

# **CITY COUNCIL AGENDA**

Brainerd, Minnesota  
Monday, February 5, 2018  
7:30 P.M.  
Brainerd City Hall  
Council Chambers

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

2. **Roll Call**

\_\_\_ K. Bevans \_\_\_ D. Badeaux \_\_\_ G. Johnson \_\_\_ S. Hilgart

\_\_\_ J. Lambert \_\_\_ K. Stunek \_\_\_ 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 January 16, 2018
2. Special Meeting Held on January 29, 2018

*Documents:*

*[20180116\\_CCdraft.pdf](#)*

*[20180129 - Special Council Meeting draft.pdf](#)*

B. **Approval Of Licenses**

1. Contractor Licenses - 4 - New, 10 - Renewals

*Documents:*

*[2018-02-05 License RPT.pdf](#)*

C. **Department Activity Reports**

1. Mayor's Report
2. Fire Chief
3. Parks Director

*Documents:*

*Mayors Report.pdf*  
*Fire Dept Report.pdf*  
*Park Director report.pdf*

- D. Minnesota Lawful Gambling Application To Conduct Excluded Bingo - Submitted By St. Andrew's Catholic Church, 1108 Willow St., Brainerd. Bingo Events To Be Held March 10, 2018 And November 17, 2018.
  - E. Minnesota Lawful Gambling Application For Exempt Permit - Submitted By The Evangelical Lutheran Good Samaritan Society, 4800 W. 57th St., Sioux Falls, SD 57108 - For An Event To Be Held On May 7, 2018 At Jack's House, 300 Hwy 25 S., Brainerd
  - F. Temporary On-Sale Liquor License Application - Submitted By Brainerd Sports Boosters For An Event To Be Held April 21, 2018 At The Essential Health Sports Center, 502 Jackson St., Brainerd
  - G. Temporary On-Sale Liquor License Application - Submitted By Lakes Area Music Festival For An Event To Be Held February 25, 2018 At Luminary Fern, Northern Pacific Center, 210 Blacksmith Cir., Brainerd
6. Presentations
- A. Close~Converse - Annual Update And Contract Extension Discussion

*Documents:*

*Close~Converse.pdf*

7. Council Committee Reports

A. **Personnel And Finance Committee**

*Documents:*

*20180205\_PF.pdf*

1. Approval Of Bills & Payments To Contractors

| <u>Contractor</u>  | <u>Imp #</u> | <u>Project</u>                                | <u>Amount Paid</u> | <u>Amount Retained</u> |
|--------------------|--------------|-----------------------------------------------|--------------------|------------------------|
| S.E.H.             | 17-08        | SRTS & Sidewalk Ext. S. 6th St. thru 12/30/17 | \$127              | \$0                    |
| S.E.H.             | 14-15        | Airport Util. Ext. thru 12/30/17              | \$2,206            | \$0                    |
| City of Baxter     | 17-02        | 2017 Chip Seal & Striping - FINAL             | \$4,740            | \$0                    |
| Millsop Associates | 17-05        | Storage Tank Site Investigation thru 01/26/18 | \$4,624            | \$0                    |



2. Street And Sanitary Sewer Capital Equipment Purchases And Quotes

*Documents:*

*[Street and Sanitary Sewer Capital Equipment Purchases and Quotes.pdf](#)*

3. Resolution & Subscriber Agreement For MN Court Data Services

*Documents:*

*[RES Agreement PD MN Court Data Services.pdf](#)*

4. Resolution Approving Master Joint Powers Agreement (JPA) And Execution Of JPA And Court Amendment With Bureau Of Criminal Apprehension (BCA)

*Documents:*

*[2018-02 BCA-JPA-prosecution.pdf](#)*

5. Draft Policy And Memorandum Of Agreement Template For Hiring Full-Time Employees As Paid On-Call Firefighters

*Documents:*

*[FT Employees as POC Firefighters.pdf](#)*

6. 2018 HR Intern - Request Authorization To Advertise And Hire

*Documents:*

*[2018 HR Intern.pdf](#)*

7. Annual Review Of Investment Policy

*Documents:*

*[Annual Review of Investment Policy.pdf](#)*

8. Consulting Agreement With Hildi, Inc. For Actuarial Services To Comply With Government Accounting Standard Board (GASB) 74/75 Relating To Other Post Employment Benefits (OPEBs)

*Documents:*

*[Hildi Inc.pdf](#)*

9. Crow Wing County Historical Society Donation Request

*Documents:*

*[Historical Society Donation.pdf](#)*

10. Industrial Park Land Marketing Discussion

*Documents:*

*Industrial Park.pdf*

11. Revolving Loan Fund Policy Discussion/Approval

*Documents:*

*Revolving Loan Policy.pdf*

**B. Safety And Public Works Committee**

*Documents:*

*20180205\_SPW.pdf*

1. 2018 State Aid Allocation

*Documents:*

*2018 State Aid Allocation.pdf*

2. Airport Utility Easements

*Documents:*

*Airport Utility Easements.pdf*

3. Dellwood Drive Chip Seal Cost Share

*Documents:*

*Dellwood Drive Chip Seal Cost Share.pdf*

4. Event/Street Closure Application - St. Patrick's Day Parade

*Documents:*

*Event Application.pdf*

5. MnDOT S 6th Street Detour Agreement

*Documents:*

*Res - S 6th Street Detour Agreement.pdf*

6. Notice Of Hearing - Annual MS4 Stormwater Public Hearing

*Documents:*

*NOH - Annual MS4 Stormwater Public Hearing.pdf*

**8. Unfinished Business**

**A. Committee Resignations - Accept With Regret**

A. Dan Hegstad, Park Board - Effective February 5, 2018

*Documents:*

*Hegstad Resignation.pdf*

**B. Committee Recommendations - Recommended By Mayor Menk**

- A. Library Board - Loyal Hyatt - Term to Expire 12/31/2023
- B. Library Board Representative - Mary Koep - Term to Expire 12/31/2023
- C. Parks Board - Timothy Boeder - Term to Expire 12/31/2022
- D. Parks Board - Kara Schaefer - Term to Expire 12/31/2020
- E. Transportation Advisory - Mary Koep - Term to Expire 12/31/2018
- F. Transportation Advisory - Mary Wohl - Term to Expire 12/31/2018
- G. Transportation Advisory - Nathan Bertram - Term to Expire 12/31/2019
- H. Transportation Advisory - Kevin Larson - Term to Expire 12/31/2019

**COUNCIL LIAISON RECOMMENDATION:**

Region V: Council Member Pritschet

*Documents:*

*Committee Apps.pdf*

**C. Call For Applicants - Informational**

**(Application Information at the City's Website**

<http://www.ci.brainerd.mn.us>)

**PLEASE NOTE: THIS INCLUDES ANY EXPIRING TERMS UP FOR REAPPOINTMENT - ALL CURRENT MEMBERS ARE REQUIRED TO REAPPLY**

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

Charter Commission - 1 term (Expire 2020) - 1 term (Expire 2021)

Housing & Redevelopment Authority - 1 term (Expire 2022)

**9. New Business**

**A. Consideration Of New On Sale Wine And Beer License For Burrito California, 404 1/2 West Washington Street**

*Documents:*

*Burrito California Wine and Beer Application.pdf*

**B. Housing And Rehabilitation Grant Application**

- a.) Hold Public Hearing to Identify Community Development and Housing Need
- b.) Adopt Resolution Authorizing Local Government Application
- c.) Authorize Appropriate Signature on Citizen Participation Plan

*Documents:*

10. **Planning Commission**

A. **First Reading - Proposed Zoning Ordinance No. 1477 - Text Amendment  
To Section 17-8 C. Accessory Buildings, Uses And Equipment**

*Documents:*

*1st Ord Reading, Zoning Ord Text Amend- accessory buildings.pdf*

11. **Public Forum**

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

12. **Staff Reports**

(Verbal: Any Updates since Packet)

13. **Council Member Reports**

14. **Adjourn**

NOTE: Safety and Public Works Committee will meet at 7:00 P.M.  
Personnel and Finance Committee will meet at 6:30 P.M.

ANY INDIVIDUAL NEEDING SPECIAL ACCOMMODATIONS,  
PLEASE CALL 828-2307  
Visit the [City's Website](http://ci.brainerd.mn.us) (ci.brainerd.mn.us)

MISSION

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

Pursuant to due call and notice thereof, the regular meeting of the Brainerd City Council was called to order at 7:33 P.M. by Council President Pritschet.

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

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

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

MOVED AND SECONDED BY ALDERMEN HILGART AND STUNEK TO REMOVE ITEM #E. "ON-SALE / SUNDAY LIQUOR LICENSE – SUBMITTED BY ISAAC CARRANZA AND DEVON WALSTEAD, OWNERS OF SE'Z, 707 LAUREL STREET, BRAINERD" FROM THE CONSENT CALENDAR AND TO ADOPT THE CONSENT CALENDAR AS AMENDED.

Finance Director Hillman indicated a date error on a donation received for Parks and Recreation regarding the Donations & Contributions for 4<sup>th</sup> Quarter 2017. The document and resolution will be corrected.

- A. **Approval of the Minutes of the Regular Meeting held on January 2, 2018 – Approved**
- B. **Approval of Licenses - Approved**  
Contractor Licenses – 1 – New, 23 – Renewals
- C. **Department Activity Reports - Approved**  
1. Police Chief  
2. Finance Director
- D. **Resolution No. 05:18 - Accepting Donations & Contributions for 4<sup>th</sup> Quarter 2017 - Approved**
- E. **Temporary On-Sale Liquor License – Submitted by The Crossing Arts Alliance for an Event to be Held February 9, 2018 at 711 Laurel Street, Brainerd – Contingent Upon Background Check - Approved**

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

### **Council Committee Reports**

## **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> |
|-------------------|---------------|-----------------------------------------------|--------------------|------------------------|
| Anderson Brothers | 15-12         | S. 6 <sup>th</sup> Street Frontage thru 01/08 | \$1,260            | \$66                   |
| Tom's Backhoe     | 12/21/17      | DT Snow Removal                               | \$9,175            | \$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 Bevans, Badeaux, Johnson, Hilgart, Lambert, Stunek and Pritschet voted "aye." No member voted "nay." The Chair declared the motion carried.

### **Brainerd Sports & Marine Excise Tax - Approved**

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE REQUEST FROM BRAINERD SPORTS & MARINE TO FORGIVE THE EXCISE TAX PAID TO THE STATE AS LOCAL SALES TAX RATHER THAN BEING PAID DIRECTLY TO THE CITY FROM 2009-2016, AS WELL AS ANY PENALTIES AND INTEREST THAT MAY APPLY FROM THE CITY FOR NOT PAYING THE TAX DIRECTLY TO THE CITY AND REQUEST THEY OBTAIN A SECOND-HAND AUTOMOBILE LICENSE.

Committee Chair Johnson indicated Brainerd Sports & Marine had hired an in-house accounting employee in late 2016. It was discovered they had been paying their excise tax to the State with their monthly sales tax instead of paying it directly to the City. It is unknown if we received all the money from the state as a part of our local option sales tax. The issue has been corrected going forward.

### **Police Officer Resignation & Request for New Officer Hiring List - Approved**

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO ACCEPT WITH REGRET OFFICER NASH'S RESIGNATION, AUTHORIZE PAYMENT OF SEVERANCE AND FOR THE POLICE & FIRE CIVIL SERVICE COMMISSION TO ESTABLISH A NEW POLICE OFFICER ELIGIBILITY LIST.

### **Purchase of New Fire Tender Truck - Approved**

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE THE FIRE CHIEF TO MOVE FORWARD WITH THE PURCHASE OF A NEW FIRE TENDER TRUCK THROUGH THE H-GAC PROCESS.

### **Request for Funds to Assist with Asbestos Abatement – 707 Laurel Street – Held Over**

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO TABLE THE REQUEST UNTIL DEVELOPMENT AND APPROVAL OF A POLICY IS CREATED FOR FUND 209.

Committee Chair Johnson explained the discussion was to use Fund 209 for the revolving loan, but Fund 209 has not been established as a revolving loan fund. The policy will be developed defining the fund prior to approving.

**National Joint Powers Alliance (NJPA) Funding for 2018 Interns - Approved**

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE SUBMITTAL OF ELIGIBLE NJPA INTERN STAFFING AGREEMENTS FOR 2018.

**Compensation System and Pay Equity Study Update - Approved**

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, FOR THE HR COORDINATOR AND CITY ADMINISTRATOR IN COLLABORATION WITH THE APPROPRIATE DEPARTMENT HEADS TO REVIEW JOB DESCRIPTIONS AND MAKE A RECOMMENDATION TO THE COUNCIL.

**Agreement to Provide Health Care Services to Low Income Individuals - Approved**

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE MAYOR MENK TO APPROVE ESSENTIA HEALTH'S REGISTRATION IN THE 340B PROGRAM FOR 2018 AND TO VERIFY THERE IS AN INDIGENT CARE AGREEMENT CURRENTLY BETWEEN OUR ORGANIZATIONS (RETROACTIVE IF NECESSARY); FURTHER TO DIRECT STAFF TO WORK WITH ESSENTIA HEALTH TO DETERMINE IF THE CITY OR CROW WING COUNTY IS THE MORE APPROPRIATE ORGANIZATION FOR THIS TYPE OF AGREEMENT GOING FORWARD.

Committee Chair Johnson clarified the City is not providing any healthcare services nor paying for any services. The Mayor is simply signing a document that states Essentia Health provides healthcare services in our city and this document will allow Essentia Health to obtain discount prescriptions for income eligible residents.

**State Minnesota Investment Funds (MIF) – No Action Taken**

Committee Chair Johnson reported that further discussion is necessary to make a decision; therefore, there is no action being taken this evening.

**Safety and Public Works Committee Report**

**Pavement Management, Sanitary Sewer and Draft 5-Year Capital Improvement Plan Presentations - Informational**

Committee Chair Bevans reported discussion was held at Committee level by City Engineer Sandy and Assistant Engineer Fladung on the City's pavement management, sanitary sewer and 5-year capital improvements. Staff will be researching what percentage of property tax dollars goes to maintaining city sewers and roads.

**Multi-Use Trail Maintenance - Approved**

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO APPROVE THE CITY STREET DEPARTMENT MAINTAINING ALL MULTI-USE

TRAILS WITH ASSISTANCE FROM THE PARKS DEPARTMENT WHEN NECESSARY AS A LOW PRIORITY AND TO DIRECT STAFF TO PREPARE LANGUAGE TO AMEND THE CITY CODE.

**County Road 142 Easement Vacation – Crow Wing County Resolution - Approved**

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE RECEIPT OF ACKNOWLEDGMENT OF THE COUNTY ROAD 142 EASEMENT VACATION.

**Unfinished Business**

**Call for Applicants – Informational:**

**(Application Information at [www.ci.brainerd.mn.us/boards/](http://www.ci.brainerd.mn.us/boards/))**

**PLEASE NOTE: THIS INCLUDES ANY EXPIRING TERMS UP FOR REAPPOINTMENT – ALL CURRENT MEMBERS ARE REQUIRED TO REAPPLY**

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

Cable TV Advisory Committee – 1 term (*Expire 2020 – pending approval*)

Charter Commission – 1 term (Expire 2020) – 1 term (Expire 2021)

Housing & Redevelopment Authority – 1 term (Expire 2022)

Library Board Representative – 1 term (Expire 2023)

Library Board – 1 term (Expire 2023) – 1 term (*Expire 2023 – pending approval*)

Parks and Recreation – 1 term (Expire 2022)

Public Utility Commission – 1 term (Expire 2022)

Transportation Advisory Committee – 2 terms (*Expire 2018 – pending approval*)  
– 3 terms (*Expire 2019 – pending approval*)

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

Police & Fire Civil Service Commission – 1 term (*Expire 2020 – pending approval*)

**New Business**

**Resolution Providing for the Issuance and Sale of General Obligation Bonds, Series 2018A, in the Proposed Aggregate Principal Amount of \$5,735,000 – Adopted by Resolution No. 06:18**

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX TO ADOPT RESOLUTION NO. 06:18 PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2018A IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF \$5,735,000.

**RESOLUTION 06:18**

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

**Purchase Agreement for Water Tower Site - Approved**



MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, FOR APPROVAL AND APPLICABLE SIGNATURES ON THE PURCHASE AGREEMENT FOR A NEW WATER TOWER SITE IN THE AMOUNT OF \$50,000 PLUS CLOSING COSTS.

### **Planning Commission**

#### **Second Reading of Proposed Ordinance No. 1476 – An Ordinance Amending Section 22-8 – Off-Street Parking Requirement for Schools - Approved**

MOVED AND SECONDED BY ALDERMEN JOHNSON AND BEVANS TO HOLD THE SECOND READING OF PROPOSED ORDINANCE NO. 1476 – AN ORDINANCE AMENDING ZONING ORDINANCE SECTION 22-8 OFF STREET PARKING, NUMBER OF SPACES REQUIRED, REMOVING OFF STREET PARKING REQUIREMENTS FOR SCHOOLS.

Members Bevans, Badeaux, Johnson, Hilgart and Stunek voted “aye”. Members Lambert and Pritschet voted “nay”. The Chair declared the motion carried.

#### **ORDINANCE NO. 1476**

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART TO ADOPT ORDINANCE NO. 1476 – AN ORDINANCE AMENDING ZONING ORDINANCE SECTION 22-8 OFF STREET PARKING, NUMBER OF SPACES REQUIRED, REMOVING OFF STREET PARKING REQUIREMENTS FOR SCHOOLS.

Upon roll call, members Bevans, Badeaux, Johnson, Hilgart and Stunek voted “aye”. Members Lambert and Pritschet voted “nay”. The Chair declared the motion carried.

#### **Comprehensive Plan Steering Committee Vacancy Appointment - Approved**

MOVED AND SECONDED BY ALDERMEN HILGART AND JOHNSON, DULY CARRIED, TO ACCEPT WITH REGRET THE RESIGNATION OF EMILY MACDONALD FROM THE COMPREHENSIVE PLAN STEERING COMMITTEE AND TO APPOINT MR. P.J. SEVERSON.

### **Public Forum**

The Chair opened the Public Forum at 7:59 p.m.

No one came forward.

The Chair closed the Public Forum at 7:59 p.m.

### **Staff Reports**

City Planner Ostgarden distributed a newspaper insert to council members about the Crow Wing Energized Program. Mr. Ostgarden is a member of the Steering Committee for the program which is a united approach to improve health and wellness in our community. There will be a Health and Wellness Summit taking place for anyone interested on February 23, 2018 from 7:30 am - 2:00 pm at Lakewood Evangelical Free Church in Baxter.

City Administrator Torstenson announced her first two weeks as administrator has been going great and she is happy to be here.

### **Council Member Reports**

Council Member Johnson reported the Jaycees Ice Fishing Extravaganza is coming up soon and since the Super Bowl is in Minneapolis there has been a lot of media coverage in the area. Several news stations will be attending the contest which will be great for Brainerd.

Council Member Lambert announced if anyone from council is interested in forming a bowling team for the Good Samaritan Bowl charity event in May to let her know.

Mayor Menk reported the Roundhouse Brewery event for the Main Street Small Business Revolution was exceptional with about 300 people in attendance. The group toured downtown and interviewed store owners. The next phase of placing in the top 5 will be announced in early February.

### **Committee Recommendations – Recommended by Mayor Menk**

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPOINT MS. JAN LAMBERT TO THE CABLE TV ADVISORY COMMITTEE WITH A TERM TO EXPIRE DECEMBER 31, 2020.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPOINT MS. SHEILA DECHANTAL TO THE LIBRARY BOARD WITH A TERM TO EXPIRE DECEMBER 31, 2023.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPOINT MR. MICHAEL ANGLAND TO THE PUBLIC UTILITIES COMMISSION WITH A TERM TO EXPIRE DECEMBER 31, 2022.

MOVED AND SECONDED BY ALDERMEN HILGART AND LAMBERT, DULY CARRIED, TO APPOINT MR. JEFF CZECHOK TO THE TRANSPORTATION ADVISORY COMMITTEE WITH A TERM TO EXPIRE DECEMBER 31, 2019.

Council discussion took place regarding four of the Transportation Advisory Committee recommendations which were postponed due to more information is needed.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND BEVANS, DULY CARRIED, TO APPROVE THE FOLLOWING COUNCIL LIAISON APPOINTMENTS AS RECOMMENDED BY MAYOR MENK:

**Airport:** Council Member Stunek

**Transportation Advisory:** Council Member Lambert with Council Member Hilgart as an alternate.

### **Committee Recommendations – Recommended by Council President**

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART, DULY CARRIED, TO APPOINT MR. RAY CHARPENTIER TO THE POLICE & FIRE CIVIL SERVICE COMMISSION WITH A TERM TO EXPIRE ON DECEMBER 31, 2020.

**Adjourn To Closed Session Pursuant to MN Statutes, 13D.05, Subd. 3(B) for Attorney-Client Privilege to Discuss the Pending Litigation of Fire Fighters Union Local 4725 vs. The City of Brainerd – 8:17 p.m.**

The Chair reconvened into open session at 8:23 p.m.

**Adjourn**

The Chair adjourned the meeting at 8:23 p.m.

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Cassandra Torstenson  
City Administrator

**Brainerd, MN  
January 29, 2018**

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

The following members were noted present: Bevans, Johnson, Hilgart, Stunek, Pritschet and Mayor Menk. Members Badeaux and Lambert were absent. City Staff present included: City Administrator Torstenson and Finance Director Hillman.

City Administrator Torstenson explained the special council meeting is to consider the issuance of a liquor license for SE'Z, who will be operating in the basement at 707 Laurel Street. This item was pulled from the agenda at the last council meeting as staff needed additional time to verify the inconsistencies in the application and lease.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND BEVANS TO APPROVE THE LIQUOR LICENSE FOR SE'Z, 707 LAUREL STREET.

Members Bevans, Johnson, Hilgart and Pritschet voted "aye". Member Stunek voted "nay". The Chair declared the motion carried.

**Adjourn**

The Chair adjourned the meeting at 5:33 P.M.

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Cassandra Torstenson  
City Administrator

CITY OF BRAINERD  
LICENSED CONTRACTORS  
**CITY COUNCIL MEETING**  
**February 5, 2018**  
(4 New, 10 Renewals)

| CONTRACTOR                                                                                               | TELEPHONE      | TYPE | INSURANCE  | BOND       | STATE NO.                        |
|----------------------------------------------------------------------------------------------------------|----------------|------|------------|------------|----------------------------------|
| NOR-SON, INC.<br>7900 HASTINGS ROAD<br>BAXTER, MN 56425<br>18-0122                                       | (218) 828-1722 | GENL | 12/31/2018 | 12/31/2018 | BC001969                         |
| MOLIN CONCRETE PRODUCTS COMPANY<br>415 LILAC STREET<br>LINO LAKES, MN 55014<br>18-0123                   | (651) 786-7722 | MASO | 9/1/2018   | 12/31/2018 |                                  |
| GRAVELLE PLUMBING & HEATNG, INC.<br>223 FIRST AVENUE NW<br>AITKIN, MN 56431<br>18-0124                   | (218) 927-2624 | MECH | 9/1/2018   | 10/15/2018 | MB003759<br>PC645381<br>TS001809 |
| VANVICKLE MASONRY, LLC<br>5841 112TH STREET SW<br>PILLAGER, MN 56473<br>18-0125                          | (218) 820-3178 | MASO | 4/10/2020  | 12/31/2018 |                                  |
| ANDERSON BROTHERS CONSTRUCTION, LLC<br>11325 HWY 210 E<br>BRAINERD, MN 56401<br>18-0126                  | (218) 829-1768 | EXCA | 3/29/2018  | 12/31/2018 | L-3693<br>PB667019               |
| BIENIEK'S ABATEMENT SERVICES<br>5019 BLUFF ROAD<br>BIG LAKE, MN 55309<br>18-0127<br>(new)                | (651) 815-7852 | ASBE | 11/19/2018 | 12/31/2018 |                                  |
| MURPHY TOWER SERVICE, LLC<br>20220 HWY 5<br>CARLISLE, IA 50047<br>18-0128<br>(new)                       | (515) 989-9225 | TELE | 10/1/2018  | 12/31/2018 |                                  |
| HORIZON HEATING & SERVICES, INC.<br>112 CEDAR AVENUE SW<br>PO BOX 9<br>PILLAGER, MN 56473<br>18-0129     | (218) 746-4343 | MECH | 3/14/2018  | 11/10/2018 | MB003818<br>PC645766             |
| MASTER MOBILE HOME SERVICE, INC.<br>1486 CLOUD DRIVE NE<br>BLAINE, MN 55449<br>18-0130                   | (763) 755-7555 | MECH | 2/19/2018  | 9/3/2018   | MB003380                         |
| COLOR SIGN SYSTEMS DBA YESCO SIGN +<br>11096 61ST STREET NE<br>ALBERTVILLE, MN 55301<br>18-0131<br>(new) | (763) 497-1374 | SIGN | 8/15/2018  | 8/15/2019  | SB698858                         |

CITY OF BRAINERD  
LICENSED CONTRACTORS  
**CITY COUNCIL MEETING**  
**February 5, 2018**  
(4 New, 10 Renewals)

| CONTRACTOR                                                                                    | TELEPHONE      | TYPE | INSURANCE | BOND       | STATE NO. |
|-----------------------------------------------------------------------------------------------|----------------|------|-----------|------------|-----------|
| APH PLUMBING AND HEATING LLC<br>1082 STATE 84 SW<br>PINE RIVER, MN 56474<br>18-0132<br>(new)  | (218) 839-3060 | PLUM | 5/1/2018  | 12/31/2018 | PC724016  |
| J.M. HEATING COOLING & GEO SERVICES<br>1051 25TH AVENUE N<br>ST. CLOUD, MN 56303<br>18-0133   | (320) 492-8798 | MECH | 10/3/2018 | 10/3/2018  | MB658862  |
| NORTHSTAR METALWORKS DBA BRIANS WDG<br>10131 INDUSTRIAL ROAD<br>BRAINERD, MN 56401<br>18-0134 | (218) 829-8173 | WELD | 1/1/2019  | 12/31/2018 |           |
| KEN'S HEATING & MOBILE HOME SUPPLY<br>42281 290TH STREET<br>AITKIN, MN 56431<br>18-0135       | (218) 821-6720 | MECH | 5/4/2018  | 4/21/2018  | MB005039  |

## **MAYOR'S REPORT TO COUNCIL**

For the February 5, 2018 City Council Meeting



As I was walking down to work this morning and while I was shoveling Mother Nature's gift (snow), I began to realize that we are half way thru the cold season (winter). In just three months we will be seeing my favorite color, green, in new grass and leaves on trees. With this change in seasons we will begin to see the construction season spring into action.

There will be the reconstruction of Business 371 / 6<sup>th</sup> street and new homes being built. You will see the reconstruction of the old Brainerd Hotel / Holiday Inn with the hopes for opening for occupancy in the early summer. On Hwy 210, you may see construction of a new Thrifty White Pharmacy if all of the design issues are resolved.

In downtown, you are already seeing much needed progress on reconstruction of a number of buildings with the help of HRA and private investors. Currently, the south half of the block between 7<sup>th</sup> street and 8<sup>th</sup> Street most of the residential units along with the commercial space is being rebuilt / remodeled with the exception of only two store fronts and several residential units. We now have been referring to this as "Opportunity Square."

There has been much progress in the NP Center and BIC. Who would have thought these two areas of our city would have so much vitality?

Looking forward, we should be hearing from the Deluxe Small Business Revolution team if we have placed in the top 5. If so, the hard work of securing enough votes will begin. Winning this will mean that the central business district will get \$500,000.00 worth of renovation, coaching and marketing help. This would not have happened without our partners - Brainerd Lakes Chamber, BLAEDC and countless hours of community volunteers.

We have the River2Rail committee working on long range planning for our city with a big kick off meeting in the near future. This is a dream of Bruce Buxton that has grown beyond most people's imagination. This endeavor, working with all of our community's various forward thinking groups of volunteers will see a great progress in our community.

I do not want to forget the Riverfront Committee that is currently working on our portion of the mighty Mississippi River and the Comprehensive Plan Committee who is looking on the city's long-term plan for growth and sustainability.

With our new City Administrative leader Cassandra Torstenson, we are seeing new ideas to better serve our city and its residents.

I know I have missed some positive things that are happening in our community and I apologize and ask that you remind me so you and your efforts can be recognized.

I feel privileged to serve as the Mayor during such exciting times.

Ed Menk

# Brainerd Fire Department

To: Mayor and City Council  
From: Tim Holmes, Brainerd Fire Chief  
Date: January 31, 2018  
Re: January 31, 2018 Activity Report

As we look back a year, it is awesome to see all the progress we have made. Two new applications were implemented one year ago, StationCheck and Compliance Engine. Both are working out great and have been beneficial to the department. A year later, we are working with StationCheck to launch a new version of their software that will only improve its quality and benefits to us.



Our Assistance to Firefighters Grant application was completed and submitted. The requested funds will be for a turnout gear dryer. With the increased focus on firefighter health and safety, this turnout gear dryer will be beneficial in ensuring the firefighters are in decontaminated and clean gear. Thank you to Administrative Specialist Kraemer for all her extra work to complete this grant.

This month we had several great training opportunities. FM/DC Cox continues to attend the MBFTE Leadership Academy, the department hosted a National Fire Academy Class at the station; Intro to Unified Command, and FM/DC Cox attended a 5-day leadership command course at Camp Ripley, L-381. We also continue to train each Monday night and this month's training was OSHA, Right to Know, Bloodborne Pathogens, Haz-Mat Pre-Planning of target Hazards, and Petroleum/ Haz-Mat Spill Response.



We assisted with a few large events in the community including the Jaycee's \$150,000 Ice Fishing Extravaganza and Crossfit Grow's first annual Battle for the Axe fitness competition. Several Brainerd firefighters also competed in the fitness competition.





At our annual dinner we gathered with both current and retired firefighters to celebrate another great year and the outstanding commitment of service to the community. Retired Battalion Chief Bob Anderson was honored with a retirement axe from the Relief Association and a Tower Award from the City for his 21 years of service to the community. Joe Rubado was promoted to Battalion Chief and Matt Holmstrom was promoted to Captain.



Matt Holmstrom was named 2017 Brainerd Firefighter of the year.



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

|                                     |           |
|-------------------------------------|-----------|
| Structure Fire                      | 2         |
| Outside Rubbish Fire                | 1         |
| Medical Assist                      | 1         |
| Motor Vehicle Crash with Injuries   | 2         |
| Extrication                         | 1         |
| Hazardous Condition                 | 2         |
| Carbon Monoxide Incident            | 1         |
| Public Service, Assist Other Agency | 1         |
| Good Intent Call                    | 4         |
| Canceled Enroute                    | 6         |
| Authorized Controlled Burning       | 2         |
| Sprinkler Activation                | 1         |
| Alarm System Activation             | 4         |
| Carbon Monoxide Detector Activation | 2         |
| <b>Total</b>                        | <b>30</b> |

**City of Brainerd Incident Report**

|                                     |           |
|-------------------------------------|-----------|
| Outside Rubbish Fire                | 1         |
| Hazardous Condition                 | 2         |
| Carbon Monoxide Incident            | 1         |
| Public Service, Assist Other Agency | 1         |
| Good Intent Call                    | 2         |
| Canceled Enroute                    | 4         |
| Sprinkler Activation                | 1         |
| Alarm System Activation             | 2         |
| <b>Total</b>                        | <b>14</b> |

# Parks and Recreation Report

February 2018

Submitted by Tony Sailer, Director

- A Musco representative measured Field 3 to mark the light pole locations at Memorial Park. Musco plans to begin installing the light poles and lights, and re-aim the lights on Fields 1 and 2, in early February. Staff will work with the Street Department to plow areas around the field to allow access for the equipment required to drill holes and set the light poles. The electrical work will be done when the ground thaws this spring.
- The Park Board gave approval for Discovery Woods School to use one maple tree in Gregory Park to teach students about maple syruping this spring. Instructor Heidi Auel said she has parents and staff who are experienced in tapping trees and thought it would be a great learning opportunity for her students.



- The two bronze entrance signs to Gregory Park were refurbished by Little Falls Granite. Shown are the before and after pictures of one of the signs.
- Tim Boeder was named president of the Park Board for 2018, contingent on his reappointment to the Board. Troy Rushmeyer was named vice-president. Dan Hegstad has resigned from the Park Board due to other commitments.
- Staff applied for a \$20,000 playground grant from McKee Foods Corporation's Outdoor Happiness Movement Project.
- The Martin Luther King Jr. Fun Day planned Jan. 15 at Mill Avenue Park was cancelled due to cold temperatures.
- Registrations for the youth baseball state qualifiers this summer opened Jan. 2. The 12 and 13 & Under tournaments both filled up on Jan. 5 and the 14 & Under tournament filled up Jan. 8 for a total of 36 teams. The 10 and 11 & Under tournaments, which are open to 16 teams each, both had 13 teams registered as of Jan. 29.



# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Close~Converse - Annual Update and Contract Extension Discussion

|                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input checked="" type="checkbox"/> MAIN AGENDA                                                                                                    | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Cassandra Torstenson                                                                                                                                                                                                                                                                                   | <b>Department:</b><br>Administration                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Presenter (Name &amp; Title):</b><br>Mr. Nate Grotzke                                                                                                                                                                                                                                                                       | <b>Estimated Time Needed:</b><br>10 Minutes                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Summary of Issue:</b><br>Mr. Nate Grotzke with Close~Converse, the listing agent for the City's Industrial Park lots, will be at the full council meeting to update the Council on current commercial trends and the status of the lot sales. The current contract extension with Close~Converse expired December 31, 2017. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b>                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Consideration of a three or twelve month contract extension with Close~Converse and perform a market analysis.                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br>Is there a cost associated with this request: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>What is the total cost, with tax and shipping \$ _____<br>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u>                |                                                                                                                                                                                                                                                                                                                                                                                                                |

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

February 5, 2018  
City Hall Conference Room  
6:30 PM

1. Approval of Bills & Payments to Contractors

| <u>Contractor</u> | <u>IMP#</u> | <u>Project</u>                                           | <u>Amount Paid</u> | <u>Amount Retained</u> |
|-------------------|-------------|----------------------------------------------------------|--------------------|------------------------|
| S.E.H.            | 17-08       | SRTS & Sidewalk Ext S. 6 <sup>th</sup> St. thru 12/30/17 | \$127              | \$0                    |
| S.E.H.            | 14-15       | Airport Util. Ext. thru 12/30/17                         | \$2,206            | \$0                    |
| City of Baxter    | 17-02       | 2017 Chip Seal & Striping – FINAL                        | \$4,740            | \$0                    |
| Millsop Assoc.    | 17-05       | Storage Tank Site Investigation thru 01/26/18            | \$4,624            | \$0                    |

2. Street/Sewer Capital Equipment Quotes

3. Resolution & Subscriber Agreement for MN Court Data Services

4. Resolution Approving Master Joint Powers Agreement (JPA) and Execution of JPA and Court Amendment with Bureau of Criminal Apprehension (BCA)

5. Draft Policy and Memorandum of Agreement Template for Hiring Full-Time Employees as Paid On-Call Firefighters

6. 2018 HR Intern – Request Authorization

7. Annual Review of Investment Policy

8. Contract with Hildi, Inc. for Actuarial Services to comply with Government Accounting Standard Board (GASB) 74/75 Relating to Other Post Employment Benefits (OPEBs)

9. Crow Wing Historical Society Donation Request

10. Industrial Park Land Marketing Discussion

11. Revolving Loan Fund Policy Discussion



# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Street and Sanitary Sewer Capital Equipment Purchases/Quotes

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input checked="" type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                                                   | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Department:</b><br>Engineering                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Presenter (Name &amp; Title):</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Estimated Time Needed:</b><br>5 Minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Attached to this request is a memo and equipment quotes for the budgeted 2018 equipment purchases for the street and sanitary sewer departments.                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>There are a few options to consider that are outlined in the memo as far as trade-ins or listing it on public auctions. The funding options for the excess costs associated with the vactor are to either increase the equipment certificate bond amount, pay for the excess amount past the bond proceeds out of the Sanitary Sewer Fund 237, or do an inter-fund loan from Capital Equipment fund 400 to the Sanitary Sewer Fund 237.                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Staffs recommendation is to<br>1. Authorize the equipment quotes from the respective equipment dealers for the loader, snowblower, and vactor truck.<br>2. Authorize staff to accept trade-in values for the snow-blower and vactor and listing the 1991 loader on public surplus at a minimum bid of \$25,300.<br>3. Wait for further rate study analysis to determine whether an interfund loan will be necessary from Fund 400 to Fund 237 for the excess vactor costs over the bond proceeds.                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br><i>Is there a cost associated with this request:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><i>What is the total cost, with tax and shipping</i> \$ 658,209.20<br><i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><i>Please Explain:</i> For these pieces of equipment and estimated trade in values, we have budgeted \$570,000. Total quoted costs with trade-ins deducted is \$658,209.20. This number may decrease is the loader is sold on public auction at a higher value. |                                                                                                                                                                                                                                                                                                                                                                                                                |



# MEMO

**TO:** Personnel and Finance Committee

**FROM:** Paul Sandy, City Engineer

**DATE:** January 30, 2018

**SUBJECT:** Street and Sewer Capital Equipment Purchases

Engineering staff has been soliciting quotes from the State contract suppliers of the equipment that is budgeted for the year 2018. Below is a summary of the quotes being received from the suppliers.

## **Loader/Snow Blower Combination**

Staff solicited quotes from Ziegler Caterpillar and Macqueen Equipment for a Caterpillar 938M Loader and a SnoGo MP-3D Snow Blower attachment respectively. The quotes for the equipment can be seen attached to this memo. In total, staff had budgeted \$190,000 for the loader and \$160,000 for the blower with trade in values of \$30,000 each. The quoted costs for the loader and blower respectively are \$195,520.00 and \$158,759.20. Ziegler is offering a trade in for the 1991 Caterpillar 936E, as inspected, of \$25,300.00 while Macqueen is offering \$13,140.82 for the 1997 SnoGo Snow Blower trade in. However, Macqueen has indicated that the sooner a commitment is made to purchase the blower, they would be able to give us \$16,000 if they can get it on the market this year. These unit are readily available and do not need to be manufactured, so the sooner the Macqueen can get the older unit, the more they are willing to give us for trade-in value.

Other options if the council is not willing to take the trade-ins on these two pieces of equipment are to post them on a public auction website. Ziegler did recommend this option for the loader and listing it on public auction at the quoted price. Ziegler would still take the trade in if the public auction did not equate to a higher value. However, when looking at similar sales for the snow blower, it might not be worth it for the City to pursue public auction, as similar sales on blowers around the state have netted between \$7,500-\$12,600 this winter.

## **Vector Truck Combination**

Staff solicited quotes from Macqueen Equipment for the vector truck combination that is budgeted for 2018. The budgeted number for this equipment was \$350,000 with an approximate trade-in value of \$70,000. Staff organized a meeting with Macqueen staff to consider options for the truck and vector combination. The quote for the vector and the quote for the chassis can be seen attached to this memo. The total quoted cost for the vector unit is

\$278,257.00 and the total quoted cost for a Mack chassis is \$117,553.00 for a total unit cost of \$395,810.00. When staff was pricing out a unit for budgetary purposes, we were using a lot of the standard options for the unit. When speaking with Macqueen staff about how we use the truck and options that are available for accessing deeper lift stations and keeping suction on the truck when fully submerged, we found that a different blower configuration (vacuum) may be better suited for our purposes. The PD Blower listed on the quote (positive displacement) is more suitable for pulling material long distances vertically than the single fan blower. The PD blower also does not lose suction when completely submerged like a single fan blower does (much like a shop vacuum with a single fan). Other options on the truck include a 10' telescoping boom instead of the standard 8', a vertical cyclonic separator that is needed with the PD blower, and an indexing wind guide for the front hose.

The chassis that the unit is placed on is separate from the vactor unit itself. Because Sterling chassis no longer exist, The City started recently with going to Mack chassis for their plow trucks. The quote for the chassis came from Nuss Truck and Equipment, as Macqueen does not sell Mack chassis. Although the Mack is a little more expensive than a Freightliner or other standard chassis listed with the vactor unit, Mack has a greater resale value than other chassis on the market today. Including a Mack chassis with the truck will also help with consistency of ordering parts and service down at the street garage. With Sterling no longer being made, it is also hurting the trade in value of the current 1999 vactor truck, as this is mounted on a Sterling Chassis. Macqueen is offering the City \$50,580.00 for the City's current unit. The depreciated value of the existing unit is around \$37,000, however, with the recent repairs done to the pump and fan unit on the truck, we were able to negotiate with Macqueen for the extra \$13,580. Parts are getting increasingly hard to find for Sterling trucks, thus the lower value than anticipated. There is the option of listing this piece of equipment on public auction too, if the council deems it appropriate. However, with specialty units such as these, the market will inevitably dictate what we get off public auction. From staff's perspective, the trade-in might be the best option because of the uncertainty of the market for used vactors, especially mounted on a chassis that is no longer manufactured.

Staff realizes the error when budgeting for the vactor unit, as we should have sat down with the dealer and talked through our current sanitary and storm sewer maintenance operations and select a unit that works best and get solid quotes during the budgeting process. This unit has a 20-year life, and staff wants to ensure it will be what the maintenance staff needs into the future to maintain our aging system and keep it clean and functioning properly.



## Paul Sandy

---

**From:** John Monroe <John.Monroe@zieglercat.com>  
**Sent:** Wednesday, January 17, 2018 9:30 AM  
**To:** Paul Sandy  
**Cc:** brdss@brainerd.net  
**Subject:** City of Brainerd , Cat 938M quote

The following quote is prepared using the current MN state bid contract number L-331(5)

|             |                                                 |               |
|-------------|-------------------------------------------------|---------------|
| base        | 938M wheel loader                               | \$ 163,080.00 |
| option 2.2  | deluxe cab                                      | 1,880.00      |
| option 2.4  | AM / FM , Bluetooth                             | 460.00        |
| option 2.6  | ride control                                    | 2,520.00      |
| option 2.9  | premium seat                                    | 1,500.00      |
| option 2.12 | rear view camera                                | 670.00        |
| option 2.15 | windshield platform                             | 390.00        |
| option 4.2  | Whelan L22 strobe , amber                       | 560.00        |
| option 4.5  | 4 additional LED work lights                    | 570.00        |
| option 5.5  | Bridgestone 20.5R25 VSW LS tires                | 3,540.00      |
| option 6.3  | hydraulics , 3 <sup>rd</sup> valve , cplr ready | 1,700.00      |
| option 7.1  | Cat Fusion quick coupler                        | 2,590.00      |
| option 7.6  | GP 3.5 cyd bucket , bolt on edge                | 6,490.00      |
| option 7.21 | adapter , IT tools to Fusion coupler            | 3,530.00      |
| option 8.14 | extended coverage fenders                       | 1,330.00      |
| option 8.16 | front deflectors                                | 300.00        |
| option 8.21 | Cat autolube , factory install                  | 4,100.00      |
| option 8.24 | toolbox , lockable                              | 310.00        |
|             | Machine Total                                   | \$ 195,520.00 |
|             | Trade , 1991 Cat 936E , as inspected            | - 25,300.00   |
|             | Difference                                      | \$ 170,220.00 |

**Safety consideration :**

|             |                             |                     |
|-------------|-----------------------------|---------------------|
| option 2.13 | Cat object detection system | <del>2,190.00</del> |
|-------------|-----------------------------|---------------------|

**John Monroe**

Territory Manager | Ziegler CAT  
3311 Liberty Lane | Brainerd MN 56401  
218/821-5646 Mobile  
218/833-8526 Office  
218/833-8530 Fax  
john.monroe@zieglercat.com

[www.zieglercat.com](http://www.zieglercat.com)



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Ship To: SAME AS BELOW

Invoice To: CITY OF BRAINERD  
DEPARTMENT OF ENGINEERING  
CITY HALL - 501 LAUREL ST  
BRAINERD MN 56401

|                               |                        |                     |
|-------------------------------|------------------------|---------------------|
| Branch<br>01 - MACQUEEN EQUIP |                        |                     |
| Date<br>01/30/2018            | Time<br>10:54:31 (O)   | Page<br>1           |
| Account No<br>BRAIN001        | Phone No<br>2188282309 | Est No 03<br>Q00716 |
| Ship Via                      |                        | Purchase Order      |
| Tax ID No                     |                        |                     |
| AARON WINDSETH                |                        | Salesperson<br>171  |

## EQUIPMENT ESTIMATE - NOT AN INVOICE

Description      \*\* Q U O T E \*\*      EXPIRY DATE: 02/18/2018      Amount

SNOGO MP-3D SNOGO MP-3D LOADER MOUNTED SNOW BLOWER TO      158759.20  
INCLUDE ALL STANDARD FEATURES

\*

PRICE PER NJPA CONTRACT #080114-WAS MEMBER #18227:

\*

ADDITIONAL ACCESSORIES TO INCLUDE THE FOLLOWING:  
BOLT ON HITCH WITH DEALER SUPPLIED COUPLER \$1913.00

QUICK COUPLER \$1200.00

LOCAL CONTROL (ENGINE MOUNTED) \$3445.00

HEADLIGHTS \$788.00

FUEL WATER SEPARATOR HEATED \$1804.00

WIRELESS RADIO REMOTE \$4632.00

CARBIDE SHOES \$1515.00

(3) ICE CHIPPER/AUGER \$732.00

\*

DELIVERY \$735.00

\*

PRICING INCLUDES TRAINING

Authorization: \_\_\_\_\_      Subtotal: 158759.20  
Quote Total: 158759.20

*Quality Environmental Solutions and Support*

www.macqueeneq.com



STATE OF MINNESOTA  
PRICING PAGE -

1 of 1

Price quote for:

**COLLECTION BASIN / JET RODDER TRUCK**

|      | Make & Model                                                   | Vactor 2100 PLUS |                    |                        |
|------|----------------------------------------------------------------|------------------|--------------------|------------------------|
| 1.0  | <b>Price for base unit:</b>                                    | 1                | \$ 225,610.00      | \$ 225,610.00          |
| 2.4  | Automatic debris body washout system                           | 1                | \$ 1,400.00        | \$ 1,400.00            |
| 2.6  | 10 Cubic Yd. Debris PD Blower, 824 15"                         | 1                | \$ 7,373.00        | \$ 7,373.00            |
| 2.12 | 6" Rear Door Knife Valve Camloc, 3:00                          | 1                | \$ 1,151.00        | \$ 1,151.00            |
| 2.15 | 6" Decant / Knife Valve, Curbside / Street Side                | 1                | \$ 2,162.00        | \$ 2,162.00            |
| 2.22 | Folding Pipe Rack - Each                                       | 2                | \$ 971.00          | \$ 1,942.00            |
| 2.24 | Rear Door Splash Shield                                        | 1                | \$ 1,427.00        | \$ 1,427.00            |
| 2.25 | Lube Manifold                                                  | 1                | \$ 2,118.00        | \$ 2,118.00            |
| 2.26 | Debris Load Limit Alarm tied to Vacuum Relief                  | 1                | \$ 1,929.00        | \$ 1,929.00            |
| 2.34 | 2 - Camera System - Front and Rear                             | 1                | \$ 582.00          | \$ 582.00              |
| 3.1  | Vertical Cyclonic Separator (4 Cyclones)                       | 1                | \$ 4,900.00        | \$ 4,900.00            |
| 4.2  | 10' Telescoping Boom, 180 Degree Rotation                      | 1                | \$ 5,282.00        | \$ 5,282.00            |
| 4.4  | 10' Telescoping Boom Elbow, Hard Hat Style                     | 1                | \$ 434.00          | \$ 434.00              |
| 4.9  | Belly Pack Wireless Controls w/ Hose Reel Functions            | 1                | \$ 2,886.00        | \$ 2,886.00            |
| 5.1  | 80 GPM / 2500 PSI Water Pump <b>Standard</b>                   | 1                | \$ -               | \$ -                   |
| 5.6  | Rodder Pump Drain Valves                                       | 1                | \$ 464.00          | \$ 464.00              |
| 5.7  | Chassis Engine Cooling Package (Big Block Engines)             | 1                | \$ 3,381.00        | \$ 3,381.00            |
| 6.6  | Auto Level Wind Guide, Indexing                                | 1                | \$ 4,861.00        | \$ 4,861.00            |
| 6.7  | Hand Gun Hose Reel 1/2" x 35' <b>Standard</b>                  | 1                | \$ -               | \$ -                   |
| 6.8  | Hand Gun Hose Reel w/ Spring Retract                           | 1                | \$ 1,209.00        | \$ 1,209.00            |
| 6.9  | Handgun Coupler - Midship <b>Standard</b>                      | 1                |                    | \$ -                   |
| 6.12 | Intelliview Safety System, Hose Reel <b>Standard</b>           | 1                |                    | \$ -                   |
| 6.14 | Tachometer/Chassis Engine w/ Hour Meter <b>Standard</b>        | 1                |                    | \$ -                   |
| 6.15 | Water Pump Hour Meter <b>Standard</b>                          | 1                |                    | \$ -                   |
| 6.16 | Digital Hose Footage Counter                                   | 1                | \$ 1,590.00        | \$ 1,590.00            |
| 6.17 | Digital PSI Gauge                                              | 1                | \$ 590.00          | \$ 590.00              |
| 7.3  | Different Size Tank - 1300 Gallon - 10 & 12 Yrd Body           | 1                | \$ 2,536.00        |                        |
| 7.10 | Low Water Light / Alarm / Pump Flow Indicator                  | 1                | \$ 603.00          | \$ 603.00              |
| 7.14 | Stainless Steel Water Tanks <b>Standard</b>                    | 1                | \$ -               | \$ -                   |
| 8.1  | Curbside Toolbox 48W x 22H x 24D <b>Standard</b>               | 1                | \$ -               | \$ -                   |
| 8.2  | Front Bumper Mounted 16W x 12H x 18D / LED Markers             | 1                | \$ 1,844.00        | \$ 1,844.00            |
| 9.7  | LED Lights - Clearance, Backup - Stop/Turn/Tail <b>STD</b>     | 1                | \$ -               | \$ -                   |
| 9.10 | DOT 3 Lighting Package - 6 FS Strobe LED (8020PE)              | 1                | \$ 2,705.00        | \$ 2,705.00            |
| 9.15 | Worlights (2), LED, Boom (Ext., Tele., 5x5)                    | 1                | \$ 729.00          | \$ 729.00              |
| 9.18 | Hand Light w/ Bumper Plug                                      | 1                | \$ 348.00          | \$ 348.00              |
| 9.27 | Sonetics Noise Reduction APX377 - Full Duplex / Each           | 2                | \$ 904.00          | \$ <del>1,808.00</del> |
| 9.28 | Sonetics Noise Reduction APX379 - Full Duplex Bluetooth / Each | 1                | \$ 1,118.00        | \$ <del>1,118.00</del> |
| 9.30 | COMHUB - SCH305A 5 User                                        | 1                | \$ 2,435.00        | \$ <del>2,435.00</del> |
| 11.1 | St. Paul, MN 55106 Per Loaded Mile (134 Miles)                 | 1                | \$ 5.50            | \$ <del>737.00</del>   |
|      |                                                                | *                | <b>Total Cost:</b> | \$ 283,618.00          |

\$ 278,257.00

Print Date &amp; Time 1/30/2018 10:32

## Tandem Axle Cab &amp; Chassis

VENDOR NAME NUSS TRUCK &amp; EQUIPMENT

YEAR, MAKE AND MODEL 2019 MACK AF GRANITE 64FR (T) TA

This section for use when ordering

|             |                    |
|-------------|--------------------|
| WB          | 264"               |
| CA          | 196"               |
| AF          | 106"               |
| Rear Ratio  | 4.19               |
| Cab Color   | WHITE              |
| Wheel Color | ALUM               |
| Note        | BRAINERD VAC TRUCK |

Grand Total \$ 117,553.00

| Spec # | Description          | Qty | Price        | Subtotal     |
|--------|----------------------|-----|--------------|--------------|
| 1.0    | Price for Base Unit: | 1   | \$ 86,875.00 | \$ 86,875.00 |

## 2.0 FRAME OPTIONS

|      |                                                      |   |             |             |
|------|------------------------------------------------------|---|-------------|-------------|
| 2.1  | Front frame extension                                | 1 | \$ 886.00   | \$ 886.00   |
| 2.4  | Frame fastener option (bolt or huck spun)            | 1 | STD         |             |
| 2.47 | <b>DOUBLE FRAME - FULL IC REINFORCEMENT</b>          |   |             |             |
| 2.71 | 4,260,000 35.5 120,000 153 - 199 CA                  | 1 | \$ 2,501.00 | \$ 2,501.00 |
| 2.73 | <b>TRIPLE FRAME - FULL IC REINFORCEMENT</b>          |   |             |             |
| 2.91 | Tectyl 185 GW pigmented compound between frame rails | 1 | \$ 110.00   | \$ 110.00   |

## 3.0 FRONT AXLE/SUSPENSION/BRAKE/OPTION

|      |                                                                      |   |             |             |
|------|----------------------------------------------------------------------|---|-------------|-------------|
| 3.6  | 20,000 front axle and matching suspension - Mack FXL20               | 1 | \$ 2,147.00 | \$ 2,147.00 |
| 3.8  | Heavy duty front axle shocks                                         | 1 | STD         |             |
| 3.13 | Front brake dust shields                                             | 1 | \$ 18.00    | \$ 18.00    |
| 3.27 | Haldex front slack adjustors - Need same slack adjustor on rear axle | 1 | STD         |             |
| 3.29 | Meritor front brakes ILO of Bendix - requires Meritor rear brakes    | 1 | \$ 131.00   | \$ 131.00   |

## 4.0 4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS

|      |                                                                 |   |             |             |
|------|-----------------------------------------------------------------|---|-------------|-------------|
| 4.12 | ½ round universal joints                                        | 1 | STD         |             |
| 4.14 | Rear Dust Shields                                               | 1 | \$ 34.00    | \$ 34.00    |
| 4.16 | Meritor 18 MXL extended lube                                    | 1 | \$ 31.00    | \$ 31.00    |
| 4.28 | Mack S462 46,000# cast ductile iron housing                     | 1 | \$ 1,800.00 | \$ 1,800.00 |
| 4.41 | Mack SS40 44,000# multileaf camelback suspension with anti sway | 1 | \$ 330.00   | \$ 330.00   |
| 4.63 | Haldex automatic rear slack adjustor                            | 1 | STD         |             |
| 4.79 | Meritor rear brakes - 16.5"7" Q+                                | 1 | \$ 115.00   | \$ 115.00   |

## 6.0 TIRES/RIMS OPTIONS:

|      |                                                                      |   |           |           |
|------|----------------------------------------------------------------------|---|-----------|-----------|
| 6.1  | Nylon wafers or wheel guards on all wheels (10 ea.)                  | 1 | \$ 44.00  | \$ 44.00  |
| 6.9  | 10,500 lb. 22.5 x 12.25 front steel rims, 425/65R 22.5 J front tires | 1 | \$ 669.00 | \$ 669.00 |
| 6.10 | 11R 22.5 H rear tires                                                | 1 | \$ 656.00 | \$ 656.00 |
| 6.29 | Aluminum front wheel - 22.5 x 12.25                                  | 1 | \$ 387.00 | \$ 387.00 |
| 6.33 | Aluminum rear wheels - 22.5 x 8.25                                   | 1 | \$ 492.00 | \$ 492.00 |

## 7.0 BRAKE SYSTEM OPTIONS:

|      |                                                                                            |   |          |          |
|------|--------------------------------------------------------------------------------------------|---|----------|----------|
| 7.28 | MGM TR-T (Tamper Resistant brake chamber) reclock inlet ports for optimum ground clearance | 1 | \$ 68.00 | \$ 68.00 |
|------|--------------------------------------------------------------------------------------------|---|----------|----------|

AMENDMENT #1 FOR 2019 MODELS TA



| Spec #     | Description                                                                                                                               | Qty | Price       | Subtotal    |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| <b>8.0</b> | <b>ENGINE/EXHAUST AND FUEL TANKS OPTIONS:</b><br><b>(List Make &amp; Model, H.P., torque of engine and exhaust and fuel tank options)</b> |     |             |             |
| 8.12       | Mack MP8-425M 425HP@1500-1900 RPM (Peak) 21000 RPM Gov 1560 LB-FT Torque                                                                  | 1   | \$ 2,247.00 | \$ 2,247.00 |
| 8.15       | Clear Back of Cab - DPF & SCR Frame Mounted , RH Side under Cab                                                                           | 1   | \$ 114.00   | \$ 114.00   |
| 8.19       | No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End                                                 | 1   | \$ 318.00   | \$ 318.00   |
| 8.22       | Single (R/S) Vertical Straight Exhaust Stack Turned Out                                                                                   | 1   | STD         |             |
| 8.30       | Single, Bright finish heat shield & stack                                                                                                 | 1   | \$ 65.00    | \$ 65.00    |
| 8.68       | 93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank                                                                             | 1   | \$ 304.00   | \$ 304.00   |
| 8.96       | Bright Finish Fuel Tank Straps - Single Tank                                                                                              | 1   | \$ 32.00    | \$ 32.00    |

|            |                                                                                             |   |           |           |
|------------|---------------------------------------------------------------------------------------------|---|-----------|-----------|
| <b>9.0</b> | <b>ENGINE RELATED OPTIONS:</b>                                                              |   |           |           |
| 9.11       | Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter) | 1 | STD       |           |
| 9.12       | Coolant spin on filter/conditioner                                                          | 1 | \$ 47.00  | \$ 47.00  |
| 9.16       | Viscous fan drive - Behr Electronically modulated                                           | 1 | STD       |           |
| 9.18       | Curved exhaust pipe end                                                                     | 1 | STD       |           |
| 9.20       | Engine block heater                                                                         | 1 | \$ 65.00  | \$ 65.00  |
| 9.24       | Radiator bug screen                                                                         | 1 | STD       |           |
| 9.25       | Engine brake system                                                                         | 1 | \$ 604.00 | \$ 604.00 |
| 9.27       | Extended life anti-freeze                                                                   | 1 | \$ 20.00  | \$ 20.00  |
| 9.29       | Starter motor options - Delco 39MT-MXT                                                      | 1 | STD       |           |
| 9.41       | Delco 36SI Alternator, 165A Amp Brushless                                                   | 1 | \$ 178.00 | \$ 178.00 |
| 9.54       | Electric preheater                                                                          | 1 | \$ 53.00  | \$ 53.00  |
| 9.61       | PTO switch and light with wiring and piping                                                 | 1 | \$ 156.00 | \$ 156.00 |

|             |                                                                                                                                                                                                                                                                                                      |   |              |              |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--------------|--------------|
| <b>10.0</b> | <b>TRANSMISSION OPTIONS:</b><br><b>(After the first Six listed options, list manual and automatic transmission options. List make and model, # of speeds, type of shifting and whether or not transmission includes PTO gear(s) or not). Example: Allison 3000 HS, 5 speed, push button, no PTO.</b> |   |              |              |
| 10.5        | Synthetic (TranSynd) lubrication for Automatic Transmission                                                                                                                                                                                                                                          | 1 | \$ 301.00    | \$ 301.00    |
| 10.15       | Allison 4500-RDS 6 speed push button, PTO                                                                                                                                                                                                                                                            | 1 | \$ 13,776.00 | \$ 13,776.00 |
| 10.50       | Transmission oil cooler                                                                                                                                                                                                                                                                              | 1 | STD          |              |
| 10.54       | Allison shift to neutral when park brake engaged                                                                                                                                                                                                                                                     | 1 | STD          |              |
| 10.56       | Stainless steel transmission coolant pipes                                                                                                                                                                                                                                                           | 1 | \$ 175.00    | \$ 175.00    |
| 10.57       | Allison fill tune and dip stick under hood                                                                                                                                                                                                                                                           | 1 | \$ 138.00    | \$ 138.00    |

|             |                                                    |   |          |          |
|-------------|----------------------------------------------------|---|----------|----------|
| <b>11.0</b> | <b>ELECTRICAL OPTIONS:</b>                         |   |          |          |
| 11.8        | OEM daytime running lights                         | 1 | STD      |          |
| 11.9        | 3000 CCA batteries in lieu of 1950CCA              | 1 | \$ 66.00 | \$ 66.00 |
| 11.23       | Polished aluminum battery box cover                | 1 | \$ 52.00 | \$ 52.00 |
| 11.29       | Body Link w/o cab floor pass thru hole/rubber boot | 1 | STD      |          |
| 11.36       | Ecco back-up alarm 575 constant sound level        | 1 | \$ 74.00 | \$ 74.00 |

|             |                                                                                                 |   |           |           |
|-------------|-------------------------------------------------------------------------------------------------|---|-----------|-----------|
| <b>12.0</b> | <b>CAB EXTERIOR OPTIONS:</b>                                                                    |   |           |           |
| 12.7        | Remote control for dual mirrors & heated - Bulldog stylized mirrors with integral convex mirror | 1 | \$ 474.00 | \$ 474.00 |
| 12.13       | Imron and clear coat paint option                                                               | 1 | STD       |           |
| 12.15       | Cab Air Ride Suspension                                                                         | 1 | STD       |           |

**VENDOR INSTRUCTIONS**

| Spec # | Description                        | Qty | Price     | Subtotal  |
|--------|------------------------------------|-----|-----------|-----------|
| 12.16  | Tilting hood per Spec 12.8         | 1   | STD       |           |
| 12.21  | Front fender extensions            | 1   | \$ 105.00 | \$ 105.00 |
| 12.22  | Front fender mud flaps             | 1   | STD       |           |
| 12.28  | Front tow hooks                    | 1   | STD       |           |
| 12.49  | Led type marker & clearance lights | 1   | \$ 75.00  | \$ 75.00  |

**13.0 CAB INTERIOR OPTIONS:**

|       |                                                                                                                                                  |   |           |           |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|-----------|
| 13.5  | Slate Gray Color with brushed metallic instrument panel                                                                                          | 1 | \$ 292.00 | \$ 292.00 |
| 13.11 | Round universal gauge package                                                                                                                    | 1 | STD       |           |
| 13.14 | O.E.M factory installed, AM/FM Premium stereo, CD-Player, Weatherboard, Handfree interface, Bluetooth                                            | 1 | STD       |           |
| 13.18 | O.E.M factory installed, air conditioning                                                                                                        | 1 | STD       |           |
| 13.20 | Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)                                                                      | 1 | STD       |           |
| 13.21 | Transmission temp gauges                                                                                                                         | 1 | STD       |           |
| 13.24 | Transmission oil sensor (check & fill)                                                                                                           | 1 | STD       |           |
| 13.26 | Tilt & telescope steering wheel                                                                                                                  | 1 | STD       |           |
| 13.28 | Self canceling turn signals                                                                                                                      | 1 | STD       |           |
| 13.34 | Air-Sears Atlas 80 hi-back driver seat 4 chamber air lumbar                                                                                      | 1 | \$ 374.00 | \$ 374.00 |
| 13.40 | Mack fixed hi-back rider seat                                                                                                                    | 1 | \$ 44.00  | \$ 44.00  |
| 13.49 | Inboard mounted driver arm rest                                                                                                                  | 1 | \$ -      | \$ -      |
| 13.51 | Cloth with vinyl driver & rider seat                                                                                                             | 1 | \$ -      | \$ -      |
| 13.52 | Driver seat dust cover                                                                                                                           | 1 | \$ -      | \$ -      |
| 13.58 | Diagonal grab handle on inside of driver door                                                                                                    | 1 | \$ 35.00  | \$ 35.00  |
| 13.59 | Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring | 1 | STD       |           |
| 13.76 | Exhaust pyrometer, transmission oil temperature, manifold pressure and air application gauges                                                    | 1 | \$ 75.00  | \$ 75.00  |

**Total Cost:** \$ 117,553.00



# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5th, 2018

**Title of Item:** Resolution & Subscriber Agreement for MN Court Data Services

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input checked="" type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                            | <b>Action Requested:</b><br><input type="checkbox"/> Approve/Deny Motion<br><input checked="" type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>CHIEF MCQUISTON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Department:</b><br>POLICE                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Presenter (Name &amp; Title):</b><br>CHIEF MCQUISTON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Estimated Time Needed:</b><br>5 MINUTES                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Our current method of accessing court records through the Odyssey system does not provide access to the necessary documents for officers and clerical staff to have for enforcing court orders and preparing case files for prosecution. The Minnesota Government Access system to these court documents will provide that service. For access to that system, we need to enter into the attached Master Subscriber Agreement. We are requesting Council's authorization for the Police Chief to sign and execute the necessary agreement. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Approve the attached Resolution authorizing the Police Chief to sign and execute the Master Subscriber Agreement for police access to the Minnesota Court Data Services System.                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br>Is there a cost associated with this request: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>What is the total cost, with tax and shipping \$ _____<br>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u>                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                |

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING STATE OF MINNESOTA MASTER SUBSCRIBER AGREEMENT  
ON BEHALF OF THE OFFICE OF THE STATE COURT ADMINISTRATION  
WITH THE CITY OF BRAINERD ON BEHALF OF ITS POLICE DEPARTMENT  
FOR ACCESS TO THE COURT DATA SERVICES SYSTEM FOR GOVERNMENTAL AGENCIES**

**WHEREAS**, the Minnesota Judicial System offers access to government agencies to specific information through the Minnesota Government Access (**MGA**) system; and

**WHEREAS**, the City of Brainerd, Brainerd Police Department is an eligible government agency; and

**WHEREAS**, the Brainerd Police Department is already a functioning participant with the MN Judicial Branch system; and

**WHEREAS**, the Brainerd Police Department is seeking to gain additional information through MGA to create efficiencies and help ensure public safety is met; and

**WHEREAS**, the MGA is a tool allowing law enforcement to access important and timely information regarding court documents and court orders; and

**WHEREAS**, being a recipient of this information will assist law enforcement to be more thorough in investigations and more efficient processing case files for prosecution.

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

1. That the State of Minnesota Master Subscriber Agreement by and between the State of Minnesota acting through the Office of State Court Administration and the City of Brainerd on behalf of its Police Department, is hereby approved. A copy of the Agreement is attached to this Resolution and made a part of it.
2. That the Police Chief Corky McQuiston and his successor(s), is designated the Master Subscriber Agreement Signing Authority for the Brainerd Police Department and is authorized to sign the State of Minnesota Master Subscriber Agreement requesting access to MGA through the Minnesota Judicial Branch. The Signing Authority is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the utilization of this service.
3. To assist the Authorized Signing Authority with the administration of the agreement, Police Administrative Supervisor Julie McCullough is appointed the Account Manager for the Brainerd Police Department.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
DAVID J. PRITSCHET  
President of the Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
EDWIN L. MENK  
Mayor

ATTEST: \_\_\_\_\_  
CASSANDRA TORSTENSON  
City Administrator



# MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between  
Brainerd Police Department \_\_\_\_\_ ,  
(Government Subscriber Name)  
of 225 East River Rd, Brainerd, MN 56401 \_\_\_\_\_ ,  
(Government Subscriber Address)  
(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA  
Office of State Court Administration \_\_\_\_\_ ,  
of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 \_\_\_\_\_ ,  
(hereinafter "the Court").

## **Recitals**

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

## **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

### **1. TERM; TERMINATION; ONGOING OBLIGATIONS.**

- 1.1 Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

**1.2 Termination.**

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

**1.3 Subsequent Agreement.** This Agreement may be superseded by a subsequent agreement between the parties.

**2. DEFINITIONS.**

**2.1 “Agency Account Manager”** means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

**2.2 “Court Data Services”** means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently [www.mncourts.gov](http://www.mncourts.gov), or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 “Bulk Data Delivery” means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 “Court Integration Services” means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 “MNCIS Login Accounts” means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 **“Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 **“Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 **“Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
  - 2.5.1 **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
  - 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
  - 2.5.3 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
  - 2.5.4 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
  - 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **“Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **“Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 “Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 “Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 “Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is [www.mncourts.gov](http://www.mncourts.gov).
- 2.12 “SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 “This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 “Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 “User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).

**3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

**4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.**

**4.1 Authorized Access to Court Data Services and Court Records.**

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.2 Authorized Use of Court Data Services and Court Records.**

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.3 Dissemination of Court Records.** Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

**4.4 Training.** Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

**4.5 Violations.**

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

- 4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

#### **4.6 Sanctions.**

- 4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.
- 4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

### **5. GUARANTEES OF CONFIDENTIALITY.** Government Subscriber agrees:

- 5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.
- 5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.
- 5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.
- 5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

**5.5** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

**5.6** That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

**6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

**6.1 Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

**6.2 Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

**7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

**7.1 Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

**7.2 Required Acknowledgement by Government Subscriber's Individual Users.**

**7.2.1** Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

**7.2.2** The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

**8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

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

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

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

**8.4 Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential



Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

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

**8.6 Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.

  - 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

## **12.2 Access and Use; Log.**

- 12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.
- 12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
- 12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.
- 12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

**12.3 Personnel.** Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

**13. FEES AND INVOICES.** Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

- 14. MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

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

**15.2 ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

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

- 17. NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

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

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

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

1. **GOVERNMENT SUBSCRIBER**  
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By \_\_\_\_\_  
(SIGNATURE)

Date February 6th, 2018

Name (typed) Corky McQuiston

Title Police Chief

Office Brainerd Police Department

2. **THE COURT**

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Title CIO/Director

Information Technology  
Division of State Court  
Administration

Office \_\_\_\_\_

3. Form and execution approved  
for Court by:

By: \_\_\_\_\_  
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: \_\_\_\_\_

## User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, \_\_\_\_\_, as an employee/student attorney/contractor of \_\_\_\_\_ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Employee/Student Attorney/Contractor for Agency



# Brainerd City Council Agenda Request

Agenda Item #

**Requested Meeting Date:** February 5th, 2018

**Title of Item:** BCA Joint Powers Agreement for City Prosecution

|                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input checked="" type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                    | <b>Action Requested:</b><br><input type="checkbox"/> Approve/Deny Motion<br><input checked="" type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b> CHIEF MCQUISTON                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Department:</b> POLICE                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Presenter (Name &amp; Title):</b> CHIEF MCQUISTON                                                                                                                                                                                                                                                                                                                                                                                           | <b>Estimated Time Needed:</b> 3 MINUTES                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Summary of Issue:</b><br>The current Master Joint Powers Agreement(JPA) with the State of Minnesota through the Department of Public Safety, Bureau of Criminal Apprehension for our City Prosecutor is expiring soon. This agreement is for the City on behalf of the City Prosecutor for their necessary access to the Criminal Justice Data Network (CJDN) so they can continue to provide prosecution services to the City of Brainerd. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b>                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Approve the attached Resolution authorizing the City Administrator and Mayor to sign and execute the Master JPA and Amendment for the City Prosecutor's access to the CJDN.                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br><i>Is there a cost associated with this request:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><i>What is the total cost, with tax and shipping</i> \$ _____<br><i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u><br>Police Department budgets cost for quarterly payments to BCA for CJDN access.               |                                                                                                                                                                                                                                                                                                                                                                                                                |



**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Brainerd on behalf of its Prosecuting Attorney ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

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

**Agreement**

**1 Term of Agreement**

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

**2 Agreement between the Parties**

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

**2.2 Methods of access.**

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

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

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

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### **3 Payment**

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

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

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

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Matthew Mallie, City Attorney, 510 Norwood Street, Brainerd, MN 56401, (218) 828-2311, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6 Liability**

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

## **7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

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

## **8 Government Data Practices**

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## **9 Investigation of alleged violations; sanctions**

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

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### **9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

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

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

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

## **10 Venue**

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

## **11 Termination**

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

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

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

**1. AGENCY**

Name: EDWIN L. MENK  
(PRINTED)

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

Name: CASSANDRA TORSTENSON  
(PRINTED)

Signed: \_\_\_\_\_

Title: CITY ADMINISTRATOR  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

# **COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT**

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

## **Recitals**

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 136135, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11.** [reserved]

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

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

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

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

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

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

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

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

**15. WARRANTY DISCLAIMERS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

### 1. SUBSCRIBER (AGENCY)

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

Name: EDWIN L. MENK  
(PRINTED)

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

Name: CASSANDRA TORSTENSON  
(PRINTED)

Signed: \_\_\_\_\_

Title: CITY ADMINISTRATOR  
(with delegated authority)

Date: \_\_\_\_\_

### 2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

### 3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

### 4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_



**RESOLUTION NO. \_\_\_\_\_**

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

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Brainerd on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Police Chief, Corky McQuiston or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the Police Administrative Supervisor, Julie McCullough is appointed as the Authorized Representative's designee.

3. That the City Prosecutor, Matt Mallie or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Kristina Runde is appointed as the Authorized Representative's designee for the Prosecuting Attorney.

4. That Edwin L. Menk, the Mayor for the City of Brainerd, and Cassandra Torstenson, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
DAVID J. PRITSCHET  
President of the Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
EDWIN L. MENK  
Mayor

ATTEST: \_\_\_\_\_  
CASSANDRA TORSTENSON  
City Administrator



# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2017

**Title of Item:** Draft Policy and MOA template for hiring FT Employees as POC Firefighters

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input checked="" type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Kris Schubert                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Department:</b><br>Administration                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Presenter (Name &amp; Title):</b><br>HR Coordinator Kris Schubert                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Estimated Time Needed:</b><br>5 minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Hiring a full-time (FT) employee as a Paid on-call Firefighter (POC) was discussed at the December 18, 2017 Council meeting. At that meeting, the Council approved a conditional job offer for Brainerd Police Officer Paul Rosier subject to approval of a proposed policy by the City Council and entering into a Memorandum of Agreement (MOA) with the employee's union regarding this matter. Attached is a draft policy and MOA template that was prepared by our City Attorney's Office for your consideration.                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>Over the first 12 months of employment, Staff is planning to monitor how this policy financially impacts the City and if it would be easier and more financially advantageous to utilize a weighted average formula instead of the MOA agreement.<br><br>The Council action on 12/18/17 allowed staff to prepare the attached conditional job offer letter that was distributed to both Mr. Rosier and the LELS Union representatives. With the job offer letter, Staff informed the union of our interest to meet to discuss after the actual policy is approved by the Council. The union representative has been out of the office since the job offer was transmitted, but we will contact him again to schedule a meeting if the policy is approved. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Motion to approve a Policy authorizing hiring city employees to serve as Paid on-call Firefighters and the applicable MOA template as presented; further, to authorize staff to enter into negotiations with the LELS Union regarding said MOA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br><i>Is there a cost associated with this request:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><i>What is the total cost, with tax and shipping</i> \$ <u>unknown</u><br><i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>Please Explain:</i> It is very hard to estimate the actual additional cost for the city if this policy is implemented. Staff feels the additional cost is minimal compared to the value of hiring a known employee and not needing to incur the normal pre-employment testing costs.                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                |

## **POLICY REGARDING HIRING CITY EMPLOYEES TO SERVE AS PAID-ON-CALL FIREFIGHTERS**

### **Subdivision 1. Policy Statement**

The City Council of the City of Brainerd deems it advisable to allow City employees to also serve as paid-on-call firefighters, to the extent that responding to fire calls and other paid-on-call firefighter duties do not interfere with the City employee's other duties to the City, and if the City and the employee (and any collective bargaining unit representing the employee) are able to mutually agree upon the terms of any overtime payments that may become due to the employee due to his or her paid-on-call firefighter duties.

### **Subdivision 2. Hiring**

Subject to the terms of this Subdivision, and all applicable City hiring policies and procedures, City Administration may recommend the hiring of any current City employee as a paid-on-call firefighter. Before the Council accepts any such recommendation, approves hiring any current City employee as a paid-on-call firefighter, the City, the employee, and any collective bargaining unit representing the employee must enter into a written agreement governing the terms of any overtime payments that may become due to the employee as a result of the employee's paid-on-call firefighter duties.

### **Subdivision 3. Current City Employees Performing Paid-On-Call Firefighter Duties**

No City employee will be excused from his or her regular duties to perform paid-on-call firefighter duties unless either:

- A. The employee uses a vacation day, PTO day, or other available leave; or
- B. The City's Fire Chief and the Department Head of the Department in which the City employee regularly works agree that the employee may be excused from his or her regular duties to perform firefighter duties.

Leave taken pursuant to this Subdivision must conform with all applicable policies, contractual provisions, and/or provisions of collective bargaining agreements regarding the scheduling and utilization of leave.

In the event that the Fire Chief and the Department Head of the Department in which the City employee regularly works agree that the employee may be excused from his or her regular duties to perform firefighter duties pursuant to this Subdivision, the employee will be paid for the firefighter duties at the established paid-on-call rate and will be considered on an unpaid leave from his or her regular City duties, subject to the terms of any applicable contract or collective bargaining agreement.

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between the City of Brainerd (“City”), \_\_\_\_\_ (“Employee”) and the \_\_\_\_\_ (“Union”). The City, the Employee, and the Union are hereinafter referred to collectively as the “Parties,” and individually as a “Party.”

**Whereas**, the City and the Union are parties to a 20\_\_-20\_\_ collective bargaining agreement (“CBA”), which governs the terms and conditions of employment of the Employer’s \_\_\_\_\_ employees; and

**Whereas**, the Employee wishes to obtain a position with the City as a paid-on-call firefighter; and

**Whereas**, the CBA does not govern the terms and conditions of employment of the City’s paid-on-call firefighters; and

**Whereas**, the Parties wish to eliminate ambiguity that may arise in the event that the Employee is called on to perform paid-on-call firefighter duties during the Employee’s scheduled duties; and

**Whereas**, the Parties wish to agree on the rate of overtime pay that may become due to the Employee as a result of the Employee’s performance of paid-on-call firefighter duties.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements contained in this MOA and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Separation of Paid-on-Call Firefighter Duties: The Employee and the Union acknowledge and agree that the Employee’s position as a paid-on-call firefighter is not subject to the CBA, that the Employee does not acquire any right to continued employment or seniority with respect to the paid-on-call firefighter position by virtue of the CBA, and that, except as expressly provided herein, no provision of the CBA is applicable to the Employee’s position as a paid-on-call firefighter or firefighter duties.
2. Leave to Perform Service as a Firefighter: The Parties agree that, at the City’s sole discretion, the Employee may be granted an unpaid leave from the Employee’s duties as a \_\_\_\_\_ to perform service as a firefighter. Subject to the terms of the CBA regarding scheduling and use of leave, the Employee may also use accrued \_\_\_\_\_ leave to be excused from the Employee’s duties as a \_\_\_\_\_ to perform service as a firefighter.

3. Overtime for Service as a Firefighter: In accordance with the Fair Labor Standards Act (as amended) and 29 C.F.R. § 778.419 (as amended), the Parties agree that the City will pay the Employee overtime at a rate equal to one and one half (1 ½) the hourly non-overtime rate for paid-on-call firefighter duties, for all firefighting duties performed during overtime hours, and a rate equal to \_\_\_\_\_ times the Employee's regular hourly rate of pay, as described in the CBA, for all duties performed as a \_\_\_\_\_ during overtime hours. To the extent that this provision is found to be inconsistent with the Fair Labor Standards Act or other applicable law, the City shall pay the Employee overtime in accordance with such law.
4. Non-Precedential/No Legal Claims: This Memorandum of Agreement is non-precedential and will not be used by the City or Union to support or detract from any future grievance or complaint of any kind. This Memorandum of Agreement shall not constitute a binding precedent or past practice or be used in any way to interpret the CBA or seek similar benefits for any other employee in any manner to require the City to take similar action in the future. This Memorandum of Agreement shall not be used as evidence in any proceeding, other than with respect to the payment of these particular benefits to this Employee.
5. Complete Agreement: The Parties acknowledge that this Memorandum of Agreement constitutes the entire agreement between the parties relating to the Employee's entitlement to leave or overtime with respect to the Employee's provision of paid-on-call firefighting services. No Party has relied upon any oral statements or promises that are not set forth in this Memorandum of Agreement. No changes to this Memorandum of Agreement will be valid unless they are in writing and signed by all of the Parties.

Employer:  
City Administrator

For the Exclusive Representative:  
Union Representative

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Employee:

\_\_\_\_\_

Date: \_\_\_\_\_

January 16, 2018

Mr. Paul Rosier  
[REDACTED]



[www.ci.brainerd.mn.us](http://www.ci.brainerd.mn.us)

Dear Paul,

At its meeting held on Monday, December 18, 2017, the Brainerd City Council approved a conditional job offer to you for the Paid On-Call Firefighter position with the City's Fire Department. The terms and conditions of this position are generally as follows:

- You will initially be hired as a Trainee Paid On-Call Firefighter. Your 2018 starting wage will be \$9.02 per hour. This rate is set at 60% of the base wage of a regular Paid on-call Firefighter and also includes a \$3 per hour salary redirection as required by the Brainerd Fire Relief Association. For your information, below are the definitions for both a Trainee and Probationary Paid on-call Firefighter. You must successfully complete the requirements for both positions before advancing to the status of being a regular Paid on-call Firefighter.

Trainee Firefighter - An employee hired by the City of Brainerd as a Firefighter will be placed as a Trainee Firefighter at the rate of pay established by the City Council for a period up to two years. The employee will work on the training requirements and general operations of the Fire Department during this trainee time period. Upon successful completion of this time period, the employee can be moved up to Probationary Firefighter. The Fire Chief has the discretion to increase the Trainee period within reason, or move the employee to Probationary Firefighter at a time he or she deems appropriate.

Probationary Firefighter - A Firefighter that has successfully completed the Trainee Firefighter training can be moved up to Probationary Firefighter at the rate of pay established by the City Council for a period of one year. To move to a Probationary Firefighter they must have successfully completed the following; FFI, FFII, EMR, ICS 100, and ICS 200. The employee will continue to work on training and advanced operations at all emergency scenes. Upon successful completion of this time period, the employee can be moved up to the current regular pay of Firefighter established by the City Council. The Fire Chief has the discretion to increase the intermediate period within reason, or move the employee to a full pay Firefighter at a time he or she deems appropriate.

- The majority of our training is held on Monday evenings and you will be expected to attend said training. Otherwise, work hours will vary based on calls/alarms and when the Fire Chief determines you are ready to respond.
- This position is classified as part-time, non-exempt (overtime eligible). Wages, overtime, benefits, and all other terms and conditions of employment will be governed by the City of Brainerd's Employee Policy Manual and any applicable employment policies.

Mr. Paul Rosier  
Paid on-call Firefighter Conditional Job Offer  
January 16, 2018  
Page 2

This offer is contingent upon:

1. The City Council's approval of a policy allowing full-time employees to be hired as a Paid on-call Firefighter. Please note that it is the City's intent to review how this arrangement may affect your employment in both position after a one-year trial period. If management feels that negative consequences have been experienced during the trial period, the City may consider terminating your employment as a Paid On-Call Firefighter;
2. The city's ability to successfully negotiate a Memorandum of Agreement with Law Enforcement Labor Services Union (LELS), Local #65, to establish the overtime rate for your Paid on-call hours that conforms to the Policy described in Item 1;
3. Successful completion of pre-employment background check. Attached is our background check consent form. Please complete (including signing in the presence of a notary) and submit to HR Coordinator Kris Schubert at your earliest convenience; and
4. Proof of eligibility to work in the United States, as required by the Department of Homeland Security (please refer to the attached list of acceptable documents).

You will be contacted by HR Coordinator Kris Schubert when these four conditions are satisfied. At that time, the City will notify you of the expected first day of employment and the date/time/location you are to report for work.

After your hire date, you will need to become a member of the Brainerd Fire Department Relief Association. Please be aware that the current bylaws for the Relief Association require that a Paid on-call Firefighter must receive ten years of service credit before being vested (eligible for a pension); further, that the individual must respond to at least 33% of all calls each quarter in order to receive that quarter's service credit.

Congratulations and welcome to employment with the Brainerd Fire Department. Please contact either Fire Chief Tim Holmes or Human Resources Coordinator Kris Schubert at 218-828-2307 if you have any questions.

Sincerely,

CITY OF BRAINERD



Cassandra Torstenson  
City Administrator

/ks  
Enc.

c: Fire Chief Tim Holmes  
LELS Business Agent Andy Masterman  
Personnel File



# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** 2018 HR Intern - Request Authorization to Advertise and Hire

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input checked="" type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Kris Schubert                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Department:</b><br>Administration                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Presenter (Name &amp; Title):</b><br>HR Coordinator Kris Schubert                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Estimated Time Needed:</b><br>1 minute                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Summary of Issue:</b><br>In 2017, the City of Brainerd hired an HR Intern and utilized NJPA funds to pay for the Intern's wages. It was recently discovered that an HR Intern was not included in the 2018 budget; therefore, Staff is requesting authorization to advertise and hire an HR Intern in 2018. NJPA is willing to reimburse the City for wages up \$12 per hour. The City will be responsible for the employer's portion of payroll taxes.                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>To be more competitive, Staff published and posted our summer employment ad earlier this year. The HR Intern position was included in the ad that was published the last two weeks; however, the position will not be filled if that is Council's determination.<br><br>Staff realizes the importance of this position and will stress the confidentiality requirements both at the job interview and when someone is onboard. Attached is the reflection submitted by last year's HR Intern that was submitted to NJPA and the 2018 HR Intern job posting that was shared with several colleges. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Motion to authorize Staff to advertise for and hire an HR Intern in 2018.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br><i>Is there a cost associated with this request:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><i>What is the total cost, with tax and shipping</i> \$ 500.00<br><i>Is this budgeted?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><i>Please Explain:</i> This position was not included in the 2018 budget. The total cost reflects the maximum amount of the employer's payroll taxes assuming the individual can be hired for 100 working days.                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                |



*City of Brainerd/Brainerd Public Utilities  
Administration Department – Human Resources*



## **HR Intern**

### **NATURE OF WORK:**

The City of Brainerd is currently accepting applications for a HR intern. Primary duties are to assist HR staff with day-to-day human resources activities and related special projects. May be asked to provide support in recruitment, benefits, worker's compensation, safety, payroll, organizational development, wellness program, and/or other areas as needed.

### **EXAMPLES OF WORK:**

- Assist with day-to-day management of human resource programs including employee recruitment, selection and orientation.
- Assist and maintain City's Intranet and NeoGov web-based applicant tracking system.
- Assist with/coordinate wellness program activities.
- Research, survey and collect data for union negotiation preparations.
- Assist with records retention and storage, filing, correspondence, mailings, and other routine paperwork related items as needed.
- Perform other duties as directed.

### **MINIMUM REQUIREMENTS:**

- Enrolled in a post-secondary education pursuing a degree in human resources management or a closely-related field.
- Must be proficient in the use of computer equipment and software including word processing and web-based systems.

### **DESIRABLE QUALIFICATIONS:**

- Knowledge of Microsoft Office products.
- Previous office experience.
- An interest in local/municipal government.

**TERMS OF EMPLOYMENT\*:** Salary is \$12 per hour. This is an internship (temporary) position with flexible dates between mid-May through August. Work hours are generally 8 am to 4:30 pm, Monday through Friday, up to 40 hours per week (no overtime).

**APPLICATIONS:** We encourage applicants to submit applications online at the City of Brainerd website. Applications will be accepted until the position is filled with the first review of applications to occur February 23, 2018.

Applications are available on the City website: [www.ci.brainerd.mn.us](http://www.ci.brainerd.mn.us)

Or contact: Kris Schubert, HR Coordinator

City of Brainerd, 501 Laurel Street, Brainerd MN 56401

Phone: (218) 828-2307 Fax: (218) 828-2316

Email: [employment@ci.brainerd.mn.us](mailto:employment@ci.brainerd.mn.us)

**THE CITY OF BRAINERD IS AN EQUAL OPPORTUNITY EMPLOYER**

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

## Megan Duhn – 2017 HR Internship Reflection

My duties and responsibilities as the Human Resource Intern included assisting Kris, the HR Coordinator, in everyday HR duties. Some specific items included assisting in job position postings, setting up employee trainings, participating in the employee wellness committee, and maintaining/organizing personnel files. Another huge part of my internship was assisting in the new implementation of some technological pieces the city was getting. They had just started using an all online system for the staffing of their open positions. I helped create a guide/"How To" for posting jobs, reviewing resumes, and for creating reports in regards to applicants. I also helped with their new employee wellness platform, Benovate. I also created a "How To" so that the city can now create their own wellness activities on this platform. I also began the process of transitioning employee files from paper to electronic.

A highlight from my internship was the Employee Picnic. I assisted in the preparation, sending out flyers/posters for all employees, and setting up the event on the day of. I enjoyed this due to the involvement with all employees, which I see is a very important piece of Human Resources. Another piece of this internship was gaining relationships/friendships with the employees of the City!

I don't feel as if I faced any specific challenges in my internship. If I came across a task or question I was unsure of, I knew I had Kris as a resource, or anyone else within City Hall.

I think The City of Brainerd hosts a great internship program! They are very accommodating in regards to desk space, schedule flexibility, and giving resources/tools to learn. I think one suggestion would be to have the interns introduced at a council meeting, or have a 'Meet and Greet' with the council members, just to create that relationship.

Over my internship, I learned what part of HR I was really interested in. I realized that I enjoyed the portion that had to deal with staffing. I assisted with quite a few open job opportunities with Kris, and was able to learn that piece of HR very well. I also learned a lot about general office technology (ex: scanners, file organization, mail machines). It sounds simple, but those things you are NOT taught in school!

Following my internship, I was very interested in continuing my career within the local government. Most of the positions I applied for following my internship were within local governments. I have since accepted a full time job with a staffing agency, not within the public sector, but my goal is to get back someday!



# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Annual Review of Investment Policy

|                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input checked="" type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                     | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Connie Hillman                                                                                                                                                                                                                                                                          | <b>Department:</b><br>Finance                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Presenter (Name &amp; Title):</b><br>Finance Director Hillman                                                                                                                                                                                                                                                | <b>Estimated Time Needed:</b><br>5 Minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Per the City's investment policy, it is to be reviewed annually at the first regular meeting in February. Staff is not suggesting any changes at this time.                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b>                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Approve the policy as presented or provide additional direction to staff as to what the Council would like to have included in the Investment Policy.                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br>Is there a cost associated with this request: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>What is the total cost, with tax and shipping \$ _____<br>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u> |                                                                                                                                                                                                                                                                                                                                                                                                                |

## **CITY OF BRAINERD INVESTMENT POLICY**

This policy covers all monies of the City of Brainerd and includes deposits and investments of funds deposited in interest bearing accounts.

It is a common occurrence for the City of Brainerd to have cash balances in various fund accounts which, though allocated for a specific purpose, are temporarily not needed. It is the policy of the City that any fund with a cash balance which will remain unexpended for a reasonable period of time, shall be invested in a manner as outlined below.

The investment policy of the City of Brainerd encompasses the following principles:

1. Safety of principal
2. Chief Investment Officer
3. Consultants
4. Collateralization
5. Authorized investments
6. Prohibited investments
7. Maximum investment
8. Pooling of investments
9. Liquidity
10. Maximum interest earnings

### **SAFETY OF PRINCIPAL**

Safety of principal is the first priority in investing City funds. The City invests only in those investment instruments authorized by Statute, Minnesota Statutes Chapters *118A* and as amended set forth the authorized investments for a municipality. Depositories as designated shall have insurance through the FDIC (Federal Insurance). To ensure safety, it is the policy of the City that when considering an investment, all depositories under consideration be cross-checked against existing investments to make certain that funds in excess of insurance limits are not made in the same institution unless collateralized as outlined below.

### **CHIEF INVESTMENT OFFICER**

The chief investment officer will be the City Administrator/Clerk-Treasurer, who will assure compliance with this policy and further develop and maintain adequate controls, procedures and methods assuring safe and accurate accounting on a day-to-day basis, with the approval of the Personnel and Finance Committee of the Brainerd City Council. The day-to-day investment activities are handled by the City Finance Director and Secretary of the Brainerd Public Utilities Commission in accordance of this Policy. The City Administrator/Clerk-Treasurer will provide the Personnel and Finance Committee, on a regular basis, all and any information requested by the Committee. The Chairman of the Committee will, in turn, keep the elected officials fully apprised of any problems, changes or irregularities which may occur to assure proper handling of City funds.

### **CONSULTANTS**

The retention of consultants, agreements with money managers, etc., will not be authorized without express consent of the Council after recommendation by the Personnel and Finance Committee and the City Administrator/Clerk-Treasurer.

### COLLATERALIZATION

In accordance with Minn. Stat. 118A the total amount of the collateral computed at its market value shall be at least ten percent more than the amount on deposit at the close of the financial institution's bank day, except that where the collateral is irrevocable standby letters of credit issued by Federal Home Loan Banks, the amount of collateral shall be at least equal to the amount on deposit at the close of the financial institution's banking day.

Collateralization will be required on the following types of investments:

- (1) Certificates of Deposit
- (2) Demand Deposits

Collateral is limited to securities allowable pursuant to Minn. Stat. 118A.03.

For cash deposits on hand, collateralization shall be in the form of specific securities with an active secondary market for the County held by an independent third party as detailed in statute 118A.06. The only exceptions are Federal Depository Insurance Corporation (FDIC).

### AUTHORIZED INVESTMENTS

The City of Brainerd will only invest in securities authorized by Minnesota Statute 118A.04 and 118A.05.

Examples of authorized investments are as follows:

1. Savings/demand deposits
2. Certificates of Deposit (CD's)
3. U.S. Treasury obligations
4. U.S. Agency Securities such as:
  - a. Federal Home Loan Bank System (FHLB)
  - b. Federal Home Loan Mortgage Corporation (FHLMC)
  - c. Federal Farm Credit Bureau (FFCB)
  - d. Federal National Mortgage Association (FNMA)
5. Municipal Securities. The statute allows the City to invest in municipal securities of state or local government agencies with taxing power and a rating of "A" or better by a national bond rating agency.

### MAXIMUM INVESTMENT

It is the policy of the City to determine its cash balance on a daily basis for the purpose of investing excess funds.

### POOLING OF INVESTMENTS

For the purpose of making the maximum amount of funds available for investment, the cash for all City funds is pooled in an investment account. Interest earnings are allocated among the various funds based upon their semi-annual average cash balance.

### LIQUIDITY

The purpose of having part of the City's investment portfolio in very liquid funds is to ensure that funds will be available should unexpected large bills be presented for payment.

### MAXIMUM INTEREST EARNINGS

After the liquidity needs and scheduled maturity needs are satisfied, the balance of the funds available for investment are placed with institutions that offer the greatest safety and highest rate of return consistent with the maturities as determined by the City. Quotations or telephone bids are normally taken for all investments, whether they are short term or long term. This alleviates the problem of whom to place the investment with.

#### ANNUAL REVIEW

It shall be the practice of the City Council to review and approve the investment policy each year on the first regular meeting of February.

Reviewed and Approved this \_\_\_\_\_ day of February, 2018.

---

CASSANDRA TORSTENSON  
City Administrator



# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Consulting Agreement with Hildi, Inc. for OPEBs

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input checked="" type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Connie Hillman                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Department:</b><br>Finance                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Presenter (Name &amp; Title):</b><br>Finance Director Hillman                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Estimated Time Needed:</b><br>5 Minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>In 2009, the City sent out RFP's for actuarial services to compute its OPEB (Other Post Employment Benefits) liability as required by GASB standards 74 and 75. At the time we received 3 proposals and Hildi was the lowest (see attached). We renewed the contract for services with Hildi again for in October 2014 for the years 2015, 2016 and 2017. The City will need to have an actuarial valuation every two years starting 1/1/18 rather than every three years as done in the past. The fee for the study in 2015 was \$2,950 and we have been charged an annual amount of \$300-\$490 for the annual updates. Per Exhibit 1, the fee for the 2018 study is \$3,100 and the charge for the update for 2019 will be approximately \$800-\$1,000.                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>GASB 75 requires governmental units to compute and record a liability for any OPEB. The only OPEB liability the City has is an implicit rate liability from our health insurance. We have an implicit rate liability because we have retirees on our plan as required by law, and all employees pay a blended rate versus an age banded rate for coverage. The City does not fund the liability because in theory we are paying a higher rates now for health insurance because we have retirees and an aging workforce as part of our pool. This accounting standard does not have any affect on the actual rates paid for health insurance. The study includes City, BPU, HRA and Airport Employees, which the cost can be allocated among all entities. Staff can go out for RFP's for 1/1/20 evaluations if council desires. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Staff's recommendation is to approve the agreement for consulting services with Hildi, Inc. for 2018 in the amount of \$3,100 for 2018 and approximately \$800-\$1,000 for 2019.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br>Is there a cost associated with this request: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>What is the total cost, with tax and shipping \$ _____<br>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u> Part of unallocated professional services budgeted line item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                |

## **AGREEMENT FOR CONSULTING SERVICES**

This Agreement for Consulting Services ("Agreement") is entered into and dated October 17, 2017 by and between Hildi Inc. with offices located at 11800 Singletree Lane, Suite 305, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and City of Brainerd with offices located at 501 Laurel St., Brainerd, MN 56401 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or



obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall

reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Mr. Jim Thoreen  
City Administrator  
City of Brainerd  
501 Laurel St.  
Brainerd, MN 56401

If to Consultant: Hildi Inc.  
11800 Singletree Lane  
Suite 305  
Minneapolis, MN 55344  
Attn: Jill Urdahl, FSA  
President/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

**Company: City of Brainerd**

**Consultant: Hildi Inc.**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: Jill Urdahl

Title: \_\_\_\_\_  
(Print or Type)

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

**Exhibit 1 to  
AGREEMENT FOR CONSULTING SERVICES  
Consultant and Rate Schedule**

| Consultant Representative's Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Title                   | Effective Start Date                                                                                                                                                        | Expected End Date |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Hildi Inc. Actuaries and Consultants                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Consulting Actuaries    | January 1, 2018                                                                                                                                                             | December 31, 2019 |
| <b>Base Fees</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                                                                                                                                                                             |                   |
| The approximate budget for Hildi Inc. consulting services is as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                         |                                                                                                                                                                             |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>2018 Fiscal Year</b> | <b>2019 Fiscal Year</b>                                                                                                                                                     |                   |
| GASB 75                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$3,100                 | January 1, 2018 actuarial valuation to be used as base results. GASB 75 disclosures to be developed for the year ending December 31, 2019.<br>Approximately \$800 - \$1,000 |                   |
| These Base Actuarial Fees include the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         |                                                                                                                                                                             |                   |
| <ul style="list-style-type: none"><li>• An Actuarial Report including all information required by the GASB Statements. Hildi Inc. will provide an electronic copy and three hard copies.</li><li>• A results meeting by conference call to discuss the results.</li><li>• Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.</li><li>• Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.</li></ul> |                         |                                                                                                                                                                             |                   |
| All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.                                                                                                                                                                                                                                                                                                 |                         |                                                                                                                                                                             |                   |

**SERVICES OR REQUIREMENTS:**

The Agreement for Consulting Services is dated October 17, 2017.

**Company: City of Brainerd**

**Consultant: Hildi Inc.**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

City Hall  
501 Laurel Street  
Brainerd, Minnesota 56401



www.ci.brainerd.mn.us

**Mayor**

(218) 828-2308  
Fax (218) 828-2316

**City Administrator**

(218) 828-2307  
Fax (218) 828-2316  
admin@ci.brainerd.mn.us

**Civil Attorney**

411 Front Street  
P.O. Box 367  
(218) 828-2775  
Fax (218) 829-9768

**Criminal Attorney**

510 Norwood Street  
(218) 828-2311  
Fax (218) 825-8922

**City Engineer**

(218) 828-2309  
Fax (218) 828-2316  
jhulsether@ci.brainerd.mn.us

**Chief of Police**

225 East River Road  
(218) 829-2805  
Fax (218) 825-3489

**Fire Chief**

23 Laurel Street  
(218) 828-2312  
Fax (218) 828-2331  
tunderhill@ci.brainerd.mn.us

**City Planner**

(218) 828-2310  
Fax (218) 828-2316  
mostgarden@ci.brainerd.mn.us

**Director of Parks & Recreation**

1619 Washington Street N.E.  
(218) 828-2320  
Fax (218) 828-2791  
parks@ci.brainerd.mn.us

**Public Utilities**

P.O. Box 373  
Business  
(218) 829-8726 • fax (218) 829-4703  
Service  
(218) 829-2193 • fax (218) 829-2308  
email@bpu.org

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**MEMO**

9-21-09  
P+F  
#5

To: Mayor & City Council

From: Finance Director Theresa Goble *Theresa Goble*

Date: September 16, 2009

RE: GASB 43 and 45 – Approval of Actuarial Services Firm

At the August 17, 2009 meeting, the City Council approved sending out RFP's for an actuarial study in order for the City to be able to compute its OPEB (Other Post Employment Benefits) liability for the 2009 audit. The City received three proposals as listed below:

| Company                 | Fee Proposal                                                     |
|-------------------------|------------------------------------------------------------------|
| Hildi Incorporated      | Basic Fee: \$2,800,<br>Additional Services: \$100-\$250 per hour |
| Van Iwaarden Associates | Basic Fee: \$4,410<br>Additional Services: \$95-\$265 per hour   |
| Milliman, Inc.          | Basic Fee: \$7,000<br>Additional Services: Based on hourly rates |

I have discussed the proposals with Tom Koop of LarsonAllen and he concurs in my recommendation to retain Hildi Inc. to perform the actuarial study. Hildi's other local clients include Crow Wing County and Brainerd Public Schools. Their cost proposal is within the amount included in the 2009 budget for this item.

This item for approval to hire an actuarial firm will appear on the Personnel and Finance Committee agenda for the meeting on September 21, 2009. If you have any questions, please don't hesitate to contact me.

/ch

Cc: City Administrator Dan Vogt  
Todd Wicklund, BPU



# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Crow Wing Historical Society Donation Request

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input checked="" type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                  | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Connie Hillman                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Department:</b><br>Finance                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Presenter (Name &amp; Title):</b><br>Finance Director Hillman                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Estimated Time Needed:</b><br>5 Minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Please see the attached request from the Historical Society for a donation. Donations are usually prohibited unless there it is specifically authorized by statute or charter. Attached is information for the State Auditor's Officer, the League of MN Cities, and the State Revisor talking about donations. The donation wasn't specifically budgeted, but could be paid out Special Projects (2018 budget was \$28,000) or the general unallocated account. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>Below is a short history of past donations to the Historical Society:<br>2006 - \$500<br>2008 - \$500<br>2011 - \$200<br>2012 - \$400<br>2013 - \$300<br>2014 - \$300<br>2017 - \$300 (paid for out of Special Projects budget line item)                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Authorize and set an amount for the donation to the Historical Society or deny the donation request.                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br><i>Is there a cost associated with this request:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><i>What is the total cost, with tax and shipping</i> \$ <u>unknown</u><br><i>Is this budgeted?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><i>Please Explain:</i>                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                |

# CROW WING COUNTY

HISTORICAL SOCIETY  
MUSEUM & LIBRARY - EST. 1927

history@co.crow-wing.mn.us  
www.crowwinghistory.org

Mailing Address:  
P.O. Box 722  
Brainerd, MN 56401

Street Address:  
320 Laurel Street  
Brainerd, MN 56401

Phone: (218) 829-3268  
Fax: (218) 828-4434

RECEIVED

JAN 16 2018

CITY OF BRAINERD  
ADMINISTRATION

January 9, 2018

Jim Thoreen, Finance Director  
City of Brainerd  
501 Laurel Street  
Brainerd, MN 56401

The Crow Wing County Historical Society and Museum is making its annual request for donations from the townships and cities within the county. We appreciate the financial support we receive, but we understand that some townships and cities are unable to donate. In that case, please disregard this request. If you are donating for the first time or have not given for some time, we especially appreciate your generosity.

This year's donations will be designated for the maintenance and preservation of our collections.

The Crow Wing County Historical Society is a 501(c)(3) non-profit organization. The museum (old jail and sheriff's residence) is on the National Register of Historic Places. We continue to improve our exhibits and collections with devoted volunteers and a part-time staff. Our research library is a wealth of information for visitors interested in genealogy or local history. We invite you to visit our museum. We also have a website at [www.crowwinghistory.org](http://www.crowwinghistory.org)

Thank you in advance for your consideration.

Respectfully yours,

Don Samuelson  
President, Board of Directors

Hillary Swanson  
Administrator/Executive Director



Listed on the  
National Register  
of Historic Places





REBECCA OTTO  
STATE AUDITOR

## STATE OF MINNESOTA OFFICE OF THE STATE AUDITOR

SUITE 500  
525 PARK STREET  
SAINT PAUL, MN 55103-2139

(651) 296-2551 (Voice)  
(651) 296-4755 (Fax)  
[state.auditor@osa.state.mn.us](mailto:state.auditor@osa.state.mn.us) (E-mail)  
1-800-627-3529 (Relay Service)

### Statement of Position Public Expenditures: Donations and Dues

Public entities are often asked to give funds to support various groups and activities. While the causes may be worthwhile, public entities need to be cautious when making any financial commitments involving public funds.

In most circumstances, public entities have no authority to give away public funds as donations. Generally, in order to spend money, a public entity must have authority to do so. Authority for an expenditure may be specifically stated in a statute or charter, or it may be implied as necessary to do what an express power authorizes. In addition, the expenditure must be for a "public purpose."

#### Gifts/Donations to Private Individuals/Organizations

Following these general principles, donations to people, non-profits, charities, or other groups are not permitted unless they are based upon specific statutory or charter authority. For example, the Minnesota Attorney General's Office has issued opinions finding that cities have no authority to donate city funds to organizations such as the Red Cross or the Boy Scouts.<sup>1</sup> The assumption is that a gift of public funds to an individual or private entity serves a private rather than a public purpose.

Before a public entity makes a contribution, it is important for that entity to determine that it has specific authorization to make the expenditure. Here are some examples of specific, statutorily authorized appropriations:

- **Artistic Organizations.** A county, city or town may appropriate money to support artistic organizations.<sup>2</sup>
- **Historical Causes.** A town or city may appropriate annually a specified amount to a county historical society so long as the society is affiliated with, and approved by, the Minnesota Historical Society.<sup>3</sup> Cities have express authority to commemorate important and outstanding events in city history, and to appropriate money to collect, preserve and distribute its history data for future generations.<sup>4</sup> The Attorney General's Office recognizes that a city can advance money to a

<sup>1</sup> See, for example, Op. Att'y Gen. 59-A-3 (May 21, 1948).

<sup>2</sup> Minn. Stat. § 471.941.

<sup>3</sup> Minn. Stat. § 138.053.

<sup>4</sup> Minn. Stat. § 471.93.

Reviewed: December 2014  
Revised: April 2014

2007-1017

nonprofit to sponsor a centennial celebration.<sup>5</sup>

- **Prevention of Cruelty to Animals.** A county may appropriate money for maintenance and support of the local society for the prevention of cruelty to animals.<sup>6</sup>
- **Food Shelves.** Cities and counties may donate funds in the form of grants to food shelves providing food to the needy without charge.<sup>7</sup>
- **Senior/Youth Centers.** A county, city or town may appropriate money to support the facilities, programs, and services of a public or private, not-for-profit senior citizen center or youth center.<sup>8</sup>
- **Public Recreation Programs.** Counties, cities, towns and school districts may spend funds to operate programs of public recreation, recreational facilities, and playgrounds.<sup>9</sup> These programs may be conducted independently or with any nonprofit organization.
- **Promotion.** A city or urban town may appropriate up to \$50,000 annually to an incorporated development society or organization of this State, for promoting, advertising, improving, or developing the economic and agricultural resources of the city or urban town.<sup>10</sup> A city may appropriate money to advertise the city and its resources and advantages.<sup>11</sup> Similarly, a county may appropriate funds to a similar entity for promoting, advertising, improving or developing the economic and agricultural resources of the county.<sup>12</sup> The county statute does not contain an annual spending limit.
- **Employee Recognition.** Towns may spend funds to recognize volunteers, service efforts, and retiring town officers.<sup>13</sup> Counties and cities may spend funds for preventive health and employee recognition services.<sup>14</sup>
- **Community Celebrations.** Towns may spend funds to host or support a community celebration.<sup>15</sup> Cities or towns may spend funds on Memorial Day observances,<sup>16</sup> and may appropriate money for county or district fairs,<sup>17</sup> centennial and historical celebrations.<sup>18</sup> Statutory cities may spend funds to provide free musical entertainment.<sup>19</sup> The authority to purchase fireworks seems to be implied.<sup>20</sup>

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<sup>5</sup> See Op. Att’y Gen. 59a-3 (Jan. 18, 1968) (citing Minn. Stat. § 471.93).

<sup>6</sup> Minn. Stat. § 343.11.

<sup>7</sup> Minn. Stat. § 465.039.

<sup>8</sup> Minn. Stat. § 471.935.

<sup>9</sup> See generally, Minn. Stat. §§ 471.15 to .1911. Minn. Stat. Minn. Stat. § 469.189., and 471.16, subd. 1.

<sup>10</sup> Minn. Stat. § 469.191. In addition, Economic Development Authorities (EDAs) have authority to conduct activities advancing the city and its economic development, and to carry out other public relations activities to promote the city and its economic development. See generally, Minn. Stat. §§ 469.090-.1081 and Minn. Stat. § 469.1082 (county EDAs).

<sup>11</sup> Minn. Stat. § 375.83.

<sup>12</sup> Minn. Stat. § 469.189.

<sup>13</sup> Minn. Stat. § 365.10, subd. 12 (but electors must approve).

<sup>14</sup> Minn. Stat. § 15.46.

<sup>15</sup> Minn. Stat. § 365.10, subd. 12 (but electors must approve).

<sup>16</sup> Minn. Stat. § 465.50.

<sup>17</sup> Minn. Stat. § 38.12.

<sup>18</sup> Minn. Stat. § 471.93.

<sup>19</sup> Minn. Stat. § 412.221, subd. 15.

<sup>20</sup> Minn. Stat. § 624.22, subd. 1(a) (2) (A municipality may stage a fireworks display after obtaining a permit).

As an alternative to a donation, a public entity may enter into a contract with an organization to accomplish tasks that the entity is authorized to perform by statute or charter. For example, a city could not give money to the Boy Scouts for a recycling program, but the city could enter a contract with the Boy Scouts to do part of its recycling program. The amount of money paid to the Boy Scouts must be related to the value of the services they provide to the city.

### **Memberships and Dues**

There is no general authorization for cities to join “private” organizations; but there may be specific statutory or charter authority to join specific organizations. For example, cities and urban towns in Minnesota may pay dues to become members of the League of Minnesota Cities.<sup>21</sup>

Similarly, cities, counties, and towns may appropriate money for membership in county, regional, state, and national associations of a civic, educational, or governmental nature. These associations must have as their purpose the betterment and improvement of municipal governmental operations.<sup>22</sup> This authorization also allows public entities to participate in the meetings and activities of these associations.

A school board may authorize and pay for the membership of the school district or of any district representative designated by the board in those local economic development associations or other community or civic organizations that the board deems appropriate.<sup>23</sup>

The Attorney General’s Office has determined that local units of government may *not* pay dues to a local chamber of commerce<sup>24</sup>. However, because cities and urban towns may appropriate up to \$50,000 to an incorporated development society or organization for promotional activities, a city or urban town could contribute to a local chamber of commerce for one of the purposes authorized by statute, such as promoting the city or urban town.<sup>25</sup> Counties have similar authority but do not have the \$50,000 monetary cap.<sup>26</sup> The use of public funds would be limited to statutorily authorized activities. As a result, the OSA recommends that counties, cities, and urban towns create and maintain documentation that shows the funds have been given for specific statutory purposes.<sup>27</sup>

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<sup>21</sup> Minn. Stat. § 465.58.

<sup>22</sup> Minn. Stat. § 471.96.

<sup>23</sup> Minn. Stat. § 123B.02, subd. 24.

<sup>24</sup> See Attorney General Letter dated June 27, 1997 (attached).

<sup>25</sup> Minn. Stat. § 469.191. An EDA has broader authority to join an official, industrial, commercial or trade association, or other organization concerned with one of the EDA’s authorized purposes.

<sup>26</sup> Minn. Stat. § 375.83.

<sup>27</sup> Documentation includes, but is not limited, to minutes, resolutions and contracts.



# STATE OF MINNESOTA

OFFICE OF THE ATTORNEY GENERAL

RUBERT H. HUMPHREY III  
ATTORNEY GENERAL

June 27, 1997

GOVERNMENT SERVICES SECTION  
525 PARK STREET  
SUITE 300  
ST. PAUL, MN 55103-2106  
TELEPHONE: (612) 297-2040

Hans B. Borstad  
Staples City Attorney  
208 North Fourth Street  
Staples, MN 56479

Re: Staples Chamber of Commerce Membership

Dear Mr. Borstad:

I am in receipt of your letter asking whether the City of Staples is authorized to pay membership dues to the Staples Chamber of Commerce. After reviewing prior opinions of the Attorney General on this issue as well as the relevant Minnesota statutes, it is my opinion that, while the City of Staples would be authorized by statute to appropriate up to \$50,000 annually to the Staples Chamber of Commerce in certain circumstances, the City would not be permitted to contribute this money in the form of membership dues absent specific authority to do so in the City Charter.

It is well settled in this state that a municipal corporation has only such powers as are expressly conferred upon it by statute or its charter, or necessarily implied therefrom. It has no inherent power. Borgelt v. City of Minneapolis, 271 Minn. 249, 135 N.W.2d 438 (1965); see generally 13A Dunnell, Minn. Digest 2d Municipal Corporations § 3.01a (3rd Ed. 1981). This longstanding principle was relied upon by our office in Op. Atty. Gen. 63-b-1, May 11, 1944, which concluded that the City of New Ulm, a home rule charter city, was without authority, under state law or local charter provision, to subscribe and pay for one or more memberships in a civic and commerce association which was a reorganization of a businessmen's association. Similarly, in Op. Atty. Gen. 218r, February 24, 1949 (1950 Attorney General Report No. 103), we concluded that the Village of Buffalo (now a statutory city) could not join or pay dues to a local chamber of commerce since no such power was conferred upon it by statute. In connection with this issue, your letter refers to three statutes as potential sources of authorization to take the action you describe.

Minn. Stat. § 469.189 (1944), authorizes the governing body of certain cities to appropriate money to advertise the municipality, its resources and advantages. This Office has taken the position that there is a distinction between statutory authorization to appropriate and use money for a purpose, and authorization to contribute money to a body generally committed to advancing a purpose. See, e.g., Op. Atty. Gen. 59a3, January 15, 1959, wherein we determined that statutory authority for a city to "appropriate money" for purposes of historical preservation and observances permitted the city to contract with the county historical society for specific services, but not to donate funds to the society to expend in its own discretion. For the

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same reasons, we conclude that section 469.189 (1996) does not authorize the city to donate funds or purchase a "membership" in the local chamber of commerce.

Minn. Stat. § 469.191 (1996) provides:

A home rule or statutory city or town described in section 368.01, subdivision 1 or 1a, may appropriate not more than \$50,000 annually out of the general revenue fund of the jurisdiction to be paid to any incorporated development society or organization of this state for promoting, advertising, improving, or developing the economic and agricultural resources of the city or town.

It is our understanding that this section was first enacted in 1989 primarily to allow small rural towns to participate in an organization called the Minnesota Initiative Fund, an organization which received grants from the McKnight Foundation matching certain contributions from towns and cities. However, contemporaneous legislative history indicates an understanding by the legislature that this law would also allow a city or town to contribute up to \$50,000 annually to a local chamber of commerce. This seems to be a reasonable interpretation of the language of Minn. Stat. § 469.191, and it is my opinion that this provision would authorize the City of Staples to contribute up to \$50,000 annually to the Staples Chamber of Commerce.

Authority to contribute does not necessarily permit membership, however. In general, it has been our view that authority of local units of government are not authorized to form or join "private" organizations absent specific statutory authority. *See, e.g.,* Op. Atty. Gen. 92a-30, January 29, 1986; 733, July 29, 1988. For example, Minn. Stat. § 144.581 (1996), which is mentioned in those opinions, authorizes hospital authorities to join and sponsor memberships in certain organizations.

In addition, the Legislature has addressed the authority of municipalities to provide for municipal membership in certain local, state and national associations. In addition, cities are expressly authorized by Minn. Stat. § 465.58 (1996) to pay annual dues in the League of Minnesota Cities and the expenses of delegates attending the meetings thereof. Neither of these sections would apply to your situation, however.

A broader grant of authority is found in Minn. Stat. § 471.96, subd. 1 (1996), which provides as follows:

The governing bodies of cities, counties, and towns are hereby authorized to appropriate necessary funds to provide membership of their respective municipal corporations or political subdivisions respectively in county, regional, state, and national associations of a civic, educational, or governmental nature which have as their purpose the betterment and improvement of municipal

Hans B. Borstad  
June 27, 1997  
Page 3

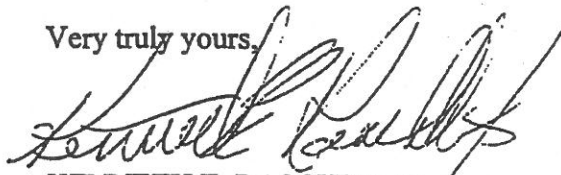
governmental operations. Cities, counties, and towns are also authorized to participate through duly designated representatives in the meetings and activities of such associations, and the governing bodies of cities, counties and towns respectively are authorized to appropriate necessary funds to defray the actual and necessary expenses of such representatives in connection therewith. For purposes of this section, the governing body of a town is the town board.

From our understanding of the nature of such organizations, it does not appear that chambers of commerce can be characterized as "associations of a civic, educational, or governmental nature which have as their purpose the betterment and improvement of municipal government operations" within the purview of this statute, even though their interests may include such objectives.

Subdivision 2 goes on to provide that the statute does not affect "any statutory, charter or common law power of cities" to provide for membership and participation in state and national associations. I am aware of no general statutory or common law power on the part of cities to provide for membership.

For the foregoing reasons, we conclude that the city lacks statutory authority to purchase membership in the local chamber of commerce. While it is possible that such authority might be contained in the City's Charter, your letter does not refer to any such charter provision, and we do not ordinarily undertake in our opinions to construe provisions of local charters. See Op. Atty. Gen. 629a, May 9, 1975.

Very truly yours,



KENNETH E. RASCHKE, JR.  
Assistant Attorney General

(612) 297-1141

KER:lt  
AG:25442 v1



## RELEVANT LINKS:

[Minn. Stat. § 465.50.](#)

[Minn. Stat. § 471.93.](#)  
[Section II-R, \*Historical\*.](#)

[Minn. Stat. § 471.935.](#)  
[Minn. Stat. §§ 471.15-.191.](#)  
[Office of State Auditor,](#)  
[Statement of Position:](#)  
[Expenditure of Public Funds](#)  
[to Schools and Senior](#)  
[Programs, Oct. 14, 2016.](#)

[Minn. Stat. § 412.221, subd.](#)  
[34.](#)

[A.G. Op. 59-a-22 \(Dec. 4,](#)  
[1934\).](#)

[MN State Auditor, Statement](#)  
[of Position Public](#)  
[Expenditure: Donations and](#)  
[Dues.](#)

[Minn. Stat. § 469.191.](#)

- The society or association is a member of the Minnesota State Agricultural Society; and
- The fair is held within the city's or town's corporate limits or within close-proximity to the corporate limits.

## 2. Memorial Day observances

All cities have the authority to spend money for Memorial Day observances in commemoration of the noble and valiant deeds of the nation's dead soldiers. Cities may spend up to \$300 annually for each 75,000 of population.

## 3. Centennial and historical celebrations

The statutes do not specifically authorize cities to spend money for city centennial celebrations.

An argument can be made, however, that cities may spend money on such local celebrations under a statute allowing cities to spend money to commemorate important historical events that occurred in the city. A later section of this memo discusses this authority in more detail.

## H. Community centers

Any city may appropriate money to support the facilities, programs, and services of a public or private nonprofit senior citizen or youth center. No specific authority expressly allows cities to finance other community centers, but many cities have done so through the state recreation statutes.

## I. Decorations

Statutory cities may spend money on decorations, signs, plaques, and attached accessories for public streets, buildings, and parks. Cities should use caution to ensure that decorations, such as those for the Christmas holidays, are not primarily religious in nature.

## J. Donations

Cities often get asked to make donations to organizations operating for good causes. Generally, without express authority by charter or statute, cities do not have authority to appropriate or give away public funds as donations to any person, corporation or private institution. This does not mean, however, that a city can never contribute to an association or a corporation; but, to do so, the expenditure must further a public purpose and must be authorized by a statute or charter. Indeed, some statutes specifically allow support for certain organizations and causes.

## RELEVANT LINKS:

Handbook, *Community Development and Redevelopment*.

A.G. Op. 59-a-3 (May 21, 1948).  
A.G. Op. 218-r (Aug. 15, 1951).  
A.G. Op. 59-a-22 (Aug. 7, 1951).  
A.G. Op. 476-b-2 (Apr. 20, 1944).  
A.G. Op. 218-r (Feb. 10, 1942).  
A.G. Op. 476-b-2 (Apr. 29, 1954).  
Office of State Auditor,  
Statement of Position:  
Expenditure of Public Funds  
to Schools and Senior  
Programs, Oct. 14, 2016.

Minn. Stat. § 412.221, subd. 2.  
Minn. Stat. § 349.213.

Minn. Stat. § 349.12.

Minn. Stat. § 471.941.

For example, a specific state law exists that allows cities to give donations (of up to \$50,000 per year) to any incorporated developmental society or organization. Also, various statutory economic development tools make it possible for cities to make certain contributions toward development and redevelopment. Again, cities should consult with their city attorneys or bond attorneys regarding allowable expenditures for development.

### 1. Nonprofit organizations in general

The attorney general and the state auditor, over the years, have considered the question of whether cities can donate public funds to various groups. Public expenditures to the following groups or organizations do not have statutory authority and are invalid:

- Supporting the Boy Scouts.
- Sponsoring a local bowling team.
- Sponsoring a local kittenball team (like softball).
- Helping the American Legion build a Legion Hall.
- Supporting the Red Cross.
- Supporting a campaign to stop expansion of a neighboring city airport.
- Supporting schools.

Cities have other options to support nonprofits. For example, the city could use its contracting power to indirectly support nonprofits, such as contracting with a club to spend a Saturday cleaning up public grounds in exchange for money. Also, if a city maintains a fund created from gambling proceeds, those proceeds may be used for many types of charitable contributions that further a lawful purpose. The city should consult with its city attorney to ensure that the use of gambling proceeds complies with the statutory requirements of a lawful purpose expenditure.

### 2. Artistic organizations

Counties, cities, and townships may appropriate money to support artistic organizations. The governing body may divide the appropriation among multiple artistic organizations in proportions determined by the governing body.

An association, corporation, or other group that provides an opportunity for people to participate in the creation, performance, or appreciation of artistic activities qualifies as an “artistic organization”. The statute provides examples of “artistic activities” that cities can support; however, it, by no means, represents an exclusive list.



## RELEVANT LINKS:

Minn. Stat. § 469.191.  
A.G. Op. (June 27, 1997)  
(informal letter opinion to  
Staples).  
Section II-K, *Dues*.

Minn. Stat. § 465.039.  
Minn. Stat. § 465.037.  
Minn. Stat. § 469.191.  
Sections II-S, *Hospitals and  
EMS* and II-L, *Economic  
development*.

Minn. Stat. § 343.11.

Minn. Stat. § 465.90.

### 3. Incorporated development societies or organizations

State law authorizes cities “to appropriate not more than \$50,000 annually to any incorporated development society or organization of the state for promoting, advertising, improving, or developing the economic and agricultural resources of the city.” Because of the limitations regarding donations, cities interested in donating up to \$50,000 in any given year to an incorporated development society or organization should consult their city attorney. For example, the attorney general’s office has opined that, while this authority allows a city to contribute up to \$50,000 annually to a chamber of commerce, it does not allow a city to become a member of the chamber of commerce, or to pay dues to it.

### 4. Community food shelves

Any city or county may appropriate an amount to provide grants to nonprofit organizations that operate community food shelves and provide food to the needy without charge. Authority also exists to provide public money to support hospitals and certain economic development organizations. These circumstances are discussed in more detail in a later part of this memo.

### 5. Prevention of cruelty to animals

If a city has a society for the prevention of cruelty to animals (“SPCA”), it may appropriate monies, not otherwise appropriated, for the maintenance and support of that SPCA “in the transaction of the work for which they are organized”.

However, no part of such an appropriation may go to pay the salary of any officer of the society.

### 6. Solicitation of donations by firefighters

Despite any law or ordinance to the contrary, any city may, by resolution, allow full-time firefighters employed by the city and while on duty, or volunteer firefighters serving the city while not on duty, to solicit charitable contributions from motorists. A city that wishes to do this must follow certain strict requirements set forth in the statute, including restrictions on type of charitable organization, frequency and time frame of solicitations and proof of insurance.

## RELEVANT LINKS:

[Minn. Stat. § 471.3459.](#)

[Donation of Surplus City Equipment to a Nonprofit Organization., LMC Model Policy.](#)

[A.G. Op. \(June 27, 1997\) \(informal letter opinion to Staples\).](#)

[MN State Auditor, Statement of Position Public Expenditure: Donations and Dues.](#)

[Minn. Stat. § 471.96.](#)

[Minn. Stat. § 465.58.](#)

[Minn. Stat. Ch. 469.](#)

## 7. Surplus city equipment

In 2016, the Minnesota Legislature passed a law allowing a “local government,” including statutory and home rule charter cities, to donate “surplus equipment” to a “nonprofit organization.” Surplus equipment includes equipment used by a local government public works department, and also includes cellular phones, emergency medical and firefighting equipment no longer needed by the local government (because the phones or equipment no longer meet industry standards for emergency medical services, police, or fire departments; have minimal value; or have no resale value). Before donating surplus equipment, a city must adopt a policy on how it will determine what qualifies as surplus eligible for donation and how it will select nonprofit organizations eligible to receive donations. One caveat worth mentioning—the policy “must address the obligations of the local government to disclose to the nonprofit that the surplus equipment may be defective and cannot be relied upon for safety purposes.”

## K. Dues

According to the attorney general, cities cannot join or become members of “private” organizations, absent specific statutory authority—even if there is specific authority to contribute to the organization. Without authorization for membership, cities do not have authority to pay for membership.

All cities, counties, and towns may appropriate money for membership in county, regional, state, and national associations of a civic, educational, or governmental nature. The associations must have, as their purpose, the betterment and improvement of municipal governmental operations. This authorization also allows these public entities to participate in the meetings and activities of these associations.

All cities and urban towns in Minnesota may appropriate money to pay dues to become members of the League of Minnesota Cities.

## L. Economic development

A number of statutes empower cities to provide money or real property for economic development purposes under various programs, including up to \$50,000 to an incorporated development society or organization discussed in II(J)(3) above. An analysis of the economic development statutes and their requirements fall outside the scope of this memo; however, cities should know that, in certain circumstances, the statutes permit contributions for economic development.

The Revisor of Statutes website is undergoing maintenance Thursday February 1st from 5pm to 10pm.

## 2017 Minnesota Statutes

[Authenticate](#)

### **138.053 COUNTY HISTORICAL SOCIETY; TAX LEVY; CITIES OR TOWNS.**

The governing body of any home rule charter or statutory city or town may annually appropriate from its general fund an amount not to exceed 0.02418 percent of estimated market value, derived from ad valorem taxes on property or other revenues, to be paid to the historical society of its respective county to be used for the promotion of historical work and to aid in defraying the expenses of carrying on the historical work in the county. No city or town may appropriate any funds for the benefit of any historical society unless the society is affiliated with and approved by the Minnesota Historical Society.

**History:** [1963 c 129 s 1](#); [1973 c 123 art 5 s 7](#); [1973 c 773 s 1](#); [1983 c 315 s 1](#); [1988 c 719 art 5 s 84](#); [1989 c 277 art 4 s 11](#); [1994 c 505 art 3 s 4](#); [2008 c 158 s 1](#); [2013 c 143 art 14 s 16](#)

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# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Industrial Park Land Marketing Discussion

|                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input checked="" type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                   | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Cassandra Torstenson & Connie Hillman                                                                                                                                                                                                                                                                 | <b>Department:</b><br>Administration/Finance                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Presenter (Name &amp; Title):</b><br>City Administrator Torstenson                                                                                                                                                                                                                                                         | <b>Estimated Time Needed:</b><br>5 Minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Mr. Nate Grotzke from Close~Converse, the listing agent for the City's Industrial Park lots, will be at the full council meeting to update the Council on current commercial trends and the status of the lot sales. It appears that Close~Converse has been the City's listing agent since 2010. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>The industrial lots are currently being marketed at a price of \$62,226 per acre and was established in 2009. An alternative is to do a market analysis.                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Authorize staff to submit a request to the Greater Lakes Association of Realtors to find interested parties to perform and market the Industrial Park Lots.                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br>Is there a cost associated with this request: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>What is the total cost, with tax and shipping \$ _____<br>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u>               |                                                                                                                                                                                                                                                                                                                                                                                                                |



# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Revolving Loan Fund Policy Discussion/Approval

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input checked="" type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input checked="" type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Connie Hillman                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Department:</b><br>Finance                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Presenter (Name &amp; Title):</b><br>City and HRA Staff                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Estimated Time Needed:</b><br>10 Minutes                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Summary of Issue:</b><br>At the January 16, 2018 Council Meeting, council gave direction to staff to establish options for the use of the "old CDBG" funds that are currently in Fund 209. The amount is approximately \$145,000. City Staff met with HRA staff and came up with the attached draft guidelines. The eligible uses are listed in section III of the guidelines, the funds would be revolving with a rate of 1% below prime, a \$1 for \$1 match requirement, and a maximum loan amount of \$25,000. The guidelines, if adopted, would supersede any and all previous guidelines involving any of the Revolving Loan Funds. The eligible target area for commercial property would be from Kingwood Street to Oak, and from the Mississippi River to 13th Street including the NP Center. All property in the City would be eligible for owner occupied code enforcement needs.                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>The discussion for guidelines was initiated by the request for assistance with asbestos abatement by Ms. Hayden-Shaw for the building at 707 Laurel Street. This project is no longer eligible for Small City grant assistance since the project was started before funding was approved.<br><br>The HRA assists the City with administration of the SCDP grants for the City of Brainerd, and would assist with the administration of the Revolving Loan fund. The questions that remain are:<br>* What should be the approval process for the SCDP revolving loan funds? Currently the EDA makes the recommendations to the Council. An alternative would be to enter into a Memorandum of Agreement with the HRA, transfer the funds to the HRA, and have the HRA administer the funds per the guidelines, providing quarterly or semi-annual reports to the Council.<br>* If Council supports the alternative, should the EDA review the MOA and guidelines, making the recommendation to the Council? |                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Recommended Action/Motion:</b><br>The recommended action is:<br>* Discussion of the draft guidelines and adoption if desired<br>* Provide direction to staff on the MOA with the HRA<br>* The action, if needed, by the EDA Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Financial Impact:</b><br><i>Is there a cost associated with this request:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><i>What is the total cost, with tax and shipping</i> \$ _____<br><i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>Please Explain:</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                           |

## CITY OF BRAINERD REVOLVING LOAN PROGRAM

### I. PURPOSE

The City of Brainerd (City), acting by and through the Brainerd HRA (hereinafter referred to as HRA) having its principal office located at 324 East River Road, Brainerd, MN 56401, has established a Revolving Loan Program to assist the financing of projects that promote redevelopment within the target area (See Exhibit A) or rehabilitation in the City of Brainerd (the "City"). Without limitation, the funds in the Revolving Loan Program may be used, as permitted by law, for the following general purposes:

1. To provide a fund in support of qualifying projects which allows the City flexibility to respond when such projects require financial assistance.
2. To provide a single depository for any debt incurred to assist the City's projects.
3. To centralize financial control of assisted projects.
4. To provide a depository for funds received by the City in the future.

### II. PROCESS

No use of or disbursement from the Revolving Loan Program account shall be made without proper procedure. The following guidelines serve to direct the HRA in their consideration and do not constitute laws. These guidelines will supersede any and all previous guidelines involving these Revolving Loan Funds. A project may not meet all the criteria listed in these guidelines and yet may serve the redevelopment or rehabilitation needs of the City and therefore be eligible.

#### Guidelines to Consider for Qualifying Projects

1. The project shall meet a redevelopment or rehabilitation need of the City and shall demonstrate a relative need for financial assistance.
2. The highest priority shall be given to those projects which provide:
  - a. Increased tax base
  - b. Potential for future development
  - c. High quality construction in the facility to be built
  - d. Development which will meet a specific community need of the City
  - e. Redevelopment of an area which is under-developed or blighted
  - f. Significant other development or redevelopment
  - g. Correction for code violations cited to homeowners
3. All projects are subject to the National Environmental Policy Act (NEPA) which seeks to avoid adverse impacts on the environment by mandating careful consideration of the potential impacts on any project assisted with federal funds.
4. All projects must have an appropriate environmental review completed prior to project costs being incurred.
5. Davis Bacon and Related Acts shall apply to redevelopment activities. This includes the Federal Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
6. Acquisition/Displacement and Relocation Requirements apply to any acquisition of real property when these funds are used for the acquisition.

### III. ELIGIBLE USES

All improvements eligible for financial assistance must be physically attached to the property and be permanent in nature. The following types of activities are eligible:

In the target area (See exhibit A):

Acquisition of Real Property

Disposition

Public Facilities and Improvements

Clearance

Redevelopment

Special Economic Development Activities if ineligible for BLADC Unified Funds or other programs

Micro enterprise Assistance if ineligible for BLADC Unified Funds or other programs

City Wide:

Owner Occupied Residential Code Citation Enforcement

### IV. OWNERSHIP REQUIREMENTS

1. The applicant(s) for assistance must possess at least a one-half interest in one of the following types of ownership in the property to be improved:
  - a. Fee title
  - b. Life estate
  - c. Fee title or life estate subject to a mortgage or other lien securing a debt
  - d. Contract for Deed
  - e. Limited Liability Company
  - f. Limited Liability Partnership
  - g. Corporation
2. Ownership includes the titleholders and their spouses.
3. If an applicant is separated, the spouse must also sign all forms necessary for the completion of rehabilitation.
4. If an applicant is divorced, but the spouse still holds title, the spouse must either quit claim his/her interest or a divorce decree must be provided which states sole ownership (not only occupancy) in the applicant's name.
5. Only one loan per property during each 10 year loan term will be allowed.

### V. THE APPLICATION PROCESS

The application for use of the Revolving Loan Program shall include the following

information:

1. Statement of the public purpose and need
2. Description of the project and the estimated costs
3. Description of the company and a financial statement or a certified letter from a financial institution with knowledge of such financial capacity
4. Amount of assistance being requested and the use to which the assistance will be applied
5. Plans and drawings of the project, including landscaping
6. Letter of feasibility
7. Zoning and planning analysis
8. Description of the financial institutional support for the project

## VI. LOANS

### Guidelines for the Use of Revolving Loan Funds

The HRA will follow the guidelines below to determine eligibility:

1. There shall be a demonstrated need for financial assistance
2. The application and bids will be reviewed by the HRA to ensure they comply with program requirements.
3. The proposed project shall be analyzed within the context of the Funds overall risk.
4. The applicant must demonstrate the ability to repay the loan provided through the Revolving Loan Program for a proposed project.
5. The applicant must submit a minimum of two (2) bids.
6. The applicant must provide a documented minimum 1:1 match. Owner occupied residential code citation enforcement may be excluded from this match.
7. Applicants for rehabilitation loans must be at or below 80% of Area Median Income.
8. The maximum loan under this program is \$25,000.
9. Revolving Loan Program Funds shall be adequately secured by liens.
10. The Owner must execute all required documents after which a Notice to Proceed will be issued.
11. If possible, the funds should be allocated directly or indirectly to a number of projects. Spreading the funds over several projects will reduce the risk that funds to be repaid will not be available for future use.
12. No loans will be made for work that has already begun.

## VII. REPAYMENT

### Revolving Loans

Interest rates on loans shall be the current U.S. Federal Prime Rate, minus 1%. The Owner will make direct payments to the HRA of interest and principal, or a lump-sum repayment of interest and principal as may occur through sharing the projects from the sale of any assisted project. A Repayment Agreement must be executed between the Owner and the HRA which will include terms, interest and payment amounts. A lien will be placed on the property. Any direct costs associated with the loan shall come out of the loan proceeds.



## VIII. DISBURSEMENT OF FUNDS

After the loan has been approved, the Rehab Coordinator shall proceed with executing the Agreement. Funds will not be disbursed until the property owner has paid their match portion to be retained by the HRA as escrow.

The following shall guide the disbursement of funds to the Contractor:

1. No pre-payments are allowed for any reason.
2. Partial payments are not allowable for any work not yet completed.
3. Payments will be made only after the work is completed according to the Rehab Coordinator. In order for the contractor to be paid, a signed (by both the applicant(s) and the Rehab Coordinator) Completion Certificate must be presented at the time of payment.
4. Final payment will not be made until all work is satisfactorily completed.
5. Payments will be made only upon presentation of the following documents:
  - a. Billing Statement
  - b. Lien Waiver.
  - c. Completion Certificate
  - d. Payroll Reports if applicable
  - e. Proof of completion of contractors affidavit (final payment only)

No disbursement of Revolving Loan funds shall be authorized until the Rehab Coordinator has approved that the work has been completed and all compliance requirements have been met. Approval shall be evidenced by a Contractor Payment Request signed by the Rehab Coordinator, applicant and contractor.

## IX. CHANGE ORDERS

Any alterations, variation, modification or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing, approved and signed by owner, contractor and Rehab Coordinator. No work resulting from a change order may start until after the change order has been executed by the owner, contractor and Rehab Coordinator.

## X. INTERIM INSPECTIONS

During the course of a rehab, the Rehab Coordinator will inspect ongoing work at least once every two weeks to ensure compliance with scope of work specifications and contract terms and conditions. Inspections will be required before partial disbursement to ensure that the work, which the partial payment covers, is satisfactorily completed.

## XII. CONFLICT OF INTEREST

Any potential conflicts of interest under Minnesota Statutes 471.88 shall be evaluated on the basis of a legal opinion to be requested from the City Attorney. No rehab work may begin until such opinion has been made.

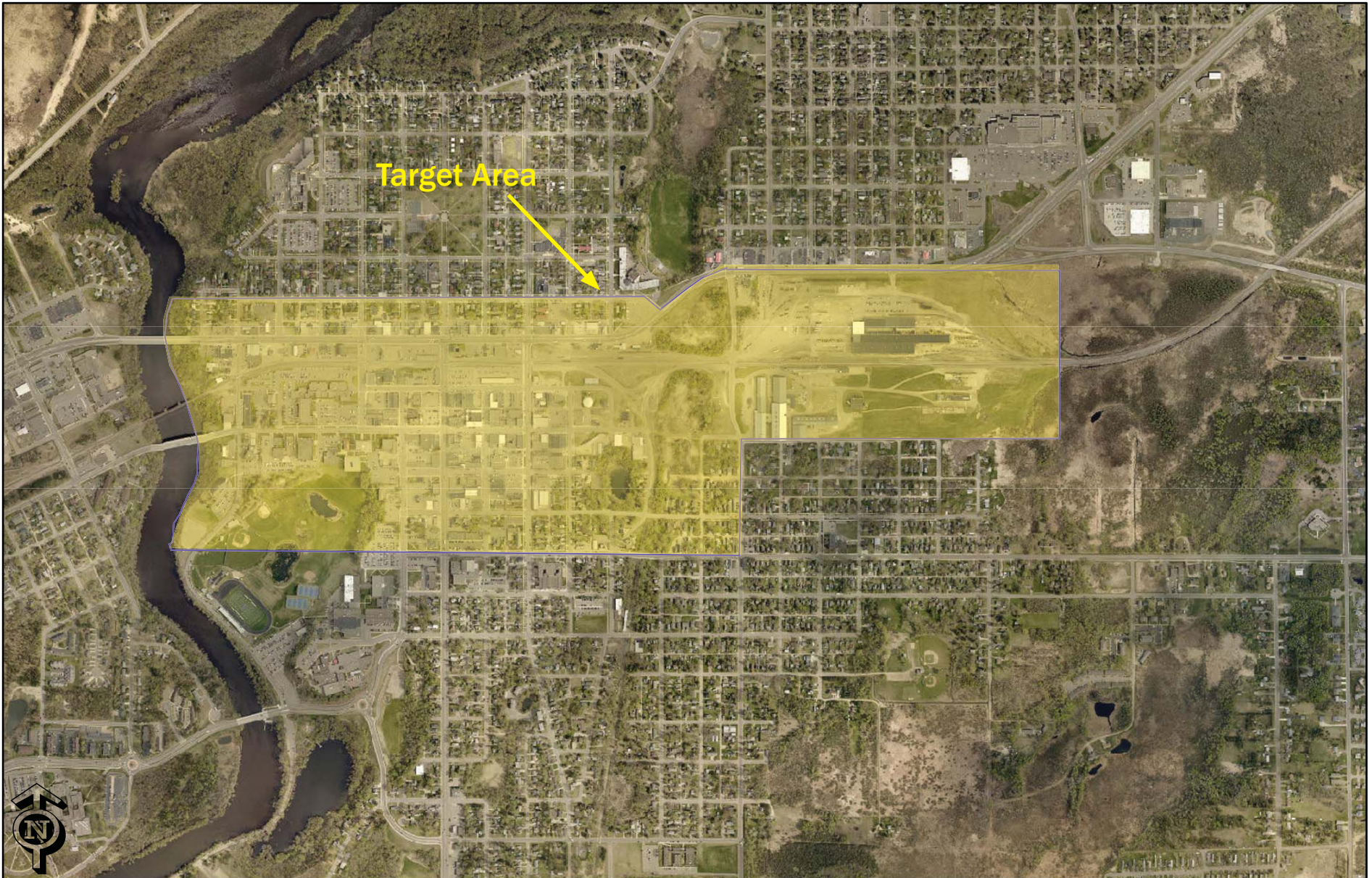
## XIII. DATA PRIVACY

The City Council, HRA Board and staff are not authorized to discuss loan applications or other business contacts related to the Revolving Loan Fund with any persons other than loan officers of involved financial institutions and representatives of public business finance programs. Files belonging to the City are not open for public inspection except as regulated by the Minnesota Data Practices Act. The City and HRA may find it appropriate to verify any data contained in the application.

Information on program applicants (including, but not limited to, credit reports, financial statements, income calculations and asset information) is private data, which must be administered in accordance with the Minnesota Government Data Practices Act. Applicants shall be provided with proper written notice as specified under the Act. Solely for the purpose of administering the Program, information may be made available to the members of the City, HRA Board of Directors, the City and HRA staff, and the staffs of participating agencies, organizations, or Financing Sources.



# Exhibit A



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

River to Rails Target Area

Date: 2/1/2018 Time: 10:38:18 AM



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

February 5, 2018  
City Council Chambers  
7:00 PM

1. 2018 State Aid Allocation
2. Airport Utility Easements
3. Dellwood Drive Chip Seal Cost Share
4. Event/Street Closure Application – St. Patrick's Day Parade
5. MnDOT S 6<sup>th</sup> Street Detour Agreement
6. Notice of Hearing – Annual MS4 Stormwater Public Hearing





# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** 2018 State Aid Allocation

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Action Requested:</b><br><input type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input checked="" type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Department:</b><br>Engineering                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Presenter (Name &amp; Title):</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Estimated Time Needed:</b><br>5 Minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Staff wanted to provide a brief update and comparison of our 2017 State Aid allocation and our 2018 State Aid allocation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>As you can see from the 2017 distributions, Brainerd had a construction allocation of \$744,295 and a maintenance allocation of \$27,495. Currently, Brainerd is using the \$1,500/improved State Aid mile as their basis for calculating the maintenance allotment, which comes twice a year in lump sum totals. As you can see from the 2018 allotment summary, Brainerd will be receiving a construction allocation of \$812,638 (9.18% increase) along with the same maintenance allotment. 50% of the allotment from State Aid is based upon population and 50% is based upon a needs calculation that is based upon average daily traffic. The Highway Users Fund saw approximately a 11% increase in 2018 due to new revenue in the Highway User Tax Distribution Fund (HUTD). This funding was statutorily dedicated by the legislature for transportation this year. However the new revenue is not constitutionally dedicated. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>No action requested. Informational only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br><i>Is there a cost associated with this request:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><i>What is the total cost, with tax and shipping</i> \$ _____<br><i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>Please Explain:</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                |

## 2017 CONSTRUCTION AND MAINTENANCE ALLOTMENTS

JANUARY 2017 BOOK2017 MAINTENANCE &amp; CONSTRUCTION ALLOTMENTS.XLS

19-Jan-17

| MUNICIPALITY     | TOTAL<br>APPORTIONMENT | * TRUNK HIGHWAY<br>TURNBACK<br>MAINTENANCE<br>ALLOWANCE | CITY<br>REQUESTED<br>AMOUNT FOR<br>GENERAL<br>MAINTENANCE<br>ALLOTMENT | GENERAL<br>MAINTENANCE<br>ALLOTMENT | AMOUNT OF BOND<br>INTEREST APPLIED<br>TO GENERAL<br>MAINTENANCE<br>ALLOTMENT | TOTAL<br>MAINTENANCE<br>ALLOTMENT | CONSTRUCTION<br>ALLOTMENT |
|------------------|------------------------|---------------------------------------------------------|------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------|-----------------------------------|---------------------------|
| Albert Lea       | \$943,643              |                                                         | 25%                                                                    | \$235,911                           |                                                                              | \$235,911                         | \$707,732                 |
| Albertville      | 319,602                |                                                         | \$1500/improved<br>mile                                                | 11,265                              |                                                                              | 11,265                            | 308,337                   |
| Alexandria       | 1,001,181              |                                                         | 25%                                                                    | 250,295                             |                                                                              | 250,295                           | 750,886                   |
| Andover          | 1,490,056              |                                                         | 25%                                                                    | 372,514                             |                                                                              | 372,514                           | 1,117,542                 |
| Anoka            | 751,974                |                                                         | 25%                                                                    | 187,994                             |                                                                              | 187,994                           | 563,980                   |
| Apple Valley     | 2,010,372              |                                                         | 25%                                                                    | 502,593                             |                                                                              | 502,593                           | 1,507,779                 |
| Arden Hills      | 352,166                |                                                         | 25%                                                                    | 88,042                              |                                                                              | 88,042                            | 264,124                   |
| Austin           | 1,305,322              |                                                         | Lump Sum                                                               | 95,000                              |                                                                              | 95,000                            | 1,210,322                 |
| Baxter           | 539,576                |                                                         | 25%                                                                    | 134,894                             |                                                                              | 134,894                           | 404,682                   |
| Belle Plaine     | 338,304                |                                                         | \$1500/improved<br>mile                                                | 12,645                              | \$39,800                                                                     | 52,445                            | 285,859                   |
| Bemidji          | 730,757                |                                                         | 25%                                                                    | 182,689                             |                                                                              | 182,689                           | 548,068                   |
| Big Lake         | 429,916                |                                                         | 25%                                                                    | 107,479                             | 29,411                                                                       | 136,890                           | 293,026                   |
| Blaine           | 2,369,289              |                                                         | 25%                                                                    | 592,322                             |                                                                              | 592,322                           | 1,776,967                 |
| Bloomington      | 4,048,476              |                                                         | 35%                                                                    | 1,416,967                           |                                                                              | 1,416,967                         | 2,631,509                 |
| Brainerd         | 771,790                |                                                         | \$1500/improved<br>mile                                                | 27,495                              |                                                                              | 27,495                            | 744,295                   |
| Brooklyn Center  | 1,041,770              |                                                         | Lump Sum                                                               | 160,000                             |                                                                              | 160,000                           | 881,770                   |
| Brooklyn Park    | 2,830,504              |                                                         | 25%                                                                    | 707,626                             | 23,200                                                                       | 730,826                           | 2,099,678                 |
| Buffalo          | 770,700                |                                                         | 25%                                                                    | 192,675                             |                                                                              | 192,675                           | 578,025                   |
| Burnsville       | 2,564,550              |                                                         | 25%                                                                    | 641,138                             |                                                                              | 641,138                           | 1,923,412                 |
| Byron            | 222,417                |                                                         | 25%                                                                    | 55,604                              |                                                                              | 55,604                            | 166,813                   |
| Cambridge        | 473,047                |                                                         | Lump Sum                                                               | 50,000                              |                                                                              | 50,000                            | 423,047                   |
| Champlin         | 956,563                |                                                         | 25%                                                                    | 239,141                             |                                                                              | 239,141                           | 717,422                   |
| Chanhassen       | 1,044,321              |                                                         | 25%                                                                    | 261,080                             |                                                                              | 261,080                           | 783,241                   |
| Chaska           | 1,032,246              |                                                         | 25%                                                                    | 258,062                             |                                                                              | 258,062                           | 774,184                   |
| Chisago City     | 254,535                |                                                         | 25%                                                                    | 63,634                              |                                                                              | 63,634                            | 190,901                   |
| Chisholm         | 279,453                |                                                         | 25%                                                                    | 69,863                              |                                                                              | 69,863                            | 209,590                   |
| Circle Pines     | 176,056                |                                                         | \$1500/improved<br>mile                                                | 4,860                               | 24,365                                                                       | 29,225                            | 146,831                   |
| Cloquet          | 690,929                |                                                         | 35%                                                                    | 241,825                             |                                                                              | 241,825                           | 449,104                   |
| Columbia Heights | 723,385                |                                                         | 25%                                                                    | 180,846                             |                                                                              | 180,846                           | 542,539                   |
| Coon Rapids      | 2,512,887              |                                                         | Lump Sum                                                               | 126,425                             | 117,849                                                                      | 244,274                           | 2,268,613                 |
| Corcoran         | 364,340                |                                                         | 35%                                                                    | 127,519                             |                                                                              | 127,519                           | 236,821                   |
| Cottage Grove    | 1,546,706              |                                                         | \$1500/improved<br>mile                                                | 43,245                              |                                                                              | 43,245                            | 1,503,461                 |
| Crookston        | 534,963                |                                                         | 25%                                                                    | 133,741                             |                                                                              | 133,741                           | 401,222                   |
| Crystal          | 827,141                |                                                         | 25%                                                                    | 206,785                             |                                                                              | 206,785                           | 620,356                   |
| Dayton           | 259,000                |                                                         | 25%                                                                    | 64,750                              |                                                                              | 64,750                            | 194,250                   |
| Delano           | 289,480                |                                                         | 25%                                                                    | 72,370                              | 5,737                                                                        | 78,107                            | 211,373                   |
| Detroit Lakes    | 667,847                |                                                         | 25%                                                                    | 166,962                             |                                                                              | 166,962                           | 500,885                   |

| MUNICIPALITY        | TOTAL<br>APPORTIONMENT | * TRUNK HIGHWAY<br>TURNBACK<br>MAINTENANCE<br>ALLOWANCE | CITY<br>REQUESTED<br>AMOUNT FOR<br>GENERAL<br>MAINTENANCE<br>ALLOTMENT | GENERAL<br>MAINTENANCE<br>ALLOTMENT | AMOUNT OF BOND<br>INTEREST APPLIED<br>TO GENERAL<br>MAINTENANCE<br>ALLOTMENT | TOTAL<br>MAINTENANCE<br>ALLOTMENT | CONSTRUCTION<br>ALLOTMENT |
|---------------------|------------------------|---------------------------------------------------------|------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------|-----------------------------------|---------------------------|
| Duluth              | \$5,258,036            |                                                         | Lump Sum                                                               | \$1,533,400                         |                                                                              | \$1,533,400                       | \$3,724,636               |
| Eagan               | 2,862,015              |                                                         | \$1500/improved<br>mile                                                | 71,970                              | \$106,367                                                                    | 178,337                           | 2,683,678                 |
| East Bethel         | 756,487                |                                                         | 25%                                                                    | 189,122                             |                                                                              | 189,122                           | 567,365                   |
| East Grand Forks    | 637,456                |                                                         | 25%                                                                    | 159,364                             | 107,181                                                                      | 266,545                           | 370,911                   |
| Eden Prairie        | 2,641,707              |                                                         | Lump Sum                                                               | 500,000                             |                                                                              | 500,000                           | 2,141,707                 |
| Edina               | 2,181,257              |                                                         | 25%                                                                    | 545,314                             |                                                                              | 545,314                           | 1,635,943                 |
| Elk River           | 1,400,088              |                                                         | 25%                                                                    | 350,022                             |                                                                              | 350,022                           | 1,050,066                 |
| Fairmont            | 672,047                |                                                         | \$1500/improved<br>mile                                                | 30,015                              |                                                                              | 30,015                            | 642,032                   |
| Falcon Heights      | 180,969                |                                                         | 35%                                                                    | 63,339                              |                                                                              | 63,339                            | 117,630                   |
| Faribault           | 1,149,529              |                                                         | 25%                                                                    | 287,382                             |                                                                              | 287,382                           | 862,147                   |
| Farmington          | 852,202                |                                                         | 25%                                                                    | 213,051                             |                                                                              | 213,051                           | 639,151                   |
| Fergus Falls        | 985,649                |                                                         | 25%                                                                    | 246,412                             |                                                                              | 246,412                           | 739,237                   |
| Forest Lake         | 1,178,243              |                                                         | 25%                                                                    | 294,561                             |                                                                              | 294,561                           | 883,682                   |
| Fridley             | 1,092,547              |                                                         | 35%                                                                    | 382,391                             |                                                                              | 382,391                           | 710,156                   |
| Glencoe             | 284,416                |                                                         | Lump Sum                                                               | 25,000                              | 59,783                                                                       | 84,783                            | 199,633                   |
| Golden Valley       | 1,033,398              |                                                         | 25%                                                                    | 258,350                             | 64,431                                                                       | 322,781                           | 710,617                   |
| Grand Rapids        | 930,201                |                                                         | 25%                                                                    | 232,550                             | 74,287                                                                       | 306,837                           | 623,364                   |
| Ham Lake            | 872,960                |                                                         | 25%                                                                    | 218,240                             |                                                                              | 218,240                           | 654,720                   |
| Hastings            | 822,944                |                                                         | 25%                                                                    | 205,736                             |                                                                              | 205,736                           | 617,208                   |
| Hermantown          | 618,526                |                                                         | Lump Sum                                                               | 65,000                              |                                                                              | 65,000                            | 553,526                   |
| Hibbing             | 1,294,420              |                                                         | 25%                                                                    | 323,605                             | 67,212                                                                       | 390,817                           | 903,603                   |
| Hopkins             | 679,417                |                                                         | 25%                                                                    | 169,854                             |                                                                              | 169,854                           | 509,563                   |
| Hugo                | 686,835                |                                                         | 25%                                                                    | 171,709                             |                                                                              | 171,709                           | 515,126                   |
| Hutchinson          | 733,854                |                                                         | \$1500/improved<br>mile                                                | 27,735                              |                                                                              | 27,735                            | 706,119                   |
| International Falls | 275,257                |                                                         | \$1500/improved<br>mile                                                | 12,120                              |                                                                              | 12,120                            | 263,137                   |
| Inver Grove Heights | 1,520,140              |                                                         | 25%                                                                    | 380,035                             |                                                                              | 380,035                           | 1,140,105                 |
| Isanti              | 234,937                |                                                         | 25%                                                                    | 58,734                              |                                                                              | 58,734                            | 176,203                   |
| Jordan              | 275,231                |                                                         | 25%                                                                    | 68,808                              |                                                                              | 68,808                            | 206,423                   |
| Kasson              | 256,742                |                                                         | 25%                                                                    | 64,186                              |                                                                              | 64,186                            | 192,556                   |
| LaCrescent          | 223,956                |                                                         | \$1500/improved<br>mile                                                | 8,760                               |                                                                              | 8,760                             | 215,196                   |
| Lake City           | 253,067                |                                                         | 25%                                                                    | 63,267                              |                                                                              | 63,267                            | 189,800                   |
| Lake Elmo           | 491,531                |                                                         | 25%                                                                    | 122,883                             |                                                                              | 122,883                           | 368,648                   |
| Lakeville           | 2,701,598              |                                                         | Lump Sum                                                               | 120,000                             | 237,083                                                                      | 357,083                           | 2,344,515                 |
| Lino Lakes          | 964,551                |                                                         | 25%                                                                    | 241,138                             |                                                                              | 241,138                           | 723,413                   |
| Litchfield          | 342,403                |                                                         | 25%                                                                    | 85,601                              |                                                                              | 85,601                            | 256,802                   |
| Little Canada       | 442,120                |                                                         | 25%                                                                    | 110,530                             |                                                                              | 110,530                           | 331,590                   |
| Little Falls        | 599,976                |                                                         | \$1500/improved<br>mile                                                | 32,175                              |                                                                              | 32,175                            | 567,801                   |
| Mahtomedi           | 312,061                |                                                         | 25%                                                                    | 78,015                              |                                                                              | 78,015                            | 234,046                   |
| Mankato             | 1,981,572              |                                                         | 25%                                                                    | 495,393                             |                                                                              | 495,393                           | 1,486,179                 |
| Maple Grove         | 2,826,055              |                                                         | 25%                                                                    | 706,514                             |                                                                              | 706,514                           | 2,119,541                 |
| Maplewood           | 1,758,254              |                                                         | Lump Sum                                                               | 275,000                             | 123,750                                                                      | 398,750                           | 1,359,504                 |



| MUNICIPALITY    | TOTAL<br>APPORTIONMENT | * TRUNK HIGHWAY<br>TURNBACK<br>MAINTENANCE<br>ALLOWANCE | CITY<br>REQUESTED<br>AMOUNT FOR<br>GENERAL<br>MAINTENANCE<br>ALLOTMENT | GENERAL<br>MAINTENANCE<br>ALLOTMENT | AMOUNT OF BOND<br>INTEREST APPLIED<br>TO GENERAL<br>MAINTENANCE<br>ALLOTMENT | TOTAL<br>MAINTENANCE<br>ALLOTMENT | CONSTRUCTION<br>ALLOTMENT |
|-----------------|------------------------|---------------------------------------------------------|------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------|-----------------------------------|---------------------------|
| Marshall        | \$721,907              |                                                         | \$1500/improved<br>mile                                                | \$27,105                            |                                                                              | \$27,105                          | \$694,802                 |
| Medina          | 286,100                |                                                         | 25%                                                                    | 71,525                              |                                                                              | 71,525                            | 214,575                   |
| Mendota Heights | 546,448                |                                                         | 25%                                                                    | 136,612                             |                                                                              | 136,612                           | 409,836                   |
| Minneapolis     | 15,952,913             |                                                         | 35%                                                                    | 5,583,520                           |                                                                              | 5,583,520                         | 10,369,393                |
| Minnetonka      | 2,266,283              |                                                         | \$1500/improved<br>mile                                                | 76,740                              | \$44,463                                                                     | 121,203                           | 2,145,080                 |
| Minnetrista     | 388,749                |                                                         | 25%                                                                    | 97,187                              |                                                                              | 97,187                            | 291,562                   |
| Montevideo      | 279,064                |                                                         | \$1500/improved<br>mile                                                | 13,245                              |                                                                              | 13,245                            | 265,819                   |
| Monticello      | 539,820                |                                                         | 25%                                                                    | 134,955                             |                                                                              | 134,955                           | 404,865                   |
| Moorhead        | 2,426,368              |                                                         | 25%                                                                    | 606,592                             |                                                                              | 606,592                           | 1,819,776                 |
| Morris          | 287,428                |                                                         | 25%                                                                    | 71,857                              |                                                                              | 71,857                            | 215,571                   |
| Mound           | 391,837                |                                                         | 25%                                                                    | 97,959                              |                                                                              | 97,959                            | 293,878                   |
| Mounds View     | 484,476                |                                                         | 25%                                                                    | 121,119                             |                                                                              | 121,119                           | 363,357                   |
| New Brighton    | 795,660                |                                                         | 25%                                                                    | 198,915                             |                                                                              | 198,915                           | 596,745                   |
| New Hope        | 764,356                |                                                         | 25%                                                                    | 191,089                             |                                                                              | 191,089                           | 573,267                   |
| New Prague      | 292,951                |                                                         | 25%                                                                    | 73,238                              |                                                                              | 73,238                            | 219,713                   |
| New Ulm         | 714,786                |                                                         | \$1500/improved<br>mile                                                | 27,015                              |                                                                              | 27,015                            | 687,771                   |
| North Branch    | 773,368                |                                                         | 25%                                                                    | 193,342                             | 9,450                                                                        | 202,792                           | 570,576                   |
| North Mankato   | 661,041                |                                                         | 25%                                                                    | 165,260                             | 87,750                                                                       | 253,010                           | 408,031                   |
| North St. Paul  | 511,688                |                                                         | 25%                                                                    | 127,922                             |                                                                              | 127,922                           | 383,766                   |
| Northfield      | 808,650                |                                                         | 25%                                                                    | 202,163                             |                                                                              | 202,163                           | 606,487                   |
| Oak Grove       | 629,479                |                                                         | 25%                                                                    | 157,370                             |                                                                              | 157,370                           | 472,109                   |
| Oakdale         | 932,389                |                                                         | 25%                                                                    | 233,097                             |                                                                              | 233,097                           | 699,292                   |
| Orono           | 352,528                |                                                         | 25%                                                                    | 88,132                              | 36,287                                                                       | 124,419                           | 228,109                   |
| Otsego          | 785,978                |                                                         | 25%                                                                    | 196,495                             |                                                                              | 196,495                           | 589,483                   |
| Owatonna        | 1,349,811              |                                                         | Lump Sum                                                               | 125,500                             |                                                                              | 125,500                           | 1,224,311                 |
| Plymouth        | 3,196,402              |                                                         | 25%                                                                    | 799,101                             |                                                                              | 799,101                           | 2,397,301                 |
| Prior Lake      | 957,362                |                                                         | 35%                                                                    | 335,077                             |                                                                              | 335,077                           | 622,285                   |
| Ramsey          | 1,199,156              |                                                         | 35%                                                                    | 419,705                             | 61,640                                                                       | 481,345                           | 717,811                   |
| Red Wing        | 926,741                |                                                         | 35%                                                                    | 324,359                             |                                                                              | 324,359                           | 602,382                   |
| Redwood Falls   | 299,955                |                                                         | 25%                                                                    | 74,989                              |                                                                              | 74,989                            | 224,966                   |
| Richfield       | 1,526,618              |                                                         | Lump Sum                                                               | 315,000                             |                                                                              | 315,000                           | 1,211,618                 |
| Robbinsdale     | 545,421                |                                                         | \$1500/improved<br>mile                                                | 15,075                              |                                                                              | 15,075                            | 530,346                   |
| Rochester       | 5,465,966              |                                                         | Lump Sum                                                               | 900,000                             |                                                                              | 900,000                           | 4,565,966                 |
| Rogers          | 715,813                |                                                         | 25%                                                                    | 178,953                             |                                                                              | 178,953                           | 536,860                   |
| Rosemount       | 1,101,309              |                                                         | \$1500/improved<br>mile                                                | 42,495                              |                                                                              | 42,495                            | 1,058,814                 |
| Roseville       | 1,362,945              |                                                         | 25%                                                                    | 340,736                             |                                                                              | 340,736                           | 1,022,209                 |
| Sartell         | 803,187                |                                                         | \$1500/improved<br>mile                                                | 27,780                              | 6,087                                                                        | 33,867                            | 769,320                   |
| Sauk Rapids     | 657,872                |                                                         | \$1500/improved<br>mile                                                | 21,315                              |                                                                              | 21,315                            | 636,557                   |
| Savage          | 1,201,368              |                                                         | \$1500/improved<br>mile                                                | 37,125                              |                                                                              | 37,125                            | 1,164,243                 |

| MUNICIPALITY                                                                                                                 | TOTAL<br>APPORTIONMENT | * TRUNK HIGHWAY<br>TURNBACK<br>MAINTENANCE<br>ALLOWANCE | CITY<br>REQUESTED<br>AMOUNT FOR<br>GENERAL<br>MAINTENANCE<br>ALLOTMENT | GENERAL<br>MAINTENANCE<br>ALLOTMENT | AMOUNT OF BOND<br>INTEREST APPLIED<br>TO GENERAL<br>MAINTENANCE<br>ALLOTMENT | TOTAL<br>MAINTENANCE<br>ALLOTMENT | CONSTRUCTION<br>ALLOTMENT |
|------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------|------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------|-----------------------------------|---------------------------|
| Shakopee                                                                                                                     | \$1,649,600            |                                                         | 35%                                                                    | \$577,360                           |                                                                              | \$577,360                         | \$1,072,240               |
| Shoreview                                                                                                                    | 963,002                |                                                         | 25%                                                                    | 240,751                             |                                                                              | 240,751                           | 722,251                   |
| Shorewood                                                                                                                    | 347,470                |                                                         | 25%                                                                    | 86,868                              |                                                                              | 86,868                            | 260,602                   |
| South St. Paul                                                                                                               | 797,082                |                                                         | 25%                                                                    | 199,271                             |                                                                              | 199,271                           | 597,811                   |
| Spring Lake Park                                                                                                             | 240,130                |                                                         | 25%                                                                    | 60,033                              |                                                                              | 60,033                            | 180,097                   |
| St. Anthony                                                                                                                  | 354,830                |                                                         | 25%                                                                    | 88,708                              |                                                                              | 88,708                            | 266,122                   |
| St. Cloud                                                                                                                    | 3,177,474              |                                                         | 25%                                                                    | 794,369                             |                                                                              | 794,369                           | 2,383,105                 |
| St. Francis                                                                                                                  | 462,777                |                                                         | 25%                                                                    | 115,694                             |                                                                              | 115,694                           | 347,083                   |
| St. Joseph                                                                                                                   | 199,844                |                                                         | 25%                                                                    | 49,961                              |                                                                              | 49,961                            | 149,883                   |
| St. Louis Park                                                                                                               | 1,945,243              |                                                         | 35%                                                                    | 680,835                             |                                                                              | 680,835                           | 1,264,408                 |
| St. Michael                                                                                                                  | 945,401                |                                                         | 25%                                                                    | 236,350                             |                                                                              | 236,350                           | 709,051                   |
| St. Paul                                                                                                                     | 12,322,193             |                                                         | Lump Sum                                                               | 3,705,125                           |                                                                              | 3,705,125                         | 8,617,068                 |
| St. Paul Park                                                                                                                | 247,438                |                                                         | 25%                                                                    | 61,860                              |                                                                              | 61,860                            | 185,578                   |
| St. Peter                                                                                                                    | 607,128                |                                                         | \$1500/improved<br>mile                                                | 22,680                              | 100,062                                                                      | 122,742                           | 484,386                   |
| Stewartville                                                                                                                 | 216,576                |                                                         | 25%                                                                    | 54,144                              |                                                                              | 54,144                            | 162,432                   |
| Stillwater                                                                                                                   | 812,935                |                                                         | 25%                                                                    | 203,234                             |                                                                              | 203,234                           | 609,701                   |
| Thief River Falls                                                                                                            | 683,106                |                                                         | 25%                                                                    | 170,777                             | 10,737                                                                       | 181,514                           | 501,592                   |
| Vadnais Heights                                                                                                              | 452,806                |                                                         | 35%                                                                    | 158,482                             |                                                                              | 158,482                           | 294,324                   |
| Victoria                                                                                                                     | 318,021                |                                                         | 25%                                                                    | 79,505                              |                                                                              | 79,505                            | 238,516                   |
| Virginia                                                                                                                     | 534,230                |                                                         | 25%                                                                    | 133,558                             |                                                                              | 133,558                           | 400,672                   |
| Waconia                                                                                                                      | 508,584                |                                                         | \$1500/improved<br>mile                                                | 18,345                              |                                                                              | 18,345                            | 490,239                   |
| Waite Park                                                                                                                   | 318,371                |                                                         | \$1500/improved<br>mile                                                | 9,810                               |                                                                              | 9,810                             | 308,561                   |
| Waseca                                                                                                                       | 362,281                |                                                         | 25%                                                                    | 90,570                              |                                                                              | 90,570                            | 271,711                   |
| West St. Paul                                                                                                                | 715,840                |                                                         | 25%                                                                    | 178,960                             |                                                                              | 178,960                           | 536,880                   |
| White Bear Lake                                                                                                              | 916,363                |                                                         | 25%                                                                    | 229,091                             |                                                                              | 229,091                           | 687,272                   |
| Willmar                                                                                                                      | 1,126,020              |                                                         | 25%                                                                    | 281,505                             |                                                                              | 281,505                           | 844,515                   |
| Winona                                                                                                                       | 1,158,916              |                                                         | 25%                                                                    | 289,729                             |                                                                              | 289,729                           | 869,187                   |
| Woodbury                                                                                                                     | 2,985,259              |                                                         | 25%                                                                    | 746,315                             |                                                                              | 746,315                           | 2,238,944                 |
| Worthington                                                                                                                  | 533,698                |                                                         | Lump Sum                                                               | 100,000                             |                                                                              | 100,000                           | 433,698                   |
| Wyoming                                                                                                                      | 455,901                |                                                         | \$1500/improved<br>mile                                                | 23,550                              |                                                                              | 23,550                            | 432,351                   |
| Zimmerman                                                                                                                    | 225,734                |                                                         | \$1500/improved<br>mile                                                | 8,400                               |                                                                              | 8,400                             | 217,334                   |
| <b>TOTAL</b>                                                                                                                 | <b>\$173,218,364</b>   | <b>\$0</b>                                              |                                                                        | <b>\$40,319,041</b>                 | <b>\$1,436,932</b>                                                           | <b>\$41,755,973</b>               | <b>\$131,462,391</b>      |
| <b>GENERAL MAINTENANCE ALLOTMENT OPTIONS:</b>                                                                                |                        |                                                         |                                                                        |                                     |                                                                              |                                   |                           |
| 25 Cities requested \$1,500 per Improved Mile                                                                                |                        |                                                         |                                                                        |                                     |                                                                              |                                   |                           |
| 96 Cities requested 25% of Total Allotment MINUS THTB Maintenance Allowance                                                  |                        |                                                         |                                                                        |                                     |                                                                              |                                   |                           |
| 12 Cities requested 35% of Total Allotment MINUS THTB Maintenance Allowance                                                  |                        |                                                         |                                                                        |                                     |                                                                              |                                   |                           |
| 15 Cities requested a Lump Sum amount > \$1,500/ Improved Mile and < 35% of Total Allotment                                  |                        |                                                         |                                                                        |                                     |                                                                              |                                   |                           |
| <b>TOTAL MAINTENANCE ALLOTMENT:</b>                                                                                          |                        |                                                         |                                                                        |                                     |                                                                              |                                   |                           |
| The General Maintenance Allotment Option selected by the city, plus THTB Maintenance Allowance and bond interest due, if any |                        |                                                         |                                                                        |                                     |                                                                              |                                   |                           |
| <b>* NOTE: There are no Trunk Highway Turnbacks eligible for Turnback Maintenance.</b>                                       |                        |                                                         |                                                                        |                                     |                                                                              |                                   |                           |

## 2018 CONSTRUCTION AND MAINTENANCE ALLOTMENTS

12-Jan-18

| MUNICIPALITY     | TOTAL<br>APPORTIONMENT | * TRUNK HIGHWAY<br>TURNBACK<br>MAINTENANCE<br>ALLOWANCE | REQUESTED<br>AMOUNT FOR<br>GENERAL<br>MAINTENANCE<br>ALLOTMENT | GENERAL<br>MAINTENANCE<br>ALLOTMENT | AMOUNT OF BOND<br>INTEREST APPLIED<br>TO GENERAL<br>MAINTENANCE<br>ALLOTMENT | TOTAL<br>MAINTENANCE<br>ALLOTMENT | CONSTRUCTION<br>ALLOTMENT |
|------------------|------------------------|---------------------------------------------------------|----------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------|-----------------------------------|---------------------------|
| Albert Lea       | \$1,036,612            |                                                         | 25%                                                            | \$259,153                           |                                                                              | \$259,153                         | \$777,459                 |
| Albertville      | 353,159                |                                                         | \$1500/improved<br>mile                                        | 11,265                              |                                                                              | 11,265                            | 341,894                   |
| Alexandria       | 1,127,775              |                                                         | 25%                                                            | 281,944                             |                                                                              | 281,944                           | 845,831                   |
| Andover          | 1,620,107              |                                                         | 25%                                                            | 405,027                             |                                                                              | 405,027                           | 1,215,080                 |
| Anoka            | 826,974                |                                                         | 25%                                                            | 206,744                             |                                                                              | 206,744                           | 620,230                   |
| Apple Valley     | 2,263,129              |                                                         | 25%                                                            | 565,782                             |                                                                              | 565,782                           | 1,697,347                 |
| Arden Hills      | 393,426                |                                                         | 25%                                                            | 98,357                              |                                                                              | 98,357                            | 295,069                   |
| Austin           | 1,423,376              |                                                         | Lump Sum                                                       | 95,000                              |                                                                              | 95,000                            | 1,328,376                 |
| Baxter           | 610,262                |                                                         | 25%                                                            | 152,566                             |                                                                              | 152,566                           | 457,696                   |
| Belle Plaine     | 385,678                |                                                         | \$1500/improved<br>mile                                        | 12,645                              | \$35,700                                                                     | 48,345                            | 337,333                   |
| Bemidji          | 842,654                |                                                         | 25%                                                            | 210,664                             |                                                                              | 210,664                           | 631,990                   |
| Big Lake         | 489,439                |                                                         | 25%                                                            | 122,360                             | 27,288                                                                       | 149,648                           | 339,791                   |
| Blaine           | 2,732,112              |                                                         | 25%                                                            | 683,028                             |                                                                              | 683,028                           | 2,049,084                 |
| Bloomington      | 4,506,056              |                                                         | 35%                                                            | 1,577,120                           |                                                                              | 1,577,120                         | 2,928,936                 |
| Brainerd         | 840,133                |                                                         | \$1500/improved<br>mile                                        | 27,495                              |                                                                              | 27,495                            | 812,638                   |
| Brooklyn Center  | 1,195,196              |                                                         | Lump Sum                                                       | 160,000                             |                                                                              | 160,000                           | 1,035,196                 |
| Brooklyn Park    | 3,238,366              |                                                         | 25%                                                            | 809,592                             | 10,400                                                                       | 819,992                           | 2,418,374                 |
| Buffalo          | 831,568                |                                                         | 25%                                                            | 207,892                             |                                                                              | 207,892                           | 623,676                   |
| Burnsville       | 2,789,024              |                                                         | 25%                                                            | 697,256                             |                                                                              | 697,256                           | 2,091,768                 |
| Byron            | 258,687                |                                                         | 25%                                                            | 64,672                              |                                                                              | 64,672                            | 194,015                   |
| Cambridge        | 559,691                |                                                         | Lump Sum                                                       | 50,000                              |                                                                              | 50,000                            | 509,691                   |
| Champlin         | 1,068,228              |                                                         | 25%                                                            | 267,057                             |                                                                              | 267,057                           | 801,171                   |
| Chanhassen       | 1,206,959              |                                                         | 25%                                                            | 301,740                             |                                                                              | 301,740                           | 905,219                   |
| Chaska           | 1,158,126              |                                                         | 25%                                                            | 289,532                             |                                                                              | 289,532                           | 868,594                   |
| Chisago City     | 294,490                |                                                         | 25%                                                            | 73,623                              |                                                                              | 73,623                            | 220,867                   |
| Chisholm         | 299,616                |                                                         | 25%                                                            | 74,904                              |                                                                              | 74,904                            | 224,712                   |
| Circle Pines     | 195,383                |                                                         | \$1500/improved<br>mile                                        | 4,860                               | 39,716                                                                       | 44,576                            | 150,807                   |
| Cloquet          | 778,050                |                                                         | 35%                                                            | 272,318                             |                                                                              | 272,318                           | 505,732                   |
| Columbia Heights | 786,579                |                                                         | 25%                                                            | 196,645                             |                                                                              | 196,645                           | 589,934                   |
| Coon Rapids      | 2,772,077              |                                                         | Lump Sum                                                       | 130,218                             | 131,450                                                                      | 261,668                           | 2,510,409                 |
| Corcoran         | 369,709                |                                                         | 35%                                                            | 129,398                             |                                                                              | 129,398                           | 240,311                   |
| Cottage Grove    | 1,728,923              |                                                         | \$1500/improved<br>mile                                        | 43,245                              |                                                                              | 43,245                            | 1,685,678                 |
| Crookston        | 571,762                |                                                         | 25%                                                            | 142,941                             |                                                                              | 142,941                           | 428,821                   |
| Crystal          | 927,973                |                                                         | 25%                                                            | 231,993                             |                                                                              | 231,993                           | 695,980                   |
| Dayton           | 304,506                |                                                         | 25%                                                            | 76,127                              |                                                                              | 76,127                            | 228,379                   |
| Delano           | 313,194                |                                                         | 25%                                                            | 78,299                              | 1,912                                                                        | 80,211                            | 232,983                   |
| Detroit Lakes    | 786,463                |                                                         | 25%                                                            | 196,616                             |                                                                              | 196,616                           | 589,847                   |

| MUNICIPALITY        | TOTAL<br>APPORTIONMENT | * TRUNK HIGHWAY<br>TURNBACK<br>MAINTENANCE<br>ALLOWANCE | REQUESTED<br>AMOUNT FOR<br>GENERAL<br>MAINTENANCE<br>ALLOTMENT | GENERAL<br>MAINTENANCE<br>ALLOTMENT | AMOUNT OF BOND<br>INTEREST APPLIED<br>TO GENERAL<br>MAINTENANCE<br>ALLOTMENT | TOTAL<br>MAINTENANCE<br>ALLOTMENT | CONSTRUCTION<br>ALLOTMENT |
|---------------------|------------------------|---------------------------------------------------------|----------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------|-----------------------------------|---------------------------|
| Duluth              | \$5,637,489            |                                                         | Lump Sum                                                       | \$1,533,400                         |                                                                              | \$1,533,400                       | \$4,104,089               |
| Eagan               | 3,101,879              |                                                         | \$1500/improved<br>mile                                        | 71,970                              | \$98,167                                                                     | 170,137                           | 2,931,742                 |
| East Bethel         | 810,665                |                                                         | 25%                                                            | 202,666                             |                                                                              | 202,666                           | 607,999                   |
| East Grand Forks    | 683,037                |                                                         | 25%                                                            | 170,759                             | 103,809                                                                      | 274,568                           | 408,469                   |
| Eden Prairie        | 2,923,849              |                                                         | Lump Sum                                                       | 500,000                             |                                                                              | 500,000                           | 2,423,849                 |
| Edina               | 2,462,599              |                                                         | 25%                                                            | 615,650                             |                                                                              | 615,650                           | 1,846,949                 |
| Elk River           | 1,562,480              |                                                         | 25%                                                            | 390,620                             |                                                                              | 390,620                           | 1,171,860                 |
| Fairmont            | 745,225                |                                                         | \$1500/improved<br>mile                                        | 30,015                              |                                                                              | 30,015                            | 715,210                   |
| Falcon Heights      | 201,408                |                                                         | 35%                                                            | 70,493                              |                                                                              | 70,493                            | 130,915                   |
| Faribault           | 1,244,937              |                                                         | 25%                                                            | 311,234                             |                                                                              | 311,234                           | 933,703                   |
| Farmington          | 918,248                |                                                         | 25%                                                            | 229,562                             |                                                                              | 229,562                           | 688,686                   |
| Fergus Falls        | 1,074,662              |                                                         | 25%                                                            | 268,666                             |                                                                              | 268,666                           | 805,996                   |
| Forest Lake         | 1,265,021              |                                                         | 25%                                                            | 316,255                             |                                                                              | 316,255                           | 948,766                   |
| Fridley             | 1,205,034              |                                                         | 35%                                                            | 421,762                             |                                                                              | 421,762                           | 783,272                   |
| Glencoe             | 310,122                |                                                         | Lump Sum                                                       | 25,000                              | 32,725                                                                       | 57,725                            | 252,397                   |
| Golden Valley       | 1,117,933              |                                                         | 25%                                                            | 279,483                             | 59,531                                                                       | 339,014                           | 778,919                   |
| Grand Rapids        | 997,141                |                                                         | 25%                                                            | 249,285                             | 68,438                                                                       | 317,723                           | 679,418                   |
| Ham Lake            | 976,722                |                                                         | 25%                                                            | 244,181                             |                                                                              | 244,181                           | 732,541                   |
| Hastings            | 934,547                |                                                         | 25%                                                            | 233,637                             |                                                                              | 233,637                           | 700,910                   |
| Hermantown          | 661,049                |                                                         | Lump Sum                                                       | 65,000                              |                                                                              | 65,000                            | 596,049                   |
| Hibbing             | 1,451,089              |                                                         | 25%                                                            | 362,772                             | 63,712                                                                       | 426,484                           | 1,024,605                 |
| Hopkins             | 745,832                |                                                         | 25%                                                            | 186,458                             |                                                                              | 186,458                           | 559,374                   |
| Hugo                | 772,210                |                                                         | 25%                                                            | 193,053                             |                                                                              | 193,053                           | 579,157                   |
| Hutchinson          | 855,696                |                                                         | \$1500/improved<br>mile                                        | 29,280                              |                                                                              | 29,280                            | 826,416                   |
| International Falls | 305,484                |                                                         | \$1500/improved<br>mile                                        | 12,120                              |                                                                              | 12,120                            | 293,364                   |
| Inver Grove Heights | 1,675,602              |                                                         | 25%                                                            | 418,901                             |                                                                              | 418,901                           | 1,256,701                 |
| Isanti              | 263,457                |                                                         | 25%                                                            | 65,864                              |                                                                              | 65,864                            | 197,593                   |
| Jordan              | 297,928                |                                                         | 25%                                                            | 74,482                              |                                                                              | 74,482                            | 223,446                   |
| Kasson              | 285,549                |                                                         | 25%                                                            | 71,387                              |                                                                              | 71,387                            | 214,162                   |
| LaCrescent          | 241,512                |                                                         | \$1500/improved<br>mile                                        | 8,760                               |                                                                              | 8,760                             | 232,752                   |
| Lake City           | 283,057                |                                                         | 25%                                                            | 70,764                              |                                                                              | 70,764                            | 212,293                   |
| Lake Elmo           | 578,007                |                                                         | 25%                                                            | 144,502                             |                                                                              | 144,502                           | 433,505                   |
| Lakeville           | 3,114,674              |                                                         | Lump Sum                                                       | 120,000                             | 201,682                                                                      | 321,682                           | 2,792,992                 |
| Lino Lakes          | 1,044,789              |                                                         | 25%                                                            | 261,197                             |                                                                              | 261,197                           | 783,592                   |
| Litchfield          | 367,158                |                                                         | 25%                                                            | 91,790                              |                                                                              | 91,790                            | 275,368                   |
| Little Canada       | 496,178                |                                                         | 25%                                                            | 124,045                             |                                                                              | 124,045                           | 372,133                   |
| Little Falls        | 672,306                |                                                         | \$1500/improved<br>mile                                        | 32,175                              |                                                                              | 32,175                            | 640,131                   |
| Mahtomedi           | 363,547                |                                                         | 25%                                                            | 90,887                              |                                                                              | 90,887                            | 272,660                   |
| Mankato             | 2,222,688              |                                                         | 25%                                                            | 555,672                             |                                                                              | 555,672                           | 1,667,016                 |
| Maple Grove         | 3,141,000              |                                                         | 25%                                                            | 785,250                             |                                                                              | 785,250                           | 2,355,750                 |
| Maplewood           | 1,933,240              |                                                         | Lump Sum                                                       | 275,000                             | 107,625                                                                      | 382,625                           | 1,550,615                 |

| MUNICIPALITY    | TOTAL<br>APPORTIONMENT | * TRUNK HIGHWAY<br>TURNBACK<br>MAINTENANCE<br>ALLOWANCE | REQUESTED<br>AMOUNT FOR<br>GENERAL<br>MAINTENANCE<br>ALLOTMENT | GENERAL<br>MAINTENANCE<br>ALLOTMENT | AMOUNT OF BOND<br>INTEREST APPLIED<br>TO GENERAL<br>MAINTENANCE<br>ALLOTMENT | TOTAL<br>MAINTENANCE<br>ALLOTMENT | CONSTRUCTION<br>ALLOTMENT |
|-----------------|------------------------|---------------------------------------------------------|----------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------|-----------------------------------|---------------------------|
| Marshall        | \$797,148              |                                                         | \$1500/improved<br>mile                                        | \$27,105                            |                                                                              | \$27,105                          | \$770,043                 |
| Medina          | 336,548                |                                                         | 25%                                                            | 84,137                              |                                                                              | 84,137                            | 252,411                   |
| Mendota Heights | 603,420                |                                                         | 25%                                                            | 150,855                             |                                                                              | 150,855                           | 452,565                   |
| Minneapolis     | 17,519,638             |                                                         | 35%                                                            | 6,131,873                           |                                                                              | 6,131,873                         | 11,387,765                |
| Minnetonka      | 2,521,901              |                                                         | 25%                                                            | 630,475                             | \$39,775                                                                     | 670,250                           | 1,851,651                 |
| Minnetrista     | 442,073                |                                                         | 25%                                                            | 110,518                             |                                                                              | 110,518                           | 331,555                   |
| Montevideo      | 311,861                |                                                         | \$1500/improved<br>mile                                        | 13,710                              |                                                                              | 13,710                            | 298,151                   |
| Monticello      | 621,497                |                                                         | 25%                                                            | 155,374                             |                                                                              | 155,374                           | 466,123                   |
| Moorhead        | 2,642,613              |                                                         | 25%                                                            | 660,653                             |                                                                              | 660,653                           | 1,981,960                 |
| Morris          | 321,577                |                                                         | 25%                                                            | 80,394                              |                                                                              | 80,394                            | 241,183                   |
| Mound           | 426,351                |                                                         | 25%                                                            | 106,588                             |                                                                              | 106,588                           | 319,763                   |
| Mounds View     | 542,102                |                                                         | 25%                                                            | 135,526                             |                                                                              | 135,526                           | 406,576                   |
| New Brighton    | 871,930                |                                                         | 25%                                                            | 217,983                             |                                                                              | 217,983                           | 653,947                   |
| New Hope        | 857,907                |                                                         | 25%                                                            | 214,477                             |                                                                              | 214,477                           | 643,430                   |
| New Prague      | 329,839                |                                                         | 25%                                                            | 82,460                              |                                                                              | 82,460                            | 247,379                   |
| New Ulm         | 766,018                |                                                         | \$1500/improved<br>mile                                        | 27,015                              |                                                                              | 27,015                            | 739,003                   |
| North Branch    | 829,384                |                                                         | 25%                                                            | 207,346                             | 6,755                                                                        | 214,101                           | 615,283                   |
| North Mankato   | 740,421                |                                                         | 25%                                                            | 185,105                             | 43,850                                                                       | 228,955                           | 511,466                   |
| North St. Paul  | 550,797                |                                                         | 25%                                                            | 137,699                             |                                                                              | 137,699                           | 413,098                   |
| Northfield      | 889,232                |                                                         | 25%                                                            | 222,308                             |                                                                              | 222,308                           | 666,924                   |
| Oak Grove       | 675,206                |                                                         | 25%                                                            | 168,802                             |                                                                              | 168,802                           | 506,404                   |
| Oakdale         | 1,054,172              |                                                         | 25%                                                            | 263,543                             |                                                                              | 263,543                           | 790,629                   |
| Orono           | 409,528                |                                                         | 25%                                                            | 102,382                             | 33,137                                                                       | 135,519                           | 274,009                   |
| Otsego          | 874,275                |                                                         | 25%                                                            | 218,569                             |                                                                              | 218,569                           | 655,706                   |
| Owatonna        | 1,495,886              |                                                         | Lump Sum                                                       | 125,500                             |                                                                              | 125,500                           | 1,370,386                 |
| Plymouth        | 3,667,862              |                                                         | 25%                                                            | 916,966                             |                                                                              | 916,966                           | 2,750,896                 |
| Prior Lake      | 1,074,885              |                                                         | 35%                                                            | 376,210                             |                                                                              | 376,210                           | 698,675                   |
| Ramsey          | 1,354,299              |                                                         | 25%                                                            | 338,575                             | 36,740                                                                       | 375,315                           | 978,984                   |
| Red Wing        | 1,024,788              |                                                         | 35%                                                            | 358,676                             |                                                                              | 358,676                           | 666,112                   |
| Redwood Falls   | 331,137                |                                                         | 25%                                                            | 82,784                              |                                                                              | 82,784                            | 248,353                   |
| Richfield       | 1,679,028              |                                                         | Lump Sum                                                       | 315,000                             |                                                                              | 315,000                           | 1,364,028                 |
| Robbinsdale     | 600,403                |                                                         | \$1500/improved<br>mile                                        | 15,075                              |                                                                              | 15,075                            | 585,328                   |
| Rochester       | 6,254,416              |                                                         | Lump Sum                                                       | 1,200,000                           |                                                                              | 1,200,000                         | 5,054,416                 |
| Rogers          | 804,151                |                                                         | 25%                                                            | 201,038                             |                                                                              | 201,038                           | 603,113                   |
| Rosemount       | 1,198,252              |                                                         | \$1500/improved<br>mile                                        | 42,960                              |                                                                              | 42,960                            | 1,155,292                 |
| Roseville       | 1,544,539              |                                                         | 25%                                                            | 386,135                             |                                                                              | 386,135                           | 1,158,404                 |
| Sartell         | 902,426                |                                                         | \$1500/improved<br>mile                                        | 27,780                              | 4,025                                                                        | 31,805                            | 870,621                   |
| Sauk Rapids     | 744,309                |                                                         | \$1500/improved<br>mile                                        | 21,315                              |                                                                              | 21,315                            | 722,994                   |
| Savage          | 1,376,432              |                                                         | \$1500/improved<br>mile                                        | 37,725                              |                                                                              | 37,725                            | 1,338,707                 |

| Municipality                                                                                                              | Total Apportionment | * Trunk Highway Turnback Maintenance Allowance | Requested Amount for General Maintenance Allotment | General Maintenance Allotment | Amount of Bond Interest Applied to General Maintenance Allotment | Total Maintenance Allotment | Construction Allotment |
|---------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------|----------------------------------------------------|-------------------------------|------------------------------------------------------------------|-----------------------------|------------------------|
| Shakopee                                                                                                                  | \$1,911,050         |                                                | 25%                                                | 477,763                       |                                                                  | \$477,763                   | \$1,433,287            |
| Shoreview                                                                                                                 | 1,076,618           |                                                | 25%                                                | 269,155                       |                                                                  | 269,155                     | 807,463                |
| Shorewood                                                                                                                 | 388,293             |                                                | 25%                                                | 97,073                        |                                                                  | 97,073                      | 291,220                |
| South St. Paul                                                                                                            | 885,819             |                                                | 25%                                                | 221,455                       |                                                                  | 221,455                     | 664,364                |
| Spring Lake Park                                                                                                          | 272,561             |                                                | 25%                                                | 68,140                        |                                                                  | 68,140                      | 204,421                |
| St. Anthony                                                                                                               | 389,100             |                                                | 25%                                                | 97,275                        |                                                                  | 97,275                      | 291,825                |
| St. Cloud                                                                                                                 | 3,570,132           |                                                | 25%                                                | 892,533                       |                                                                  | 892,533                     | 2,677,599              |
| St. Francis                                                                                                               | 497,137             |                                                | 25%                                                | 124,284                       |                                                                  | 124,284                     | 372,853                |
| St. Joseph                                                                                                                | 224,393             |                                                | 25%                                                | 56,098                        |                                                                  | 56,098                      | 168,295                |
| St. Louis Park                                                                                                            | 2,171,338           |                                                | 35%                                                | 759,968                       |                                                                  | 759,968                     | 1,411,370              |
| St. Michael                                                                                                               | 1,016,530           |                                                | 25%                                                | 254,133                       |                                                                  | 254,133                     | 762,397                |
| St. Paul                                                                                                                  | 13,373,763          |                                                | Lump Sum                                           | 3,700,000                     |                                                                  | 3,700,000                   | 9,673,763              |
| St. Paul Park                                                                                                             | 280,179             |                                                | 25%                                                | 70,045                        |                                                                  | 70,045                      | 210,134                |
| St. Peter                                                                                                                 | 653,005             |                                                | \$1500/improved mile                               | 21,660                        | 93,962                                                           | 115,622                     | 537,383                |
| Stewartville                                                                                                              | 240,706             |                                                | 25%                                                | 60,177                        |                                                                  | 60,177                      | 180,529                |
| Stillwater                                                                                                                | 902,492             |                                                | 25%                                                | 225,623                       |                                                                  | 225,623                     | 676,869                |
| Thief River Falls                                                                                                         | 732,738             |                                                | 25%                                                | 183,185                       | 3,681                                                            | 186,866                     | 545,872                |
| Vadnais Heights                                                                                                           | 519,607             |                                                | 35%                                                | 181,862                       |                                                                  | 181,862                     | 337,745                |
| Victoria                                                                                                                  | 367,280             |                                                | 25%                                                | 91,820                        |                                                                  | 91,820                      | 275,460                |
| Virginia                                                                                                                  | 606,704             |                                                | 25%                                                | 151,676                       |                                                                  | 151,676                     | 455,028                |
| Waconia                                                                                                                   | 598,182             |                                                | 25%                                                | 149,546                       |                                                                  | 149,546                     | 448,636                |
| Waite Park                                                                                                                | 366,600             |                                                | \$1500/improved mile                               | 10,530                        |                                                                  | 10,530                      | 356,070                |
| Waseca                                                                                                                    | 397,743             |                                                | 25%                                                | 99,436                        |                                                                  | 99,436                      | 298,307                |
| West St. Paul                                                                                                             | 834,028             |                                                | 25%                                                | 208,507                       |                                                                  | 208,507                     | 625,521                |
| White Bear Lake                                                                                                           | 1,054,358           |                                                | 25%                                                | 263,590                       |                                                                  | 263,590                     | 790,768                |
| Willmar                                                                                                                   | 1,226,411           |                                                | 25%                                                | 306,603                       |                                                                  | 306,603                     | 919,808                |
| Winona                                                                                                                    | 1,285,132           |                                                | 25%                                                | 321,283                       |                                                                  | 321,283                     | 963,849                |
| Woodbury                                                                                                                  | 3,275,216           |                                                | 25%                                                | 818,804                       |                                                                  | 818,804                     | 2,456,412              |
| Worthington                                                                                                               | 593,627             |                                                | Lump Sum                                           | 100,000                       |                                                                  | 100,000                     | 493,627                |
| Wyoming                                                                                                                   | 510,399             |                                                | 25%                                                | 127,600                       |                                                                  | 127,600                     | 382,799                |
| Zimmerman                                                                                                                 | 246,643             |                                                | \$1500/improved mile                               | 8,475                         |                                                                  | 8,475                       | 238,168                |
| TOTAL                                                                                                                     | \$192,286,547       | \$0                                            |                                                    | \$44,611,010                  | \$1,244,080                                                      | \$45,855,090                | \$146,431,457          |
| GENERAL MAINTENANCE ALLOTMENT OPTIONS:                                                                                    |                     |                                                |                                                    |                               |                                                                  |                             |                        |
| 22 Cities requested \$1,500 per Improved Mile                                                                             |                     |                                                |                                                    |                               |                                                                  |                             |                        |
| 101 Cities requested 25% of Total Allotment MINUS THTB Maintenance Allowance                                              |                     |                                                |                                                    |                               |                                                                  |                             |                        |
| 10 Cities requested 35% of Total Allotment MINUS THTB Maintenance Allowance                                               |                     |                                                |                                                    |                               |                                                                  |                             |                        |
| 15 Cities requested a Lump Sum amount > \$1,500/ Improved Mile and < 35% of Total Allotment                               |                     |                                                |                                                    |                               |                                                                  |                             |                        |
| TOTAL MAINTENANCE ALLOTMENT:                                                                                              |                     |                                                |                                                    |                               |                                                                  |                             |                        |
| General Maintenance Allotment Option (selected by the city) plus THTB Maintenance Allowance and bond interest due, if any |                     |                                                |                                                    |                               |                                                                  |                             |                        |
| * NOTE: There are no Trunk Highway Turnbacks eligible for Turnback Maintenance.                                           |                     |                                                |                                                    |                               |                                                                  |                             |                        |

# DETERMINATION OF THE CONSTRUCTION AND MAINTENANCE ALLOTMENTS

Upon determining the amount available to be distributed in the Municipal State Aid Street Fund the cities Total Maintenance Allotments are computed in accordance with the State Aid Operational Rules Chapter 8820.1400 Subp. 3.

## **General Maintenance Allotment**

The General Maintenance requested is subtracted from the Total Apportionment minus Turnback Maintenance Allowance.

A city may request its General Maintenance Allotment be calculated using one of the following methods:

- 1) \$1500 per mile improved municipal state-aid streets
- 2) 25% of its Total Apportionment
- 3) 35% of its Total Apportionment (maximum percentage allowed)
- 4) A Lump Sum dollar amount greater than \$1500 per improved mile and less than 35% of its Total Apportionment

Bond interest due in the current year is not added to General Maintenance Allotments

The General Maintenance Allotment may not exceed 35% of the Total Apportionment minus Trunk Highway Turnback Maintenance Allowance.

## **Total Maintenance Allotment**

The *Total Maintenance Allotment* is the General Maintenance Allotment plus Trunk Highway Turnback Maintenance Allowance plus Bond Interest due (if any).

The Total Maintenance Allotment of a city may only exceed 35% of its Total Apportionment to pay for Bond Interest.

By City Council resolution, a city may request State Aid to use local funds for the interest.

## **Maintenance Expenditure Report**

If any city's General Maintenance Allotment exceeds 25% of its Total Apportionment that city must submit a Maintenance Expenditure Report to receive the final payment of its Total Maintenance Allotment. The cities that will need to file a Maintenance Expenditure Report at the end of 2018 are:

|                       |                       |                        |  |
|-----------------------|-----------------------|------------------------|--|
| <b>Bloomington</b>    | <b>Fridley</b>        | <b>St. Paul</b>        |  |
| <b>Cloquet</b>        | <b>Minneapolis</b>    | <b>Vadnais Heights</b> |  |
| <b>Corcoran</b>       | <b>Prior Lake</b>     |                        |  |
| <b>Duluth</b>         | <b>Red Wing</b>       |                        |  |
| <b>Falcon Heights</b> | <b>St. Louis Park</b> |                        |  |

Principal payments due on bonds in the current year are paid from the city's Construction Allotment.

# 2017 IMPROVED MILEAGE RECORD

MILEAGE USED FOR MINIMUM MAINTENANCE ALLOCATION

used for the January 2018 allocation

\* Trunk Highway Turnback mileage that receives a separate maintenance allowance is not included in the city's total improved mileage.

| MUNICIPALITY     | IMPROVED<br>MILEAGE | MUNICIPALITY        | IMPROVED<br>MILEAGE | MUNICIPALITY    | IMPROVED<br>MILEAGE | MUNICIPALITY      | IMPROVED<br>MILEAGE |
|------------------|---------------------|---------------------|---------------------|-----------------|---------------------|-------------------|---------------------|
| Albert Lea       | 24.31               | Duluth              | 116.71              | Mahtomedi       | 9.56                | Rogers            | 21.07               |
| Albertville      | 7.51                | Eagan               | 47.98               | Mankato         | 40.00               | Rosemount         | 28.64               |
| Alexandria       | 33.29               | East Bethel         | 23.67               | Maple Grove     | 50.84               | Roseville         | 31.59               |
| Andover          | 33.54               | East Grand Forks    | 16.99               | Maplewood       | 36.68               | Sartell           | 18.52               |
| Anoka            | 15.42               | Eden Prairie        | 48.54               | Marshall        | 18.07               | Sauk Rapids       | 14.21               |
| Apple Valley     | 35.09               | Edina               | 40.85               | Medina          | 11.59               | Savage            | 25.15               |
| Arden Hills      | 6.92                | Elk River           | 36.94               | Mendota Heights | 15.34               | Shakopee          | 37.25               |
| Austin           | 29.88               | Fairmont            | 20.01               | Minneapolis     | 206.03              | Shoreview         | 18.58               |
| Baxter           | 16.22               | Falcon Heights      | 3.29                | Minnetonka      | 51.16               | Shorewood         | 9.20                |
| Belle Plaine     | 8.43                | Faribault           | 24.39               | Minnetrissa     | 13.39               | South St. Paul    | 17.46               |
| Bemidji          | 18.72               | Farmington          | 12.66               | Montevideo      | 9.14                | Spring Lake Park  | 5.82                |
| Big Lake         | 11.30               | Fergus Falls        | 26.18               | Monticello      | 11.97               | St. Anthony       | 5.95                |
| Blaine           | 45.95               | Forest Lake         | 32.97               | Moorhead        | 50.11               | St. Cloud         | 59.25               |
| Bloomington      | 76.12               | Fridley             | 22.90               | Morris          | 9.18                | St. Francis       | 13.27               |
| Brainerd         | 18.33               | Glencoe             | 8.25                | Mound           | 7.71                | St. Joseph        | 6.16                |
| Brooklyn Center  | 21.34               | Golden Valley       | 23.74               | Mounds View     | 10.86               | St. Louis Park    | 32.86               |
| Brooklyn Park    | 60.43               | Grand Rapids        | 25.68               | New Brighton    | 12.98               | St. Michael       | 23.27               |
| Buffalo          | 17.33               | Ham Lake            | 26.13               | New Hope        | 12.86               | St. Paul          | 161.39              |
| Burnsville       | 44.77               | Hastings            | 22.61               | New Prague      | 7.62                | St. Paul Park     | 5.94                |
| Byron            | 7.59                | Hermantown          | 18.57               | New Ulm         | 18.01               | St. Peter         | 14.44               |
| Cambridge        | 16.68               | Hibbing             | 53.50               | North Branch    | 27.18               | Stewartville      | 4.49                |
| Champlin         | 19.77               | Hopkins             | 9.92                | North Mankato   | 15.77               | Stillwater        | 17.73               |
| Chanhassen       | 22.35               | Hugo                | 20.96               | North St. Paul  | 11.22               | Thief River Falls | 16.10               |
| Chaska           | 19.71               | Hutchinson          | 19.52               | Northfield      | 16.53               | Vadnais Heights   | 8.90                |
| Chisago City     | 8.54                | International Falls | 8.08                | Oak Grove       | 23.32               | Victoria          | 7.52                |
| Chisholm         | 8.32                | Inver Grove Heights | 33.95               | Oakdale         | 19.39               | Virginia          | 16.36               |
| Circle Pines     | 3.24                | Isanti              | 6.83                | Orono           | 9.45                | Waconia           | 14.27               |
| Cloquet          | 22.59               | Jordan              | 6.06                | Otsego          | 22.62               | Waite Park        | 7.02                |
| Columbia Heights | 12.50               | Kasson              | 6.03                | Owatonna        | 34.64               | Waseca            | 7.71                |
| Coon Rapids      | 43.23               | LaCrescent          | 5.84                | Plymouth        | 65.31               | West St. Paul     | 13.58               |
| Corcoran         | 15.08               | Lake City           | 8.39                | Prior Lake      | 20.26               | White Bear Lake   | 20.95               |
| Cottage Grove    | 28.83               | Lake Elmo           | 17.88               | Ramsey          | 32.36               | Willmar           | 27.48               |
| Crookston        | 11.58               | Lakeville           | 65.11               | Red Wing        | 24.26               | Winona            | 21.30               |
| Crystal          | 17.47               | Lino Lakes          | 22.01               | Redwood Falls   | 9.93                | Woodbury          | 56.41               |
| Dayton           | 9.60                | Litchfield          | 8.77                | Richfield       | 24.67               | Worthington       | 11.79               |
| Delano           | 6.21                | Little Canada       | 11.35               | Robbinsdale     | 10.05               | Wyoming           | 15.70               |
| Detroit Lakes    | 24.52               | Little Falls        | 21.45               | Rochester       | 107.14              | Zimmerman         | 5.65                |
|                  |                     |                     |                     |                 |                     | <b>TOTAL</b>      | <b>3647.60</b>      |





# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Airport Utility Easements

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> P&F COMMITTEE<br><input checked="" type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution<br>(attach draft) <i>*provide copy of published hearing notice</i><br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading |
| <b>Submitted by:</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Department:</b><br>Engineering                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Presenter (Name &amp; Title):</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Estimated Time Needed:</b><br>5 Minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Attached to this request are the draft easements for the utilities on the airport property. There are separate 30 foot permanent easements for the water and the sewer utility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>These easements are necessary for the City and BPU to be able to maintain the water and sewer utilities on the airport property. The utilities on the airport property were constructed to City/BPU standards by the airport's contractor in unison with the 2016 Airport Utility Extension Project. Because the the on the airport property are City/BPU utilities and do not lie within public right-of-way or easement currently, and the City would like to maintain control of the utility system serving the airport, the City and BPU need easement to maintain or make repairs to the utility in the future. This does not, however, mean that the City is responsible for the water and sewer services serving the buildings on the airport property. Staff will maintain current policies and ordinances, which state that the sewer service to the building is the responsibility of the property owners to maintain and repair at their costs if problems are encountered. BPU has policies relating to water services which state that anything over an inch water service is the responsibility of the property owner to maintain all of the way from the watermain to the building. Anything an inch or less is the property owners responsibility from the building to the curb stop. Building staff have been issuing and inspecting plumbing permits and collecting SAC/WAC on the airport property as connections to the City system are being made. The airport commission unanimously approved signatures on the easement documents at their last scheduled meeting. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Staff recommends authorizing signatures on the easement documents as presented for access to the City/BPU sewer and water utilities on airport property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br><i>Is there a cost associated with this request:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><i>What is the total cost, with tax and shipping</i> \$ _____<br><i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>Please Explain:</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                |

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(Above space reserved for recording data)

## PERPETUAL EASEMENT

THIS EASEMENT GRANT is made by **BRAINERD LAKES REGIONAL AIRPORT**, a Minnesota joint powers entity (hereinafter referred to as the “Grantor”), in favor of and to the **CITY OF BRAINERD**, a Minnesota municipal corporation (hereinafter referred to as the “Grantee”).

The following recitals of fact are a material part of this instrument:

A: The Grantor is the owner of a tract of land located in Crow Wing County, Minnesota and legally described as provided in Exhibit A (hereinafter referred to as the “**Parcel**”):

B: The Grantor wishes to grant and convey to Grantee a perpetual easement for utility and drainage purposes over, under, across, and through those parts of the Parcel described in Exhibit B attached hereto and made a part hereof (hereinafter referred to the “**Perpetual Easement**”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. GRANT OF PERPETUAL EASEMENT. The Grantor hereby grants to the Grantee, and its successors and assigns, the Perpetual Easement for utility and drainage purposes. Exclusive use of the Perpetual Easement is hereby granted to Grantee for said purpose.
2. IMPROVEMENTS OF PERPETUAL EASEMENT. Grantor acknowledges that Grantee may alter and improve the Perpetual Easement premises and include all or part of the Perpetual Easement premises for utility and drainage purposes to the design of the Grantee’s choosing.

Grantor hereby grants and conveys unto Grantee the right, privilege and authority to enter upon said Perpetual Easement premises and adjacent areas of the Parcel as necessary for ingress and egress at any and all times after first obtaining verbal permission from Grantor's staff on duty with all machinery, tools, equipment, vehicles and materials necessary for the purpose above set forth, and to use and remove all earth and other materials lying within the Perpetual Easement premises. In the event of an emergency, Grantee may access the Perpetual Easement premises, and adjacent areas of the Parcel as necessary for ingress and egress, without prior notification to, or permission from, Grantor. In such an emergency, Grantee shall notify Grantor as soon as reasonably possible.

Grantor further agrees not to place any structure upon or within the Perpetual Easement premises that will interfere with the operation or maintenance of said Perpetual Easement grant without first securing the written approval of Grantee.

3.     **WARRANTIES OF TITLE.** Grantor warrants and covenants that Grantor has full authority to grant the Perpetual Easement free and clear of all other claims.

4.     **INDEMNIFICATION.** To the extent allowed by law, Grantee shall indemnify and hold harmless Grantor against any and all liability, loss, costs, damages, expenses, claims, actions, or judgements made by a third-party, which Grantor may hereafter sustain, incur, or be required to pay, arising out of Grantee's use of and exercise of its rights granted by the Easements. Notwithstanding anything to the contrary, Grantee's obligation to indemnify and hold harmless Grantor shall not extend to any claim, liability, loss, costs, damages, expenses, actions, or judgments which relate to, result from, or are caused by Grantor's violation of applicable law, this Easement or the negligent or intentional acts or omissions of Grantee, its officers, employees, agents, assigns. and/or contractors.

5.     **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BRAINERD LAKES REGIONAL AIRPORT**

By: \_\_\_\_\_

Steven Wright, Airport Director

STATE OF MINNESOTA       )  
                                          ) ss  
COUNTY OF CROW WING    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Steven Wright, its Airport Director, on behalf of the Brainerd Lakes Regional Airport, Grantor.

\_\_\_\_\_  
Notary Public

**CITY OF BRAINERD**

By: \_\_\_\_\_

Edwin L. Menk, Mayor

Attest: \_\_\_\_\_

Cassandra Torstenson, City Administrator

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Edwin Menk and Cassandra Torstenson, Mayor and City Administrator, respectively, of the City of Brainerd, Grantee.

This instrument drafted by:  
Brainerd Lakes Regional Airport  
16384 Airport Road, Suite 5  
Brainerd, MN 56401

Exhibit A

Legal Description

ALL OF SECTION 9, EXCEPT THAT PART LEASED TO LELAND T ANDREW ON DOCUMENT #399289, & EXCEPT PART LEASED TO DALE JENSEN, & EXCEPT PART TO STATE OF MINNESOTA BEING THAT PART OF THE SE1/4 OF SW1/4, THE SW1/4 OF SE1/4, & THE N. 1/2 OF SE1/4, AND THE SE1/4 OF NE1/4 SHOWN AS PARCEL 233 ON MINN DEPARTMENT OF TRANSPORTATION ROW PLATS #18-5 & 18-6 ON FILE IN THE OFFICE OF THE CO RECORDER. TOGETHER WITH AN ESMNT OF RECORD AS SHOWN IN DOC #710324.

EASEMENT EXHIBIT

SANITARY SEWER LINE EASEMENT DESCRIPTION

Three strips of land 30.00 feet wide located in that part of the Southwest Quarter of Section 9, Township 45 North, Range 30 West of the Fourth Principal Meridian, Crow Wing County, Minnesota, the centerlines of which being described as follows:

Strip 1

Commencing at the southeast corner of said Southwest Quarter; thence South 88 degrees 02 minutes 55 seconds West, an assumed bearing on the south line of said Southwest Quarter, 877.88 feet; thence North 01 degree 57 minutes 05 seconds West, 184.11 feet to the point of beginning; thence North 44 degrees 45 minutes 41 seconds West, 123.41 feet to a point hereinafter referred to as Point "A"; thence North 31 degrees 30 minutes 02 seconds West, 99.29 feet; thence North 07 degrees 36 minutes 49 seconds West, 175.63 feet; thence North 02 degrees 46 minutes 22 seconds East, 400.50 feet; thence North 20 degrees 33 minutes 03 seconds East, 130.34 feet; thence North 46 degrees 43 minutes 25 seconds West, 326.77 feet to a point hereinafter referred to as Point "B"; thence North 43 degrees 11 minutes 47 seconds West, 287.03 feet; thence North 48 degrees 36 minutes 12 seconds East, 474.25 feet; thence South 50 degrees 56 minutes 45 seconds East, 641.50 feet; thence South 38 degrees 44 minutes 02 seconds East, 78.25 feet and said centerline there terminating.

The sidelines of said strip shall be prolonged or shortened so as to, meet at angle points, begin at a line running through the point of beginning at right angles to first said course, and to terminate at a line running through the point of termination at right angles to last said course.

Strip 2

Beginning at said "POINT A" hereinbefore described; thence South 60 degrees 33 minutes 57 seconds West, 214.84 feet and said centerline there terminating.

The sidelines of said strip shall be prolonged or shortened so as to, begin at a point of intersection with the sideline of the hereinbefore described "Strip 1", and to terminate at a line running through the point of termination at right angles to last said course.

Strip 3

Beginning at said "POINT B" hereinbefore described; thence South 66 degrees 50 minutes 07 seconds West, 243.70 feet; thence South 69 degrees 48 minutes 13 seconds West, 237.08 feet; thence South 53 degrees 02 minutes 44 seconds West, 366.74 feet and said centerline there terminating.

The sidelines of said strip shall be prolonged or shortened so as to, meet at angle points, begin at a point of intersection with the sideline of the hereinbefore described "Strip 1", and to terminate at a line running through the point of termination at right angles to last said course.

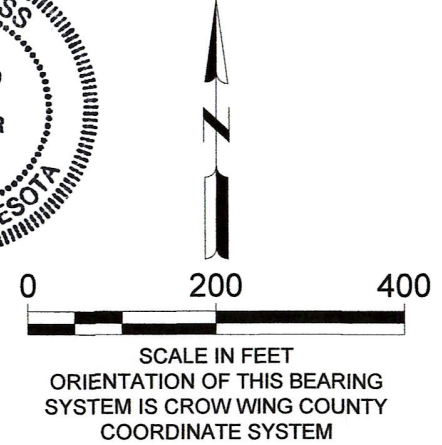
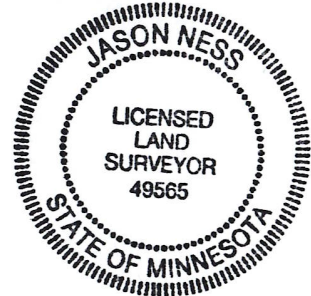
Said easement containing 2.60 acres, more or less.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

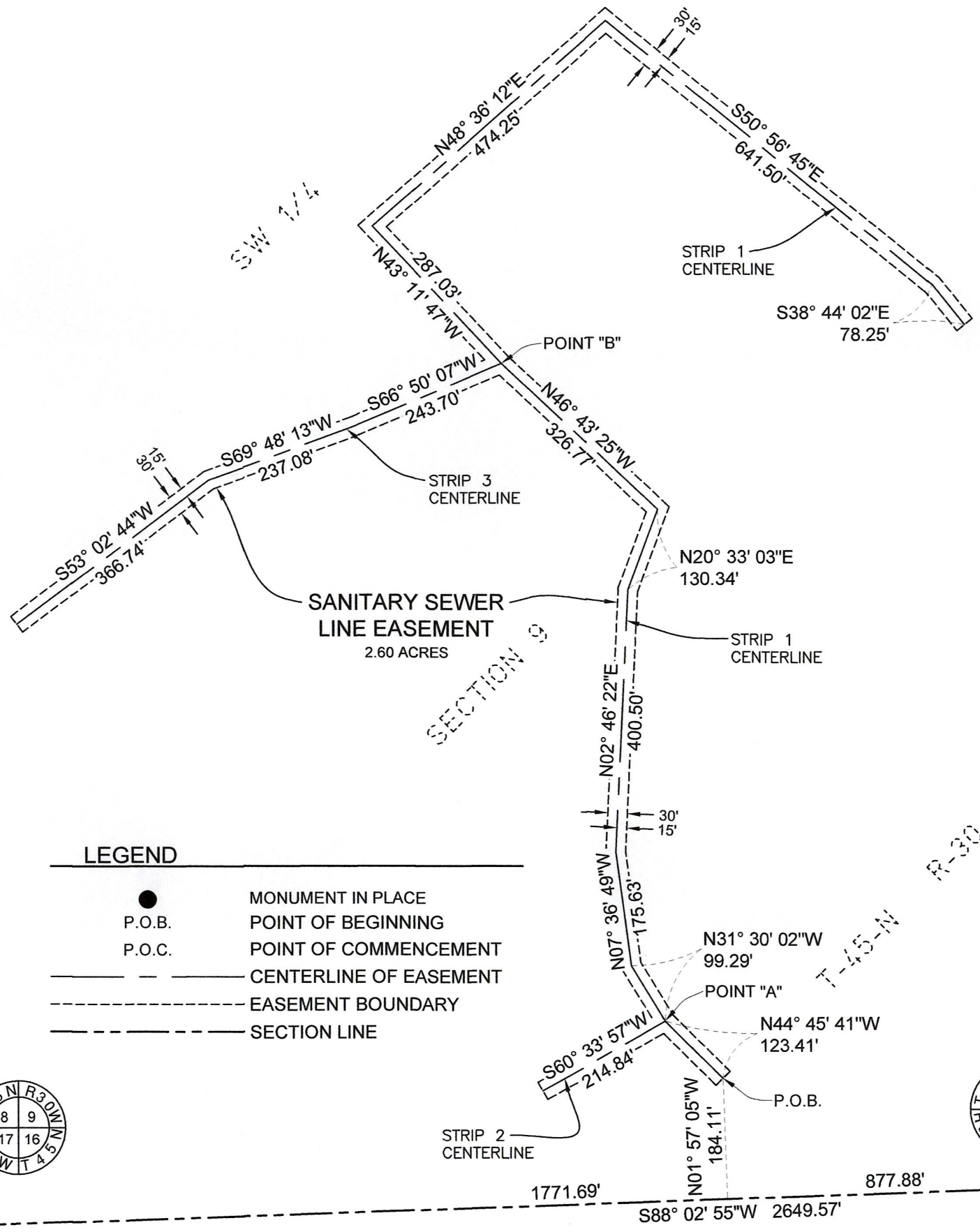
JASON NESS, PLS

REG. NO. 49565 DATE: 1-2-18



BRAINERD LAKES  
REGIONAL AIRPORT  
SANITARY SEWER LINE EASEMENT  
CROW WING COUNTY, MINNESOTA

MSH NO: 2718100-160196  
DATE: 1/2/2018  
DRAWN BY: JN  
CHECKED BY: GN  
APPROVED BY: JN  
DO NOT SCALE DRAWINGS  
SHEET CONTENTS  
EASEMENT EXHIBIT  
PART OF THE SW 1/4  
SECTION 9, T-45-N, R30-W  
CROW WING COUNTY,  
MINNESOTA  
SHEET NO: 1 of 1  
V1



LEGEND

- MONUMENT IN PLACE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- CENTERLINE OF EASEMENT
- - - EASEMENT BOUNDARY
- - - SECTION LINE

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1/2/2018 3:52:08 PM

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(Above space reserved for recording data)

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Grantor hereby grants and conveys unto Grantee the right, privilege and authority to enter upon said Perpetual Easement premises and adjacent areas of the Parcel as necessary for ingress and egress at any and all times after first obtaining verbal permission from Grantor's staff on duty with all machinery, tools, equipment, vehicles and materials necessary for the purpose above set forth, and to use and remove all earth and other materials lying within the Perpetual Easement premises. In the event of an emergency, Grantee may access the Perpetual Easement premises, and adjacent areas of the Parcel as necessary for ingress and egress, without prior notification to, or permission from, Grantor. In such an emergency, Grantee shall notify Grantor as soon as reasonably practicable.

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5.     **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand this \_\_\_\_ day of \_\_\_\_\_, 2018.



**BRAINERD LAKES REGIONAL AIRPORT**

By: \_\_\_\_\_

Steven Wright, Airport Director

STATE OF MINNESOTA       )  
                                          ) ss  
COUNTY OF CROW WING    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Steven Wright, its Airport Director, on behalf of the Brainerd Lakes Regional Airport, Grantor.

\_\_\_\_\_  
Notary Public

**CITY OF BRAINERD**

By: \_\_\_\_\_

Edwin L. Menk, Mayor

Attest: \_\_\_\_\_

Cassandra Torstenson, City Administrator

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

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This instrument drafted by:  
Brainerd Lakes Regional Airport  
16384 Airport Road, Suite 5  
Brainerd, MN 56401

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Legal Description

ALL OF SECTION 9, EXCEPT THAT PART LEASED TO LELAND T ANDREW ON DOCUMENT #399289, & EXCEPT PART LEASED TO DALE JENSEN, & EXCEPT PART TO STATE OF MINNESOTA BEING THAT PART OF THE SE1/4 OF SW1/4, THE SW1/4 OF SE1/4, & THE N. 1/2 OF SE1/4, AND THE SE1/4 OF NE1/4 SHOWN AS PARCEL 233 ON MINN DEPARTMENT OF TRANSPORTATION ROW PLATS #18-5 & 18-6 ON FILE IN THE OFFICE OF THE CO RECORDER. TOGETHER WITH AN ESMNT OF RECORD AS SHOWN IN DOC #710324.



**Mead  
& Hunt**  
8 Seventh Street N  
Fargo, ND 58102  
Phone: 701-566-6455  
[meadhunt.com](http://meadhunt.com)

Six strips of land 30.00 feet wide located in that part of the Southwest Quarter of Section 9, Township 45 North, Range 30 West of the Fourth Principal Meridian, Crow Wing County, Minnesota, the centerlines of which being described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence South 88 degrees 02 minutes 55 seconds West, an assumed bearing on the south line of said Southwest Quarter, 876.58 feet; thence North 01 degree 57 minutes 05 seconds West, 197.34 feet to the Point of Beginning; thence North 44 degrees 34 minutes 44 seconds West, 95.32 feet to a point hereinafter referred to as Point "A"; thence continuing North 44 degrees 34 minutes 44 seconds West, 18.10 feet; thence North 31 degrees 40 minutes 59 seconds West, 95.94 feet; thence North 07 degrees 36 minutes 49 seconds West, 172.72 feet; thence North 03 degrees 13 minutes 11 seconds East, 398.13 feet; thence North 19 degrees 23 minutes 12 seconds East, 132.81 feet to a point hereinafter referred to as Point "B"; thence continuing North 19 degrees 23 minutes 12 seconds East, 8.26 feet; thence North 28 degrees 28 minutes 07 seconds East, 389.49 feet to a point hereinafter referred to as Point "C"; thence North 31 degrees 25 minutes 23 seconds East, 64.47 feet; thence North 13 degrees 26 minutes 18 seconds West, 122.00 feet; thence North 45 degrees 31 minutes 31 seconds West, 300.32 feet; thence South 89 degrees 27 minutes 58 seconds West, 11.36 feet; thence South 48 degrees 49 minutes 27 seconds West, 420.45 feet; thence South 00 degrees 14 minutes 21 seconds East, 113.16 feet to a point hereinafter referred to as Point "D"; thence continuing South 00 degrees 14 minutes 21 seconds East, 2.72 feet; thence South 42 degrees 54 minutes 19 seconds East, 143.42 feet; thence South 46 degrees 38 minutes 21 seconds East, 3.65 feet to a point hereinafter referred to as Point "E"; thence continuing South 46 degrees 38 minutes 21 seconds East, 340.67 feet to said "Point B" and said centerline there terminating.

The sidelines of said strip shall be prolonged or shortened so as to, meet at angle points, and begin at a line running through the point of beginning at right angles to first said course.

Beginning at said "POINT A" hereinbefore described; thence South 61 degrees 59 minutes 41 seconds West, 201.25 feet; thence North 86 degrees 46 minutes 15 seconds West, 19.86 feet and said centerline there terminating.

The sidelines of said strip shall be prolonged or shortened so as to, meet at angle points, begin at a point of intersection with the sideline of the hereinbefore described "Strip 1", and to terminate at a line running through the point of termination at right angles to last said course.

Beginning at said "POINT C" hereinbefore described; thence South 52 degrees 22 minutes 36 seconds East, 251.99 feet; thence South 29 degrees 52 minutes 36 seconds East, 71.08 feet and said centerline there terminating.

The sidelines of said strip shall be prolonged or shortened so as to, meet at angle points, begin at a point of intersection with the sideline of the hereinbefore described "Strip 1", and to terminate at a line running through the point of termination at right angles to last said course.

Beginning at said "POINT D" hereinbefore described; thence North 46 degrees 12 minutes 23 seconds West, 103.68 feet and said centerline there terminating.

The sidelines of said strip shall be prolonged or shortened so as to, begin at a point of intersection with the sideline of the hereinbefore described "Strip 1", and to terminate at a line running through the point of termination at right angles to last said course.

Beginning at said "POINT E" hereinbefore described; thence South 57 degrees 18 minutes 02 seconds West, 121.11 feet; thence South 67 degrees 01 minute 49 seconds West, 130.07 feet; thence South 70 degrees 44 minutes 26 seconds West, 152.05 feet; thence South 68 degrees 06 minutes 05 seconds West, 67.80 feet to a point hereinafter referred to as Point "F"; thence continuing South 68 degrees 06 minutes 05 seconds West, 16.33 feet; thence South 53 degrees 02 minutes 44 seconds West, 360.11 feet; thence North 36 degrees 57 minutes 16 seconds West, 50.92 feet and said centerline there terminating.

The sidelines of said strip shall be prolonged or shortened so as to, meet at angle points, begin at a point of intersection with the sideline of the hereinbefore described "Strip 1", and to terminate at a line running through the point of termination at right angles to last said course.

Beginning at said "POINT F" hereinbefore described; thence North 17 degrees 48 minutes 43 seconds West, 78.03 feet; thence North 41 degrees 17 minutes 04 seconds West, 80.72 feet and said centerline there terminating.

The sidelines of said strip shall be prolonged or shortened so as to, meet at angle points, begin at a point of intersection with the sideline of the hereinbefore described "Strip 5", and to terminate at a point running through the point of termination at right angles to last said course.

Said easement containing 3.06 acres, more or less.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

JASON NESS, PLS

REG. NO. 49565      DATE: 1-2-18

A circular seal for Jason Ness, a Licensed Land Surveyor in the State of Minnesota. The seal features the name "JASON NESS" at the top, "LICENSED LAND SURVEYOR" in the center, and "49565" below it. The words "STATE OF MINNESOTA" are written along the bottom arc of the seal. The seal is surrounded by a decorative border of small, repeating patterns.

SCALE IN FEET  
ORIENTATION OF THIS BEARING  
SYSTEM IS CROW WING COUNTY  
COORDINATE SYSTEM

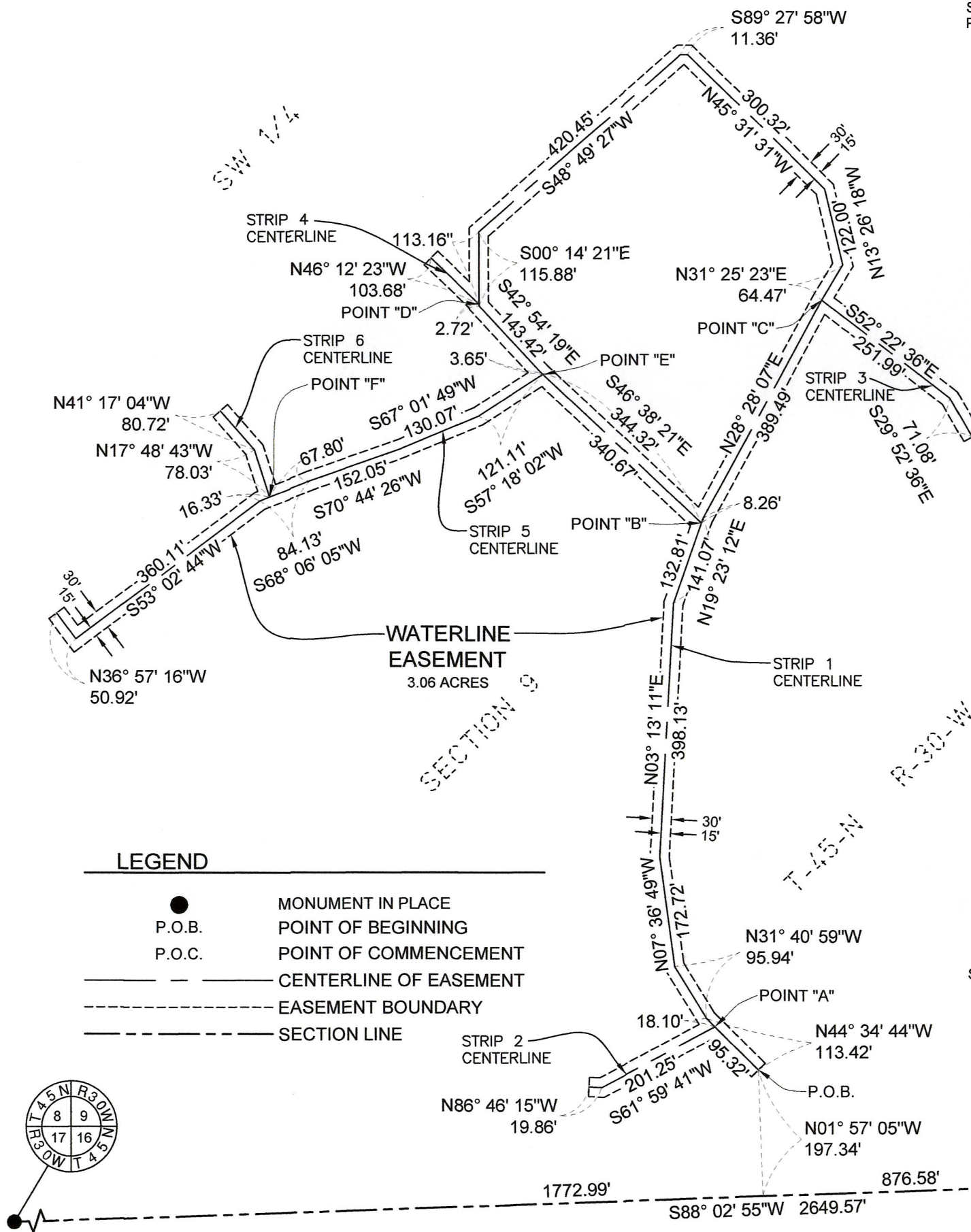
M&H NO.: 2718100-160196  
DATE: 1/2/2018  
DRAWN BY: JN  
CHECKED BY: GN  
APPROVED BY: JN  
DO NOT SCALE DRAWINGS

SHEET CONTENTS

EASEMENT EXHIBIT  
PART OF THE SW 1/4  
SECTION 9, T-45-N, R30-W  
CROW WING COUNTY,  
MINNESOTA

SHEET NO. 1 of 1

V







# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Dellwood Drive Cost Share for Chip Sealing

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div style="display: flex; flex-direction: column; gap: 5px;"><div><input type="checkbox"/> INFORMATION ONLY</div><div><input type="checkbox"/> CONSENT AGENDA</div><div><input type="checkbox"/> P&amp;F COMMITTEE</div><div><input checked="" type="checkbox"/> SPW COMMITTEE</div><div><input type="checkbox"/> MAIN AGENDA</div></div>                                                                                                                                                                                                                                                                                                      | <div><b>Action Requested:</b></div> <div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><div><input checked="" type="checkbox"/> Approve/Deny Motion</div><div><input type="checkbox"/> Adopt Resolution<br/>(attach draft)</div></div><div style="width: 35%; text-align: right;"><div><input type="checkbox"/> Direction Requested</div><div><input type="checkbox"/> Discussion Item</div><div><input type="checkbox"/> Hold Public Hearing*</div><div><input type="checkbox"/> Ordinance 1<sup>st</sup> Reading</div></div></div> <div style="text-align: right; font-size: small; margin-top: 5px;">*provide copy of published hearing notice</div> |
| <b>Submitted by:</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Department:</b><br><div style="font-size: 1.2em; font-weight: bold;">Engineering</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Presenter (Name &amp; Title):</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Estimated Time Needed:</b><br><div style="font-size: 1.2em; font-weight: bold;">5 Minutes</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Summary of Issue:</b><br><p>At the May 1, 2017 Council Meeting, the Council authorized a cost share with the City of Baxter for half of the 1/4 mile portion of Dellwood Drive that lies within the Brainerd City limits.</p>                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br><p>The City of Baxter originally approached us and asked if we would like to participate in their contract. This made the most sense, as the Contractor doing the rest of Baxter's work would already be mobilized to that location. The total estimated cost to do the work was \$5,355.65. This included the chip seal work, striping, and engineering costs. The total invoiced amount from the City of Baxter based upon final quantities is \$4,739.65. This is approximately 12% under the estimated contract cost.</p>                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Recommended Action/Motion:</b><br><p>This is also on the P&amp;F committee for approval for payment. Staff recommends approval invoiced amount and the final quantities so forth presented by the City of Baxter for a total City of Brainerd cost of \$4,739.65.</p>                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Financial Impact:</b> <div style="margin-top: 10px;"><div>Is there a cost associated with this request: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div><div>What is the total cost, with tax and shipping <span style="margin-left: 20px;">\$ <u>\$4,739.35</u></span></div><div>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div><div><u>Please Explain:</u> <span style="margin-left: 20px;">Staff has included this cost under the Improvement 17-02 costs, which was the 2017 chip seal in Brainerd in which final payment has already been made.</span></div></div> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



## Brainerd City Council Agenda Request

SPW  
#6

Agenda Item #

Requested Meeting Date: May 1, 2017

Title of Item: Cost Share - Dellwood Drive Chip Seal

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> P&F COMMITTEE<br><input checked="" type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Paul Sandy, Assistant City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Department:</b><br>Engineering                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Presenter (Name &amp; Title):</b><br>Jeff Hulsether - City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Estimated Time Needed:</b><br>5 minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Half of Dellwood Drive from Wise Road to 1/4 mile south of Wise Road lies within City of Brainerd limits. The City of Baxter plans to chip seal the newly constructed Dellwood Drive this year as part of their chip sealing program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>The City of Baxter has approached us and asked if we would like to participate in the chip sealing of Dellwood Drive while their contractor, Asphalt Surface Technologies Corporation, is chip sealing their portion of street. This would make the most sense in staff's opinion, as the Contractor doing Baxter's work will already be doing the rest of Dellwood Drive. The City would be responsible for covering the cost of 1,320 feet (1/4 mile) for half the width of Dellwood Drive (18'). Total cost to do this work, as estimated by Baxter's Engineer, Bolton and Menk, is \$5,355.65 with the engineering and administration included in the estimated cost. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Staff recommends authorizing staff to enter into an agreement to cover the City of Brainerd's cost for chip sealing Dellwood Drive at an estimated cost of \$5,355.65.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br>Is there a cost associated with this request: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>What is the total cost, with tax and shipping \$ <u>Estimated \$5,355.65</u><br>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u> Cost would come out of construction fund. We typically budget \$150,000 in chip sealing every year. It is anticipated the City's chip seal program will be under budget for 2017.                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                |

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Suite 200  
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Fax: (218) 825-0685  
Bolton-Menk.com

## 2017 Sealcoat Project

**Date:** April 19, 2017  
**To:** Trevor Walter, PE – City Engineer/Public Works Director  
**From:** Bryan Drown, PE  
**Cc:**  
**Subject:** Dellwood Drive  
2017 Sealcoat Project  
Municipal Project Number 4851

Dellwood Drive from Novotny Road to CSAH #49 (Street Segment 737-090) is included in the 2017 City of Baxter Sealcoat project. The north quarter mile of this segment is located half in the City of Baxter and half in the City of Brainerd. The area to be seal coated in the City of Brainerd is 2,934 square yards which is half the street (1,320' x 18') and a right turn lane at the intersection with CSAH #49.

- Fog seal quantity is based on an application rate of 0.12 gallons/sq yd (diluted 50%)
- Seal coat quantity is based on an application rate of 0.33 gallons/sq yd.
- Attached is the bid abstract and striping cut sheet for Dellwood Drive.

Costs for the Brainerd portion based on the apparent low bid submitted by ASTECH, Inc. are:

| Item                                                     | Quantity | Unit   | Unit Price | Total Amount      |
|----------------------------------------------------------|----------|--------|------------|-------------------|
| Bituminous Material for Fog Seal (Street)                | 176      | Gallon | \$3.00     | \$528.00          |
| Bituminous Material for Seal Coat (Street)               | 968      | Gallon | \$2.25     | \$2,178.00        |
| Bituminous Seal Coat FA-2 (Class A, Grey Color) (Street) | 2,934    | Sq Yd  | \$0.52     | \$1,525.68        |
| 4" Solid Line White - Paint (P) (Street)                 | 220      | Lin Ft | \$0.06     | \$13.20           |
| 8" Solid Line White - Paint (P) (Street)                 | 1328     | Lin Ft | \$0.11     | \$146.08          |
| 4" Double Solid Line Yellow - Paint (P) (Street)         | 664      | Lin Ft | \$0.12     | \$79.68           |
| <b>Total Construction Cost:</b>                          |          |        |            | <b>\$4,470.64</b> |
| Legal, Administration, Advertising Cost (5%)             |          |        |            | \$223.53          |
| Project Engineering Cost (12%)                           |          |        |            | \$536.48          |
| Calculation of Brainerd project costs                    | 1        | Hour   | \$125.00   | \$125.00          |
| <b>Total City of Brainerd Cost:</b>                      |          |        |            | <b>\$5,355.65</b> |

# ABSTRACT OF BIDS

2017 SEALCOAT PROJECT - CITY IMPROVEMENT NO. 4851

CITY OF BAXTER, MINNESOTA

BMI PROJECT NO. B11.112836

Date: 4/6/2017

| ITEM NO.                          | ITEM                                                          | APPROX. QUANT. | UNIT     | Engineer's Estimate |              | ASTECH Corp<br>St. Cloud, MN |              | Allied Blacktop Company<br>Maple Grove, MN |              | Asphalt Preservation<br>Detroit Lakes, MN |              |
|-----------------------------------|---------------------------------------------------------------|----------------|----------|---------------------|--------------|------------------------------|--------------|--------------------------------------------|--------------|-------------------------------------------|--------------|
|                                   |                                                               |                |          | UNIT PRICE          | AMOUNT       | UNIT PRICE                   | AMOUNT       | UNIT PRICE                                 | AMOUNT       | UNIT PRICE                                | AMOUNT       |
| BASE BID                          |                                                               |                |          |                     |              |                              |              |                                            |              |                                           |              |
| 1                                 | Mobilization                                                  | 1              | Lump Sum | \$10,000.00         | \$10,000.00  | \$20,000.00                  | \$20,000.00  | \$25,000.00                                | \$25,000.00  | \$25,000.00                               | \$25,000.00  |
| 2                                 | Bituminous Material for Fog Seal (Street)                     | 13868          | Gallon   | \$4.50              | \$62,406.00  | \$3.00                       | \$41,604.00  | \$4.14                                     | \$57,413.52  | \$1.80                                    | \$24,962.40  |
| 3                                 | Bituminous Material for Fog Seal (Trail)                      | 463            | Gallon   | \$4.50              | \$2,083.50   | \$3.00                       | \$1,389.00   | \$4.14                                     | \$1,916.82   | \$1.80                                    | \$833.40     |
| 4                                 | Bituminous Material for Seal Coat (Street)                    | 76275          | Gallon   | \$2.50              | \$190,687.50 | \$2.25                       | \$171,618.75 | \$0.50                                     | \$38,137.50  | \$1.86                                    | \$141,871.50 |
| 5                                 | Bituminous Material for Seal Coat (Trail)                     | 2315           | Gallon   | \$2.50              | \$5,787.50   | \$2.25                       | \$5,208.75   | \$0.50                                     | \$1,157.50   | \$1.86                                    | \$4,305.90   |
| 6                                 | Bituminous Seal Coat FA-2 (Class A, Grey Color) (Street)      | 231137         | Sq Yd    | \$0.50              | \$115,568.50 | \$0.52                       | \$120,191.24 | \$1.03                                     | \$238,071.11 | \$1.20                                    | \$277,364.40 |
| 7                                 | Bituminous Seal Coat FA-1 (Class A, Grey Color) (Trail)       | 11575          | Sq Yd    | \$0.50              | \$5,787.50   | \$1.00                       | \$11,575.00  | \$1.09                                     | \$12,616.75  | \$1.20                                    | \$13,890.00  |
| 8                                 | Pre-Application of Bituminous (Street)                        | 1              | Lump Sum | \$4,000.00          | \$4,000.00   | \$2,500.00                   | \$2,500.00   | \$5,000.00                                 | \$5,000.00   | \$5,000.00                                | \$5,000.00   |
| 9                                 | Traffic Control (Street)                                      | 1              | Lump Sum | \$7,500.00          | \$7,500.00   | \$5,000.00                   | \$5,000.00   | \$75,000.00                                | \$75,000.00  | \$3,900.00                                | \$3,900.00   |
| 10                                | Pavement Message - Paint (P) (Street)                         | 183            | Each     | \$100.00            | \$18,300.00  | \$29.00                      | \$5,307.00   | \$28.00                                    | \$5,124.00   | \$75.00                                   | \$13,725.00  |
| 11                                | 4" Solid Line White - Paint (P) (Street)                      | 17458          | Lin Ft   | \$0.10              | \$1,745.80   | \$0.06                       | \$1,047.48   | \$0.058                                    | \$1,012.56   | \$0.08                                    | \$1,396.64   |
| 12                                | 4" Broken Line White - Paint (P) (Street)                     | 1800           | Lin Ft   | \$0.10              | \$180.00     | \$0.06                       | \$108.00     | \$0.058                                    | \$104.40     | \$0.18                                    | \$324.00     |
| 13                                | 8" Solid Line White - Paint (P) (Street)                      | 25793          | Lin Ft   | \$0.25              | \$6,448.25   | \$0.11                       | \$2,837.23   | \$0.10                                     | \$2,579.30   | \$0.14                                    | \$3,611.02   |
| 14                                | 8" Solid Line White - Paint (Crosswalk) (P) (Street)          | 1227           | Lin Ft   | \$0.25              | \$306.75     | \$1.20                       | \$1,472.40   | \$1.15                                     | \$1,411.05   | \$1.20                                    | \$1,472.40   |
| 15                                | 4" Solid Line Yellow - Paint (P) (Street)                     | 9237           | Lin Ft   | \$0.10              | \$923.70     | \$0.06                       | \$554.22     | \$0.058                                    | \$535.75     | \$0.08                                    | \$738.96     |
| 16                                | 4" Broken Line Yellow - Paint (P) (Street)                    | 7050           | Lin Ft   | \$0.10              | \$705.00     | \$0.06                       | \$423.00     | \$0.058                                    | \$408.90     | \$0.08                                    | \$564.00     |
| 17                                | 4" Double Solid Line Yellow - Paint (P) (Street)              | 22313          | Lin Ft   | \$0.25              | \$5,578.25   | \$0.12                       | \$2,677.56   | \$0.116                                    | \$2,588.31   | \$0.16                                    | \$3,570.08   |
| 18                                | 24" Solid Line White (P) (Street)                             | 42             | Lin Ft   | \$7.00              | \$294.00     | \$5.25                       | \$220.50     | \$5.00                                     | \$210.00     | \$3.00                                    | \$126.00     |
| 19                                | 24" Solid Line Yellow (P) (Street)                            | 77             | Lin Ft   | \$7.00              | \$539.00     | \$5.25                       | \$404.25     | \$5.00                                     | \$385.00     | \$2.80                                    | \$215.60     |
| 20                                | Cross Walk White (P) (Street)                                 | 396            | Sq Ft    | \$4.00              | \$1,584.00   | \$2.10                       | \$831.60     | \$2.00                                     | \$792.00     | \$2.70                                    | \$1,069.20   |
| BASE BID TOTAL:                   |                                                               |                |          | \$440,425.25        |              | \$394,969.98                 |              | \$469,464.47                               |              | \$523,940.50                              |              |
| BID ALTERNATE 1                   |                                                               |                |          |                     |              |                              |              |                                            |              |                                           |              |
| 21                                | Bituminous Material for Fog Seal (PW Facility)                | 561            | Gallon   | \$10.00             | \$5,610.00   | \$3.00                       | \$1,683.00   | \$4.14                                     | \$2,322.54   | \$5.00                                    | \$2,805.00   |
| 22                                | Bituminous Material for Seal Coat (PW Facility)               | 3087           | Gallon   | \$4.00              | \$12,348.00  | \$2.25                       | \$6,945.75   | \$0.50                                     | \$1,543.50   | \$4.00                                    | \$12,348.00  |
| 23                                | Bituminous Seal Coat FA-2 (Class A, Grey Color) (PW Facility) | 9354           | Sq Yd    | \$4.00              | \$37,416.00  | \$1.00                       | \$9,354.00   | \$1.09                                     | \$10,195.86  | \$3.22                                    | \$30,119.88  |
| 24                                | Pavement Markings (PW Facility)                               | 1              | Lump Sum | \$2,000.73          | \$2,000.73   | \$1,100.00                   | \$1,100.00   | \$1,000.00                                 | \$1,000.00   | \$1,000.00                                | \$1,000.00   |
| BID ALTERNATE 1 TOTAL:            |                                                               |                |          | \$57,374.73         |              | \$19,082.75                  |              | \$15,061.90                                |              | \$46,272.88                               |              |
| BASE BID + BID ALTERNATE 1 TOTAL: |                                                               |                |          | \$497,799.98        |              | \$414,052.73                 |              | \$484,526.37                               |              | \$570,213.38                              |              |

Denotes value different than submitted bid

MATCH LINE

(1593') 4" SOLID  
DOUBLE YELLOW

(1593') 8" SOLID  
WHITE

(1659') 8" SOLID  
WHITE

(210') 8" DOTTED  
LINE - WHITE

250'

210'

175'

MATCH LINE



SCALE: 1"= 200'

(220') 4" SOLID  
LINE - WHITE

(1328') 4" SOLID  
DOUBLE YELLOW

(1328') 8" SOLID  
WHITE

(1328') 8" SOLID  
WHITE

220'

230'

MATCH LINE

| STRIPING ITEM           | QUAN.    | MARKING ITEM     | QUAN.  |
|-------------------------|----------|------------------|--------|
| 4" BROKEN LINE - WHITE  | 0 FT     | RIGHT ARROW      | 0 EACH |
| 8" SOLID LINE - WHITE   | 5,908 FT | LEFT ARROW       | 0 EACH |
| 4" SOLID LINE - WHITE   | 220 FT   | THRU ARROW       | 0 EACH |
| 4" SOLID LINE - YELLOW  | 0 FT     | RIGHT-THRU ARROW | 0 EACH |
| 4" DOUBLE LINE - YELLOW | 2,921 FT | LEFT-THRU ARROW  | 0 EACH |
| 8" DOTTED - WHITE       | 40 FT    | "ONLY" MARKING   | 0 EACH |

DELLWOOD DRIVE 6

STRIPING AND MARKING PLAN  
BAXTER, MINNESOTA





# City of Baxter

PO Box 2626, 13190 Memorywood Dr  
Baxter, MN 56425  
(218) 454-5100, fax (218) 454-5103

Invoice No. PW2018-003

## INVOICE

### Customer

Name City of Brainerd  
Attn: Paul Sandy, City Engineer  
Address 501 Laurel Street  
City Brainerd State MN ZIP 56401

Date 1/16/2018  
Order No.  
Rep  
FOB

| Qty                                                    | Description                                                    | Unit Price | TOTAL      |
|--------------------------------------------------------|----------------------------------------------------------------|------------|------------|
| 1                                                      | Chipsealing and Striping<br>Brainerd portion of Dellwood Drive | \$4,739.65 | \$4,739.65 |
| PLEASE REMIT UPON RECEIPT                              |                                                                |            |            |
| ON YOUR CHECK, PLEASE REFERENCE INVOICE NO. PW2018-003 |                                                                |            |            |

### Payment Details

- ☐ Cash  
☒ Check  
☐

|                     |                   |
|---------------------|-------------------|
| SubTotal            | \$4,739.65        |
| Shipping & Handling |                   |
| Taxes *             | 7.875%            |
| Payment             |                   |
| <b>TOTAL</b>        | <b>\$4,739.65</b> |

Office Use Only: Type Code 4851-03-499-00-44030

*All accounts due and payable within 30 days of billing. A FINANCE CHARGE is computed on a PERIODIC RATE OF 1.5% PER MONTH which is an ANNUAL PERCENTAGE RATE OF 18% on any previous balance not paid within 30 days.*



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Baxter, MN 56425-8676

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

## 2017 Sealcoat Project

**Date:** January 15, 2018  
**To:** Trevor Walter, PE – City Engineer/Public Works Director  
**From:** Bryan Drown, PE  
**Cc:**  
**Subject:** Dellwood Drive  
2017 Sealcoat Project  
Municipal Project Number 4851

Dellwood Drive from Novotny Road to CSAH #49 (Street Segment 737-090) is included in the 2017 City of Baxter Sealcoat project. The north quarter mile of this segment is located half in the City of Baxter and half in the City of Brainerd. The area to be seal coated in the City of Brainerd is 2,934 square yards which is half the street (1,320' x 18') and a right turn lane at the intersection with CSAH #49.

- Fog seal quantity is based on an application rate of 0.12 gallons/sq yd (diluted 50%)
- Seal coat quantity is based on an application rate of 0.25 gallons/sq yd.
- Attached is the bid abstract and striping cut sheet for Dellwood Drive.

Costs for the Brainerd portion based on the apparent low bid submitted by ASTECH, Inc. are:

| Item                                                     | Quantity | Unit   | Unit Price | Total Amount      |
|----------------------------------------------------------|----------|--------|------------|-------------------|
| Bituminous Material for Fog Seal (Street)                | 176      | Gallon | \$3.00     | \$528.00          |
| Bituminous Material for Seal Coat (Street)               | 734      | Gallon | \$2.25     | \$1,651.50        |
| Bituminous Seal Coat FA-2 (Class A, Grey Color) (Street) | 2,934    | Sq Yd  | \$0.52     | \$1,525.68        |
| 4" Solid Line White - Paint (P) (Street)                 | 220      | Lin Ft | \$0.06     | \$13.20           |
| 8" Solid Line White - Paint (P) (Street)                 | 1328     | Lin Ft | \$0.11     | \$146.08          |
| 4" Double Solid Line Yellow - Paint (P) (Street)         | 664      | Lin Ft | \$0.12     | \$79.68           |
| <b>Total Construction Cost:</b>                          |          |        |            | <b>\$3,944.14</b> |
| Legal, Administration, Advertising Cost (5%)             |          |        |            | \$197.21          |
| Project Engineering Cost (12%)                           |          |        |            | \$473.30          |
| Calculation of Brainerd project costs                    | 1        | Hour   | \$125.00   | \$125.00          |
| <b>Total City of Brainerd Cost:</b>                      |          |        |            | <b>\$4,739.65</b> |

# ABSTRACT OF BIDS

2017 SEALCOAT PROJECT - CITY IMPROVEMENT NO. 4851

CITY OF BAXTER, MINNESOTA

BMI PROJECT NO. B11.112836

Date: 4/6/2017

| 1                                 |                                                               |                |          |                     |              | 2                            |              | 3                                          |              |                                           |              |
|-----------------------------------|---------------------------------------------------------------|----------------|----------|---------------------|--------------|------------------------------|--------------|--------------------------------------------|--------------|-------------------------------------------|--------------|
| ITEM NO.                          | ITEM                                                          | APPROX. QUANT. | UNIT     | Engineer's Estimate |              | ASTECH Corp<br>St. Cloud, MN |              | Allied Blacktop Company<br>Maple Grove, MN |              | Asphalt Preservation<br>Detroit Lakes, MN |              |
|                                   |                                                               |                |          | UNIT PRICE          | AMOUNT       | UNIT PRICE                   | AMOUNT       | UNIT PRICE                                 | AMOUNT       | UNIT PRICE                                | AMOUNT       |
| BASE BID                          |                                                               |                |          |                     |              |                              |              |                                            |              |                                           |              |
| 1                                 | Mobilization                                                  | 1              | Lump Sum | \$10,000.00         | \$10,000.00  | \$20,000.00                  | \$20,000.00  | \$25,000.00                                | \$25,000.00  | \$25,000.00                               | \$25,000.00  |
| 2                                 | Bituminous Material for Fog Seal (Street)                     | 13868          | Gallon   | \$4.50              | \$62,406.00  | \$3.00                       | \$41,604.00  | \$4.14                                     | \$57,413.52  | \$1.80                                    | \$24,962.40  |
| 3                                 | Bituminous Material for Fog Seal (Trail)                      | 463            | Gallon   | \$4.50              | \$2,083.50   | \$3.00                       | \$1,389.00   | \$4.14                                     | \$1,916.82   | \$1.80                                    | \$833.40     |
| 4                                 | Bituminous Material for Seal Coat (Street)                    | 76275          | Gallon   | \$2.50              | \$190,687.50 | \$2.25                       | \$171,618.75 | \$0.50                                     | \$38,137.50  | \$1.86                                    | \$141,871.50 |
| 5                                 | Bituminous Material for Seal Coat (Trail)                     | 2315           | Gallon   | \$2.50              | \$5,787.50   | \$2.25                       | \$5,208.75   | \$0.50                                     | \$1,157.50   | \$1.86                                    | \$4,305.90   |
| 6                                 | Bituminous Seal Coat FA-2 (Class A, Grey Color) (Street)      | 231137         | Sq Yd    | \$0.50              | \$115,568.50 | \$0.52                       | \$120,191.24 | \$1.03                                     | \$238,071.11 | \$1.20                                    | \$277,364.40 |
| 7                                 | Bituminous Seal Coat FA-1 (Class A, Grey Color) (Trail)       | 11575          | Sq Yd    | \$0.50              | \$5,787.50   | \$1.00                       | \$11,575.00  | \$1.09                                     | \$12,616.75  | \$1.20                                    | \$13,890.00  |
| 8                                 | Pre-Application of Bituminous (Street)                        | 1              | Lump Sum | \$4,000.00          | \$4,000.00   | \$2,500.00                   | \$2,500.00   | \$5,000.00                                 | \$5,000.00   | \$5,000.00                                | \$5,000.00   |
| 9                                 | Traffic Control (Street)                                      | 1              | Lump Sum | \$7,500.00          | \$7,500.00   | \$5,000.00                   | \$5,000.00   | \$75,000.00                                | \$75,000.00  | \$3,900.00                                | \$3,900.00   |
| 10                                | Pavement Message - Paint (P) (Street)                         | 183            | Each     | \$100.00            | \$18,300.00  | \$29.00                      | \$5,307.00   | \$28.00                                    | \$5,124.00   | \$75.00                                   | \$13,725.00  |
| 11                                | 4" Solid Line White - Paint (P) (Street)                      | 17458          | Lin Ft   | \$0.10              | \$1,745.80   | \$0.06                       | \$1,047.48   | \$0.058                                    | \$1,012.56   | \$0.08                                    | \$1,396.64   |
| 12                                | 4" Broken Line White - Paint (P) (Street)                     | 1800           | Lin Ft   | \$0.10              | \$180.00     | \$0.06                       | \$108.00     | \$0.058                                    | \$104.40     | \$0.18                                    | \$324.00     |
| 13                                | 8" Solid Line White - Paint (P) (Street)                      | 25793          | Lin Ft   | \$0.25              | \$6,448.25   | \$0.11                       | \$2,837.23   | \$0.10                                     | \$2,579.30   | \$0.14                                    | \$3,611.02   |
| 14                                | 8" Solid Line White - Paint (Crosswalk) (P) (Street)          | 1227           | Lin Ft   | \$0.25              | \$306.75     | \$1.20                       | \$1,472.40   | \$1.15                                     | \$1,411.05   | \$1.20                                    | \$1,472.40   |
| 15                                | 4" Solid Line Yellow - Paint (P) (Street)                     | 9237           | Lin Ft   | \$0.10              | \$923.70     | \$0.06                       | \$554.22     | \$0.058                                    | \$535.75     | \$0.08                                    | \$738.96     |
| 16                                | 4" Broken Line Yellow - Paint (P) (Street)                    | 7050           | Lin Ft   | \$0.10              | \$705.00     | \$0.06                       | \$423.00     | \$0.058                                    | \$408.90     | \$0.08                                    | \$564.00     |
| 17                                | 4" Double Solid Line Yellow - Paint (P) (Street)              | 22313          | Lin Ft   | \$0.25              | \$5,578.25   | \$0.12                       | \$2,677.56   | \$0.116                                    | \$2,588.31   | \$0.16                                    | \$3,570.08   |
| 18                                | 24" Solid Line White (P) (Street)                             | 42             | Lin Ft   | \$7.00              | \$294.00     | \$5.25                       | \$220.50     | \$5.00                                     | \$210.00     | \$3.00                                    | \$126.00     |
| 19                                | 24" Solid Line Yellow (P) (Street)                            | 77             | Lin Ft   | \$7.00              | \$539.00     | \$5.25                       | \$404.25     | \$5.00                                     | \$385.00     | \$2.80                                    | \$215.60     |
| 20                                | Cross Walk White (P) (Street)                                 | 396            | Sq Ft    | \$4.00              | \$1,584.00   | \$2.10                       | \$831.60     | \$2.00                                     | \$792.00     | \$2.70                                    | \$1,069.20   |
| BASE BID TOTAL:                   |                                                               |                |          | \$440,425.25        | \$394,969.98 | \$469,464.47                 | \$523,940.50 |                                            |              |                                           |              |
| BID ALTERNATE 1                   |                                                               |                |          |                     |              |                              |              |                                            |              |                                           |              |
| 21                                | Bituminous Material for Fog Seal (PW Facility)                | 561            | Gallon   | \$10.00             | \$5,610.00   | \$3.00                       | \$1,683.00   | \$4.14                                     | \$2,322.54   | \$5.00                                    | \$2,805.00   |
| 22                                | Bituminous Material for Seal Coat (PW Facility)               | 3087           | Gallon   | \$4.00              | \$12,348.00  | \$2.25                       | \$6,945.75   | \$0.50                                     | \$1,543.50   | \$4.00                                    | \$12,348.00  |
| 23                                | Bituminous Seal Coat FA-2 (Class A, Grey Color) (PW Facility) | 9354           | Sq Yd    | \$4.00              | \$37,416.00  | \$1.00                       | \$9,354.00   | \$1.09                                     | \$10,195.86  | \$3.22                                    | \$30,119.88  |
| 24                                | Pavement Markings (PW Facility)                               | 1              | Lump Sum | \$2,000.73          | \$2,000.73   | \$1,100.00                   | \$1,100.00   | \$1,000.00                                 | \$1,000.00   | \$1,000.00                                | \$1,000.00   |
| BID ALTERNATE 1 TOTAL:            |                                                               |                |          | \$57,374.73         | \$19,082.75  | \$15,061.90                  | \$46,272.88  |                                            |              |                                           |              |
| BASE BID + BID ALTERNATE 1 TOTAL: |                                                               |                |          | \$497,799.98        | \$414,052.73 | \$484,526.37                 | \$570,213.38 |                                            |              |                                           |              |

Denotes value different than submitted bid

MATCH LINE

(1593') 4" SOLID  
DOUBLE YELLOW(1593') 8" SOLID  
WHITE(1659') 8" SOLID  
WHITE(210') 8" DOTTED  
LINE - WHITE

250'

210'

175'

MATCH LINE

(220') 4" SOLID  
LINE - WHITE(1328') 4" SOLID  
DOUBLE YELLOW(1328') 8" SOLID  
WHITE(1328') 8" SOLID  
WHITE

220'

230'

MATCH LINE



SCALE: 1"= 200'

| STRIPING ITEM           | QUAN.    | MARKING ITEM     | QUAN.  |
|-------------------------|----------|------------------|--------|
| 4" BROKEN LINE - WHITE  | 0 FT     | RIGHT ARROW      | 0 EACH |
| 8" SOLID LINE - WHITE   | 5,908 FT | LEFT ARROW       | 0 EACH |
| 4" SOLID LINE - WHITE   | 220 FT   | THRU ARROW       | 0 EACH |
| 4" SOLID LINE - YELLOW  | 0 FT     | RIGHT-THRU ARROW | 0 EACH |
| 4" DOUBLE LINE - YELLOW | 2,921 FT | LEFT-THRU ARROW  | 0 EACH |
| 8" DOTTED - WHITE       | 40 FT    | "ONLY" MARKING   | 0 EACH |

**DELLWOOD DRIVE 6**
**STRIPING AND MARKING PLAN**  
**BAXTER, MINNESOTA**





# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Event/Street Closure Application - St. Patrick's Day Parade

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> P&F COMMITTEE<br><input checked="" type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                                            | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Department:</b><br>Engineering                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Presenter (Name &amp; Title):</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Estimated Time Needed:</b><br>5 Minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Attached is the event/street closure application from Ms. Holly Holm for the St. Patrick's Day Parade.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>The parade utilizes Front Street, Laurel Street, S 7th Street, and Maple Street (staging area). The applicant has requested the use of City owned barricades to block certain streets during the parade. The applicant has pledged to notify the area businesses of the event by personally stopping and letting them know of the event along with distributing fliers. There is also a small portable sound system that will be used during the event. Other events include a medallion hunt and a kids costume contest. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Staff recommends approval of the event application with the conditions of continued work with law enforcement for the event and organization by the applicant with the engineering and street department for the use of the City traffic control devices.                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br>Is there a cost associated with this request: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>What is the total cost, with tax and shipping \$ _____<br>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u>                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                |

## PART I: GENERAL INFORMATION

Estimated number of attendees: 1500

For Profit/Nonprofit status (type): 501c3

Event contact e-mail address:

### Description of Activities

Brief description of the activities planned during the event: \_\_\_\_\_

Kids costume contest, medallion hunt, parade

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

### Site Information

Electrical usage?

Yes ☐ No ☒

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

Amplified sound?

Yes ☒ No ☐

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

Small portable sound system.

Restrooms provided?

Yes ☐ No ☒ How many? \_\_\_\_\_

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

Company contracted for restrooms: NA

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

Sign, banners, and posters/flyers?

Yes ☒ No ☐

Locations and descriptions: Distributed downtown businesses  
8 1/2 x 11 flyers

Trash Disposal?

Yes ☐ No ☒

Company contracted for trash disposal: \_\_\_\_\_

Event Layout and Street Site Map

Yes ☒ No ☐

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

### Area Notification

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

Personal visit to merchants by event organizers.

## PART II: STREET CLOSURE REQUEST

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

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

Please describe the name and sections of the streets for which you are requesting temporary closure (e.g. "South 7<sup>th</sup> Street between Maple Street and Front Street").

Map attached

Time and date for beginning of street closures: 3-17-18 12:30 pm.

Time and date for reopening of streets: 3-17-18 1:30 pm.

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

Personal visit to merchants by event organizers.

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

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

Sidewalks remain open. City parking lots close by.



### PART III: CONTACTS, PERMITS, AND FEES CHECKLIST

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

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

#### Contact Information:

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

## PART VI: FOR OFFICIAL USE ONLY

### Departmental Sign-Offs Required

|                           | Approval Date/Initials | Comments                                                                                                        |
|---------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------|
| Brainerd Public Utilities | <u>OK</u>              |                                                                                                                 |
| City Administration       | <u>OK</u>              |                                                                                                                 |
| Engineering Depart.       | <u>OK</u>              | <u>Organize traffic control w/ engineering and</u>                                                              |
| Fire Department           | <u>OK</u>              | <u>Street dept.</u>                                                                                             |
| Fire Support/EMS          | <u>OK</u>              |                                                                                                                 |
| Parks and Recreation      | <u>OK</u>              |                                                                                                                 |
| Planning Department       | <u>OK</u>              |                                                                                                                 |
| Police Department         | <u>1/29/18 OK</u>      | <u>May have CSO's available to help</u><br><u>plus an off duty officer to lead</u><br><u>parade festivities</u> |

### Certification of Street Closure Approval

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

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### Special Event/Festival Application and Permit Approval

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

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

#### **PART IV: HOLD HARMLESS AGREEMENT AND INSURANCE INFORMATION**

The applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the applicant's event herein described.

The City, in its discretion, may require the Applicant to obtain liability insurance for any special event. If liability insurance is required, the following requirements apply:

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

#### **PART V: SIGNATURE OF EVENT APPLICANT**

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

Holly Holm

Signature of the Event Applicant

1-24-18

Date submitted to the City

Holly Holm

PRINT NAME

\_\_\_\_\_  
Event Applicant Title

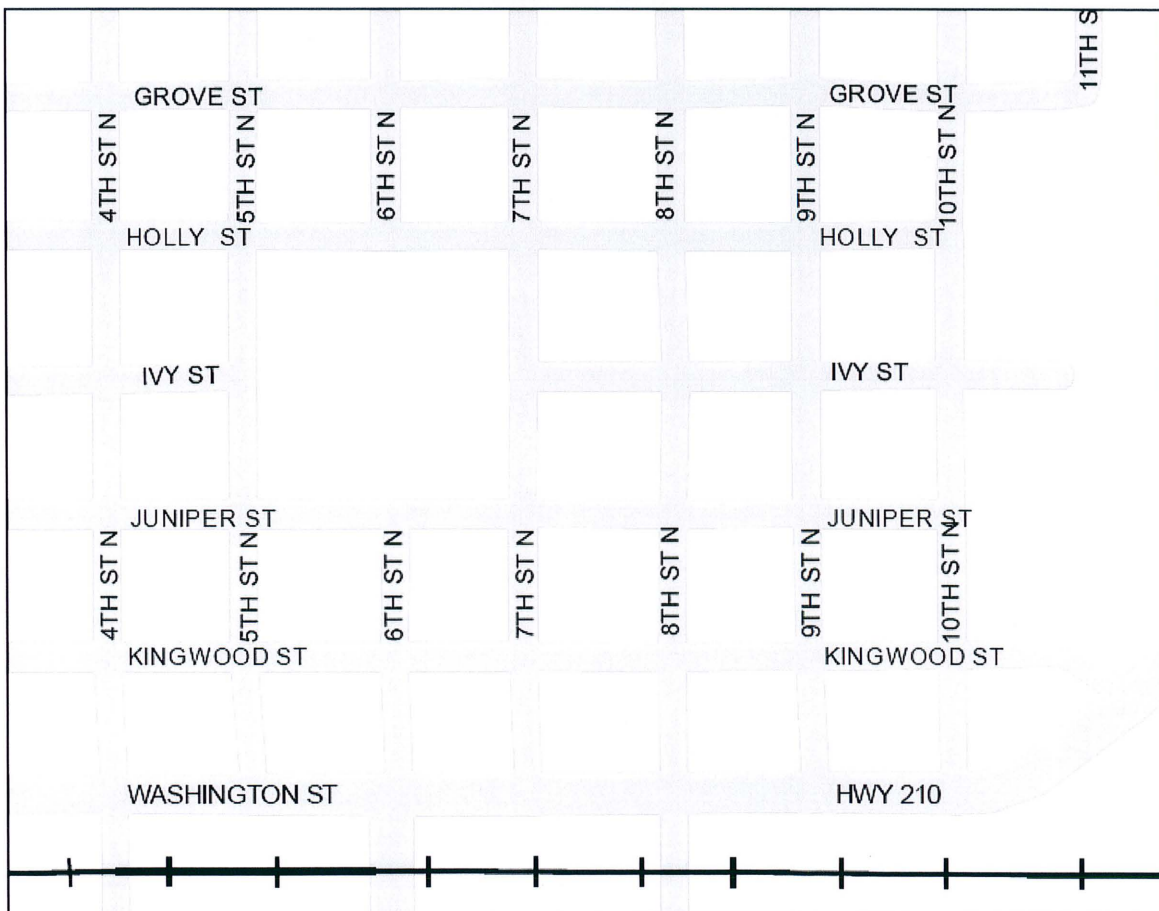


## Historic Downtown



- Parade Route
- Staging Area
- Barricades
- Parade check in
- Judges

## Gregory Park





# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Res - S 6th Street Detour Agreement

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> P&F COMMITTEE<br><input checked="" type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Department:</b><br>Engineering                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Presenter (Name &amp; Title):</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Estimated Time Needed:</b><br>5 Minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Attached to this request is a detour agreement with MnDOT for the S 6th Street Reconstruction Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>MnDOT reimburses owners of street mileage used as detour routes for the duration of time the detour route will be used. The calculation (Gas Tax Method) multiplies the Combined Tax Factor by the average daily traffic diverted from the trunk highway (12,400 for this calculation) times the city street length in miles for the detour times the number of days the detour is used. The Gas Tax Method was a study performed to uniformly pay local agencies for use of local streets as temporary trunk highways. Detours that are planned will utilize Oak Street from 13th Street SE to S 6th Street, Quince Street from S 6th Street to S 8th Street, and S 8th Street from Quince Street to TH 210. The total amount due to the City via the Gas Tax Method and the agreement is \$6,658.27. Actual monies due to the City will be dependent upon the actual duration the specific detours are used and the amount modified after the detour signs are removed and traffic restored to TH 371B. |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Adopt the attached resolution entering into Agreement No. 1030302 - Detour Agreement between the City of Brainerd and the Minnesota Department of Transportation and authorize proper signatures on the agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br>Is there a cost associated with this request: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>What is the total cost, with tax and shipping \$ _____<br>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                |

January 17, 2018

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

**RECEIVED**  
**JAN 22 2018**  
CITY OF BRAINERD  
ADMINISTRATION

RE: Proposed Const. Agreement No. **1030302**  
City of Brainerd  
S.P. 1814-06 (T.H. 371B=337)  
Reconstruct T.H. 371B from Joseph St. to T.H. 210 in Brainerd

Dear Mr. Sandy:

Transmitted herewith in duplicate is a proposed agreement with the City of Brainerd. This agreement provides for payment by the state to the city for road life consumed on Oak St., 8<sup>th</sup> St. and Quince St. which will be used as the temporary Trunk Highway Detour required for this project.

Kindly present this agreement to the City Council for their approval and execution, which includes original signatures of the City Council authorized City officers, on the two copies of the agreement. Also required are two original copies of a resolution passed by the City Council authorizing its officers to sign the agreement in its behalf. A suggested form of such resolution is enclosed.

Please return the two original signed copies of the agreement and resolution once they have been executed by the City. A copy will be returned to the City when fully executed.

Sincerely,



Scott Zeidler  
Senior Engineering Specialist

Enc. Proposed Agreement (2)  
Resolution (2)

cc: Maryanne Kelly-Sonnek – M.S. 682  
File

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF BRAINERD  
DETOUR AGREEMENT**

**For Trunk Highway No. 371B Detour**

|                                                     |                                   |
|-----------------------------------------------------|-----------------------------------|
| <b>State Project Number (S.P.):</b> <u>1814-06</u>  | <b>Original Amount Encumbered</b> |
| <b>Trunk Highway Number (T.H.):</b> <u>371B=337</u> | <u>\$6,658.27</u>                 |

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

**Recitals**

1. The State is about to perform grading, surfacing and storm/sanitary sewer construction upon, along and adjacent to Trunk Highway No. 371B from Joseph Street to Trunk Highway No. 210 under State Project No. 1814-06 (T.H. 371B=337); and
2. The State requires a detour to carry Trunk Highway No. 371B traffic on Oak Street (St.), South 8<sup>th</sup> St. and Quince St. during the construction; and
3. The State is willing to reimburse the City for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the City, and pays for the detour compensation.

**2. Agreement Between the Parties**

**2.1 Detour.**

- A. Location.** The State will establish the T.H. 371B detour route on the following City streets as detailed in the project plans or Special Provisions:

Stage 1A – Oak St. for a total distance of 0.52 miles.

Stage 1B – Oak St. and South 8<sup>th</sup> St. for a total distance of 0.74 miles.

Stage 2 – South 8<sup>th</sup> St. and Quince St. for a total distance of 0.67 miles.

- B. Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the City for changes to the detour route. If such change increases the States obligation over Article 3.3B, the agreement will be amended.

- C. Axle Loads and Over-Dimension Loads.** The City will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- E. Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the City streets used for the detour, at no cost or expense to the City. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the City.
- F. Duration.** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

**2.2 Basis of State Cost (Road Life Consumed).** The State will reimburse the City for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A.** The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the city street length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
- B.** The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

### 3. Payment

**3.1 For Road Life Consumed.** \$6,658.27 is the State's estimated cost for the road life consumed by the detour based on the data below:

|                          | <u>Tax Factor</u> | <u>ADT</u> | <u>Road Length</u><br><u>(Miles)</u> | <u>Duration (Days)</u> | <u>Cost</u>       |
|--------------------------|-------------------|------------|--------------------------------------|------------------------|-------------------|
| Stage 1A                 | 0.00513           | 12,400     | 0.52                                 | 75                     | \$2,480.87        |
| Stage 1B                 | 0.00513           | 12,400     | 0.74                                 | 48                     | \$2,259.50        |
| Stage 2                  | 0.00513           | 12,400     | 0.67                                 | 45                     | \$1,917.90        |
| Total Road Life Consumed |                   |            |                                      |                        | <u>\$6,658.27</u> |

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

- 3.2 Maximum Obligation.** \$17,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.
- 3.3 Conditions of Payment.** The State will pay the City the State's total road life consumed payment amount after performing the following conditions.
  - A.** Execution of this Agreement and the City's receipt of the executed Agreement.
  - B.** State's encumbrance of the State's total payment amount.



- C. State's removal of all detour signs.
- D. State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the City for payment.

#### 4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the city streets used as a T.H. 371B detour to as good of condition as they were before designation as temporary Trunk Highways.

#### 5. Authorized Representatives

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

##### 5.1 The State's Authorized Representative will be:

Name/Title: Scott Zeidler/Senior Engineering Specialist (or successor)  
Address: 7694 Industrial Park Rd. Baxter, MN 56425  
Telephone: (218) 828-5800  
E-Mail: scott.zeidler@state.mn.us

##### 5.2 The City's Authorized Representative will be:

Name/Title: Paul Sandy/City of Brainerd Engineer (or successor)  
Address: 501 Laurel St. Brainerd, MN 56401  
Telephone: (218) 828-2307  
E-Mail: psandy@ci.brainerd.mn.us

#### 6. Assignment; Amendments; Waiver; Contract Complete

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

#### 7. Liability

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

#### 8. State Audits

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

## 9. Government Data Practices

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

## 10. Governing Law; Jurisdiction; Venue

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

## 11. Termination; Suspension

**11.1 *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**11.2 *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3 *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

## 12. Force Majeure

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

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

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and § 16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Purchase Order: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Approved: \_\_\_\_\_

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

**CITY OF BRAINERD**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

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

## CITY OF BRAINERD

### RESOLUTION

IT IS RESOLVED that the City of Brainerd enter into MnDOT Agreement No. 1030302 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the use of Oak Street (St.), South 8<sup>th</sup> St. and Quince St. as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway (T.H.) No. 371B from Joseph St. to T. H. No. 210 under State Project No. 1814-06 (T.H. 371B=337).

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

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Brainerd at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

NOTARY  
STAMP

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

**R E S O L U T I O N**  
**NO \_\_\_\_\_**

**MNDOT DETOUR AGREEMENT**

BE IT RESOLVED, that the City of Brainerd enter into MnDOT Agreement No. 1030302 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the use of Oak Street (St.), South 8<sup>th</sup> St. and Quince St. as a detour route during the contract construction to be performed upon, along, and adjacent to Trunk Highway (T.H.) No. 371B from Joseph St. to T.H. No. 210 under State Project No. 1814-06 (T.H.371B=337).

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
DAVID J. PRITSCHET  
President of the Council

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
EDWIN L. MENK  
Mayor

ATTEST: \_\_\_\_\_  
CASSANDRA TORSTENSON  
City Administrator



# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Notice Of Hearing - Annual MS4 Stormwater Public Hearing

|                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> P&F COMMITTEE<br><input checked="" type="checkbox"/> SPW COMMITTEE<br><input type="checkbox"/> MAIN AGENDA                                                                          | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                                    | <b>Department:</b><br>Engineering                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Presenter (Name &amp; Title):</b><br>Paul Sandy, City Engineer                                                                                                                                                                                                                                    | <b>Estimated Time Needed:</b><br>5 Minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>In order to maintain compliance with the City MS4 permit, the City must hold an annual public hearing to allow the public to provide input on the City's Stormwater Pollution Prevention Plan and stormwater management practices.                                       |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>A short presentation with a public hearing following will be presented at the meeting on March 19, 2018.                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Staff recommends setting the annual MS4 Stormwater Public Hearing for March 19, 2018 at 7:30 PM at the City Council Chambers.                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br>Is there a cost associated with this request: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>What is the total cost, with tax and shipping \$ _____<br>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u> |                                                                                                                                                                                                                                                                                                                                                                                                                |

## **NOTICE OF ANNUAL STORMWATER PUBLIC MEETING**

NOTICE is hereby given that the City Council of the City of Brainerd will hold the Annual Stormwater Public Meeting in the Council Chambers of the City Hall, 501 Laurel Street, Brainerd, Minnesota 56401 at 7:30 p.m. on Monday, March 19, 2018. Any person wishing to express an opinion on the matters to be considered will be heard orally or in writing.

Dated this 6<sup>th</sup> day of February 2018

---

CASSANDRA TORSTENSON  
City Administrator  
City of Brainerd, Minnesota

Publish Brainerd Dispatch February 9, 2018 (once)

**From:** [danhegstad@gmail.com](mailto:danhegstad@gmail.com) [<mailto:danhegstad@gmail.com>] **On Behalf Of** Dan Hegstad  
**Sent:** Saturday, January 20, 2018 10:50 AM  
**To:** Tony Sailer <[tsailer@ci.brainerd.mn.us](mailto:tsailer@ci.brainerd.mn.us)>; [edmenk@brainerd.net](mailto:edmenk@brainerd.net)  
**Subject:** Time to move on

Good day Mayor Menk and Tony,  
Since I'm biking at Cuyuna every chance I get, I've joined the trail maintenance crew and will likely take on other projects at Cuyuna as well.  
With a full-time job and side business there isn't time to do everything I have decided to leave the Park Board.  
I think you, Kim and the other Board members for allowing me to serve for the past two years. It has been a fun and rewarding experience. I look forward to working on Rotary Park through the Rotary Club.  
I'm glad to stay on the board until a replacement appointed, or through the March meeting.  
Again, thank you!  
Dan

--

*Dan Hegstad*



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[Easy Street Productions](#)

[Speaker & Trainer - Speech Coach](#)

[Visit my YouTube Channel for speaking tutorial videos: YOU Can Be A REASONABLY ADEQUATE Speaker!](#)

#### **The 4 Way Test of Rotary International**

1. Is it the truth?
2. Is it fair to all concerned?
3. Will it build good will and better friendships?
4. Will it be beneficial to all concerned?



RECEIVED

City of Brainerd  
Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

JAN 26 2018

Commission/Committee/Board Applying for

Library

Date:

1/25/18

CITY OF BRAINERD  
ADMINISTRATION

This application is public data pursuant to M.S. 13.43

**PLEASE NOTE:** Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

\* Name: Last Hyatt First Loyal M.I. M

**PLEASE NOTE:** To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

\* Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

\* If you do not live but do own property within the City Limits please list the address of that property for verification: \_\_\_\_\_

\* Phone Number(s): Home: \_\_\_\_\_ Work: \_\_\_\_\_

Cell: \_\_\_\_\_ \* Email Address: \_\_\_\_\_

Why do you want to be on the Commission/Committee/Board you are applying for?

I have served on this board, feel I have contributed and wish to continue

What skills, strengths, or abilities do you believe you will add to the organization?

Master's Degree (Education), life long reader, mechanical ability, taught parliamentary procedure, listen to other views

\* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? yes

\* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

none

Please list any additional comments on the back of this form (limit of 2 pages)

Loyal M Hyatt 1/25/18  
(Signature) (Date)

\* Required Information

Submit completed application forms via one of the following options:

email: [chillman@ci.brainerd.mn.us](mailto:chillman@ci.brainerd.mn.us)

fax: 218-828-2316

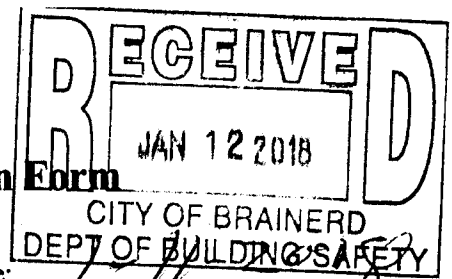
Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401

Updated 2/2017

**City of Brainerd**  
**Commission/Committee/Board Application Form**

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Kitchikan MI Date: 1-11-2018



**This application is public data pursuant to M.S. 13.43**

**PLEASE NOTE:** Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

\* Name: Last Koef First MARY M.I. A.

**PLEASE NOTE:** To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

\* Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

\* If you do not live but do own property within the City Limits please list the address of that property for verification: \_\_\_\_\_

\* Phone Number(s): Home: \_\_\_\_\_ Work: \_\_\_\_\_

Cell: \_\_\_\_\_ \* Email Address: \_\_\_\_\_

Why do you want to be on the Commission/Committee/Board you are applying for?

Brainerd has the largest library in Region 6 with county, pays most, must assure value for dollar.

What skills, strengths, or abilities do you believe you will add to the organization?

Understand laws that govern library. Can speak on behalf of Brainerd. Love & use library.

\* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? yes

\* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

No Conflict

Please list any additional comments on the back of this form (limit of 2 pages)

Mary Koef 1-11-2018  
(Signature) (Date)

\* Required Information

Submit completed application forms via one of the following options:

**email:** [chillman@ci.brainerd.mn.us](mailto:chillman@ci.brainerd.mn.us)

**fax:** 218-828-2316

**Mail:** City of Brainerd, 501 Laurel Street, Brainerd MN 56401

Updated 2/2017

**City of Brainerd**  
**Commission/Committee/Board Application Form**  
*Any questions contact City Hall at 218-828-2307*

**RECEIVED**  
JAN 11 2018  
CITY OF BRAINERD  
ADMINISTRATION

Commission/Committee/Board Applying for Park Board Date: 1-11-18

**This application is public data pursuant to M.S. 13.43**

**PLEASE NOTE:** Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

\* Name: Last Boeder First Timothy M.I. J

**PLEASE NOTE:** To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

\* Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

\* If you do not live but do own property within the City Limits please list the address of that property for verification: \_\_\_\_\_

\* Phone Number(s): Home: \_\_\_\_\_ Work: \_\_\_\_\_

Cell: \_\_\_\_\_ \* Email Address: \_\_\_\_\_

Why do you want to be on the Commission/Committee/Board you are applying for?

~~RENEWAL~~ Member Renewal

What skills, strengths, or abilities do you believe you will add to the organization?

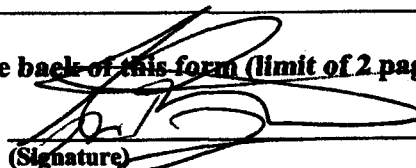
Past Service

\* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? yes

\* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

none

Please list any additional comments on the back of this form (limit of 2 pages)

  
(Signature) 1-11-18  
(Date)

\* Required Information

Submit completed application forms via one of the following options:

**email:** [chillman@ci.brainerd.mn.us](mailto:chillman@ci.brainerd.mn.us) **fax:** 218-828-2316  
**Mail:** City of Brainerd, 501 Laurel Street, Brainerd MN 56401

Updated 2/2017

RECEIVED

OCT 16 2017

**City of Brainerd**  
**Commission/Committee/Board Application Form**

Any questions contact City Hall at 218-828-2307

**CITY OF BRAINERD  
ADMINISTRATION**

Commission/Committee/Board Applying for Parks Board Date: 10/16/17

**This application is public data pursuant to M.S. 13.43**

**PLEASE NOTE:** Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

\* Name: Last Schaefer First Kara M.I. T

**PLEASE NOTE:** To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

\* Address: \_\_\_\_\_ City, State, Zip. \_\_\_\_\_

\* If you do not live but do own property within the City Limits please list the address of that property for verification: \_\_\_\_\_

\* Phone Number(s): Home: \_\_\_\_\_ Work: \_\_\_\_\_

Cell: \_\_\_\_\_ Email Address: \_\_\_\_\_

Why do you want to be on the Commission/Committee/Board you are applying for?  
See attached.

What skills, strengths, or abilities do you believe you will add to the organization?  
See Attached

\* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? Yes

\* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:  
No

Please list any additional comments on the back of this form (limit of 2 pages)

[Signature]  
(Signature)

10-16-17  
(Date)

\* Required Information

Submit completed application forms via one of the following options:

**email:** chillman@ci.brainerd.mn.us

**fax:** 218-828-2316

**Mail:** City of Brainerd, 501 Laurel Street, Brainerd MN 56401

Updated 2/2017

**City of Brainerd**  
**Commission/Committee/Board Application Form**

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for

Date:

*Transportation* *1-2-2018*

**This application is public data pursuant to M.S. 13.43**

**PLEASE NOTE:** Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

\*Name: Last *Koep* First *MARY* M.I. *A*

**PLEASE NOTE:** To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

\*Address: \_\_\_\_\_ City, State, Zip:

*Brainerd, MN 56401*

\*If you do not live but do own property within the City Limits please list the address of that property for verification: \_\_\_\_\_

\*Phone Number(s): Home: \_\_\_\_\_ Work: \_\_\_\_\_

Cell: \_\_\_\_\_ \*Email Address: \_\_\_\_\_

Why do you want to be on the Commission/Committee/Board you are applying for?

*Bus service is important  
must be available, and cost effective*

What skills, strengths, or abilities do you believe you will add to the organization?

*Experienced with Challenges and  
opportunities.*

\*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? *Yes*

\*After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

*No - none*

Please list any additional comments on the back of this form (limit of 2 pages)

*Mary Koep* *1-2-2018*  
(Signature) (Date)

\*Required Information

Submit completed application forms via one of the following options:

**email:** [chillman@ci.brainerd.mn.us](mailto:chillman@ci.brainerd.mn.us)

**fax:** 218-828-2316

**Mail:** City of Brainerd, 501 Laurel Street, Brainerd MN 56401

Updated 2/2017

**City of Brainerd**  
**Commission/Committee/Board Application Form**

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for TAC Date: 1/3/2018

**This application is public data pursuant to M.S. 13.43**

**PLEASE NOTE:** Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

\* Name: Last Wohl First Mary M.I. K

**PLEASE NOTE:** To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

\* Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

\* If you do not live but do own property within the City Limits please list the address of that property for verification: \_\_\_\_\_

\* Phone Number(s): Home: \_\_\_\_\_ Work: \_\_\_\_\_

Cell: \_\_\_\_\_ \* Email Address: \_\_\_\_\_

**Why do you want to be on the Commission/Committee/Board you are applying for?**

In consideration of the people I serve in my position and other community members I believe I  
may see needs that are outside of the normal transportation needs in the community.

**What skills, strengths, or abilities do you believe you will add to the organization?**

Good communication, organization, ability to see outside the box, dedication to the community and  
its members.

\* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? Yes \_\_\_\_\_

\* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

No \_\_\_\_\_

**Please list any additional comments on the back of this form (limit of 2 pages)**

**Mary Wohl**

Digitally signed by Mary Wohl  
Date: 2018.01.03 09:21:25  
-06'00'

(Signature)

(Date)

\* Required Information

**Submit completed application forms via one of the following options:**

**email:** chillman@ci.brainerd.mn.us **fax:** 218-828-2316

**Mail:** City of Brainerd, 501 Laurel Street, Brainerd MN 56401

Updated 2/2017

**City of Brainerd**  
**Commission/Committee/Board Application Form**

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for TAC Date: 12/15/17

**This application is public data pursuant to M.S. 13.43**

**PLEASE NOTE:** Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

\* Name: Last LAISON First KEVIN M.I. L

**PLEASE NOTE:** To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

\* Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

\* If you do not live but do own property within the City Limits please list the address of that property for verification: RENT BUSINESS

\* Phone Number(s): Home: \_\_\_\_\_ Work: \_\_\_\_\_

Cell: \_\_\_\_\_ \* Email Address: \_\_\_\_\_

Why do you want to be on the Commission/Committee/Board you are applying for?

VEGETED INTEREST IN GETTING PEOPLE TO WORK IN CWC  
PEOPLE WE SERVE ARE HEAVY USERS OF TRANSIT

What skills, strengths, or abilities do you believe you will add to the organization?

10 YEARS OF MANAGEMENT EXP. HAVE SAT  
ON SIMILAR COMMITTEES

\* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? YES

\* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

NONE

Please list any additional comments on the back of this form (limit of 2 pages)

K.C.  
(Signature)

12/15/17  
(Date)

\* Required Information

Submit completed application forms via one of the following options:

**email:** [chillman@ci.brainerd.mn.us](mailto:chillman@ci.brainerd.mn.us)

**fax:** 218-828-2316

**Mail:** City of Brainerd, 501 Laurel Street, Brainerd MN 56401

Updated 2/2017

**City of Brainerd**  
**Commission/Committee/Board Application Form**

*Any questions contact City Hall at 218-828-2307*

Commission/Committee/Board Applying for Transportation Advisory Committee Date: 12/22/17

**This application is public data pursuant to M.S. 13.43**

**PLEASE NOTE:** Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

\*Name: Last Bertram First Nathan M.I. D

**PLEASE NOTE:** To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

\*Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

\*If you do not live but do own property within the City Limits please list the address of that property for verification: \_\_\_\_\_

\*Phone Number(s): Home: \_\_\_\_\_ Work: \_\_\_\_\_

Cell: \_\_\_\_\_ \*Email Address: \_\_\_\_\_

**Why do you want to be on the Commission/Committee/Board you are applying for?**

Transportation effects a large portion of individuals that we work with in Community Services. Ensuring a strong transportation system in our area would be beneficial not only to those that we serve, but the local business that those individuals can get to. I believe that I can advocate for these individuals.

**What skills, strengths, or abilities do you believe you will add to the organization?**

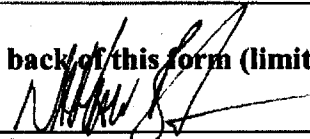
I am organized and am able to think strategically about the tasks at hand. I like to analyze problems and try to come up with proactive solutions.

\*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? Quarterly - no specific date set yet - I would attend meetings

\*After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

I don't believe I have any. I do work for Crow Wing County Community Services, but don't believe that is a conflict at this time.

Please list any additional comments on the back of this form (limit of 2 pages)

  
(Signature) 12/22/17  
(Date)

\*Required Information

*Submit completed application forms via one of the following options:*

**email:** chillman@ci.brainerd.mn.us **fax:** 218-828-2316  
**Mail:** City of Brainerd, 501 Laurel Street, Brainerd MN 56401

Updated 2/2017





# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Consideration of On-Sale Wine & Beer License for Burrito California

|                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input checked="" type="checkbox"/> MAIN AGENDA                                                                                     | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Connie Hillman                                                                                                                                                                                                                                                                          | <b>Department:</b><br>Finance                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Presenter (Name &amp; Title):</b><br>Finance Director Hillman                                                                                                                                                                                                                                                | <b>Estimated Time Needed:</b><br>5 Minutes                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Summary of Issue:</b><br>Burrito California, 404 1/2 West Washington Street, has submitted an application for an on-sale wine and beer license. The application has been reviewed, and both the police and fire chiefs have signed off on the application.                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Alternatives, Options, Effects on Others/Comments:</b>                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommended Action/Motion:</b><br>Approve the new on-sale wine and beer license for Burrito California located at 404 1/2 West Washington Street.                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Financial Impact:</b><br>Is there a cost associated with this request: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>What is the total cost, with tax and shipping \$ _____<br>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u> |                                                                                                                                                                                                                                                                                                                                                                                                                |



# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** Housing and Rehabilitation Grant Application

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input checked="" type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                        | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input checked="" type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input checked="" type="checkbox"/> Hold Public Hearing*<br><input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Connie Hillman on behalf of HRA                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Department:</b><br>Finance                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Presenter (Name &amp; Title):</b><br>John Schommer, HRA Rehabilitation Coordinator                                                                                                                                                                                                                                                                                                                                                                              | <b>Estimated Time Needed:</b><br>10 Minutes                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Summary of Issue:</b><br>At the November 6, 2017 council meeting, the City Council authorized the HRA to submit a Small Cities Development Program (SDCP) 2018 Preliminary Proposal to the Department of Employment and Economic Development (DEED) for a northeast Brainerd and downtown grant program. The request was for \$692,725. Based on our preliminary proposal, we were invited to submit a full application to DEED which is due February 22, 2018. |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br>The following information needs to be included with the full application: proof of a public hearing as published January 19, 2018; a resolution authorizing the local government application; and a completed Citizen Participation Plan.                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Recommended Action/Motion:</b><br>* Hold the public hearing for the proposed new grant for the target area of northeast Brainerd and downtown.<br>* Adopt resolution authorizing Local Government Application.<br>* Authorize appropriate signature on the Citizen Participation Plan.                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Financial Impact:</b><br>Is there a cost associated with this request: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>What is the total cost, with tax and shipping \$ _____<br>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><u>Please Explain:</u>                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                      |

(Published in the Brainerd Dispatch,  
January 19, 2018, 1t.)

**Notice of Public Hearing  
City of Brainerd  
County of Crow Wing  
State of Minnesota**

Notice is hereby given that the City of Brainerd will conduct a Public Hearing on February 5, 2018 at 7:30 p.m. at the Brainerd City Hall in the Council Chambers. The purpose of the hearing is to receive citizen input into the proposed submission of a grant application to the Minnesota Department of Employment and Economic Development and to receive public comment concerning general community development and housing needs in the City. The activities to be financed with these grant funds is owner occupied, rental occupied housing and commercial rehabilitation. All interested parties are invited to attend and will be given the opportunity to ask questions and to provide public input and/or comments. If you are unable to attend the hearing you are invited to submit your comments in writing prior to the scheduled hearing. Written comments or questions will be addressed at the hearing and written response will be provided by the City. Non-English speaking residents and other persons with special needs who plan to attend the hearing are asked to contact City Hall (218)828-2307 prior to the hearing so that arrangements can be made to address any needed accommodations.

## AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA )

) ss.

COUNTY OF Crow Wing )

Ann Windorski, being first duly sworn, on oath states as follows:

1. I am the publisher of the Brainerd Dispatch, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

Friday, January 19, 2018

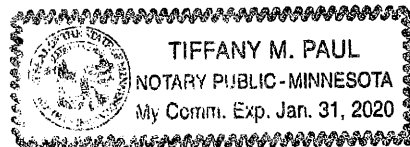
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows:  
\$12.70

5. Mortgage Foreclosure Notices Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Crow Wing County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

Ann Windorski  
[Signature]

Subscribed and sworn to before me on  
this 19th day of January, 2018.

Notary Public



**RESOLUTION NO. XX:18**

**LOCAL GOVERNMENT APPLICATION RESOLUTION  
SMALL CITIES DEVELOPMENT PROGRAM APPLICATION**

Applicant Name: The City of Brainerd

BE IT RESOLVED that The City of Brainerd act as the legal sponsor for the project contained in the Application to be submitted on February 22, 2018 and that the Mayor and City Administrator are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of The City of Brainerd.

BE IT FURTHER RESOLVED that The City of Brainerd has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that The City of Brainerd has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the State, The City of Brainerd may enter into an agreement with the State of Minnesota for the approved project, and that The City of Brainerd certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Administrator, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project on behalf of the Applicant.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2018

---

DAVID J. PRITSCHET  
President of the Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018

---

EDWIN L. MENK  
Mayor

ATTEST: \_\_\_\_\_  
CASSANDRA TORSTENSON  
City Administrator

## **Citizen Participation Plan**

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, this Citizen Participation Plan is hereby adopted to ensure that the citizens of City of Brainerd (hereinafter referred to as the Applicant), particularly persons of low and moderate income residing in slum and blight areas and in areas in which CDBG funds are proposed to be used, are encouraged to participate in the planning and implementation of CDBG-funded activities.

### **Public Hearing**

A public hearing or public hearings will be the primary means of obtaining citizen views and responding to proposals and questions related to community development and housing needs, proposed CDBG activities and past CDBG performance.

Prior to submitting a CDBG application to the State of Minnesota, the Applicant will need to conduct at least one public hearing to identify community development and housing needs, including the needs of very low and low income persons, as well as other needs in the community that might be addressed through the CDBG program. At the hearing, the Applicant must also, at minimum, review the proposed CDBG activities, their benefiting location(s), overall cost and proposed financing, and the implementation schedule. In addition, the past performance of the Applicant in carrying out CDBG responsibilities should be reviewed. Compliance with historic requirements of the CDBG program must be discussed, including whether there are/may be any historic or potentially historic buildings in the target area, and how the Applicant intends to address compliance with federal regulations governing the "Protection of Historic Properties."

Formal notice of the public hearing must be provided, which follows the posting/publication requirement(s) of the Applicant. A public notice will also be posted in places frequented by the public, especially low and moderate income persons benefiting from or affected by proposed CDBG activities. As circumstances warrant and as the Applicant determine necessary or appropriate, participation may additionally be specifically solicited from persons of low and moderate income, those benefiting from or affected by CDBG activities and/or representatives of such persons. Hearings will be held at times and in locations convenient to potential and actual beneficiaries and with accommodation for the handicapped. In case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate, arrangements will be made to have an interpreter present. Citizens must be provided the opportunity to comment upon the original Citizen Participation Plan and on substantial amendments to it, or to the activities for which CDBG funds will be used.

### **Public Information and Records**

Information and records regarding the proposed and past use of CDBG funds will be available at Brainerd City Hall during regular office hours. The public will be so informed of this by public notice. Special communication aids can be made available to persons upon request.

### **Written Comments and Response**

The Applicant will respond to written complaints and grievances, in writing, in a timely manner. When at all possible, such written responses shall be made within fifteen (15) working days.

City of Brainerd

---

Mayor – City of Brainerd

---

Date

## NE Brainerd SCDP Timeline

| <u>TASK</u>             | <u>START DATE</u> | <u>END DATE</u> |
|-------------------------|-------------------|-----------------|
| Environmental Review    | 06-18             | 07-18           |
| Environmental Clearance | 07-18             | 07-18           |
| Adopt Policies          | 06-18             | 06-18           |
| Application Intake      | 07-18             | 03-19           |
| Property Inspections    | 08-18             | 05-19           |
| Securing Bids           | 09-18             | 06-19           |
| Contract Awards         | 10-18             | 07-19           |
| Construction            | 10-18             | 11-19           |
| File Close-out          | 12-18             | 12-19           |

**City of Brainerd**  
*Street Map*

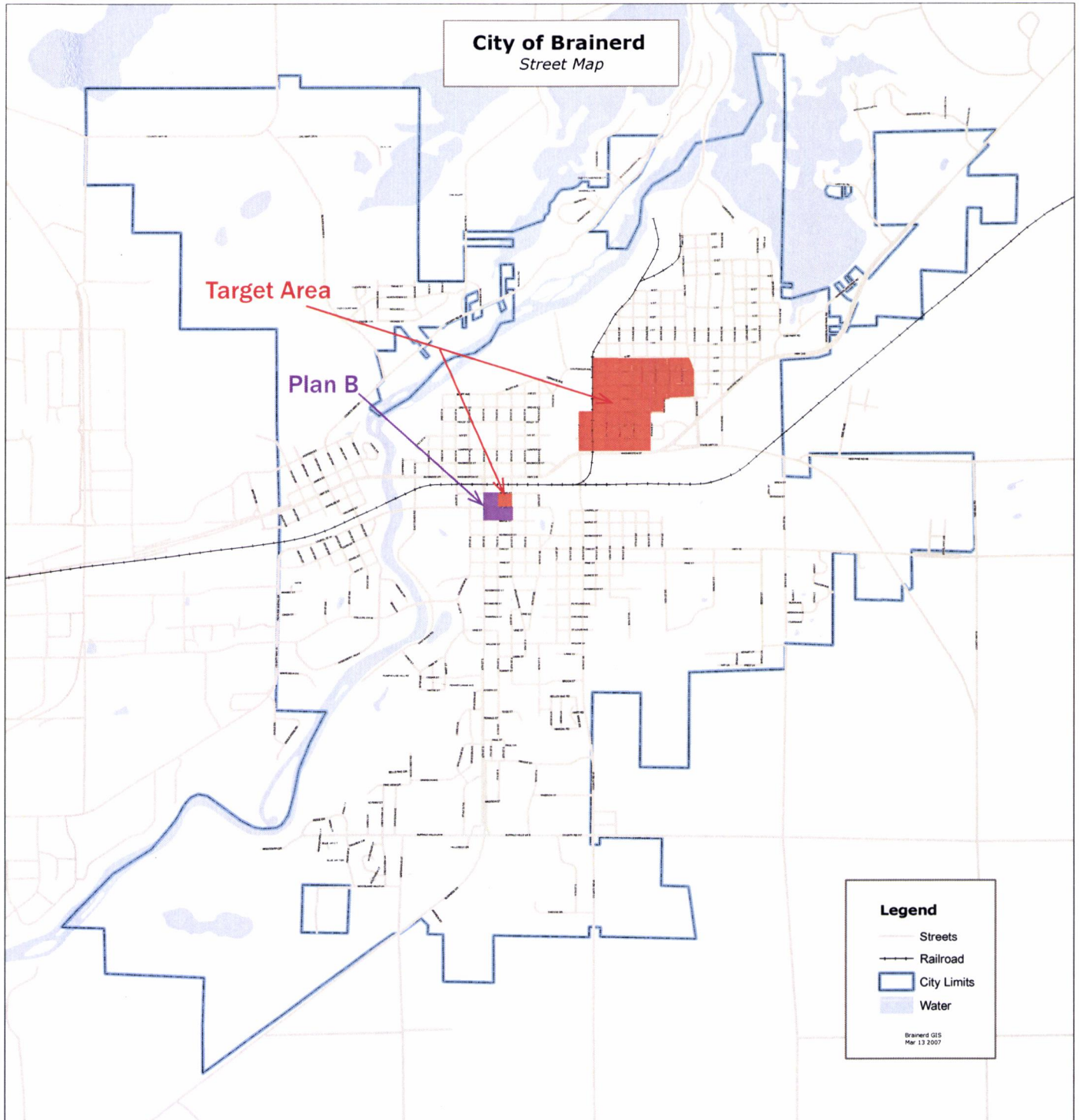
**Target Area**

**Plan B**

**Legend**

- Streets
- Railroad
- City Limits
- Water

Brainerd GIS  
Mar 13 2007





# Brainerd City Council Agenda Request

**Requested Meeting Date:** February 5, 2018

**Title of Item:** 1st Ordinance Reading, Zoning Ordinance Text Amendment - Accessory Buildings

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> INFORMATION ONLY<br><input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> P&F COMMITTEE<br><input type="checkbox"/> SPW COMMITTEE<br><input checked="" type="checkbox"/> MAIN AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Action Requested:</b><br><input checked="" type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing*<br><input checked="" type="checkbox"/> Ordinance 1 <sup>st</sup> Reading<br><i>*provide copy of published hearing notice</i> |
| <b>Submitted by:</b><br>Mark Ostgarden                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Department:</b><br>Planning                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Presenter (Name &amp; Title):</b><br>Same                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Estimated Time Needed:</b><br>10 minutes                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Summary of Issue:</b><br>The City of Brainerd has initiated a request to amend the Zoning Ordinance to permit fabric construction material for commercial and industrial accessory buildings.<br><br>See attached memo and supporting material as well as the January 17, 2018 Planning Commission meeting minutes for more detail. The Ordinance identifying the proposed change is attached.                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Alternatives, Options, Effects on Others/Comments:</b><br><br>Should a proposal be submitted for a building that would use structural fabric material it would not meet Zoning Ordinance requirements. There have been discussions about an outdoor performance space, an interpretive center and a children's museum. Perhaps one day the Park Board might desire a pavilion made with non traditional roofing material.<br><br>If approved, this amendment will allow any of the buildings above (and others) the option to use structural fabrics in design. This type of roof is common throughout the United States.<br><br>The amendment also permits structural fabric material to be used in a more practical application like a salt storage building. |                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Recommended Action/Motion:</b><br><br>The Planning Commission voted 7-0 to recommend approval of the amendment.<br><br>Motion by _____, second by _____, approving the 1st Ordinance reading, to amend Zoning Ordinance Section 17-8 C. Accessory Buildings, Uses and Equipment to permit fabric construction material for commercial and industrial accessory buildings.                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Financial Impact:</b><br><i>Is there a cost associated with this request:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><i>What is the total cost, with tax and shipping</i> \$ 0 _____<br><i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>Please Explain:</i>                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                           |



**ORDINANCE  
NO. 1477**

**AN ORDINANCE AMENDING BRAINERD ZONING ORDINANCE  
SECTION 515-17-8: ACCESSORY BUILDINGS, USES AND EQUIPMENT**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

**SECTION ONE:** That Section 515-17-8: Accessory Buildings, Uses and Equipment shall be amended as follows:

515-17-8: **C. Commercial, Industrial or Public/Semi-Public Accessory Buildings.**

1. Commercial or industrial ACCESSORY buildings shall not exceed thirty (30) percent of the gross floor space of the principal building.
2. Accessory buildings shall meet all the required setbacks of the principal building.
3. Accessory buildings can be constructed of building materials to match the principal structure or with any of the following fabric material:
  - Teflon Coated Fiberglass (PTFE)
  - Silicone-Coated Fiberglass (SIPE)
  - Woven PTFE (EPTFE)
  - Ethylene Tetrafluoroethylene (EFTE)
  - Vinyl Coated Polyester (PVC)
  - High-Density Polyethylene (HDPE)

**SECTION TWO:** All other provisions of Section 515-17 shall remain in full force and effect.

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

Adopted this \_\_\_\_ day of \_\_\_\_, 2018

\_\_\_\_\_  
DAVID J. PRITSCHET  
President of the Council

Approved this \_\_\_\_ day of \_\_\_\_, 2018

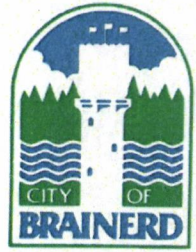
\_\_\_\_\_  
EDWIN L. MENK  
Mayor

ATTEST: \_\_\_\_\_  
CASSANDRA TORSTENSON  
City Administrator

Published: One Time, \_\_\_\_\_

December 13, 2017

City of Brainerd  
Planning Commission  
501 Laurel Street  
Brainerd, MN 56401



[www.ci.brainerd.mn.us](http://www.ci.brainerd.mn.us)

Dear Planning Commission,

The City of Brainerd Engineering Department and Street/Sewer Department has long needed a salt/sand storage building at its public works facility located at 724 Thiesse Drive. A picture of the existing pile taken during our 2017 Municipal Separate Storm Sewer (MS4) Permit Inspections can be seen attached and is listed as Attachment A.

Through research performed by our department and considering cost effective solutions to get a roof over the pile that exists while providing enough space and height for heavy equipment to traverse into the facility to load our plow trucks, staff has found that a pre-fabricated and engineered fabric shelter, much like that structure that can be seen in Attachment B, is the most cost effective and long-range solution for the City to pursue.

When looking through zoning ordinance 515-70 I1 Light Industry District, staff has concluded that pre-fabricated fabric structures are not allowed in the I1 Light Industry District. Currently, the primary structure consisting of the street garage and the breakroom has a floor space of 20,000 square feet. The pre-fabricated structure being considered is a 65' x 80' pre-fabricated and engineered concrete wall fabric covered structure. This is under the 30% maximum threshold for accessory buildings in this district. The issues that staff foresee with the zoning ordinance language that would prohibit this building type lies within accessory buildings having to be constructed of building materials and design of the same material as the principal use.

Staff is asking the Planning Commission to review this language and asks that the Planning Commission change this language to allow the use of pre-fabricated engineered fabric buildings in industrial districts. These buildings are used all over the country for this purpose and can be seen in numerous places around the Brainerd area, most notably the MnDOT facility in Baxter, Baxter Public Works Facility, and the new MnDOT truck stop in Little Falls. This is the best alternative for the City to become in compliance with its MS4 permit and provide for a facility to store its salt/sand mixture and allow heavy equipment access.

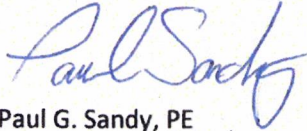
Staff realizes that even if the language is changed to allow these structures that a Conditional Use Permit will be needed because of the proposed height of the building (36 feet) seen in Attachment C. The height of the fabric structure itself is 34 feet, but there are also 2-foot concrete pillars in which the fabric structure is tied to. This allows for the concrete walls inside of the structure to be pushed back as



far as possible and allows for air movement through the structure to reduce condensation and salt sticking to the metal in the building.

Staff appreciates the Planning Commissions willingness to look at this language and will be available on December 20 present the information and answer any questions the Commission may have. If you have questions before the meeting, you can contact me at 218-454-3411.

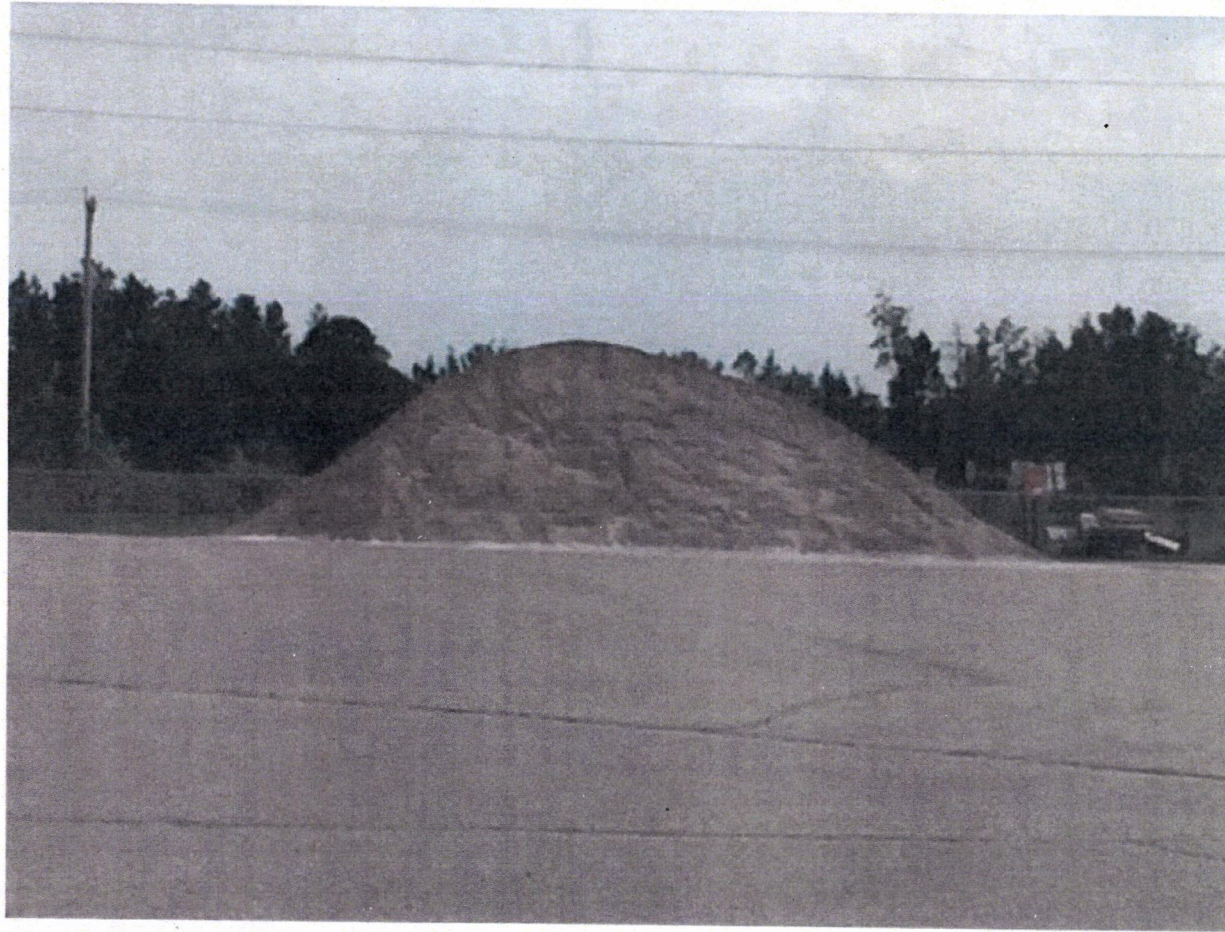
Sincerely,

A handwritten signature in blue ink that reads "Paul Sandy". The signature is stylized with a large, looped "P" and a cursive "Sandy".

Paul G. Sandy, PE  
City Engineer  
City of Brainerd

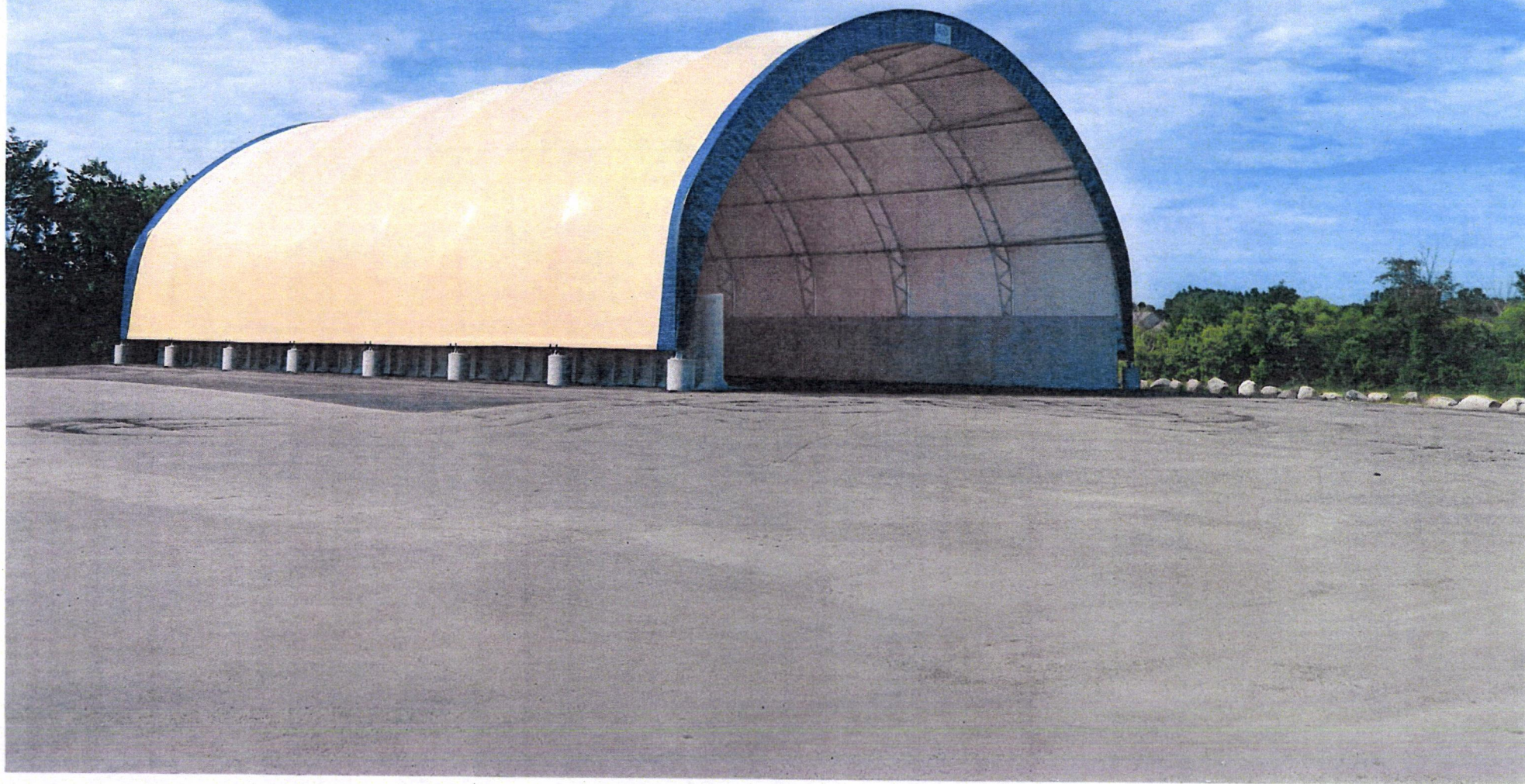


# Attachment A



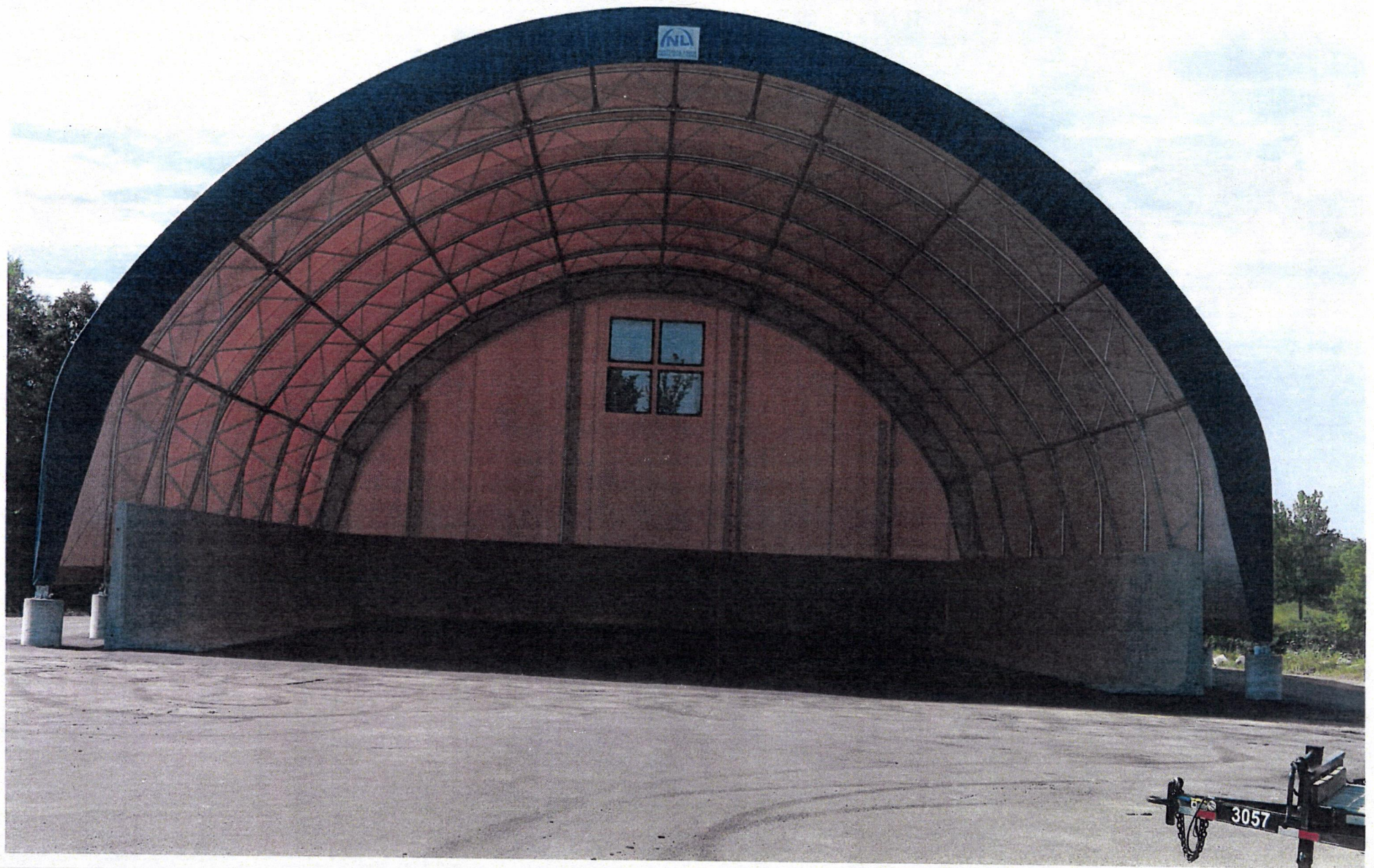


# Attachment B



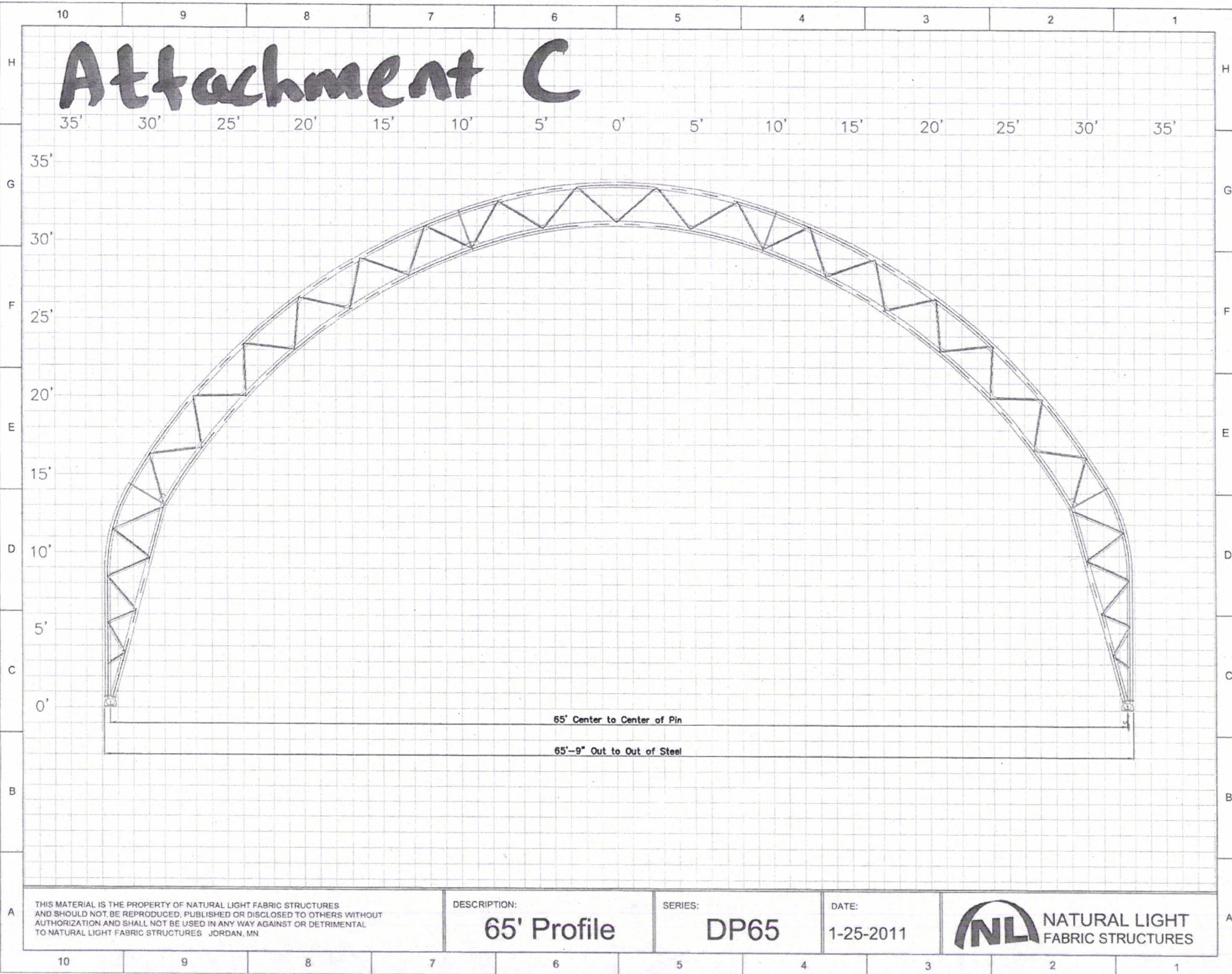


# Attachment B





# Attachment C



THIS MATERIAL IS THE PROPERTY OF NATURAL LIGHT FABRIC STRUCTURES AND SHOULD NOT BE REPRODUCED, PUBLISHED OR DISCLOSED TO OTHERS WITHOUT AUTHORIZATION AND SHALL NOT BE USED IN ANY WAY AGAINST OR DETRIMENTAL TO NATURAL LIGHT FABRIC STRUCTURES JORDAN, MN

DESCRIPTION:

**65' Profile**

SERIES:

**DP65**

DATE:

**1-25-2011**



**NATURAL LIGHT  
FABRIC STRUCTURES**



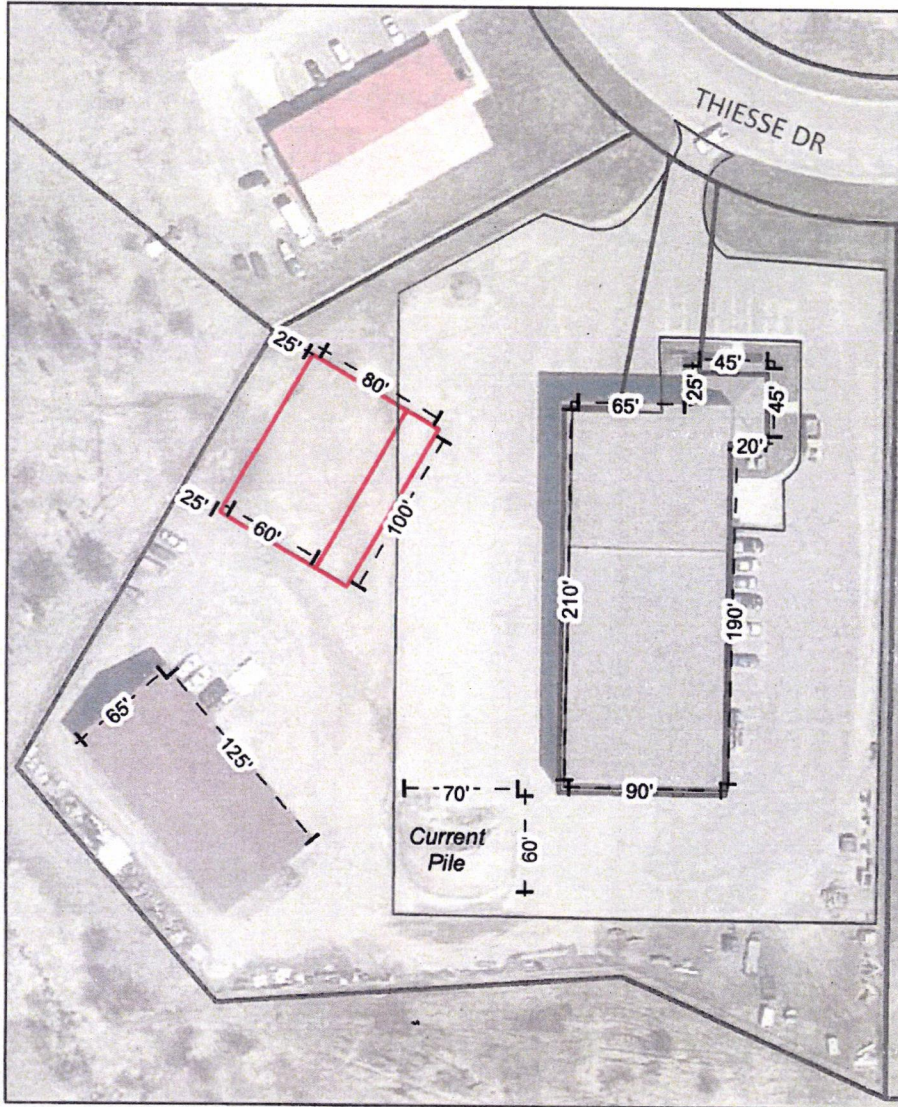
# Attachment D



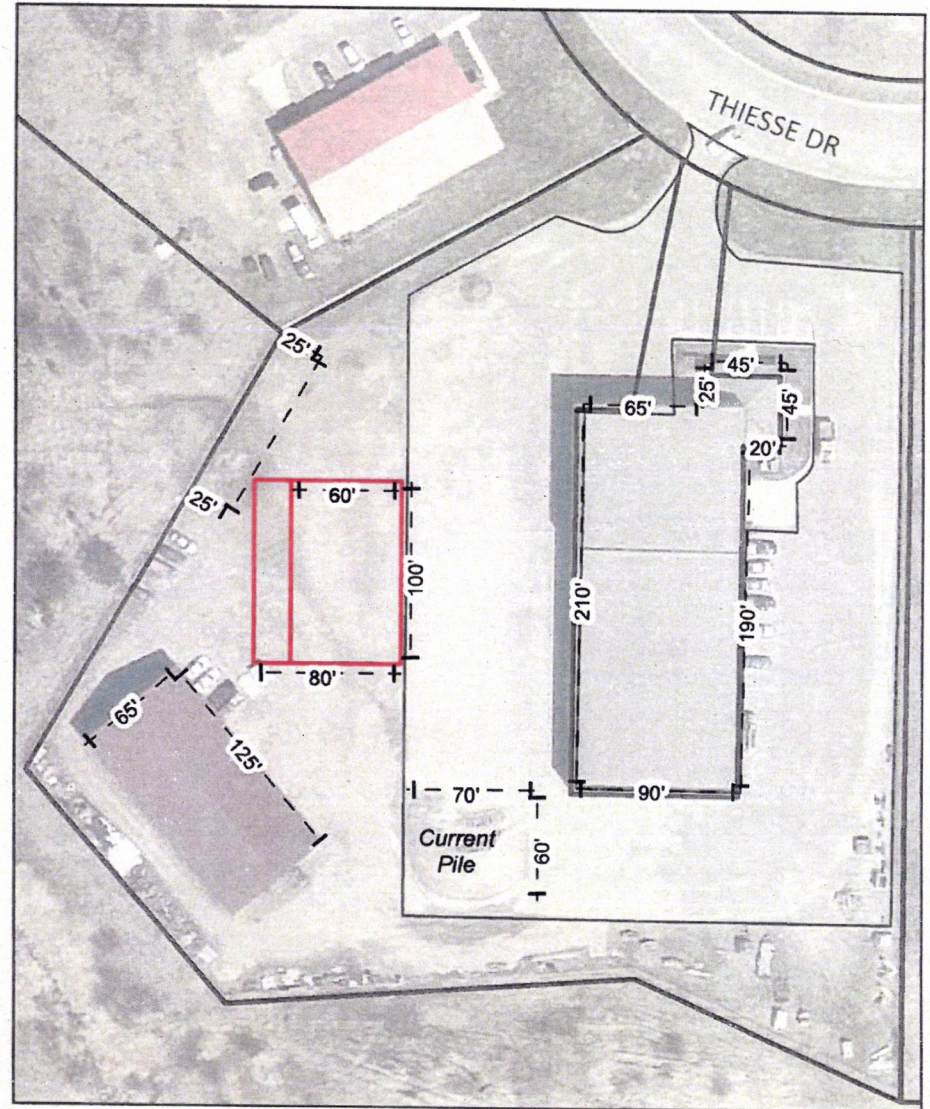
City of Brainerd

## Street Department Salt/Sand Storage

Structure 1



Structure 2



0 50 100 200 Feet



New Structure



Property Parcel



Pavement

Date: 6/18/2014  
Time: 11:43:30 AM



**PLANNING COMMISSION**  
Wednesday, January 17, 2018

**#1     Call to Order**

Planning Commission Chair Headley called the meeting of the Brainerd Planning Commission to order at 6:00 p.m. in the City Hall Council Chambers.

City Planner Ostgarden announced the need to elect the Commission Chair and Vice Chair positions for 2018.

MOTION AND SECONDED BY COMMISSIONERS GORHAM AND WUSSOW, DULY CARRIED, TO RE-ELECT MS. STACI HEADLEY AS COMMISSION CHAIR AND MR. CHUCK MAROHN AS COMMISSION VICE CHAIR FOR 2018.

Noted present were Commissioners Burslie, Gorham, Headley, Marohn, Wussow; and Council Liaison Lambert. Noted absent was Commissioner Antolak. Also present was City Planner Ostgarden, Planning Intern Matthew Kallroos and Administrative Specialist Bestul.

**#2     Approval of Agenda**

MOTION AND SECONDED BY COMMISSIONERS LAMBERT AND GORHAM, DULY CARRIED, TO APPROVE THE AGENDA.

**#3     Approval of Minutes of the Regular Meeting held on December 20, 2017**

MOTION AND SECONDED BY COMMISSIONERS GORHAM AND WUSSOW, DULY CARRIED, TO APPROVE THE MINUTES OF THE REGULAR MEETING HELD ON DECEMBER 20, 2017.

**#4     New Business**

**A. Public Hearing – Rezone Property from a B-1 (Residential Office) District to a B-6 (Washington Street Commercial) District**

City Planner Ostgarden stated the rezoning request is for the southeast corner of Kingwood Street and N. 2<sup>nd</sup> Street. The area considered for rezoning is north of the alley which runs parallel to Washington Street and Kingwood Street. The property south of the alley would be developed into a pharmacy with a drive-up window and off-street parking. To the north of the alley, if rezoned, would be used for additional off-street parking. The area to the north is prominently residential. The developers have submitted a site plan identifying the area proposed for rezoning. The intended use is for off-street parking to serve the needs of the pharmacy. The break in the zoning is the alley – everything north of the alley is zoned B-1 (Residential Office) and everything south is zoned B-6 (Washington Street Commercial).

City Planner Ostgarden discussed the current and future land use maps along with the proposed site plan which access would be from the alley on north 2<sup>nd</sup> Street. The building would be located on the southeast corner of the development, which provides 17 off-street parking spaces. If the site north of the alley is rezoned as proposed, it would provide an additional 24 parking spaces. The commercial land use along Washington Street has trickled over into the B-1 District in the area on north 4<sup>th</sup> Street which Hardee's is located. The history of the property at Hardee's is unknown as no formal records were found regarding the zoning. It is hard to say what happened in that situation of Hardee's parking lot in a B-1

district. A parking lot as a permitted use in the B-1 District as a primary use must be for the use that exists in that B-1 District. A use that is allowed in a B-6 District but not in a B-1 District cannot use B-1 zoned property for its operation. Thrifty White submitted a letter explaining their position on why the number of parking spaces identified are needed. The company has its own standards for what they think they need for off-street parking.

City Planner Ostgarden explained the purpose of the B-1 District allows single family uses and office uses. The district serves as a transitional district between residential neighborhoods and commercial uses in areas that redevelopment is anticipated. The purpose of a B-6 District is to provide zoning regulation flexibility to permit development consistent with land use patterns along Washington Street.

There are five (5) criteria to follow in evaluating an application such as this.

1. Consistency with the Comprehensive Plan
2. Compatibility with present and future land uses of the area
3. The effect upon the area in which it is proposed
4. Traffic generation in relation to capabilities of streets serving the property
5. The impact upon existing public services and facilities and the potential to overburden the City's service capacity

City Planner Ostgarden stressed the purpose is not to focus on the site plan, but rather the overall picture of what could happen if the property is zoned B-6. The neighborhood residents in a 350' radius were sent a notice of hearing along with the details proposed. The property has not yet been purchased by Thrifty White, and the potential is there for other uses if it is rezoned to B-6 and they choose not to proceed with their plans. If the rezoning does occur, there are requirements in place that are intended to provide that land use transition between residential and non-residential. Some of these are buffering, screening and exterior building material requirements.

Commissioner Marohn had emailed some questions regarding zoning that City Planner Ostgarden read and answered. Mr. Marohn asked additional questions regarding parking which were discussed by the Commissioners.

City Planner Ostgarden stated the decision regarding this property is the potential for eliminating blight, as the residential dwelling is beyond the ability to repair. The situation on the dwelling north of the alley is not going to improve, however the five-unit apartment building does meet the rental housing requirements. Here is an opportunity to develop this corner on Washington Street along with possibly new jobs.

Commissioner Burslie questioned if the zoning ordinance could be amended to allow pharmacies in the B-1 residential office district. They would then be able to build a parking lot if needed. City Planner Ostgarden indicated that could possibly be done.

The Chair opened the public hearing at 6:42 p.m.

The Chair recognized Mr. John Fahning, Shingobee Builders representing Thrifty White and serving as the developer, general contractor and ultimately the owner of the building. Mr. Fahling indicated there are well over 20 locations where a Thrifty White pharmacy have been developed in the upper Midwest; Iowa, Minnesota and North Dakota. Typically, the facility is a 3,500-square foot building on a lot approximately ½ acre in size with a drive-thru window with half of the building serving as a pharmacy with a standard footprint at most locations. Mr. Fahling explained the reason this property is being considered is the ability to construct a drive-thru and location is very critical for success in their customer base. The parking requirement is based on the customers that the company serves. The on-street parking option

was investigated but the challenge is if they use all the available spaces, this may present a challenge to other people in the area and is not conducive for business. The further the customer needs to walk to get to the business, the less likely they will choose to go there. Mr. Fahling stated this proposal supports what Brainerd is trying to accomplish on a developmental standpoint and it is an opportunity to progress in the redevelopment of Washington Street. The lot would be next to impossible to develop as a separate property due to the required setbacks. Mr. Fahling explained that almost half of the pharmacies constructed in other cities have been adjacent to a residential district and they have went through these procedures before.

Commissioner Marohn asked how a Thrifty store would compare to a Walgreen's store. Mr. Fahling indicated Thrifty is based as a pharmacy and over the counter medication related items and not a retail store. Commissioner Marohn asked several other questions of the petitioner regarding the building plans and land design which discussion took place and questions were answered.

Commissioner Wussow stated that some of the questions being asked by Commissioner Marohn are not zoning related. The topic before the commission is regarding the zoning issues not the building design or business questions. Commissioner Marohn responded as these details were provided with the application and should be able to be discussed.

The Chair recognized Mr. Dirk Van Derwerker, 604 N. 5<sup>th</sup> Street, who resides in the neighborhood. Mr. Van Derwerker stated the proposal in the B-6 District is favorable, however is opposed to the rezoning of the B-1 property to a B-6. The purpose of that zone is to create a transition between commercial and residential properties. Mr. Van Derwerker stated the major reason for having zoning districts defined is to protect the least intensive uses from the more intensive uses. Mr. Van Derwerker said there have already been too many homes removed for parking lots in the area such as the Essentia Health hospital.

The Chair recognized Ms. Kathleen Maloney Hermerding, 116 Juniper Street, who is close to the property. Ms. Maloney Hermerding has resided at her residence for 24 years and spoke in opposition of the rezoning. Ms. Maloney Hermerding brought up the following concerns: 1) Hardee's parking lot is always vacant – recommend Thrifty lease a portion of Hardee's lot. 2) If this proposed site is the same size as Walgreen's, there will be a lot of empty spaces. 3) School bus stop is at 2<sup>nd</sup> Street and Kingwood Street – safety concern 4) It is an ambulance pathway, as well as police. 5) Audio noise concerns, as she can hear the Hardee's intercom when in her yard. Ms. Maloney Hermerding questioned the dedicated employee parking that is proposed, as Essentia Health hospital has dedicated employee parking that is not being used and that lot is never full. Ms. Maloney Hermerding also questioned that Thrifty wants to be located close to where long term facilities are. However, she stated there are no long-term facilities in north Brainerd, as they are all in south Brainerd. Ms. Maloney Hermerding explained she is not opposed to the business; she is opposed to rezoning for parking. Ms. Maloney Hermerding's high school aged daughter submitted a letter in opposition as well.

The Chair recognized Ms. Jessamyn Foley, 201 Kingwood Street which is directly across the street from the proposed site. Ms. Foley indicates her residence is one of the first homes built in 1914 and they are very proud of that historical fact. Ms. Foley indicated that rezoning may create some issues with the transition with having a parking lot right across the street. Ms. Foley questioned the proposed hours that Thrifty would have. Ms. Foley is also concerned if it is rezoned, another business could potentially locate in this area and operate 24 hours. This would open up new issues of headlights, parking lot lights and slamming car doors. Ms. Foley is also concerned about affordable housing and removing the apartment building located on the property. Ms. Foley indicated there are already several empty business buildings in Brainerd that could be renovated for use. Ms. Foley suggested the tiny house option for that size lot as well as having more trees planted in the area. Ms. Foley also requested that the two white pine trees that are currently on the property remain.

The Chair recognized Mr. Chris Foley, 201 Kingwood Street. Mr. Foley did not speak for or against the proposed rezoning. Mr. Foley stated if the plans proceed, there will be the need for a residential buffer – mature trees, shrubs and higher fencing. Mr. Foley is concerned about the proposed lighting plan for the parking lot, so it would not impose on his residence.

The Chair recognized Ms. Jan Burton, 1017 Terrace Avenue who has been a resident since 1974 and spoke in favor of the proposal. Ms. Burton clarified the statement made about no one parking in the Hardee's parking lot. Ms. Burton stated there are buses at various times, semi-trucks loading and unloading as well as highway department equipment. Ms. Burton explained the Sawmill Inn restaurant has parking on Kingwood Street as well as the old clinic. Ms. Burton stated she did not feel that changing this zoning would make any difference to what is already taking place. There are also boats, trailers and trucks at different times parking on 2<sup>nd</sup> Street. The corner at Washington Street needs to be developed and improved which would be an asset to the neighborhood.

The Chair recognized Ms. Melissa Kmett, owner of the property at 215 N. 3<sup>rd</sup> Street spoke in favor of the rezoning. Ms. Kmett stated she would like to see the property redeveloped to remove the blighted structures. It would also help the tax base in the City. Ms. Kmett understands the comments from the other residents against the rezoning, but there are already properties that have parking along Kingwood Street.

The Chair recognized Mr. Brian Weber, 17 Kingwood Street who spoke against the rezoning. Mr. Weber questioned other ways to proceed with the planning, so the buffer could have more green space and/or setbacks further than required. This would eliminate a few parking spaces but would transition better into the residential district. Mr. Weber is also concerned about the traffic flow upon leaving the business with the possibility of more traffic along Kingwood Street.

The Chair welcomed the petitioner, Mr. John Fahning to address the questions from the citizens. Mr. Fahning stated the hours for the pharmacy would be 8:00 a.m. to 6:00 p.m. – Monday through Saturday and closed on Sunday. Mr. Fahning said if the opportunity was available to allow the pharmacy in the smaller lot and rezone the front lot from a B-6 to a B-1, it would not matter for Thrifty White. This is all driven around the need for parking. One of the challenges with Brainerd is there is no parking requirement. If dedicated on-street parking could be created, that may be another solution, as Thrifty White wants to balance the needs of the neighborhood as well as the business. Mr. Fahning addressed the issue of having a buffer between a residential and commercial district. In other communities, sometimes the parking lot acts as the buffer. Mr. Fahning stated the drive thru would be located on the east side of the building with the exit onto the alley, which is a public access and poses a good solution because it is for public use. Mr. Fahning also clarified there will be parking lot lighting as this is security driven, but there are solutions of installing low glaring fixtures for example. The drive up window is also adjacent to the building with no audio speakers located at a distance so there should be no issues with noise. Mr. Fahning also stated in this region, a parking lot is crucial for snow plowing, accessibility to remove snow and snow storage. Snow also leads to inefficiency in the parking lot with the inability to see the lines for parking spaces.

City Planner Ostgarden clarified the alley is defined as platted and when this area of Brainerd was laid out, the block arrangement assigned each block one or two alleys. Those alleys are dedicated for public purpose and could create difficulties for traffic movement and access to other properties if vacated. This would also pose problems for fire and rescue accessibility.

City Planner Ostgarden addressed several of the questions being asked are in relation to site design. This is a perfect example of what happens when a site plan is provided with a rezoning request – we lose sight of the topic at hand and what decision needs to be made. The commission is not here to

design this site; the commission is here to decide the merits of whether the property should be rezoned to a B-6 District. There are a series of site design standards that must be met prior to obtaining a permit to build. For example, the lighting must be cut off box lights with the amount of light spilling off the site following certain criteria as to not adversely affect the neighboring properties. There are minimum landscaping standards and screening requirements the property owner needs to follow.

The Chair closed the public hearing at 7:51 p.m.

City Planner Ostgarden stated the Findings of Fact were provided to the commission, and a support or denial motion should be made without going into these in detail but highlighting the ones crucial to the motion.

Commissioner Wussow asked if it would be appropriate to request a text amendment to the zoning code to add a pharmacy to a B-1 District. City Planner Ostgarden stated this cannot be done tonight as it requires a completely different process and set of circumstances.

**MOTION AND SECONDED BY COMMISSIONERS LAMBERT AND WUSSOW TO APPROVE THE PROPOSED REZONING REQUEST FROM A B-1 TO A B-6 DISTRICT BASED ON THE EIGHT (8) FINDINGS OF FACT AND THE FOLLOWING STATEMENTS:**

- The limited 140' depth limits site design and makes (re) development of the frontage difficult.
- The residential uses across Kingwood Street and on the adjacent lot would be buffered by screening requirements in the Zoning Ordinance.
- There are Zoning Ordinance site development requirements for screening of off-street parking, dumpsters and mechanical equipment.
- The Zoning Ordinance includes requirements for commercial building design standards.
- These standards are intended and designed to assure compatibility of uses and to enhance the health, safety and general welfare of the residents of the City of Brainerd.
- The rezoning will permit infill development which is an efficient use of the land and a goal of the Comprehensive Plan.
- The proposed rezoning area has alley access avoiding Kingwood Street as an access, which means traffic does not need to be routed through a residential neighborhood.
- Rezoning the property will create a larger site for (re)development which will provide an opportunity to attract livable wage jobs to the community.
- Rezoning will create a larger parcel enhancing Brainerd's ability to attract new development and it will support the redevelopment of a vacant site and remove deteriorating residential property.

Commissioner Burslie asked for discussion regarding compatibility with the neighborhood and to understand that if the property is rezoned to a B-6, the following could be allowed: On and off sale liquor sales, brew pubs, pawn shops and adult uses as a permitted use. Commissioner Burslie stated none of these uses are compatible in the neighborhood. The future land use map identifies the property as residential.

Commission Chair Headley indicated it was mentioned earlier of this being approval based on the condition of the sale. Commissioner Burslie asked if a condition can be placed on the property when it is sold.

City Planner Ostgarden replied that cannot be done – rezoning's cannot be conditioned as they must stand on their own merit.

Commissioner Marohn stated he will be voting against the rezoning as it is worded. Commissioner Marohn disputes the Findings of Fact as presented and states although many areas along Washington Street are only 140' deep, it is not true that this limits the site design as there is an entire street zoned the same with existing development. Commissioner Marohn indicated the B-1 zone is defined as *"a buffer zone between B-6 commercial and a residential neighborhood"* and by removing that buffer zone, it essentially violates the intent of the comprehensive plan and the intent of both zoning classifications.

Commissioner Marohn went on to suggest building designs of Thrifty White stores in other cities and why Washington Street does not justify a higher investment. This poses a challenge on Brainerd as to how we can make it a great corridor coming into town.

Commissioner Gorham indicated the good points from both approval and denial of the rezoning. As Washington Street needs to be redeveloped with attractive properties to remove the blight and to assist in the tax rolls, the integrity of the neighborhood needs to be protected.

Commission Chair Headley agrees with the comments of Commissioner Gorham.

Commissioner Burslie wanted to inquire on the option of amending the B-1 District zoning ordinance by allowing a pharmacy.

City Planner Ostgarden indicated that could possibly be done, although it is a completely separate process.

Members Lambert and Wussow voted "aye". Members Burslie, Gorham, Headley and Marohn voted "nay". The Chair declared the motion failed.

MOTION AND SECONDED BY COMMISSIONERS BURSLIE AND GORHAM TO TABLE THIS REQUEST TO THE FEBRUARY MEETING AND INITIATE THE PROCESS TO AMEND THE B-1 DISTRICT ZONING ORDINANCE TO ALLOW PHARMACIES AS A PERMITTED USE WHICH WOULD INCLUDE HOLDING A PUBLIC HEARING.

Members Burslie, Gorham, Headley, Lambert and Wussow voted "aye". Member Marohn voted "nay". The Chair declared the motion carried.

Commissioner Marohn suggested staff research the quantity of parallel and diagonal on-street parking that would be available based on the applicant's proposal.

#### B. Public Hearing – Amending City Zoning Ordinance Section 17-8 C. Accessory Buildings

City Planner Ostgarden explained the recommendations made to allow fabric material buildings in commercial and industrial areas.

The Chair opened the public hearing at 8:17 p.m.

No one came forward.

The Chair closed the public hearing at 8:17 p.m.

MOTION AND SECONDED BY COMMISSIONERS LAMBERT AND BURSLIE, DULY CARRIED, TO APPROVE THE ZONING ORDINANCE TEXT AMENDMENT SECTION 17-8 C. ACCESSORY

BUILDINGS TO ALLOW FABRIC CONSTRUCTION MATERIAL FOR COMMERCIAL AND INDUSTRIAL ACCESSORY BUILDINGS.

**#5 Public Forum**

The Chair opened the public forum at 8:19 p.m.

City Planner Ostgarden introduced the new planning intern, Matthew Kallroos.

The Chair closed the public forum at 8:20 p.m.

**#6 Old Business**

**A. Report on Steering Committee Meeting**

City Planner Ostgarden updated the commission that a member of the Steering Committee needed to resign. There has been a new member appointed, P.J. Severson. The next meeting is scheduled for February 15, 2018 at 4:00 p.m. location to be determined. City Planner Ostgarden indicated meetings are being held one on one with the members of the Steering Committee

City Planner Ostgarden announced Ms. Ashley Kaisershot has started working in City Hall on the Comprehensive Plan update and the Riverfront Committee.

**#7 Commissioners' Questions/Comments**

Commissioner Wussow indicated the realtor sign located at the corner of Washington and 2<sup>nd</sup> Street does not fall in the guidelines of our sign requirements.

Commissioner Marohn stated he would like to have discussions regarding the roles of the Planning Commission and possible other areas of the City that could be worked on in the future. City Planner Ostgarden explained there are by-laws to follow but the Chair and any commission member could have discussions regarding topics for future agendas.

**#8 City Planner's Report**

City Planner Ostgarden provided an interesting news article for the commission to read regarding the City of Grand Forks, ND.

**#9 Adjourned at 8:26 P.M.**

Respectfully submitted,

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Mark Ostgarden AICP  
City Planner



# MATERIAL CHOICES

Structural fabrics in common architectural use today include:

- *Teflon Coated Fiberglass (PTFE)*
  - *Silicone-coated fiberglass (SiPE)*
  - *Woven PTFE (ePTFE)*
  - *Ethylene tetrafluoroethylene (ETFE)*
  - *Vinyl Coated Polyester (PVC)*
  - *High-density Polyethylene (HDPE)*
- 

## TEFLON COATED FIBERGLASS (PTFE)



**PTFE** is used world wide as the preferred material for large-scale permanent tensile structures or structures requiring long life and with specific construction code compliance requirements. PTFE has excellent weather, temperature and chemical resistance in addition to its durability and strength. This tensile fabric roof material has a life span of over 25 years and is manufactured in accordance to standards such as ASTM E-108 and E-84. PTFE varies in translucency from 7% to 15% and reflects between 68%-75% of incident sunlight. The quality of light transmitted is color balanced, diffused and free of shadows and glare.

Before installation, PTFE has an irregular off white or slightly brown color, which is caused during the manufacturing and fabrication process. Once exposed to direct sunlight, the external surface of the membrane bleaches to a milky white within a matter of days.

PTFE is the obvious option if long life and low maintenance are the most important factors in selecting a fabric. This material requires heat-sealing at the seams to join fabric pattern sections and has a life span of over 30 years.

Other non combustible fabrics include silicone coated fiberglass and hybrid PTFE. These materials are more environmentally friendly, more pliable and available in colors and with higher translucency than standard PTFE.

**Manufacturers include Saint Gobain, Verseidag, Obeikan and Fibertech.**

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## ETHYLENE TETRAFLUOROETHYLENE (ETFE)



ETFE is not a fabric but a film used as an alternative to structural glass. It can be supplied as a single layer membrane supported by a cable net system or commonly as a series of pneumatic cushions made up of between two and five layers. Multi-layer "foils" or "cushion" are attached to an aluminum perimeter extrusion which is supported by the main structural frame.

In the case of ETFE cushions, they are kept continually pressurized by a small inflation system the size of a washing machine which maintains the pressure and gives the foil a structural stability and the roof some insulation properties.

ETFE is a transparent material and has an approximate 85% light transmission. It can have frits or graphics applied to it to reduce its translucency.

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## SILICONE COATED FIBERGLASS



Silicone-coated fiberglass is an inexpensive alternative to PTFE with many of its attributes. It has very high tensile and tear strength and is more flexible than most other materials. The seaming process requires an adhesive that takes less time to cure than PTFE, which reduces labor cost. It is long lasting, flame resistant, stable, and is available in a range of colors and translucence.

**Manufacturers include** **P-D Interglass.**

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## WOVEN PTFE



Woven PTFE is a 100 percent fluoropolymer fabric made with high-strength PTFE. It offers durability, strength, and flexibility. It transmits up to 40% of light. It combines good light and water resistance with the ability to withstand repeated flexing and folding, an advantage over coated fiberglass fabrics. The material is pliable enough for retractable and deployable structures.

**Manufacturers include** **Tenara by Sefar.**

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## VINYL COATED POLYESTER (PVC)



**PVC** is the most cost effective membrane material and, therefore, an ideal choice for both temporary and permanent tension structures including architectural umbrellas. The material is soft, pliable and less expensive than PTFE or ETFE.. It is available in a variety of types to meet a wide range of structural requirements for tensile fabric roofs. It has a minimum of stretch in a wide range of temperature and humidity conditions and the coating process prevents mildew, stain and streaking.

Most PVC fabrics will have some form of top coating applied to keep them looking new and clean. These topcoats can be acrylic solutions, polyurethane-acrylic solutions, PVDF solution coats or a PVF film lamination. Vinyl laminated polyester is primarily used for temporary structures while vinyl coated polyester is used for both temporary and permanent tensile structures.

PVC material has a life span of 20-25 years. It comes in a variety of colors and textures, but is subject to creep (stretching under load), thus requires periodic re-tensioning. This material is sealed using radio frequency (RF) equipment.

**Manufacturers include Ferrari, Seaman, Naizil, and Mehler, just to name a few.**

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## HIGH-DENSITY POLYETHYLENE (HDPE)



**HDPE** is a mesh material manufactured and used in a variety of ways. This material can be made for agricultural shading or engineered and woven for structural purposes. Shade mesh comes in a variety of styles, colors and shade factors. A high-density polyethylene fabric provides high tensile strength, biaxial stability under load, UV stability, high UV absorption, and a Class A fire resistance in accordance with ASTM E-84. This fabric is especially well suited for dry/hot climates where protection from sun and hail is desired. HDPE membranes are not waterproof. This material is sewn using industrial machines. Typically, High Density Polyethylene has a life span of 8-10 years.

**Manufacturers include** [Synthesis](#).



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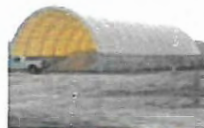
[Clearspan Storage Master SolarGuard Buildings](#)



Econoline Vehicle  
Storage Buildings



Aviation Storage  
Buildings



ClearSpan HD  
Buildings



Value Line  
Buildings



ClearSpan Boat  
House



ClearSpan Truss  
Arch Vehicle  
Storage



ClearSpan™ 13'H  
Sidewall Hybrid  
Buildings - 75'W