

CITY COUNCIL AGENDA

Brainerd, Minnesota
December 18, 2017
7:30 P.M.
Brainerd City Hall
Council Chambers



Presentation 7:15 P.M.

Mike Angland, Architect with Widseth Smith Nolting
Facility Study Update

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 December 4, 2017
2. 2018 Budget Public Hearing Held on December 11, 2017

Documents:

[*20171204_CCdraft.pdf*](#)

[*20171211_CCdraft - Budget Public Hearing.pdf*](#)

B. **Approval Of Licenses**

1. Contractor Licenses - 62 - 4 - New, 58 - Renewals
2. Garbage Licenses - 3 - Renewals
3. Tobacco Licenses - 22 - Renewals
4. Taxi Cab Licenses - 2- Renewals
5. Second Hand Auto Licenses - 8 - Renewals
6. Pawnbrokers Licenses - 2 - Renewals
7. Second Hand Goods Licenses - 2 - Renewals

8. Tobacco Licenses - 1 - Renewal (Contingent Upon Fire Dept Inspection)

Documents:

2017-12-18 License RPT.pdf
01-01 thru 12-31 Renewals.pdf

C. Department Activity Reports

1. City Administrator
2. Police Chief
3. Finance Director

Documents:

City Administrator Report.pdf
Police Dept Report.pdf

D. Approval Of Agreement For Professional Services Between The City Of Brainerd And Brainerd Lakes Area Economic Development Corporation (BLAEDC) For 2018

Documents:

Agreements with BLAEDC.pdf

E. Approval Of Shared Services Agreement - National Joint Powers Alliance (NJPA)

Documents:

Approval of Shared Services Agreement.pdf

F. Minnesota Lawful Gambling Application For Exempt Permit - Submitted By Brainerd Lakes Chapter Muskies Inc., 9143 Lone Pine Rd., Brainerd For An Event To Be Held February 17, 2018 At The Brainerd Armory, 1115 Wright St., Brainerd

6. Council Committee Reports

A. Safety And Public Works Committee

Documents:

20171218_SPW.pdf

1. Presentation - Tim Houle (Widseth Smith Nolting) - Brainerd High School Area Traffic Study Update

Documents:

[*Traffic Study Presentation.pdf*](#)

2. Improvement 14-15 Airport Utility Extension Change Order 8

[*Documents:*](#)

[*Improvement 14-15 Change Order 8.pdf*](#)

3. Agency Agreement For Federal Participation In Construction

[*Documents:*](#)

[*RES - Agency Agreement for Federal Participation.pdf*](#)

4. Improvement 17-05 Brainerd Foundry Limited Site Investigation Contract Extensions

[*Documents:*](#)

[*Imp 17-05 Limited Site Investigation Contract Extensions.pdf*](#)

5. Transit Operations And Transit Advisory Committee Membership

[*Documents:*](#)

[*Transit Operations and Transit Advisory Committee Membership.pdf*](#)

6. Walkable Bikeable City Committee (WBCC) Tier 1 Recommendations FY 2018 - 2020

[*Documents:*](#)

[*WBCC Tier 1 Recommendations FY 2018 - 2020.pdf*](#)

B. Personnel And Finance Committee

[*Documents:*](#)

[*20171218_PF.pdf*](#)

1. Approval Of Bills, Transfer Of Funds & Payments To Contractors

Fire to Fire Capital Fund per FAB Agreement \$89,793

<u>Contractor</u>	<u>Imp #</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Amount Retained</u>
Bolton & Menk	16-14	Traffic Study - FINAL	\$9,311	\$0
Tom's Backhoe	14-15	Airport Util Ext. thru 12/12	\$71,761	\$2,219

2. Memorial Park Field 3 Lighting

Documents:

Memorial Park Field 3 Lighting.pdf

3. Police Department Community Service Officer Resignation

Documents:

CSO Resignation.pdf

4. 2018 Brainerd Area Taxi License Renewal

Documents:

Brainerd Area Taxi.pdf

5. Resignation Of Paid On Call Firefighter Anderson

Documents:

2017 Agenda Request Bob Anderson.pdf

6. Full-Time Employees Hired As Paid On-Call Firefighters

Documents:

Full-time Employees Hired as Paid On-Call Firefighters.pdf

7. Compensation Study Update

Documents:

Compensation Study Update 12_18_17.pdf

7. **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 2022)

Transportation Advisory Committee - 2 term (Expire 2019)

8. **New Business**

- A. **Willow Street Signal Warrant Analysis Discussion**

Documents:

Willow St Signal Warrant Analysis Discussion.pdf

B. 2018 Budget And Levy

1. Adopt Resolution Setting City and HRA Levies for 2018
2. Motion Adopted 2018 Budget

Documents:

Res - 2018 Levy and Budget.pdf

9. **Public Forum**

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

10. **Staff Reports**

(Verbal: Any Updates since Packet)

11. **Council Member Reports**

12. **Adjourn**

NOTE: Safety and Public Works Committee will meet at 6:15 P.M.
Personnel and Finance Committee will meet at 6:45 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"

**Brainerd, MN
December 4, 2017**

Pursuant to due call and notice thereof, the regular meeting of the Brainerd City Council was called to order at 7:37 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 JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE AGENDA.

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

- A. Approval of the Minutes of the Regular Meeting held on November 20, 2017 and the 2018 Budget Workshop held November 27, 2017 – Approved**
- B. Department Activity Reports – Approved**
 - 1. Fire Chief
 - 2. Parks Director
- C. Transfer Tobacco, Fill Station and Off-Sale Beer License from Holiday Stationstores, LLC to Holiday Stationstores, Inc. at 424 South 6th Street - 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.

Presentations

Brainerd Public Utilities (BPU) 2018 Operating & Capital Budget – Approved

Brainerd Public Utilities Superintendent Scott Magnuson and Finance Director Todd Wicklund reviewed keys points of the budget which had been provided to the Council prior to the meeting. They answered questions of the Council and the Chair thanked them for their presentation.

MOVED AND SECONDED BY ALDERMEN BEVANS AND STUNEK, DULY CARRIED, TO APPROVE BRAINERD PUBLIC UTILITIES 2018 OPERATING AND CAPITAL BUDGET AS ADOPTED BY THE PUBLIC UTILITIES COMMISSION AT THE NOVEMBER 28, 2017 MEETING.

Council Committee Reports

Safety and Public Works Committee Report

2017 and 2018 Capital Improvement Program Review – Informational

City Engineer Sandy described the 2017 year in review for the capital projects. The street and sewer construction and maintenance activities consisted of just under \$2,000,000. Mr. Sandy explained the Capital Improvement Plan and the maintenance projects planned for 2018 and answered questions.

911 Kingwood Street Nuisance Assessment - Informational

Committee Chair Bevans indicated the owner of this property spoke at the November 20, 2017 meeting to ask the Council to reconsider his unlicensed vehicle assessment of \$2,375. This is the second time the property owner has been assessed for unlicensed vehicles. The property owner had ample time to discuss the situation with staff which was not done prior to the assessment letter mailed in November. The assessment has already been certified to the County. It is the committee's conclusion to uphold the assessment.

The Chair recognized Mr. Tim Voss, 911 Kingwood Street. Mr. Voss stated the amount of the assessment is extreme for having an unlicensed vehicle parked on his property.

Improvements 14-03, 16-13 and 14-01 Final Estimates - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO APPROVE ALL OF THE FINAL ESTIMATES AS PROVIDED AND THE OVERRUN OF THE CONSTRUCTION COSTS ON BUFFALO HILLS LANE. STAFF WILL SUBMIT THE FINAL REIMBURSEMENT REQUEST TO STATE AID FINANCE FOR THE BALANCE OF CONSTRUCTION AND ENGINEERING COSTS ON THESE THREE PROJECTS DUE DECEMBER 14, 2017.

SEH Fee Amendment Proposal – 2019 Garfield Safe Routes to School Phase II and Phase III - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT THE FEE AMENDMENT PROPOSED BY SEH FOR THE GARFIELD SAFE ROUTES TO SCHOOL PHASE II AND PHASE III PROJECTS.

Personnel and Finance Committee Report

Approval of Bills & Payments to Contractors - Approved

<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

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

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

Fire Department One Year Probation Period Complete; Steve Isle - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE THE CHANGE IN EMPLOYMENT STATUS FROM “PROBATIONARY” TO “REGULAR” FOR PAID ON-CALL FIREFIGHTER STEVE ISLE FOLLOWING THE SUCCESSFUL COMPLETION OF HIS ONE-YEAR PROBATION, EFFECTIVE NOVEMBER 1, 2017.

Police Request to Hire Community Service Officers - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO ACCEPT WITH REGRET THE RESIGNATIONS OF COMMUNITY SERVICE OFFICERS ALEX STOVALL AND TRAVIS HANSON AND AUTHORIZE FILLING BOTH VACANCIES.

Office Out of State Travel & Training Request - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO AUTHORIZE UTILIZING APPROXIMATELY \$1,300 OF DRUG FORFEITURE FUNDING AND OUT OF STATE TRAVEL FOR OFFICER PRINCE TO ATTEND THE GANG UNDERCOVER NARCOTICS INVESTIGATOR CONFERENCE IN LAS VEGAS, NEVADA IN FEBRUARY 2018.

Intergovernmental Agreement for Superbowl 2018 – Adopted by Resolution No. 72:17

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK TO ADOPT RESOLUTION NO. 72:17 AUTHORIZING THE CITY ADMINISTRATOR AND MAYOR TO SIGN AND EXECUTE THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH THE CITY OF MINNEAPOLIS FOR ADDITIONAL LAW ENFORCEMENT PERSONNEL.

RESOLUTION NO. 72:17

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

Lighting Request for Memorial Park Field 3 - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO AUTHORIZE STAFF TO PURCHASE LIGHTS FOR THE MEMORIAL PARK FIELD 3 AS REQUESTED BY THE PARK BOARD.

Discussion of The City’s State Minnesota Investment Funds (MIF) - Informational

Committee Chair Johnson explained the City has a current cash balance of \$158,537 in State Minnesota Investment Funds (MIF). Staff is confirming details and the topic will be on the Economic Development Authority’s (EDA) next agenda.

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

Joining The Chamber of Commerce - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPROVE A ONE YEAR MEMBERSHIP TO THE CHAMBER OF COMMERCE PAID FROM THE MAYOR'S CONTINGENCY FUND.

Planning Commission

Special Meetings / Fees and Fees for Services – Direction Requested

City Planner Ostgarden explained the Planning Commission has asked for direction regarding special meetings and special meeting fees. Historically, the City Council has approached special meeting requests as an informal process. There is currently no fee for the service if the situation deems appropriate. The Planning Commission's recommendation is the process become more formal with a possible fee attached.

Council discussion took place and it was unanimously decided that the current process does not need to be changed nor is a special meeting fee needed.

City Planner Ostgarden indicated the Planning Commission also requested the application fee schedule be revisited to charges for a fee for services associated with an application.

Council discussed the issue and unanimously concurred to make no changes to the current procedures.

Public Forum

The Chair Opened the public forum at 8:35 P.M.

No one came forward.

The Chair Closed the public forum at 8:35 P.M.

Staff Reports

City Planner Ostgarden announced the first Comprehensive Plan Steering Committee meeting is Thursday, December 7th at 4:00 p.m. at the Fire Department conference room. The invitation is open to anyone who would like to attend.

City Planner Ostgarden indicated there is a public hearing scheduled on December 20, 2017 at 6:00 p.m. during the Planning Commission meeting regarding input on removing the off-street parking requirements from the city code for all schools in the City.

City Administrator Thoreen met with Ms. Cassandra Torstenson, the incoming City Administrator last week to familiarize her with the City of Brainerd.

Council Member Reports

Council Member Johnson reported the Housing and Redevelopment Authority (HRA) is applying to the Veteran's Administration (VA) and Housing and Urban Development (HUD) for vouchers to house homeless veterans. The VA has informed us there are no homeless veterans in Crow Wing County.

Council Member Hilgart reminded of the Homeless Heroes 5K taking place on Saturday, December 9, 2017 at 10:00 a.m.

Council Member Stunek was part of a group of police officers from Brainerd and Baxter and the Fire Department that delivered over 350 meals on Thanksgiving to many area families. The Legion served approximately 400 meals at their location. Thank you to everyone who participated.

Council Member Bevans announced Sage on Laurel opened last Thursday. They are the newest restaurant in downtown Brainerd and encourage everyone to check it out.

Mayor Menk reported the downtown construction projects continue. The Last Turn hopes to open in March 2018 after their remodel and expansion and the Purple Fern is finalizing the lease for their new business located downtown.

Adjourn to the Budget and Levy Hearing and Mississippi Riverfront Committee Workshop on December 11, 2017 at 6:00 p.m.

The Chair adjourned the meeting at 8:44 p.m.

James M. Thoreen
City Administrator

**Brainerd, MN
December 11, 2017**

Pursuant to due call and notice thereof, the Special Meeting 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: Bevans, Badeaux, Johnson, Hilgart, Lambert, Pritschet, Mayor Menk. Council Member Stunek was noted as absent. The following staff was also noted as present: City Administrator Thoreen, Finance Director Hillman, City Engineer Sandy, Police Chief McQuiston, City Planner Ostgarden, and Park Director Sailer.

The Chair opened the meeting with the Pledge of Allegiance.

2018 Budget and Levy Presentation

Finance Director Hillman presented an overview of the Minnesota property tax timeline, a comparison of the City's Estimated Market Value for pay years 2018 and 2017, the 2018 Levy and Budget, and the estimated impact to both Residential Homestead and Commercial/Industrial Properties.

Public Comment Period

The Chair opened the Public Comment Period at 6:14 P.M.

The following citizens addressed the Council with concerns:

- Lorraine Millam 345 28th Street SE; stated that her taxes for a land locked piece of property increased by 252.5%
- Diane Hardy 902 11th Street SE; stated that she feels that she is being taxed out of her home as it is estimated she will have to pay over \$1,900 in property taxes for 2018, and a neighboring property owner pays half of the amount of taxes that she does.
- Mary Koep 123 Laurel Street; asked the council what was being done with the bond levy for a bond that will be paid off in early 2018, and if the council has taken into considered not bonding for equipment in 2018.

Council and staff answered questions and addressed how a change in the market value of the property impacts the amount of proposed taxes payable for 2018.

The Chair closed the Public Hearing at 6:35 P.M.

City Administrator Thoreen stated the adoption of the 2018 levy and budget will be on the agenda for the December 18, 2017 council meeting and that the meeting starts at 7:30 P.M.

Mississippi Riverfront Partnership Plan Projects and Possible Funding

The Chair recognized Ms. Jennifer Bergman, the Executive Director of the Brainerd HRA. Ms. Bergman presented a recap of the last two years and what the Riverfront Committee has accomplished with the grant from the Brainerd Lakes Area Community Foundation

(BLACF). She shared that the Brainerd Riverfront committee has met regularly for the last two years, the committee chose to hire SEH as the consultant, and identified the Three Bridges Trail as the first project to be completed. The committee and SEH have devoted many volunteer hours to the project. The concept of the Three Bridges Trail is moving forward, however, there are a lot of other projects associated with the Riverfront that can still be done. Therefore, the Council agreed to take over the third year of the BLACF grant and has worked with the National Joint Powers Alliance (NJPA) to appoint a Riverfront Coordinator.

Ms. Heidi Peper with SEH shared an update of the Legislative-Citizen Commission of Minnesota Resources (LCCMR) funding request, as well as additional funding opportunities such as the Federal Transportation Alternative grant that is due January 12, 2018, and will fund 80% of the construction only. This grant would require a resolution asking for a match from the City. Ms. Peper discussed other funding sources that would bridge the gap in the funding needs for the Three Bridges Trail. The suggested approach is to go for the larger grants first and then go to smaller funding sources.

Ms. Bergman asked the Council how the transition of the Riverfront project will occur from the HRA back to the City. City Administrator Thoreen and Ms. Bergman updated the council that NJPA has agreed to have Ms. Ashley Kaisershot be the Riverfront Coordinator. Ms. Kaisershot is an employee of NJPA, but will have an office in City Hall and will devote approximately twenty hours a week to the Riverfront project and the rest of her time would go for the City's comprehensive plan update. Ms. Bergman shared that it would be the HRA's recommendation to have the committee stay intact going into the future.

Council Member Johnson stated he would like to see everyone that has been serving on the committee be appointed by the Council. Council Member Hilgart raised some concerns if the Council could just appoint the existing committee members. City Administrator Thoreen stated he would request the City Attorney review the appointment process and to provide guidance.

Adjourn

The Chair adjourned the meeting at 7:05 P.M.

James M. Thoreen
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
December 18, 2017
(4 New, 58 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
W. L. HALL CO. 530 15TH AVENUE S. HOPKINS, MN 55343 18-0001	(952) 974-7612	GENL	4/1/2018	12/31/2018	
MP NEXLEVEL, LLC 500 COUNTY ROAD 37 E MAPLE LAKE, MN 55358 18-0002	(320) 963-2400	UTIL	8/31/2018	12/31/2018	
J-BERD MECHANICAL CONTRACTORS INC. 3308 SOUTHWAY DRIVE ST. CLOUD, MN 56301 18-0003	(320) 656-0847	MECH	2/28/2018	9/8/2018	MB006107 PC642621
GRANITE CITY ROOFING, INC. PO BOX 1482 ST. CLOUD, MN 56302 18-0004	(320) 253-4441	ROOF	5/1/2018	12/31/2018	
DAIKIN APPLIED AMERICAS INC. 13600 INDUSTRIAL PARK BOULEVARD PLYMOUTH, MN 55441 18-0005	(763) 553-5330	MECH	4/1/2018	10/8/2018	MB003904 TS002163 HC004213
ROGER DEMARAIS CONSTRUCTION LLC 10861 - 135TH AVENUE NE FOLEY, MN 56329 18-0006 (New)	(320) 250-8844	FRAM	1/24/2018	12/31/2018	
RHEAUMES HOUSE OF LETTERING INC. 25113 21ST AVENUE ST. CLOUD, MN 56301 18-0007	(320) 252-7680	SIGN	10/22/2018	7/1/2018	SB683780
MICHELS CORPORATION 817 WEST MAIN STREET BROWNSVILLE, WI 53006 18-0008	(920) 583-3132	MECH	2/1/2018	10/29/2019	MB674871 PC646114
ST. CLOUD ACOUSTICS, INC. 30762 PEARL DRIVE P.O. BOX 758 ST JOSEPH, MN 56374 18-0009	(320) 363-8585	CEIL	6/23/2018	12/31/2018	
BARATTO BROTHERS CONSTRUCTION INC 13872 SHAFER RD CROSSLAKE, MN 56442 18-0010	(218) 692-1070	GENL	10/26/2018	12/31/2018	BC322437
ALL ELEMENTS, INC. 301 CHELSEA ROAD MONTICELLO, MN 55362 18-0011	(763) 314-0234	ROOF	9/1/2018	12/31/2018	BC323540

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(4 New, 58 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
BRAINERD LAKES HEATING & AIR LLC 21538 COUNTY ROAD 3 MERRIFIELD, MN 56465 18-0012	(218) 963-3131	MECH	2/16/2018	9/1/2018	MB641768
RICE LAKE CONSTRUCTION GROUP 22360 COUNTY ROAD 12 PO BOX 517 DEERWOOD, MN 56444 18-0013	(218) 546-1903	GENL	11/1/2018	12/31/2018	
MARV'S INTERIORS/DRYWALL LLC 3807 WOODLAWN STREET BRAINERD, MN 56401 18-0014	(218) 839-8475	DRYW	10/26/2018	12/31/2018	
REID'S BACKHOE LLC 17698 STATE HWY 18 BRAINERD, MN 56401 18-0015	(218) 764-2827	EXCA	5/17/2018	12/31/2018	2603
PIKE PLUMBING & HEATING OF BRAINERD 830 BROOK STREET BRAINERD, MN 56401 18-0016	(218) 829-4332	MECH	1/1/2019	10/9/2018	MB003963 PC645518
KENKO DRYWALL, INC. 14181 - 242ND AVENUE PIERZ, MN 56364 18-0017	(320) 980-1789	DRYW	8/15/2018	12/31/2018	
GULL LAKE GLASS, INC. 18441 STATE HWY 371 BRAINERD, MN 56401 18-0018	(218) 829-2881	GLAS	9/22/2018	12/31/2018	
GRANITE CITY REFRIG. & SHEET METAL PO BOX 358 SAUK RAPIDS, MN 56379 18-0019	(320) 252-3111	MECH	5/1/2018	9/1/2018	MB003158
CUSTOM UPOLSTERY & AWNING CENTER 17181 STATE HWY 371 BRAINERD, MN 56401 18-0020	(218) 855-1096	AWNG	8/1/2018	12/31/2018	
LIBERTY EXTERIORS LLC 640 MAIN STREET N CAMBRIDGE, MN 55008 18-0021	(763) 689-5997	GENL	4/25/2018	12/31/2018	BC630687
Q3 CONTRACTING, INC. 3066 SPRUCE STREET LITTLE CANADA, MN 55117 18-0022	(651) 224-2424	EXCA	2/28/2018	12/31/2018	

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CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
D.R.S.C. CONCRETE, INC. 13464 5TH AVENUE NE RICE, MN 56367 18-0023	(320) 393-4888	MASO	8/19/2018	12/31/2018	
MN INDEPENDENT PETROLEUM SERVICES 8299 WISE ROAD BRAINERD, MN 56401 18-0024	(218) 829-2745	MECH	7/1/2018	12/14/2018	MB005791
GPS RESTORATION SOLUTIONS LLC 7757 COLLEGE RD SUITE 105 BAXTER, MN 56425 18-0025	(218) 454-0805	GENL	1/27/2018	12/31/2018	BC678734
MIDWEST EXTERIORS OF ROALTON, INC. 26160 - 63RD STREET ROYALTON, MN 56373 18-0026 (New)	(320) 290-7874	ROOF	7/31/2018	12/31/2018	BC637341
JR MASONRY AND CONCRETE INC. 7050 55TH STREET NE SAUK RAPIDS, MN 56379 18-0027 (New)	(320) 249-5799	MASO	10/27/2018	12/31/2018	
JOHN FRANZEN STUCCO, LLC 30012 EAST HORSESHOE LAKE RD MERRIFIELD, MN 56465 18-0028	(218) 765-4051	STUC	12/1/2018	12/31/2018	
MN HOME IMPROVEMENTS, INC. 8850 RIDGEWOOD CT PO BOX 248 ST JOSEPH, MN 56374 18-0029	(320) 363-4435	GENL	3/1/2018	12/31/2018	BC699875
CENTRAL LAKES DRYWALL, INC. PO BOX 2569 BAXTER, MN 56425 18-0030	(218) 820-9600	DRYW	9/1/2018	12/31/2018	
SCHAFER BUILDING MAINTENANCE 6037 85TH STREET NE FOLEY, MN 56329 18-0031	(320) 387-3205	CROOF	3/7/2018	12/31/2018	
HENGEL READY MIX & CONSTRUCTION INC 12883 UPPER SYLVAN ROAD SW PILLAGER, MN 56473 18-0032	(218) 746-3355	EXCA	9/1/2018	12/31/2018	
CROSSLAKE SHEETMETAL, INC. P.O. BOX 191 CROSSLAKE, MN 56442 18-0033	(218) 692-2177	MECH	7/15/2018	10/23/2018	MB003832

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CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
CLIMATE MAKERS, INC. 1700 FREEWAY BLVD #10 BROOKLYN CENTER, MN 55430 18-0034	(763) 786-5999	MECH	11/20/18	12/31/2018	MB004290 PC648912
BRAINERD GLASS, INC. 302 5TH AVENUE NE SUITE 4 BRAINERD, MN 56401 18-0035	(218) 829-5430	GLAS	3/27/2018	12/31/2018	
BERCHER CONSTRUCTION, INC. 7676 DESIGN ROAD SUITE 100 BAXTER, MN 56425 18-0036	(218) 829-1381	GENL	1/1/2019	12/31/2018	BC004461
ASPEN CREEK PLUMBING & HEATING LLC 20271 STATE HWY 18 BRAINERD, MN 56401 18-0037	(218) 838-5006	MECH	7/1/2018	12/31/2018	PC669464 MB669490
ALTERS MASONRY CONCRETE, INC. 19784 SEE GULL ROAD BRAINERD, MN 56401 18-0038	(218) 828-1820	MASO	2/27/2018	12/31/2018	
NEYSSEN DRYWALL LLC 7820 15TH AVE NE RICE, MN 56367 18-0039 (New)	(320) 255-0731	DRYW	8/21/2018	12/31/2018	
R & H DRYWALL, INC. 26023 HWY 27 PO BOX 400 PIERZ, MN 56364 18-0040	(320) 468-6808	DRYW	3/15/2018	12/31/2018	
PRATT'S AFFORDABLE EXCAVATING INC. 23069 SWAN LANE MERRIFIELD, MN 56465 18-0041	(218) 765-4244	EXCA	9/1/2018	12/31/2018	L1341
SHO-CON OF PIERZ, INC. 25238 - 213TH STREET PIERZ, MN 56364 18-0042	(218) 851-3945	MASO	4/6/2018	12/31/2018	
ROSS LEWIS SIGNS, INC. 2201 BARDWELL DRIVE NW BEMIDJI, MN 56601 18-0043	(218) 751-1204	SIGN	1/19/2018	2/7/2018	SB678195
SHANE WILSON HEATING & COOLING 6388 ESTATE CIRCLE DR BRAINERD, MN 56401 18-0044	(218) 831-8117	MECH	8/24/2018	4/2/2018	MB653345

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
December 18, 2017
(4 New, 58 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
SEARS HOME IMPROVEMENT PRODUCTS, INC 1024 FLORIDA CENTRAL PKWY LONGWOOD, FL 32750 18-0045	(407) 551-6000	GENL	8/1/2018	12/31/2018	CR268257
QWEST CORPORATION dba: CENTURY LINK 4658 HEATHERWOOD RD ST. CLOUD, MN 56301 18-0046	(763) 412-0024	UNGD	9/1/2018	12/31/2018	
PETE'S CABIN CARE, INC. 32781 CULLEN CT BREEZY POINT, MN 56472 18-0047	(218) 838-7165	GENL	4/6/2018	12/31/2018	BC634328
NC PLUMBING & HEATING INC DBA NORTH 13688 KIMBERLY ROAD PO BOX 1020 CROSSLAKE, MN 56442 18-0048	(218) 692-3000	MECH	3/1/2018	12/31/2018	PC721186 MB721187
JIBEC HEATING & COOLING (NIGGELER) 1775 DANDELION LANE SW BRAINERD, MN 56401 18-0049	(218) 828-0330	MECH	9/1/2018	11/21/2018	MB005584
NEUMANN CONSTRUCTION, INC. 3552 44TH STREET SW PINE RIVER, MN 56474 18-0050	(218) 270-0009	GENL	9/18/2018	12/31/2018	BC586859
MID-STATE CUSTOM HOMES INC. 1201 SHAMROCK LANE ALBANY, MN 56307 18-0051	(320) 845-7750	INSU	9/1/2018	12/31/2018	BC191211
KASELLA CONCRETE, INC. 6191 330TH AVENUE PIERZ, MN 56364 18-0052	(320) 355-2926	MASO	2/12/2018	12/31/2018	
INDIGO SIGNWORKS, INC. 1622 MAIN AVENUE FARGO, ND 58103 18-0053	(701) 297-9696	SIGN	11/18/2018	5/21/2018	SB683135
ELLINGSON PLUMBING, HEATING, A/C 2510 BROADWAY STREET S. ALEXANDRIA, MN 56308 18-0054	(320) 762-8645	MECH	10/26/2018	12/31/2018	PC003601 MB003601
DOW ACOUSTICS, INC. PO BOX 477 DETROIT LAKES, MN 56502 18-0055	(218) 847-8976	CEIL	8/1/2018	12/31/2018	

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
December 18, 2017
(4 New, 58 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
MATICH MASONRY LLC 11490 SLEEPY HOLLOW ROAD BRAINERD, MN 56401 18-0056	(406) 696-1310	MASO	9/22/2018	12/31/2018	
KUEPERS CONSTRUCTION, INC. 17018 COMMERCIAL PARK ROAD BRAINERD, MN 56401 18-0057	(218) 829-0707	GENL	12/1/2018	12/31/2018	BC002599 TS001858
BEDNAR PLUMBING & HEATING, LLC 14208 COUNTY ROAD 22 BRAINERD, MN 56401 18-0058	(218) 829-6534	MECH	9/25/2018	2/9/2018	MB004963 PC645438
TOM'S BACKHOE SERVICE, INC. 323 WOODLAND HILLS LANE BRAINERD, MN 56401 18-0059	(218) 828-4232	EXCA	7/1/2018	12/31/2018	L408
BUTTWEILER'S DO-ALL, INC. 4298 STATE HWY 114 SW ALEXANDRIA, MN 56308 18-0060	(320) 886-5319	ROOF	1/1/2019	12/31/2018	
R J MECHANICAL, INC. 901 INDUSTRIAL PARK RD N PO BOX 373 MORA, MN 55051 18-0061	(320) 679-0602	MECH	1/1/2019	12/2/2018	MB004174 PC001353 HC000133
DECHANTAL EXCAVATING, LLC PO BOX 315 BRAINERD, MN 56401 18-0062	(218) 828-4636	EXCA	2/1/2018	12/31/2018	L2267

2018 LICENSE RENEWALS DECEMBER 18, 2017 COUNCIL MEETING

GARBAGE LICENSE – 3 Renewals

Garrison Disposal dba Nisswa Sanitation
PO Box 308
Aitkin, MN 56431

Waste Partners, Inc.
2928 State Hwy 371
Pine River, MN 56474

Waste Management of Brainerd
7968 Industrial Park Road
Baxter, MN 56425

TOBACCO LICENSES – 22 Renewals

S & R Quisberg, Inc. dba Brainerd Cub Foods
417 8th Ave NE
Brainerd, MN 56401

J.H.T. Vape
814 Front Street
Brainerd, MN 56401

Hollco, Inc. dba Eastside Superamerica #4880
421 NE Washington Street
Brainerd, MN 56401

Highway 25 Liquor
1424 Mill Avenue NE
Brainerd, MN 56401

Mill Avenue Holiday
1500 Mill Avenue
Brainerd, MN 56401

Tobacco Den
633 Washington Street NE
Brainerd, MN 56401

Cashwise Liquor
513 B Street NE
Brainerd, MN 56401

Shep's on Sixth
315 South 6th Street
Brainerd, MN 56401

Evas dba Southside Express
701 Industrial Park Rd SW
Brainerd, MN 56401

Barrett's NE Liquors
105 NE Washington Street
Brainerd, MN 56401

Yesterday's Gone
219 S 9th Street
Brainerd, MN 56401

Northern Tier Retail LLC dba SuperAmerica #4076
1223 South 6th Street
Brainerd, MN 56401

Cornerstone Liquor
817 Washington Street
Brainerd, MN 56401

Hollco, Inc. dba Superamerica #4883 Midtown
321 Washington Street
Brainerd, MN 56401

Family Dollar
402 Washington Street
Brainerd, MN 56401

Holiday Stationstores, Inc.
424 South 6th Street
Brainerd, MN 56401

Casey's General Store
850 Lum Park Road
Brainerd, MN 56401

Risky Business
326 Washington Street
Brainerd, MN 56401

Hollco, Inc. dba Triangle Store
901 Oak Street
Brainerd, MN 56401

Walgreens #05635
340 W Washington Street
Brainerd, MN 56401

Pine Square
3325 Oak Street
Brainerd, MN 56401

Vapor North
316 Washington Street
Brainerd, MN 56401

**2018 LICENSE RENEWALS
DECEMBER 18, 2017 COUNCIL MEETING (CONT.)**

TAXI CAB LICENSES – 2 Renewals

Grab-A-Cab
422 Charles Street
Brainerd, MN 56401

Elite Taxi
630 30th Ave N
St. Cloud, MN 56303

SECOND HAND AUTO LICENSES – 8 Renewals

Midway Auto
10 E Washington Street
Brainerd, MN 56401

West Brainerd Auto
721 W Washington Street
Brainerd, MN 56401

Motors-N-More
510 10th Ave NE
Brainerd, MN 56401

Auto Import
22 Washington Street
Brainerd, MN 56401

Wood Motor, Inc. dba Tanner Motors
620 W Washington Street
Brainerd, MN 56401

Professional Auto Leasing, Inc. dba Tanner Nissan
620 W Washington Street
Brainerd, MN 56401

FCA Sales
301 Washington Street
Brainerd, MN 56401

East Side Auto & Muffler
413 Washington Street
Brainerd, MN 56401

PAWNBROKERS LICENSES – 2 Renewals

Iron Hills Gun & Pawn Inc.
704 Front Street
Brainerd, MN 56401

T & B Pawn & Gun Inc.
515 Washington Street
Brainerd, MN 56401

SECOND HAND GOODS LICENSES – 2 Renewals

Brainerd Gold & Silver
702 W Washington Street
Brainerd, MN 56401

E.L. Menk Jewelers
623 Laurel Street
Brainerd, MN 56401

Contingent Upon Inspection by the Fire Department

TOBACCO LICENSES – 1 Renewal

VIP Vapors
207 South 7th Street
Brainerd, MN 56401

CITY ADMINISTRATOR'S REPORT

BRAINERD CITY COUNCIL MEETING

December 18, 2017

Unless called upon for these types of reports prior to December 31st, this will be my final report on activities and issues of common concern.

Once again, I say Thank You to the Brainerd City Council for the opportunity to work with you and for you these past 2+ years. It has been a great journey with many highlights I will cherish and, perhaps, a few circumstances which may cause me to scratch my head as to “what was that all about?”

I sense and observe some very positive activities which will lead to a better, more attractive and more vibrant community. You have much work ahead of you, but without taking some first steps toward renewal/reinvigoration nothing happens. You are taking some great first steps.

The city is blessed with diligent, hard-working individuals in all its departments. One of the “joys” of public administration is to sort out every day work place challenges arising from the mere fact that all of us are only human, and we fall short, we err, we make mistakes. To ensure that policy, protocols, rules, contracts and laws are followed is a bit of a Rubik’s cube. You may take pride that our practices to meet the complicated system local government has become are well tended. Thank you to a staff which responds daily to needs and challenges in service to our citizens.

NEW ADMINSTRATOR ORIENTATION

Cassandra spent 2+ days with us at the end of November. She will return Monday and will continue to meet staff, citizens and community leaders. I will provide guidance as to issues and continue to outline the organizational chart as well as critical aspects of the City Charter. She will be present for Monday night’s Council meeting. She will return to Bismarck early afternoon on Tuesday, December 19th. Cassandra is a quick study; she communicated well in the various sessions during her last visit here. I have offered to field any questions from her after my departure only to the extent that background information will assist in the process to understand past history.

**BRAINERD POLICE DEPARTMENT
MEMORANDUM**

TO: Brainerd City Council

FROM: Police Chief Corky McQuiston

DATE: 12-12-17

RE: Monthly Report

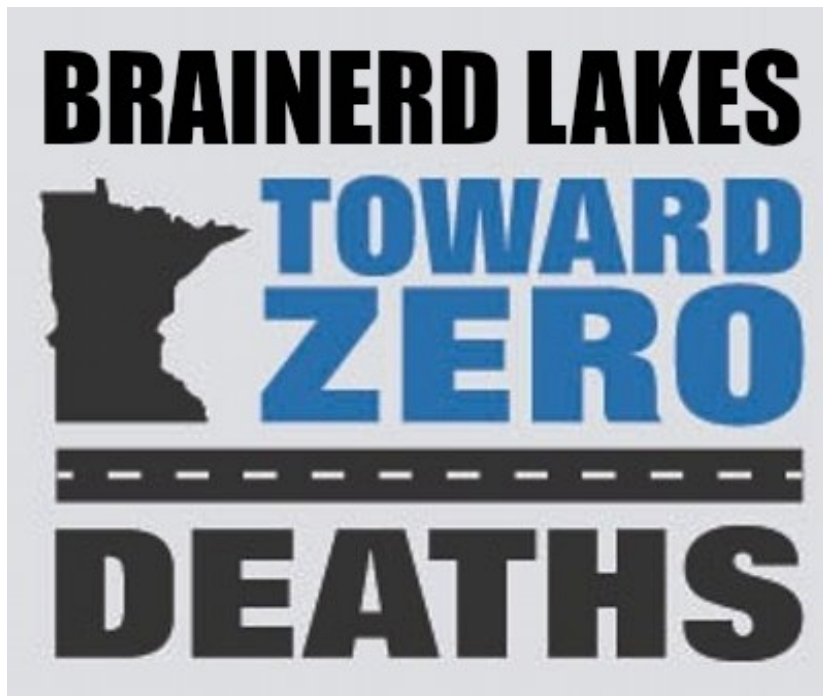


**Special
Olympics**
Minnesota



On November 9th and November 11th, Brainerd Police Officers helped staff the State Special Olympics Bowling Tournament at Jack's House. Uniformed officers were part of the Awards Presentation Staff and placed the medals on the athletes. The state bowling tournament had been held in the Minneapolis area, but now it has been switched to a few regional areas outstate, and Brainerd is the location for north central Minnesota athletes.





November TZD Enforcement Report

The day before Thanksgiving has traditionally been a high-vehicle travel day and DWI targeted enforcement is normally scheduled for this date. This year that was November 22nd. While there were no arrests made for DWI, two people were arrested on outstanding warrants by officers working the saturation project. Collectively, six additional officers made up from the Baxter, Brainerd, Breezy Point, Nisswa, and Pequot Lakes Police Departments were scheduled.

Those officers concentrated on State Highway 371 from Baxter to Nisswa, working from 4 pm to midnight. The officers stopped 67 cars and patrolled for 644 miles. They wrote 16 citations and 53 warnings. One of the primary goals of these projects is Hi-Visibility which can have as much value as a deterrent as making arrests. The weather was a little difficult at the beginning, which is something that we often run into on these projects, however it was good to have those officers working the project to assist with crashes and vehicles that ran off the roadways.

American Legion Thanksgiving Meals

Officer Travis Gleason delivering meals on Thanksgiving.



As mentioned last month by Councilman Stunek, on-duty officers from the Brainerd Police Department along with Brainerd Firefighters and other local law enforcement officers delivered hot Thanksgiving Dinner meals to area residences. We really need to thank the American Legion and the others who put together this annual event. We are very fortunate that they allow us to participate and add this to our Community Policing opportunities to interact with the community in a positive light.

NOVEMBER TRAINING

Investigator Chad Kleffman and I both attended the 2017 BCA Human Trafficking Conference held at Grand View Lodge in Nisswa. The conference was supplemented by grant funding, so our share of the tuition was only \$25 each and we received 16-hours of

POST Credits for attending. The conference had very good presentations from federal, state, and local agencies and many of the break-outs sessions demonstrated the need and value for the multi-disciplinary response to these investigations. The primary focus was on recognizing and investigating juvenile sex trafficking and exploitation. They used several case studies to show the resources and techniques utilized to demonstrate how to successfully investigate and prosecute these cases. These cases can be very complex, labor intensive, and time consuming, and demonstrate the effectiveness of having analysts working jointly with investigators. These investigations also come with challenges from crossing jurisdictional lines.

You may have recalled the local newspaper article regarding a man from Owosso, Michigan, that responded to an add of an officer posing as a young woman advertising sex, by law enforcement attending the conference. The suspect drove from Michigan to Nisswa and was arrested for three felonies as a result:

<http://www.brainerddispatch.com/news/crime-and-courts/4354908-sex-sting-training-nets-actual-arrest-nisswa-man-faces-felonies>



On November 9th, I was able to attend a free 8 POST credit training conducted by the Minnesota Chiefs of Police Association covering Peer Support & Outreach, and Body Worn Cameras. This training was hosted and made possible by funding from NJPA at their facility in Staples. The Peer Support used case studies involving other agencies that have had Officer Involved Shootings(OIS) and Officer In-the-Line of Duty Deaths. This gave a good understanding of the resources necessary to manage and respond to these events, and how to continue to meet the necessary day-to-day operational requirements of the agency's service to the community.

The segment on Body Worn Cameras was led in discussion by the Burnsville Police Chief and the City of Burnsville IT Director. It was very informative since they currently utilize the same AXON system and storage management that we do.



I was also very fortunate to attend a **free** 7-hour POST Credit training sponsored by the BCA at St. Thomas University in St. Paul. The BCA was able to partner with the University of St. Thomas, and PERF (Police Executive Research Forum) to give a presentation on PERF's training guide to **ICAT**----Integrating Communications, Assessment, and Tactics.

ICAT is an integrated training approach designed to help officers safely and effectively defuse many types of encounters, especially incidents involving persons who are unarmed or are armed with weapons other than firearms and who may be experiencing a mental health or other crisis.

The goal of the training was to enhance both officer safety and public safety by providing officers with tools, skills, and options for handling different types of critical incidents. This introduction to **ICAT** concepts included presentations on the six training modules involved with discussions by training officers from Camden County New Jersey, Baltimore Maryland Police Department, Burlington Vermont Police Department, and Vossia County Florida. Personnel from those agencies demonstrated the concepts and promoted Q & A sessions about the training.

PERF is very generous in providing access to their training materials on-line free of charge, and promotes agencies using any or all of the materials and customizing them to meet individual needs.

We will be exploring how to incorporate these resources from **PERF** on **ICAT** as we look to transition and modernize our existing annual in-service training on De-escalation and Use of Force/Defensive Tactics training. We clearly recognize going forward these two annual training needs must be integrated to be effectively utilized by officers in the field.



Body Worn Camera Data Report for November

Number of Videos	Hours of Videos	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
1155	220 Hours	413 GB	715 MB	22 Minutes	38.5

As you know, officers began utilizing the AXON Body Worn cameras on October 2nd. Now that we have had some time to acclimate to them, we wanted to start to include some data with our monthly reports to the Council on usage. The report above lists some of the relevant data related to our utilization.

We are set up with the City Prosecutor for direct access to the videos from the system through an application called Evidence.com for prosecutors. We are planning to review this access with the County Attorney in December and make the transition with them to this method also. This will alleviate some staff time making copies onto some form of media and forwarding it to prosecutors. Our discussions have acknowledged that burning these types of things to CDs/DVDs is becoming a way of the past with less and less computers having the ability to play/record on DVDs. Sharing a link to the recording and being able to download from that link will most likely become the preferred method.

Conduct on Premises Activity Report for November

ICR	Date Reported	Title	Address	Summary
17015480	11/01/17	Conduct on Premises	722 West College Drive	Conduct on premises.
17016155	11/15/17	Conduct on Premises	723 SW 4 th Street	Conduct on Premise.
17016673	11/28/17	Conduct on Premises	713 Brian Lane	Conduct on Premise.

Monthly Police Activity

November	2017	2016
Calls	1299	1492
Citations (Inc. Parking)	171	257
Part I and Part II Crimes Reported	197 **	341

**** Note: This does not include files that have not yet been coded.**

39 parking tickets were issued in the month of November with the following dispositions:

4	Dismissed
0	Business Validations
17	Paid in Full
0	Partial Payments Received
18	No Payment Received

Revenue Recapture Receipts:

To Date: \$ 33,788.69

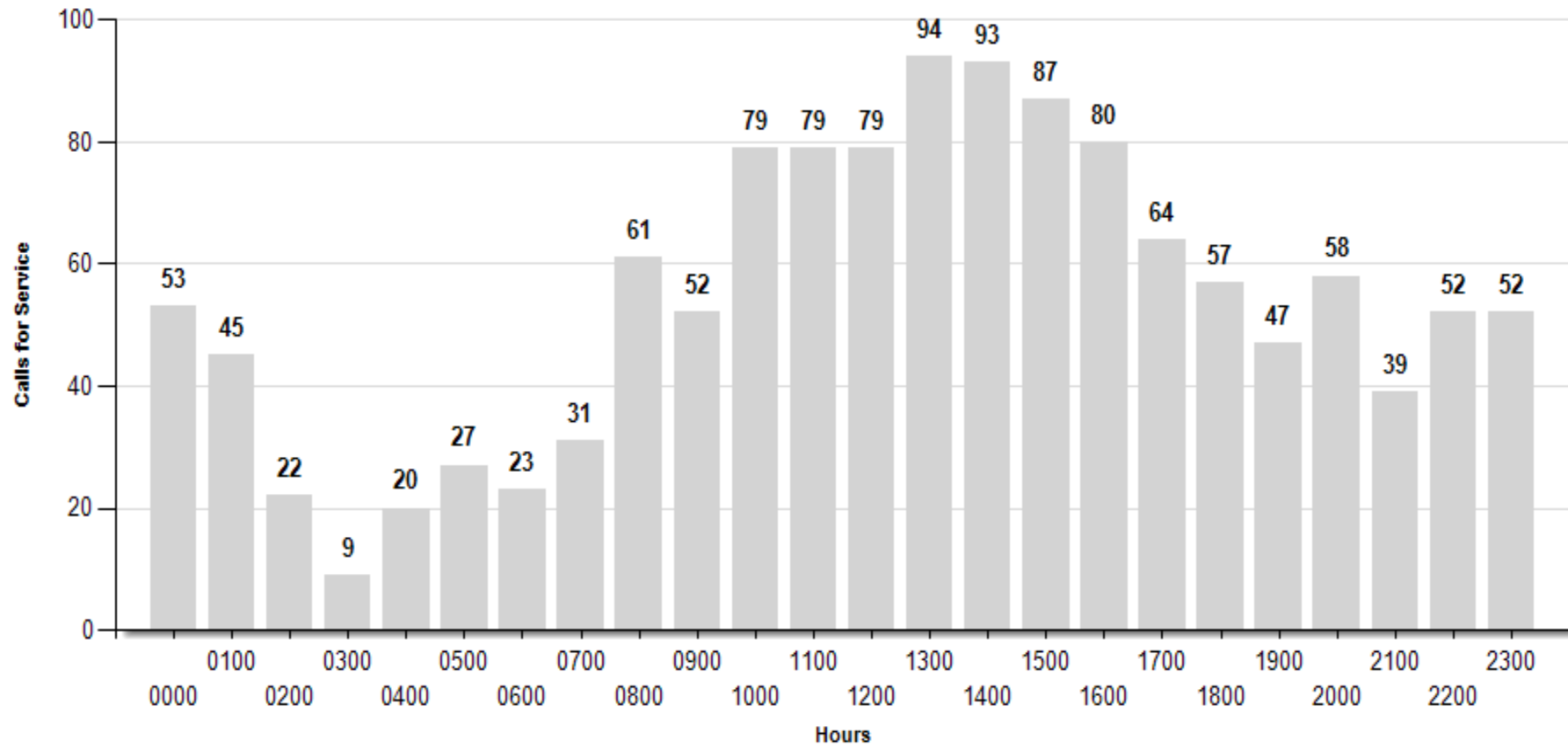
In 2017: \$ 5,779.23



Calls for Service Hourly

10/1/2017 to 10/31/2017

Total Calls: 1365





Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: Approval of Agreements between the City and BLAEDC for 2018 Services

☐ INFORMATION ONLY ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jim Thoreen	Department: Administration
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue: Attached are the 2018 agreements between the City of Brainerd and the Brainerd Lakes Area Economic Development Corporation (BLAEDC). The total cost is \$77,500. This is the same amount paid to BLAEDC for 2016 and 2017. The payment to BLAEDC is budgeted out of the EDA fund. The EDA Board recommended approval of the 2018 proposed budget which included \$77,500 to BLAEDC at its August 29, 2017 meeting.	
Alternatives, Options, Effects on Others/Comments: The agreements have been forwarded to the City Attorney for review.	
Recommended Action/Motion: As part of the Consent Calendar: Authorize approval of the 2018 agreements between the City of Brainerd and BLAEDC and authorized proper execution of the documents upon review by the City Attorney.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ 77,500 Is this budgeted? ☒ Yes ☐ No EDA Fund <u>Please Explain:</u>	



**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE CITY OF BRAINERD
AND
THE BRAINERD LAKES AREA
ECONOMIC DEVELOPMENT CORPORATION
FOR CALENDAR YEAR 2018**

Whereas, the City of Brainerd desires to actively implement an ongoing program to assist in the retention and support of its existing business community, promote the location of new businesses in the community, and support economic development in Crow Wing County; and

Whereas, the Brainerd Lakes Area Economic Development Corporation (BLAEDC), a private non-profit organization created "To Expand Business, Build Community, and Grow Jobs in Crow Wing County", has established a comprehensive program to accomplish this mission;

Therefore, the City of Brainerd does hereby enter into this agreement with the Brainerd Lakes Area Economic Development Corporation.

I. SERVICES

BLAEDC does hereby agree to provide the following services on behalf of the City of Brainerd:

- a) BLAEDC agrees to provide a focal point for economic development in the Brainerd area, to assist businesses and industry with their site location needs, provide financial packaging services, and business planning assistance. BLAEDC will provide these services in cooperation with others such as the Brainerd office of the Small Business Development Center.
- b) BLAEDC will provide community services and marketing programs throughout the year to fulfill its mission to expand the tax base and increase employment.
- c) BLAEDC does hereby agree to maintain an office within the Brainerd Lakes area to conduct its services under this contract.
- d) BLAEDC will provide periodic reports to the City of Brainerd on the activities and progress to fulfill the services identified above.

- e) A BLAEDC representative will attend City of Brainerd meetings whenever appropriate or requested by the City of Brainerd.

II. TERM OF CONTRACT

The term of this contract shall be one year, commencing January 1, 2018, and terminating on December 31, 2018.

This contract may be modified, amended or terminated upon the mutual agreement of the parties in writing and fully executed by both parties. If either party desires to modify, amend or terminate this contract, it shall give written notice of such intent to the other party not less than 30 days prior to the date such modification, amendment or termination shall take effect.

III. COMPENSATION

Services Relating to Accomplishing Our Mission

The City of Brainerd agrees to pay BLAEDC **\$47,200** for these services, payable in payments of **\$23,600** on or about **July 1, 2018** and **December 1, 2018**.

Additional Services Including Retail Related projects

The City of Brainerd agrees to pay BLAEDC **\$11,450** for these services, payable in payments of **\$5,725** on or about **July 1, 2018** and **December 1, 2018**.

IV. REPRESENTATION

- a) The City of Brainerd does hereby acknowledge that BLAEDC will be conducting similar and complimentary services throughout the 1,000 square miles of Crow Wing County. This acknowledgment recognizes that when BLAEDC successfully helps a company expand or locate in Crow Wing County, it ultimately helps the community of Brainerd. Depending on the locality of the business, there could be employment opportunities for residents in your area and increased spending with local businesses. With the expansion of the economic base of Crow Wing County, it enables the community to stabilize and hopefully lower property taxes, and allow an expansion and enrichment of community amenities such as parks, service programs and the like.
- b) Each party to this agreement binds himself and his partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this agreement. Except as above, neither party shall assign, sublet, or transfer his interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement in the City of Brainerd, Minnesota on this ____ day of ____, 2018.

CITY OF BRAINERD

BRAINERD LAKES AREA
ECONOMIC DEVELOPMENT
CORPORATION

By Its Mayor
Ed Menk

Karlo Goerges
By Its President
Karlo Goerges

ATTEST:

Its Administrator
Jim Thoreen

Sheila Wasnie Haverkamp
BLAEDC Representative
Sheila Wasnie Haverkamp

AGREEMENT TO SUPPORT ENHANCED ECONOMIC
DEVELOPMENT MARKETING ENDEAVORS (20/20)

FOR CALENDAR YEAR 2018

Whereas, the Brainerd Lakes Area Economic Development Corporation (BLAEDC), has established a comprehensive work plan guided by community and industry representatives, to enhance its economic development program. This enhanced effort will require community wide support plus additional financial resources to implement. BLAEDC will secure additional funding from business and industry, as well as requesting local units of government to support this program, and

Whereas, the City of Brainerd desires BLAEDC to continue this enhanced economic development program and will provide funding in 2018, as well as consider funding in future years,

Enhanced Economic Development Marketing Endeavors (20/20)

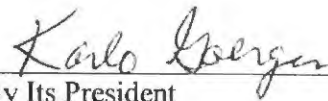
Therefore, the City of Brainerd agrees to pay BLAEDC **\$18,850** for these services in 2018, payable in payments of **\$9,425** on or about **July 1, 2018** and **December 1, 2018**.

IN WITNESS WHEREOF, the parties have executed this agreement in the City of Brainerd, Minnesota on this _____ day of _____, 2018.

CITY OF BRAINERD

BRAINERD LAKES AREA
ECONOMIC DEVELOPMENT
CORPORATION

By Its Mayor
Ed Menk



By Its President
Karlo Goerges

ATTEST:

Its Administrator
Jim Thoreen



BLAEDC Representative
Sheila Wasnie Haverkamp



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: Approval of Shared Services Agreement - NJPA

☐ INFORMATION ONLY ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jim Thoreen	Department: Administration
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue: The Council has agreed to retain Ms. Ashley Kaisershot, through our working arrangement with National Joint Powers Alliance (NJPA), to serve as the Riverfront Coordinator under the direction of the City Administrator. Her work week will be 20 hours for these purposes.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: As Part of the Consent Calendar: Approval of the Shared Services Agreement, authorizing the Mayor and Administrator to execute the document effective January 1, 2018.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ 33,000 Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u> Brainerd Lakes Area Foundation has committed a grant to fund this.	

NJPA SHARED SERVICES AGREEMENT
EXHIBIT A

This Exhibit A is herein incorporated into the Agreement by and between National Joint Powers Alliance, an educational service cooperative, (“NJPA”) and City of Brainerd (“City”) as of the Effective Date.

Section 1: Specific Services

- 1.1 Specific Services. NJPA shall provide Riverfront Coordinator Services in the form of twenty hours per week of services and eighty hours per month in services. At NJPA’s discretion, additional hours may be offered at no charge. NJPA reserves the right to re-evaluate the contracted service hours in the event additional service hours exceed eighty hours in four consecutive weeks.
- 1.2 Scope of Work: The following is the scope of work that will be performed under this agreement:
 - 1.2.1 Serve as the coordinator assigned to the City of Brainerd, supervised by the City Administrator.
 - 1.2.2 Identify implementation strategies for the Mississippi Riverfront Partnership Plan.
 - 1.2.3 Identify and summarize similar successful riverfront projects in other communities.
 - 1.2.4 Identify new projects and partners where feasible and achievable.
 - 1.2.5 Provide a timeline with benchmarks.
 - 1.2.6 Identify property owners and parcel information along the river corridor.
 - 1.2.7 Identify and apply for funding sources and uses.
 - 1.2.8 Create a community engagement strategy.
 - 1.2.9 Engage the community through various ways and gather input.
 - 1.2.10 Create videos, website content, and social media communication for the project
 - 1.2.11 Create relationships and advocate for the project’s success.
 - 1.2.12 Complete reports, studies, and other required documentation with the assistance of the city.
 - 1.2.13 Hold monthly strategy and update meetings with the City.
 - 1.2.14 Attend and participate in all Brainerd Riverfront Advisory Committee Meetings.
- 1.2 Cooperation of the City. The City agrees to comply with all requests of NJPA and to provide access to all documents and files necessary to the performance of NJPA's obligations under this Agreement.
- 1.3 Method of Performance of Services. NJPA will determine, in consultation with the City, the method, details, and means of performing the specific services proscribed in this Agreement.

Section 2: Pricing and Payment

2.1 Rate. NJPA shall provide Riverfront Coordinator Services at a rate of \$50.00 per hour. NJPA will not charge more than \$33,000 annually for the 20 hours per week. NJPA will provide in-kind hours at no charge each month to offer 20 hours per week.

2.2 Payment. NJPA will invoice City monthly for services provided under this Agreement. City shall make payment to NJPA for the invoiced amount at the mailing address contained herein within thirty calendar days of the date of the invoice.

Section 3: Notice

3.1 Authorized Representatives.

3.1.1 NJPA's Authorized Representative is Anna Gruber.

3.2.2 City Authorized Representative is Cassandra Torstenson.

3.2 Notice. Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

City of Brainerd
ATTN: Cassandra Torstenson
Address: 501 Laurel Street, Brainerd, MN 56401
Email: ctorstenson@ci.brainerd.mn.us
Telephone: 218-828-2307

NJPA
ATTN: Anna Gruber
Address: 202 12th Street Northeast, PO Box 219, Staples, MN, 56479
Email: anna.gruber@njpacoop.org
Telephone: 218-895-4135
Fax: 218-894-3045

With a copy to:

NJPA
ATTN: Legal Department
Address: 202 12th Street Northeast, PO Box 219, Staples, MN, 56479
Email: Legal_GR@njpacoop.org
Fax: 218-894-3045

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year written below.

National Joint Powers Alliance

City of Brainerd

By _____
Authorized Signature- Signed

By _____
Authorized Signature- Signed

By _____
Name- Printed

By: Edwin L. Menk
Name- Printed

Title _____

Title: Mayor

Date _____

Date _____

APPROVED AS TO FORM AND CONTENT:

NJPA Legal Department

By: Cassandra Torstenson
Name- Printed

Title: City Administrator

Date _____

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

December 18, 2017
City Council Chambers
6:15 PM

1. Presentation – Tim Houle (Widseth Smith Nolting) – Brainerd High School Area Traffic Study Update
2. Improvement 14-15 Airport Utility Extension Change Order 8
3. Agency Agreement for Federal Participation in Construction
4. Improvement 17-05 Brainerd Foundry Limited Site Investigation Contract Extensions
5. Transit Operations and Transit Advisory Committee Membership
6. Walkable Bikeable City Committee (WBCC) Tier 1 Recommendations FY 2018 – 2020

Adjourn by 7:15 p.m. for a Presentation from Mike Angland, Architect at Widseth Smith Nolting



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: Brainerd High School Area Traffic Study Update

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering
Presenter (Name & Title): Tim Houle, Widseth Smith Nolting	Estimated Time Needed: 15 Minutes
Summary of Issue: Tim Houle from Widseth Smith Nolting will be at the committee meeting to present preliminary findings and other pertinent information related to the Brainerd High School Area Traffic Study being performed in the area around S 5th Street from Oak Street to Quince Street by ISD 181.	
Alternatives, Options, Effects on Others/Comments: Mr. Houle will be available for questions during the presentation.	
Recommended Action/Motion: None	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: Improvement 14-15 Change Order #8

☐ 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 1st Reading *provide copy of published hearing notice
--	--

CHANGE ORDER NO. 8

OWNER	City of Brainerd, Minnesota	DATE	December 12, 2017
CONTRACTOR	Tom's Backhoe Service		
ENGINEER	SEH		
Project	2016 Brainerd Airport Utilities Extension	OWNER's No.	14-15
SEH No.	BRDMN 131759	WSN No.	0101B0042.002

You are directed to make the following changes in the Contract Documents:

Description: E Street 12-inch mainline gravity sanitary sewer grade correction between 8th Avenue NE and the alley between 8th and 9th Avenue NE.

Reason for Change Order: During review of the post construction televising report for the 12-inch gravity mainline sanitary sewer constructed in Project Area 3, a significant sag in the sewer was observed approximately 40 feet east of the existing manhole in the E Street/ 8th Avenue NE intersection. While completing repairs the Contractor also discovered that the existing sewer stub to which the Contractor connected had backfall on it (ie the existing stub was draining east instead of west). The Engineer determined it necessary to remove the sag for reasons of maintenance and operations.

Attachments (List of documents supporting change): Tom's Backhoe Service, Inc. invoice 16662 dated 8/28/17.

ITEM	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES	
		Substantial Completion	Ready for Final Payment
Original Contract Price:	\$8,591,721.58	10/21/16	12/14/16
Net increase (decrease) from previous Change Order No.1 to 7:	(\$119,455.20)	No Change	06/02/17
Contract price prior to the Change Order:	\$8,472,266.38	No Change	06/02/17
Net increase (decrease) of this Change Order:	\$32,910.20	No Change	No Change
Contract price with all approved Change Orders:	\$8,505,176.58	10/21/16	06/0217

In accordance with the Minnesota Uniform Transaction Act, an electronic signature on this document is binding and afforded the same effect as if the document was signed by hand.

RECOMMENDED:

SEH
416 S. 6th St, Suite 200
Brainerd, MN 56401-3540

By:



Title: Project Manager/Engineer

Date:

12-13-17

RECOMMENDED:

WSN
7804 Industrial Park Road
Baxter, MN 56345-2720

By:



Title: Project Engineer

Date:

12-13-17

APPROVED:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

By:

Title:

Date:

ACCEPTED:

Tom's Backhoe Service
323 Woodland Hills Lane SW
Brainerd, MN 56401-6515

By:



Title:

Date:

12-13-17



Tom's Backhoe Service, Inc.

323 Woodland Hills Ln
Brainerd, MN 56401

Invoice

Date	Invoice #
8/28/2017	16662

Bill To
City of Brainerd 501 Laurel St. Brainerd, MN 56401

Terms	Due Date	Project	Other
Net 30	9/27/2017	2016 Brainerd ...	

Date	Description	Amount
	Extra to Contract - City of Brainerd 2016 Utility Extension Project Mr. Tubbs Mainline on "E" Street Hook to existing Sanitary Sewer, approximately 30 feet east of manhole pipe was installed at incorrect grade to manhole. When televised it showed that the pipe installed in Co. Rd 3 was flowing the wrong direction, this required us to dig up the entire line and services to correct the backfall in existing sewerline.	
10/6/2016	Saw Cutting 10/6/16 & 10/12/16	732.00
10/7/2016	Signage	1,800.00
	Tom's Backhoe Service Charge of 10%	253.20
10/10/2016	Remove tar, dig up pipe, 350 Excavator 10 hrs. 2 Laborers 12 hrs. each	
10/10/2016	Haul away tar, 2 hrs. Side Dump Truck @ \$150.00 per hour	300.00
1.5% Interest Charge after 30 days		
		Subtotal
		Total
		Payments/Credits
		Balance Due

Phone #	Fax #
2188284232	218-829-3746



Tom's Backhoe Service, Inc.

**323 Woodland Hills Ln
Brainerd, MN 56401**

Invoice

Date	Invoice #
8/28/2017	16662

Bill To
City of Brainerd 501 Laurel St. Brainerd, MN 56401

Terms	Due Date	Project	Other
Net 30	9/27/2017	2016 Brainerd ...	

Date	Description	Amount
10/11/2016	Dig up Church Sewer Service, 6 hrs. 350 Excavator , & 2 Laborers 6 hrs. each	
10/12/2016	Dig up Main Sewer Line, 11.5 hrs. 350 Excavator & 2 Laborers 11.5 hrs. each	
10/13/2016	Dig up Main Sewer, 11.5 hrs. 350 Excavator & 2 Laborers 11.5 hrs. each	
10/14/2016	11 hrs 350 Excavator & 2 Laborers 11 hrs. each	
10/17/2016	11 hrs. 350 Excavator & 2 Laborers 11 hrs. each	
10/18/2016	11 hrs. Excavator & 2 Laborers 11 hrs. each	
10/19/2016	11 hrs. 350 Excavator & 2 Laborers 11 hrs. each	
	83 total hours 350 Excavator @ \$175.00 per hour	14,525.00
	170 total hours for Laborers @ \$90.00 per hour	15,300.00
1.5% Interest Charge after 30 days		
Subtotal		\$32,910.20
Total		\$32,910.20
Payments/Credits		\$0.00
Balance Due		\$32,910.20

Phone #	Fax #
2188284232	218-829-3746

ITS Inc.

Interstate Traffic Signs
PO Box 1635
Walker, MN 56484
Phone # 218-547-4900

Invoice

Date	Invoice #
10/11/2016	7608

Bill To
Tom's Backhoe 323 Woodland Hills Ln NE Brainerd MN 56401

Ship To
TH 210 Brainerd, MN 2016 Brainerd Airport Utility Ext

Contract#	Job #	Terms	Delivery Date	Return Date	Sales/Rental	
	16-058	Net 30	10/7/2016	10/11/2016	Sales	
Description	Units	Qty	Days	Unit Days	Price Each ...	Amount
Sawing Bituminous Pavement	LF	180		180	2.00	360.00
	Sales Tax				7.875%	0.00
				Total		
				\$360.00		

10-2-16
31794

Company: Tom's Backhoe
Job or PO#: 16-058
Location: 8th Ave
City: Brainerd
County: Crow Wing
Date: 10-7-16
Foreman: _____
Phone: _____



Interstate Traffic Signs Inc.
PO Box 1635
Walker, MN 56484

- ☐ New Job
☐ Additional Equipment
☐ Set-up or Drop in Pile?
☐ Partial Return
☐ Job Complete
☒ Rental/~~SALES~~
☐ Installed Y or N

Special Info: _____

*** RENTAL ***

Description	Qty.	Description	Qty.
48x48 Strut/Post _____	_____	T1 Flashers _____	_____
48x48 Strut/Post _____	_____	A2 Flashers: red/yellow _____	_____
48x48 Strut/Post _____	_____	Cones _____	_____
48x48 Strut/Post _____	_____	Drums _____	_____
36x36 Strut/Post _____	_____	Tubular Markers _____	_____
48x24 End Rd Wk _____	_____	Grabber Cones _____	_____
60x24 RW X - mi _____	_____	Tube Delineators _____	_____
60x24 RW X - mi ◀ and ▶ _____	_____	Stackable Vertical Panels _____	_____
60x24 RW X - mi ◀ or ▶ _____	_____	Road Closed TTT _____	_____
48x24 Arrow _____	_____	48x30 Road Closed _____	_____
48x18 Det Arrow _____	_____	Road Closed LTO _____	_____
30x24 Det Arrow _____	_____	Low Profile Barricades: water/wood _____	_____
24x18 End Detour _____	_____	Airport X's _____	_____
Route Markers _____	_____	T3 Barricade _____	_____
TRPM's _____	_____	EAB# _____	_____
Barrier: concrete/water _____	_____	PCMB# _____	_____
Plywood _____	_____	Portable Signal System# _____	_____
Sand Bags _____	_____	Temporary MB _____	_____
Misc. _____	_____	Misc. _____	_____

*** SALES ***

Mailbox: install or salvage? _____ Qty _____
Sawcutting: bituminous or concrete? _____ LF 180
Lane Tape: black, yellow or white? _____ LF or SF? _____
Pavement Marking Removal _____ LF or SF? _____
Permanent Sign: install or salvage? _____ Qty _____
Sign Description _____

*** LIST ALL EMPLOYEES ON JOBSITE ***

Name: [Signature] Time in: 9:00 AM/PM Date 10-7-16
Description of work: _____ Time out: 10:15 AM/PM
Name: _____ Time in: _____ AM/PM Time out: _____ AM/PM
Description of work: _____

ITS Inc.

Interstate Traffic Signs
PO Box 1635
Walker, MN 56484
Phone # 218-547-4900

Invoice

Date	Invoice #
10/17/2016	7627

Bill To
Tom's Backhoe 323 Woodland Hills Ln NE Brainerd MN 56401

Ship To
TH 210 Brainerd, MN 2016 Brainerd Airport Utility Ext

Contract#	Job #	Terms	Delivery Date	Return Date	Sales/Rental	
	16-058	Net 30	10/12/2016		Sales	
Description	Units	Qty	Days	Unit Days	Price Each ...	Amount
Sawing Bituminous Pavement	LF	186		186	2.00	372.00
	Sales Tax				7.875%	0.00
						</

Company: Toms Backhoe
Job or PO#: 16-058
Location: E. St
City: Brainerd
County: Crow Wing
Date: 10-12-16
Foreman: _____
Phone: _____



Interstate Traffic Signs Inc.
PO Box 1635
Walker, MN 56484

- ☐ New Job
☐ Additional Equipment
☐ Set-up or Drop in Pile?
☐ Partial Return
☐ Job Complete
☒ Rental/Sales
☐ Installed Y or N

Special Info: _____

*** RENTAL ***

Description	Qty.	Description	Qty.
48x48 Strut/Post		T1 Flashers	
48x48 Strut/Post		A2 Flashers: red/yellow	
48x48 Strut/Post		Cones	
48x48 Strut/Post		Drums	
36x36 Strut/Post		Tubular Markers	
48x24 End Rd Wk		Grabber Cones	
60x24 RW X - mi		Tube Delineators	
60x24 RW X - mi ← and →		Stackable Vertical Panels	
60x24 RW X - mi ← or →		Road Closed TTT	
48x24 Arrow		48x30 Road Closed	
48x18 Det Arrow		Road Closed LTO	
30x24 Det Arrow		Low Profile Barricades: water/wood	
24x18 End Detour		Airport X's	
Route Markers		T3 Barricade	
TRPM's		EAB#	
Barrier: concrete/water		PCMB#	
Plywood		Portable Signal System#	
Sand Bags		Temporary MB	
Misc.		Misc.	

*** SALES ***

Mailbox: install or salvage? _____ Qty _____
Sawcutting: bituminous or concrete? _____ LF 186.4
Lane Tape: black, yellow or white? _____ LF or SF? _____
Pavement Marking Removal _____ LF or SF? _____
Permanent Sign: install or salvage? _____ Qty _____
Sign Description _____

*** LIST ALL EMPLOYEES ON JOBSITE ***

Name: [Signature] Time in: 920 AM/PM Date: 10-12-16
Description of work: _____ Time out: 1020 AM/PM
Name: Taylor East Time in: _____ AM/PM
Description of work: _____ Time out: _____ AM/PM

ITS Inc.

Interstate Traffic Signs
PO Box 1635
Walker, MN 56484
Phone # 218-547-4900

Invoice

Date	Invoice #
10/17/2016	7617

Bill To
Tom's Backhoe 323 Woodland Hills Ln NE Brainerd MN 56401

Ship To
E Street NE Traffic Control Area 3 Brainerd, MN **EXTRA** REPAIR PER CITY RESET DETOUR

Contract#	Job #	Terms	Delivery Date	Return Date	Sales/Rental
	16-058	Net 30	10/6/2016	10/17/2016	Rental

Description	Units	Qty	Days	Unit Days	Price Each ...	Amount
Traffic Control Area 03 EXTRA	LS			1	1,668.59791	1,668.60T
	Sales Tax				7.875%	131.40
				Total	\$1,800.00	

31796
12-2-16

Company: Tom's Backhoe
Job or PO#: 16-058
Location: _____
City: Brainerd
County: _____
Date: _____
Foreman: _____
Phone: _____



Interstate Traffic Signs Inc.
PO Box 1635
Walker, MN 56484

- ☐ New Job
☒ Additional Equipment
☒ Set-up or Drop in Pile?
☐ Partial Return
☐ Job Complete
☒ Rental/Sales
☐ Installed Y or N

Special Info: _____

*** RENTAL ***

Description	Qty.	Description	Qty.
48x48 Strut/Post <u>RCA</u>	<u>3</u>	T1 Flashers	
48x48 Strut/Post <u>Det AH</u>	<u>1</u>	A2 Flashers: <u>red yellow</u>	<u>21</u>
48x48 Strut/Post		Cones	
48x48 Strut/Post		Drums	
36x36 Strut/Post		Tubular Markers	
48x24 End Rd Wk		Grabber Cones	
60x24 RW X - mi		Tube Delineators	
60x24 RW X - mi ◀ and ▶		Stackable Vertical Panels	
60x24 RW X - mi ◀ or ▶		Road Closed TTT	
48x24 Arrow		48x30 Road Closed	<u>4</u>
48x18 Det Arrow	<u>5</u>	Road Closed LTO	
30x24 Det Arrow		Low Profile Barricades: water/wood	
24x18 End Detour		Airport X's	
Route Markers		T3 Barricade	<u>17</u>
TRPM's		EAB#	
Barrier: concrete/water		PCMB#	
Plywood		Portable Signal System#	
Sand Bags		Temporary MB	
Misc.		Misc. <u>CCS</u>	<u>8</u>

*** SALES ***

Mailbox: install or salvage? _____ Qty _____
Sawcutting: bituminous or concrete? _____ LF _____
Lane Tape: black, yellow or white? _____ LF or SF? _____
Pavement Marking Removal _____ LF or SF? _____
Permanent Sign: install or salvage? _____ Qty _____
Sign Description _____

*** LIST ALL EMPLOYEES ON JOBSITE ***

Name: Tom N, Leo Date: 10-6-16
Time in: 11:45 AM/PM Time out: 1:00 AM/PM
Description of work: _____
Name: _____ Time in: _____ AM/PM Time out: _____ AM/PM
Description of work: _____

JOB NAME _____

JOB NO. _____

ADDRESS Brainard Airport Sub

DAILY JOB REPORT

SUPERVISOR Tom Hostler

DATE _____ WEATHER _____

TEMPERATURE _____ AM _____ PM _____

EMPLOYEES

EMPLOYEE / CLASSIFICATION	RATE	HRS.	WORK PERFORMED
10-17-14 7:30-6:30			(10.5)
Back filled and Final grade from ADS to the yard all the Highway 210			
(1/2 hr)			

MATERIAL

QTY.	MATERIAL RECEIVED	QTY.	MATERIAL USED
	10-18-14		(10.5)
	7:30-12 filled in washout by Highway 210 in steep ditch Area		
	12-4:30 filled in Lift Station		
	2		
	(1/2 hr)		

EQUIPMENT

ON PROJECT	HRS.	RENTED	RATE	HRS.
10-19-14 7:30-6:30 Finish up the along Hwy 210		(10.5)		
10-3 backfilled and graded on Ash Ave				
3-4:30 graded and final final touches on Locain St.				
(1/2 hr)				

SUBCONT.

NAME	WORK PERFORMED
10-20-14 7:30-6:30 Helped Terrell on E St. Redding Sewer	(10.5)
(1/2 hr)	

CHANGES/ETC.

CHANGE ORDERS / ADDITIONAL WORK	VISITORS TO SITE / REMARKS
10-21-14 7:30-6 Helped Terrell on E Street. Redding Sewer	(10)
	(52 hrs)

CHANGE ORDER NO. _____

SEE REVERSE SIDE FOR ADDITIONAL SPACE ►

Mitch Blocker
Brainerd Airport ext.

EMPLOYEES	EMPLOYEE / CLASSIFICATION	RATE	HRS.	WOR
	10/3/16 Tam - 7pm			
	set manhole / backfill ADS Lunch			
	10/4/16 Tam - 7pm			
	water plug / set casting Lunch			
	10/5/16 Tam - 7pm			
	water plug / check manholes Lunch			

MATERIAL	QTY.	MATERIAL RECEIVED	QTY.	MAT
		10/6/16 Tam - 7pm		
		help terrell set manhole / casting Lunch		
		10/7/16 Tam - 7pm		
		help travis fix water main Lunch		
		help terrell		

ADDITIONAL COMMENTS	10-10-16 7:30 - 6:30pm		
	lift pipe by Mr. tubbs Lunch		
	10/11/16 7:30am - 6:30pm		
	fix pipe by tubbs Lunch		
	10/12/16 7:30am - 6:30pm		
	fix pipe by tubbs Lunch		
	10/13/16 7:30am - 6:30pm		
	fix pipe by tubbs Lunch		
	10/14/16 7:30am - 6:30pm		
	fix pipe by tubbs Lunch		
	10/15/16 7:30am - 6pm		

40.29
12.5
0.1

Mitch Blocker Greiner Airport ext

HRS	WORK PERFORMED	
10.5	10/17/16 7:30am - 6:30pm Lower pipe by Mr. Tubbs Lunch	
10.5	10/18/16 7:30am - 6:30pm Lower sewer line Mr. Tubbs Lunch	
10.5	10/19/16 7:30am - 6:30pm Lower sewer line Mr. Tubbs Lunch	
10.5	10/20/16 7:30am - 6:30pm Lower pipe Mr. Tubbs Lunch	
10	10/21/16 7:30am - 6:30pm Lower pipe Mr. Tubbs Lunch	
	10/24/16 7:30am - 6:30pm Fixed pipe in manhole 6 street Lunch	
	10/25/16 7:30am - 6:30pm Fixed up Mr. Tubbs	
	10/26/16 7:30am - 6:30pm blow along on 6 street Lunch	
	10/27/16 7:30am - 6:30pm Air test manhole Lunch	
	10/28/16 7:30am - 6:30pm Air test manhole 6-10 and tubbs manhole Lunch	

40 Reg
120

Mitch

JOB NAME ATYP02 Y 100
 JOB NO. _____
 ADDRESS _____
 SUPERVISOR Roberto Fernandez

DAILY JOB REPORT
 10/10 → 10/14/16
 DATE _____ WEATHER _____
 TEMPERATURE _____ AM _____ PM _____

EMPLOYEES

EMPLOYEE / CLASSIFICATION	RATE	HRS.	WORK PERFORMED
Mo. 7:30 → 6:30 =			11.0
Tu. 7:30 → 6:30 =			11.0
We. 7:30 → 6:30 =			11.0
Th. 7:30 → 6:30 =			11.0
Fr. 7:30 → 6:00 =			10.5

MATERIAL

QTY.	MATERIAL RECEIVED	QTY.	MATERIAL USED
	Work done with		54.5 hrs
	Forrest A. at		-2.5 lunches
	Mr. Fubb sewer		
	pipe repair.		

EQUIPMENT

ON PROJECT	HRS.	RENTED	RATE	HRS.

SUBCONT.

NAME	WORK PERFORMED

CHANGES/ETC.

CHANGE ORDERS / ADDITIONAL WORK	VISITORS TO SITE / REMARKS

CHANGE ORDER NO. _____

SEE REVERSE SIDE FOR ADDITIONAL SPACE ►

JOB NAME Report Job
JOB NO. _____
ADDRESS _____
SUPERVISOR Roberto Fernandez

DAILY JOB REPORT

DATE 10/17 → 10/21/16 WEATHER _____
TEMPERATURE _____ AM _____ PM _____

EMPLOYEES

EMPLOYEE / CLASSIFICATION	RATE	HRS.	WORK PERFORMED
<u>Mo</u>	<u>7:30 → 6:30</u>	<u>= 11.0</u>	
<u>Ju</u>	<u>7:30 → 6:30</u>	<u>= 11.0</u>	
<u>Wx</u>	<u>7:30 → 6:30</u>	<u>= 11.0</u>	
<u>Th</u>	<u>7:30 → 6:30</u>	<u>= 11.0</u>	
<u>Fr</u>	<u>7:30 → 6:00</u>	<u>= 10.5</u>	

MATERIAL

QTY.	MATERIAL RECEIVED	QTY.	MATERIAL USED
			<u>54.5 hrs</u> <u>- 2.5 lunches</u>
			<u>Supervisor: Ferrell</u>
			<u>Sewer pipe repair</u>

EQUIPMENT

ON PROJECT	HRS.	RENTED	RATE	HRS.
<u>Mr. Webb</u>	<u>6:00 -</u>			
<u>Iron & Mill & Rec</u>				

SUBCONT.

NAME	WORK PERFORMED

CHANGES/ETC.

CHANGE ORDERS / ADDITIONAL WORK	VISITORS TO SITE / REMARKS

CHANGE ORDER NO. _____

SEE REVERSE SIDE FOR ADDITIONAL SPACE ►

JOB NAME Airport Job
 JOB NO. _____
 ADDRESS _____
 SUPERVISOR Roberto Fernandez

DAILY JOB REPORT

DATE 10/24 → 10/28/16 WEATHER _____
 TEMPERATURE _____ AM _____ PM

EMPLOYEES

EMPLOYEE / CLASSIFICATION	RATE	HRS.	WORK PERFORMED
<u>M 7:30 → 6:30 =</u>			<u>11.00</u>
<u>W 7:30 → 6:30 =</u>			<u>11.0</u>
<u>Wx 10:00 → 6:30 =</u>			<u>8.5</u>
<u>Th 7:30 → 6:30 =</u>			<u>11.0</u>
<u>Fr 7:30 → 6:30 =</u>			<u>11.0</u>

MATERIAL

QTY.	MATERIAL RECEIVED	QTY.	MATERIAL USED
			<u>52.5 hrs</u>
			<u>50 hrs</u>
	<u>Work done with</u>		
	<u>Arnell T.</u>		
	<u>Repair sewer pipe</u>		
	<u>by Mr. Tibbs</u>		

EQUIPMENT

ON PROJECT	HRS.	RENTED	RATE	HRS.
<u>Run test (air pressure)</u>				
<u>to sewer pipes</u>				
<u>Return air compressor</u>				
<u>to Rental office</u>				

SUBCONT.

NAME	WORK PERFORMED

CHANGES/ETC.

CHANGE ORDERS / ADDITIONAL WORK	VISITORS TO SITE / REMARKS

JOB NAME * Means E. Street
 JOB NO. Extra
 ADDRESS Terrell
 SUPERVISOR Brd Airport

DAILY JOB REPORT

DATE _____ WEATHER _____
 TEMPERATURE _____ AM _____ PM _____

EMPLOYEES

EMPLOYEE / CLASSIFICATION	RATE	HRS.	WORK PERFORMED
10-10-16			
10-10-16 6:30 AM - 5:30 PM			E Street, remove tar
* Not our fault			Dig up pipe by Mill Ave &
			Sewer service for church
5:30 PM - 7:15 PM			Drive #23 side dump, haul
			Load of tar to pit, haul 3 loads
			of fill to MH across from
			Fireworks place
			- 1/2 hr Lunch (12h)

MATERIAL

QTY.	MATERIAL RECEIVED	QTY.	MATERIAL USED
10-11-16	7:00 AM - 8:30 AM		Shop, load up 2 plates + bri
	8:30 AM - 11:20 AM		to Bob by Lumpark
	11:20 AM - 11:45		Shape NE side of whiteley
	11:45 AM - 12:00 PM		skid steer broke, help Harold
	* 12:30 PM - 6:30 PM		Bring Load of tar to pit w/ #16
	6:30 PM - 6:45 PM		Discuss Est. w/ Tommy T.
			E. St. Dig up Church sewer
			& Connection by Mill Ave
			Back to yard w/ #16 & back to shop
			- 1/2 hr Lunch (11 hrs 15 min)

EQUIPMENT

ON PROJECT	HRS.	RENTED	RATE	HRS.
10-12-16	7:00 AM - 6:45 PM			
*				
				Shop Load supplies,
				E. street. Dig up from Mill Ave
				to Mr. Tubbs Service & raise Sewer
				& Back to Shop
				- 1/2 hr Lunch
				(11 hrs 15 min)

SUBCONT.

NAME	WORK PERFORMED
10-13-16 7:00 AM - 7:00 PM	Shop Load supplies,
*	E. street Dig up from Mr. Tubbs
	to Church Service to raise Sewer & B
	to Shop
	- 1/2 hr Lunch (11 hrs 30 min)

CHANGES/ETC.

CHANGE ORDERS / ADDITIONAL WORK	VISITORS TO SITE / REMARKS
10-14-16 7:00 AM - 6:45 PM	Shop Load Supplies,
*	E. Street Dig up from Church
	Service to
	- 1/2 hr Lunch (11 hrs 15 min)

CHANGE ORDER NO. _____

SEE REVERSE SIDE FOR ADDITIONAL SPACE ▶

Total =

JOB NAME _____

JOB NO. _____

ADDRESS TerrellSUPERVISOR Bob Airport

DAILY JOB REPORT

DATE _____ WEATHER _____

TEMPERATURE _____ AM _____ PM

EMPLOYEES

EMPLOYEE / CLASSIFICATION	RATE	HRS.	WORK PERFORMED
10-17-16	7:00AM-6:45PM		E. street Dig up sewer line - 1/2 hr Lunch 11 hrs 15 min

MATERIAL

QTY.	MATERIAL RECEIVED	QTY.	MATERIAL USED
10-18-16	7:00AM-6:45PM		E. street Dig up sewer line - 1/2 hr Lunch 11 hrs 15 min

EQUIPMENT

ON PROJECT	HRS.	RENTED	RATE	HRS.
10-19-16	7:00AM-6:45PM			
		E. street Dig up sewer line & man hole & notice there stakes are wrong - 1/2 hr Lunch 11 hrs 15 min		

SUBCONT.

NAME	WORK PERFORMED
10-20-16	7:00AM-6:45PM
	E street Redig up sewer line from the beginning - 1/2 hr Lunch 11 hrs 15 min

CHANGES/ETC.

CHANGE ORDERS / ADDITIONAL WORK	VISITORS TO SITE / REMARKS
10-21-16	7:00AM-6:00PM
	E. street Dig up sewer line - 1/2 hr Lunch 10 1/2 hrs

CHANGE ORDER NO. _____

SEE REVERSE SIDE FOR ADDITIONAL SPACE

Total = 55 1/2 hrs

JOB NAME _____
 JOB NO. _____
 ADDRESS Terrell
 SUPERVISOR Bd Airport

DAILY JOB REPORT

DATE _____ WEATHER _____
 TEMPERATURE _____ AM _____ PM

EMPLOYEES

EMPLOYEE / CLASSIFICATION	RATE	HRS.	WORK PERFORMED
10/24/16 7:00AM - 6:45PM			E. street Dig up Sewer main - 1/2 hr Lunch 11 hrs 15 min

MATERIAL

QTY.	MATERIAL RECEIVED	QTY.	MATERIAL USED
10/25/16	6:30AM - 6:45PM		Load up supplies for Air testing Work on E. st. correct final connection & camera & start to backfill - 1/2 hr Lunch 11 hrs 45 min

EQUIPMENT

ON PROJECT	HRS.	RENTED	RATE	HRS.
10/26/16	7:00AM - 6:45PM			
				Start blowing string on E. st. & continue backfilling E. st. but it all ready for ABS - 1/2 hr Lunch 11 hrs 15 min

SUBCONT.

NAME	WORK PERFORMED
10/27/16 7:00AM - 7:30PM	Air test from MH #2 to MH #5 & blow string from MH #2 to MH #4 - 1/2 hr Lunch 12 hrs

CHANGES/ETC.

CHANGE ORDERS / ADDITIONAL WORK	VISITORS TO SITE / REMARKS
10/28/16 7:30AM - 6:30PM	Air test from MH #5 to MH #10 in AB's Lot & blow string on last part of E. st. by Mr. tubbs, pull all signs on E. st & roll up orange fence, help Jeff roll up air hoses & hydro test & Bacterium test - 1/2 hr Lunch 11 hrs

CHANGE ORDER NO. _____

Total = 27.75 hrs



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: Resolution for Agency Agreement for Federal Participation in Construction

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering
Presenter (Name & Title): Paul Sandy, City Engineer	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is a draft agreement with MnDOT.	
Alternatives, Options, Effects on Others/Comments: This agreement allows MnDOT to receive federal funds on behalf of the City of Brainerd to reimburse the City for federally funded transportation construction activities. It is more or less a master agreement in which lays out conditions for MnDOT and the City in which MnDOT would receive and administer the federal funds and reimburse the City for eligible construction activities. The agreement lays out specific staffing, pre-letting, and contract administration duties that the City is responsible for providing on federal funded contracts. I also lays out duties for MnDOT including project acceptance and activities requiring MnDOT's authorization from FHWA to continue project development and construction. This agreement is required for the City's federally funded sidewalk projects let in 2019, and takes the place of previous Delegated Contract Process Agreements. The update of the agreement was necessary to add details required to provide sub-recipients of federal funds in 2 CFR 200. Most of the language is the same as the previous agreement from 2012 but is organized in a different order.	
Recommended Action/Motion: Staff recommends adopting the attached resolution which allows for the Commissioner of Transportation to receive federal funds on behalf of the City of Brainerd and authorizes the Mayor and City Administrator to execute and enter into the attached agreement with MnDOT prescribing the terms and conditions for federal aid participation contained in Minnesota Department of Transportation Agency Agreement No. 1029923.	
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> This agreement is needed in order for the City to receive federal funds through MnDOT for federally funded construction projects (i.e. Garfield SRTS Phase II and Phase III)	



Minnesota Department of Transportation

State Aid for Local Transportation

395 John Ireland Boulevard, MS 500

Saint Paul, MN 55155

December 1, 2017

Paul Sandy
City Hall
501 Laurel St.
Brainerd, MN, 56401

SUBJECT: **Agency Delegated Contracting Process Agreement**
 Agency Agreement No. 1029923

Dear Mr. Sandy:

Attached are two copies of the agency agreement between the City of Brainerd and MnDOT, which allows for MnDOT to act as the City's agent in accepting federal aid. This agreement is intended to cover all federally funded projects that the City is awarded funds for until revisions are needed to the agreement. It supersedes the agreement executed in or about 2003, which is referenced in this agreement.

While I do not anticipate that the requirements in Section 18.4 will apply to you, the language required by federal law and must be included in all federally funded project agreements as of October 1, 2010. Please review the agreement and if approved, have all two copies signed. A resolution similar to the attached example, must be passed. The certified resolution should then be placed as the last page in each of the two copies of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return all two copies of the agreement to me for MnDOT signatures. A fully executed copy will be returned to you.

If you have any questions or need any revisions, please feel free to contact me at 651.366.3822.

Sincerely,

A handwritten signature in black ink that reads 'Lynnette Roshell'.

Lynnette Roshell, PE

Project Development Engineer

Enclosures

Cc: Kelvin Howieson – DSAE File

An Equal Opportunity Employer



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of Brainerd ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
 - 2.2. This agreement supersedes agreement number old (99879)
 - 2.3. This project is for construction not research and development.
 - 2.4. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. Upon the effective date, this agreement will supersede agreement 99879.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

- 2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial

assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or

expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

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

7. **Authorized Representatives**

7.1. MnDOT's Authorized Representative is:

Name: Mitchell Rasmussen, or his successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Mitch.rasmussen@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Paul Sandy or his/her successor.

Title: Brainerd City Engineer

Phone: 218-454-3411

Email: psandy@ci.brainerd.mn.us

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

8. **Assignment Amendments, Waiver, and Agreement Complete**

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

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

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

8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Termination; Suspension**

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or

intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1. Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.2. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.4. Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be

subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

18.13. Federal Funding Accountability and Transparency Act (FFATA).

18.13.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- 18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 18.13.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Brainerd

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

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

**RESOLUTION FOR ADOPTING THE AGENCY AGREEMENT FOR FEDERAL
PARTICIPATION IN CONSTRUCTION**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA, that pursuant to Minnesota Statute Section 161.36, the Commissioner of Transportation be appointed as Agent of the City of Brainerd to accept as its agent, federal funds which may be made available for eligible transportation related projects, and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA, that the Mayor and the City Administrator are hereby authorized and directed for and on behalf of the City of Brainerd to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1029923", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted this _____ day of _____, 201__

DAVID J. PRITSCHET
President of the Council

Approved this _____ day of _____, 201__

EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator

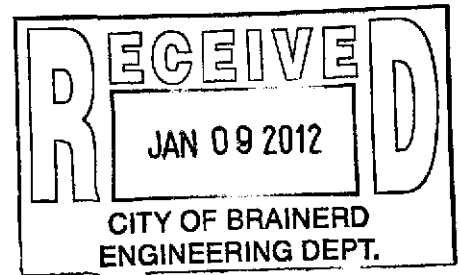


Minnesota Department of Transportation
State Aid for Local Transportation

395 John Ireland Boulevard, MS 500
Saint Paul, MN 55155

October 13, 2011

Jeff Hulsether
Brainerd City Engineer
City Hall
501 Laurel St.
Brainerd MN 56401



SUBJECT: Agency Delegated Contracting Process Agreement
Agency Agreement No. 99879

Dear Mr. Hulsether:

Attached is a fully executed agency agreement between the City of Brainerd and MnDOT, which allows for MnDOT to act as City's agent in accepting federal aid in connection with the above referenced project.

For additional information on the Delegated Contract Process (DCP) please see our website at http://www.dot.state.mn.us/stateaid/res_dcp.html you may also contact anyone listed in the federal aid section for additional details.

If you have any questions, please feel free to contact me at 651.366.3822, or by e-mail at Lynnette.Roshell@state.mn.us.

Sincerely,

Lynnette Roshell, PE
Project Development Engineer

Enclosure

cc: Kelvin Howieson DSAE
Cyndi Degener—MS 215
File

An Equal Opportunity Employer



STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF BRAINERD
FOR FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of Brainerd and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the City desires MnDOT to act as the City agent in accepting federal funds on the City behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project(s)"; and

This agreement is intended to cover all federal aid projects initiated by the City and therefore has not specific State Project number tied to it, and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

This agreement supersedes agreement number 84187 and;

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE CITY

A. DESIGNATION. The City designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website

B. STAFFING.

1. The City will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the City elects to use a private consultant for construction engineering services, the City will provide a qualified, full-time public employee of the City, to be in responsible charge of the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City

from its primary responsibility for performance of the work.

2. During the progress of the work on the Project(s), the City authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the City will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

C. LETTING. The City will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

1. The City will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project(s). Any Project(s) advertised prior to authorization will not be eligible for federal reimbursement.
2. The City will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
3. The City will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The City will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the City will receive the sealed bids.
4. The City may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s).
5. The City will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
6. The City will receive and open bids.
7. After the bids are opened, the City Council will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the City will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

D. CONTRACT ADMINISTRATION.

1. The City will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.
2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the City Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The City will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for performance of the work.
4. The City will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The City will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The City will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The City may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s) with the Contractor. The City will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the City that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The City will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The City will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the City. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The City will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS.

1. The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the City. The City will pay any part of the cost or expense of the Project(s) that is not paid by federal funds.
2. The City will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the City will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
3. Following certification of the partial estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project(s), the City will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the City will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
5. Following certification of the final estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The City will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the City to carry out the above requirements.

3. **Workers' Compensation.** Any and all employees of the City or other persons while engaged in the performance of any work or services required or permitted by the City under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The City will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
4. **Utilities.** The City will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. **AUDIT.**

1. The City will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the City are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of seven years. The City will be responsible for any costs associated with the performance of the audit.

H. **MAINTENANCE.** The City assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. **CLAIMS.** The City acknowledges that MnDOT is acting only as the City's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The City will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The City will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The City's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

J. **Federal Funding Accountability and Transparency Act (FFATA).** This Agreement requires the City to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The City is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the City provides information to the MnDOT as required.

1. **Reporting of Total Compensation of the City's Executives.**

- a. The City shall report the names and total compensation of each of its five most highly compensated executives for the City's preceding completed fiscal year, if in the City's preceding fiscal year it received:
- i. 80 percent or more of the City's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- b. Total compensation means the cash and noncash dollar value earned by the executive during the City's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The City must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
3. The City will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
4. The City's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the City unless and until the City is in full compliance with the above requirements.

II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the City for the receipt and disbursement of federal funds and will act in accordance herewith.

B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the City copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.
3. MnDOT will review and certify the DBE participation and notify the City when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then City must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the City must make up any shortfall.
4. MnDOT will provide the required labor postings.

C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will reimburse the City, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and

specifications, MnDOT will promptly release any remaining federal funds due the City for the Project(s).

4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the City may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- D. **AUTHORITY.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.
- E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The City will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- IV. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- V. **AMENDMENTS.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
- VI. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05.
- VII. **CANCELLATION.** This agreement may be canceled by the City or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the City as set forth in this Agreement. In the event of such a cancellation the City will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
- VIII. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

Remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF BRAINERD

City certifies that the appropriate person(s) have executed the contract on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances

By: James E. Wallin

JAMES E. WALLIN

Title: MAYOR

Date: DECEMBER 9, 2011

By: Daniel J. Vost

DANIEL J. VOST

Title: CITY ADMINISTRATOR

Date: DECEMBER 9, 2011

2. DEPARTMENT OF TRANSPORTATION

By: Julie Skallman

Title: Director

State Aid for Local Transportation

Date: 12/22/11

3. COMMISSIONER OF ADMINISTRATION

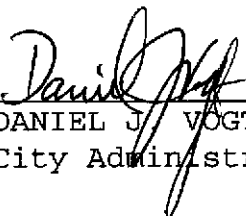
By: [Signature]

Date: 12/27/11

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss.
CITY OF BRAINERD)

I, the undersigned, being the duly qualified City Administrator of the City of Brainerd, Minnesota, DO HEREBY CERTIFY that the foregoing Resolution is a true and correct copy of the Resolution No. 55:11 Agency Agreement with MnDOT for College Drive Federal Funding presented to and adopted by the City Council of the City of Brainerd at a duly authorized meeting thereof held on the 5th day of December, 2011 as shown by the minutes of said meeting in my possession as said resolution relates to Agency Agreement with MnDOT for College Drive Federal Funding.

WITNESS my hand officially and the official seal of the City this 19th day of December, 2011.



DANIEL J. VOGT
City Administrator

(S E A L)

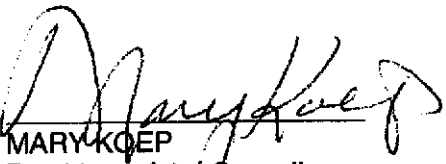
**RESOLUTION
NO. 55:11**

AGENCY AGREEMENT

BE IT RESOLVED, that pursuant to Minnesota Statute Section 161.36, the Commissioner of Transportation be appointed as Agent of the City of Brainerd to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the City Administrator are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 99879", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted this 5th day of December, 2011


MARY KOEP
President of the Council

Approved this 6th day of December, 2011


JAMES E. WALLIN
Mayor

ATTEST: 
DANIEL J. VOGT
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: Improvement 17-05 - Brainerd Foundry Limited Site Investigation

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering
Presenter (Name & Title): Paul Sandy, City Engineer	Estimated Time Needed: 5 Minutes
Summary of Issue: Staff has been working with Millsop and Associates to continue the limited site investigation work as required by the MPCA for the City owned Brainerd Foundry Site at the corner of S 10th Street and Quince Street. This site investigation is required by the MPCA because of underground petroleum storage tanks that were removed. The purpose of the investigation is to delineate the boundary of contaminated soil caused by leaks in the underground tanks and identifying if remediation is necessary.	
Alternatives, Options, Effects on Others/Comments: Millsop and Associates originally came to the site in the fall of 2017. The majority of the work in an LSI contains performing borings, analyze groundwater and soil samples for signs of petroleum, and complete reporting as required by the MPCA for the site investigation to be submitted. The first round of drilling occurred August 2017. The driller mobilized and performed drillings on the site per the City's RFP at locations directly over the old tanks and around the tanks to determine effects of leaks that may have occurred. After the initial round of borings, it was realized that additional borings would need to be performed which were out of the scope of the initial borings as the initial borings were dry with no signs of contaminants (the plume generally travels with groundwater, which was unknown the groundwater flow on the site). Millsop submitted a contract extension dated November 30 in which staff received at a time which time was too late to submit for council packet on December 4. Staff authorized the work, as Mr. Millsop had the opportunity to drill the week of December 4 to continue the investigation. Mr. Millsop was on site the week of the 4th and performed additional borings. The additional borings revealed a contaminated sample on the north end of the property. This revealed the direction of groundwater flow, so to complete the investigation, Mr. Millsop will need to perform a few more borings across the street in the City right-of-way to determine the extents of the contamination from the fuel tanks. You can see attached 2 contract extensions, one for work performed the week of December 4, and another for the future borings that Mr. Millsop plans on performing the week of December 18. Final reporting will then be completed and submitted to the MPCA for approval. All of this work is reimbursable through the petro-fund administered through the MPCA, and applications for reimbursement will be submitted once the final reporting is complete at the end of January. Staff has been in continual contact with MPCA staff regarding the status of the drilling and reporting so they are in the loop as to when the final report will be submitted. Currently, \$5,382.25 has been paid to Millsop and Associates for the original proposal work.	
Recommended Action/Motion: Staff recommends approval of the two attached contract extensions for the additional work performed and to be performed by Millsop and Associates to be reimbursed by the MPCA petro-fund once final reporting is completed and approved.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>\$10,530</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> Funds would be paid out of the Construction Fund 401 and reimbursed through the MPCA petro-fund once final payment and reporting is completed on the project.	



Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

November 29, 2016

CERTIFIED MAIL NO. 7007 3020 0000 0965 6014
RETURN RECEIPT REQUESTED

Jeff Hulsether
City of Brainerd
501 Laurel St
Brainerd MN 56401

RE: Petroleum Storage Tank Release Investigation and Corrective Action
Site: Former Brainerd Foundry, 801 South 10th Street, Brainerd, MN 56401
Site ID Number: LEAK 19896

Dear Jeff Hulsether:

On September 14, 2015, the Minnesota Pollution Control Agency (MPCA) staff was notified that a release of petroleum occurred from storage tank facilities that you own and/or operate at the site referenced above.

A recent review of our files indicates that we have not heard from you whether you intend to investigate and if necessary, clean up the petroleum contamination at this site. We again ask that you respond verbally or in writing to this letter and describe the status of your investigation and/or cleanup, or explain why no action has been taken. You must respond within 30 days of receipt of this letter. Failure to do so may result in reduced reimbursement from the Petrofund and/or enforcement action taken against you by the MPCA.

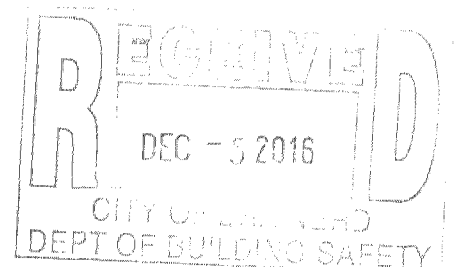
Please refer to MPCA guidance documents for information regarding the scope of investigations required at petroleum release sites. MPCA staff requires that the site investigation fully define the extent and magnitude of soil and ground water contamination caused by the release. We reserve the right to reject proposed corrective actions if the requirements of the site investigation have not been fulfilled. If you have any questions concerning this letter or need additional information, please call me at 651-757-2838, toll free at 800-657-3864, or email gary.zarling@state.mn.us. Please reference the above LEAK # in all correspondence.

Sincerely,

Gary Zarling
Project Manager
Petroleum Remediation & Redevelopment Section
Remediation Division

GZ:ah

cc: City Clerk, Brainerd
Fire Chief, Brainerd
Mille Lacs County



January 5, 2017

Mr. Brian Ross
Widseth, Smith & Nolting
7804 Industrial Park Road
Baxter, MN 56425

RE: RFP for a Limited site Investigation – Former Brainerd Foundry

Dear Brian,

This past year or so when the MPCA was performing some contaminated soil mitigation in the vicinity of the former Brainerd Foundry, 2 underground storage tanks were discovered on property that the City acquired a number of years ago from BNSF for trail purposes, which runs adjacent to the former foundry site. The tanks were disposed of and samples taken as described in the attached portion of the Terracon report.

You will note on the RFP form that there is a question related to water supply wells on the site. There are 3 monitoring wells that were installed by the US Army Corps of Engineers when they conducted the soil remediation on the foundry site itself in the late 90's. We have continued the maintenance permits (a copy is attached) on these wells until the site reaches some final disposition, which hopefully will be resolving this underground storage tank investigation.

We intend to apply for petrofund reimbursement for expenses associated with this investigation and we are soliciting multiple proposals to fulfill those requirements. If your firm is interested in submitted a proposal to conduct this limited site investigation, please do so by January 30,2016. If there are any questions, please feel free to contact either Paul Sandy or myself at 828-2309, or by email at jhulsether@ci.brainerd.mn.us.

Thanks you in advance for your interest in this project.

Sincerely,

CITY OF BRAINERD

Jeff Hulsether
City Engineer

January 5, 2017

Mr. Mark Millsop
Millsop Associated, Inc.
P.O. Box 236
Crosby, MN 56441

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CITY OF BRAINERD

Jeff Hulsether
City Engineer

January 5, 2017

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7804 Industrial Park Road
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Thanks you in advance for your interest in this project.

Sincerely,

CITY OF BRAINERD

Jeff Hulsether
City Engineer



REQUEST FOR PROPOSAL FOR A LIMITED SITE INVESTIGATION – *Standard Scope of Work*

The objective of the **Limited Site Investigation** (LSI) is to obtain a “snapshot” of the site conditions in order to quickly and cost-effectively evaluate the level of risk associated with the petroleum tank release at your site. This request for proposal form (RFP) and the attached Limited Site Investigation (Standard Scope of Work) proposal and invoice form have been designed to assist you in obtaining written competitive consultant proposals.

Applicant Instructions

- ☒ **Complete the applicant information on page two of this form.**
- ☒ **Send copies of this form and the Limited Site Investigation (Standard Scope of Work) proposal and invoice form to registered environmental consulting firms.** The rules that govern the Petrofund reimbursement process require you to get a minimum of two written competitive consultant proposals for this scope of work.
- ☐ **After you have received your written consultant proposals, review each proposal to ensure that it is complete.** If not, contact the company that provided the proposal and get the missing information. Please note that Petrofund reimbursement is generally based on the costs contained in the low-cost consultant proposal, but a higher cost proposal may be selected if you can provide documented proof to demonstrate that the selected consultant's qualifications are superior to those of the consultant who gave the lowest competitive proposal and justify the selection of a higher-cost proposal. Among the factors relevant to the qualifications of a consultant are education, experience, certifications, and registrations. A prior business relationship between the applicant and consultant is not relevant to the qualifications of a consultant.
- ☐ **Choose your environmental consultant and proceed with your investigation.**

If you have any questions, please contact Petrofund staff at **651-539-1515, 800-638-0418**, or via e-mail at **petrofund.commerce@state.mn.us**. The fax number is **651-539-0103**.

Consultant: Base your proposed costs on the following assumptions:

- ☐ Push probe technology will be used for drilling.
- ☐ Ground water depth is 20'.
- ☐ The release is from a single source.
- ☐ Utilities and subsurface obstructions do not inhibit advancement of borings.
- ☐ Water and soil gas samples will be collected immediately upon completion of borings (no need to wait 24 hours).
- ☐ Free product is not present.
- ☐ Level D safety precautions are adequate, and all work will be completed according to MPCA and Department of Health guidance.

Please note that if you know that the standard assumptions listed above will not be appropriate for work at this site, contact the applicant and explain that the "Request for Proposal for a Limited Site Investigation/Full Remedial Investigation (*Nonstandard Scope of Work*)" form should be used to get competitive consultant proposals.

Scope of Work (written proposals must be based on the following):

I. Administrative Tasks

- Prepare a site-specific health and safety plan.
- Notify the MPCA in advance of field work. Notify the MPCA of important investigation findings, and communicate with the applicant regarding scheduling and investigative results (see MPCA Guidance Document 4-01).

II. Field and Receptor Surveys

Complete a risk evaluation in accordance with MPCA Guidance Document 4-02.

- Complete a water well receptor survey.
- Complete a vapor receptor survey.
- Complete a surface water receptor survey.

III. Drilling – Direct Push Technology

Advance push probes in accordance with MPCA Guidance Documents 4-01 and 4-01a. For the purposes of this proposal, assume that:

- Four push probes will be advanced to twenty-five feet below grade.
- One additional push probe will be advanced to forty feet below grade.
- Five push probes will be advanced to ten feet below grade to collect soil gas samples.

Remedial Action Report – 2015

Former Brainerd Foundry Site ■ Brainerd, Minnesota
January 29, 2016 ■ Terracon Project No. 41057031



- Area 6: This area includes the former Foundry area that is outside the fenced-in parcel, which was previously cleaned up. This area includes the land between the cleaned-up parcel and the bike path with a section of right of way along Quince Street. This area was identified as having soil with lead concentrations exceeding the hazardous waste limits and required on-site stabilization to achieve non-hazardous waste limits so the soil could be disposed in a local landfill. Prior to conducting the excavation cleanup in this area, On August 14, 2015, Terracon and Clean Harbors collected composite soil samples in ten sub-sections of this area to determine TCLP lead concentrations anticipated to be encountered so that stabilization reagent mixing could be planned. The composite samples were collected by advancing several test pits within each section and compositing the soil samples which were submitted for laboratory analytical testing. Area 6 was excavated and backfilled during the period from September 1 to September 18, 2015. The soil in this area was excavated between 12-inches and 42-inches in depth.
- Area 7: This area includes the right of way along 10th Street and Quince Street and a portion of the commercial property at 701 10th Street. This area was excavated and backfilled during the period from September 9 to September 15, 2015. The soil in this area was excavated between 6-inches and 30-inches in depth.
- Area 8: This area includes the land between the building located at 701 10th Street and the bike path. This area was excavated and backfilled during the period from September 8 to September 9, 2015. The soil in this area was excavated between 6-inches and 18-inches in depth.

As part of soil excavation and segregation activities, Terracon utilized an XRF to screen soil at the base of excavated areas, soil removed and stockpiled soil for lead concentrations. Areas previously known to have lead impacted soil at concentrations above 300 mg/kg were excavated and hauled off-site to a landfill. Once the previously impacted soil was removed, Terracon collected soil samples from the base of the excavated area to determine if additional impacted soil needed to be removed using field measured XRF test results. This process proceeded until soil meeting the cleanup criteria was achieved. In addition to the XRF field testing, Terracon split some of the soil samples for laboratory testing of lead to confirm the XRF results. The XRF readings and laboratory test results are included on Table 1.

The soil removed from the site was hauled to the Vonco II Landfill facility located in Becker, Minnesota. A total of 4,042.5 tons of impacted soil was excavated, transported and disposed of at the landfill facility. Shipping manifests and weight tracking documentation are included in Appendix G.

Underground Storage Tank Removal

During the lead impacted soil response action excavation cleanup work, two underground storage tanks were encountered at the Former Brainerd Foundry site. The MPCA was notified of the tanks and subsequently the Minnesota Duty Officer was contacted to report the tanks.

Terracon collected product samples from the tanks to characterize the fluids for disposal. The samples were collected on September 23, 2015 and submitted to Pace Analytical Services, Inc. for testing of volatile organic compounds (VOCs), diesel range organics (DRO) and gasoline range organics (GRO). The results confirmed that one tank contained residual gasoline and the other tank contained diesel fuel. The gasoline tank was observed to have less than five gallons of fluids and the diesel tank was observed to be almost full of fluids.

At the request of MPCA, Clean Harbors coordinated the removal and disposal of the tanks and their contents. The tank fluids were removed from the tanks on October 26, 2015 and the tanks were removed from the site on October 29, 2015. Terracon was on-site during the tank removal to collect soil samples for screening with a photo-ionization detector (PID). Select soil samples were also submitted to Pace Analytical Services, Inc. for testing of VOCs, DRO and GRO. Results of the PID screening indicated that elevated organic vapors were not present in the soil samples in the tank basin of the gasoline tank whereas elevated organic vapors were detected in soil samples collected in the tank basin of the diesel tank. The highest PID reading was 180 ppm for a sidewall sample collected from the Tank #2 basin. The laboratory analytical samples also confirmed the presence of petroleum impacted soil for the diesel tank basin. Refer to Tables 5, 6 and 7 for tank removal information and Appendix D for a copy of the laboratory analytical reports. Impacted petroleum soil was not excavated and both tank excavations were backfilled with imported sand and topsoil followed by placing straw and seed in the areas disturbed by the backhoe.

3.0 CONCLUSIONS

The response action excavation cleanup work achieved cleanup of lead impacted soil at the targeted areas at the site. A total of 4,042.5 tons of lead impacted soil was removed from the site and disposed at the Vonco II landfill in Becker, Minnesota. One confirmation laboratory sample had a lead concentration of 354 mg/kg which is slightly over the cleanup goal. However, the XRF readings for that sample were 261 and 255 ppm which is under the cleanup goal. Based on this one laboratory result, it does not appear to pose a risk at the site. This area consists of the embankment along the bike path and owned by the City. The remaining confirmatory samples meet the cleanup goals.

4.0 RECOMMENDATIONS

The remaining monitoring wells at the site should be sealed in accordance with the MDH Well Code. A limited site investigation should be conducted for the identified petroleum impacts associated with an underground storage tank that was recently removed.



Minnesota Department of Health
Well Management Section
P.O. Box 64502
St. Paul, Minnesota 55164-0502
For Customer Service call 651/201-4588 or 800/383-9808

RECEIVED

OCT 17 2016

MDH Use Only

Date Received _____
Amount Received _____
Check No. _____
Deposit No. _____
Monitoring Well \$175 _____ (623237)
Monitoring Well Gov't \$50 _____ (623329)
Retail Outlet Site \$175 _____ (623239)
Billing Date: 10/11/2016 Page 1 of 1

MAINTENANCE PERMIT OF BRAINERD
ADMINISTRATION

Billing Address:

BRAINERD, CITY OF
501 LAUREL STREET BRAINERD MN 56401

Retail Outlet Site or Monitoring Well Permit Number	Original Expiration Date	Current Expiration Date	Check Box if all Wells are Sealed for this Permit or there is a new Well Owner and See Instructions	Amount Due	Amount Paid
589212	12/31/1997	12/31/2016	☐	\$50.00	\$50

Billing Notice Number: 1

Well Owner: BRAINERD, CITY OF
ATTN: PATRICK WUSSOW 501 LAUREL STREET BRAINERD MN 56401

Well or Boring Location Address: 801 TENTH STREET S BRAINERD 56401

Location Lot Information: Twp Name BRAINERDTwp No. 045 Rng 31 Sec 25

Retail Outlet Site or Monitoring Well Permit Number	Original Expiration Date	Current Expiration Date	Check Box if all Wells are Sealed for this Permit or there is a new Well Owner and See Instructions	Amount Due	Amount Paid
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Well or Boring Location Address: 801 TENTH STREET S BRAINERD 56401

Location Lot Information: Twp Name BRAINERDTwp No. 045 Rng 31 Sec 25

PAID

Retail Outlet Site or Monitoring Well Permit Number	Original Expiration Date	Current Expiration Date	Check Box if all Wells are Sealed for this Permit or there is a new Well Owner and See Instructions	Amount Due	Amount Paid
589214	12/31/1997	12/31/2016	☐	\$50.00	\$50

Billing Notice Number: 1

Well Owner: BRAINERD, CITY OF
ATTN: PATRICK WUSSOW 501 LAUREL STREET BRAINERD MN 56401

Well or Boring Location Address: 801 TENTH STREET S BRAINERD 56401

Location Lot Information: Twp Name BRAINERDTwp No. 045 Rng 31 Sec 25

Jeff

Total Amount Due: \$150.00

\$150

OK to process

last inv. rec'd/pd

Page 1 of 1

295-46510-3430

To re 12/31/15

call 651/201-4600.



January 16, 2017

Mr. Jeff Hulsether
City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

RE: Proposal for Limited Site Investigation (LSI) services for the Former Brainerd Foundry site in Brainerd, Minnesota (Leaksite No. 19896)

Dear Mr. Hulsether:

Thank you for the opportunity to submit our proposal for this project. Millsop Associates, Inc. and its staff have the experience, registrations and insurance required by the MPCA and the Petrofund to complete this project. Mr. Mark Millsop, P.G., our principal hydrogeologist with over 30 years of experience, will be the project manager and will conduct the field work and report preparation. The following sections provide a description of our proposed scope of services and a cost estimate.

PROPOSED LSI SERVICES

Based on the Petrofund's Standard Scope for a LSI, our scope of services will include:

1. Installing four push probes to 25 feet below grade and one to 40 feet below grade, conducting continuous soil sampling, collecting groundwater samples from the probes, and grouting the boreholes upon completion. The depth to groundwater will be determined in each probe and the ground surface elevation will be determined at each location. We are assuming that these probes will be completed on-site and that one day of field time will be used to complete this work. Public underground utilities would be cleared through Gopher State One Call. You would be responsible for providing site access and clearing any known on-site utilities.
2. Conducting on-site monitoring of the probes by an experienced Master's level scientist, including measuring organic vapor levels in soil samples with a PID and mapping the probe locations.
3. Collecting seven soil samples from the probes for analysis of diesel range organics (DRO), gasoline range organics (GRO), lead, and benzene, toluene, ethylbenzene and xylenes (BTEX), and collecting six water samples for analysis of DRO, GRO, lead, and volatile organic compounds (VOCs).

4. Installing five push probes to 10 feet below grade to collect soil gas samples with Summa canisters. These samples will be submitted for laboratory analysis of MN List TO-15.
5. Notifying the MPCA of the field work and conducting a background information review, and conducting surface water, water well and vapor receptor surveys.
6. Analyzing three soil samples for grain size.
7. Preparing a safety plan and an LSI Report to summarize the results of the proposed work.

COST ESTIMATE

Based on the scope of services described above, our charges would be \$6,487.50 (see attached Petrofund Bid Form for details).

All of our work will be billed monthly. The final charges for any further work due to changes in the original scope of work will be based on the scope of services performed, extended at the appropriate unit prices on the attached Fee Schedule.

During the course of this work, we will be responsible for the safety of our personnel only. Our on-site staff will not enter confined spaces for this project and plans on using Level D PPE. There would be additional charges for upgrading to Level C PPE. Our estimate includes no allowance for client-directed drill rig standby or delay time. We plan to leave the soil cuttings on the site.

POSSIBLE EXTENDED SCOPE OF WORK AND COSTS

This proposal assumes that the impacts will be adequately defined after the proposed work and that a report can be prepared to request file closure. In the event that extensive petroleum product impacts are encountered, client and MPCA status reports, additional borings, monitoring wells, additional analytical testing, and additional report preparation time may be required to define, monitor and clean-up the impacts in accordance with MPCA guidance documents. Also, drilling costs may increase from those proposed if drilling is difficult due to site conditions. If additional services are required, they would be billed out at the same unit rates as used initially for the project.

Please note that the Petrofund Rules do not allow reimbursement of Petrofund Application preparation fees. Therefore, we have not included these services on the attached Petrofund Bid Form or in our estimated costs shown above. We would be pleased to assist you, if you would like. We would complete applications at a rate of \$80/hour.

CONTRACT CONDITIONS

When our proposal is accepted, we ask that one copy be signed by an authorized representative of the party responsible for payment of these services; the Bid Form also requires a notarized signature. Then please return this copy to us as our authorization to proceed.

We have attached to this proposal a copy of our General Contract Conditions. The terms contained in the attached General Contract Conditions are incorporated herein and are an integral part of this contract for professional services. Acceptance of this proposal indicates that you understand and accept the terms and conditions contained in this proposal, including the terms and conditions contained in the attached General Contract Conditions.

In contracting with you for these professional services, we cannot extend contractual privileges to any party or parties other than you. Our reports will be prepared for your exclusive use. The report may not be circulated, in whole or in part, to any other party, without our prior written permission. We agree, however, that the report may be conveyed to other parties to be read for informational purposes only.

CLOSURE

If you have any questions, please contact me. We would appreciate the opportunity to work with you on this project.

Sincerely,

MILLSOP ASSOCIATES, INC.



Mark D. Millsop, P.G.
Principal Hydrogeologist

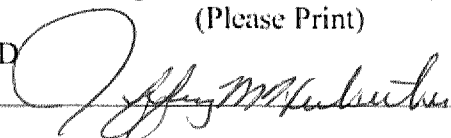
Attachments: Fee Schedule
Petrofund Bid Form
General Contract Conditions

ACCEPTED:

DATE FEBRUARY 6, 2017

FIRM CITY OF BRAINERD

AUTHORIZED
REPRESENTATIVE JEFF HULSETH
(Please Print)

AUTHORIZED
SIGNATURE 

TITLE CITY ENGINEER

**FEE SCHEDULE FOR
ENVIRONMENTAL SERVICES**

**MILLSOP ASSOCIATES, INC.
P.O. BOX 236
CROSBY, MINNESOTA 56441**

PERSONNEL

Services of Principal Hydrogeologist	\$80.00/hour
Services of Draftsperson/Secretary	\$30.00/hour
Personnel Transportation Charges	\$ 0.50/mile

EQUIPMENT

Photoionization Detector	\$100/day
--------------------------	-----------

SUBCONTRACTORS

Cost

NOTES:

1. Fees are valid through March 31, 2017.
2. Additional services and rates are available upon request.



Petroleum Tank Release Cleanup Fund
Standardized Proposal and Invoice Form
Limited Site Investigation (LSI)
Standard Scope

MPCA Leak # 19896

Applicant Name Mr. Jeff Hulsether, City Engineer

Address City of Brainerd, 501 Laurel St.

Brainerd, MN 56401

Leaksite Name Former Brainerd Foundry

Site Address 801 South 10th Street

Brainerd, MN 56401

Task Description	Petrofund Maximum Unit Cost	Amount Proposed	Amount Invoiced for Proposed Tasks
Administrative Tasks			
Agency status update	\$116 per field work event	\$	\$
Applicant status update [drilling]	\$629 per drilling event/see rule	\$40.00	\$
Background review	\$678 per leak site	\$40.00	\$
Field work notification and scheduling	\$230 per field work event/see rule	\$40.00	\$
Health and safety plan	\$303 per leak site	\$40.00	\$
Nonspecific administration	\$242 per step of services	\$	\$
Sample shipping and transportation	\$109 per shipping event	\$40.00	\$
Consultant Drilling and Excavation Activities			
Drilling oversight, field log prep, & soil sampling [25' or shallower boring]	\$182 per boring	\$320.00	\$
Drilling oversight, field log prep, & soil sampling [boring deeper than 25']	\$8 per foot	\$160.00	\$
Surveying & surveying equipment	\$230 per surveying event	\$40.00	\$
Utility clearance	\$242 per utility clearance event	\$40.00	\$
Field and Receptor Surveys			
Surface water receptor survey and risk evaluation	\$169 per leak site	\$40.00	\$
Vapor receptor survey and risk evaluation	\$847 per leaksite/see rule	\$40.00	\$
Water well receptor survey and risk evaluation	\$911 per leaksite/see rule	\$80.00	\$
Sampling			
Groundwater sampling (other than permanent monitoring well)	\$43 per sampling point/see rule		\$
Submissions to Agency			
Investigation report preparation (LSI only)	\$4,208/see rule	\$1,340.00	\$
Travel and Per Diem			
Travel time	\$85 per hour	\$80.00	\$
Vehicle mileage	\$0.79 a mile	\$20.00	\$
Per diem	\$164 per day per person	\$	\$
Equipment and Field Supplies Charges (list items included in proposal below)			
PID	Disposable items = Cost to buy the items	\$100.00	\$
	Reusable items = Lesser of purchase or rental cost	\$	\$
Contractor Services Included in this Proposal			
Analytical Services			
7 soil samples	DRO, GRO, BTEX, Lead	\$514.50	\$
6 groundwater samples	DRO, GRO, VOCs, Lead	\$771.00	\$
3 grain size analysis		\$154.50	\$
5 soil gas samples	EPA Method TO-15, full scan	\$907.50	\$
Drilling, Direct Push Technology			
4 push probes to 25', 1 push probe to 40', 5 push probes to 10'	\$164 / hr. < 15,000 lbs.	\$1,145.00	\$
Retraction Force = < 15,000 lbs. or > 15,000 lbs. (circle one)	\$242 / hr. > 15,000 lbs.	\$35.00	\$
Push probe sealing	\$1.21 per ft.	\$	\$
Mobilization/demobilization (drilling) (0 - 50 miles one way)	\$303	\$	\$
Mobilization/demobilization (drilling) (51- 500 miles one way)	\$303 plus \$7 per mile over 50	\$500.00	\$
Mobilization/demobilization (drilling) (over 500 miles one way)	\$2,662	\$	\$
Per diem	\$164 per day / per person	\$	\$
		\$6,487.50	\$
		Total Proposed	Amount Invoiced for Proposed Tasks

Petroleum Tank Release Cleanup Fund
Standardized Proposal and Invoice Form
Limited Site Investigation (LSI)
Standard Scope

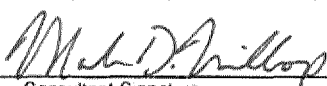
INVOICE SUMMARY (to be completed by consultant after the work has been performed)

Total amount invoiced for proposed tasks (enter amount from page 1)	\$
Total amount invoiced for tasks not proposed (enter amount associated with column A of the Change Order form)	\$
GRAND TOTAL AMOUNT INVOICED FOR WORK PERFORMED	\$

CONSULTANT

Consultant Providing Above Proposal <u>Millsop Associates, Inc.</u>	
Contact Person	<u>Mark Millsop</u>
Phone	<u>218-763-2907</u>
Fax	<u>218-763-2908</u>
E-mail Address	<u>mmillsop@millsop.com</u>

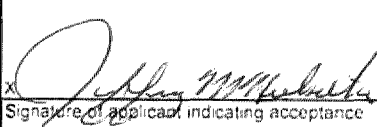
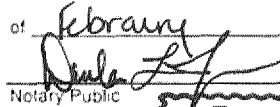
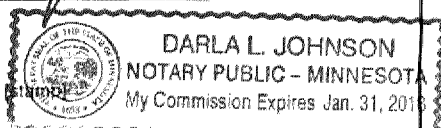
I hereby certify that this document accurately reflects the details specified in the RFP dated _____ and the anticipated costs for a limited site investigation, which total \$6,487.50. I further certify that the hourly rates to be charged for consultant services _____ WILL _____ WILL NOT exceed the maximum hourly labor rates for consultant services listed in Minn. Rule 2890.1400 (maximum hourly rates are as follows: SLP = \$157, MLP = \$116, ELP = \$85, FT = \$79, DP = \$67, WP = \$48). If line is not marked, it is assumed to be "will not."

Mark Millsop		January 16, 2017
Consultant Name (please print)	Consultant Signature	Date

Millsop Associates, Inc.	3068
Consultant Company	Petrofund Registration Number

APPLICANT

This proposal must be signed and dated by the consultant.	NOTARIZATION (of applicant signature)
To accept this proposal, sign and date it in front of a notary public.	

	Signed or attested before me this <u>8th</u> day
Signature of applicant indicating acceptance	of <u>February</u> 20 <u>17</u>
<u>JEFFREY M HULSE</u>	
Applicant Name (please print)	Notary Public
<u>CITY OF BRAINERD</u>	
Company	My Commission Expires <u>1/31/18</u>

Millsop Associates, Inc.

GENERAL CONDITIONS FOR CONSULTING SERVICES

1. Scope of Services and Compensation

Millsop Associates, Inc. (MAI) shall perform the services defined in the proposal to which these General Conditions are attached, and any supplements agreed to by MAI and Client. These documents are collectively referred to as the contract documents. MAI shall invoice the Client for the services at the rates shown on the attached fee schedule. Any cost estimate to the Client as stated in the contract shall not be considered as binding, but only as an estimate, unless otherwise specifically stated in the proposal. MAI will provide additional services for additional charges under this contract as required to complete the assignment, and/or as authorized by the Client and requested by the Client. Client agrees that MAI may increase its billing rates on a yearly basis.

2. Reliance

Unless otherwise expressly agreed in writing by both Client and MAI, both agree that MAI's performance of its services and exercise of its care and skill is solely and exclusively for the benefit of Client and that no person or party other than Client shall be entitled to rely upon any documentation, representation, report, statement or service made or performed by MAI or upon any failure by MAI to make any representation or statement or provide any service, and that MAI makes no representations, warranties or promises to any person or party other than Client.

3. Client Knowledge and Right of Entry

The Client shall advise of or provide MAI all documents known to Client regarding existing or proposed site conditions and shall notify MAI of any changes Client becomes aware of. MAI will rely on such information, as acknowledged by Client. The Client will furnish right-of-entry on the land or site buildings for us to make the tests, surveys, explorations, or borings, unless otherwise agreed. We will take reasonable precautions to minimize damage to land and structures by field equipment, but have not included in our fee the cost for rectifying damages that may result from our operations. If we are required to restore any land to its former condition, the associated charges will be added to our fee.

4. Utilities/Subterranean Structures

MAI and our subcontractors will not be responsible for, and the Client agrees to hold us harmless and indemnify us for, any damages to subterranean structures or utilities which are not called to our attention, and the locations not shown to us, prior to drilling or digging at the site.

5. Discovery of Pollution; Duty to Notify the State

If we observe a substance on the ground surface or in the subsurface, or within the groundwater, which in our professional opinion could potentially pollute surface waters or the groundwater, there is a legal obligation to notify the State of Minnesota Pollution Control Agency, in accordance with the provisions of Statute 115.061, "DUTY TO NOTIFY AND AVOID WATER POLLUTION." We will attempt to notify you, our Client, first to have you do the notification, but if you do not assure us that you will do so, or if we are unable to communicate with you, we will then be obligated to notify the State directly. It is our understanding that this notification must be "immediate," usually interpreted by the Agency to be within 24 hours. For projects in states other than Minnesota, that state's specific rules will apply. The requirements of these statutes supersede the usual practice of client confidentiality. Therefore, Client agrees to hold MAI harmless from any consequences arising from such notification.

6. Insurance

Millsop Associates, Inc. carries Standard Public Liability Insurance and Professional Liability Insurance as protection against most risks of liability exposure. We will furnish information and certificates for these insurances at the client's request. However, it is possible that professional liability and other insurance may not be available to us, or to any professional, to cover some work related to hazardous substances. We will not be responsible for any loss, damage, or liability beyond the amounts, limits, exclusions and conditions of our insurance. We will not be responsible for any loss, damage, or liability arising from the client's negligent acts, errors and omissions and those by the client's staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

7. Standard of Care

In accepting this agreement for consulting services, the client acknowledges the inherent risks associated with petroleum, hazardous constituents, radioactives, toxics, irritants, or otherwise dangerous substances or conditions, or pollutants, and with construction activities. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession currently practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered. We make no express or implied warranty beyond our commitment to conform to this standard.

8. Indemnification

The Client agrees to hold harmless, indemnify, and defend MAI and its officers, subsidiaries, affiliates and subcontractors 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 contaminants of any kind, except for such liability as may arise out of our sole gross negligence in the performance of services under this agreement.

9. Liability Limitation

Millsop Associates, Inc. has neither created nor contributed to the creation of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or conditions at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Accordingly, MAI's liability for all actions, omissions, or negligence, whether active or passive, shall not exceed \$15,000.

10. Disputes

Without limiting MAI's other rights and remedies, should Client default on its payment obligations to MAI and MAI retains legal counsel to collect its fees, then, in addition to the unpaid fee and interest, Client shall be liable to MAI for all collection expenses, including reasonable attorney's fees, disbursements, expert witness fees and all costs of court and litigation. All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be submitted to Alternative Dispute Resolution (ADR) before and as a condition precedent to other remedies provided by law. If a dispute arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then the claim will be brought and tried in the judicial jurisdiction of the court where our principal place of business is located and the client waives the right to remove the action to any other judicial jurisdiction, and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

11. Ownership of Documents

MAI will furnish two copies of each report to the Client as part of our services. The Client will be billed for additional copies. The Client acknowledges that all reports, plans, specifications, representations, data, notes, calculations, estimates and other documents we prepare are instruments of service and shall remain our property. Client agrees that all reports and other work furnished to Client or their agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. We will retain pertinent records relating to the services performed for a period of five (5) years following submission of the report.

12. Ownership of Samples

All test samples are and shall remain the property of Client and in no event shall MAI assume title to same. All remaining samples shall be disposed of in accordance with applicable law, unless Client requests in writing that MAI store them on Client's behalf. If MAI so agrees, Client shall pay MAI for this additional service.

13. Assigns

Neither the client nor MAI may delegate, assign, sublet or transfer its duties or interest in this agreement without the express written consent of the other party.

14. Termination

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, we shall be paid for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports, contemplated by the agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the service performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all our direct costs in completing such analyses, records and reports.

15. Payment of Invoices and Interest Charges

Invoices will be submitted once a month for services performed during the prior month. Payment is due upon presentation and is past due after thirty (30) days of receipt of the invoice, unless specifically arranged otherwise in writing. Failure to provide MAI with a clear written statement within fifteen (15) days of the invoice of a dispute shall constitute acceptance of an invoice as submitted. The Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, eighteen percent (18%) annually, on past due accounts. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which MAI is not involved, or upon the Client's successful completion of the project. The amount of any tax that may be imposed shall be additional compensation to the actual billings for service. The Client agrees to pay the full amount of billings plus the tax.

16. Lien Rights

MAI hereby gives notice that it retains the right to submit a lien against the subject property in the event of non-payment of invoices. The lien will be prepared and filed in accordance with pertinent laws of the state.



November 30, 2017

Mr. Paul Sandy, P.E.
City of Brainerd
501 Laurel Street
Brainerd, Minnesota 56401

MAI Project No. M-17-1139

RE: Contract Extension for Additional Remedial Investigation (RI) services at the Brainerd Foundry site in Brainerd, Minnesota (MPCA Leaksite #19896)

Dear Mr. Sandy:

During this phase of work, soil borings will be drilled to further assess the petroleum impacts. The following sections provide a description of our proposed scope of services and a cost estimate.

SCOPE OF SERVICES

Our scope of services will include:

1. Drilling five push probes to about 25 feet below grade and collecting soil and groundwater samples. Public underground utilities would be cleared through Gopher State One Call.
2. Analyzing the water samples for volatile organic compounds (VOCs), lead, GRO and DRO, and the soil samples for lead, DRO, GRO, and PVOCs. Trip blanks will be collected for PVOCs and VOCs.
3. Coordinating and monitoring the drilling by our Master's level Geologist.
4. Preparing boring logs, tables and maps summarizing our additional work.

COST ESTIMATE

Based on the scope of services described above, our charges would be as follows:

Coordination, 1 day of drilling monitoring, travel, equipment, and client updates	\$ 1,250
Additional report preparation	\$ 1,300
Drilling (subcontract at cost)	\$ 1,680
Laboratory analyses (subcontract at cost)	\$ 1,610

TOTAL ESTIMATED COST: \$ 5,840

A Petrofund change order would be processed after the work is completed; bidding is not required by the Petrofund for this phase of work.

All of our proposed work will be billed monthly, as will any subsequent services that you authorize. The final charges for any further work due to changes in the original scope of work will be based on the scope of services performed, extended at the appropriate unit prices on the attached Fee Schedule.

During the course of this work, we will be responsible for the safety of our personnel only. Our on-site staff will not enter confined spaces for this project and plans on using Level D PPE. There would be additional charges for upgrading to Level C PPE. Our estimate includes no allowance for client-directed drill rig standby or delay time. We plan to leave the soil cuttings on the site. Additional charges will be incurred to containerize cuttings for off-site disposal.

POSSIBLE EXTENDED SCOPE OF WORK AND COSTS

In the event that extensive petroleum product impacts are encountered, additional or deeper borings, additional or deeper monitoring wells, and additional analytical testing may be required. Also, drilling costs may increase from those proposed if drilling is difficult. If additional consulting services are required, they would be billed out at the same unit rates as used initially for the project.

If modification of the initial Scope of Work or additional on-site work is necessary, or if we must upgrade to Level C PPE, or if the MPCA requires additional work, we will contact you to discuss the modifications in the scope of services and the associated costs, and process a Change Order.

CONTRACT CONDITIONS

When our proposal is accepted, we ask that one copy be signed by an authorized representative of the party responsible for payment of these services. Then please return this copy to us as our authorization to proceed.

We have attached to this proposal a copy of our General Contract Conditions. The terms contained in the attached General Contract Conditions are incorporated herein and are an integral part of this contract for professional services. Acceptance of this proposal even by verbal authorization to proceed indicates that you understand and accept the terms and conditions contained in this contract, including the terms and conditions contained in the attached General Contract Conditions.

In contracting with you for these professional services, we cannot extend contractual privileges to any party or parties other than you. Our reports will be prepared for your exclusive use. The report may not be circulated, in whole or in part, to any other party, without our prior written permission. We agree, however, that the report may be conveyed to other parties to be read for informational purposes.

CLOSURE

If you have any questions, please contact me. We appreciate the opportunity to work with you on this project.

Sincerely,

MILLSOP ASSOCIATES, INC.



Mark D. Millsop, P.G.
Principal Hydrogeologist

Attachments: General Contract Conditions

ACCEPTED:

DATE _____

FIRM _____

AUTHORIZED
REPRESENTATIVE _____

(Please Print)

AUTHORIZED
SIGNATURE _____

TITLE _____

Millsop Associates, Inc.

GENERAL CONDITIONS FOR CONSULTING SERVICES

1. Scope of Services and Compensation

Millsop Associates, Inc. (MAI) shall perform the services defined in the proposal to which these General Conditions are attached, and any supplements agreed to by MAI and Client. These documents are collectively referred to as the contract documents. MAI shall invoice the Client for the services at the rates shown on the attached fee schedule. Any cost estimate to the Client as stated in the contract shall not be considered as binding, but only as an estimate, unless otherwise specifically stated in the proposal. MAI will provide additional services for additional charges under this contract as required to complete the assignment, and/or as authorized by the Client and requested by the Client. Client agrees that MAI may increase its billing rates on a yearly basis.

2. Reliance

Unless otherwise expressly agreed in writing by both Client and MAI, both agree that MAI's performance of its services and exercise of its care and skill is solely and exclusively for the benefit of Client and that no person or party other than Client shall be entitled to rely upon any documentation, representation, report, statement or service made or performed by MAI or upon any failure by MAI to make any representation or statement or provide any service, and that MAI makes no representations, warranties or promises to any person or party other than Client.

3. Client Knowledge and Right of Entry

The Client shall advise of or provide MAI all documents known to Client regarding existing or proposed site conditions and shall notify MAI of any changes Client becomes aware of. MAI will rely on such information, as acknowledged by Client. The Client will furnish right-of-entry on the land or site buildings for us to make the tests, surveys, explorations, or borings, unless otherwise agreed. We will take reasonable precautions to minimize damage to land and structures by field equipment, but have not included in our fee the cost for rectifying damages that may result from our operations. If we are required to restore any land to its former condition, the associated charges will be added to our fee.

4. Utilities/Subterranean Structures

MAI and our subcontractors will not be responsible for, and the Client agrees to hold us harmless and indemnify us for, any damages to subterranean structures or utilities which are not called to our attention, and the locations not shown to us, prior to drilling or digging at the site.

5. Discovery of Pollution; Duty to Notify the State

If we observe a substance on the ground surface or in the subsurface, or within the groundwater, which in our professional opinion could potentially pollute surface waters or the groundwater, there is a legal obligation to notify the State of Minnesota Pollution Control Agency, in accordance with the provisions of Statute 115.061, "DUTY TO NOTIFY AND AVOID WATER POLLUTION." We will attempt to notify you, our Client, first to have you do the notification, but if you do not assure us that you will do so, or if we are unable to communicate with you, we will then be obligated to notify the State directly. It is our understanding that this notification must be "immediate," usually interpreted by the Agency to be within 24 hours. For projects in states other than Minnesota, that state's specific rules will apply. The requirements of these statutes supersede the usual practice of client confidentiality. Therefore, Client agrees to hold MAI harmless from any consequences arising from such notification.

6. Insurance

Millsop Associates, Inc. carries Standard Public Liability Insurance and Professional Liability Insurance as protection against most risks of liability exposure. We will furnish information and certificates for these insurances at the client's request. However, it is possible that professional liability and other insurance may not be available to us, or to any professional, to cover some work related to hazardous substances. We will not be responsible for any loss, damage, or liability beyond the amounts, limits, exclusions and conditions of our insurance. We will not be responsible for any loss, damage, or liability arising from the client's negligent acts, errors and omissions and those by the client's staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

7. Standard of Care

In accepting this agreement for consulting services, the client acknowledges the inherent risks associated with petroleum, hazardous constituents, radioactives, toxics, irritants, or otherwise dangerous substances or conditions, or pollutants, and with construction activities. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession currently practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered. We make no express or implied warranty beyond our commitment to conform to this standard.

8. Indemnification

The Client agrees to hold harmless, indemnify, and defend MAI and its officers, subsidiaries, affiliates and subcontractors 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 contaminants of any kind, except for such liability as may arise out of our sole gross negligence in the performance of services under this agreement.

9. Liability Limitation

Millsop Associates, Inc. has neither created nor contributed to the creation of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or conditions at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Accordingly, MAI's liability for all actions, omissions, or negligence, whether active or passive, shall not exceed \$15,000.

10. Disputes

Without limiting MAI's other rights and remedies, should Client default on its payment obligations to MAI and MAI retains legal counsel to collect its fees, then, in addition to the unpaid fee and interest, Client shall be liable to MAI for all collection expenses, including reasonable attorney's fees, disbursements, expert witness fees and all costs of court and litigation. All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be submitted to Alternative Dispute Resolution (ADR) before and as a condition precedent to other remedies provided by law. If a dispute arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then the claim will be brought and tried in the judicial jurisdiction of the court where our principal place of business is located and the client waives the right to remove the action to any other judicial jurisdiction, and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

11. Ownership of Documents

MAI will furnish two copies of each report to the Client as part of our services. The Client will be billed for additional copies. The Client acknowledges that all reports, plans, specifications, representations, data, notes, calculations, estimates and other documents we prepare are instruments of service and shall remain our property. Client agrees that all reports and other work furnished to Client or their agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. We will retain pertinent records relating to the services performed for a period of five (5) years following submission of the report.

12. Ownership of Samples

All test samples are and shall remain the property of Client and in no event shall MAI assume title to same. All remaining samples shall be disposed of in accordance with applicable law, unless Client requests in writing that MAI store them on Client's behalf. If MAI so agrees, Client shall pay MAI for this additional service.

13. Assigns

Neither the client nor MAI may delegate, assign, sublet or transfer its duties or interest in this agreement without the express written consent of the other party.

14. Termination

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, we shall be paid for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports, contemplated by the agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the service performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all our direct costs in completing such analyses, records and reports.

15. Payment of Invoices and Interest Charges

Invoices will be submitted once a month for services performed during the prior month. Payment is due upon presentation and is past due after thirty (30) days of receipt of the invoice, unless specifically arranged otherwise in writing. Failure to provide MAI with a clear written statement within fifteen (15) days of the invoice of a dispute shall constitute acceptance of an invoice as submitted. The Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, eighteen percent (18%) annually, on past due accounts. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which MAI is not involved, or upon the Client's successful completion of the project. The amount of any tax that may be imposed shall be additional compensation to the actual billings for service. The Client agrees to pay the full amount of billings plus the tax.

16. Lien Rights

MAI hereby gives notice that it retains the right to submit a lien against the subject property in the event of non-payment of invoices. The lien will be prepared and filed in accordance with pertinent laws of the state.

December 11, 2017

Mr. Paul Sandy, P.E.
City of Brainerd
501 Laurel Street
Brainerd, Minnesota 56401

MAI Project No. M-17-1139

RE: Contract Extension for Additional Remedial Investigation (RI) services at the Brainerd Foundry site in Brainerd, Minnesota (MPCA Leaksite #19896)

Dear Mr. Sandy:

During this phase of work, soil borings will be drilled off-site in the City Right-Of-Way (ROW) to further assess the petroleum impacts. The following sections provide a description of our proposed scope of services and a cost estimate.

SCOPE OF SERVICES

Our scope of services will include:

1. Drilling three push probes to about 30 feet below grade and collecting soil and groundwater samples. Public underground utilities would be cleared through Gopher State One Call.
2. Analyzing the water samples for volatile organic compounds (VOCs), lead, GRO and DRO, and the soil samples for lead, DRO, GRO, and PVOCs. Trip blanks will be collected for PVOCs and VOCs.
3. Coordinating and monitoring the drilling by our Master's level Geologist.
4. Preparing boring logs, tables and maps summarizing our additional work.

COST ESTIMATE

Based on the scope of services described above, our charges would be as follows:

Coordination, 1 day of drilling monitoring, travel, equipment, and client updates	\$ 1,070
Additional report preparation	\$ 1,000
Drilling (subcontract at cost)	\$ 1,480
Laboratory analyses (subcontract at cost)	\$ 1,140

TOTAL ESTIMATED COST: \$ 4,690

A Petrofund change order would be processed after the work is completed; bidding is not required by the Petrofund for this phase of work.

All of our proposed work will be billed monthly, as will any subsequent services that you authorize. The final charges for any further work due to changes in the original scope of work will be based on the scope of services performed, extended at the appropriate unit prices on the attached Fee Schedule.

During the course of this work, we will be responsible for the safety of our personnel only. Our on-site staff will not enter confined spaces for this project and plans on using Level D PPE. There would be additional charges for upgrading to Level C PPE. Our estimate includes no allowance for client-directed drill rig standby or delay time. We plan to leave the soil cuttings on the site. Additional charges will be incurred to containerize cuttings for off-site disposal.

POSSIBLE EXTENDED SCOPE OF WORK AND COSTS

In the event that extensive petroleum product impacts are encountered, additional or deeper borings, additional or deeper monitoring wells, and additional analytical testing may be required. Also, drilling costs may increase from those proposed if drilling is difficult. If additional consulting services are required, they would be billed out at the same unit rates as used initially for the project.

If modification of the initial Scope of Work or additional on-site work is necessary, or if we must upgrade to Level C PPE, or if the MPCA requires additional work, we will contact you to discuss the modifications in the scope of services and the associated costs, and process a Change Order.

CONTRACT CONDITIONS

When our proposal is accepted, we ask that one copy be signed by an authorized representative of the party responsible for payment of these services. Then please return this copy to us as our authorization to proceed.

We have attached to this proposal a copy of our General Contract Conditions. The terms contained in the attached General Contract Conditions are incorporated herein and are an integral part of this contract for professional services. Acceptance of this proposal even by verbal authorization to proceed indicates that you understand and accept the terms and conditions contained in this contract, including the terms and conditions contained in the attached General Contract Conditions.

In contracting with you for these professional services, we cannot extend contractual privileges to any party or parties other than you. Our reports will be prepared for your exclusive use. The report may not be circulated, in whole or in part, to any other party, without our prior written permission. We agree, however, that the report may be conveyed to other parties to be read for informational purposes.

CLOSURE

If you have any questions, please contact me. We appreciate the opportunity to work with you on this project.

Sincerely,

MILLSOP ASSOCIATES, INC.



Mark D. Millsop, P.G.
Principal Hydrogeologist

Attachments: General Contract Conditions

ACCEPTED:

DATE _____

FIRM _____

AUTHORIZED
REPRESENTATIVE _____

(Please Print)

AUTHORIZED
SIGNATURE _____

TITLE _____

Millsop Associates, Inc.

GENERAL CONDITIONS FOR CONSULTING SERVICES

1. Scope of Services and Compensation

Millsop Associates, Inc. (MAI) shall perform the services defined in the proposal to which these General Conditions are attached, and any supplements agreed to by MAI and Client. These documents are collectively referred to as the contract documents. MAI shall invoice the Client for the services at the rates shown on the attached fee schedule. Any cost estimate to the Client as stated in the contract shall not be considered as binding, but only as an estimate, unless otherwise specifically stated in the proposal. MAI will provide additional services for additional charges under this contract as required to complete the assignment, and/or as authorized by the Client and requested by the Client. Client agrees that MAI may increase its billing rates on a yearly basis.

2. Reliance

Unless otherwise expressly agreed in writing by both Client and MAI, both agree that MAI's performance of its services and exercise of its care and skill is solely and exclusively for the benefit of Client and that no person or party other than Client shall be entitled to rely upon any documentation, representation, report, statement or service made or performed by MAI or upon any failure by MAI to make any representation or statement or provide any service, and that MAI makes no representations, warranties or promises to any person or party other than Client.

3. Client Knowledge and Right of Entry

The Client shall advise of or provide MAI all documents known to Client regarding existing or proposed site conditions and shall notify MAI of any changes Client becomes aware of. MAI will rely on such information, as acknowledged by Client. The Client will furnish right-of-entry on the land or site buildings for us to make the tests, surveys, explorations, or borings, unless otherwise agreed. We will take reasonable precautions to minimize damage to land and structures by field equipment, but have not included in our fee the cost for rectifying damages that may result from our operations. If we are required to restore any land to its former condition, the associated charges will be added to our fee.

4. Utilities/Subterranean Structures

MAI and our subcontractors will not be responsible for, and the Client agrees to hold us harmless and indemnify us for, any damages to subterranean structures or utilities which are not called to our attention, and the locations not shown to us, prior to drilling or digging at the site.

5. Discovery of Pollution; Duty to Notify the State

If we observe a substance on the ground surface or in the subsurface, or within the groundwater, which in our professional opinion could potentially pollute surface waters or the groundwater, there is a legal obligation to notify the State of Minnesota Pollution Control Agency, in accordance with the provisions of Statute 115.061, "DUTY TO NOTIFY AND AVOID WATER POLLUTION." We will attempt to notify you, our Client, first to have you do the notification, but if you do not assure us that you will do so, or if we are unable to communicate with you, we will then be obligated to notify the State directly. It is our understanding that this notification must be "immediate," usually interpreted by the Agency to be within 24 hours. For projects in states other than Minnesota, that state's specific rules will apply. The requirements of these statutes supersede the usual practice of client confidentiality. Therefore, Client agrees to hold MAI harmless from any consequences arising from such notification.

6. Insurance

Millsop Associates, Inc. carries Standard Public Liability Insurance and Professional Liability Insurance as protection against most risks of liability exposure. We will furnish information and certificates for these insurances at the client's request. However, it is possible that professional liability and other insurance may not be available to us, or to any professional, to cover some work related to hazardous substances. We will not be responsible for any loss, damage, or liability beyond the amounts, limits, exclusions and conditions of our insurance. We will not be responsible for any loss, damage, or liability arising from the client's negligent acts, errors and omissions and those by the client's staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

7. Standard of Care

In accepting this agreement for consulting services, the client acknowledges the inherent risks associated with petroleum, hazardous constituents, radioactives, toxics, irritants, or otherwise dangerous substances or conditions, or pollutants, and with construction activities. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession currently practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered. We make no express or implied warranty beyond our commitment to conform to this standard.

8. Indemnification

The Client agrees to hold harmless, indemnify, and defend MAI and its officers, subsidiaries, affiliates and subcontractors 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 contaminants of any kind, except for such liability as may arise out of our sole gross negligence in the performance of services under this agreement.

9. Liability Limitation

Millstop Associates, Inc. has neither created nor contributed to the creation of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or conditions at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Accordingly, MAI's liability for all actions, omissions, or negligence, whether active or passive, shall not exceed \$15,000.

10. Disputes

Without limiting MAI's other rights and remedies, should Client default on its payment obligations to MAI and MAI retains legal counsel to collect its fees, then, in addition to the unpaid fee and interest, Client shall be liable to MAI for all collection expenses, including reasonable attorney's fees, disbursements, expert witness fees and all costs of court and litigation. All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be submitted to Alternative Dispute Resolution (ADR) before and as a condition precedent to other remedies provided by law. If a dispute arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then the claim will be brought and tried in the judicial jurisdiction of the court where our principal place of business is located and the client waives the right to remove the action to any other judicial jurisdiction, and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

11. Ownership of Documents

MAI will furnish two copies of each report to the Client as part of our services. The Client will be billed for additional copies. The Client acknowledges that all reports, plans, specifications, representations, data, notes, calculations, estimates and other documents we prepare are instruments of service and shall remain our property. Client agrees that all reports and other work furnished to Client or their agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. We will retain pertinent records relating to the services performed for a period of five (5) years following submission of the report.

12. Ownership of Samples

All test samples are and shall remain the property of Client and in no event shall MAI assume title to same. All remaining samples shall be disposed of in accordance with applicable law, unless Client requests in writing that MAI store them on Client's behalf. If MAI so agrees, Client shall pay MAI for this additional service.

13. Assigns

Neither the client nor MAI may delegate, assign, sublet or transfer its duties or interest in this agreement without the express written consent of the other party.

14. Termination

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, we shall be paid for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports, contemplated by the agreement, we may complete such analyses and records as are necessary to complete our files and may also complete a report on the service performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all our direct costs in completing such analyses, records and reports.

15. Payment of Invoices and Interest Charges

Invoices will be submitted once a month for services performed during the prior month. Payment is due upon presentation and is past due after thirty (30) days of receipt of the invoice, unless specifically arranged otherwise in writing. Failure to provide MAI with a clear written statement within fifteen (15) days of the invoice of a dispute shall constitute acceptance of an invoice as submitted. The Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, eighteen percent (18%) annually, on past due accounts. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which MAI is not involved, or upon the Client's successful completion of the project. The amount of any tax that may be imposed shall be additional compensation to the actual billings for service. The Client agrees to pay the full amount of billings plus the tax.

16. Lien Rights

MAI hereby gives notice that it retains the right to submit a lien against the subject property in the event of non-payment of invoices. The lien will be prepared and filed in accordance with pertinent laws of the state.



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: Transit Operations and Transit Advisory Committee Membership

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering
Presenter (Name & Title): Paul Sandy, City Engineer	Estimated Time Needed: 10 Minutes
Summary of Issue: At the scheduled Transit Advisory Committee Meeting, there were numerous action items pertaining to the transit operations as they currently stand, the County request to delegate authority of the transit system to the City of Brainerd, and a change to Transit Advisory Committee membership.	
Alternatives, Options, Effects on Others/Comments: Much of this discussion has stemmed from the transit department need to expand services past the geopolitical boundaries of the county into Cass County and other places such as Pillager. Much of the states long range transit plans revolve around transit systems expanding services into more regional systems encompassing large areas that make business sense to expand to. The County has expressed interest at previous County and City TAC meetings that their want to disband their TAC and delegate the authority of running the transit operations to the City of Brainerd within the County, much like other agreements we have in place with the City of Baxter and Pine River. During the meeting, the Transit Advisory Committee unanimously voted to continue county operations and direct staff and the attorney to begin writing a delegation agreement in which delegates the authority for the City of Brainerd to provide transit services for Crow Wing County. The TAC also voted unanimously on a committee change consisting of what is seen in the attachment in this request. That being the committee will comprise of 7 members consisting of a council liason and committee members meeting the criteria of being a resident of Brainerd or having an ownership interest in a City of Brainerd business and up to two members being non-City of Brainerd residents, but living in the service area of the transit system.	
Recommended Action/Motion: Staff recommends 3 separate motions: 1. Concur with the Transit Advisory Committees recommendation directing staff to develop a plan for providing county service at no financial impact to the City and the same visa-versa pertaining to cost impacts to Crow Wing County. 2. Direct staff to work with the City Attorney and Crow Wing County Attorney to draft a delegation agreement delegating the authority to provide transit in Crow Wing County to the City of Brainerd. 3. Adopt the change to the Transit Advisory Committee membership as seen in the revised committee membership qualifications.	
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>	

Memo

To: Paul Sandy, City Engineer
From: Andy Stone, Transit Coordinator
Date: December 13, 2017
Re: Transportation Advisory Committee Action Items

On December 11, 2017 the City Transportation Advisory Committee met and the following agenda action items are presented to Brainerd City Council for approval.

Agenda item 4. Future Transit Operations:

Motion by Koep second by Hilgart to grant staff permission to plan for public transit services outside of Brainerd corporate city limits, but with no cost to city residents. The local share responsibility for these services shall be covered by those service fares and other funding agreements. Motion passed.

Motion by Czczok second by Parks to direct staff to draft delegation agreement with Crow Wing County. Staff note: The County desires to continue transit services within the county, yet delegate all operations to the City so they are not a geopolitical roadblock to a regional system. Motion passed.

Agenda item 6. Advisory Committee Membership and Qualifications:

Motion by Czczok second by Hilgart to modify and adopt the TAC membership description and qualifications as attached. Staff note: The biggest change is expanding membership to include up to two members who are outside of Brainerd corporate city limits, but reside within transit serviced areas. Motion passed.

Staff recommends support of these items.

CITY OF BRAINERD

DESCRIPTION OF ADVISORY COMMITTEE RESPONSIBILITIES

* * *Transportation Advisory Committee* * *

Origin of Authority: Requirement of MN DOT for Cities with Bus Service

Purpose: To monitor and to advise changes to the operations of the City's intra- and inter-city bus service, to make recommendations to the City Council and/or other decision-making bodies regarding changes to enhance and improve the service to its riders.

Length of Term: Term length is a two year commitment.

Committee Membership: Committee comprised of seven members; three of whom are to be appointed or reappointed every other year, and a City Council Liaison. Two of the seven members may reside outside of the city, but must live in an area served by transit. Active Council members may sit in unfilled positions until filled. The Mayor recommends nominations to be approved by the City Council.

Compensation: Volunteer

Meeting Dates and Times: Quarterly in February, May, August and November; Committee to determine day of week and time of day.

Qualifications to Serve:

- a.) Be a resident of the City of Brainerd,
- b.) or have an ownership interest in a business or other property within the City of Brainerd,
- c.) or reside outside of the City of Brainerd, but within the service area of the system.

*Note for all qualifications: Preference will be given to candidates that advocate for the Ohlmstead Act.

12/11/17

Transit Coordinator



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: WBCC Tier 1 Recommendations FY 2018 - 2020 Funding Opportunities

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☒ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering/Planning
Presenter (Name & Title): Paul Sandy/Mark Ostgarden	Estimated Time Needed: 10 Minutes
Summary of Issue: At request of the Council, staff has reviewed the Tier 1 and 1B recommendations by the WBCC from the Non-Motorized Transportation plan and have reviewed alignment to street projects and other funding opportunities available.	
Alternatives, Options, Effects on Others/Comments: See the attached memo.	
Recommended Action/Motion: Discussion item.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



MEMO

TO: Safety and Public Works Committee

FROM: Paul Sandy, City Engineer

DATE: December 11, 2017

SUBJECT: WBCC Tier 1 Recommendations and Capital Improvement Plan Incorporation

At the request of the Safety and Public Works Committee and City Council and the recommendation of the City's Walkable Bikeable City Committee (WBCC), staff has analyzed the information presented to the Council on April 17, 2017 and would like to provide the Committee and Council with some information regarding the plan and how it can fit into the Capital Improvement Program (CIP) FY 2018 – 2020.

As you may recall, the WBCC presented their Tier 1 and Tier 1B recommendations to the Council in April of 2017 which gives what the committee believes are the most current needs via the Non-Motorized Transportation Plan (NMTP). The attachment to this memo provides an overview of the recommendations presented to the Council by the WBCC back in April.

I will step through each of the categories as presented in the attachment and also some information regarding funding sources that may be helpful in allowing the Committee and Council to make informed decisions on when to program certain NMTP needs.

Priority 1 Crosswalks

The WBCC provided for two locations in which they identified as needs for pedestrian activated crosswalk flashers, much like the ones you see on College Drive. The locations are Mill Avenue and H Street intersection and SW 4th and Laurel Street intersection. Staffs recommended action with these two items would be to:

1. Identify the need for the flasher at Mill Avenue and H Street and possibly incorporate in the Garfield Safe Routes to School Phase II and Phase III project with federal funds (20% local match). If federal funding for the flasher is not approved, the flasher may be able to be incorporated on the H Street reconstruction currently slated for 2019 in conjunction with the federal funded sidewalk project and paid for with State Aid Funds.
2. Identify which legs of the intersection the flasher(s) are needed at SW 4th and Laurel Street. Possibility of incorporating with the project in the Tier 1B WBCC Sidewalk

Recommendation for SW 4th Street. The portion of sidewalk on SW 4th Street may be able to be reimbursed with State Aid funds, as SW 4th is a designated State Aid route.

Priority 1 Sidewalks

As you can see from the attachment, there are three separate areas where sidewalks are identified by the WBCC as priority 1, then being 1st Avenue NE from G Street to H Street, H Street from 1st Avenue NE to 3rd Avenue NE, and Quince Street from S 8th Street to SE 13th Street. All three of these segments of sidewalk identified are on State Aid Routes. Staff has reviewed how they fit into the 2018 – 2020 capital program and recommends the following:

1. A current State Aid Project on H Street from Mill Avenue to 13th Avenue NE is slated for construction in 2019 in conjunction with the federal Garfield Safe Routes to School Projects. Staff recommends staff include the 2-block segment of sidewalk on H Street and the 1 block segment on 1st Avenue NE with the State Aid reconstruction of H Street.
2. If the council sees fit, direct staff to begin project development of a sidewalk on Quince Street from S 8th Street to SE 13th Street. While 2018 and 2019 construction is pretty well booked from a staff level, there may be an opportunity to plan for the project in 2020 if survey can take place in summer/fall of 2018. Quince Street is a State Aid Route, and if the council deems fit, State Aid funds may be expended to construct standalone sidewalk projects on State Aid routes.

Priority 1 Sidewalks – Safe Routes to School

As the Council and Committee are aware, scheduled construction of all the projects listed in the attachment under Safe Routes to School are planned for 2019 construction using 80% federal money and 20% local match. The City is responsible for cost of project development and construction engineering, in which it has hired Short Elliot Hendrickson to perform both preliminary and construction engineering services.

Priority 1 Transportation Alternatives Sidewalks

As the Council and Committee are aware from previous meetings, scheduled construction for the federally funded sidewalk extension on South 6th Street is in 2022. MnDOT has offered to design and construct the sidewalks as part of their reconstruction of South 6th Street from Joseph Street to Greenwood Street at no cost to the City (MnDOT will cover 20% construction match along with engineering expenses).

Priority 1 Bike Lanes

The WBCC is recommending striping bike lanes on Willow Street and the Willow Street Extension to College Drive. The current 5-Year Capital Improvement Plan has the Willow Street Extension programmed for a mill/overlay in 2019 to cure defects we are currently seeing in the seams of the pavement. While this is a very minor project, staff anticipates it is in the City's best interest to wait to stripe the bike lanes until the pavement is resurfaced (possibly 2019).

Priority 1B Multi-Use Trail

The WBCC has recommended a multi-use trail on SE 13th Street from Highway 210 to Thiesse Road as Tier 1B. This is a recommendation from the WBCC for 2018-2020 construction. If the council desires this to be constructed, staff must engage in serious conversations with Crow

Wing County about a multi-use trail in the ROW of CSAH 45 and must explore funding opportunities. Some funding opportunities may be to use State Aid monies allocated to the City and use them on the County State Aid Highway as per Minnesota Rule 8820.1500 Subpart 12.

Priority 1B Sidewalk

The WBCC has recommended the inclusion of Sidewalk on SW 4th Street, May Street, and SW 6th Street. There is an opportunity to use State Aid funds on a portion of the sidewalk on SW 4th Street, as this is a designated Municipal State Aid Route. However, the rest of the sidewalks as recommended by the WBCC would need other funding opportunities as they are all on local routes.

In conclusion, in many ways, the WBCC NMTP priorities for Tier 1 and Tier 1B line up very nicely with a lot of street projects, and staff can work to incorporate the Tier 1 crosswalks, sidewalks, and bike lanes into current projects and funding sources. Staff is looking for direction from the Committee and Council on which projects to pursue and which projects to begin programming and starting conversations with Crow Wing County for the possibility of items within CSAH right-of-way and exploring funding/grant opportunities.

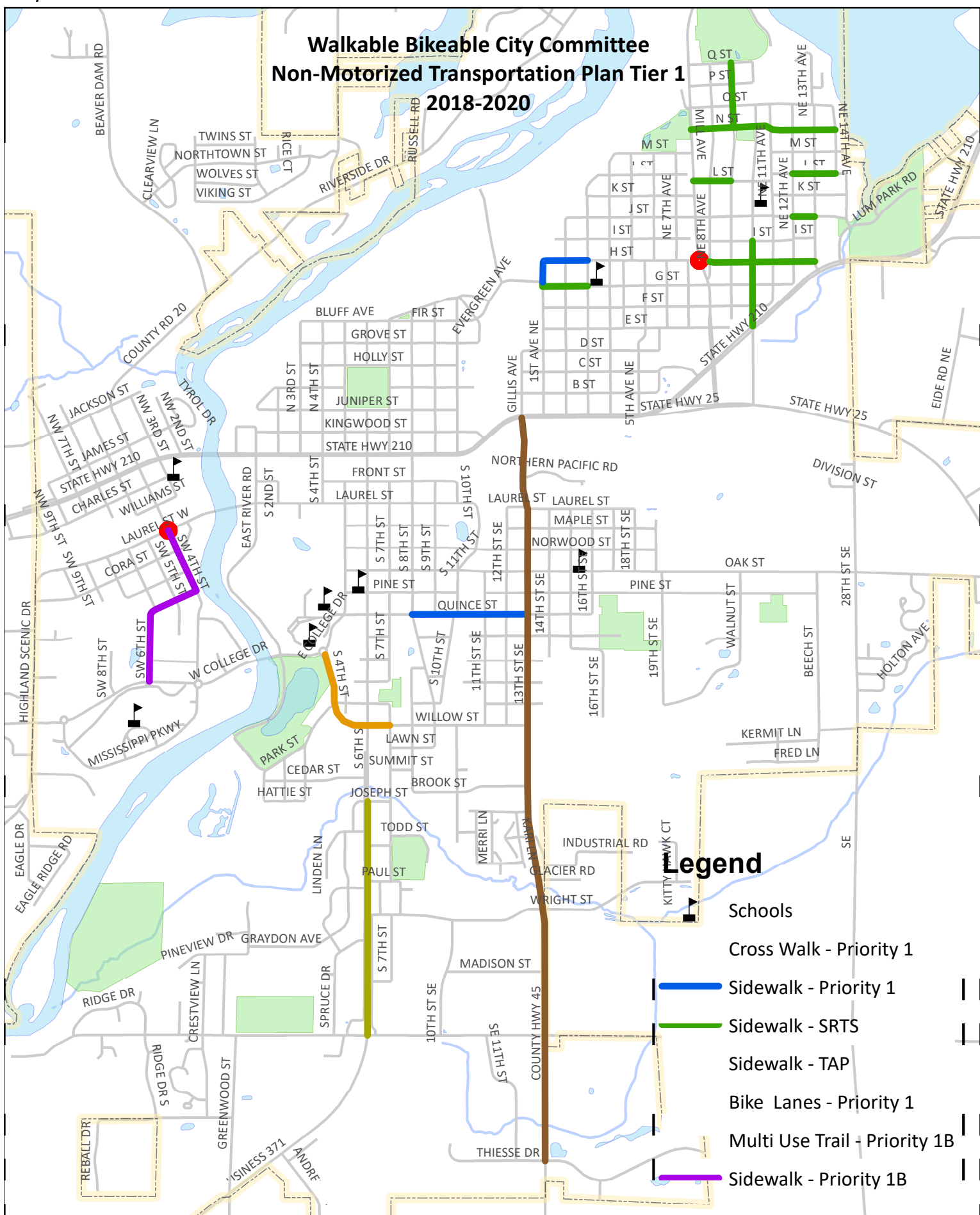
Walkable Bikeable City Committee Non-Motorized Transportation Plan Tier 1 2018-2020 Recommendations

April 17, 2017 City Council Meeting

CROSS WALKS – PRIORITY 1 WBCC RECOMMENDATIONS		
Locations:	Square feet	Cost
Mill Ave and H St NE w/activator flasher		\$25,000
SW 4th St and Laurel St w/activator flasher		\$25,000
TOTAL		\$50,000
SIDEWALK – PRIORITY 1 WBCC RECOMMENDATIONS		
Locations:	Square feet	Cost
1st Ave NE from G St to H St	2,000	\$48,000
H St from 1st Ave NE to 3rd Ave NE	3,400	\$82,000
Quince St from S 8th St to 13th St SE	8,850	\$213,000
SUBTOTAL		\$343,000
SIDEWALK – SAFE ROUTES TO SCHOOL		
Locations:	Square feet	Cost
<u>G St between 1st Ave NE and 3rd Ave NE</u>	<u>3,600</u>	<u>\$90,000</u>
<u>H St from 8th Ave NE to 13th Ave NE</u>	<u>8,200</u>	<u>\$169,000</u>
<u>N St from 14th Ave NE to Mill Ave</u>	<u>12,175</u>	<u>\$243,000</u>
<u>10TH Ave NE from Washington St to I St</u>	<u>6,400</u>	<u>\$168,000</u>
<u>9TH Ave NE from N Street to Q Street</u>	<u>5,000</u>	<u>\$122,000</u>
<u>1ST Ave NE from Evergreen Ave to H St</u>	<u>450</u>	<u>\$14,000</u>
<u>L St from Mill Ave to 9th Ave NE and 12th Ave NE to 14th Ave NE</u>	<u>6,425</u>	<u>\$136,000</u>
<u>J St from 12th Ave NE to 13th Ave NE</u>	<u>1,675</u>	<u>40,000</u>
SUBTOTAL		<u>\$982,000</u>

SIDEWALK - TAP		
Locations:	Square feet	Cost
<u>S. 6th Street from Joseph Street to CR 117</u>	<u>24,000</u>	<u>\$547,000</u>
SUBTOTAL		<u>\$547,000</u>
TOTAL		<u>\$2,225,000</u>
Note: Underlined projects are federally funded TAP and Safe Routes to School projects that the City of Brainerd has been awarded and currently programmed for the 2019 construction season. All totals above include construction and engineering estimates. Grant money awarded from the federal government includes a 20% cost share of construction costs by the local agency and an 80% share being paid by the federal grant. Engineering costs are not eligible for federal fund reimbursement. City of Brainerd costs are anticipated to be \$442,000 of the underlined total above of \$1,529,000		
BIKE LANES – PRIORITY 1 WBCC RECOMMENDATIONS		
Locations:	Square feet	Cost
Willow St (5th St) from College Drive to 13 th St SE	N/A	\$5,000
MULTI USE TRAIL – PRIORITY 1B WBCC RECOMMENDATIONS		
Locations:	Square feet	Cost
13 TH St SE from Hwy 210 to Thiesse Drive	105,510	\$1,020,000
TOTAL		\$1,020,000
SIDEWALK – PRIORITY 1B WBCC RECOMMENDATIONS		
Locations:	Square feet	Cost
SW 4 th Street from Laurel to May, May from SW 4 th to SW 6 th , and SW 6 th from May to College Drive	14,710	\$353,000
TOTAL		\$353,000

Walkable Bikeable City Committee **Non-Motorized Transportation Plan Tier 1** **2018-2020**



0 1,250 2,500 5,000
Feet

This map is intended for reference purposes only and is not a legally recorded map nor survey. The City of Brainerd shall not be liable for any damages or claims that arise due to accuracy, availability, use, or misuse of the information herein pursuant to MN Statutes 466.03 Subd 21.



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

December 18, 2017
City Hall Conference Room
6:45 PM

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

Fire to Fire Capital Fund per FAB Agreement \$89,793

<u>Contractor</u>	<u>IMP#</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Amount Retained</u>
Bolton & Menk	16-14	Traffic Study – FINAL	\$9,311	\$0
Tom's Backhoe	14-15	Airport Util Ext thru 12/12	\$71,761	\$2,219

2. Memorial Park Field 3 Lighting
3. Police Department Community Service Officer Resignation
4. 2018 Brainerd Area Taxi License Renewal
5. Resignation of Paid On Call Firefighter Anderson
6. Full Time Employees Hired as Paid On-Call Firefighters
7. Compensation Study Update

Adjourn by 7:15 p.m. for a Presentation from Mike Angland, Architect at Widseth Smith Nolting



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: Memorial Park Field 3 Lighting

☐ 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: Tony Sailer	Department: Parks and Recreation
Presenter (Name & Title): Tony Sailer, Director	Estimated Time Needed: 5 minutes
Summary of Issue: Through the NJPA bidding process, staff has received a quote from Musco Lighting for the Memorial Park Field 3 lighting proposal. The quote is \$126,467 and includes re-adjusting the lights on Fields 1 & 2. At the December 4th meeting, the Council discussed bonding for \$121,000 and using \$7,000 from the advertising banner sales but wanted a firm quote for the project. See attached for further information.	
Alternatives, Options, Effects on Others/Comments: 1. If approved, the poles, lights, etc., would be installed this winter with electrical work done in the spring. 2. Currently, there is \$12,736 in the on-going advertising banner sales fund. Remaining and future sales revenue can be used for other adult softball related projects/improvements at Memorial and Mill Avenue parks.	
Recommended Action/Motion: Staff recommends accepting the Musco Lighting quote and using the sale of bonds and advertising banner sales to fund the project.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>\$126,467</u> <i>Is this budgeted?</i> ☐ Yes ☒ No Needs Council approval. <i>Please Explain:</i>	

To: City Council
Mayor Ed Menk
City Administrator Jim Thoreen
Finance Director Connie Hillman
From: Tony Sailer, Parks and Recreation Director
RE: Memorial Park Field 3 lighting
Date: December 12, 2017

The Parks and Recreation Department has received a quote from Musco Lighting regarding the proposed bonding for lights on Field 3 at Memorial Park. The quote is through the NJPA.

Total quote for the project is \$126,467 (see attached). There is a 10-year warranty on parts, two years on lamps and two years on labor.

At the Dec. 4 meeting, the City Council considered bonding for \$121,000 and using \$7,000 from the banner advertising program, which was set up for improvements at the Memorial Park softball fields.

At the Personnel and Finance Committee meeting, I was asked how many softball teams participate. Off the top of my head I said about 80 teams play in the summer. I misspoke. In 2017, there were 56 softball teams playing in the summer and 22 in the fall (a total of 78). There were 12 kickball teams playing in the fall as well (please note that in 2013-2015 kickball had two leagues playing on two nights so more teams participated).

In 2017 staff turned away teams in three of the softball leagues - MS2 and Co-Rec 2 in the summer, and the men's league in the fall. There were additional kickball teams that wished to play but were turned down since the league schedules had already been finished, distributed and league play was set to commence.

Staff believes that adding lights on Field 3 would result in more revenue since more teams could play.

To determine how an expanded league would be scheduled with three lit fields, staff recently set up a 14-team format. Even with two additional teams in a league no game would start after 9 p.m. (see attached).

Memorial Park Field 3 Lighting Budget

Musco Light Green System	\$68,791
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(Pre-stressed concrete base,
6 Galvanized steel poles, electrical
enclosure, pole top luminaire
assembly, pole wire harness,
1500 watt metal halide lighting)

Installation of poles & re-aiming lights on Fields 1 & 2	\$36,611
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(includes auguring holes,
installation of concrete bases,
mounting lighting equipment,
setting poles, final aiming of lights)

Electrical	\$21,065
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(Underground wiring,
electrical panels, etc.)

Total:	\$126,467
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ADULT TEAMS 2013-2017

LEAGUE	2013	2014	2015	2016	2017
MS1	11	10	12	11	10
MS2	13	12	12	12	12
WS1	6	6	5	5	4
WS2	7	7	7	8	8
CO-REC 1	11	10	11	7	5
CO-REC 2	13	12	12	14	12
MASTERS	5	5	5	5	5
FALL CO-REC	5	8	9	6	7
FALL MEN'S	N/A	N/A	13	16	15
KICKBALL	16	15	18	12	12
TOTAL	87	85	104	96	90

14-Team League Example

Week:1

Location: Memorial Field 1

	Visitor		Home
6:00 p.m.	4	vs.	5
7:00 p.m.	5	vs.	6
8:00 p.m.	2	vs.	4
9:00 p.m.	6	vs.	3

Location: Memorial Field 2

	Visitor		Home
6:00 p.m.	7	vs.	9
7:00 p.m.	8	vs.	7
8:00 p.m.	9	vs.	10
9:00 p.m.	10	vs.	8

Location: Mill Ave. Field 6

	Visitor		Home
6:00 p.m.	1	vs.	2
7:00 p.m.	3	vs.	1

Location: Memorial Field 3

	Visitor		Home
6:00 p.m.	11	vs.	12
7:00 p.m.	13	vs.	11
8:00 p.m.	12	vs.	14
9:00 p.m.	14	vs.	13



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: December 18th, 2017

Title of Item: Community Service Officer Resignation

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: CHIEF MCQUISTON	Department: POLICE
Presenter (Name & Title):	Estimated Time Needed: 2 MINUTES
Summary of Issue: CSO Devan Liebeg has submitted his letter of resignation, effective December 22, 2017. We had expected this and it was part of the discussion at the P & F Meeting on December 4th when we requested and received authorization to hire two CSOs at that time. We are in the process of reviewing applications and we anticipate having the name(s) for Council approval at the December 22nd meeting.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Accept with regret the resignation of Community Service Officer Devan Liebeg effective December 22, 2017. Approve hiring two Community Service Officers effective December 19th or as soon as possible thereafter. Names to be provided at the meeting.	
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> CSO positions are part-time and the budgeting is based on hours, not positions which is covered in the department's current budget.	

11/15/2017

To, Chief MQuiston

I would like to thank you for the opportunity you gave me to work with this incredible group of people. Although, I will be resigning on 12/22/2017, to attend school at Saint John's University. Again, thank you for this opportunity you have given me. The amount of knowledge I have acquired and new found friendships I have received is absolutely priceless. Thank you so much, Chief.

Sincerely,

Devan Liebeg



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: Brainerd Area Taxi 2018 License Renewal

☐ 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: Corky McQuiston/Connie Hillman	Department: Police/Finance
Presenter (Name & Title): Police Chief/Finance Director	Estimated Time Needed: 5 Minutes
Summary of Issue: The license to operate a taxi service in the City of Brainerd is to be renewed every January 1st. A memo was sent to Mr. Hoskins (owner of Brainerd Area Taxi) on October 4, 2017 containing information of what needed to be completed and turned into the City no later than Friday, November 3rd in order to be considered for approval by the City Council on December 18, 2017. Renewal of a taxicab license includes inspection of all taxicabs by the Police Department or DOT as well as a background check. Mr. Hoskins did not turn in his application for renewal until Tuesday, December 12th, despite multiple (4) attempts to reach Mr. Hoskins via unreturned phone calls and e-mails.	
Alternatives, Options, Effects on Others/Comments: When Mr. Hoskins turned in the renewal application he indicated that he is no longer doing DOT inspections for his taxicabs, therefore all of the taxicabs (3) need to be inspected by the police department. This situation puts the City in difficult position as lining up the inspections and the background check could not be completed prior to the December 18th meeting and will be difficult to complete by the end of the year since it is generally a busier time of year for the police department. Staff will try their best to complete the renewal process however, they may not be able to, nor do we want to set a precedence in which any resident turns in an application late with the expectation of no consequences (i.e. lapse in license).	
Recommended Action/Motion: Approve the 2018 taxicab license for Brainerd Area Taxi contingent upon successful completion of all requirements and give direction to staff on handling late applications.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>Unknown</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Staff time is budgeted and some overtime if necessary.</i> <u>Please Explain:</u>	



Brainerd City Council Agenda Request

Requested Meeting Date: December 18th, 2017

Title of Item: Resignation of Paid on Call Firefighter Anderson

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Fire Chief Tim Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Tim Holmes	Estimated Time Needed: 5 minutes
Summary of Issue: Paid on Call Firefighter Anderson submitted a letter of resignation on December 6th, 2017. The effective date is December 19th, 2017. Anderson has been on the fire department since 1996. Anderson finishes his career with the department as a Battalion Chief.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Accept, with regret, the resignation of Bob Anderson from the Brainerd Fire Department effective December 19th, 2017.	
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>	

December 6, 2017

BRAINERD FIRE DEPARTMENT

DEC 06 2017

RECEIVED

Chief Tim Holmes
Brainerd Fire Department
23 Laurel Street
Brainerd, MN 56401

Chief Holmes,

The time has come. Please accept this as notice that I am going to retire from the Brainerd Fire Department two weeks from this date, effective December 19, 2017.

Being part of the Brainerd Fire Department has been one of the greatest experiences of my life. It has allowed me to serve with some of the best people that I never would have met otherwise.

I leave holding the Department in my highest regards with all past and present members. I look forward to always supporting the Department as a Volunteer and Retiree.

Thank you very much Brainerd!

Sincerely,

A handwritten signature in cursive script that reads "Robert Anderson".

Robert Anderson
Battalion Chief 3
Brainerd Fire Department
23 Laurel Street
Brainerd, MN 56401



Brainerd City Council Agenda Request

Requested Meeting Date: December 18th, 2017

Title of Item: Full-time Employees Hired as Paid On-Call Firefighters

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Fire Chief Tim Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Tim Holmes	Estimated Time Needed: 15 minutes
Summary of Issue: Hiring of a paid on call firefighter that is currently a full-time employee of the police department.	
Alternatives, Options, Effects on Others/Comments: See attached memo.	
Recommended Action/Motion: Authorize Fire Chief Holmes to move forward with the hiring of a paid on call firefighter that is already a full-time employee of the police department and to authorize him to draft a proposed policy and MOA with the employee and his union.	
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>	

memo

Brainerd Fire Department

To: Brainerd City Council
From: Tim Holmes
CC: file
Date: 12/13/2017
Re: Full-time Employees Hired as Paid On-Call Firefighters

In early 2016, the Fire Department completed testing and interviews for a Paid-On Call Firefighter (POC) hiring list. From this, one of the higher ranked candidates happened to be a current City of Brainerd full-time employee in a different department.

We do not have an existing policy or guidelines for the hiring of a current full-time employee and also in a POC position; and, as such, I didn't pursue the hiring due to time constraints and the pressing need to add POC staff at the time.

A year has passed, and I have been working with HR Coordinator Kris Schubert and Christian Shafer from the City Attorney's Office on the issues related to hiring a full-time employee in another department to work as a POC.

Attorney Shafer outlined some benefits and potential concerns listed below from his email on 10/12/2017.

As we have discussed, there are benefits and potential concerns to allowing current City employees to also serve as volunteer/paid on-call firefighters. The most significant benefit is that the City has access to its employees during the work day. At least during work hours, therefore, it will be easier to locate a City employee for firefighter work. The City also is able to utilize the benefits of any training (such as law enforcement training) that its employees have received through their employment with the City.

The potential concerns are primarily logistical. Most significantly, the City needs to determine how overtime is calculated if the employee's total work hours trigger overtime payments as required by federal law (hours may need to be combined for both positions). The City is able to negotiate the rate of overtime pay with the

employee. However, if the employee is in a union, the union may be able to argue that negotiations with the individual employee are an unfair labor practice. To avoid this argument, the City would need contractual language with the unions setting the overtime rate for any employee who also serves as a POC.

Along similar lines, the City would need to be very careful in determining service credits in the Relief Association and PERA. Firefighters cannot receive PERA and Relief Association credit for the same activity.

The second major concern is whether City employees will be excused from their primary job duties to respond to fire calls. As I mentioned on the phone, in the ordinary course of business, the City should not permit its employees to leave work (while getting paid) to perform firefighter duties. If the employee wishes to use vacation time or PTO, that could be acceptable. It would be a bad situation, however, if other essential City work was not being completed because an employee left work to perform firefighter duties that another firefighter could have accomplished.

Allowing an employee to serve as a paid-on-call firefighter could also raise the appearance of favoritism. If, for example, an employee/firefighter responds to more calls than a non-employee firefighter, or otherwise has benefits that exceed those received by non-employee firefighters.

I feel that it is very easy to address most of Attorney Shafer's above-listed concerns and feel the benefits will far outweigh the negatives in the long run. To address some of the concerns, I have met with HR Coordinator Schubert and Finance Director Hillman. We discussed the process for calculating any potential overtime and FLSA issues.

I would like to address some of the concerns that Attorney Shafer listed and offer my solution to each.

First, if the employee was working in their full-time position, they would not respond as a POC unless they were allowed to use their vacation, comp-time, etc.

To address some of the logistical concerns, as mentioned, I have met with HR Coordinator Schubert and Finance Director Hillman and have solutions to handle the overtime issues. If the hiring of full-time employees for POC positions were approved by the Council, I propose that our City Attorney's Office draft a Memorandum of Agreement (MOA) with the employee and their union that would have them agreeing to the overtime rate of the fire department when working as a POC. This would also make it easier when figuring payroll and FLSA. This is allowed by federal law provided the employee agrees with the employer, in advance, to be paid overtime for the type of work that is performed during the overtime hours.

If a union would not agree to the MOU and the individual is employed, we would need to utilize a weighted average formula to determine the overtime rate taking both their full-time and POC pay and hours into consideration. At this time, we are not interested in the weighted average calculation and we would not hire someone from that union. Basically, we feel if the agreement cannot be reached, the difference could cause an

internal equity issue as employees should receive similar pay for performing the same job.

In my opinion, the issue of favoritism is a moot point. The employee would not be responding to any more calls as a POC than another POC. They also would receive no favoritism in the hiring process/selection as there were no restrictions regarding who could apply to be a POC at the time of testing or interviews.

The biggest concern is in the processing of payroll; and, I feel after meeting with HR Coordinator Schubert and Finance Director Hillman, these issues can be overcome. The other issue of overtime can be overcome with an MOA with the employee and their union. They can also be minimized by our new pay schedule that was adopted in March of 2017.

I would also recommend that it be clarified with the employee by supervisors from both departments that this secondary POC employment arrangement would be for a one-year trial basis. This trial basis would allow supervisors to discuss expectations for both positions and to monitor that the POC position would not negatively impact their full-time employment performance.

I feel the benefits far outweigh the negatives when hiring a full-time city employee to a POC position. The employee is already known to the city and most likely the fire department. They know the city and the other firefighters and employees within the city. There will be a cost savings in the hiring process because it will not be necessary to perform another background investigation, psychological evaluation, and physical. The employee is already in all the systems for payroll, etc. The full-time employee I am interested in hiring also comes with very high recommendations from his supervisor.

At this time, I am requesting permission to draft a proposed policy and sample MOA that could be shared with the unions for their consideration. These documents will then be presented to the City Council for approval before we would continue in this process.



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: Compensation Study Update

☐ 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: HR Coordinator Kris Schubert	Department: Administration
Presenter (Name & Title): HR Coordinator Kris Schubert	Estimated Time Needed: 5 minutes
Summary of Issue: On September 5th, the City interviewed and selected DDA, Human Resources, Inc., to complete our Compensation and Classification Study. During our initial planning meeting with the consultant, Staff agreed to update all City and BPU job descriptions before proceeding with the study to help make sure she was comparing apples to apples for our external wage and benefit market study. At the time, approximately 50% of our job descriptions had not been updated for several years and some even since 1995. As we prepared for our Employee Kickoff meeting, it became apparent that many employees were leery about this study and voiced concerns about the lack of transparency and not being able to provide input when Springsted conducted our internal only study and updated our pay equity points in 2013. In an attempt to improve and streamline the current study, the Consultant offered to initiate an appeals process to give the employees an opportunity to discuss their concerns. Currently 20 employees have filed appeals and discussed their concerns with the consultant. We are hoping that all job descriptions will be finalized in January for Council and BPU Commission review and approval.	
Alternatives, Options, Effects on Others/Comments: We realize that updating the job descriptions and implementing the appeals process has slowed down the study and is outside of the scope of the initial project. With that said, our management team felt this will be very beneficial to the City and BPU in the long run not only to help with the study, but also having up-to-date job descriptions will help Staff during the stressful and limited time when backfilling a position. I am also struggling to create some of the job descriptions with modern language. I have asked the Consultant to assist and she has agreed. Attached is additional information from the consultant regarding this matter.	
Recommended Action/Motion: Motion to approve utilizing DDA to update job descriptions as needed.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ <u>unknown</u> Is this budgeted? ☐ Yes ☐ No See attachment from the consultant <u>Please Explain:</u>	



DDA

Human Resources, Inc.

a David Drown Associates Company

TO: BRAINERD CITY COUNCIL

FROM: TESSIA MELVIN, DDA MANAGEMENT CONSULTANT

CC: KRIS SCHUBERT, HUMAN RESOURCE COORDINATOR

SUBJECT: UPDATE ON CLASSIFICATION AND COMPENSATION STUDY

PROJECT UPDATE

We have begun the Classification and Compensation Study. As per the scope of the project, we held a Project Team meeting. Based on feedback from that meeting we added additional Department and Employee kick off meetings. These meetings were well attended. In addition to a presentation on the process, we collected feedback forms from the employees. Based on the feedback from employees and Department Heads, we have changed the scope of the project to allow appeal to current job descriptions. All employees received their current job description and an appeal form. The form must be approved by the employee, manager/supervisor and HR. I will be taking the forms and creating job re-writes.

The feedback forms allowed employees to express what they expect from the process, what went well the last time and things they would like changed from the last process. In general, employees are asking for a transparent process with communication updates.

The following items have been completed:

- Initial Project Team Meeting
- Department Head Kick Off Meeting
- Employee Kick Off Meetings
- Evaluation and feedback from employees

NEXT STEPS OF THE PROJECT

- Job Description Appeal Process
- City Council Approval on Job Descriptions
- City Council Approval on Benchmark Communities and Jobs
- Market Analysis
- Calibrate wage scale
- Evaluation of each Job Position
- Provide budget analysis
- Final report with recommendations and implementation

CHANGE OF SCOPE OF THE PROJECT

As we promised, we have customized this process to the needs of employees and the organization. Adding the on-site kick off meetings has added a level of transparency to this process. Feedback from Department Heads and employees have changed our scope of the project:

- We have added a Job Description Appeal process, which has resulted in conversations between employees and managers about their job. Having the employee make updates to better reflect their job helps improve transparency and assists in ensuring that our market analysis is a comparison of apples to apples. We have received 14 appeals to date.
- I have conducted interviews with employees and managers to discuss job duties and responsibilities.
- I have been asked to look three additional jobs and make some modifications to the template and combine responsibilities.

We are happy to work with the client to make updates as needed. With that said, we are requesting an additional amount to be added to the total of our work in the amount of \$200 per job description. To date it would be \$3,400.



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: Willow Street Signal Warrant Analysis Discussion

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Paul Sandy, City Engineer	Department: Engineering
Presenter (Name & Title): Paul Sandy, City Engineer	Estimated Time Needed: 10 Minutes
Summary of Issue: At the request of Council President Pritschet staff has provided information concerning the South 6th Street Willow Street Signal Warrant Analysis.	
Alternatives, Options, Effects on Others/Comments: See the attached memo for information.	
Recommended Action/Motion: Informational and discussion item.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



MEMO

TO: Safety and Public Works Committee

FROM: Paul Sandy, City Engineer

DATE: December 4, 2017

SUBJECT: Willow Street Signal Warrant Analysis and Other Pertinent Information

At the request of Council President Pritschet, staff has provided this information regarding the Willow Street signal warrant analysis. From previous discussions about this issue, it is apparent there is a public want for a signal at this intersection, as well as a desire to address the public's questions and concerns about the intersection. Staff has retrieved old files from the signal warrant analysis and will try to explain the subjective reasoning that takes place during a signal warrant analysis.

Minnesota Manual on Uniform Traffic Control Devices Signal Warrant Analysis and Guidance

Public agencies refer to the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) for all questions pertaining to permanent and temporary construction traffic control devices. The MMUTCD is a stem from the federal version of the Manual on Uniform Traffic Control Devices (MUTCD) and is used cross the country to provide uniform application of traffic control devices between states.

Chapter 4C of the MMUTCD is the section in which covers Traffic Control Signal Needs Studies, and lays out 8 specific signal warrants in which engineers use to determine, using subjective data, whether a signal is warranted at the intersection being analyzed. The MMUTCD has standards, support, guidance, and options outlined for each of the 8 warrants. I will cover each of the warrants in detail below.

It is important to note that MnDOT strictly follows these guidelines because as the guidance states; a traffic control signal should not be installed unless one or more of the factors described are met; a traffic control signal should not be installed unless and engineering study indicates that installing the signal will improve the overall safety and/or operation of the intersection; and, a traffic control signal should not be installed if it will seriously disrupt progressive traffic flow. It is also interesting to note, especially in this circumstance, that right-turning movements should not be taken into consideration in the minor-street volume if the movement enters the major

street with minimal conflict (this is considered a free-right). The approach should be evaluated as a one-lane approach with only the traffic volume in the through/left lane considered.

Warrant 1: 8-Hour Vehicular Volume

The 8-hour vehicular volume warrant has two specific conditions outlined in the MUUTCD, them being Condition A: Minimum Vehicular Volume and Condition B: Interruption of Continuous Traffic. Condition A is intended for application where large volumes of intersecting traffic is the principal reason to consider installing a traffic control signal. Condition B is intended for application at locations where Condition A is not met and where traffic volume on a major street is so heavy that traffic on the minor intersecting street suffers from excessive delays in entering or crossing the major street. If Condition A is met, then the warrant is satisfied as well as if Condition A is not met, but Condition B is, the warrant is still satisfied.

Raw traffic counts and turning movements were collected at the intersection during this warrant analysis process, and can be seen attached. As the memo from my predecessor Jeff Hulsether states, the right-turning movement in the eastbound Willow Street direction accounts for 92% of the traffic volumes and the westbound Willow Street direction right-turn accounts for 50% of the traffic volumes. The left and through movements are considered the conflicting movements, and therefore are the movements analyzed in warrant analyses. This accounts for 193 vehicle left/through movements in the eastbound direction and 450 vehicle left/through movements in the westbound direction in a 12-hour period. Both data points are not close to the to Condition A or B of Warrant 1, Condition A being 150 vehicles/hour and Warrant 2 being 75 vehicles/hour.

Warrant 2: 4-Hour Vehicular Volume

The 4-hour vehicular volume warrant specifies that for each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total both approaches) and the corresponding vehicles per hour on the higher volume minor-street approach all fall above the applicable curve found in the graphs in the manual for the existing combination of approach lanes. The referenced figure 4C-3 can be seen attached as the whole warrant analysis section of the MMUTCD is attached to this memo. In the warrant analysis performed during design, the Willow Street intersection did not meet this warrant for any hour of the 12-hour period analyzed.

Warrant 3: Peak Hour Volume

Warrant three is only applied in very unusual cases. Those cases being, but not limited to being close to large traffic generators such as office complexes, manufacturing plants, industrial complexes, or other high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time. The warrant is satisfied under the conditions such that for a minimum of one hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street. The very light left and through turning movements make for this warrant to not be met, as seen in the analysis provided by MnDOT. A good example of this type of intersection would be at the BNSF facility on Trunk Highway 210. However, this signal may no longer be warranted at this intersection due to the reduction of employees at this facility, and talks have surrounded the possible moving the signal to 5th Avenue NE where vehicles enter and exit the mall property.

Warrant 4: Pedestrian Volume

Warrant four is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street. The criteria are that for any four-hours of an average day, the plotted points representing the vehicles per hour on the major street (both approaches) and the corresponding pedestrians per hour crossing the street (total for all crossings) all fall above the curve in 4C-5; or for 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the same data point as above falls above the curve in figure 4C-7. In all cases, the warrant is unmet because of the low number of pedestrians using this intersection as a crossing (107 pedestrians/hour or 133 pedestrians/hour).

Warrant 5: School Crossing

Warrant five is applied for applications where the fact that school children is the principal reason to consider installing a traffic control signal. For the purposes of this warrant, the word "school children" includes elementary through high school students. The warrant is considered when an engineering study finds that the frequency and adequacy of gaps in the traffic stream as related to the number and size of groups of school children at an established school crossing across the major street is inadequate and there is a minimum of 20 school children crossing per hour. This warrant is not satisfied, both for the number of pedestrians using the intersection and it not being a designated school crossing (the signal at Quince is a good example of a school crossing).

Warrant 6: Coordinated Signal System

Warrant six deals directly with necessitating traffic control signals at intersections where they would otherwise not be warranted. If a traffic study finds that a signal would be needed to maintain proper platooning of vehicles through a corridor, a signal may be warranted due to warrant six. The following criteria would need to be satisfied in order for warrant six to be satisfied; On a one-way street or a street that has traffic predominantly in one direction, the adjacent traffic control signals are so far apart that they do not provide the necessary degree of vehicle platooning; or on a two-way street, adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation. The guidance also states that a coordinated signal system warrant should not be applied where the resultant spacing of traffic control signals is less than 1,000 feet. In this circumstance, no adjacent coordinated signal systems are present, thus the warrant is not met.

Warrant 7: Crash Experience

Signal warrant seven conditions are intended for applications where the severity and frequency of crashes are the principal reasons to consider installing a traffic control system. Signal warrant 7 should only be applied if; adequate trial and error with satisfactory observance and enforcement has failed to reduce crash frequency; five or more reported crashes of types susceptible to correction by a traffic control system have occurred within a 12-month period and each crash involving personal injury or property damage apparently exceeds the applicable requirements for a reportable crash; or for each of any 8 hours on an average day, the vehicles per hour given in both of the 80 percent columns of Condition A in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in

Warrant Four. These major-street and minor-street volumes shall be for the same 8-hours. On the minor street, the higher volume shall not be required to be on the same approach during the 8-hours. In this specific instance, the volume minimums and accident minimums are not met. It is also important to note that the crash at this intersection (0.45) with critical index (1.13). Existing signals at other intersections such as Laurel and Oak have nearly double the crash index, which suggests that a signal system at Willow Street may not reduce the already minimal number of crashes present. This may, in fact, degrade the intersection safety.

Staff was able to pull the most current crash data at the intersection. In total, there were no reported accidents listed at the intersection in 2016 or 2017. MnDOT may still be updating data, but the information is typically available on their mapping website within a couple of months after the incident. There was a total of 3 accidents in 2015. None of these data points meet the required threshold of 5 accidents in a 12-month period.

Warrant 8: Roadway Network

Warrant 8 of the MMUTCD has conditions that a traffic control signal at some intersections may be justified to encourage concentration and organization of traffic flow on a roadway network. This may be considered if an engineering study finds that the common intersection of two or more major routes meets one or both of the following; the intersection has a total existing, or immediately projected, entering volume of 1,000 vehicles per hour during the peak hour of a typical weekday and has 5-year projected traffic volumes, based upon an engineering study, that meet one or more of Warrants 1, 2, and 3 during an average weekday; or the intersection has a total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any 5 hours of a non-normal business day. During this analysis, warrant 8 was not satisfied.

A major route as used in this signal warrant analysis has one of the following characteristics; it is part of a street or highway system that serves as the principal roadway network for through traffic flow; or it includes a rural or suburban highway outside, entering, or traversing a city; or it appears as a major route on an official plan, such as a major street plan in an urban area traffic and transportation study.

There is some history behind this warrant, as back in 2015, the City Council at the time adopted a resolution requesting the installation of a signal system at the intersection of Business 371 and Willow Street. You can see the adopted resolution attached to this memo. It requests that MnDOT install a signal at the intersection as part of the S 6th Street Reconstruction pursuant to Section 4C.9 of the MMUTCD, Warrant 8, Roadway Network. The caveat to this request was the minimum approach volume that was not able to be documented. The peak hour volume of 1,000 vehicles per hour was not met, and therefore Warrant Eight remains unsatisfied.

With considering the most recent traffic counts provided on both Willow Street and S 6th Street and comparing it to the data that was used in the warrant analysis, there has been no increase in traffic since the warrant analysis was completed. The right-hand turning movements are still eliminated from all analyses due to the non-conflicting nature of the movements.

It is important to note that the intersection does meet warrants for multi-way stop control, which is what currently exists on the corridor.

Safety Comparison between 5-lane and 3-lane Sections

I wanted to provide the committee with some general safety information for their review comparing the current 5-lane configuration safety with a 3-lane configuration. As provided in the memo from my predecessor Jeff, a 3-lane section is relatively safer, based upon 5-year and 10-year statewide averages. With the section cross section of S 6th Street at Willow Street being reduced to 3 lanes, traffic should have a relatively easier time watching the lanes of traffic, picking a sufficient gap, and entering the lanes of S 6th Street. Currently, the need for traffic to analyze and make decisions with 5-lanes of traffic may provide for bigger gaps in traffic, but overall a more unsafe traffic condition. Staff anticipates while gaps may be a little smaller, motorists traveling east and west should have an easier time selecting sufficient gaps between platooned vehicles due to the Quince Street and Buffalo Hills Lane signals because of the reduction of the number of lanes from five to three.

Level of Service or Time Delay at Intersections

When the analysis was performed, level of service calculations were performed. This can generally be considered as time delay at the intersection. In general, all the major intersections on the corridor operate a Level of Service A or B, with very little delay at each intersection. This may degrade at peak hours, but doesn't reach anywhere close to a complete failure, or Level of Service E or F.

Options Available if the City Council Determines a Signal is Necessary

Council President Pritschet staff to present some options that are available for the City if the City believes a signal at the intersection is still needed or warranted. Staff is under the impression that most if not all the options have been considered and presented to MnDOT (with denial in each case), including the resolution presented to MnDOT back in 2015. MnDOT has expressed that it will not install a traffic control signal on the Trunk Highway network unless it meets the signal warrants as outlined, even if the City covers 100% of the cost. Staff considers the only option left for the council to consider is that the City hire a qualified traffic engineer to perform a traffic study of the intersection to verify or contradict the warrant analysis approved by MnDOT. Staff anticipates that proof the intersection may meet warrants or has changed significantly since the traffic study performed by MnDOT is the only alternative left for the City to consider. However, staff is also under the impression that the intersection traffic volumes or counts have not changed much, if any, since the original warrant analysis was performed.

This information is provided as a discussion item. Staff is looking for direction from the council of how to continue discussions.

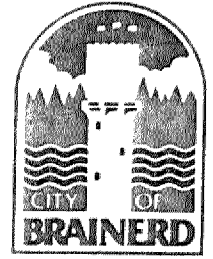
MEMO

TO: Mayor and City Council

FROM: Jeff Hulsether

DATE: April 2, 2015

RE: Business 371 Reconstruction – Various Data



www.ci.brainerd.mn.us

At the meeting on March 23rd, the Council requested some data from Mn/DOT, specifically, a copy of the signal warrant analysis for the Willow Street intersection and data on safety comparisons between a 3-lane and 5-lane roadway section. Mn/DOT has been very responsive and has sent the following documents:

Willow Street intersection Warrant Analysis – A copy of the December, 2014 analysis is attached and I will try to offer some explanation of the data. First, you will note that the 2013 traffic counts are penciled in on the traffic volume table. Since the analysis was completed, the official 2013 traffic volumes have been posted so I included those for the council's information.

The 2nd and 3rd pages of the analysis contains the raw turning count data for a 12 hour period between 6:00 a.m. and 6:00 p.m. The date of the counts was June 29th & 30th, 2009, but since the total traffic volumes are still very similar, the turning movement data should still be representative of today's distribution at that time of year. Staff's belief is that average "typical" traffic volumes are better represented by school year traffic which could have a different distribution of movements.

Points of importance within the raw data are found in some of the key turning movements. In the eastbound data the right turning movement accounts for 2,220 of the 2,413, or 92%, of the approaching vehicles. Because this movement is a free right it is not considered to be a conflicting movement that would benefit from a signal system, so this volume is disregarded in the analysis. That leaves us with 193 vehicles over a 12-hour period that are a potential conflict. On the westbound approach roughly 50% of the approach traffic turns right leaving 420 vehicles over the 12 hour period that are going straight or turning left that would be considered conflicting movements. Neither of the minor approaches comes close to the 75 vehicle per hour, over 8 hours, that is required for warrant 1B

The 4th and 5th pages are the signal warrant analysis for the various warrants which shows the required approach volumes for the major and minor streets.

The 6th page is the 4-way stop warrant, which is met, and the last 3 pages are hourly intersection approach volumes that were collected on July 5th & 6, 2014, to see if

Warrant #8 could be met. Again, staff believes that these counts taken on a holiday weekend may not represent typical weekend volumes.

After discussion with Council President Sheeler, staff has prepared a Resolution for the council's consideration, requesting the Mn/DOT install a traffic signal system at the intersection of Business 371 and Willow Street. The resolution stresses the importance of the Willow Street corridor as part of the City's roadway network and makes the request based on Warrant #8 which is related to roadway networks, but still requires a minimum approach volume that we might not be able to document. This item will be on the S&PW Committee agenda for the meeting on April 6th. Staff is having discussions with Mn/DOT to acquire updated traffic turning movement counts and weekend approach volumes to determine how close we might be to achieving warrants

General Safety Comparison - There was a general question about the relative safety between 3-lane and 5-lane facilities. Mn/DOT provided us with 2 sheets labelled "System Average, 2013 Section Toolkit" which are the 5-year and 10-year state-wide statistics for various types of roadways and ADT's. The rates in the headers are as follows:

CR – Crash Rate – this includes all types of crashes combined

SR – Severity rate

FR – Fatality Rate

FAR – Fatality and Type A Severity combined rate.

The 3-lane and 5-lane undivided roadway types are the bottom 2 rows in the chart. In the 10-year chart, the state-wide rates are lower for the 3-lane than the 5-lane in all categories except Non-junction fatality rate which is equal. In the 5 year chart, the 3-lane rates are again lower than the 5-lane with the exception of the 2 fatality rate categories. With the FR of the 3-lane being greater than the 5-lane in the 5-year data and less than the 5-lane in the 10 year data, the swing suggests to me that the data set is so small that a small number of recent incidents have created this anomaly in the 5-year data.

Relative Operating Capacity – At the start of this project, we were working with Jerilyn Swenson who was a Mn/DOT traffic Engineer. A few months ago, Jerilyn left MN/DOT for the private sector so more recently we have been working with Tom Dumont. In response to questions and comments about stacking problems and corresponding delays, I asked if Jerilyn had modelled the corridor and after a review of her files they found that she had modelled the corridor for both the 3 lane and 5 lane alternates.

Attached are 2 spreadsheets labelled "Business 371 Analysis Summary" one for the existing geometrics and one for the 3-lane geometrics. The data of importance is found in the center column labelled "LOS by Approach" which shows the signal delay time in average seconds per vehicle for the existing geometrics and the modelled 3-lane geometrics. It is important to note that the average time delay is only for vehicles that are required to stop. Those that do not have to stop are not considered delayed.

The chart shows that a 3-lane will generally increase the average time delay ranging from less than a second per vehicle on most approaches, to slightly over 3 seconds per vehicle at the Oak Street intersection, but with a few exceptions, everything on Business 371 pretty much operates at an A Level of Service in both scenarios. The time delay experienced by individual drivers on both 5-lane and 3-lane is going to depend primarily on whether or not they have to stop and if they do have to stop, where in the stop phase that occurs. For instance, if a vehicle is the first to stop right after the light turns red, their delay time will be the greatest. If a vehicle is the last to stop as the light turns green, their delay will most likely be the shortest. There are many variables that are beyond our control that will dictate the total time delay when traveling through the corridor regardless of which option is selected. If the intersection delay time models are correct, it appears that the calculated differences in delay times between the two options are negligible when compared to the random selection of being a vehicle that has to stop and when that stop occurs within the stop phase.

If there is any additional data the Council would like to have staff pursue, please let us know so that we can try to collect the data in advance of the Council's meeting on April 20th.



Minnesota Department of Transportation

District 3
7694 Industrial Park Road
Baxter, MN 56425

Office Tel: (218) 828-5700

Fax: (218) 828-5814

Memo

TO: Tom Dumont
District Traffic Engineer

FROM: Jerilyn Swenson
Assistant District Traffic Engineer

DATE: December 17, 2014

SUBJECT: Intersection Analysis
TH 371B and Willow Street - Brainerd

I have studied the intersection of Trunk Highway 371B and Willow Street and determined that it currently does not meet warrant criteria for signalization. Traffic volumes at this intersection are below the required thresholds that are established in the Minnesota Manual of Uniform Traffic Control Devices (MnMUTCD). Right turning traffic on Willow Street was removed from the analysis. Conflicting volumes on TH 371B were not high enough to include 50% of the right turning traffic from Willow Street. No hours met the established signal warrant volume thresholds.

The analysis was conducted using 12-hour turning movement count from June 2009. After a review of current 2014 traffic volumes, it was determined that the June 2009 traffic volumes were valid for conducting the analysis. There has not been significant traffic growth along the corridor in the last 10-years.

Traffic Volumes - Comparison

Route	Traffic Segment	Count Year					
		2002	2004	2006	2009	2011	
B371	South of TH 210	13,900	12,900	11,900	11,700	12,200	2013 10,800
	South of Quince St.	10,600	11,600	12,300	11,900	12,500	11,600
	South of Willow St	8,200	11,400	12,500	13,300	12,800	10,200
	South of Industrial Park Rd	5,800	7,000	7,800	7,800	6,700	5,800

*data from Traffic Forecasting & Analysis maps

<http://www.dot.state.mn.us/traffic/data/>

The intersection does meet warrant criteria for the installation of a multi-way stop.

Corridor crashes were examined. Willow Street has a 5-year crash rate of 0.45 and critical rate 1.13. Existing signal systems at Laurel Street and Oak Street had double the crash rates as Willow Street. This suggests that a signal system at Willow Street may not reduce the number of crashes.

Please contact me with further questions or concerns.



MnDOT
7694 Industrial Park Road
Baxter, MN 56425-8096

File Name : 371b_willow1
Site Code : 00000004
Start Date : 6/29/2009
Page No : 1

Groups Printed- Unshifted

Start Time	Southbound					Westbound					Northbound					Eastbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
06:00 AM	1	28	0	0	29	3	3	1	0	7	12	19	3	0	34	0	2	18	0	20	90
06:15 AM	1	25	0	0	26	0	2	2	0	4	17	26	3	0	46	1	1	21	0	23	99
06:30 AM	5	36	0	0	41	1	5	0	0	6	27	33	10	0	70	0	1	34	0	35	152
06:45 AM	4	37	0	0	41	4	3	4	0	11	32	47	7	0	86	0	2	54	0	56	194
Total	11	126	0	0	137	8	13	7	0	28	88	125	23	0	236	1	6	127	0	134	535
07:00 AM	4	33	1	0	38	5	5	2	0	12	14	49	8	0	71	1	2	34	0	37	158
07:15 AM	3	39	0	0	42	3	3	8	0	14	44	59	6	0	109	0	3	49	0	52	217
07:30 AM	6	56	2	0	64	3	5	15	0	23	34	93	7	0	134	0	1	53	0	54	275
07:45 AM	15	67	0	0	82	3	4	18	0	25	39	130	10	0	179	0	3	55	0	58	344
Total	28	195	3	0	226	14	17	43	0	74	131	331	31	0	493	1	9	191	0	201	994
08:00 AM	4	62	0	0	66	0	6	8	0	14	32	67	9	0	108	0	1	46	0	47	235
08:15 AM	5	62	0	0	67	7	4	5	0	16	28	78	10	0	116	0	2	48	0	50	249
08:30 AM	4	52	0	0	56	7	3	5	0	15	34	84	7	0	125	0	3	39	0	42	238
08:45 AM	11	96	0	0	107	4	3	13	0	20	37	94	6	0	137	0	4	26	0	30	294
Total	24	272	0	0	296	18	16	31	0	65	131	323	32	0	486	0	10	159	0	169	1016
09:00 AM	8	62	2	0	72	2	7	7	0	16	24	90	6	0	120	1	5	39	0	45	253
09:15 AM	10	79	1	0	90	5	2	6	0	13	41	69	9	0	119	0	0	36	0	36	258
09:30 AM	6	70	1	0	77	8	6	10	0	24	33	69	13	0	115	0	3	43	0	46	262
09:45 AM	6	69	0	0	75	8	6	10	0	24	43	101	9	0	153	0	2	60	0	62	314
Total	30	280	4	0	314	23	21	33	0	77	141	329	37	0	507	1	10	178	0	189	1087
10:00 AM	12	80	2	0	94	3	2	9	0	14	41	76	6	0	123	2	4	46	0	52	283
10:15 AM	9	92	0	0	101	6	8	15	0	29	30	107	10	0	147	1	2	38	0	41	318
10:30 AM	3	84	2	0	89	1	3	12	0	16	38	96	5	0	139	0	4	47	0	51	295
10:45 AM	7	109	0	0	116	6	7	8	0	21	42	120	13	0	175	1	1	43	0	45	357
Total	31	365	4	0	400	16	20	44	0	60	151	399	34	0	584	4	11	174	0	189	1253
11:00 AM	11	77	2	0	90	1	1	9	0	11	37	95	12	0	144	0	1	42	0	43	288
11:15 AM	6	74	2	0	82	3	2	8	0	13	32	98	7	0	137	0	6	56	0	62	294
11:30 AM	4	88	2	0	94	2	3	10	0	15	42	106	15	0	163	0	3	43	0	46	318
11:45 AM	10	106	2	0	118	4	4	17	0	25	38	114	9	0	161	1	2	45	0	48	352
Total	31	345	8	0	384	10	10	44	0	64	149	413	43	0	605	1	12	186	0	199	1252
Grand Total	155	1583	19	0	1757	89	97	202	0	388	791	1920	200	0	2911	8	58	1015	0	1081	6137
Approch %	8.8	90.1	1.1	0.0		22.9	25.0	52.1	0.0		27.2	66.0	6.9	0.0		0.7	5.4	93.9	0.0		
Total %	2.5	25.8	0.3	0.0	28.6	1.5	1.6	3.3	0.0	6.3	12.9	31.3	3.3	0.0	47.4	0.1	0.9	16.5	0.0	17.6	

	Southbound					Westbound					Northbound					Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 06:00 AM to 11:45 AM - Peak 1 of 1																					
By Approach	10:00 AM					09:30 AM					10:45 AM					07:15 AM					
Volume	31	365	4	0	400	25	22	44	0	91	163	419	47	0	619	0	8	203	0	211	
Percent	7.8	91.3	1.0	0.0		27.5	24.2	48.4	0.0		24.7	67.7	7.6	0.0		0.0	3.8	96.2	0.0		
High Int. Peak Factor	10:45 AM					10:15 AM					10:45 AM					07:45 AM					
Volume	7	109	0	0	116	6	8	15	0	29	42	120	13	0	175	0	3	55	0	58	
	0.86					0.78					0.88					0.90					
	2					4					4					9					

MnDOT
7694 Industrial Park Road
Baxter, MN 56425-8096

File Name : 371b_willow2
Site Code : 00000005
Start Date : 6/30/2009
Page No : 1

Groups Printed- Unshifted

Start Time	Southbound					Westbound					Northbound					Eastbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
12:00 PM	12	97	2	0	111	4	3	7	0	14	42	99	12	0	153	1	3	45	0	49	327
12:15 PM	11	81	0	0	92	5	3	11	0	19	49	104	10	0	163	0	4	38	0	42	316
12:30 PM	15	98	1	0	114	5	6	5	0	16	30	113	12	0	155	0	3	51	0	54	339
12:45 PM	13	101	0	0	114	6	3	12	0	21	46	91	4	0	141	1	4	52	0	57	333
Total	51	377	3	0	431	20	15	35	0	70	167	407	38	0	612	2	14	186	0	202	1315
01:00 PM	6	111	2	0	119	5	5	7	0	17	29	90	8	0	127	1	5	57	0	63	326
01:15 PM	14	126	0	0	140	5	5	6	0	16	35	91	4	0	130	1	1	56	0	58	344
01:30 PM	4	89	2	0	95	3	4	7	0	14	41	105	9	0	155	0	2	43	0	45	309
01:45 PM	12	112	1	2	127	3	5	12	0	20	35	109	3	0	147	0	4	43	0	47	341
Total	36	438	5	2	481	16	19	32	0	67	140	395	24	0	559	2	12	199	0	213	1320
02:00 PM	8	81	2	0	91	5	3	9	0	17	39	93	9	0	141	1	4	51	0	56	305
02:15 PM	9	103	2	0	114	5	4	5	0	14	47	98	15	0	160	1	6	52	0	59	347
02:30 PM	14	118	1	2	135	2	5	11	0	18	55	104	9	0	168	0	8	45	0	53	374
02:45 PM	14	101	3	0	118	10	3	6	0	19	36	100	10	0	146	1	4	53	0	58	341
Total	45	403	8	2	458	22	15	31	0	68	177	395	43	0	615	3	22	201	0	225	1367
03:00 PM	15	107	1	0	123	1	4	12	0	17	44	101	10	0	155	0	5	72	0	77	372
03:15 PM	16	116	0	0	132	6	5	9	0	20	54	98	9	0	161	0	1	47	0	48	361
03:30 PM	19	116	1	0	136	7	4	8	0	19	58	111	11	0	180	0	6	49	0	55	390
03:45 PM	10	108	1	0	119	8	5	7	0	20	40	91	12	0	143	1	5	49	0	55	337
Total	60	447	3	0	510	22	18	36	0	76	196	401	42	0	639	1	17	217	0	235	1460
04:00 PM	13	104	3	0	120	4	8	6	0	18	33	117	14	0	164	0	3	51	0	54	356
04:15 PM	5	104	1	0	110	6	6	10	0	22	70	97	12	0	179	0	6	46	0	52	363
04:30 PM	13	110	3	0	126	4	6	23	0	33	79	121	15	0	215	0	1	56	0	57	431
04:45 PM	18	94	1	0	113	8	1	10	0	19	51	100	10	0	161	0	10	42	0	52	345
Total	49	412	8	0	469	22	21	49	0	92	233	435	51	0	719	0	20	195	0	215	1495
05:00 PM	17	123	1	0	141	2	4	12	0	18	56	134	9	0	199	2	7	60	0	69	427
05:15 PM	19	89	1	0	109	6	6	5	0	17	55	95	16	0	166	0	8	47	0	55	347
05:30 PM	11	65	2	0	78	8	9	6	0	23	40	76	13	0	129	0	8	51	0	59	289
05:45 PM	7	74	0	0	81	3	6	6	0	15	40	78	9	0	127	1	8	49	0	58	281
Total	54	351	4	0	409	19	25	29	0	73	191	383	47	0	621	3	31	207	0	241	1344
Grand Total	295	2428	31	4	2758	121	113	212	0	446	1104	2416	245	0	3765	11	116	1205	0	1332	8301
Approch %	10.7	88.0	1.1	0.1		27.1	25.3	47.5	0.0		29.3	64.2	6.5	0.0		0.8	8.7	90.5	0.0		
Total %	3.6	29.2	0.4	0.0	33.2	1.5	1.4	2.6	0.0	5.4	13.3	29.1	3.0	0.0	45.4	0.1	1.4	14.5	0.0	16.0	

	Southbound					Westbound					Northbound					Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 12:00 PM to 05:45 PM - Peak 1 of 1																					
By Approach	03:00 PM					03:45 PM					04:15 PM					02:15 PM					
Volume	60	447	3	0	510	22	25	46	0	93	256	452	46	0	754	2	23	222	0	247	
Percent	11.8	87.6	0.6	0.0		23.7	26.9	49.5	0.0		34.0	59.9	6.1	0.0		0.8	9.3	89.9	0.0		
	8	6				7	9	5			0	9						9			
High Int. Volume	03:30 PM					04:30 PM					04:30 PM					03:00 PM					
Peak Factor	19	116	1	0	136	4	6	23	0	33	79	121	15	0	215	0	5	72	0	77	
					0.93					0.70					0.87					0.80	
					8					5					7					2	

MnDOT District 3
7694 Industrial Park Road
Baxter, MN 56425

Study Name : Willow_Signal_RtRemoved_2009Data
Page No. : 1

Signal Warrants - Summary

Major Street Approaches

Northbound: Th 371B

Number of Lanes: 2
Approach Speed: 30
Total Approach Volume: 6,676

Southbound: Th 371B

Number of Lanes: 2
Approach Speed: 30
Total Approach Volume: 4,511

Minor Street Approaches

Eastbound: Willow

Number of Lanes: 1

Total Approach Volume: 193

Westbound: Willow

Number of Lanes: 1

Total Approach Volume: 420

Warrant Summary (Urban values apply.)

Warrant 1 - Eight Hour Vehicular Volumes **Not Satisfied**

Warrant 1A - Minimum Vehicular VolumeNot Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 1B - Interruption of Continuous TrafficNot Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 1 A&B - Combination of WarrantsNot Satisfied

Required volumes reached for 0 hours, 8 are needed

Warrant 2 - Four Hour Volumes **Not Satisfied**

Number of hours (0) volumes exceed minimum < minimum required (4).

Warrant 3 - Peak Hour **Not Satisfied**

Warrant 3A - Peak Hour DelayNot Satisfied

Total approach volumes and delays on minor street do not exceed minimums for any hour.

Warrant 3B - Peak Hour VolumesNot Satisfied

Volumes do not exceed minimums for any hour.

Warrant 4 - Pedestrian Volumes **Not Satisfied**

Required 4 Hr pedestrian volume reached for 0 hour(s) and the single hour volume for 0 hour(s)

Warrant 5 - School Crossing **Not Satisfied**

Number of gaps > .0 seconds (0) exceeds the number of minutes in the crossing period (0).

Warrant 6 - Coordinated Signal System **Not Satisfied**

No adjacent coordinated signals are present

Warrant 7 - Crash Experience **Not Satisfied**

Number of accidents (-1) is less than minimum (5). Volume minimums are not met.

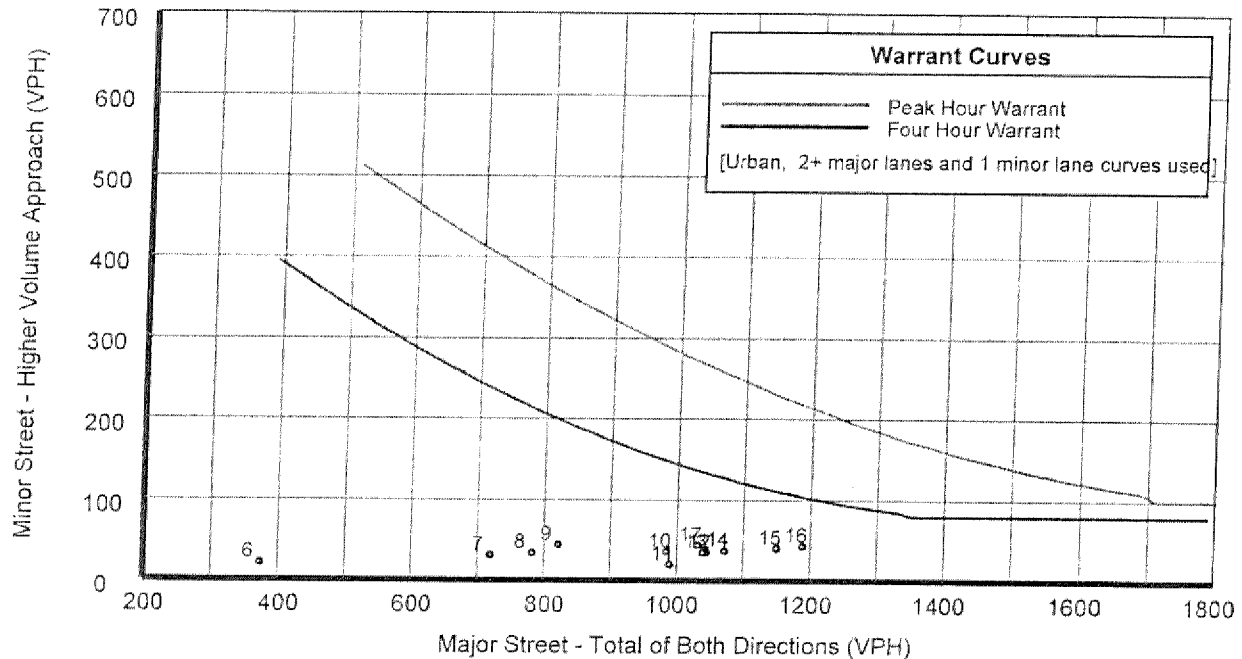
Warrant 8 - Roadway Network **Not Satisfied**

Major Route conditions met. Volume requirements met.

MnDOT District 3
7694 Industrial Park Road
Baxter, MN 56425

Signal Warrants - Summary

Study Name : Willow_Signal_RtRemoved_2009Data
Page No. : 2



Analysis of 8-Hour Volume Warrants:

Hour Begin	Major Total	Higher Minor		War-1A			War-1B			War-1A&B		
		Vol	Dir	Major Crit	Minor Crit	Meets?	Major Crit	Minor Crit	Meets?	Major Crit	Minor Crit	Meets?
00:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
01:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
02:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
03:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
04:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
05:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
06:00	373	21	WB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
07:00	719	31	WB	600-Yes	150-No	Major	900-No	75-No	---	720-No	120-No	---
08:00	782	34	WB	600-Yes	150-No	Major	900-No	75-No	---	720-Yes	120-No	Major
09:00	821	44	WB	600-Yes	150-No	Major	900-No	75-No	---	720-Yes	120-No	Major
10:00	984	36	WB	600-Yes	150-No	Major	900-Yes	75-No	Major	720-Yes	120-No	Major
11:00	989	20	WB	600-Yes	150-No	Major	900-Yes	75-No	Major	720-Yes	120-No	Major
12:00	1,043	35	WB	600-Yes	150-No	Major	900-Yes	75-No	Major	720-Yes	120-No	Major
13:00	1,038	35	WB	600-Yes	150-No	Major	900-Yes	75-No	Major	720-Yes	120-No	Major
14:00	1,071	37	WB	600-Yes	150-No	Major	900-Yes	75-No	Major	720-Yes	120-No	Major
15:00	1,149	40	WB	600-Yes	150-No	Major	900-Yes	75-No	Major	720-Yes	120-No	Major
16:00	1,188	43	WB	600-Yes	150-No	Major	900-Yes	75-No	Major	720-Yes	120-No	Major
17:00	1,030	44	WB	600-Yes	150-No	Major	900-Yes	75-No	Major	720-Yes	120-No	Major
18:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
19:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
20:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
21:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
22:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---
23:00	0	0	EB	600-No	150-No	---	900-No	75-No	---	720-No	120-No	---

MnDOT District 3
7694 Industrial Park Road
Baxter, MN 56425

Multi-Way Stop Warrant Report

Study Name : Willow_AllWay
Page No. : 1

Major Street Approaches

Northbound: Th 371B

Total Approach Volume: 6,676
Approach Speed: 30

Southbound: Th 371B

Total Approach Volume: 4,511
Approach Speed: 30

Minor Street Approaches

Eastbound: Willow

Total Approach Volume: 2,413

Westbound: Willow

Total Approach Volume: 834

Warrant Summary

Criteria A - Interim Measure Not Evaluated

If traffic signals are justified, stop signs can be installed as an interim measure.

Criteria B - Crash Experience Satisfied

Number of crashes (5) meets the minimum required (5).

Criteria C - Minimum Volumes and Delays Satisfied

Delay data not evaluated

Average of 8 highest hours exceeds volume criteria.

Criteria D - 80% of Volumes, Delays, and Crashes Satisfied

Delay data not evaluated

Number of crashes (5) meets the minimum required (4).

Average of 8 highest hours exceeds volume criteria.

Analysis of 8-Hour Volume Warrants:

Time	Major	Major	Minor	Minor	Crit C			Crit D		
	Total	Avg	Total	Avg	Major	Minor	Meets?	Major	Minor	Meets?
16:00 - 17:00	1188	1,061.5	307	288.8	300-Yes	200-Yes	Both	240-Yes	160-Yes	Both
15:00 - 16:00	1149		311							
14:00 - 15:00	1071		294							
12:00 - 13:00	1043		272							
13:00 - 14:00	1038		280							
17:00 - 18:00	1030		314							
11:00 - 12:00	989		263							
10:00 - 11:00	984		269							
09:00 - 10:00	821		266							
08:00 - 09:00	782		234							
07:00 - 08:00	719		275							
06:00 - 07:00	373		162							
23:00 - 00:00	0		0							
22:00 - 23:00	0		0							
21:00 - 22:00	0		0							
20:00 - 21:00	0		0							
19:00 - 20:00	0		0							
18:00 - 19:00	0		0							
05:00 - 06:00	0		0							
04:00 - 05:00	0		0							
03:00 - 04:00	0		0							
02:00 - 03:00	0		0							
01:00 - 02:00	0		0							
00:00 - 01:00	0		0							

371-B North of Laurel St.

	Thur 7/3/2014	Fri 7/4/2014	Sat 7/5/2014	Sun 7/6/2014	Mon 7/7/2014
12:00AM		233	938	150	70
1:00AM		151	194	87	45
2:00AM		93	116	57	31
3:00AM		45	58	46	41
4:00AM		27	27	30	47
5:00AM		30	33	30	130
6:00AM		52	97	73	239
7:00AM		94	167	104	
8:00AM	422	171	230	185	
9:00AM	673	272	439	354	
10:00AM	780	388	613	538	
11:00AM	870	609	691	726	
12:00PM	996	581	721	707	
1:00PM	1158	620	717	712	
2:00PM	1131	659	609	685	
3:00PM	1023	735	535	611	
4:00PM	1052	836	572	552	
5:00PM	1014	737	492	489	
6:00PM	974	577	469	440	
7:00PM	743	771	388	397	
8:00PM	555	518	366	365	
9:00PM	510	513	320	292	
10:00PM	496	581	304	213	
11:00PM	364	482	212	129	
Total	12761	9869	9308	7952	603

Notes:

317-B North of Willow St. (SB) Approach

	Thur 7/3/2014	Fri 7/4/2014	Sat 7/5/2014	Sun 7/6/2014	Mon 7/7/2014
12:00AM		73	525	78	54
1:00AM		40	67	44	20
2:00AM		19	48	31	12
3:00AM		16	13	21	5
4:00AM		12	12	8	27
5:00AM		18	10	5	25
6:00AM		19	19	26	54
7:00AM		48	62	42	120
8:00AM	199	59	88	42	
9:00AM	312	93	104	95	
10:00AM	356	125	198	190	
11:00AM	378	161	225	258	
12:00PM	364	172	292	330	
1:00PM	445	204	262	405	
2:00PM	450	255	254	402	
3:00PM	409	285	235	364	
4:00PM	411	248	206	340	
5:00PM	410	182	280	312	
6:00PM	409	235	227	276	
7:00PM	268	280	244	238	
8:00PM	187	167	170	204	
9:00PM	162	146	166	185	
10:00PM	180	140	132	143	
11:00PM	115	235	123	109	
	5055	3232	3962	4148	317

371-B South of Willow St. (NB) Approach

	Thur 7/3/2014	Fri 7/4/2014	Sat 7/5/2014	Sun 7/6/2014	Mon 7/7/2014
12:00AM		92	85	59	39
1:00AM		52	33	40	27
2:00AM		32	32	32	16
3:00AM		19	14	15	6
4:00AM		20	14	9	20
5:00AM		20	17	9	34
6:00AM		47	43	26	123
7:00AM		86	84	59	154
8:00AM	436	136	129	87	
9:00AM	545	233	212	166	
10:00AM	561	280	295	276	
11:00AM	601	379	368	351	
12:00PM	716	397	38	320	
1:00PM	658	324	369	299	
2:00PM	669	360	334	283	
3:00PM	620	370	286	284	
4:00PM	696	398	269	232	
5:00PM	673	228	265	233	
6:00PM	565	156	214	194	
7:00PM	398	179	191	173	
8:00PM	323	198	192	170	
9:00PM	259	284	133	153	
10:00PM	235	448	115	136	
11:00PM	130	149	165	85	
	8085	4887	3953	3691	419

Willow St. E of 371-B (WB) Approach

	Thur	Fri	Sat	Sun	Mon
	7/3/2014	7/4/2014	7/5/2014	7/6/2014	7/7/2014
12:00AM		26	49	28	19
1:00AM		9	12	10	2
2:00AM		11	5	4	2
3:00AM		7	8	8	4
4:00AM		3	4	2	4
5:00AM		4	0	4	14
6:00AM		3	7	5	22
7:00AM		18	21	10	24
8:00AM	62	23	28	17	
9:00AM	65	47	47	33	
10:00AM	84	57	63	47	
11:00AM	90	54	77	109	
12:00PM	102	58	75	75	
1:00PM	136	65	68	56	
2:00PM	102	74	62	59	
3:00PM	98	70	58	51	
4:00PM	81	76	52	58	
5:00PM	86	50	50	49	
6:00PM	75	49	100	44	
7:00PM	59	62	58	35	
8:00PM	66	59	31	34	
9:00PM	56	45	32	40	
10:00PM	40	56	31	22	
11:00PM	28	62	25	24	
	1229	988	963	824	91

Road is closed to thru traffic

Willow St. W of 371B (EB) Approach

	Thur	Fri	Sat	Sun	Mon
	7/3/2014	7/4/2014	7/5/2014	7/6/2014	7/7/2014
12:00AM		49	169	55	10
1:00AM		14	25	21	8
2:00AM		14	18	16	5
3:00AM		13	8	3	1
4:00AM		6	1	4	0
5:00AM		16	0	6	5
6:00AM		14	8	6	39
7:00AM		23	13	14	20
8:00AM	159	72	14	5	
9:00AM	174	51	56	58	
10:00AM	132	50	96	102	
11:00AM	163	108	119	98	
12:00PM	193	109	140	94	
1:00PM	215	73	148	132	
2:00PM	204	0	147	124	
3:00PM	223	7	147	142	
4:00PM	197	12	143	145	
5:00PM	222	22	146	97	
6:00PM	223	49	150	113	
7:00PM	208	80	114	74	
8:00PM	108	85	100	82	
9:00PM	111	82	71	76	
10:00PM	96	50	67	61	
11:00PM	49	105	68	31	
	2677	1054	1968	1559	148

Hose came loose on part of the road

371-B North of Industrial Park Rd.

	Thur	Fri	Sat	Sun	Mon
	7/3/2014	7/4/2014	7/5/2014	7/6/2014	7/7/2014
12:00AM		136	188	109	73
1:00AM		62	81	50	36
2:00AM		46	51	40	19
3:00AM		33	28	20	20
4:00AM		30	18	17	36
5:00AM		39	34	16	86
6:00AM		77	83	46	224
7:00AM		127	162	82	248
8:00AM	666	211	701	121	
9:00AM	653	307	344	303	
10:00AM	733	413	461	434	
11:00AM	749	468	550	551	
12:00PM	874	513	613	548	
1:00PM	865	452	525	652	
2:00PM	849	459	521	653	
3:00PM	834	531	441	534	
4:00PM	872	444	472	554	
5:00PM	878	283	413	498	
6:00PM	727	390	415	406	
7:00PM	520	297	340	366	
8:00PM	402	303	311	344	
9:00PM	406	419	233	268	
10:00PM	332	411	262	192	
11:00PM	198	728	713	127	
	10558	7181	7000	6959	742

371-B South of Industrial Park Rd.

	Thur	Fri	Sat	Sun	Mon
	7/3/2014	7/4/2014	7/5/2014	7/6/2014	7/7/2014
12:00AM		95	115	86	34
1:00AM		48	61	47	40
2:00AM		31	38	38	21
3:00AM		30	16	21	23
4:00AM		20	10	10	58
5:00AM		18	27	18	105
6:00AM		62	56	44	223
7:00AM		108	105	72	239
8:00AM	440	188	158	119	
9:00AM	392	301	238	241	
10:00AM	430	473	342	343	
11:00AM	452	355	417	475	
12:00PM	539	387	450	489	
1:00PM	538	403	470	508	
2:00PM	625	343	436	532	
3:00PM	624	407	363	476	
4:00PM	685	354	367	500	
5:00PM	659	231	349	452	
6:00PM	558	316	365	375	
7:00PM	379	238	290	317	
8:00PM	345	230	238	315	
9:00PM	306	331	187	222	
10:00PM	254	262	269	159	
11:00PM	168	648	170	79	
	7374	5814	5537	5938	743

RESOLUTION

No, __;15

RESOLUTION REQUESTING INSTALLATION OF SIGNAL SYSTEM AT THE INTERSECTION OF BUSINESS 371 AND WILLOW STREET

WHEREAS, The City of Brainerd Comprehensive Plan identifies a contiguous Willow Street connection between College Drive and CSAH 45 as a significant component of the City of Brainerd's Transportation Plan and network; and

WHEREAS, Over the past 20 plus ears the City of Brainerd has made substantial investments in the development of the Willow Street transportation corridor; and

WHEREAS, In 1994, the City of Brainerd completed the first phase of the Willow Street connection by constructing South 4th Street between College Drive and Vine Street; and

WHEREAS, Between 1994 and 2004, the City of Brainerd purchased the Dellwood Motel, 3 single family homes, and several partial takings to acquire the right of way for the 2004 Willow Street extension from Vine Street to Business 371; and

WHEREAS, in 2012, the City of Brainerd reconstructed College Drive which included a roundabout at the intersection with the Willow Street connection to facilitate an improved access to College Drive from the Willow Street corridor; and

WHEREAS, in 2013 the City of Brainerd resurface Willow Street between South 7th Street and CSAH 45 and reallocated pavement space to included accommodation for non-motorized vehicles for future connectivity to the facilities on College Drive; and

WHEREAS, The only remaining improvements necessary to facilitate a contiguous east-west transportation corridor include the signalization of the Business 371/Willow street intersection and the resurfacing and reallocation of pavement space on the single block between Business 371 and South 7th Street; and

WHEREAS, The Minnesota Department of Transportation is proposing to reconstruct Business 371 between T.H. 210 and Joseph Street including the intersection with Willow Street in 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRAINERD, that the City of Brainerd hereby requests that the Minnesota Department of Transportation install a signal system at the intersection of Business 371 and Willow Street as part of the proposed reconstruction of Business 371 pursuant to Section 4C.9 of the Minnesota Manual on Uniform Traffic Control Devices, Warrant 8, Roadway Network.

System Average, 2013 Section Toolkit

Five Years of Crash Data	Non-Junction Crashes				All Crashes			
	CR	SR	FR	FAR	CR	SR	FR	FAR
Rural 2-lane : ADTE[0,1500)	0.41	0.73	0.97	2.73	0.64	1.12	1.51	4.10
Rural 2-lane : ADTE[1500,5000)	0.31	0.51	0.68	1.61	0.55	0.89	0.96	2.51
Rural 2-lane : ADTE[5000,8000)	0.31	0.49	0.46	1.31	0.61	0.99	0.81	2.41
Rural 2-lane : ADTE[8000,∞)	0.33	0.50	0.40	0.82	0.73	1.10	0.63	1.57
Urban 2-lane : ADTE[0,1500)	0.91	1.64	2.27	5.30	1.92	3.28	3.79	11.36
Urban 2-lane : ADTE[1500,5000)	0.40	0.60	0.61	1.23	1.36	1.93	0.89	2.66
Urban 2-lane : ADTE[5000,8000)	0.61	0.85	0.21	1.25	1.99	2.79	0.35	3.27
Urban 2-lane : ADTE[8000,∞)	0.63	0.88	0.23	1.00	2.24	3.15	0.46	2.51
Rural Freeway	0.43	0.60	0.22	0.62	0.56	0.77	0.25	0.76
Urban Freeway	0.74	0.99	0.12	0.43	1.08	1.44	0.16	0.62
Rural Expressway	0.34	0.51	0.29	0.74	0.66	0.99	0.62	1.75
Urban Expressway	0.46	0.63	0.18	0.66	1.63	2.37	0.61	2.37
Rural 4-lane Undivided	0.30	0.43	0.24	0.71	0.69	1.03	0.71	1.65
Urban 4-lane Undivided	0.87	1.14	0.07	0.92	3.76	5.08	0.66	4.15
Rural 4-lane Divided	0.27	0.41	0.20	0.76	0.83	1.26	0.66	2.08
Urban 4-lane Divided	0.59	0.78	0.12	0.45	2.80	3.81	0.45	2.53
3-lane Undivided	0.55	0.76	0.38	0.64	2.00	2.82	0.89	2.67
5-lane Undivided	0.81	1.10	0.19	0.76	2.89	4.03	0.38	2.46

System Average, 2013 Section Toolkit

Ten Years of Crash Data	Non-Junction Crashes				All Crashes			
	CR	SR	FR	FAR	CR	SR	FR	FAR
Rural 2-lane : ADT $\in$ [0,1500)	0.45	0.79	1.11	2.85	0.72	1.23	1.69	4.37
Rural 2-lane : ADT $\in$ [1500,5000)	0.35	0.56	0.73	1.73	0.62	0.99	1.11	2.88
Rural 2-lane : ADT $\in$ [5000,8000)	0.34	0.55	0.65	1.61	0.69	1.11	1.12	2.89
Rural 2-lane : ADT $\in$ [8000, ∞)	0.35	0.53	0.52	1.10	0.81	1.23	0.85	2.18
Urban 2-lane : ADT $\in$ [0,1500)	0.82	1.39	1.89	3.40	2.00	3.21	3.02	7.94
Urban 2-lane : ADT $\in$ [1500,5000)	0.47	0.70	0.51	1.23	1.57	2.25	0.89	3.25
Urban 2-lane : ADT $\in$ [5000,8000)	0.55	0.77	0.39	1.04	1.92	2.70	0.72	3.29
Urban 2-lane : ADT $\in$ [8000, ∞)	0.67	0.94	0.33	1.26	2.53	3.59	0.72	3.39
Rural Freeway	0.42	0.59	0.31	0.78	0.56	0.78	0.37	0.97
Urban Freeway	0.71	0.94	0.13	0.43	1.09	1.45	0.20	0.74
Rural Expressway	0.35	0.52	0.31	0.82	0.72	1.09	0.68	2.05
Urban Expressway	0.44	0.62	0.22	0.72	1.73	2.53	0.66	2.67
Rural 4-lane Undivided	0.30	0.48	0.35	1.16	0.73	1.13	0.70	2.21
Urban 4-lane Undivided	0.90	1.19	0.10	1.25	4.15	5.67	0.56	5.65
Rural 4-lane Divided	0.29	0.45	0.30	0.91	0.91	1.40	0.76	2.36
Urban 4-lane Divided	0.61	0.82	0.20	0.71	3.04	4.23	0.67	3.82
3-lane Undivided	0.62	0.84	0.19	0.50	2.30	3.22	0.57	2.77
5-lane Undivided	0.74	1.02	0.19	0.66	3.06	4.31	0.66	3.39

Business 371 Analysis Summary (Existing Geometrics)

Time Period	Intersection	Approach	Delay (s/veh)						LOS By Approach		LOS By Intersection		Through		Left Turn			Right Turn		
			Left		Thru		Right		Delay (S/Veh)	LOS	Delay (S/Veh)	LOS	Avg Queue	Max Queue	Storage	Avg Queue	Max Queue	Storage	Avg Queue	Max Queue
			Delay	LOS	Delay	LOS	Delay	LOS												
Off Peak Volumes	TH 210 and Business 371	NB	39.2	D	11.0	B	11.0	B	25.8	C	17.5	B	130	256	150	115	201	0	69	162
		EB	-		22.8	C	5.7	A	18.3	B			170	312	0	0	0	400	42	111
		WB	32.4	C	4.4	A	3.2	A	11.6	B			36	187	400	184	368	0	0	0
	Business 371 and Laurel St	NB	10.4	B	8.5	A	5.2	A	8.4	A	10.4	B	75	165	150	35	81	0	0	0
		SB	9.6	A	7.8	A	6.2	A	7.8	A			77	193	150	22	63	0	0	0
		EB	28.5	C	23.2	C	8.9	A	19.8	B			60	130	150	61	142	0	0	0
	Business 371 and Oak St	WB	24.2	C	23.0	C	7.2	A	14.1	B	11.3	B	53	117	0	0	0	0	0	0
		NB	10.9	B	9.0	A	6.3	A	9.3	A			69	133	150	12	35	0	0	0
		SB	11.9	B	4.4	A	3.4	A	5.7	A			40	90	150	42	100	0	0	0
	Business 371 and Quince St	EB	27.1	C	20.1	C	10.8	B	19.3	B	6.9	A	80	162	150	20	60	0	0	0
		WB	28.2	C	23.4	C	13.0	B	19.5	B			111	230	150	31	74	0	0	0
		NB	9.2	A	4.3	A	2.5	A	4.5	A			46	111	150	22	65	0	0	0
PM Peak Volumes	TH 210 and Business 371	SB	6.1	A	3.5	A	3.0	A	3.6	A	19.4	B	34	78	150	8	36	0	0	0
		EB	30.5	C	25.8	C	3.0	A	19.1	B			58	150	0	0	0	150	26	59
		WB	31.7	C	27.0	C	3.4	A	19.3	B			27	74	0	0	0	150	13	40
	Business 371 and Laurel St	NB	41.7	D	44.4	D	15.1	B	31.0	C	9.7	A	146	326	150	125	209	0	93	247
		EB	-		14.5	B	6.1	A	12.5	B			145	306	0	0	0	400	47	158
		WB	60.0	E	6.0	A	1.8	A	18.8	B			76	160	400	202	350	0	0	0
	Business 371 and Oak St	NB	9.6	A	6.8	A	3.9	A	6.9	A	13.1	B	57	173	150	30	85	0	0	0
		SB	8.7	A	7.2	A	4.7	A	7.2	A			65	171	150	19	53	0	0	0
		EB	29.8	C	22.3	C	7.1	A	17.6	B			56	142	150	47	113	0	0	0
	Business 371 and Quince St	WB	25.9	C	24.6	C	11.5	B	18.4	B	7.2	A	65	131	0	0	0	0	0	0
		NB	9.1	A	11.5	B	7.4	A	10.8	B			71	150	150	4	35	0	0	0
		SB	12.9	B	7.0	A	4.6	A	8.9	A			54	122	150	66	142	0	0	0
	Business 371 and Quince St	EB	25.0	C	21.0	C	12.8	B	19.9	B	7.2	A	109	212	150	10	49	0	0	0
		WB	27.2	C	21.0	C	12.3	B	18.2	B			124	278	150	36	91	0	0	0
		NB	10.1	B	4.2	A	3.0	A	4.4	A			42	94	150	14	61	0	0	0
	Business 371 and Quince St	SB	6.6	A	3.6	A	2.5	A	3.7	A	7.2	A	35	98	150	9	40	0	0	0
		EB	33.0	C	25.9	C	3.5	A	22.3	C			57	116	0	0	0	150	21	57
		WB	29.6	C	25.0	C	3.1	A	22.6	C			36	84	0	0	0	150	5	31

Business 371 Analysis Summary (3-Lane Geometrics)

Time Period	Intersection	Approach	Delay (s/veh)						LOS By Approach		LOS By Intersection		Through		Left Turn			Right Turn		
			Left		Thru		Right		Delay (S/Veh)	LOS	Delay (S/Veh)	LOS	Avg Queue	Max Queue	Storage	Avg Queue	Max Queue	Storage	Avg Queue	Max Queue
			Delay	LOS	Delay	LOS	Delay	LOS												
Off Peak Volumes	TH 210 and Business 371	NB	38.6	D	11.9	B	13.0	B	26.3	C	17.9	B	137	313	150	116	209	150	87	175
		EB	-	-	22.8	C	8.0	A	18.9	B			175	302	0	0	0	400	52	132
		WB	33.0	C	4.5	A	3.5	A	11.8	B			52	186	400	185	368	0	0	0
	Business 371 and Laurel St	NB	12.1	B	9.4	A	4.9	A	9.3	A	12.4	B	117	357	150	35	76	150	8	86
		SB	10.8	B	8.4	A	2.8	A	8.1	A			113	280	150	22	58	150	17	189
		EB	38.1	D	26.8	C	11.0	B	25.1	C			57	141	150	65	147	0	0	0
	Business 371 and Oak St	WB	35.8	D	31.7	C	14.9	B	22.6	C	14.0	B	56	134	0	0	0	0	0	0
		NB	11.6	B	10.9	B	4.9	A	11.0	B			118	290	150	11	44	150	21	125
		SB	13.7	B	7.3	A	3.9	A	8.4	A			83	211	150	44	104	150	3	38
	Business 371 and Quince St	EB	37.3	D	22.5	C	13.2	B	22.7	C	8.8	A	79	164	150	18	62	0	0	0
		WB	33.6	C	27.7	C	17.1	B	23.8	C			118	253	150	27	68	0	0	0
		NB	10.4	B	6.2	A	3.9	A	6.3	A			70	206	150	21	61	150	1	12
		SB	7.4	A	3.7	A	1.9	A	3.8	A	19.9	B	33	117	150	8	31	150	4	30
		EB	38.6	D	35.5	D	3.4	A	25.3	C			65	168	0	0	0	150	18	45
		WB	31.2	C	33.4	C	4.3	A	22.4	C			24	75	0	0	0	150	9	31
PM Peak Volumes	TH 210 and Business 371	NB	42.2	D	44.4	D	17.5	B	32.2	C	19.9	B	166	374	150	124	209	150	113	175
		EB	-	-	14.9	B	7.1	A	13.0	B			150	321	0	0	0	400	58	191
		WB	60.6	E	6.1	A	2.0	A	19.0	B			78	175	400	202	328	0	0	0
	Business 371 and Laurel St	NB	10.2	B	6.3	A	3.4	A	6.5	A	10.7	B	68	170	150	32	85	150	3	26
		SB	10.3	B	8.8	A	3.4	A	8.6	A			123	333	150	23	146	150	11	56
		EB	31.1	C	24.8	C	8.6	A	19.2	B			47	117	150	41	101	0	0	0
	Business 371 and Oak St	WB	32.0	C	29.5	C	15.1	B	22.9	C	16.7	B	63	136	0	0	0	0	0	0
		NB	10.7	B	15.4	B	6.8	A	14.0	B			150	334	150	5	39	150	27	170
		SB	16.5	B	11.4	B	5.1	A	12.9	B			113	254	150	71	134	150	7	88
	Business 371 and Quince St	EB	29.6	C	24.0	C	15.6	B	23.0	C	8.8	A	105	209	150	9	47	0	0	0
		WB	33.0	C	24.8	C	15.6	B	22.1	C			124	275	150	32	93	0	0	0
		NB	10.1	B	6.1	A	4.5	A	6.2	A			72	172	150	15	52	150	4	29
		SB	7.9	A	4.7	A	2.7	A	4.8	A	8.8	A	54	181	150	9	31	150	2	30
		EB	36.6	D	33.3	C	4.0	A	26.6	C			54	138	0	0	0	150	14	47
		WB	27.6	C	24.4	C	3.4	A	22.0	C			31	82	0	0	0	150	4	21



Brainerd City Council Agenda Request

Requested Meeting Date: December 18, 2017

Title of Item: 2018 Levy and Budget

☐ 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 1 st Reading
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 10 Minutes
Summary of Issue: The final levy for the City and HRA needs to be certified to the County by December 29, 2017. The budget needs to be adopted by the end of the year. The preliminary levies for the City and HRA were set at \$5,561,860 (3.5% increase from the 2017 levy) and \$124,718 respectively. This was the City levy used for the public hearing and presented in the attached budget informaiton.	
Alternatives, Options, Effects on Others/Comments: Based on a City levy of \$5,561,860, the estimated 2018 City tax rate 76.943%. The 2017 City tax rate was 75.058%, an estimated increase of 1.885%.	
Recommended Action/Motion: Two separate actions are needed: 1. Adopt a resolution setting the City and HRA levies for 2018. A draft resolution with the 3.5% increase for the City is attached. 2. Adopt a motion setting the 2018 budget as presented.	
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. ____:17

WHEREAS, the Brainerd City Council is required to set a Final Levy by December 29, 2017; and

WHEREAS, the Brainerd City Council held its first Budget Workshop on August 28, 2017 and subsequent workshop on November 27, 2017 and a public hearing on December 11, 2017; and

WHEREAS, the Brainerd City Council, during the Special Meeting, discussed the overall budget process, the overall expenditures and the debt service of the City;

NOW, THEREFORE BE IT RESOLVED by the City of Brainerd, County of Crow Wing, State of Minnesota that the following sums are the levy for the taxes payable in the year 2018:

\$5,561,860 plus \$124,718 for the HRA.

Adopted this ____ day of December, 2017

DAVID J. PRITSCHET
President of the Council

Approved this ____ day of December, 2017

EDWIN L. MENK
Mayor

ATTEST: _____
JAMES M. THOREEN
City Administrator

2018 PROPOSED BUDGET RECAP							
	REVENUES			EXPENDITURES			
	ESTIMATED		TOTAL	ESTIMATED			
	NON-LEVY	PRELIMINARY	ESTIMATED	EXPENDITURES	CAPITAL	TOTAL	
	REVENUE	TAX LEVY	REVENUE	W/O CAPITAL	REQUESTS	EXPENDITURES	DIFFERENCE
General Fund #101	\$5,349,346	\$2,211,944	\$7,561,290	\$2,341,655		\$2,341,655	\$5,219,635
Transfer to Airport			\$0	\$155,500		\$155,500	(\$155,500)
Transfer to Contingency			\$0	\$2,500		\$2,500	(\$2,500)
Transfer to IT Capital Fund			\$0	\$20,000		\$20,000	(\$20,000)
Transfer to Debt Service (Close out Bond Fund)			\$0	\$0		\$0	\$0
Public Safety #225	\$1,355,480	\$46,000	\$1,401,480	\$4,842,246		\$4,842,246	(\$3,440,766)
Transfer to Fire Capital Fund - Per FAB Agreement				\$94,283		\$94,283	(\$94,283)
Transfer to Fire Capital Fund				\$57,000		\$57,000	(\$57,000)
Transfer to Debt Service (from FAB)				\$51,946		\$51,946	(\$51,946)
Park #230	\$273,600	\$35,000	\$308,600	\$1,095,774		\$1,095,774	(\$787,174)
Transfer to Park Dedication Fund				\$0		\$0	\$0
Street & Sewer Fund #235	\$290,800	\$40,000	\$330,800	\$966,266		\$966,266	(\$635,466)
Transfer in from Parking Fund #2	\$10,000		\$10,000	\$0		\$0	\$10,000
Fund balance Policy		\$0	\$0	\$0		\$0	\$0
SUBTOTAL	\$7,279,226	\$2,332,944	\$9,612,170	\$9,627,170	\$0	\$9,627,170	(\$15,000)
<u>OTHER FUNDS</u>							
Capital #400	\$845,500	\$847,134	\$1,692,634	\$0	\$1,333,640	\$1,333,640	\$358,994
Transit Fund #203	\$1,139,012		\$1,139,012	\$1,058,012	\$81,000	\$1,139,012	\$0
Library Fund #211	\$3,075	\$147,416	\$150,491	\$150,491	\$0	\$150,491	\$0
Recycling Fund #227	\$44,750		\$44,750	\$46,610		\$46,610	(\$1,860)
Parking #236	\$25,000		\$25,000	\$20,653		\$20,653	\$4,347
Transfer to Street & Sewer Fund				\$10,000		\$10,000	(\$10,000)
Sanitary Sewer Fund #237	\$825,900		\$825,900	\$703,895		\$703,895	\$122,005
Storm Sewer Fund #238	\$378,700		\$378,700	\$324,420		\$324,420	\$54,280
Perm Impr Fund #240		\$340,838	\$340,838	\$340,838		\$340,838	\$0
Mayor's Contingency Fund #245	\$2,500		\$2,500	\$2,500		\$2,500	\$0
Hydrant Rent & E.C. #250	\$673,724	\$170,419	\$844,143	\$0		\$844,143	\$0
EDA #295	\$100	\$122,223	\$122,323	\$116,322		\$116,322	\$6,001
Debt Redemption		\$1,600,886	\$1,600,886	\$1,600,886		\$1,600,886	\$0
Transfer from General Fund			\$0			\$0	\$0
OTHER FUNDS SUBTOTAL	\$3,938,261	\$3,228,916	\$7,167,177	\$4,374,627	\$1,414,640	\$6,633,410	\$533,767
GRAND TOTAL ALL FUNDS	\$11,217,487	\$5,561,860	\$16,779,347	\$14,001,797	\$1,414,640	\$16,260,580	\$518,767

(5,653)