u>	<u>548,934</u>	<u>559,200</u>	<u>10,286</u>	<u>585,000</u>
Purchased Services							
Communications	37,517	38,805	37,298	34,147	37,200	3,053	37,200
Utilities	41,935	41,257	38,923	38,789	42,000	3,211	40,800
Maintenance and Repair - Equipment	12,142	10,755	14,129	11,501	13,200	1,699	12,600
Maintenance and Repair - Buildings	859	1,278	4,094	6,922	1,800	(5,122)	7,200
Maintenance and Repair - Other Improvements	144	869	266	920	1,200	280	1,200
Cleaning and Waste Removal	722	1,393	1,752	1,396	1,200	(196)	1,800
Printing and Publishing	5,638	3,464	2,238	959	1,200	241	1,200
Consulting Services	160,504	182,463	107,922	122,226	115,200	(7,026)	142,200
Other Contractual Services	15,571	20,565	19,991	22,073	18,000	(4,073)	19,200
	<u>275,032</u>	<u>278,647</u>	<u>228,613</u>	<u>238,932</u>	<u>231,000</u>	<u>(7,932)</u>	<u>263,400</u>
Supplies and Maintenance							
Small Tools and Supplies	127	713	476	852	1,200	348	1,200
Motor Fuels	5,523	3,814	3,057	3,094	4,800	1,706	3,600
Maintenance and Repair - Equipment	122	2,136	276	868	-	(868)	1,200
Maintenance and Repair - Buildings	922	919	522	1,182	1,200	18	1,200
Maintenance and Repair - Other Improvements	26,569	24,659	32,162	26,927	26,400	(527)	28,800
Other Commodities	1,123	1,373	776	515	1,800	1,285	1,200
Office Supplies	26,468	26,993	17,546	22,265	19,200	(3,065)	21,600
	<u>60,854</u>	<u>60,607</u>	<u>54,815</u>	<u>55,702</u>	<u>54,600</u>	<u>(1,102)</u>	<u>58,800</u>
Other Charges							
Insurance and Bonds	26,955	62,475	54,601	77,358	70,800	(6,558)	78,000
Dues and Subscriptions	39,798	50,714	50,343	64,391	50,400	(13,991)	56,400
Employee Benefits	86,323	9,516	(57)	6,584	8,000	(584)	8,000
Pension	32,220	92,629	105,922	218,056	74,400	(143,656)	225,600
Health Insurance	89,202	175,414	125,283	125,071	120,000	(5,071)	126,000
Payroll Taxes	35,594	39,359	38,813	39,109	43,200	4,091	44,400
Licenses and Taxes	21,071	24,830	28,511	28,823	26,400	(2,423)	28,800
Depreciation	98,650	103,872	105,476	107,736	106,800	(936)	108,000
Travel and Conferences	7,563	17,175	139	8,651	12,600	3,949	9,600
Miscellaneous	346	217	20	318	600	282	600
Bank Charges	33,212	37,344	43,983	47,856	38,400	(9,456)	48,000
Interest Expense - Other	248	2,286	5,214	5,496	4,800	(696)	5,400
Interest Expense - Bonds	313,438	285,138	257,438	217,900	229,200	11,300	112,200
Bond Issuance Costs	-	-	5,708	49,735	-	(49,735)	-
Cash Transfers to City	611,725	596,543	681,227	673,727	697,200	23,473	674,400
Bad Debts	33,819	38,094	28,326	30,000	37,200	7,200	33,000
	<u>1,428,164</u>	<u>1,533,706</u>	<u>1,530,947</u>	<u>1,700,813</u>	<u>1,518,000</u>	<u>(182,813)</u>	<u>1,557,000</u>
Total Administration	<u>2,290,850</u>	<u>2,420,464</u>	<u>2,351,329</u>	<u>2,544,381</u>	<u>2,362,800</u>	<u>(181,581)</u>	<u>2,464,200</u>
Total Expenses	<u>17,430,310</u>	<u>17,928,220</u>	<u>19,224,426</u>	<u>19,747,118</u>	<u>19,324,200</u>	<u>(422,918)</u>	<u>20,167,800</u>
Change in Net Position	\$ 823,239	\$ 584,317	\$ (697,087)	\$ (23,456)	\$ (216,600)	\$ 193,144	\$ 5,400

**Brainerd Public Utilities
2018 Operating Budget
Electric Department - Generation**

				2017		2017 Variance Positive (Negative)	2018 Budget
	2014	Actual 2015	2016	Projected Actual	Budget		
Electric Department Revenue							
<u>Utility Revenue</u>							
Minnesota Power	\$ 142,324	\$ -	\$ -	-	\$ -	\$ -	\$ -
Total Utility Revenue	142,324	-	-	-	-	-	-
<u>Other Revenues</u>							
Bond Premium	3,839	15,357	15,357	15,360	15,000	360	15,000
Other Non-Operating Revenue	-	-	2,268	-	-	-	-
Total Other Revenue	3,839	15,357	17,655	15,360	15,000	360	15,000
Total Revenue	146,163	15,357	17,655	15,360	15,000	360	15,000
Expenses							
<u>Substation</u>							
Purchased Power	(305,363)	(1,240,882)	(1,483,450)	(1,476,611)	(1,416,000)	60,611	(1,446,000)
Generation							
<u>Personal Services</u>							
Regular Wages	158,286	266,511	270,562	269,673	320,400	51,727	355,200
Overtime Wages	16,453	34,753	37,365	35,536	-	(35,536)	-
Double Overtime Wages	-	-	-	8,491	-	(8,491)	-
Vacation Pay	2,591	18,675	16,924	20,836	-	(20,636)	-
Sick Pay	-	2,442	944	1,254	-	(1,254)	-
	178,330	322,381	325,795	334,590	320,400	(14,190)	355,200
<u>Purchased Services</u>							
Communications	367	1,484	1,586	1,682	1,800	118	1,800
Utilities	-	-	100	438	1,200	764	600
Maintenance and Repair - Equipment	188	8,829	2,511	1,403	6,000	4,597	4,800
Maintenance and Repair - Buildings	-	387	533	590	1,200	610	600
Maintenance and Repair - Other Improvements	-	379	100	5,359	1,200	(4,159)	1,200
Cleaning and Waste Removal	222	496	572	556	600	44	600
Consulting Services	24,482	3,570	3,274	-	8,400	8,400	6,000
Other Contractual Services	370	736	936	889	1,200	331	1,200
	25,629	15,681	9,612	10,895	21,600	10,705	16,800
<u>Supplies and Maintenance</u>							
Small Tools and Supplies	1,907	3,248	16,292	6,110	12,600	6,490	8,400
Motor Fuels	30	2,204	3,432	169	3,600	3,431	2,400
Maintenance and Repair - Equipment	4,456	145	13,649	7,487	10,800	3,313	8,400
Maintenance and Repair - Buildings	61	683	5,515	2,347	4,800	2,453	3,600
Other Commodities	17,614	2,219	1,447	889	3,000	2,111	3,000
Office Supplies	1,793	1,839	2,180	2,882	1,800	(882)	2,400
	25,661	10,339	42,515	18,685	36,600	16,915	28,200
<u>Other Charges</u>							
Dues and Subscriptions	-	27	28	35	-	(35)	-
Employee Benefits	(1,182)	989	2,016	3,484	2,400	(1,084)	3,000
Pension	13,515	63,616	143,389	24,199	24,000	(199)	27,600
Health Insurance	32,728	63,794	73,498	75,047	76,800	1,753	81,600
Payroll Taxes	14,740	23,642	22,399	23,171	25,200	2,029	27,600
Licenses and Taxes	8,513	27,223	22,927	37,816	27,800	(10,216)	34,800
Depreciation	50,715	174,085	206,068	212,400	207,600	(4,800)	304,800
Travel and Conferences	-	2,123	2,835	109	3,600	3,491	-
Miscellaneous	-	-	-	-	-	-	-
	119,029	355,509	473,160	376,260	367,200	(8,060)	479,400
Total Generation	\$ 348,849	\$ 704,110	\$ 851,082	\$ 741,429	\$ 745,800	\$ 4,371	\$ 879,600

**Brainerd Public Utilities
2018 Operating Budget
Electric Department - Generation**

	2014	2015	2016	2017		2017 Variance Positive (Negative)	2018 Budget
				Projected Actual	Budget		
Electric Department (Continued)							
Administration							
<u>Personal Services</u>							
Regular Wages	\$ 16,739	\$ 31,282	\$ 31,026	31,448	\$ 36,000	\$ 4,552	\$ 36,000
Overtime Wages	-	9	11	11	-	(11)	-
Vacation Pay	200	4,114	4,024	3,926	-	(3,926)	-
Sick Pay	54	203	223	74	-	(74)	-
Board Member Salaries	574	1,080	1,080	1,080	1,200	120	1,200
	<u>17,567</u>	<u>36,688</u>	<u>36,364</u>	<u>36,540</u>	<u>37,200</u>	<u>660</u>	<u>37,200</u>
<u>Purchased Services</u>							
Maintenance and Repair - Equipment	-	116	421	122	1,200	1,078	600
Maintenance and Repair - Buildings	-	-	237	1,327	-	(1,327)	1,800
Cleaning and Waste Removal	-	-	-	74	-	(74)	-
Consulting Services	11,923	105,070	95,833	53,330	109,200	55,870	101,400
Other Contractual Services	-	450	450	-	-	-	-
	<u>11,923</u>	<u>105,636</u>	<u>96,741</u>	<u>54,854</u>	<u>110,400</u>	<u>55,546</u>	<u>103,800</u>
<u>Supplies and Maintenance</u>							
Small Tools and Supplies	-	-	-	115	-	(115)	-
Maintenance and Repair - Other Improvements	1,495	4,782	5,238	3,473	6,000	2,527	6,000
Office Supplies	4	226	-	65	600	535	600
	<u>1,499</u>	<u>5,008</u>	<u>5,238</u>	<u>3,653</u>	<u>6,600</u>	<u>2,947</u>	<u>6,600</u>
<u>Other Charges</u>							
Insurance and Bonds	28,984	59,202	46,223	62,455	62,400	(55)	66,000
Dues and Subscriptions	125	18	42	346	600	254	600
Employee Benefits	2,914	1,471	608	431	1,200	769	800
Pension	4,159	2,887	18,107	41,158	4,200	(36,958)	42,600
Health Insurance	4,452	8,423	6,952	7,069	6,000	(1,069)	6,000
Payroll Taxes	3,589	2,797	2,728	2,701	3,000	299	3,000
Licenses and Taxes	3,507	2,306	85	-	1,200	1,200	600
Depreciation	-	-	822	1,200	1,200	-	1,200
Travel and Conferences	18	967	60	-	1,200	1,200	600
Bank Charges	3,004	8,988	8,699	9,570	8,400	(1,170)	9,600
Interest Expense - Other	-	-	567	787	1,200	413	1,200
Interest Expense - Bonds	48,900	196,603	186,745	176,788	177,800	812	210,000
Bond Issuance Costs	174,562	-	-	37,727	-	(37,727)	-
	<u>274,214</u>	<u>281,738</u>	<u>271,848</u>	<u>340,231</u>	<u>268,200</u>	<u>(72,031)</u>	<u>342,000</u>
Total Administration	<u>305,203</u>	<u>429,070</u>	<u>409,991</u>	<u>435,279</u>	<u>422,400</u>	<u>(12,879)</u>	<u>489,800</u>
Total Expenses	<u>348,689</u>	<u>(107,682)</u>	<u>(222,377)</u>	<u>(299,903)</u>	<u>(247,800)</u>	<u>52,103</u>	<u>(76,800)</u>
Change in Net Position	<u>(202,526)</u>	<u>123,039</u>	<u>240,032</u>	<u>315,263</u>	<u>262,800</u>	<u>52,463</u>	<u>81,800</u>

**Brainerd Public Utilities
2018 Operating Budget
Water Department**

	Actual		2017		2017	
	2014	2015	2016	Actual	Budget	Variance Positive (Negative)
2018 Budget						
Water Department						
Revenue						
Utility Revenue						
Residential	\$ 1,037,079	\$ 1,088,503	\$ 1,108,965	\$ 1,155,455	\$ 1,116,000	\$ 39,455
Commercial	875,338	944,411	990,549	1,051,592	984,000	67,592
City of Brainerd	79,792	81,705	89,499	95,833	82,800	13,033
BPU	80,798	62,447	65,253	63,878	70,800	(6,922)
Total Utility Revenue	2,053,007	2,177,066	2,254,166	2,366,756	2,253,600	113,156
Other Revenues						
Late Payment Penalties	18,189	18,850	19,155	20,087	18,000	2,087
Permits and Fees	9,036	5,968	7,587	7,800	6,600	1,200
Local Option Sales Tax Proceeds - Baxter	-	-	-	250,536	200,400	50,136
Bad Debt Recoveries	-	10,134	7,193	6,981	-	6,981
Interest Revenue	3,377	2,599	1,621	671	1,200	(329)
Bond Premium	-	11,327	25,252	43,740	11,400	32,340
Gain (Loss) on Sale Capital Assets	-	4,231	23,008	8,327	-	8,327
Refunds and Reimbursements	-	(271)	(2,255)	10,543	-	10,543
Other Revenue	16,840	19,411	13,281	15,238	15,600	(362)
Contributed Capital	-	-	250,000	-	-	-
Total Other Revenue	47,442	72,247	344,842	363,803	253,200	110,503
Total Revenue	2,100,449	2,249,313	2,599,008	2,730,559	2,506,800	223,761
Expenses						
Production						
Personal Services						
Regular Wages	182,412	175,112	161,486	175,810	253,200	77,390
Overtime Wages	22,988	26,941	24,588	21,848	-	(21,848)
Double Overtime Wages	-	-	-	-	-	-
Vacation Pay	17,844	20,165	11,757	14,008	-	(14,008)
Sick Pay	2,973	11,318	7,426	2,171	-	(2,171)
	226,217	233,536	205,237	213,636	253,200	39,564
Purchased Services						
Communications	2,715	2,805	3,164	2,838	3,000	162
Utilities	112,552	91,856	95,582	104,854	97,200	(7,654)
Maintenance and Repair - Equipment	3,893	1,252	3,959	2,322	3,800	1,278
Maintenance and Repair - Buildings	200	1,090	784	395	1,200	805
Maintenance and Repair - Other Improvements	-	-	7	226	-	(226)
Cleaning and Waste Removal	1,351	1,504	1,809	1,717	1,800	83
Testing and Monitoring	1,305	80	1,008	590	600	7
Printing and Publishing	24	-	-	-	-	-
Consulting Services	-	-	-	-	3,000	3,000
	122,040	98,587	106,313	112,844	110,400	(2,544)
Supplies and Maintenance						
Small Tools and Supplies	3,275	3,908	7,588	6,178	3,600	(2,578)
Maintenance and Repair - Equipment	8,503	6,283	6,532	8,916	7,200	(1,716)
Maintenance and Repair - Buildings	1,929	1,277	193	569	1,800	1,231
Maintenance and Repair - Other Improvements	-	48	-	-	-	-
Other Commodities	44,800	36,047	32,379	33,619	38,000	2,381
Office Supplies	192	1,031	969	271	600	329
	58,699	48,564	47,661	49,553	49,200	(353)
Other Charges						
Employee Benefits	207	755	1,249	2,221	1,200	(1,021)
Pension	17,179	375	31,835	15,559	19,200	3,641
Health Insurance	38,325	43,247	52,174	52,252	51,800	(652)
Payroll Taxes	18,016	16,243	14,488	14,825	20,400	5,575
Licenses and Taxes	193	545	530	137	1,200	1,063
Depreciation	129,763	150,452	161,972	176,700	165,600	(11,100)
	203,683	211,617	262,048	261,694	259,200	(2,494)
Total Production	610,639	592,334	621,259	637,828	672,000	34,174
Distribution						
Personal Services						
Regular Wages	223,304	212,012	295,215	300,371	274,800	(25,571)
Overtime Wages	12,968	5,294	4,980	3,001	-	(3,001)
Double Overtime Wages	4,443	-	1,571	5,845	-	(5,845)
Vacation Pay	26,699	38,546	27,810	25,236	-	(25,236)
Sick Pay	10,165	39,519	8,651	9,654	-	(9,654)
Less: Wages Capitalized	(45,112)	(48,630)	(72,668)	(12,662)	(24,000)	(11,318)
	232,467	248,741	266,561	331,426	250,800	(80,626)
Purchased Services						
Communications	1,551	2,108	2,304	2,662	2,400	(262)
Utilities	58,836	62,917	56,383	80,818	80,000	(618)
Maintenance and Repair - Equipment	32,793	17,386	13,603	33,287	18,000	(15,287)
Maintenance and Repair - Buildings	1,120	1,591	2,741	217	1,800	1,583
Maintenance and Repair - Other Improvements	21,826	19,554	15,487	21,074	20,400	(674)
Cleaning and Waste Removal	1,100	1,324	1,545	1,255	1,200	(55)
Testing and Monitoring	-	15	40	788	-	(788)
Printing and Publishing	8,239	920	263	210	600	390
Consulting Services	17,231	23,249	34,998	34,800	37,200	2,400
Other Contractual Services	7,801	2,063	7,652	973	4,800	3,827
	\$ 148,497	\$ 131,127	\$ 135,016	\$ 155,885	\$ 148,400	\$ (8,485)
						\$ 217,200

**Brainerd Public Utilities
2018 Operating Budget
Water Department**

	Actual		2017		2017	
	2014	2015	2016	Projected Actual	Budget	Variance Positive (Negative)
						2018 Budget
Water Department (Continued)						
Distribution (Continued)						
Supplies and Maintenance						
Small Tools and Supplies	\$ 15,235	\$ 24,516	\$ 28,311	25,038	\$ 21,600	\$ (3,438)
Motor Fuels	15,408	11,760	11,055	14,093	10,800	(3,293)
Maintenance and Repair - Equipment	4,407	9,563	3,942	11,538	7,200	(4,338)
Maintenance and Repair - Buildings	789	1,237	1,147	193	1,800	1,607
Maintenance and Repair - Other Improvements	-	-	-	-	-	-
Other Commodities	5,127	5,038	2,404	3,782	4,800	1,018
Office Supplies	-	167	990	-	1,200	1,200
	<u>40,968</u>	<u>52,291</u>	<u>47,849</u>	<u>54,844</u>	<u>47,400</u>	<u>(7,244)</u>
Other Charges						
Dues and Subscriptions	10	20	-	12	-	(12)
Employee Benefits	1,346	1,936	2,753	4,009	2,400	(1,609)
Pension	14,752	(4,365)	38,002	22,745	21,600	(1,145)
Health Insurance	35,024	43,811	48,229	57,196	50,400	(6,796)
Payroll Taxes	15,005	13,636	17,657	21,776	21,600	(176)
Licenses and Taxes	8,298	7,723	8,319	1,405	7,800	6,395
Depreciation	384,232	464,188	498,016	530,400	465,600	(64,800)
Travel and Conferences	2,850	2,319	2,007	8,910	3,600	(3,310)
Miscellaneous	69	-	-	400	-	(400)
	<u>481,588</u>	<u>529,268</u>	<u>614,963</u>	<u>644,852</u>	<u>573,000</u>	<u>(71,852)</u>
Total Distribution	<u>883,516</u>	<u>959,417</u>	<u>1,063,409</u>	<u>1,188,807</u>	<u>1,017,600</u>	<u>(169,207)</u>
Administration						
Personal Services						
Regular Wages	173,436	188,433	184,222	191,441	196,800	5,359
Overtime Wages	2,937	2,560	3,002	2,598	-	(2,598)
Vacation Pay	18,254	20,488	18,677	20,453	-	(20,453)
Sick Pay	5,034	7,209	6,608	(3,248)	-	3,248
Board Member Salaries	2,488	2,160	2,160	2,160	2,400	240
	<u>202,149</u>	<u>220,850</u>	<u>214,669</u>	<u>213,403</u>	<u>199,200</u>	<u>(14,203)</u>
Purchased Services						
Communications	11,783	11,201	11,398	10,399	12,000	1,601
Utilities	15,009	14,864	13,938	13,693	15,600	1,907
Maintenance and Repair - Equipment	5,239	3,968	5,401	5,207	8,000	793
Maintenance and Repair - Buildings	859	1,276	3,214	2,896	1,800	(1,096)
Maintenance and Repair - Other Improvements	144	452	268	420	600	180
Cleaning and Waste Removal	595	810	980	851	1,200	349
Printing and Publishing	1,879	1,319	1,187	319	1,800	1,481
Consulting Services	19,666	17,357	21,195	28,936	21,600	(7,336)
Other Contractual Services	4,393	5,758	5,119	6,185	4,800	(1,385)
	<u>59,547</u>	<u>57,026</u>	<u>63,688</u>	<u>68,905</u>	<u>65,400</u>	<u>(3,505)</u>
Supplies and Maintenance						
Small Tools and Supplies	59	734	402	409	800	191
Maintenance and Repair - Equipment	102	29	276	638	-	(638)
Maintenance and Repair - Buildings	493	757	583	653	600	(53)
Maintenance and Repair - Other Improvements	9,355	9,244	11,132	10,116	10,800	684
Other Commodities	53	200	492	506	600	94
Office Supplies	8,026	9,294	5,836	7,469	6,600	(869)
	<u>18,068</u>	<u>20,258</u>	<u>18,501</u>	<u>19,792</u>	<u>19,200</u>	<u>(592)</u>
Other Charges						
Insurance and Bonds	24,695	82,543	45,741	54,198	61,200	7,002
Dues and Subscriptions	2,425	5,278	5,191	8,153	8,000	(2,153)
Employee Benefits	6,280	3,930	103	2,524	2,400	(124)
Pension	13,118	(1,612)	62,258	95,059	27,000	(67,459)
Health Insurance	35,227	48,929	49,724	48,534	48,000	(1,534)
Payroll Taxes	13,959	15,728	15,579	15,002	15,600	(402)
Licenses and Taxes	1,158	1,160	2,351	1,021	1,800	779
Depreciation	38,819	41,128	41,953	42,800	43,200	400
Travel and Conferences	739	133	350	401	1,200	799
Miscellaneous	-	-	86	-	-	-
Bank Charges	12,072	15,284	18,598	19,142	15,600	(3,542)
Interest - Other	-	676	1,062	1,332	1,200	(132)
Interest - Bonds	-	49,237	48,712	113,039	232,800	119,761
Bond Issuance Costs	31,767	-	60,555	-	-	-
Bad Debts	3,835	3,794	2,773	3,600	4,200	600
	<u>183,594</u>	<u>246,208</u>	<u>355,018</u>	<u>408,804</u>	<u>480,600</u>	<u>53,996</u>
Total Administration	<u>463,378</u>	<u>544,341</u>	<u>651,884</u>	<u>708,904</u>	<u>744,600</u>	<u>35,696</u>
Total Expenses	<u>1,957,533</u>	<u>2,096,092</u>	<u>2,338,532</u>	<u>2,533,538</u>	<u>2,434,200</u>	<u>(99,338)</u>
Change in Net Position	<u>\$ 142,816</u>	<u>\$ 153,221</u>	<u>\$ 282,466</u>	<u>\$ 197,023</u>	<u>\$ 72,800</u>	<u>\$ 124,423</u>
						<u>\$ (90,500)</u>

**Brainerd Public Utilities
2018 Operating Budget
Wastewater Department**

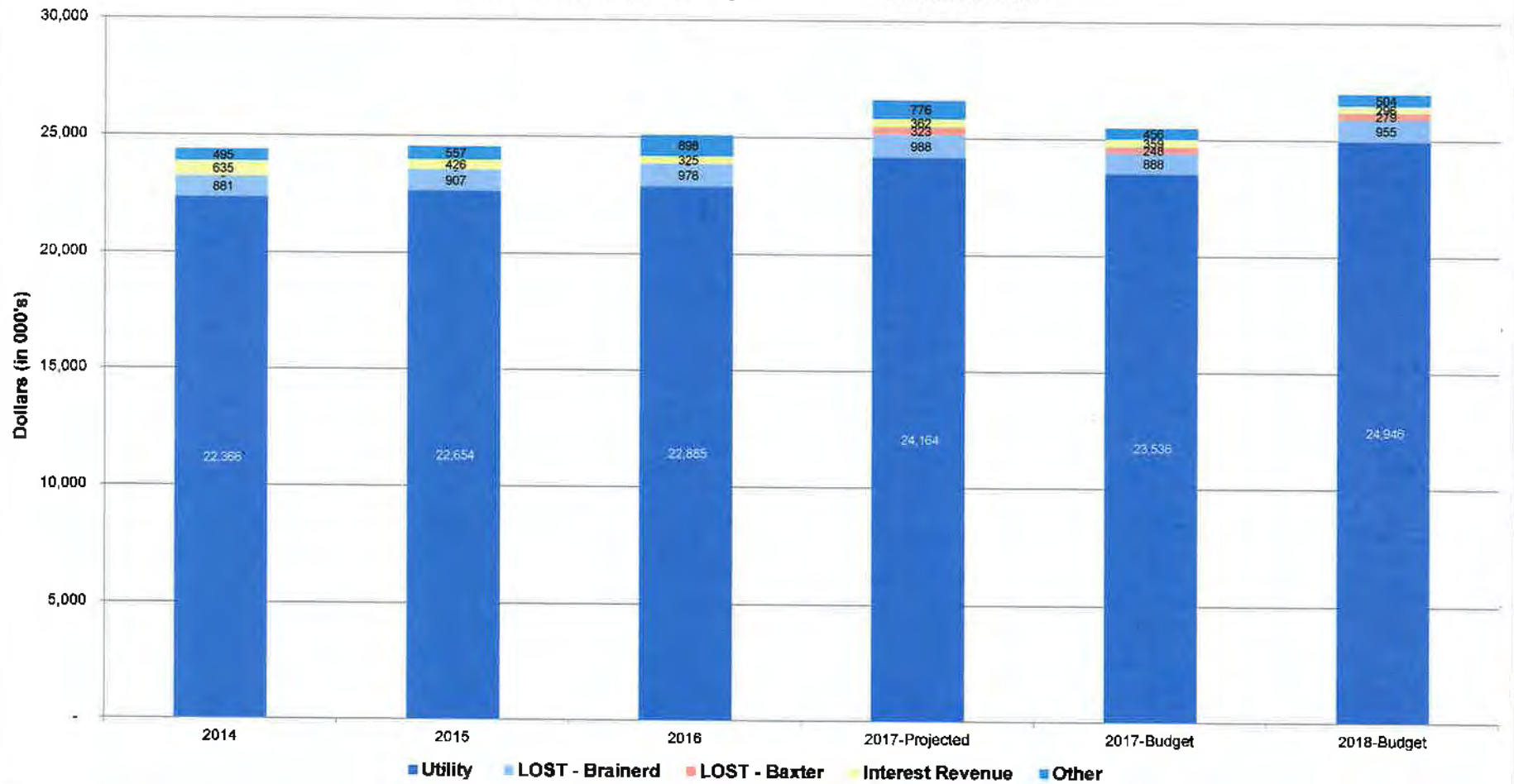
	Actual		2017 Projected		2017 Variance Positive (Negative)	2018 Budget
	2014	2015	2016	Actual	Budget	
Wastewater Department						
Revenue						
Utility Revenue						
Residential	\$ 1,228,071	\$ 1,288,710	\$ 1,309,751	1,327,981	\$ 1,297,200	\$ 1,358,000
Commercial	1,066,584	1,057,212	1,149,823	1,241,284	1,176,000	1,258,800
City of Brainerd	9,258	12,826	11,031	10,783	10,800	10,800
BPU	342	369	443	523	-	600
Total Utility Revenue	<u>2,304,263</u>	<u>2,367,137</u>	<u>2,471,148</u>	<u>2,580,532</u>	<u>2,484,000</u>	<u>2,628,200</u>
Other Revenues						
Late Payment Penalties	24,650	26,313	27,144	29,289	25,200	26,400
Local Option Sales Tax Proceeds - Brainerd	881,028	907,123	977,969	987,932	888,000	955,200
Local Option Sales Tax Proceeds - Baxter	-	-	-	72,143	48,000	24,143
Bad Debt Recoveries	-	-	-	748	-	748
Interest Revenue - Investments	282,540	98,184	47,935	98,910	78,000	48,000
Gain (Loss) on Sale Capital Assets	-	-	-	24,817	-	24,817
Refunds and Reimbursements	-	-	46	364	-	364
Interest Revenue - Notes Receivable	236,273	221,339	204,735	198,668	198,000	183,800
Federal Grant Revenue - Build America Bond	141,444	141,217	138,370	125,702	132,000	118,800
Bond Premium	-	-	3,245	7,800	-	7,800
Other Revenue	6,282	15,860	11,816	16,122	4,800	11,322
Contributed Capital	-	-	60,000	-	-	-
Total Other Revenue	<u>1,572,217</u>	<u>1,410,138</u>	<u>1,471,290</u>	<u>1,582,473</u>	<u>1,374,000</u>	<u>1,393,800</u>
Total Revenue	<u>3,876,480</u>	<u>3,767,275</u>	<u>3,942,438</u>	<u>4,163,005</u>	<u>3,858,000</u>	<u>4,022,000</u>
Expenses						
Treatment						
Personal Services						
Regular Wages	287,117	242,001	254,082	245,280	321,000	398,400
Overtime Wages	35,247	32,587	33,920	34,518	(34,518)	-
Vacation Pay	17,884	21,418	20,332	23,208	(23,208)	-
Sick Pay	4,271	11,022	8,916	8,086	(6,086)	-
	<u>324,319</u>	<u>307,028</u>	<u>317,230</u>	<u>309,092</u>	<u>321,000</u>	<u>398,400</u>
Purchased Services						
Communications	1,380	1,542	1,323	2,412	1,200	1,800
Utilities	523,523	485,221	484,638	517,884	493,200	519,800
Maintenance and Repair - Equipment	20,605	54,344	24,138	50,042	30,000	34,800
Maintenance and Repair - Buildings	15,202	7,808	4,863	606	7,200	2,400
Maintenance and Repair - Other Improvements	-	-	1,008	2,290	2,400	2,400
Cleaning and Waste Removal	4,732	4,719	5,438	4,988	4,800	4,800
Testing and Monitoring	14,882	16,181	20,400	21,872	19,200	20,400
Printing and Publishing	591	810	-	1,338	-	800
Consulting Services	-	124	-	-	2,400	2,400
Other Contractual Services	5,758	3,440	2,581	2,629	2,400	2,400
	<u>588,883</u>	<u>553,989</u>	<u>544,369</u>	<u>603,841</u>	<u>562,800</u>	<u>591,800</u>
Supplies and Maintenance						
Small Tools and Supplies	5,001	4,378	5,873	10,487	4,800	5,400
Motor Fuels	15,923	9,825	9,330	11,088	10,800	12,000
Maintenance and Repair - Equipment	14,837	21,677	23,091	29,782	18,000	20,400
Maintenance and Repair - Buildings	2,919	5,998	3,020	4,804	4,800	4,200
Maintenance and Repair - Other Improvements	-	-	192	806	-	-
Other Commodities	32,494	23,124	20,016	29,713	30,000	26,400
Office Supplies	3,495	4,481	3,072	1,342	4,200	3,800
	<u>74,669</u>	<u>69,562</u>	<u>64,684</u>	<u>87,822</u>	<u>72,800</u>	<u>72,000</u>
Other Charges						
Dues and Subscriptions	1,926	-	158	251	1,200	600
Employee Benefits	1,398	2,358	3,034	3,432	2,400	2,400
Pension	22,570	(33,535)	47,901	23,040	24,000	30,000
Health Insurance	50,768	57,409	57,690	51,948	58,800	81,600
Payroll Taxes	23,506	21,807	22,727	22,750	25,200	30,000
Licenses and Taxes	18,787	17,871	22,343	14,888	20,400	19,200
Depreciation	1,253,713	1,257,770	1,269,594	1,277,800	1,275,600	1,274,400
Travel and Conferences	3,383	4,416	4,580	2,897	6,000	4,200
Miscellaneous	19	-	4	14	-	-
	<u>1,374,071</u>	<u>1,327,894</u>	<u>1,428,011</u>	<u>1,398,797</u>	<u>1,413,800</u>	<u>1,442,400</u>
Total Treatment	<u>2,359,842</u>	<u>2,258,473</u>	<u>2,354,304</u>	<u>2,397,553</u>	<u>2,370,000</u>	<u>2,504,400</u>
Lift Stations						
Personal Services						
Regular Wages	98,195	82,933	83,607	78,791	121,200	140,400
Overtime Wages	11,887	12,077	11,873	11,528	-	-
Vacation Pay	7,947	10,864	8,436	7,285	-	-
Sick Pay	1,684	9,582	3,438	1,590	-	-
	<u>117,493</u>	<u>115,456</u>	<u>105,354</u>	<u>99,204</u>	<u>121,200</u>	<u>140,400</u>
Purchased Services						
Communications	2,498	2,778	2,954	2,792	3,000	3,000
Utilities	90,186	82,711	89,907	85,245	91,200	94,800
Maintenance and Repair - Equipment	9,581	5,773	7,043	24,886	12,000	16,800
Maintenance and Repair - Buildings	-	-	323	6,225	-	600
Maintenance and Repair - Other Improvements	(1,187)	455	-	-	-	-
Cleaning and Waste Removal	7,467	7,307	7,885	8,173	7,900	8,400
Consulting Services	-	-	-	-	2,400	2,400
Other Contractual Services	896	2,693	493	36	1,200	800
	<u>\$ 108,424</u>	<u>\$ 101,715</u>	<u>\$ 108,585</u>	<u>\$ 137,158</u>	<u>\$ 117,800</u>	<u>\$ 128,600</u>

**Brainerd Public Utilities
2018 Operating Budget
Wastewater Department**

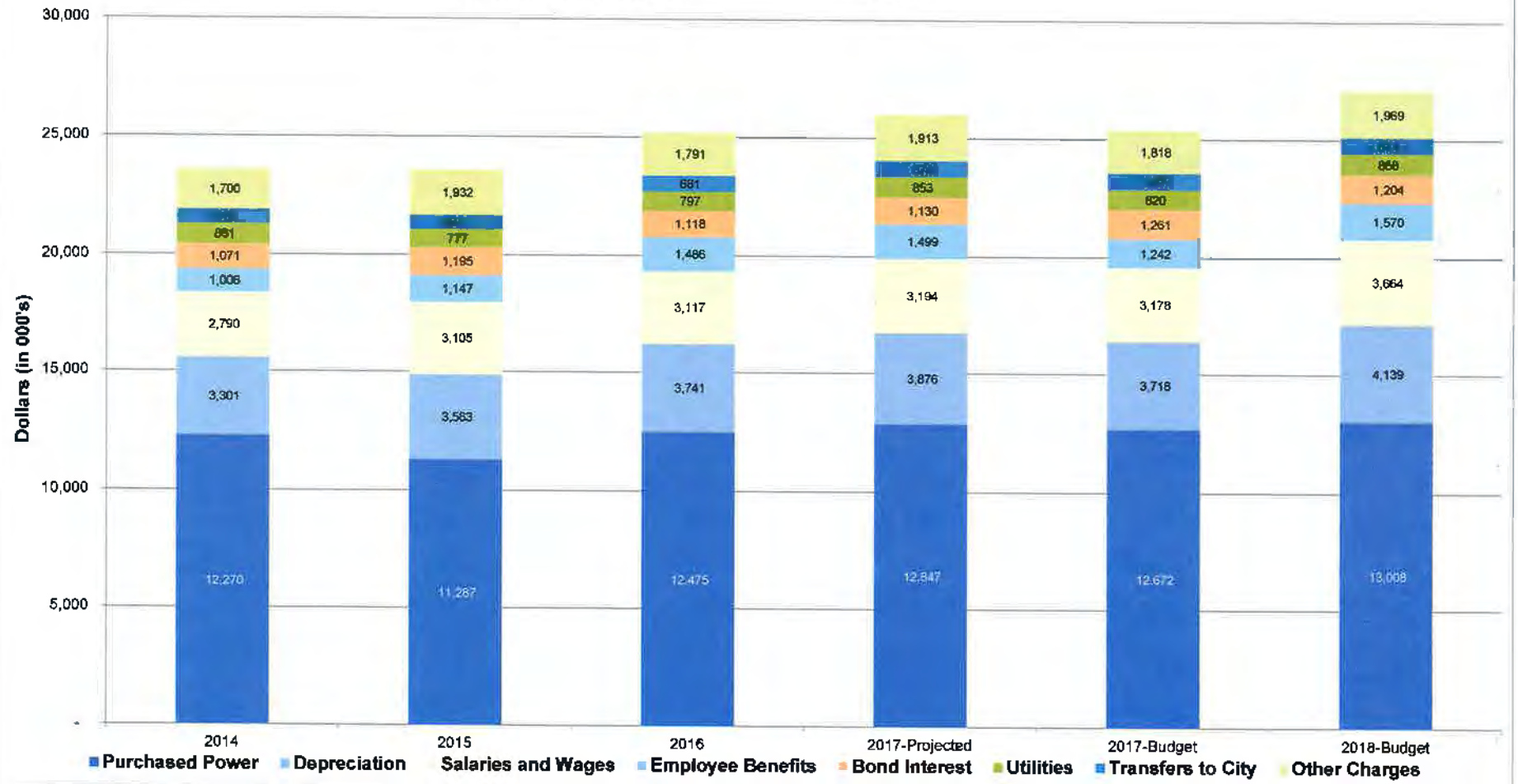
	Actual			2017		2017	
	2014	2015	2016	Projected Actual	Budget	Variance Positive (Negative)	2018 Budget
Wastewater Depart. (Continued)							
Lift Stations (Continued)							
<u>Supplies and Maintenance</u>							
Small Tools and Supplies	\$ 1,267	\$ 798	\$ 2,955	2,677	\$ 2,400	\$ (277)	\$ 3,000
Motor Fuels	5,458	3,814	3,454	3,094	4,800	1,706	4,200
Maintenance and Repair - Equipment	3,622	1,599	4,407	4,612	2,400	(2,412)	4,200
Maintenance and Repair - Buildings	43	722	917	-	1,200	1,200	600
Maintenance and Repair - Other Improvements	1,670	2,040	2,040	2,364	2,400	38	2,400
Other Commodities	-	-	211	-	-	-	-
	<u>12,280</u>	<u>8,973</u>	<u>13,984</u>	<u>12,947</u>	<u>19,200</u>	<u>253</u>	<u>14,400</u>
<u>Other Charges</u>							
Employee Benefits	337	575	794	1,056	1,200	144	1,200
Pension	8,390	(21,839)	15,707	7,326	9,800	2,274	10,800
Health Insurance	19,250	21,915	24,151	23,188	25,200	2,012	30,000
Payroll Taxes	8,694	7,567	7,421	7,021	9,600	2,579	10,800
Licenses and Taxes	61	55	94	166	-	(166)	-
Depreciation	113,871	117,844	115,364	132,600	111,600	(21,000)	172,800
Miscellaneous	-	-	-	-	-	-	-
	<u>150,623</u>	<u>126,137</u>	<u>183,531</u>	<u>171,356</u>	<u>157,200</u>	<u>(14,156)</u>	<u>225,800</u>
Total Lift Stations	<u>389,800</u>	<u>352,291</u>	<u>391,454</u>	<u>420,665</u>	<u>409,200</u>	<u>(11,465)</u>	<u>507,000</u>
Administration							
<u>Personal Services</u>							
Regular Wages	177,666	176,972	172,957	175,764	213,000	37,236	224,400
Overtime Wages	2,495	2,213	2,548	2,160	-	(2,160)	-
Vacation Pay	19,160	21,817	19,180	20,753	-	(20,753)	-
Sick Pay	4,594	8,531	5,538	10,782	-	(10,782)	-
Board Member Salaries	2,279	2,160	2,160	2,160	2,400	240	2,400
	<u>206,414</u>	<u>209,693</u>	<u>202,383</u>	<u>211,819</u>	<u>215,400</u>	<u>3,781</u>	<u>229,800</u>
<u>Purchased Services</u>							
Communications	10,989	10,884	11,104	10,202	10,800	598	10,800
Utilities	13,587	13,322	12,579	12,524	13,200	676	13,200
Maintenance and Repair - Equipment	1,305	1,222	1,202	983	1,200	217	1,200
Maintenance and Repair - Buildings	-	-	473	2,653	-	(2,653)	3,000
Maintenance and Repair - Other Improvements	-	500	-	250	-	(250)	-
Printing and Publishing	1,880	1,318	746	-	1,200	1,200	600
Consulting Services	19,696	17,364	21,424	33,396	21,800	(11,766)	25,200
Other Contractual Services	3,970	4,392	5,362	3,966	3,600	(366)	4,800
	<u>51,397</u>	<u>49,023</u>	<u>52,910</u>	<u>63,885</u>	<u>51,800</u>	<u>(12,385)</u>	<u>58,800</u>
<u>Supplies and Maintenance</u>							
Maintenance and Repair - Equipment	-	-	-	-	-	-	-
Maintenance and Repair - Other Improvements	7,555	9,253	9,300	7,178	9,600	2,424	8,400
Other Commodities	-	-	-	-	-	-	-
Office Supplies	4,879	6,665	3,771	6,331	4,800	(1,531)	5,400
	<u>12,534</u>	<u>15,918</u>	<u>13,071</u>	<u>13,507</u>	<u>14,400</u>	<u>693</u>	<u>13,800</u>
<u>Other Charges</u>							
Insurance and Bonds	37,831	63,960	45,462	71,036	67,200	(3,836)	72,000
Dues and Subscriptions	6,061	8,943	8,856	11,473	8,400	(3,073)	9,600
Employee Benefits	6,535	3,806	337	2,336	1,600	(536)	1,800
Pension	13,315	(14,466)	54,327	63,509	27,600	(55,909)	51,800
Health Insurance	34,023	40,894	48,037	47,902	48,800	(1,102)	48,000
Payroll Taxes	14,161	14,672	14,745	14,735	16,800	2,065	16,800
Licenses and Taxes	2,648	1,621	2,815	1,739	3,000	1,262	2,400
Depreciation	14,083	16,594	17,416	18,400	18,000	(400)	19,200
Amortization of Deferred Charges	-	-	-	-	-	-	-
Travel and Conferences	382	132	90	281	1,200	919	600
Miscellaneous	-	-	-	-	-	-	-
Bank Charges	12,072	14,723	17,925	19,142	16,600	(2,342)	17,400
Interest Expense - Other	-	678	1,082	1,331	1,200	(131)	1,200
Interest Expense Bonds	708,718	864,115	625,526	622,306	621,600	(706)	594,000
Bond Issuance Costs	-	-	13,161	-	-	-	-
Bad Debts	4,717	5,045	3,476	3,600	4,800	1,200	4,200
	<u>854,746</u>	<u>920,505</u>	<u>853,235</u>	<u>897,789</u>	<u>835,200</u>	<u>(62,589)</u>	<u>838,600</u>
Total Administration	<u>1,125,091</u>	<u>1,095,139</u>	<u>1,121,599</u>	<u>1,188,900</u>	<u>1,119,800</u>	<u>(70,300)</u>	<u>1,138,200</u>
Total Expenses	<u>3,874,833</u>	<u>3,705,903</u>	<u>3,687,357</u>	<u>4,005,118</u>	<u>3,895,800</u>	<u>(109,318)</u>	<u>4,149,800</u>
Change in Net Position	<u>\$ 1,647</u>	<u>\$ 61,370</u>	<u>\$ 75,051</u>	<u>\$ 137,687</u>	<u>\$ (37,800)</u>	<u>\$ 175,887</u>	<u>\$ (129,000)</u>

Other Graphical Information of 2018 Operating Budget

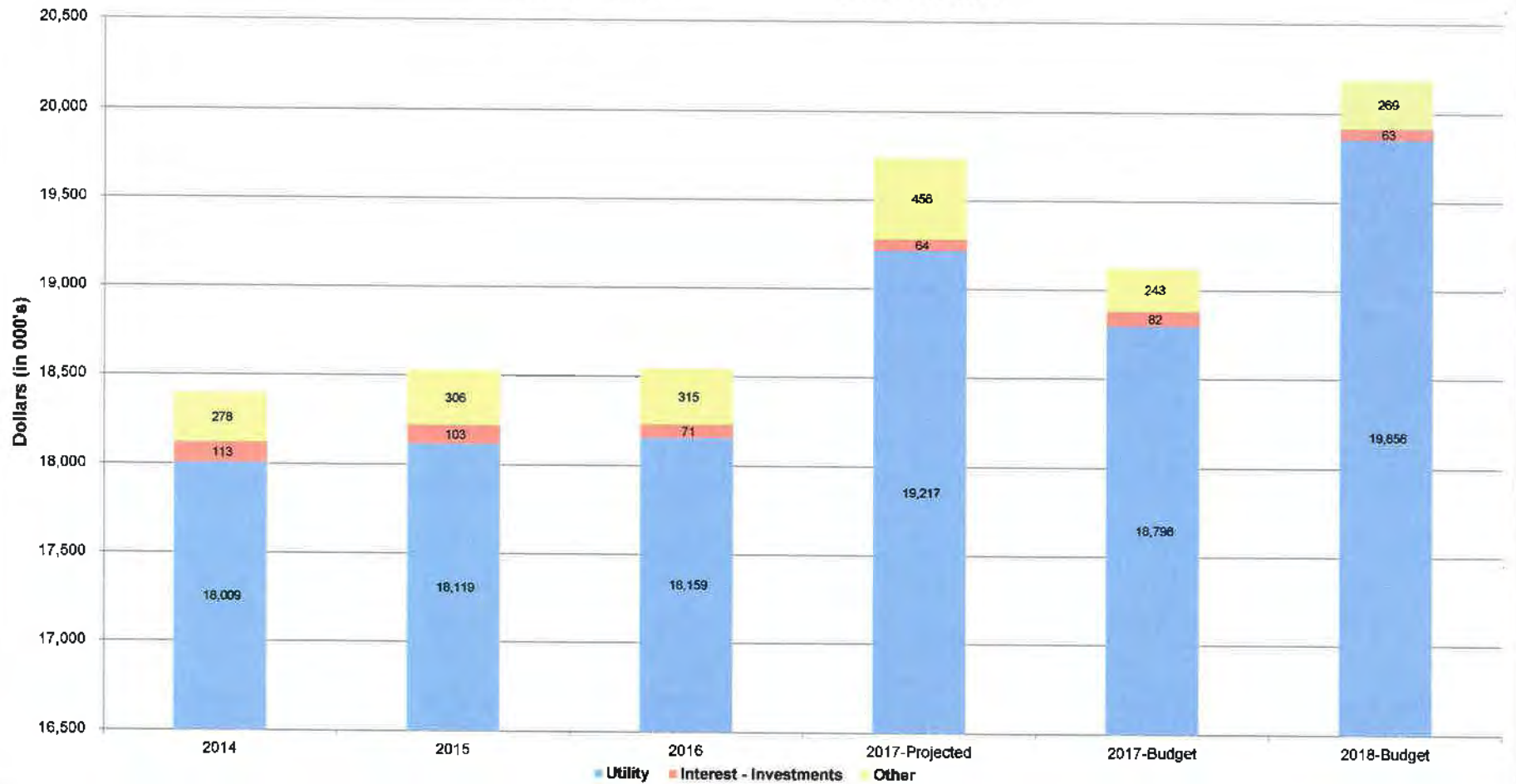
BPU Combined All Departments - Total Revenue



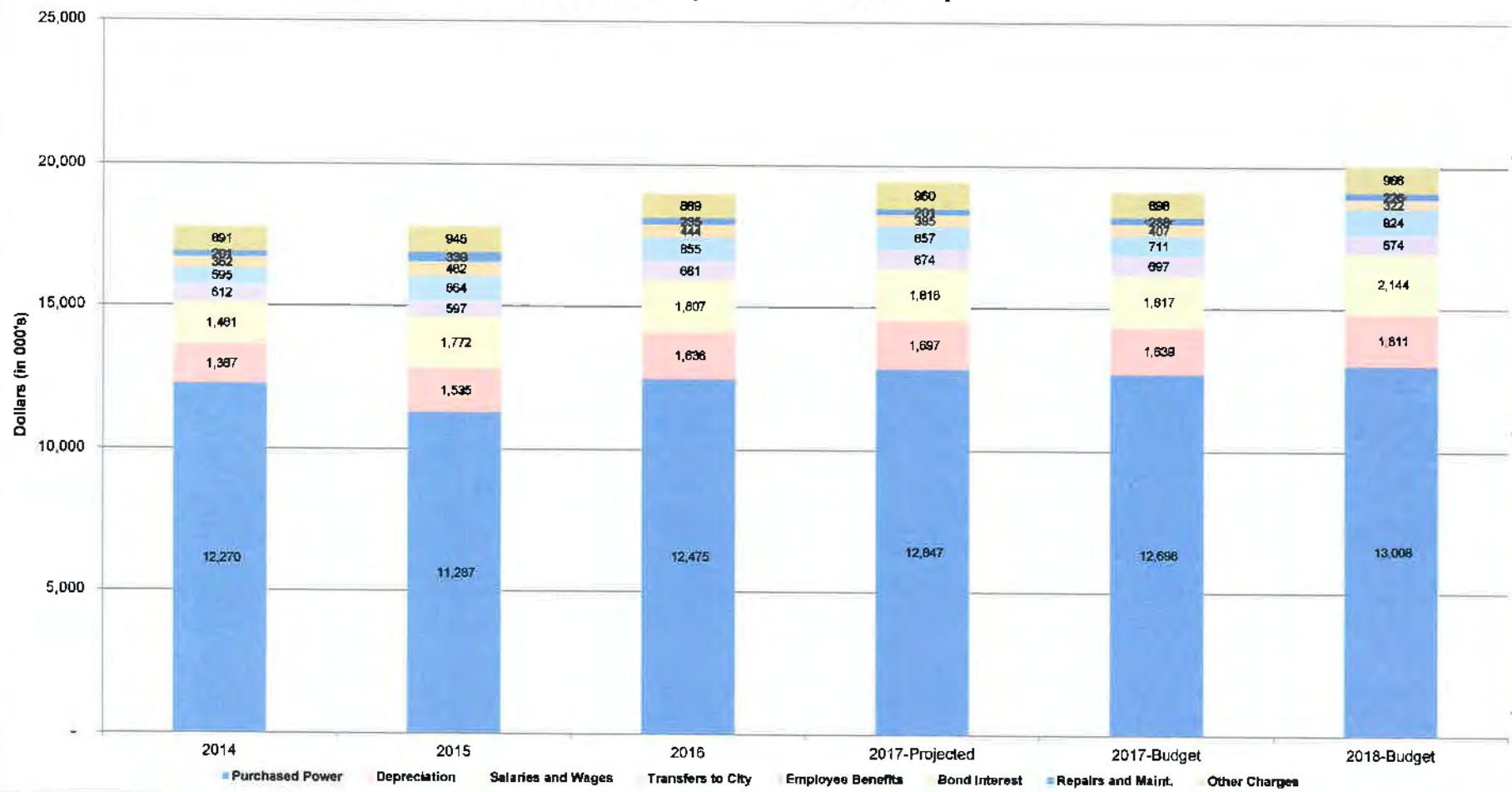
BPU Combined All Departments - Total Expenses

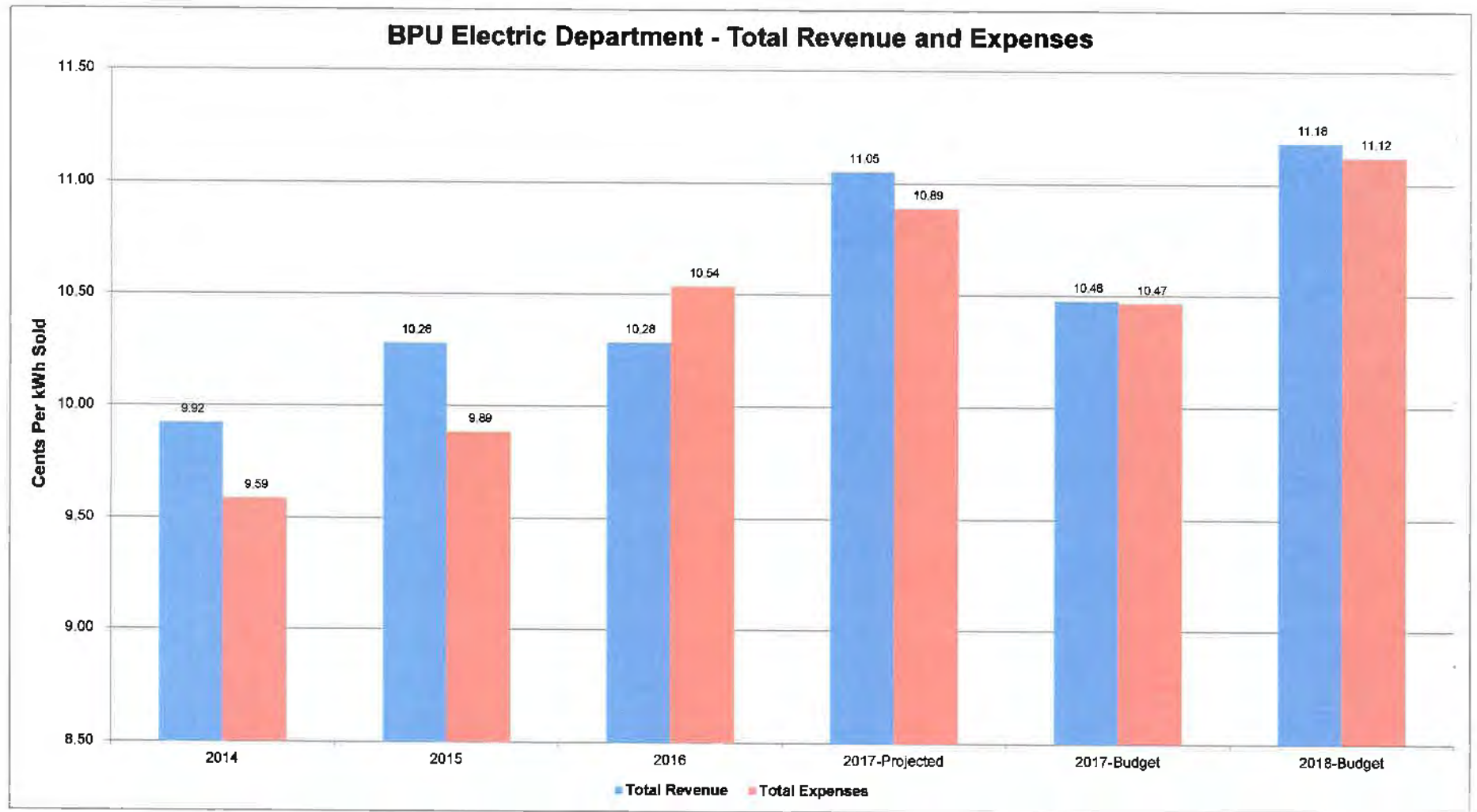


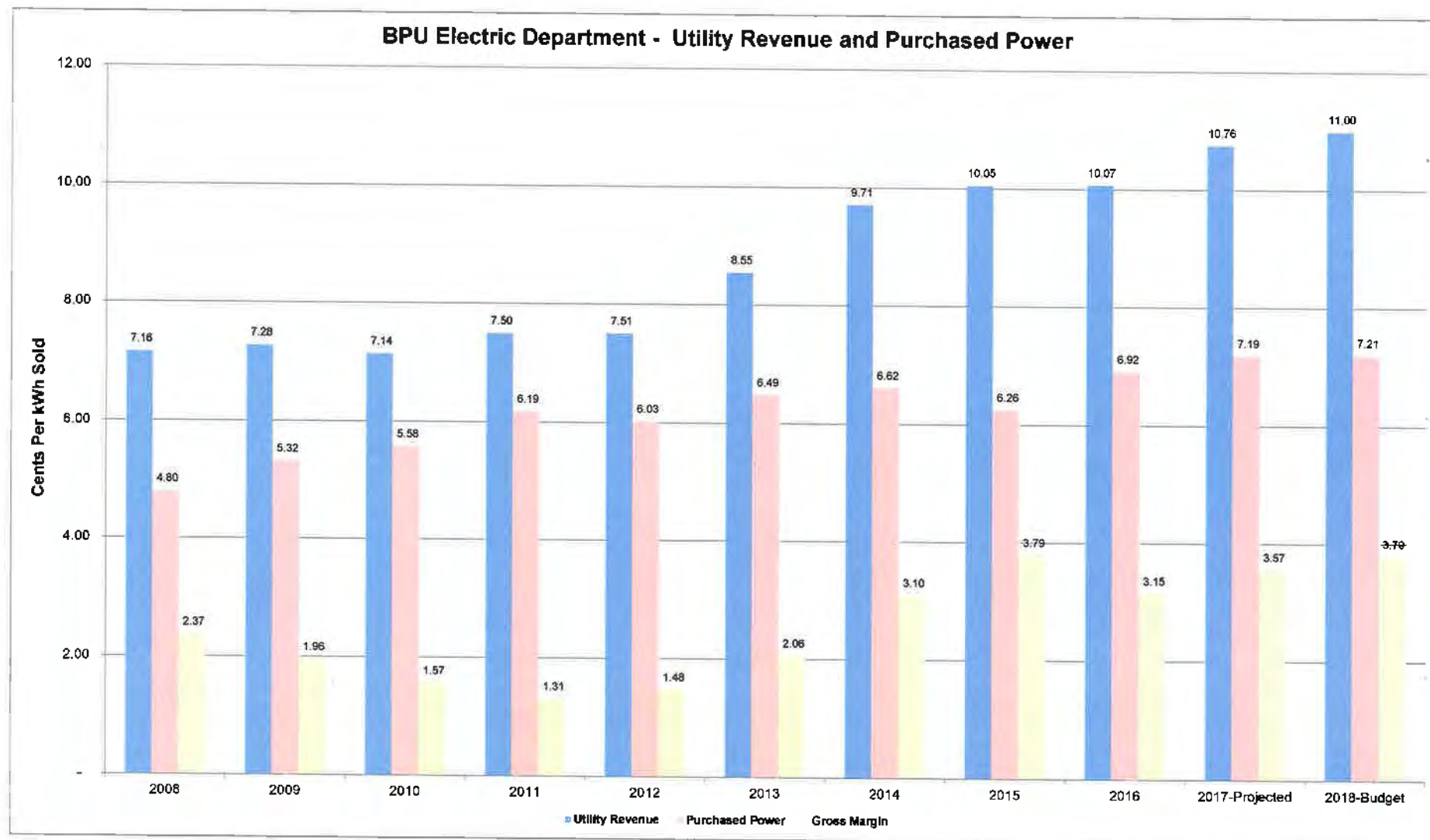
BPU Electric Department - Total Revenue



BPU Electric Department - Total Expenses

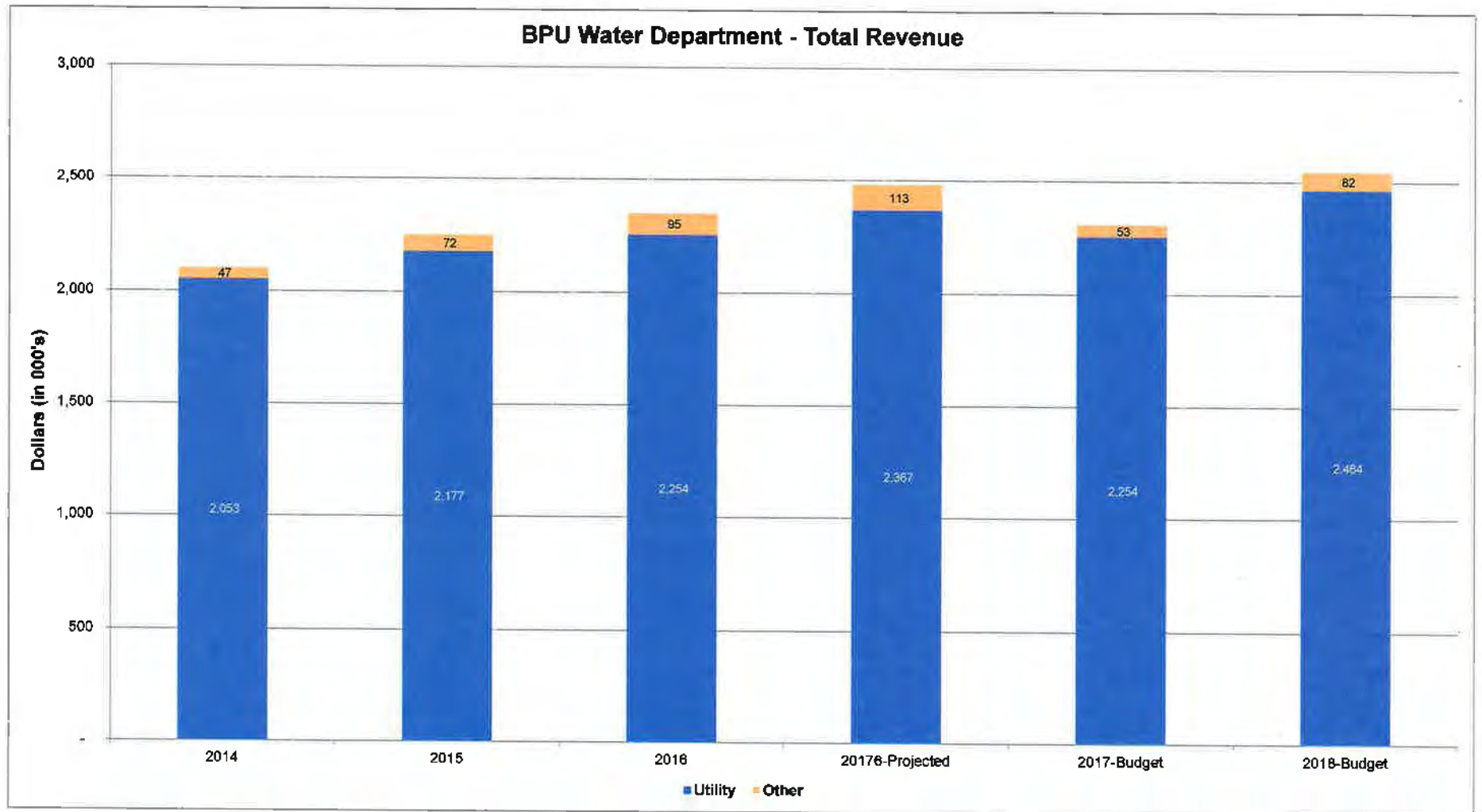


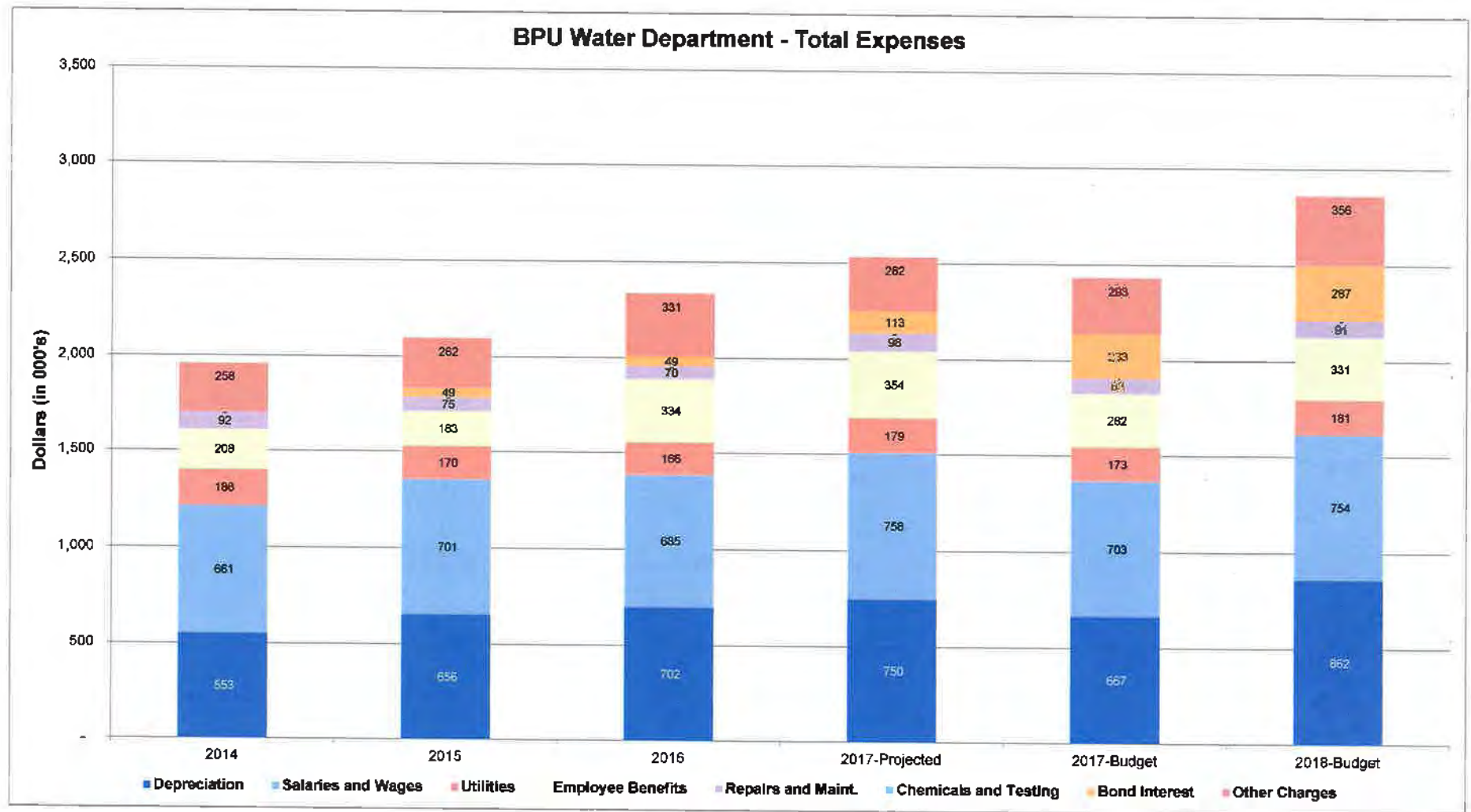


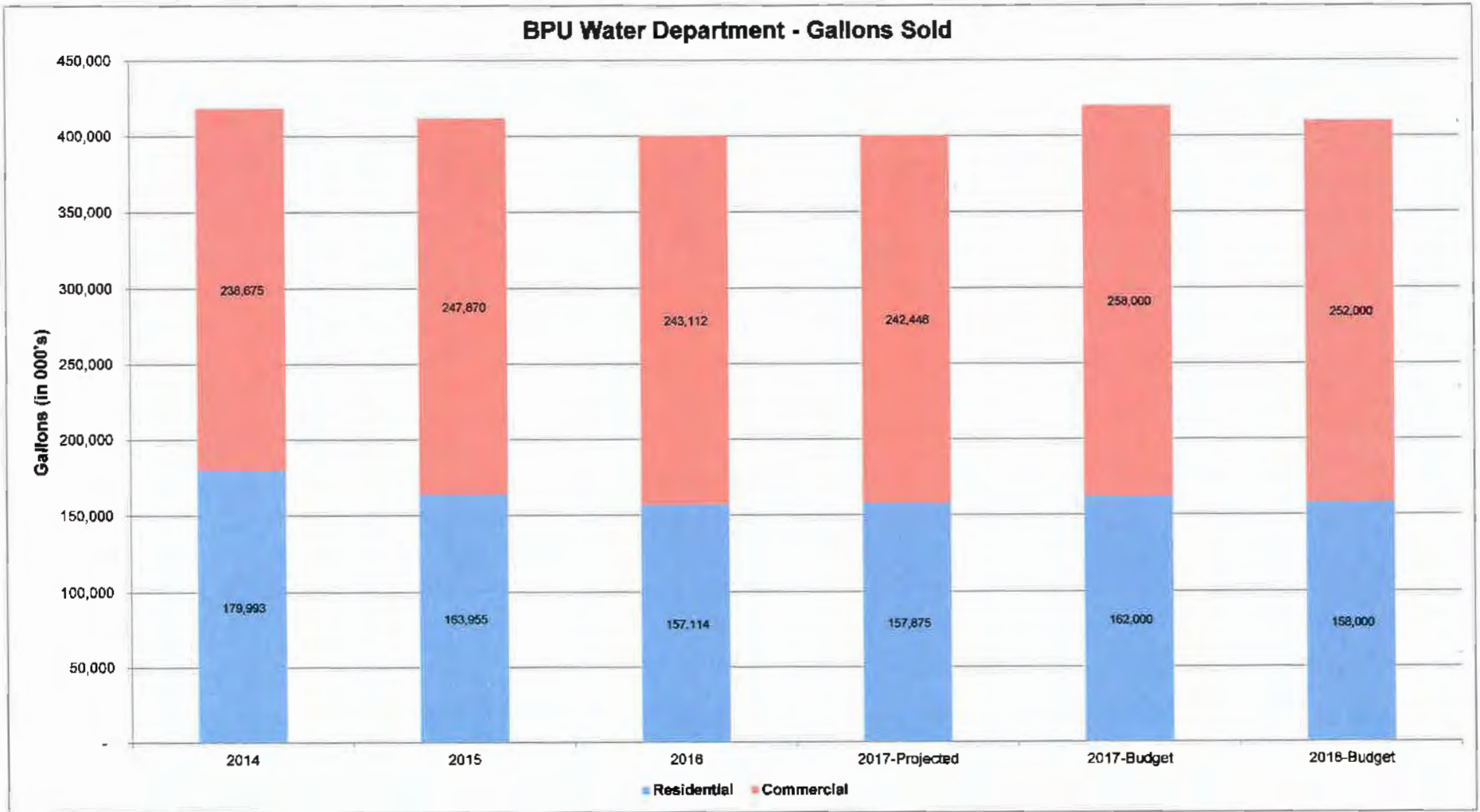


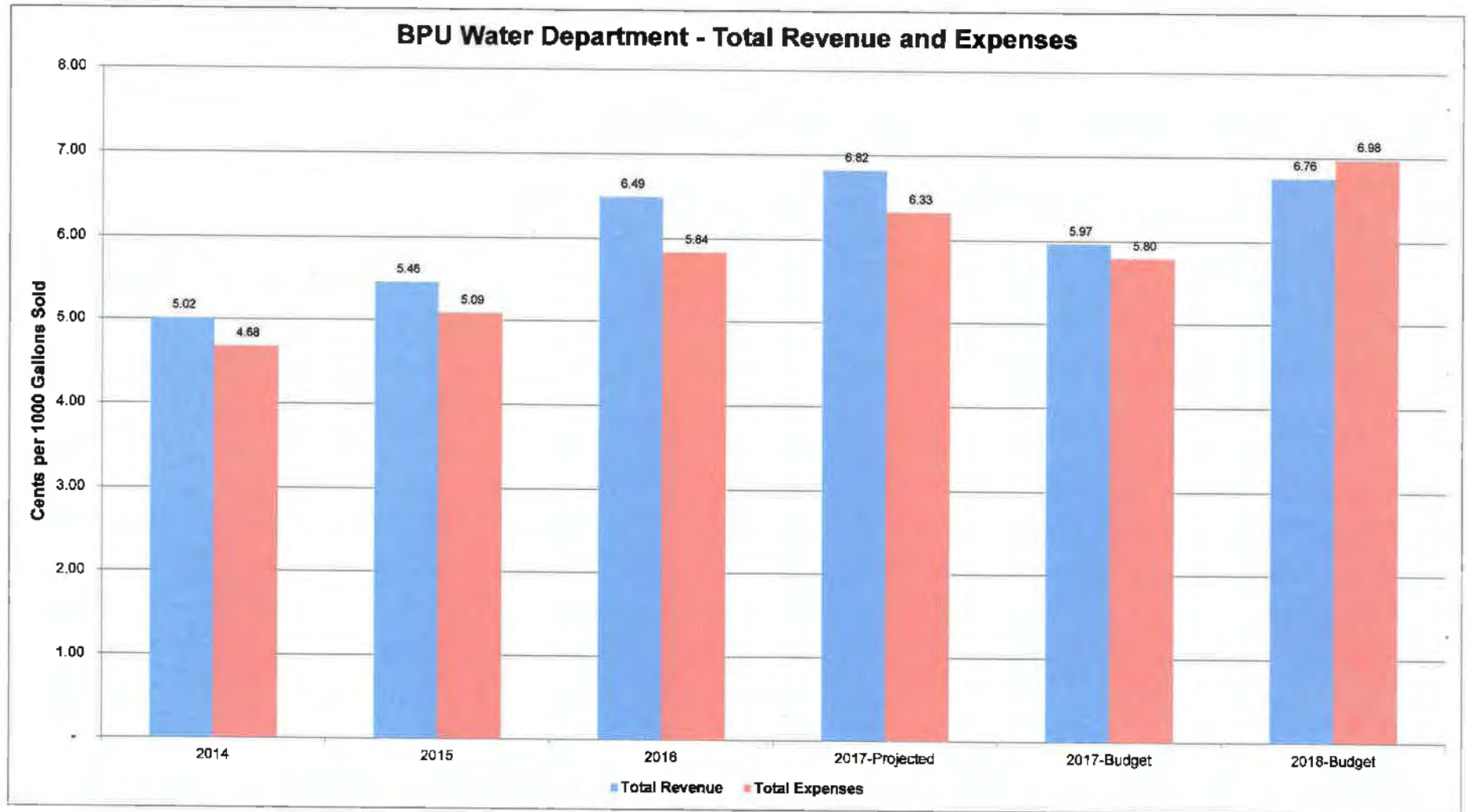
BPU Electric Department - Customer kWh Sales



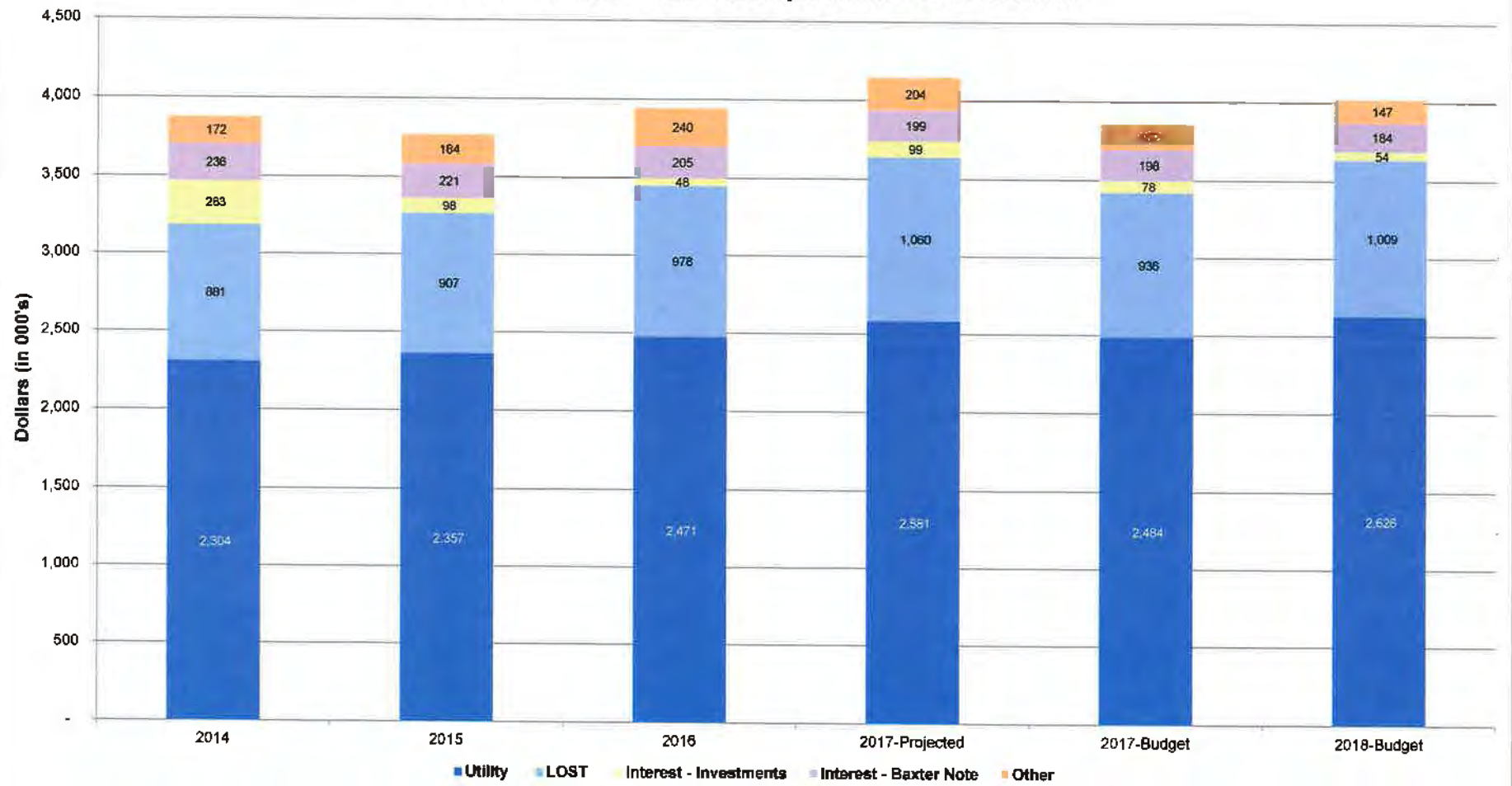




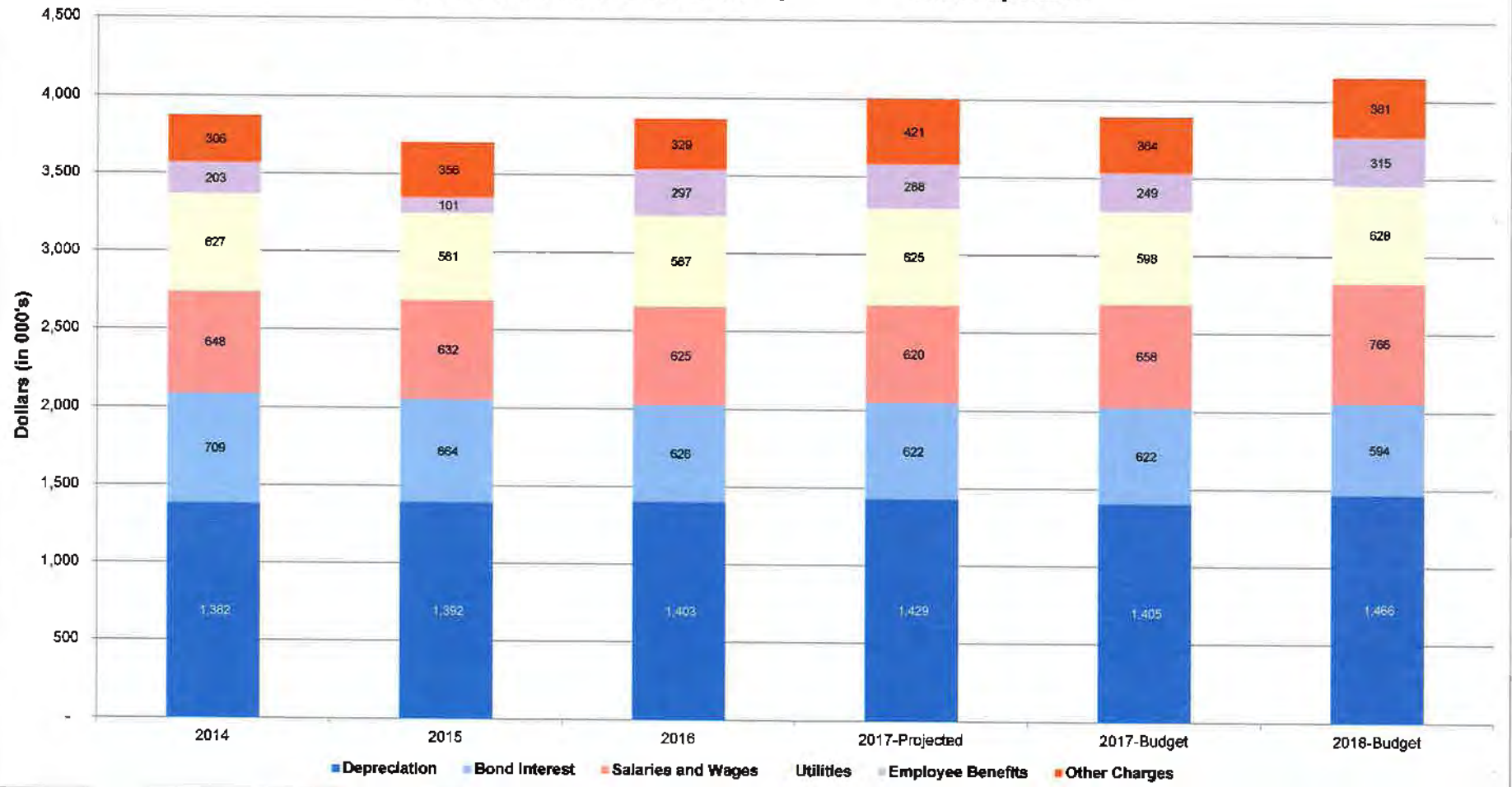




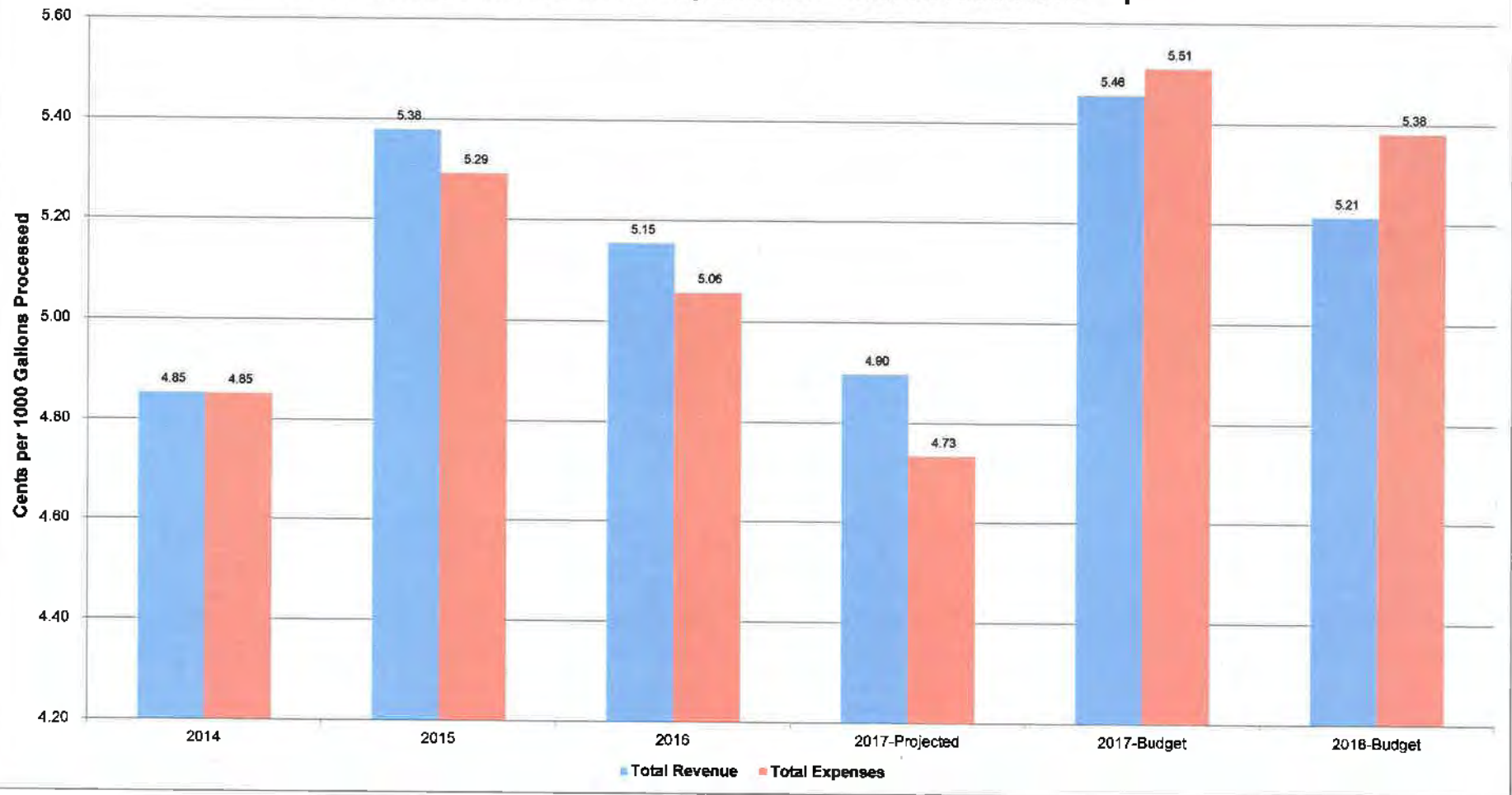
BPU Wastewater Treatment Department - Total Revenue

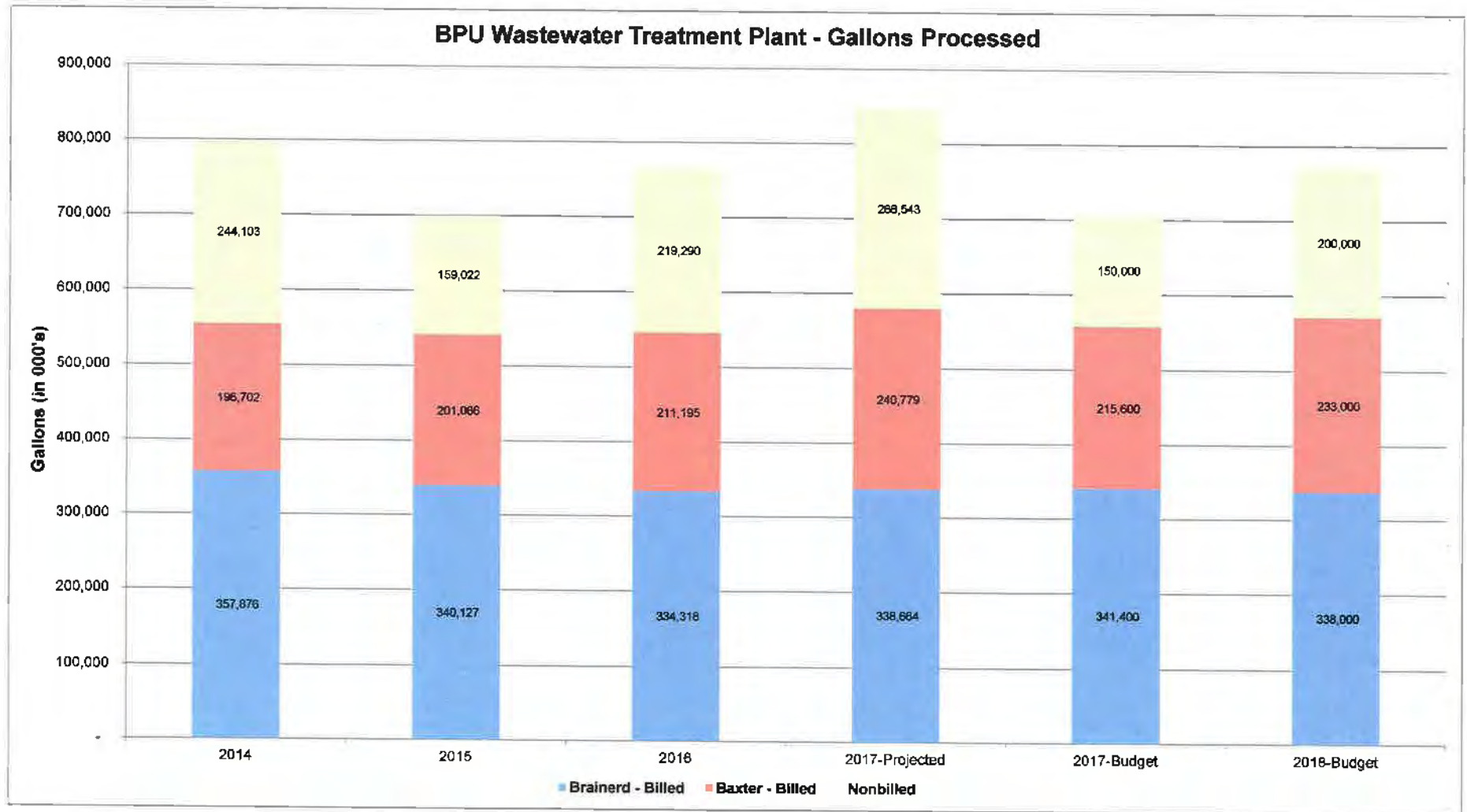


BPU Wastewater Treatment Department - Total Expenses



BPU Wastewater Treatment Department - Total Revenue and Expenses





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

December 4, 2017
City Council Chambers
6:30 PM

1. 2017 and 2018 Capital Improvement Program Review
2. 911 Kingwood Street Nuisance Assessment
3. Improvements 14-03, 16-13, and 14-01 Final Estimates
4. SEH Fee Amendment Proposal – 2019 Garfield Safe Routes to School Phase II and Phase III

Adjourn by 7:00 p.m. to Joint Closed Session Pursuant to MN Statutes, 13D.05, Subd.3 (b) with BPU Commissioners under Attorney-Client Privilege to discuss the pending annexation proceeding and the lawsuit by the City of Baxter concerning franchise fees.



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date:

Title of Item:

☐ 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:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
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 <u>Please Explain:</u>	



MEMO

TO: Safety and Public Works Committee

FROM: Paul Sandy, City Engineer

DATE: November 27, 2017

SUBJECT: 2017 Capital Improvement Program Recap and 2018 Capital Improvement Program Overview

This memo is to provide the Committee and Council an overview of our 2017 Capital Improvement Program street, sewer, and maintenance activities as well as providing the same an overview of the 2018 program with estimated project costs to date.

2017 Capital Improvement Program Recap

The 2017 construction year was a busy year for staff, which consisted of just under \$2,000,000 in street and sewer construction and maintenance activities. In total, there were 9 construction and maintenance projects that were completed or substantially completed in 2017, as I will detail below. Also attached to this memo is a spreadsheet outlining total project costs in 2017, either estimated or final, dependent on project status to this point and the project costs for the 2018 capital projects along with maps depicting project locations.

2017 Maintenance Projects (Striping, Patching, Crack Sealing, Chip Sealing)

Improvement 17-01 – 2017 Street Striping

The City of Brainerd joined onto Crow Wing County's striping contract to complete striping on all the streets in the City. While City staff complete the crosswalk painting on a yearly basis, we typically contract out all our long line and arrow work to a contractor that has the equipment to do so. Although the City has not been invoiced for the work to date from the County, Staff anticipates that the final construction costs will be around \$12,000. Total construction and engineering costs are estimated to be approximately \$14,753.21. This is typically a \$20,000 project in our 5-year Capital Improvement Program.

Improvement 17-02 – 2017 Seal Coating

The 2017 Seal Coat Project consisted of seal coating numerous streets in north Brainerd constructed in the early 2000's including Kingwood Street, N 2nd Street, N 5th Street, N 9th

Street, N 10th Street, Holly Street, SE 28th Street, and the streets around Garfield School constructed in 2014. The contract cost for the project originally was \$106,000. Through negotiations with the contractor, Asphalt Preservation Company, the City added on SE 28th Street and the streets around Garfield school at the same unit prices, which brought the contract cost to approximately \$125,000. Total construction and engineering cost was \$131,485.08. This is typically a \$150,000 project in the City's 5-year Capital Improvement program.

Improvement 17-03 – 2017 Crack Sealing

The City contracts with a contractor to perform crack sealing on a yearly basis with the City usually supplying the crack filling material to the Contractor at the State contract unit price. In 2017, Anderson Brothers performed approximately 60,000 linear feet of crack sealing the Buffalo Hills/south Brainerd area. Total construction and engineering cost including the purchasing of the crack filling material was \$22,727.12. This is typically a \$25,000 project in the City's 5-year Capital Improvement Program.

Improvement 17-04 – 2017 Street Patching

On top of our general pothole patching that City personnel perform; the City usually lets a contract for large patches on City streets. This is generally areas such as alley crossings or intersections on streets that are not in the 5-year plan and need repair. In 2017, the City contracted with Anderson Brothers to patch 9 separate locations. Total construction and engineering cost for the project was \$10,296.67. This is typically a \$10,000 project in the City's 5-year Capital Improvement Program.

Improvements 15-12 and 16-10 (Locally Funded Improvement Projects) – NW Brainerd Resurfacing and S 6th Street East Frontage Road Reconstruction

In 2017, the City contracted with Anderson Brother's Construction to resurface or reconstruct numerous streets in northwest Brainerd including NW 5th Street, Williams Street, James Street, NW 3rd Street, NW 7th Street, NW 8th Street, and the S 6th Street East Frontage Road. The Frontage Road and NW Streets were separate Improvement numbers, but were joined under one locally funded contract awarded to Anderson Brothers. The project in NW Brainerd included a full subcut of the existing section and resurfacing of the street to a 9-ton design including the replacement of driveways, storm and sanitary castings, and some curb replacements. One block on NW 3rd Street was completely reconstructed as part of the project. The project on the East Frontage Road was a complete reconstruct with the addition of curb and gutter and storm sewer and the construction of the street to a 7-ton design standard. While the projects are considered substantially complete and open to traffic, there are items on these projects that are yet to be finished in 2018 including topsoil/seeding/mulching/permanent erosion control measures. The total contract cost on these joined projects was \$773,103.10. Final construction costs are anticipated to be approximately \$790,272.00. This is approximately 2.2% over contract cost for the construction. Total construction and engineering costs are anticipated to be \$877,425.00. Engineering accounted for approximately 11.03% of the construction costs (staff typically uses 15% for estimate purposes).

Improvements 14-01, 14-03, and 16-13 (State Aid Funded Improvement Projects) – Oak Street Mill and Overlay, Jackson Street Resurfacing, and Buffalo Hills Lane Resurfacing

In 2017, the City contracted with Tri-City Paving to resurface Oak Street from S 6th Street to SE 19th Street, Jackson Street from NW 4th Street to the City limits, and Buffalo Hills Lane from S 6th

Street to Graydon Avenue. These were all separate Improvement numbers, but were joined under one State Aid contract awarded to Tri-City Paving. The project on Oak Street consisted of a mill and overlay to improve the pavement strength and take care of the rutting problem that the pavement section was experiencing along with ADA improvements and casting replacements on the entire corridor. The project on Jackson Street and Buffalo Hills Lane projects consisted of a complete subcut of the existing section, replacement of driveways, minor curb replacement, construction of a sidewalk, sanitary and storm casting replacements, and construction of the street to a 9-ton State Aid design standard. The projects have been completed, with the final estimates going in front of the Personnel and Finance Committee and Safety and Public Works Committee for approval at this meeting. Total revised contract cost with the change orders included was \$1,046,763.23. Combined contract construction cost was \$1,031,382.57. Total construction and engineering cost was \$1,246,575.09 of which \$1,230,625.52 is reimbursable through State Aid. The final State Aid payment application will be submitted after the December 4, 2017 Council Meeting to State Aid finance.

2018 Capital Improvement Plan

The 2018 Capital Improvement Plan has been discussed somewhat at a committee level in previous meetings, but staff wanted to provide the opportunity to the committee and begin a public process for the planned Improvement projects in 2018.

Improvement 12-14 – S 6th Street Reconstruction – City/BPU Utility Replacement and City Signal Light Participation

MnDOT and the City have been working over numerous years on the plans for reconstruction of S 6th Street (TH 371B). The reconstruction includes a full replacement of all City utilities (sewer and water) along with new storm sewer, curb and gutter, sidewalks, lighting, signals, and surfacing. This is a MnDOT contract that was awarded to Tom's Backhoe Service earlier this fall. Clearing and grubbing of trees has already commenced on the project and work on the roadway itself is planned for early spring 2018. The total contracted cost for the project that has been awarded is \$5,741,885.02. The City/BPU's share of the project is \$1,854,331.13. The City's share is for the sanitary sewer and share of the signals is \$989,657.78 of which \$397,798.43 reimbursable through State Aid (signal construction). BPU's share is \$864,673.35 for the watermain portion of the project. The project is anticipated to last the duration of the summer, with completion in fall of 2018. City project expenses are anticipated to come out of Sanitary Sewer Fund 237 and the City's State Aid account. Bond issuance is anticipated to pay for the sanitary sewer portion of the project.

Improvement 17-10 – SE Sanitary Sewer Reconstruction – Alley Oak Street to Pine Street, SE 11th Street to SE 19th Street Gravity Sewer Replacement

City staff have been working in developing a sanitary sewer replacement project in the above listed location. Multiple sewers in southeast Brainerd are reaching the critical condition, and will be in major need of replacement in the coming years. This project takes care of a large portion of the critical sewers in southeast, and is linear in nature so that the contractor can start on one end and complete the entire run of sewer serving this area. We have experienced numerous sewer collapses in southeast in the last few years, which is a clear indication that the sewer in this area need rehabilitation or replacement soon. Total estimated construction and engineering costs for this project is \$398,775 which includes just over \$350,000 in construction costs and approximately \$45,000 in engineering expenses. All expenses are expected to come out of the

Sanitary Sewer fund 237, but it is anticipated that bonds will need to be issued for the cost of this project along with the S 6th Street bond issuance.

Improvement 17-13 – Brook Street and S 10th Street Resurfacing and Storm Sewer Rehabilitation – Brook Street from S 8th Street to SE 13th and S 10th Street from Willow Street to Dead End – S 10th Street Storm Sewer Rehabilitation

Since discussion at prior meetings on Brook Street, staff has been developing a project to resurface both Brook Street and S 10th Street along with rehabilitating the storm sewer that is causing most of the street damage on S 10th Street. Currently, there is 2,000 feet of 33-inch storm sewer that runs directly under S 10th Street. City maintenance staff have had the sewer camera inside of the storm sewer and have found large separations in the joints of the storm sewer pipes. These gaps, along with the soil conditions in southeast Brainerd, allow for silt and sediment to travel into the pipe, which causes for voids around the pipe that cause damage to the overlying street. The voids from this issue are causing S 10th Street to heave and settle where the voids exist, causing the street to become in major disrepair. On a staff level, we have discussed options for replacement of the storm sewer. The depth of the storm sewer causes for issues in replacement, such as displacement of other utilities such as water main and sanitary sewer, which are above the storm sewer in this instance. These other utilities having to be displaced, moved, or replaced inevitably drive up project costs for the storm sewer replacement. Besides the joints in the pipe, the pipe is still considered to be in good condition, so replacement may not be warranted in this instance. Staff is proposing to rehabilitate the pipe by use of grout to fill voids at the joints, and then a cured in place pipe liner to complete the section of storm sewer. This will act as a barrier to the groundwater/sediment entering the pipe from the surrounding ground and stop S 10th Street from caving in above the pipe. With this project, the structures would be rehabilitated with a cementitious material to complete the rehabilitation on the storm system. Crow Wing County staff have a proposed joint project with City staff to complete manhole rehabilitations as a separate project with the City. This may be in the best interest for the City to pursue a joint project with Crow Wing County on the manhole rehabilitations, as this will help to drive costs down with more manholes to rehabilitate. Staff feels this is the best option because of all the other existing utilities in the way of replacement of the storm sewer and staff also identifies the need to rehabilitate the storm pipe before any work on the surface of S 10th Street takes place.

The street resurfacing on Brook Street and S 10th Street would consist of a full depth reclamation of the existing pavement section, regrading, and construction to a 7-ton road design. Staff is also proposing to replace all storm and sanitary sewer castings as part of the project. There is a 2-block segment of Brook Street between S 8th Street and S 10th Street that staff is proposing full curb replacement, as the curb on these two blocks is the old V style curb and not the new style B618 curb which has a heavier section and more defined gutter.

Staff is estimating the total project cost with engineering and construction to be to be approximately \$820,000. The storm sewer rehabilitation cost is estimated to be just under \$350,000, the resurfacing cost on S 10th Street is estimated to be just over \$160,000, and the resurfacing cost on Brook Street is estimated to be just over \$215,000. Total engineering on all the projects is estimated to be approximately just under \$95,000, which is 15% of the total and may vary (staff anticipates it may be lower than this). Cost splits are anticipated to be just over \$404,000 to Storm Sewer Fund 238, \$17,000 to Sanitary Sewer Fund 237, and \$399,000 out of construction fund 401, with approximately \$179,000 of that \$399,000 being assessed to benefitting properties along Brook Street and S 10th Street.

2018 Maintenance Projects

Through the winter of 2017/2018, staff will continue to work on project development of our crack sealing, chip sealing, large patch, and striping projects for 2018 construction. Staff anticipates that a striping project may not be needed, as everything was striped in 2017, but will evaluate in the spring once the plows have been on the streets over the winter.

Conclusion

Staff will seek the committee's direction and guidance to continue with project development and to begin public input for all the 2018 capital improvement projects. Staff is also continuing to work on formalizing the 5-year street and sewer capital plan, which will be brought forward to the committee for review, comment, and revisions in the late winter/spring of 2018.

Summary of 2017 Construction Projects and Costs

Improvement	Improvement Type	Street	Original Contract Amount	Revised Contract Amount	Construction Cost	Engineering Costs	Total Costs	State Aid Construction Reimbursement	Maximum State Aid Engineering Reimbursement (25%)	State Aid Eligible Engineering Costs	State Aid Engineering Reimbursement	% Over/Under Contract	% Engineering to Construction Cost	
17-01 *	Striping	Various	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 2,753.21	\$ 14,753.21	\$ -	\$ -	\$ -	\$ -	60.00%	22.94%	
17-02	Chip Sealing	Various (North Brainerd, 28th Street, Garfield Streets)	\$ 105,797.01	\$ 105,797.00	\$ 124,773.47	\$ 6,711.61	\$ 131,485.08	\$ -	\$ -	\$ -	\$ -	117.94%	5.38%	
17-03	Crack Sealing	Various (South Brainerd and Buffalo Hills)	\$ 18,301.50	\$ 18,301.50	\$ 21,057.90	\$ 1,669.22	\$ 22,727.12	\$ -	\$ -	\$ -	\$ -	115.06%	7.93%	
17-04	Street Patching	Various	\$ 9,863.00	\$ 9,863.00	\$ 9,863.00	\$ 433.67	\$ 10,296.67	\$ -	\$ -	\$ -	\$ -	100.00%	4.40%	
15-12 *	Total Reconstruction	S 6th Street East Frontage Road (Wright Street to CR 117)	\$ 307,729.75	\$ 307,729.75 9,863.00	\$ 310,200.00	\$ 37,969.00	\$ 348,169.00	\$ -	\$ -	\$ -	\$ -	100.80%	12.24%	
16-10 *	Pavement Resurfacing	NW Brainerd (James, Williams, NW 7th, NW 8th, NW 3rd, NW 5th)	\$ 465,373.35	\$ 465,373.35	\$ 480,072.00	\$ 49,183.72	\$ 529,255.72	\$ -	\$ -	\$ -	\$ -	103.16%	10.25%	
14-03	Pavement Resurfacing	Jackson Street (NW 4th to City Limits)	\$ 270,736.73	\$ 270,062.56	\$ 259,701.93	\$ 76,449.22	\$ 336,151.15	\$ 259,701.93	\$ 64,925.48	\$ 71,301.63	\$ 64,925.48	96.16%	29.44%	
16-13	Pavement Resurfacing	Buffalo Hills Lane (S 6th Street to Graydon Avenue)	\$ 272,820.75	\$ 278,700.75	\$ 297,428.65	\$ 48,422.00	\$ 345,850.65	\$ 297,428.65	\$ 74,357.16	\$ 48,076.86	\$ 48,076.86	106.72%	16.28%	
14-01	Mill/Overlay (Pavement Rehabilitation)	Oak Street (S 6th Street to SE 19th Street)	\$ 495,571.42	\$ 497,999.92	\$ 474,251.99	\$ 90,321.30	\$ 564,573.29	\$ 474,251.99	\$ 118,563.00	\$ 86,240.61	\$ 86,240.61	95.23%	19.05%	
Totals			Total	\$ 1,966,193.51	\$ 1,973,827.83	\$ 1,989,348.94	\$ 313,912.95	\$ 2,303,261.89	\$ 1,031,382.57	\$ 257,845.64	\$ 205,619.10	\$ 199,242.95	N/A	N/A
			Local	\$ 927,064.61	\$ 927,064.60	\$ 957,966.37	\$ 98,720.43	\$ 1,056,686.80	\$ -	\$ -	\$ -	\$ -	N/A	N/A
			State Aid	\$ 1,039,128.90	\$ 1,046,763.23	\$ 1,031,382.57	\$ 215,192.52	\$ 1,246,575.09	\$ 1,031,382.57	\$ 257,845.64	\$ 205,619.10	\$ 199,242.95	N/A	N/A
*Note - Projects with a * have not been completed to date. Total costs and engineering based upon estimate to date of remaining work.										Average	Total	100.79%	15.78%	
											Local	103.33%	10.31%	
											State Aid	98.53%	20.86%	
	2017 Maintenance (Local Funded)													

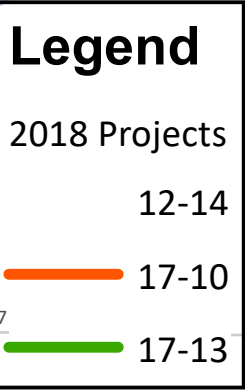
2017 Maintenance (Local Funded)

2017 Local Funded

2017 State Aid Funded

2018 Capital Improvement Program Summary

Improvement	Construction Fund 401	Assessed	Sanitary Sewer Fund 237	Storm Sewer Fund 238	State Aid	Water (BPU)	Total Project
Improvement 12-14: S 6th Street Reconstruction	\$ -	\$ -	\$ 591,859.35	\$ -	\$ 397,798.43	\$ 864,673.35	\$ 1,854,331.13
Improvement 17-10: SE Alley Sewer Replacement	\$ -	\$ -	\$ 398,775.00	\$ -	\$ -	\$ -	\$ 398,775.00
Improvement 17-13: Brook Street and S 10th Resurfacing and Storm Sewer Rehabilitation	\$ 397,618.00	\$ 178,685.00	\$ 16,900.00	\$ 403,787.00	\$ -	\$ -	\$ 818,305.00
Totals	\$ 397,618.00	\$ 178,685.00	\$ 1,007,534.35	\$ 403,787.00	\$ 397,798.43	\$ 864,673.35	\$ 3,071,411.13





Brainerd City Council Agenda Request

Agenda Item # _____

Requested Meeting Date:

Title of Item:

- ☐ INFORMATION ONLY
☐ CONSENT AGENDA
☐ P&F COMMITTEE
☐ SPW COMMITTEE
☐ MAIN AGENDA

Action Requested:

- ☐ Approve/Deny Motion
☐ Adopt Resolution (attach draft) **provide copy of published hearing notice*
- ☐ Direction Requested
☐ Discussion Item
☐ Hold Public Hearing*
☐ Ordinance 1st Reading

Submitted by:

Department:

Presenter (Name & Title):

Estimated Time Needed:

Summary of Issue:

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

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
Please Explain:

2017 Minnesota Statutes

[Authenticate](#)

429.071 SUPPLEMENTAL ASSESSMENTS; REASSESSMENT.

Subdivision 1. **Supplemental assessments.** The council may make supplemental assessments to correct omissions, errors, or mistakes in the assessment relating to the total cost of the improvement or any other particular. A supplemental assessment shall be preceded by personal or mailed notice to the owner of each parcel included in the supplemental assessment and a hearing as provided for the original assessment.

Subd. 2. **Reassessment.** When an assessment is, for any reason whatever, set aside by a court of competent jurisdiction as to any parcel or parcels of land, or in event the council finds that the assessment or any part thereof is excessive or determines on advice of the municipal attorney that the assessment or proposed assessment or any part thereof is or may be invalid for any reason, the council may, upon notice and hearing as provided for the original assessment, make a reassessment or a new assessment as to such parcel or parcels.

§ Subd. 3. **Reapportionment upon land division.** When a tract of land against which a special assessment has been levied is thereafter divided or subdivided by plat or otherwise, the council may, on application of the owner of any part of the tract or on its own motion equitably apportion among the various lots or parcels in the tract all the installments of the assessment against the tract remaining unpaid and not then due if it determines that such apportionment will not materially impair collection of the unpaid balance of the original assessment against the tract. The council may, and if the special assessment has been pledged to the payment of improvement warrants shall, require the owner or owners, as a condition of such apportionment, to furnish a satisfactory surety bond fully protecting the municipality against any loss resulting from failure to pay any part of the reapportionment assessment when due. Notice of such apportionment and of the right to appeal shall be mailed to or personally served upon all owners of any part of the tract. Within 30 days after the mailing or service of the notice of such apportionment any such owner may appeal as provided in section [429.081](#).

Subd. 4. **Reassessment, tax-forfeited land.** When a parcel of tax-forfeited land is returned to private ownership and the parcel is benefited by an improvement for which special assessments were canceled because of the forfeiture, the municipality that made the improvement may, upon notice and hearing as provided for the original assessment, make a reassessment or a new assessment as to the parcel in an amount equal to the amount remaining unpaid on the original assessment.

History: [1953 c 398 s 7](#); [1957 c 366 s 1](#); [1961 c 525 s 8](#); [1965 c 877 s 4](#); [1976 c 259 s 1](#)

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SUBJECT PROPERTY	CITATION NO.	CITATION DATE	PROPERTY OWNER NAME	ADDRESS 1	ADDRESS 2	RE CODE	CITATION AMOUNT
911 KINGWOOD ST	UV2016-00104	11/28/16	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	12/09/16	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	12/16/16	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	12/23/16	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	01/05/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	01/13/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	01/20/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	01/27/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	02/03/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	02/10/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	02/17/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	02/27/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	03/06/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	03/31/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	04/10/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	04/21/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	04/28/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	05/08/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
911 KINGWOOD ST	UV2016-00104	05/18/17	VOSS, TIMOTHY J SR & LAUREL M	911 KINGWOOD ST #1	BRAINERD, MN 56401	09196080001Z009	125.00
COUNT: 19							\$2,375.00



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date:

Title of Item:

☐ 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:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
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 <u>Please Explain:</u>	

CITY OF BRAINERD ENGINEERING

Project SAP 108-129-002 [14-03] - JACKSON STREET
Final Pay Request No. 6

Contractor:	Tri-City Paving, Inc. P.O. Box 326 Little Falls, MN 56345
-------------	---

Contract No.	2017-1
Vendor No.	N/A
For Period:	10/12/2017 - 11/20/2017
Warrant # _____	Date _____

Contract Amounts

Original Contract	\$270,736.73
Contract Changes	(\$674.17)
Revised Contract	\$270,062.56

Work Certified To Date

Base Bid Items	\$260,376.10
Backsheet	(\$3,274.17)
Change Order	\$2,600.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$259,701.93

Funds Encumbered

Original	\$270,736.73
Additional	N/A
Total	\$270,736.73

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 108-129-002 [14-03]	(\$1,972.17)	\$259,701.93	\$0.00	\$248,590.39	\$11,111.54	\$259,701.93
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$11,111.54	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed,
that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed
in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Sandy, Paul G
1b0d1f1698bccdd96a134807dd49bdf
12ab9d1ee74476cec9f05532b6982711

County/City/Project Engineer
11/21/2017

Approved By
Schneider, Michelle A
1e579d835e17664749892197bbb7d759
5195cffe23952c439e3cbdd9b804eb81

Contractor

CITY OF BRAINERD ENGINEERING

Project SAP 108-129-002 [14-03] - JACKSON STREET
Final Pay Request No. 6

Contractor:	Tri-City Paving, Inc. P.O. Box 326 Little Falls, MN 56345
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Contract No.	2017-1
Vendor No.	N/A
For Period:	10/12/2017 - 11/20/2017
Warrant #	_____ Date _____

Date

11/22/2017

Date

CITY OF BRAINERD ENGINEERING

Project No. SAP 108-129-002 [14-03]

Final Pay Request No. 6

SAP 108-129-002 [14-03] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/15/2017	05/26/2017	\$122,749.00	\$6,137.45	\$116,611.55
2	05/27/2017	06/23/2017	\$74,570.50	\$3,728.53	\$70,841.97
3	06/24/2017	07/28/2017	\$59,413.60	\$2,970.68	\$56,442.92
4	07/29/2017	09/22/2017	\$2,341.00	\$117.05	\$2,223.95
5	09/23/2017	10/11/2017	\$2,600.00	\$130.00	\$2,470.00
6	10/12/2017	11/20/2017	(\$1,972.17)	(\$13,083.71)	\$11,111.54
Totals:			\$259,701.93	\$0.00	\$259,701.93

SAP 108-129-002 [14-03] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
010	259,701.93	0.00	248,590.39	11,111.54	259,701.93
Totals:	\$259,701.93	\$0.00	\$248,590.39	\$11,111.54	\$259,701.93

SAP 108-129-002 [14-03] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
401-41403-5530	Municipal (MSAS > 5000)	11,111.54	270,062.56	270,736.73	259,701.93
Totals:		\$11,111.54	\$270,062.56	\$270,736.73	\$259,701.93

Project No. SAP 108-129-002 [14-03]
Final Pay Request No. 6

[illegible]

CITY OF BRAINERD ENGINEERING

Project No. SAP 108-129-002 [14-03]

Final Pay Request No. 6

SAP 108-129-002 [14-03] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
22	2521.501	6" CONCRETE WALK	S F	\$6.00	717	0	\$0.00	752	\$4,512.00
23	2531.501	CONCRETE CURB & GUTTER DESIGN B624	L F	\$22.00	930	0	\$0.00	924	\$20,328.00
24	2531.507	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$70.00	111	0	\$0.00	87	\$6,090.00
25	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$80.00	56	0	\$0.00	100	\$8,000.00
26	2531.618	TRUNCATED DOMES	S F	\$40.00	111	0	\$0.00	141	\$5,640.00
27	2540.604	INSTALL LANDSCAPE ROCK	S Y	\$100.00	10	0	\$0.00	10	\$1,000.00
28	2563.601	TRAFFIC CONTROL	LS	\$3,000.00	1	0	\$0.00	1	\$3,000.00
29	2563.602	RAISED PAVEMENT MARKER TEMPORARY	EACH	\$1.50	49	0	\$0.00	45	\$67.50
30	2571.502	DECIDUOUS TREE 2" CAL B&B	TREE	\$595.00	9	0	\$0.00	6	\$3,570.00
31	2572.602	TREE PRUNING	EACH	\$150.00	4	0	\$0.00	6	\$900.00
32	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$125.00	11	0	\$0.00	12	\$1,500.00
33	2573.550	EROSION CONTROL SUPERVISOR	LS	\$500.00	1	0	\$0.00	1	\$500.00
34	2574.525	COMMON TOPSOIL BORROW (LV)	C Y	\$25.00	192	0	\$0.00	269	\$6,725.00
35	2575.555	TURF ESTABLISHMENT	LS	\$1,950.00	1	0	\$0.00	1	\$1,950.00
36	2575.571	RAPID STABILIZATION METHOD 3	MGAL	\$100.00	3	0	\$0.00	0	\$0.00
37	2582.501	PAVT MSSG EPOXY	S F	\$6.20	374	210	\$1,302.00	389	\$2,411.80
38	2582.502	4" SOLID LINE EPOXY - WHITE	L F	\$0.23	1689	0	\$0.00	1809	\$416.07
39	2582.502	4" SOLID LINE EPOXY - YELLOW	L F	\$0.23	2394	0	\$0.00	2611	\$600.53
40	2582.502	4" BROKEN LINE EPOXY - YELLOW	L F	\$0.06	1764	0	\$0.00	400	\$24.00
41	2582.503	CROSSWALK EPOXY	S F	\$2.85	450	0	\$0.00	432	\$1,231.20
Totals For Section JACKSON STREET:							\$1,302.00		\$260,376.10
Backsheet 1 - Low AFT's Deduct									
43	2360.501	LOW AFT DEDUCTION	LS	(\$3,274.17)	1	1	(\$3,274.17)	1	(\$3,274.17)

CITY OF BRAINERD ENGINEERING

Project No. SAP 108-129-002 [14-03]

Final Pay Request No. 6

SAP 108-129-002 [14-03] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Totals For Backsheet 1 - Low AFT's Deduct:							(\$3,274.17)		(\$3,274.17)
Change Order 1 - 50 LF Pipe Railing									
42	2402.585	PIPE RAILING	L F	\$52.00	50	0	\$0.00	50	\$2,600.00
Totals For Change Order 1 - 50 LF Pipe Railing:							\$0.00		\$2,600.00
Project Totals:							(\$1,972.17)		\$259,701.93

SAP 108-129-002 [14-03] Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
SA1	Supplemental Agreement	5/4/2017	WHEREAS: The SALT Schedule of Materials Control - Local Government Agency provides for the Contractor QC Testing to provide for moisture content tests during all compaction methods for aggregate base Specification 3138 at the rate of 1 test/1,000 yd ³ .; and WHEREAS: The Engineer and Contractor have mutually agreed that the moisture testing for materials under specification 3138 would be better suited being performed by the Engineer's materials testing personnel under Acceptance Testing - QA at a rate of 1 test/1,000 yd ³ . NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT: Moisture Content Test During All Compaction Methods QC Testing Rates for Aggregate Base Specification 3138 will be performed by the Engineer's testing personnel under Minimum Required Agency Acceptance Testing - QA at a rate of 1 test/1,000 yd ³ .	\$0.00	\$0.00
CO1	Change Order	9/8/2017	Addition of a total of 50 LF of Pipe Railing (2402.585) to project along walkway to 624 5th Street NW where retaining wall installed.	\$2,600.00	\$2,600.00
BK1	Backsheet	11/20/2017	Bituminous Materials Testing: Tri-City had low AFT's on test 203 & 204. Tri-City to take 10% deduct for day's production. Deduct of \$3,274.17.	(\$3,274.17)	(\$3,274.17)
Contract Change Totals:				(\$674.17)	(\$674.17)

CITY OF BRAINERD ENGINEERING

Project SAP 108-136-003 [16-13] - BUFFALO HILLS LANE
Final Pay Request No. 4

Contractor:	Tri-City Paving, Inc. P.O. Box 326 Little Falls, MN 56345
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Contract No.	2017-1
Vendor No.	N/A
For Period:	9/23/2017 - 11/20/2017
Warrant # _____	Date _____

Contract Amounts

Original Contract	\$272,820.75
Contract Changes	\$5,880.00
Revised Contract	\$278,700.75

Work Certified To Date

Base Bid Items	\$291,674.65
Backsheet	\$0.00
Change Order	\$5,754.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$297,428.65

Funds Encumbered

Original	\$272,820.75
Additional	N/A
Total	\$272,820.75

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 108-136-003 [16-13]	\$5,754.00	\$297,428.65	\$0.00	\$277,090.92	\$20,337.73	\$297,428.65
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$20,337.73	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed,
that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed
in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Sandy, Paul G
fab612d6e4748968c799334ad26098fa
1921ac35c2c65f46047b984f4fd52d3a

County/City/Project Engineer
11/21/2017

Approved By
Schneider, Michelle A
c6b98d2bd47f831c941ebd9f5e0bc4e9
6578c0571ff3c7804af2101966b96d93

Contractor

CITY OF BRAINERD ENGINEERING

Project SAP 108-136-003 [16-13] - BUFFALO HILLS LANE
Final Pay Request No. 4

Contractor:	Tri-City Paving, Inc. P.O. Box 326 Little Falls, MN 56345
-------------	---

Contract No.	2017-1
Vendor No.	N/A
For Period:	9/23/2017 - 11/20/2017
Warrant #	_____ Date _____

Date

11/22/2017

Date

CITY OF BRAINERD ENGINEERING

Project No. SAP 108-136-003 [16-13]

Final Pay Request No. 4

SAP 108-136-003 [16-13] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	06/24/2017	07/28/2017	\$6,375.00	\$318.75	\$6,056.25
2	07/29/2017	08/25/2017	\$283,553.85	\$14,177.69	\$269,376.16
3	08/26/2017	09/22/2017	\$1,745.80	\$87.29	\$1,658.51
4	09/23/2017	11/20/2017	\$5,754.00	(\$14,583.73)	\$20,337.73
Totals:			\$297,428.65	\$0.00	\$297,428.65

SAP 108-136-003 [16-13] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
010	297,428.65	0.00	277,090.92	20,337.73	297,428.65
Totals:	\$297,428.65	\$0.00	\$277,090.92	\$20,337.73	\$297,428.65

SAP 108-136-003 [16-13] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
401-41613-5530	Municipal (MSAS > 5000)	20,337.73	278,700.75	272,820.75	297,428.65
Totals:		\$20,337.73	\$278,700.75	\$272,820.75	\$297,428.65

CITY OF BRAINERD ENGINEERING

Project No. SAP 108-136-003 [16-13]

Final Pay Request No. 4

SAP 108-136-003 [16-13] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
BUFFALO HILLS LANE									
1	2021.501	MOBILIZATION	LS	\$1,500.00	1	0	\$0.00	1	\$1,500.00
2	2104.501	REMOVE CONCRETE CURB & GUTTER	L F	\$2.00	1036	0	\$0.00	1177	\$2,354.00
3	2104.503	REMOVE CONCRETE SIDEWALK	S F	\$1.00	1029	0	\$0.00	1462	\$1,462.00
4	2104.505	REMOVE CONCRETE VALLEY GUTTER	L F	\$20.00	22	0	\$0.00	25	\$500.00
5	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$3.00	64	0	\$0.00	75	\$225.00
6	2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	\$1.00	12043	0	\$0.00	12517	\$12,517.00
7	2104.509	REMOVE CASTING	EACH	\$50.00	21	0	\$0.00	21	\$1,050.00
8	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.00	476	0	\$0.00	597	\$1,791.00
9	2105.501	COMMON EXCAVATION (P)	C Y	\$7.00	1747	0	\$0.00	1747	\$12,229.00
10	2105.541	STABILIZING AGGREGATE	C Y	\$25.00	50	0	\$0.00	0	\$0.00
11	2130.501	WATER	MGAL	\$1.00	50	0	\$0.00	43	\$43.00
12	2211.501	AGGREGATE BASE CLASS 5	TON	\$14.00	3259	0	\$0.00	3966	\$55,524.00
13	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2;C)	TON	\$44.00	2661	0	\$0.00	2723	\$119,812.00
14	2504.602	ADJUST VALVE BOX-WATER	EACH	\$300.00	9	0	\$0.00	9	\$2,700.00
15	2506.516	CASTING ASSEMBLY	EACH	\$550.00	21	0	\$0.00	21	\$11,550.00
16	2506.602	CASTING SEAL	EACH	\$200.00	11	0	\$0.00	11	\$2,200.00
17	2521.501	4" CONCRETE WALK	S F	\$5.00	1084	0	\$0.00	1515	\$7,575.00
18	2521.501	6" CONCRETE WALK	S F	\$6.00	376	0	\$0.00	815	\$4,890.00
19	2531.501	CONCRETE CURB & GUTTER DESIGN B624	L F	\$22.00	1273	0	\$0.00	1293	\$28,446.00
20	2531.507	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$70.00	70	0	\$0.00	84	\$5,880.00

CITY OF BRAINERD ENGINEERING

Project No. SAP 108-136-003 [16-13]

Final Pay Request No. 4

SAP 108-136-003 [16-13] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$75.00	22	0	\$0.00	39	\$2,925.00
22	2531.618	TRUNCATED DOMES	S F	\$30.00	52	0	\$0.00	52	\$1,560.00
23	2563.601	TRAFFIC CONTROL	LS	\$3,000.00	1	0	\$0.00	1	\$3,000.00
24	2563.602	RAISED PAVEMENT MARKER TEMPORARY	EACH	\$1.00	88	0	\$0.00	39	\$39.00
25	2565.602	PREFORMED RIGID PVC LOOP DETECTOR	EACH	\$1,275.00	3	0	\$0.00	3	\$3,825.00
26	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$125.00	15	0	\$0.00	15	\$1,875.00
27	2573.535	STABILIZED CONSTRUCTION EXIT	LS	\$1,000.00	1	0	\$0.00	0	\$0.00
28	2573.550	EROSION CONTROL SUPERVISOR	LS	\$500.00	1	0	\$0.00	1	\$500.00
29	2574.525	COMMON TOPSOIL BORROW (LV)	C Y	\$25.00	90	0	\$0.00	72	\$1,800.00
30	2575.555	TURF ESTABLISHMENT	LS	\$1,950.00	1	0	\$0.00	1	\$1,950.00
31	2575.571	RAPID STABILIZATION METHOD 3	MGAL	\$100.00	1	0	\$0.00	0	\$0.00
32	2582.501	PAVT MSSG EPOXY	S F	\$6.20	82	0	\$0.00	83	\$514.60
33	2582.502	4" SOLID LINE EPOXY - WHITE	L F	\$0.23	125	0	\$0.00	125	\$28.75
34	2582.502	4" SOLID LINE EPOXY - YELLOW	L F	\$0.23	670	0	\$0.00	670	\$154.10
35	2582.502	4" BROKEN LINE EPOXY - YELLOW	L F	\$0.06	400	0	\$0.00	400	\$24.00
36	2582.503	CROSSWALK EPOXY	S F	\$2.85	450	0	\$0.00	432	\$1,231.20
Totals For Section BUFFALO HILLS LANE:							\$0.00		\$291,674.65
Change Order 1 - Greenwood Street Restoration									
37	2211.501	AGGREGATE BASE CLASS 5	TON	\$14.00	420	411	\$5,754.00	411	\$5,754.00
Totals For Change Order 1 - Greenwood Street Restoration:							\$5,754.00		\$5,754.00
Project Totals:							\$5,754.00		\$297,428.65

CITY OF BRAINERD ENGINEERING

Project No. SAP 108-136-003 [16-13]

Final Pay Request No. 4

SAP 108-136-003 [16-13] Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
SA1	Supplemental Agreement	5/4/2017	WHEREAS: The SALT Schedule of Materials Control - Local Government Agency provides for the Contractor QC Testing to provide for moisture content tests during all compaction methods for aggregate base Specification 3138 at the rate of 1 test/1,000 yd ³ .; and WHEREAS: The Engineer and Contractor have mutually agreed that the moisture testing for materials under specification 3138 would be better suited being performed by the Engineer's materials testing personnel under Acceptance Testing - QA at a rate of 1 test/1,000 yd ³ . NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT: Moisture Content Test During All Compaction Methods QC Testing Rates for Aggregate Base Specification 3138 will be performed by the Engineer's testing personnel under Minimum Required Agency Acceptance Testing - QA at a rate of 1 test/1,000 yd ³ .	\$0.00	\$0.00
CO1	Change Order	8/14/2017	Restoration of a the State Aid route Greenwood Street that was used as part of the detour route for the construction of Buffalo Hills Lane. 2" x 30' wide x 1,250' long = 420 Ton.	\$5,880.00	\$5,754.00
Contract Change Totals:				\$5,880.00	\$5,754.00

CITY OF BRAINERD ENGINEERING

Project SAP 108-113-007 [14-01] - OAK STREET
Final Pay Request No. 5

Contractor:	Tri-City Paving, Inc. P.O. Box 326 Little Falls, MN 56345
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Contract No.	2017-1
Vendor No.	N/A
For Period:	9/23/2017 - 11/20/2017
Warrant # _____	Date _____

Contract Amounts

Original Contract	\$495,571.42
Contract Changes	\$2,428.50
Revised Contract	\$497,999.92

Work Certified To Date

Base Bid Items	\$470,759.49
Backsheet	\$0.00
Change Order	\$3,492.50
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$474,251.99

Funds Encumbered

Original	\$495,571.42
Additional	N/A
Total	\$495,571.42

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 108-113-007 [14-01]	\$239.40	\$474,251.99	\$0.00	\$450,311.96	\$23,940.03	\$474,251.99
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$23,940.03	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed,
that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed
in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Sandy, Paul G
0ca74eb0acc9413c8132eed65d42a2b5
c689356eae122f25dfa4f6e20c5d1422

County/City/Project Engineer
11/21/2017

Approved By
Schneider, Michelle A
ccb39810cf1220fa0a83a495b6768860
8285f33c1aea2ed197cd235370fa5b94

Contractor

CITY OF BRAINERD ENGINEERING

Project SAP 108-113-007 [14-01] - OAK STREET
Final Pay Request No. 5

Contractor:	Tri-City Paving, Inc. P.O. Box 326 Little Falls, MN 56345
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Contract No.	2017-1
Vendor No.	N/A
For Period:	9/23/2017 - 11/20/2017
Warrant # _____	Date _____

Date

11/22/2017
Date

CITY OF BRAINERD ENGINEERING

Project No. SAP 108-113-007 [14-01]

Final Pay Request No. 5

SAP 108-113-007 [14-01] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/15/2017	06/23/2017	\$113,519.90	\$5,676.00	\$107,843.90
2	06/24/2017	07/28/2017	\$345,766.35	\$17,288.31	\$328,478.04
3	07/29/2017	08/25/2017	\$851.18	\$42.56	\$808.62
4	08/26/2017	09/22/2017	\$13,875.16	\$693.76	\$13,181.40
5	09/23/2017	11/20/2017	\$239.40	(\$23,700.63)	\$23,940.03
Totals:			\$474,251.99	\$0.00	\$474,251.99

SAP 108-113-007 [14-01] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
000	474,251.99	0.00	450,311.96	23,940.03	474,251.99
Totals:	\$474,251.99	\$0.00	\$450,311.96	\$23,940.03	\$474,251.99

SAP 108-113-007 [14-01] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
401-41401-5530	Municipal (MSAS > 5000)	23,940.03	497,999.92	495,571.42	474,251.99
Totals:		\$23,940.03	\$497,999.92	\$495,571.42	\$474,251.99

CITY OF BRAINERD ENGINEERING

Project No. SAP 108-113-007 [14-01]

Final Pay Request No. 5

SAP 108-113-007 [14-01] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
OAK STREET									
1	2021.501	MOBILIZATION	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
2	2104.501	REMOVE CONCRETE CURB & GUTTER	L F	\$1.50	2148	0	\$0.00	1893	\$2,839.50
3	2104.503	REMOVE CONCRETE SIDEWALK	S F	\$1.25	7073	0	\$0.00	8002	\$10,002.50
4	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$10.00	31	0	\$0.00	11	\$110.00
5	2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	\$1.00	698	0	\$0.00	684	\$684.00
6	2104.509	REMOVE CASTING	EACH	\$50.00	63	0	\$0.00	59	\$2,950.00
7	2104.511	SAWING CONCRETE PAVEMENT	L F	\$3.00	425	0	\$0.00	469	\$1,407.00
8	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.50	3624	0	\$0.00	2469	\$6,172.50
9	2104.618	SALVAGE TIMBER RETAINING WALL	S F	\$15.00	38	0	\$0.00	82	\$1,230.00
10	2105.501	COMMON EXCAVATION (P)	C Y	\$12.00	537	0	\$0.00	537	\$6,444.00
11	2211.501	AGGREGATE BASE CLASS 5	TON	\$15.00	240	0	\$0.00	155	\$2,325.00
12	2232.501	MILL BITUMINOUS SURFACE	S Y	\$0.90	25961	0	\$0.00	25460	\$22,914.00
13	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2;C)	TON	\$44.00	5068	0	\$0.00	4702	\$206,888.00
14	2504.602	ADJUST VALVE BOX-WATER	EACH	\$300.00	14	0	\$0.00	17	\$5,100.00
15	2504.602	ADJUST CURB BOX	EACH	\$300.00	2	0	\$0.00	1	\$300.00
16	2506.516	CASTING ASSEMBLY	EACH	\$550.00	63	0	\$0.00	56	\$30,800.00
17	2506.522	ADJUST FRAME & RING CASTING	EACH	\$400.00	6	0	\$0.00	8	\$3,200.00
18	2521.501	4" CONCRETE WALK	S F	\$5.00	273	0	\$0.00	4628	\$23,140.00
19	2521.501	6" CONCRETE WALK	S F	\$5.75	7809	0	\$0.00	4319	\$24,834.25
20	2531.501	CONCRETE CURB & GUTTER DESIGN B624	L F	\$23.00	2204	0	\$0.00	1945	\$44,735.00

CITY OF BRAINERD ENGINEERING

Project No. SAP 108-113-007 [14-01]

Final Pay Request No. 5

SAP 108-113-007 [14-01] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21	2531.507	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$70.00	31	0	\$0.00	75	\$5,250.00
22	2531.603	CONCRETE CURB DESIGN V	L F	\$30.00	65	0	\$0.00	42	\$1,260.00
23	2531.618	TRUNCATED DOMES	S F	\$45.00	669	0	\$0.00	625	\$28,125.00
24	2540.618	TIMBER RETAINING WALL	S F	\$28.00	38	0	\$0.00	0	\$0.00
25	2563.601	TRAFFIC CONTROL	LS	\$3,000.00	1	0	\$0.00	1	\$3,000.00
26	2563.602	RAISED PAVEMENT MARKER TEMPORARY	EACH	\$1.00	170	0	\$0.00	158	\$158.00
27	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$125.00	78	0	\$0.00	85	\$10,625.00
28	2573.550	EROSION CONTROL SUPERVISOR	LS	\$500.00	1	0	\$0.00	1	\$500.00
29	2574.525	COMMON TOPSOIL BORROW (LV)	C Y	\$25.00	105	0	\$0.00	154	\$3,850.00
30	2575.555	TURF ESTABLISHMENT	LS	\$1,950.00	1	0	\$0.00	1	\$1,950.00
31	2575.571	RAPID STABILIZATION METHOD 3	MGAL	\$100.00	3	0	\$0.00	0	\$0.00
32	2582.501	PAVT MSSG EPOXY	S F	\$6.20	438	0	\$0.00	412	\$2,554.40
33	2582.502	4" SOLID LINE EPOXY - WHITE	L F	\$0.23	9210	0	\$0.00	9742	\$2,240.66
34	2582.502	4" SOLID LINE EPOXY - YELLOW	L F	\$0.23	2712	0	\$0.00	2842	\$653.66
35	2582.502	4" BROKEN LINE EPOXY - YELLOW	L F	\$0.06	3036	0	\$0.00	3292	\$197.52
36	2582.503	CROSSWALK EPOXY	S F	\$2.85	3162	84	\$239.40	3270	\$9,319.50
Totals For Section OAK STREET:							\$239.40		\$470,759.49
Change Order 1 - Modular Block Retaining Wall									
38	2411.618	MODULAR BLOCK RETAINING WALL	S F	\$27.50	127	0	\$0.00	127	\$3,492.50
37	2540.618	TIMBER RETAINING WALL	S F	(\$28.00)	38	0	\$0.00	0	\$0.00
Totals For Change Order 1 - Modular Block Retaining Wall:							\$0.00		\$3,492.50
Project Totals:							\$239.40		\$474,251.99

CITY OF BRAINERD ENGINEERING

Project No. SAP 108-113-007 [14-01]

Final Pay Request No. 5

SAP 108-113-007 [14-01] Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
SA1	Supplemental Agreement	5/4/2017	WHEREAS: The SALT Schedule of Materials Control - Local Government Agency provides for the Contractor QC Testing to provide for moisture content tests during all compaction methods for aggregate base Specification 3138 at the rate of 1 test/1,000 yd ³ .; and WHEREAS: The Engineer and Contractor have mutually agreed that the moisture testing for materials under specification 3138 would be better suited being performed by the Engineer's materials testing personnel under Acceptance Testing - QA at a rate of 1 test/1,000 yd ³ . NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT: Moisture Content Test During All Compaction Methods QC Testing Rates for Aggregate Base Specification 3138 will be performed by the Engineer's testing personnel under Minimum Required Agency Acceptance Testing - QA at a rate of 1 test/1,000 yd ³ .	\$0.00	\$0.00
CO1	Change Order	7/11/2017	Item 2540.618 Timber Retaining Wall with a quantity of 38 SF and Unit Price of 28.00 is being replaced by Item 2411.618 Modular Block Retaining Wall with a quantity of 127 SF and Unit Price of 27.50.	\$2,428.50	\$3,492.50
Contract Change Totals:				\$2,428.50	\$3,492.50



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date:

Title of Item:

☐ 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:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
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 <u>Please Explain:</u>	

Supplemental Letter Agreement

In accordance with the Agreement for Professional Services between City of Brainerd, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective September 5, 2017, this Supplemental Letter Agreement dated November 30, 2017 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Garfield Safe Routes To School – Preliminary Design, Final Design, and Construction Phase Services.

Client's Authorized Representative: Paul Sandy, PE
Address: 501 Laurel Street
Brainerd, MN 56401
Telephone: 218.828.2309 email: psandy@ci.brainerd.mn.us

Project Manager: Scott D. Hedlund, PE
Address: 416 South 6th Street, Suite 200
Brainerd, MN 56401
Telephone: 218.855.1705 email: shedlund@sehinc.com

Scope: The Basic Services to be provided by Consultant:

The scope of the SEH Agreement for Professional Services dated September 5, 2017 (Exhibit 1) is revised to eliminate final design and construction services for sidewalk construction identified in the 2013 TAP grant application for S. 6th Street Sidewalk Extension SP 108-090-002.

Schedule: No Change.

Payment: The revised total fee is hourly estimated to be **\$191,603.00** including expenses and equipment.

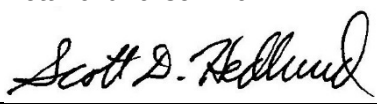
The payment method, basis, and frequency remain the same as set forth in the Agreement for Professional Services dated September 5, 2017 (Exhibit 1).

Other Terms and Conditions: Other or additional terms contrary to the Agreement for Professional Services (Exhibit 1) that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Brainerd, Minnesota

By: 
Scott D. Hedlund, PE
Title: Senior Project Manager

By: _____
Title: _____

This Agreement is effective as of September 5, 2017, between City of Brainerd, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **South 6th Street Sidewalk Extension & Garfield Safe Routes to School – Preliminary and Construction Engineering Services.**

Client's Authorized Representative: Paul Sandy, PE
 Address: 501 Laurel Street
Brainerd, MN 56401
 Telephone: 218.828.2309 email: psandy@ci.brainerd.mn.us

Project Manager: Scott D. Hedlund, PE
 Address: 416 South 6th Street, Suite 200
Brainerd, MN 56401
 Telephone: 218.855.1705 email: shedlund@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16) which is incorporated by reference herein and subject to Exhibits attached to this Agreement, and the scope of services outlined in attached **Exhibit A** Work Plan Summary and Fee Estimate.

Assumptions: Scope based on the scope of sidewalk construction identified in the 2013, 2014, and 2015 TAP and SRTS grant applications for S. 6th Street Sidewalk Extension SP 108-090-002 and Garfield Safe Routes To School SP 108-591-005.

Preliminary Design Services

During the preliminary design phase, SEH professionals shall:

1. On the basis of the approved report or, in the instance where a report has not been prepared, on the basis of the Owner's instructions prepare Preliminary Design Phase documents. These documents may consist of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Advise Owner if additional reports, data, information or services are necessary and assist Owner in obtaining such reports, data, information or services.
3. If requested, based on the information contained in the Preliminary Design Phase documents, submit an updated opinion of probable Construction Cost and any adjustment to Total Project Costs known to SEH. All cost estimates will be provided subject to the terms of the General Conditions of the Agreement for Professional Services, Article III.A.3.
4. Furnish the Preliminary Design Phase documents to and review them with Owner.

Final Design Phase Services

During the final design phase, SEH professionals shall:

1. On the basis of the approved Report and/or Preliminary Design Phase documents, prepare construction drawings (plans) and specifications for the Project or such a portion thereof as outlined in the Supplemental Letter Agreement for the Final Design Phase.
2. If requested, furnish an updated construction cost estimate for the Project based on the completed drawings and specifications. All cost estimates are SEH's opinion of probable construction costs whose

accuracy cannot be guaranteed. The Owner waives any claim against SEH relative to the accuracy of SEH's opinion of construction costs.

3. Furnish sets of plans and specifications for Owner and agency review.
4. Prepare proposal forms and the notice to bidders.
5. Assist the Owner in obtaining and evaluating bids and awarding Contracts for the construction of the Project.
6. Assist in the preparation of the Contract Agreement.

Construction Phase Services

During the construction phase, SEH professionals shall:

1. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents. The Owner has not retained SEH to make exhaustive or continuous on-site inspections to check the quality or quantity of such work.
SEH shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s), or the safety precautions and programs incidental to the work of the Contractor(s). SEH efforts will be directed toward providing a greater degree of confidence for the Owner that the completed work of the Contractor will conform to the Contract Documents, but SEH shall not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents.
During such visits and on the basis of on-site observations, SEH will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractors. This obligation does not include anything related to safety. It is agreed that safety matters are Contractor's responsibility.
2. Review samples, schedules, shop drawings, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incidental thereto. SEH shall receive and review (for general content as required by the specification), maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents.
3. Consult with and advise the Owner, act as the Owner's representative at the Project site, issue all instructions of the Owner to the Contractor, and prepare routine change orders as required.
4. Review the Contractor's Application for Payment, determine the amount owing the Contractor, and make recommendations to the Owner regarding the payment thereof.
SEH's recommendations constitute a representation to the Owner that, to the best of SEH's knowledge, information, and belief, the work has progressed to the point indicated on said application, and the quality of work is in accordance with the Contract Documents, subject to the results of any subsequent test called for by the Contract Documents, and any qualifications stated in their recommendations.
SEH's responsibilities under this paragraph are subject to the limitations set out in paragraph 1.
5. Conduct a site visit to determine if the project is substantially complete. Such site visits may include representatives from the Owner. If the Contractor has fulfilled all of his obligations, SEH may give written notice to the Owner that the work is acceptable for final payment.
6. Provide construction surveys and staking to enable the Contractor to perform its work.
7. Providing assistance in the start-up, testing, adjusting and balancing during operation of pumping equipment or systems, and reviewing Contractor-prepared operating and maintenance manuals.
8. Provide Resident Project Representation (RPR) services as described in Exhibit B.
9. Furnish the Owner a set of reproducible record prints of drawings and addendum drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor to SEH.

Additional Services

1. If authorized by the Owner, SEH shall furnish additional services:
 - a) Preparation of applications and supporting documents for government grants, loans, or advances.
 - b) Preparation or review of environmental assessment worksheets and environmental assessment impact statements.

- c) Review and evaluation of any statements or documents prepared by others and their effect on the requirements of the project.
 - d) Additional services due to significant changes in the general scope of the Project or its design including but not limited to, changes in size, complexity of character or type of construction.
 - e) Preparing Change Orders or other services and supporting data or providing other services in connection with changed project conditions which are inconsistent with the original design intent including, but not limited to, changes in project size, complexity, Owner's schedule, character of construction or method of financing.
 - f) Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.
 - g) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys.
 - h) Providing services in support of Owner's pursuit, collection, and or defense of liquidated damages.
 - i) Providing services after issuance to the Owner of the final Certificate for Payment.
 - j) Providing services of professional consultants for other than the normal services stated in the Agreement.
 - k) Preparation of descriptions for permanent and/or temporary easements.
 - l) Serving as an expert witness for the Owner in any litigation or other proceedings.
 - m) Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Agreement.
 - n) Assistance responding to alleged violations with and or application for new Agency permits such as WCA and USACE (wetland) and MnDNR related to corrective work.
 - o) Additional services not otherwise provided for in this Agreement.
2. Required Additional Services: SEH shall perform or furnish (without requesting or receiving specific advance authorization from Owner) the types listed below. SEH shall advise Owner in writing promptly after starting any such Additional Services.
- (a) Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner, so as to make the compensation commensurate with the extent of the Additional Services rendered.
 - (b) Services in making revisions to Drawings and Specifications required by reviewing authorities or occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
 - (c) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - (d) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 - (e) Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 - (f) Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

RPR services will be provided in accordance with attached **Exhibit B**.

Schedule:	Preliminary & Final Design	September 2017 – September 2018
	Bidding	October – December 2018
	Construction	Summer 2019

Note, the schedule could be altered by forces beyond SEH's control such as Agency review turnaround times, approval conditions, agreements; right of way acquisition; City meetings and approvals timing; etc.

Payment: The fee is hourly estimated to be \$229,981.00 including expenses and equipment. The estimated fee is subject to a not-to-exceed amount of **\$229,981.00** including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached **Exhibit A-1**.

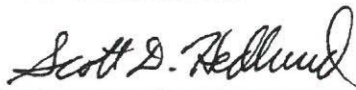
This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

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

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Short Elliott Hendrickson Inc.

By:



Scott D. Hedlund, PE

Title:

Senior Project Manager

City of Brainerd, Minnesota

By:



Title:

Paul Sandy, PE
City Engineer

Exhibit A-1
to Agreement for Professional Services
Between City of Brainerd, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 5, 2017

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

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

A. Hourly Basis Option

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

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

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

B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit B
to Agreement for Professional Services
Between City of Brainerd, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 5, 2017

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

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings*, Field Orders*, Addenda*, clarifications, interpretations, approved Shop Drawings* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

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

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of Shop Drawings and Samples.
 - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
 - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
- (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
- 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive*, Addenda, Change Orders*, Field Orders, additional Drawings* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
- 12. Completion:
 - (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Consultant's Liability

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

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

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

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

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

S. 6TH ST. SIDEWALK EXTENSION & GARFIELD SRTS
Professional Services - Design, Bidding, and Construction Services
Work Plan Summary and Fee Estimate
City of Brainerd, Minnesota
September 5, 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				September 5, 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
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
Deliverables - Project schedule, monthly progress reports and invoices, and copies of all pertinent Project correspondence.											
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
Deliverables - Attend and Facilitate up to three (3) each Open House Meetings with Neighborhoods/Public											

September 5, 2017

Work Task Descriptions

Task 3.0 Subtotal Hours:

Preliminary Design Exhibits, Site Visit, Take Off

- o Construction Staging/ Traffic Control/ Detour Plans
- o Alignment Plan and Tabulation
- o Existing Conditions and Utilities
- o Removal Plans
- o Sidewalk Plans
- o Storm Sewer, Sanitary Sewer and Water Main Plan
- o Pedestrian Curb Ramp/Intersection Details

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

Client: CITY OF BRAINERD, MINNESOTA										September 5, 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	4	1	12	8			1			25
	o Fencing Plans				4						5
	o Landscaping Plans and Details										0
	o Cross Sections				16			2			18
4.3	Plan Submittals 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.	8			24			8		2	42
4.4	Design Survey: o Field (control work, property iron's search, topo survey) o Office (Gopher State One Call, convert City collected topo survey, create R/W				4						4
	Private Utility and Agency Coordination (up to 2 design meetings)	6			8						44
4.5	Develop an Engineer's Opinion of Probable Cost with all necessary cost splits	4			28			31			31
4.6	Prepare Project Specifications Package/Proposal	4			16			4	2		16
4.7	QA/QC	8	8	6		6	12	4		8	36
4.8	Project site walkthrough plan review with City Staff	4							2		28
4.9	Prepare permit applications (MNDOT, MPCA NPDES Construction Stormwater only)	1			4						46
4.10	DCP Submittals	8			8	1			1		4
4.11									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										

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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				September 5, 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 Services												
	Right of Way Acquisition Services (individual property owner meetings, preparation of legal descriptions and exhibits for special land acquisition or easements, appraisals, Minimum Damage Assessments, easement agreements)			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

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

December 4, 2017
City Hall Conference Room
6:30 PM

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	15-12	S. 6 th Street Frontage Testing thru 11/4	\$761	\$0
Tri-City Paving	14-01	Oak Street thru 11/20 – FINAL	\$23,940	\$0
Tri-City Paving	14-03	Jackson Street thru 11/20 – FINAL	\$11,112	\$0
Tri-City Paving	16-13	Buffalo Hills thru 11/20 – FINAL	\$20,338	\$0

2. FD One Year Probation Period Completed; Steve Isle

3. Police Request to Hire Community Service Officers

4. Police Travel & Training Request

5. Law Enforcement Agreement for Superbowl 2018

6. Lighting Request for Memorial Park Field 3

7. Discussion of the City's State Minnesota Investment Funds (MIF)

Adjourn by 7:00 p.m. to Joint Closed Session Pursuant to MN Statutes, 13D.05, Subd.3 (b) with BPU Commissioners under Attorney-Client Privilege to discuss the pending annexation proceeding and the lawsuit by the City of Baxter concerning franchise fees.



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date:

Title of Item:

☐ 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:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
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:

Title of Item:

☐ 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>
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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>	

Alex J Stovall
9964 Home Place Dr
Brainerd, MN 56401

11/20/2017

Mike Bestul
Deputy Chief
Brainerd Police Department
225 E River Rd
Brainerd, MN 56401

Deputy Chief Bestul,

I am writing this letter to inform you that I will tendering my resignation as a Community Service Officer with your department, effective November 20th, 2017.

I would like to extend my gratitude to the department for the opportunities and experiences I was presented while under your employ. The skills and knowledge I gained during my time with your department will remain with me as I move forward in my career path. It was a pleasure and an honor to represent Brainerd Police Department.

If there is anything I can do to smooth the transition of responsibilities as you move forward, please feel free to contact me.

Thank you.

Sincerely,

Alex J Stovall

RECEIVED NOV 27 2017

Travis Micheal Hanson

1108 7th Ave NE, Brainerd MN, 56401

(218)-839-3164

Deputy Chief Bestul,

Thank you for the opportunity to work in such an amazing department. I have learned hands-on more working for this department than studying. It was an honor to serve my community and work with the most amazing men and women that police my community.

I write this letter as a form of my resignation from the Brainerd Community Service Officer position effective immediately. This position came with great responsibility and lots of trial and error. I hope that you continue to give opportunities like this to other college students in our community to help hone their skills and to motivate them to be the best that they can be.

Again, it was an honor to be part of something bigger than myself to be a part of helping our community be better.

Thank you,

A handwritten signature in black ink, appearing to read 'Travis Micheal Hanson', written over a horizontal line.

Travis Micheal Hanson



Brainerd City Council Agenda Request

Agenda Item # _____

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Gang Undercover Narcotics

Investigators Training Conference Program

- Operational Planning
- Operational Security
- Outlaw M/C Gang Investigations
- Props, Backstops and Cover Stories
- Long Term U/C Operations
- Stress Management
- Federal Firearms Investigations
- Internet Investigative Techniques
- Storefront Operations
- THC Extraction (BHO)
- Narcotic Officer Conduct & Ethics
- Somali Gangs & Khat
- Drug Traffickers & Spirit World
- Title III Wire Intercepts
- Following the Money Trail
- How to a Flip a Gang Member

Instructors

Steve Cook- Detective with a Police Department in the Kansas City Metropolitan area. Steve has been a police officer for 24 years, with over six years experience in a multi-agency drug task force. Steve has completed assignments with the DEA Clandestine Laboratory Enforcement Team as well as participating on a FBI Violent Crime/Gang Task Force. Steve has worked numerous intelligence operations all over the United States involving outlaw motorcycle gangs and was the case agent and secondary undercover in an attempt infiltration of a Bandidos farm club. During that operation Steve acted as a webmaster for the club and had the opportunity to act in an undercover capacity with members of several different outlaw motorcycle gangs including the Outlaws. Steve has also been featured in the History Channel's Gang Land programs on the Outlaws, Bandidos and Galloping Goose, on Biographies "Gangsters Americas Most Evil" twice, History channels "Americas Book of Secrets" and Biographies "Gangworld One Percenters".

Pat Fielding- Pat is a Retired Detective with the Las Vegas Metro Police Department and has over 23 years of law enforcement experience. Pat has been assigned to numerous narcotics, gang, and criminal intelligence units, as well as several HIDTA groups, including a FBI Major Drug Trafficking Organizations Task Force, DEA Methamphetamine Task Force, Club Drug Task Force and an ICE Money Laundering Task Force. Pat has worked both undercover and as an investigator for 20 years investigating narcotics organizations, outlaw bikers and street gangs, money laundering, arms and explosives dealers, auto-theft and stolen property rings, murder for hires, political corruption and conducted storefront operations.

Other Instructors to be Announced

PLEASE SCAN IN REGISTRATION FORMS AND E-MAIL TO: hletitraining@sbcglobal.net



Brainerd City Council Agenda Request

Agenda Item #

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☐ 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>
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Recommended Action/Motion:	
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>	

RESOLUTION NO. _____

**RESOLUTION APPROVING CITY OF MINNEAPOLIS COOPERATIVE AGREEMENT
WITH THE CITY OF BRAINERD ON BEHALF OF ITS AND POLICE DEPARTMENT
REGARDING PUBLIC SAFETY RELATED TO 2018 NATIONAL FOOTBALL LEAGUE
SUPERBOWL SECURITY**

WHEREAS, the City of Brainerd on behalf of its Police Department desires to enter into an Intergovernmental Agreement with the City of Minneapolis and its Police Department to assist in providing additional law enforcement personnel for the 2018 National Football League Super Bowl and related authorized events from January 26th, 2018, through February 5th, 2018.

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

1. That the City of Minneapolis Intergovernmental Cooperative Agreement by and between the City of Minneapolis acting through its Police Department, and the City of Brainerd on behalf of its Police Department, are hereby approved. A copy of the Cooperative Agreement is attached to this Resolution and made a part of it.
2. That the Police Chief, Corky McQuiston or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the City of Minneapolis to maintain the City's relationship, authority, and involvement with for the term of the agreement related to the event.
3. That Edwin L. Menk, the Mayor for the City of Brainerd, and James M. Thoreen, the City Administrator, are authorized to sign the City of Minneapolis Intergovernmental Cooperative Agreement.

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

**COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY RELATED
TO 2018 NATIONAL FOOTBALL LEAGUE SUPER BOWL SECURITY**

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY AND SECURITY RELATED TO THE 2018 NATIONAL FOOTBALL LEAGUE SUPER BOWL (hereinafter referred to as the “Agreement”), is made effective, except as otherwise made operationally effective as set forth in Section 5 herein, on this ____ day of _____, 2017, by and between the **CITY OF MINNEAPOLIS, MINNESOTA**, a municipal corporation, (hereinafter referred to as the “City”), acting through its Police Department (hereinafter referred to as the “MPD”) and the **CITY OF BRAINERD, MINNESOTA**, a charter city acting through its Police Department (hereinafter referred to as the “Provider”). City, MPD, and each Provider may be referred to individually as a “Party” or collectively as the “Parties” to this Agreement.

WHEREAS, the City is the host city for the 2018 National Football League Super Bowl to be held on Sunday, February 4, 2018, and for related events authorized by the National Football League, most of which will take place in the City, City of St. Paul, and City of Bloomington from Friday, January 26, 2018, through Monday, February 5, 2018 (hereinafter referred to collectively as the “Event”); and

WHEREAS, the MPD will be the lead law enforcement agency for those portions of the Event that occur within the City of Minneapolis (Minneapolis Events) and the St. Paul Police Department (SPPD) and the Bloomington Police Department (BPD) will be the lead law enforcement agencies for those portions of the Event that occur within their cities, respectively (St. Paul Events and Bloomington Events); and

WHEREAS, a Unified Command structure (as that term is defined in Section 2.4) is needed to ensure the level of security coordination required for the Event; and

WHEREAS, the City has agreed to serve as the fiscal agent for law enforcement costs for the Event by entering into an agreement with the “Host Committee” (as that entity and agreement are referenced in Section 3.1 herein) for the Event; and

WHEREAS, the City is in need of procuring additional law enforcement personnel to provide the public safety and security measures required for such a large and unique Event; and

WHEREAS, at the request of the City, the Provider is willing to provide the services of the law enforcement personnel identified in this Agreement to the City to assist the MPD with Event security; and

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59 (“Joint Exercise of Powers”) and/or Minnesota Statutes Sections 626.76 and 626.77, and in consideration of the mutual covenants herein contained and the benefits that each party hereto

shall derive hereby, the Parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the terms and conditions whereby the Provider will provide the City with Licensed Peace Officers to be assigned to one or more of the Event locations identified on Exhibit A attached hereto to assist the MPD through the use of a unified command center (as further explained in Section 2.4 of this Agreement) to provide law enforcement and security services (“Services”) during the term of the Event.
- 1.2 Provider will exercise its best efforts to assist with Event security. The Parties acknowledge and agree that resource availability requires Provider to exercise its best judgment in prioritizing and responding to the public safety needs of its jurisdiction including, but not limited to, the Event. That prioritization decision belongs solely to Provider. The Provider may, at any time, recall the Provider’s resources when, it is considered to be in Provider’s best interest to do so.
- 1.3 Provider’s resources shall be full-time, Licensed Peace Officers and each such Licensed Peace Officer must meet the following criteria as defined in Minnesota Statutes Sections 626.84, Subdivision 1(c) and 471.59, Subdivision 12, which reads:

“(1) the peace officer has successfully completed professionally recognized peace officer pre-employment education which the Minnesota Board of Peace Officer Standards and Training has found comparable to Minnesota peace officer pre-employment education; and

(2) the officer is duly licensed or certified by the peace officer licensing or certification authority of the state in which the officer's appointing authority is located.”

2. ADDITIONAL CRITERIA OF LICENSED PEACE OFFICERS; PROVIDER SCOPE OF SERVICE

- 2.1 In addition to meeting the criteria set forth in Section 1 of this Agreement, the Provider agrees that each of the Licensed Peace Officers shall also meet the following criteria:
 - 2.1.1. That each Licensed Peace Officer shall by reason of experience, training, and physical fitness be deemed by the Provider of being capable of performing public safety and law enforcement duties for the Event; and
 - 2.1.2 That each Licensed Peace Officer is in good standing with the Provider. Throughout the term of this Agreement, the Provider shall promptly notify

the MPD in the event that any licensed peace officer is no longer an officer in good standing with the Provider or shall recall any peace officer that is no longer in good standing; and

- 2.1.3 That unless otherwise provided or requested by the MPD, each Licensed Peace Officer shall be equipped and/or supplied by Provider at Provider's own expense, with a seasonally appropriate patrol uniform of the day and equipment, including but not limited to service belts with Provider radio equipment, service weapon and personal soft ballistic body armor, and traffic vest. Additionally, in Provider's discretion, personnel may be equipped with a cell phone that may be used to download a public safety application to aid in the tracking of law enforcement personnel during operational periods if allowed pursuant to Provider's policy.
- 2.2 Provider acknowledges and agrees that at any time during the term of this Agreement the City has the sole discretion to decline to accept and/or use any of Provider's Licensed Peace Officers or other law enforcement resources without cause or explanation.
- 2.3 The Provider agrees as follows:
 - 2.3.1 As requested by MPD, Provider shall list information on each of Provider's Licensed Peace Officers no later than ninety (90) days before the Event that includes, but is not limited to, name, rank, agency, badge number, photo, cell phone number, and emergency contact information. Said information shall be used strictly for law enforcement purposes related to the Event and each Party will hold the data in the same classification as the other does under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA"); and
 - 2.3.2. That upon reasonable advance written notification from the MPD, each of Provider's Licensed Peace Officers or other law enforcement resources so designated by the MPD shall participate in training activities related to Event security, that are coordinated or conducted by the MPD or its designee; and
 - 2.3.3. That each Licensed Peace Officer shall be assigned by the MPD, as determined and required by the MPD, to any Event-related assignment based on the Licensed Peace Officer's skill-set and known duty assignment as well as the needs of the operation; including, but not limited to, foot patrol, motorized patrol, static posts at outdoor perimeters, general security inside or outside venues, and traffic control; and
 - 2.3.4. That Licensed Peace Officers participating in the Event may, if so determined by the MPD, be placed in an "On Assignment" status by MPD

in which the Licensed Peace Officer should be physically proximate to the Event location, so as to be able to physically report in a timely manner to such duty post assigned by the MPD and prepared to undertake the specific job task or responsibility assigned by the MPD; and

- 2.3.5. That at the request of the MPD, Provider will designate personnel that participated in or provided Event security to further participate in and/or provide information to and otherwise cooperate with the MPD in any “after action activities” following the conclusion of a Training Session or actual Event security. “After action activities” may include, but not be limited to post Training Session meetings and revisions of Training protocols and post Event security meetings, evaluations, mediation or court proceedings.
- 2.4 Provider acknowledges and agrees that at all times during any required training session or during the Event each of Provider’s Licensed Peace Officers or other law enforcement resources and employees, regardless of rank or job title held as an employee of the Provider, shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command and following unified command principles and practices established throughout the law enforcement community (herein referred to as “Unified Command”).
- 2.4 The Provider agrees to exercise reasonable efforts to cooperate and provide the City, with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement.
- 2.5 Event staffing levels will be determined by the MPD as the lead law enforcement agency and fiscal agent, in consultation with the Unified Command, regardless of the location of the Event. Provider may increase the staffing levels at Events located within the Provider’s jurisdiction: (a) at the sole cost of the Provider that hosts an Event; and (b) with the knowledge that the additional Licensed Police Officers and other staff members above the staffing level approved by the MPD and Unified Command are not covered by the Policy as described in Section 9 of this Agreement. The number of Licensed Peace Officers and other law enforcement resources to be deployed within the Provider’s jurisdiction will be communicated to the City as part of the Unified Command. Notwithstanding Section 2.4, the Provider retains the sole discretion for determining what Provider Licensed Peace Officer and other law enforcement resources will be deployed in its own jurisdiction for events not included under this Agreement and remain under the Provider’s own authority. The Provider’s Licensed Peace Officer and other law enforcement resources deployed in the Provider’s jurisdiction and which are either included above the number of Licensed Peace Officers as determined by the Unified Command or remain under Provider’s authority for events not included under this Agreement, will **not** be eligible for reimbursement

of costs as provided in Section 4.2 of this Agreement.

- 2.6 The Provider will comply with the statutes and rules requiring the preservation of evidence including, but not limited to, Minnesota Statutes, Section 590.10 and Section 626.04. Each Provider must preserve all handwritten notes, photographs, incident reports, video recordings, statements, audio recordings, personal notes, interview audio, text messages, cell phone videos, removable electronic media, squad car videos, any other video recordings, emails, voice mails, computer files and all Work Product, Supporting Documentation and Business Records as those terms are defined in Section 8.1 of this Agreement.
- 2.7 The MPD, as the lead law enforcement agency, will maintain a list of Licensed Peace Officers (LPOs) assigned to the Events.

3 CITY RESPONSIBILITIES

- 3.1 The City will be solely responsible for all communications with the Minnesota Host Committee (the “Host Committee”). The Host Committee shall be responsible for coordinating each of the events authorized by the National Football League (including St. Paul Events and Bloomington Events) and activities that occur within the term of the Event.
- 3.2 The City and the Host Committee will prepare and enter into an “Event Support and Funding Agreement for Super Bowl LII” (the “Support Agreement”). The Support Agreement will be the source of funding for the Event including the source of payment for the Services to be provided pursuant to this Joint Exercise of Powers Agreement (“Agreement”) and for the policy of insurance that will pay for the defense and indemnification of claims filed against the City and each Provider during the term of the Event.
- 3.3 City agrees that it will provide or facilitate any necessary training to prepare for providing Event security. The substance of the training, if necessary; including the locations, dates, and times, shall be detailed in a separate writing provided from the MPD to the Provider.
- 3.4 The person responsible on behalf of the MPD for the daily operation, coordination and implementation of this Agreement, which responsibilities shall include, but not limited to, determining the assignments of the Provider’s law enforcement resources, shall be Minneapolis Police Department Commander Scott Gerlicher (hereinafter referred to as the “Coordinator”). Except as otherwise provided in this Agreement, all contacts or inquiries made by the Provider with regard to this Agreement shall be made directly to the Coordinator or the Coordinator’s designee.
- 3.3 The City will develop and provide to each Provider an adequate supply of the

standard incident report form to be used by the City and Providers that provide Services at the Event under the direction of the Unified Command.

- 3.4 The City will obtain from the Host Committee and provide to each Provider, the “claims procedure” as indicated in Exhibit C hereto that will be used by third party claimants who file claims against the City or against any Provider

4. COMPENSATION AND PAYMENT PROCESS

- 4.1 The sole source of funds to reimburse each Provider performing under this Agreement shall be funds provided by the Host Committee pursuant to the Support Agreement.
- 4.2 For and in consideration of the Provider performing under this Agreement, the Provider will be reimbursed for said Services at the rates and in the manner as indicated in attached Exhibit B. All of a Provider’s Licensed Peace Officers and other law enforcement resources that (a) perform law enforcement services within the Provider’s jurisdiction; and (b) are subject only to the Provider’s authority and are therefore not under the Unified Command, are not eligible to have Provider’s costs reimbursed pursuant to this Agreement.
- 4.3 The MPD will prepare and include in Exhibit B eligibility guidelines for cost reimbursement and a check list for the preparation and submission of the reimbursement request. Exhibit B will include a “Reimbursement Payment Form [To be developed by MPD at a later date] to be completed by the Provider along with the required support documents to be attached by the Provider.

The MPD shall furnish the Provider with a statement which describes all applicable hours performed by the Provider during the term of the Agreement. The Provider shall submit the Reimbursement Payment Form to the MPD for all undisputed amounts within thirty-five (35) days after receipt of the statement of hours.

- 4.4 Provider may submit any questions regarding the cost reimbursement process to Robin McPherson or her designee at: robin.mcpherson@minneapolismn.gov.
- 4.5 For any disputed amounts, the Provider shall provide the MPD with written notice of the dispute, including the date, amount, and reasons for dispute within fifteen (15) days after receipt of the statement of hours. The MPD and Provider shall memorialize the resolution of the dispute in writing and follow the dispute resolution procedure in Section 13 of this Agreement.

5. TERM OF AGREEMENT

- 5.1 This Agreement shall be effective as of the date indicated on the first page so that the Parties can undertake planning for all Event-related activity and shall expire on March 1, 2018, or the date to which law enforcement resources or Services are extended, whichever is later, unless terminated earlier in accordance with the provisions in Section 6. Except for the provision of Training as discussed and to be scheduled pursuant to Section 3.3 of this Agreement, Services furnished by the Provider for the Event shall begin on January 26, 2018, and shall terminate on February 5, 2018, unless terminated sooner or extended in whole or in part as provided herein.

6. TERMINATION

- 6.1 Termination by the City-The City may terminate this Agreement upon providing to the Provider not less than forty-five (45) days advance written notice for any of the reasons stated below:
- 6.1.1 Cancellation of Super Bowl LII;
 - 6.1.2 City and Host Committee fail to enter into the Support Agreement
 - 6.1.3 Host Committee fails to purchase and provide insurance coverage as described in Section 9.1 of this Agreement; or
 - 6.1.4 Failure by the Provider to perform any material term under this Agreement and failure to cure the default within the time requested by the City.
- 6.2 Termination by the Provider- The Provider may terminate this Agreement upon providing to the City not less than forty-five (45) days advance written notice for any of the reasons stated below:
- 6.2.1 Cancellation of Super Bowl LII;
 - 6.2.2 Without cause prior to the initial training session;
 - 6.2.3 City and Host Committee fail to enter into the Support Agreement;
 - or
 - 6.2.4 Host Committee fails to purchase and provide insurance coverage as described in Section 9.1 of this Agreement.
- 6.3 In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

7. AGREEMENT MANAGEMENT

- 7.1 The Provider has identified the following person[s] as persons to contact only with regard to the following matters regarding the Agreement:

8. **WORK PRODUCTS, RECORDS, DISSEMINATION OF INFORMATION**

- 8.1 For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“Work Product” shall mean any report, including incident reports, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that are used or belong to MPD or results from Provider's Services under this Agreement.

“Supporting Documentation” shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and Work Products generated under this Agreement.

“Business Records” shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to MPD or Provider and pertain to work performed under this Agreement.

- 8.2 Subject to applicable law, including but not limited to the Minnesota Official Records Act, Minnesota Statutes Section 15.17, and the MGDPA, all deliverable Work Product, Supporting Documentation and Business Records or copies thereof, that are needed from or result from the Provider's Services under this Agreement shall be delivered to the City either pursuant to this Agreement or upon reasonable request of the City and shall become the property of the City after delivery.
- 8.3 The City and the Provider each agrees not to release, transmit, disclose or otherwise disseminate information associated with or generated as a result of the work performed (i.e. Work Product, Supporting Documentation and Business Records) under this Agreement without notice to the other. Except as otherwise required by and subject to federal and/or state law, neither the City nor the Provider shall release, transmit, disclose or disseminate any Work Product, Supporting Documentation and Business Records which shall be classified as “security information”, “security service” or “security service data”, defined under Minnesota Statutes Sections 13.37 and 13.861 or any like data, as defined and/or required in all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards.
- 8.4 In the event of termination, all Work Product, Supporting

Documentation and Business Records prepared by the Provider under this Agreement shall be delivered to the City by the Provider by the termination date.

- 8.5 Both the City and the Provider agree to maintain all Business Records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Provider, the Auditor of the State of Minnesota, or other duly authorized representative.
- 8.6 Both the City and the Provider agree to abide strictly by the MGDPA and, in particular, Minnesota Statutes, Sections 13.05, Subd. 6 and 11; 13.37, Subd. 1(b), 138.17, and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Provider or the City in performing functions under this Agreement is subject to the requirements of the MGDPA and both the City and the Provider must comply with those requirements. If any provision of this Agreement is in conflict with the MGDPA or other Minnesota state laws, state law shall control.

9. **INSURANCE; LIABILITY; MUTUAL RESPONSIBILITY; NO WAIVER OF IMMUNITIES**

- 9.1 Insurance Coverage for Event-The Host Committee has purchased a law enforcement liability insurance policy (the "Policy"). The insurance carrier is International Insurance Company of Hannover SE (the "Insurer"). The Policy will provide coverage for claims that each Provider becomes legally obligated to pay as damages due to "bodily injury", "property damage", or "personal injury" suffered by third parties. The Policy will require the insurer to have the right and duty to defend and indemnify each Provider against any claim or lawsuit due to Provider acts that occur within the territory of the Events and during the period in which the Policy is in effect. Each Provider's Law Enforcement Officers and supervisors under the Unified Command will be covered under the Policy by virtue of the Provider being named an "insured" under the Policy.

9.1.1 The limits of liability for all occurrences (claims) during the coverage period is \$3,000,000.00 (\$3 million). The limit of liability for any third party claim for damage to or loss of personal property is \$25,000.

9.1.2 The cost to hire and pay for legal representation to defend the City and any Provider ("defense costs") are not subject to the \$3 million limit of the Policy.

9.1.3 The Policy is not subject to the payment of a deductible by the Host Committee, the City or by any other Provider.

9.1.3. Each Provider agrees to be bound by the terms and conditions contained in the Policy.

9.1.4 Each Provider agrees that it will cooperate with the insurer and with the City by reasonably and timely responding to the insurer's request for information or to appear at meetings or judicially mandated hearings.

- 9.2 Insurance as Sole Source for Liability and Indemnity-Each Provider hereto agrees that it will only seek recovery for any liability incurred in carrying out the terms of this Agreement from the insurance to be procured by the Host Committee as set out in Section 9.1 of this Agreement.

9.2.1 If a Party's liability is not subject to recovery through the Policy, then each Party agrees that it will otherwise be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside of the jurisdiction or geographic limits of the City of Minneapolis, and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party and the results thereof.

9.2.2 In the unlikely event that the aggregate amount of any one or all claims exceeds \$3 million, then each Party agrees that it will otherwise be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside the of the jurisdiction or geographic limits of the City of Minneapolis, and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Parties and the results thereof.

- 9.3 Further Limitation On Provider Liability-It is understood and agreed that the liability of each Provider that is a municipality, county or similar political subdivision shall be limited by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) and the liability of the State of Minnesota as a Provider shall be limited by the provisions of Minnesota Statutes, Section 3.736 and by other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, its respective officials and employees, may have under said Chapter 466, Section 471.59 subd. 1a, and any common-law immunity or limitation of liability, all of which are hereby reserved by the Parties that have entered into this Agreement.

- 9.4 Provider Workers' Compensation Insurance Required-Except as expressly provided herein, each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing

assistance pursuant to this Agreement. Except as expressly provided herein, each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents.

9.5 Provider Responsible for Own Equipment-Except as expressly provided herein, each Party shall be responsible for damages to or loss of its own equipment. Except as expressly provided herein, each Party waives the right to sue any other Party for any damages to, or loss of its equipment.

9.6 Provider Rendering First Aid-Except for immediate first aid rendered by a Provider at the scene of an accident or occurrence, no other medical assistance, expenses or aid is covered under the Policy.

10. INDEPENDENT CONTRACTORS

Each Provider in its relationship with the City under this Agreement is an independent contractor. No Provider, its Licensed Peace Officers or other law enforcement resources shall be considered an employee of the City. The City, its Licensed Peace Officers or other law enforcement resources shall not be considered employees of the Provider.

11. SUBCONTRACTING

The City and Provider agree that no Services will be subcontracted and agree not to enter into any subcontracts to provide any Services under this Agreement.

12. ASSIGNMENT

Neither the City nor the Provider will assign or transfer any interest in this Agreement without the consent of the other Party.

13. DISPUTE RESOLUTION

The City and the Provider each agree to cooperate and negotiate in good faith to resolve any disputes that arise regarding the terms of this Agreement and the performance of the Services. If good faith negotiations fail to resolve a dispute, then the Parties will use mediation services to attempt to resolve the dispute. The City and Provider will equally share the expense of the mediator.

The Parties will select a mediator by each submitting three names in rank order of preference to the other Party. If there is no common name on each Party's list, then a neutral, third party, law enforcement representative that is not a party to this Agreement will select a mediator for the Parties. If mediation fails to resolve a dispute between Parties, then the Parties will resolve the dispute through litigation.

14. AUDIT OF AGREEMENT RECORDS

Pursuant to Minnesota Statutes, Section 16C.05, both the City's and the Provider's books, records, documents, and accounting procedures and practices with respect to any matter covered by this Agreement shall be made available to the State of Minnesota Office of the State Auditor upon written notice, at any time during normal business hours, for the purpose of auditing, examining or making excerpts or transcripts of relevant data.

15. AMENDMENT OR CHANGES TO AGREEMENT

15.1 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the Parties hereto; after all appropriate and necessary authority has been acquired by each such Party.

15.2 Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

16. NOTICES

Except as otherwise stated in this Agreement, all notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:

Scott Gerlicher
Commander-Minneapolis Police Department
511 11th Avenue South
Suite 401
Minneapolis, MN 55415

To Provider:

Corky McQuiston
Police Chief Brainerd Police Department
225 East River Road
Brainerd, MN 56401

17. INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

18. **ENTIRE AGREEMENT**

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matters herein. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

The matters set forth in the “WHEREAS” clauses at the beginning of this Agreement are by this reference incorporated into and made a part of this Agreement.

19. **MISCELLANEOUS PROVISIONS**

19.1 The Parties intend that, with respect to the defense and indemnification provisions in Section 9 hereof, this Agreement may benefit or create rights or causes of action in or on behalf of any other agency providing services for the Event under a similar but separate agreement. Except for the foregoing, the Parties intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

19.2 The Parties shall cooperate in achieving the objectives of this Agreement pursuant to Minnesota Statutes, Sections 15.51 through 15.57.

19.3 The Parties shall comply with all applicable federal, state, and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA, Minnesota Statutes Section 471.425, subd. 4a, and as applicable, non-discrimination and affirmative action laws and policies.

19.4 If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision, and this Agreement will be construed and enforced as if such invalid or unenforceable provision had not been included.

19.5 Failure of a Party to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Failure to enforce a provision does not affect the rights of the Parties to enforce any other provision of the Agreement at any time

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF MINNEAPOLIS

CITY OF BRAINERD

By: _____
Its: Police Chief

Date: _____

Approval Recommended:

By: _____
Its: Assistant City Attorney

By: _____
Its: Purchasing Department

By: _____
Its: Police Chief Corky McQuiston

Date: _____

Approval Recommended:

By: _____
Its: Mayor Edwin L. Menk

By: _____
Its: City Administrator James M. Thoreen

EXHIBIT A - Super Bowl Events

Event Description

Super Bowl Experience
Media Center/Radio Row
Mall of America Game Day Event
NFL Honors
NFL Friday Night Party
Tailgate Party
Opening Night
NFL on Location

Super Bowl Live
Stadium Interior
Stadium Perimeter
Pre-game Party
AFC Team Hotel
NFC Team Hotel
NFL Headquarters Hotel
AFC Practice Site
NFC Practice Site
Police Escorts
Tactical Squad
Bomb Technical Squad
Bomb K-9s
VACIS
Street Patrol Downtown
Extra Metro Transit Security
Mobile Field Force Square
Fit Team
VPSO
Command Post Security
Staging
Logistics
Credentialing
Dignitary Liaison
Counterfeiting
Human Trafficking
Investigators

The MPD will maintain a list of Licensed Police Officers covered by this Agreement

EXHIBIT B

Super Bowl Special Event Period Reimbursement Guidelines

Reimbursement Period: Friday January 26th, 2018 through Monday February 5th, 2018

1. General Reimbursement Guidelines:

- a. The lead law enforcement agency, Minneapolis Police Department, will serve as fiscal agent for purposes of this agreement.
- b. Reimbursement will be for official Super Bowl events sanctioned by the MN Host Committee and/or the NFL only, or for hours worked in direct support of the lead law enforcement agency, Minneapolis Police Department.
- c. All hours worked will be considered “*on duty*” time.

- d. Sending agencies are expected to place provided law enforcement officers “*on assignment*” for the event period and this assignment will be their normal assignment for that period. Personnel should not be expected to work the event week in addition to their normal job at their respective agency.
- e. Reimbursement will occur for personnel wage costs only at established straight time or overtime rates pursuant to Section 2, Established Hourly Reimbursement Rates, in this Exhibit B. These rates are all inclusive and will not be adjusted.
- f. Reimbursement will occur only for hours worked consistent with official operational plans approved by the core planning team and the lead law enforcement agency, MPD.
- g. There will be no reimbursement for non-personnel costs, backfill, pre-event training, equipment, and other expenses including but not limited to travel costs, fuel, mileage, per diem, etc.
- h. Reimbursement will occur only for state, county, and local law enforcement personnel participating in official Super Bowl Event security details.
- i. There will be no reimbursement for participation of law enforcement command level staff including but not limited to those in the ranks of Chief, Sheriff, Assistant Chief, Deputy Chief, Colonel, Major, Sr. Commander, Captain or other law enforcement officers working in a command position and/or in an *exempt* payroll status.
- j. Generally, participating law enforcement personnel will be expected to work a ten hour shift daily during the event period (This may vary based on specific assignments).
- k. For reimbursement purposes, a law enforcement officer’s shift begins and ends when he/she checks in/out on site with the lead law enforcement agency. This will be tracked using an automated system provided by the lead law enforcement agency.

Law enforcement personnel will be notified of their daily and hourly schedule 30-60 days prior to the special event period subject to any changes that may occur. There will be no reimbursement for any changes to the schedule or for any scheduled off days during this period or for off hours where personnel are not actively assigned to an official special event detail.

- a. Sending agencies and personnel assigned to the special event week must adhere to all lead law enforcement agency requirements in order to be eligible for reimbursement.
- b. Any variation from the above guidelines must be approved by the lead law enforcement agency, Minneapolis Police Department.

2. Established Hourly Reimbursement Rates:

- a. All hours reimbursed under the terms of Sections 3 and 4 of this Exhibit B, below will be paid at one of the following established hourly rates. These are set rates and will not be adjusted based on specific agency hourly rates. The rates are inclusive of all costs including both payroll and fringe.

- i. **\$82 per hour overtime rate.**
- ii. **\$55 per hour straight time rate.**

3. Specific Agency Reimbursement Guidelines:

- a. For law enforcement personnel working in areas where they have jurisdictional authority:
 - i. Reimbursement will occur only for overtime hours worked as a result of established/approved operational plans and hours above and beyond that of their scheduled shifts for that day with approval of incident commander.
 - ii. Sending agencies will be reimbursed for overtime hours worked under the Joint Powers Agreement, not to exceed 60% of the total hours worked by that agency at the established overtime rate as specified in Section 2 of this Exhibit B, above.
 - iii. Sending agencies are expected to place provided law enforcement officers “on assignment” for the event period and this assignment will be their normal assignment for that period. Personnel should not be expected to work the event week in addition to their normal job at their respective agency.
- b. For law enforcement personnel working in areas where they do not have jurisdictional authority:
 - i. Reimbursement will occur for all hours worked to include straight time and overtime at the established rates as specified in Section 2 of this Exhibit B, above however reimbursement for overtime hours worked under this Joint Powers Agreement which will not exceed 60% of the total hours worked by that agency.
 - ii. Sending agencies are expected to place provided law enforcement officers “on assignment” for the event period and this assignment will be their normal assignment for that period. Personnel should not be expected to work the event week in addition to their normal job at their respective agency.

4. Reimbursement Process:

Within 30 days after the special event period, the lead law enforcement agency, MPD will provide the sending agency with a report outlining hours worked for all personnel for that agency.

- a. Sending agency will review the personnel report for accuracy and outline which hours constituted straight time versus overtime and submit an invoice with support documentation to the lead law enforcement agency.
- b. The lead law enforcement agency will review the invoice and support documentation, and work with the sending agency on addressing any discrepancies.

- c. The lead law enforcement agency will issue reimbursement to the sending agency consistent with the guidelines established in this agreement within 45 days of receiving an invoice and the requested support documentation.

Invoices should be sent to:
MPD Chief Financial Officer
C/O Robin McPherson
350 South 5th Street, Room 130
Minneapolis, MN. 55415

EXHIBIT C

CLAIMS PROCEDURE FOR CLAIMS BROUGHT AS A RESULT OF LAW ENFORCEMENT AND SECURITY SERVICES

1. The Host Committee and Insurer will develop a “uniform claim form (the “Form”). The Form will be approved by the insurance broker retained by the Host Committee and by the Insurer.
2. The Host Committee will establish a committee to review each Form submitted by third parties alleging injuries or property damage due to law enforcement activities that occurred during the Event (each completed Form a “Claim”).
3. The committee established to conduct the preliminary review of the Claim Forms (“Claims Committee”) will consist of at least the following members:
 - (a) A Host Committee representative;
 - (b) A Representative of the insurance broker retained by the Host Committee; and
 - (c) The City of Minneapolis Risk Manager.The Claims Committee may also include other Provider representatives as determined by the three (3) required Claims Committee members.

4. After making a preliminary determination as to the validity of a Claim, the Claims Committee will forward each Form to the Insurer. The Insurer will determine whether Claims are covered by the Law Enforcement Liability Policy and determine when the Policy limits have been reached and exceeded.
5. Once the aggregate amount of Claims exceeds \$3 million, then the Insurer will notify the Host Committee, the City and each Provider. Any further Claims brought against each Provider after the date of notification that the \$3 million coverage limitation has been exhausted will be the sole responsibility of the Provider or Providers named in the Claim to defend and pay the amount of damages determined by a court of law.



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date:

Title of Item:

☐ 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:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
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>	

To: City Council
Mayor Ed Menk
City Administrator Jim Thoreen
Finance Director Connie Hillman
From: Tony Sailer, Director
RE: Field 3 lighting request
Date: November 29, 2017

The Park Board approved adding lights to Field 3 at Memorial Park if funding can be obtained.

Staff received two estimates: \$128,000 and \$180,000. Staff recommends accepting the lower estimate as the specifications meet all expectations (light poles, lighting, electrical, etc.). The lower bidding firm is an NJPA member.

Fields 1 and 2 need to have the lights readjusted. If this could be done at the same time the lights are being installed on Field 3, the estimate is between \$3,500 and \$5,000.

Total cost for installing lights on Field 3 and readjusting the lights on Fields 1 and 2 is estimated to be \$133,000.

Staff has raised \$12,736 for the field lighting project through its field banner program and will continue with this program. Also, staff has requested \$30,000 in the 2018 Capital Improvement budget request.

Staff believes there are two options for funding: Bonding for the expense, or the lease-to-own program the lower bidding firm offers. The lease-to-own program can range from 3-to-10 years with an interest rate of 3.8% to 4.8%. The interest rate on equipment certificates is about 2.1%.

Staff requested Park Board approval to advance the lighting project to the City Council for the following reasons:

1-Having two fields lit and two unlit is a scheduling headache as once it starts to get dark four fields of play need to be shrunk to two useable fields. This is especially an issue for the fall adult softball and kickball leagues when it gets dark much earlier.

2-Rain make-up games are typically scheduled at 10 p.m. which means teams, umpires and concession staff are at the fields after 11 p.m. during the work week.

3-Having an additional field lit may result in additional revenue as more teams could play in each league. If two teams are added in MS1 and MS2 it would result in \$4,000 of additional revenue; two additional teams in WS1/WS2 would be \$1,320; and two additional teams in Co-Rec would be an additional \$1,050. Two additional MS2 fall teams would be \$600 and four additional kickball teams would result in \$600. Additional teams would also increase concession stand revenue.



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date:

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Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
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:

Title of Item:

☐ 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>
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Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
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:

Title of Item:

☐ 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:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
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>	

PLANNING COMMISSION MEETING AND WORKSHOP DATES

[illegible]