

CITY COUNCIL AGENDA

Brainerd, Minnesota

Tuesday, February 20, 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 February 5, 2018

Documents:

[20180205_CC draft.pdf](#)

B. **Approval Of Licenses**

1. Contractor Licenses - 9 - Renewals

Documents:

[2018-02-20 License RPT.pdf](#)

C. **Department Activity Reports**

1. Police Chief
2. Finance Director

Documents:

[Police Report.pdf](#)

D. **Minnesota Lawful Gambling Application For Exempt Permit - Submitted By Council 11679, Saint Mathias, 1844 S. Oakridge Ln., Fort Ripley, MN 56449 For An Event To Be Held On April 15, 2018 At St. Francis Of The Lakes Catholic School, 817 Juniper**

St., Brainerd

6. **General Obligation Improvement, Utility Revenue, And Equipment Certificates Of Indebtedness - Mr. Paul Steinman, Springsted, Inc.**

A. Adoption of a Resolution Awarding the Sale of General Obligation Bonds, Series 2018A

Documents:

Res GO Bonds, Series 2018A.pdf

7. **Presentations**

A. **Brainerd Public Schools - Blueprint 181 Informational Presentation**

B. **Conduct On Premises Update - Presentation By Police Department**

8. **Council Committee Reports**

A. **Personnel And Finance Committee**

Documents:

20180220 _PF.pdf

1. Approval Of Bills & Payments To Contractors

<u>Contractor</u>	<u>Imp #</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Amount Received</u>
Braun Intertec	14-03	Jackson St MnDOT Testing thru 1/27/18	\$650	\$0
Braun Intertec	16-13	Buffalo Hills Lane Resurfacing MnDOT Testing thru 1/27/18	\$650	\$0
Braun Intertec	14-01	Oak St Mill & Overlay MnDOT Testing thru 1/27/18	\$500	\$0
CWC Highway Dept	17-01	2017 Street Striping	\$11,759	\$0
Millsop Assoc.	17-05	LSI Foundry Site 9/16/17 - 12/18/17	\$5,653	\$0

2. 2018 Workers' Compensation Renewal - Informational

Documents:

WC Renewal.pdf

3. Authorization To Dispose Of Technology Equipment

Documents:

Technology Equipment.pdf

B. **Safety And Public Works Committee**

Documents:

20180220 _SPW.pdf

1. Authorization To Solicit Bids - Street Department Salt/Sand Storage Building

Documents:

Authorization to Solicit Bids - Street Department Salt and Sand Storage Building.pdf

2. Notice Of Hearing - Petition To Vacate A Portion Of Vine Street In Harrison And White's Addition

Documents:

NOH - Vine Street Vacation in Harrison and Whites Addition.pdf

3. Proposal For Soil Borings And Geotechnical Evaluation

Documents:

Proposal for Soil Borings and Geotechnical Evaluation.pdf

4. Resolution Receiving Improvement 17-13 Feasibility Report And Setting The Improvement Hearing

Documents:

RES - Imp 17-13 Receive Report and Set Hearing.pdf

9. **Unfinished Business**

10. **New Business**

- A. **New On-Sale Liquor/Sunday Licenses - Submitted By Barboza's Inc. Dba Senior Patron Mexican Cuisine, 314 South 7th Street, Brainerd**

Documents:

On Sale-Sunday Liquor License .pdf

- B. **Downtown Creative Placemaking Initiatives Presentation And Support Request**

Documents:

Downtown Placemaking Initiative.pdf

11. **Planning Commission**

- A. **Second Ordinance Reading - Proposed Zoning Ordinance No. 1477 - Text Amendment To Section 17-8 C. Accessory Buildings, Uses And Equipment**
 - a. Hold Final Reading of Ordinance (Voice Vote)
 - b. Adopt Ordinance (Roll Call)

Documents:

2nd Ordinance Reading - Zoning Ordinance Text Amendment Accessory Bldgs.pdf

12. **Public Forum**

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

13. **Staff Reports**

(Verbal: Any Updates since Packet)

- A. **Council Announcement - CoRE Program Opportunity**

Documents:

14. Council Member Reports

15. 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)

16. Adjourn

NOTE: Safety and Public Works Committee will meet at 7:00 P.M.
Personnel and Finance Committee will meet at 7:15 P.M.

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

MISSION

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

Brainerd, MN
February 5, 2018

Pursuant to due call and notice thereof, the regular meeting of the Brainerd City Council was called to order at 7:32 P.M. by Council President Pritschet.

Upon roll call, the following members were noted as present: 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 LAMBERT, DULY CARRIED, TO APPROVE THE AGENDA.

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

A. Approval of the Minutes of the Regular Meeting held on January 16, 2018 and the Special Meeting held on January 29, 2018 - Approved

B. Approval of Licenses – Approved

Contractor Licenses – 4 – New, 10 – Renewals

C. Department Activity Reports - Approved

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

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 - Approved

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 - Approved

F. Temporary On-Sale Liquor License Application – Submitted by Brainerd Sports Boosters for an Event to be Held April 21, 2018 at the Essentia Health Sports Center, 502 Jackson St., Brainerd – Approved

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 - 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.

February 5, 2018 - **DRAFT**

Presentations

Close~Converse Annual Update and Contract Extension Discussion - Approved

The Chair recognized Mr. Nate Grotzke from Close~Converse Commercial Properties, the City's listing agent for the Industrial Park lots, who updated the Council on current commercial real estate trends and the status of the lot sales. There is interest in proceeding with current business plans, but the options are limited with only three industrial properties available on the market in the region. The only commercial property in the region that has sold since the sale of the Fed-Ex property was in Baxter.

Council Member Hilgart asked how broad the marketing of Close~Converse extends. Mr. Grotzke indicated the packet of information is uploaded to all commercial websites and they work with brokers representing large manufacturing companies. They have also worked with developers that build the projects and have partnered with BLAEDC and the Chamber of Commerce. Council Member Hilgart also indicated this is a passive form of marketing and questioned what part of the marketing strategy is not passive. Mr. Grotzke stated the work with the brokers, developers and site selectors are active forms of marketing, but there is not a lot of current activity for commercial property. Council Member Hilgart asked what type of industry may be interested as a potential buyer for property in our industrial park. Mr. Grotzke indicated there may be some smaller manufacturers that might be interested in operating on a larger scale to grow their business. The Chair thanked him for his presentation.

MOVED AND SECONDED BY ALDERMEN HILGART AND JOHNSON, DULY CARRIED, TO APPROVE A 3 MONTH CONTRACT EXTENSION WITH CLOSE~CONVERSE AND TO PERFORM A MARKET ANALYSIS.

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>
S.E.H.	17-08	SRTS & Sidewalk Ext. S. 6 th 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

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.

Street and Sanitary Sewers Capital Equipment Purchases and Quotes – Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE THE EQUIPMENT QUOTES FROM THE RESPECTIVE

EQUIPMENT DEALERS FOR THE LOADER, SNOWBLOWER AND VACTOR TRUCK, AUTHORIZE STAFF TO ACCEPT TRADE-IN VALUES FOR THE SNOWBLOWER AND VACTOR AND TO LIST THE 1991 LOADER ON PUBLIC SURPLUS AT A MINIMUM BID OF \$25,300.

Committee Chair Johnson indicated the trade in value of the old equipment is lower than expected and the costs of the new equipment are higher than expected. The budgeted amount for these pieces of equipment and estimated trade in values was \$570,000. This falls short of the actual amount of \$658,209. The discussion of funding sources for the vactor truck will take place at a future meeting.

Resolution & Subscriber Agreement for MN Court Data Services - Adopted by Resolution No. 07:18

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART TO ADOPT RESOLUTION NO. 07:18 AUTHORIZING THE POLICE CHIEF TO SIGN AND EXECUTE THE MASTER SUBSCRIBER AGREEMENT FOR POLICE ACCESS TO THE MINNESOTA COURT DATA SERVICES SYSTEM.

RESOLUTION 07:18

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

Resolution Approving Master Joint Powers Agreement (JPA) and Execution of JPA and Court Amendment with Bureau of Criminal Apprehension (BCA) – Adopted by Resolution No. 08:18

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK TO ADOPT RESOLUTION NO. 08:18 AUTHORIZING THE CITY ADMINISTRATOR AND MAYOR TO SIGN AND EXECUTE THE MASTER JOINT POWERS ALLIANCE (JPA) AND AMENDMENT FOR THE CITY PROSECUTOR'S ACCESS TO THE CRIMINAL JUSTICE DATA NETWORK (CJDN).

RESOLUTION 08:18

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

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

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPROVE THE POLICY AUTHORIZING HIRING CITY EMPLOYEES TO SERVE AS PAID ON-CALL FIREFIGHTERS AND THE APPLICABLE MEMORANDUM OF AGREEMENT (MOA) TEMPLATE AS PRESENTED; FURTHER TO AUTHORIZE STAFF TO ENTER INTO NEGOTIATIONS WITH THE LELS UNION REGARDING SAID MOA.

Council Member Hilgart clarified this policy is valid for any full-time employee and union, not exclusively an employee with the LELS Union. Currently, there is one employee interested

in serving as a paid on-call firefighter who is a full-time police officer and member of the LELS union.

Council Member Bevans wanted clarification of the employee's priority for serving as a firefighter during his work shift on the Police Department.

Fire Chief Holmes stated the policy states the employee would remain at their primary job and would not leave for a fire call unless authorization was received, and personal or comp time used.

2018 Human Resource Intern – Request Authorization to Advertise and Hire - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO AUTHORIZE STAFF TO ADVERTISE FOR AND HIRE AN HR INTERN IN 2018.

Annual Review of Investment Policy – Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPROVE THE INVESTMENT POLICY AS PRESENTED.

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) - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE AGREEMENT FOR CONSULTING SERVICES WITH HILDI, INC. IN THE AMOUNT OF \$3,100 FOR 2018 AND APPROXIMATELY \$800-\$1,000 FOR 2019 WITH THE FOLLOWING REVISIONS:

Finance Director Hillman indicated the City Attorney reviewed the contract and a few revisions will be made. Hildi Inc. as agreed to the following: 1) Payment terms to change from fifteen (15) days to thirty (30) days. 2) The interest on overdue accounts to change from 12% to 5%. 3) The City Administrator will be updated to Cassandra Torstenson. 4) The verbiage under Liability will change from “gross negligence” to “negligence”.

Crow Wing County Historical Society Donation Request - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO AUTHORIZE A \$300 DONATION TO THE CROW WING COUNTY HISTORICAL SOCIETY.

Industrial Park Land Marketing Discussion

The contract extension with Close~Converse was approved previously.

Revolving Loan Fund Policy Discussion / Approval – Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO CALL FOR AN ECONOMIC DEVELOPMENT AUTHORITY (EDA) MEETING TO RENEW A DRAFT POLICY AND FOR STAFF TO DRAFT A MEMORANDUM OF

February 5, 2018 - **DRAFT**

AGREEMENT (MOA) WITH THE HOUSING AND REDEVELOPMENT AUTHORITY (HRA) FOR MANAGEMENT OF THE "OLD CDBG" FUNDS.

Committee Chair Johnson stated the funds would be used for improving the housing stock in the City of Brainerd or any commercial interests within the River to Rail boundaries. After appropriate discussion with the EDA and HRA, the proposal will be brought to Council in April for final approval.

Safety and Public Works Committee Report

2018 State Aid Allocation - Informational

City Engineer Sandy provided a brief update and comparison of the 2017 and 2018 State Aid allocation as well as the legislative decisions for State Aid this year. There was a 9.18% increase in the State Aid balance due to the tax from the sale of auto parts that was statutorily dedicated to the Highway User Tax Distribution Fund (HUTD). There has been feedback from various cities to have the state constitutionally dedicate these funds in the future.

Airport Utility Easements - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO AUTHORIZE SIGNATURES ON THE EASEMENT DOCUMENTS AS PRESENTED FOR ACCESS TO THE CITY / BRAINERD PUBLIC UTILITIES (BPU) SEWER AND WATER UTILITIES ON AIRPORT PROPERTY.

Committee Chair Bevans explained the easements are necessary for the City and BPU to be able to maintain the water and sewer utilities on the airport property.

Dellwood Drive Chip Seal Cost Share - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO APPROVE THE INVOICED AMOUNT AND THE FINAL QUANTITIES SO FORTH PRESENTED BY THE CITY OF BAXTER FOR A TOTAL CITY OF BRAINERD COST OF \$4,740.

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO APPROVE THE ST. PATRICKS DAY PARADE 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.

MnDOT S 6th Street Detour Agreement – Adopted by Resolution No. 09:18

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT RESOLUTION NO. 09:18 ENTERING INTO AGREEMENT NO. 1030302 DETOUR AGREEMENT BETWEEN THE CITY OF BRAINERD AND THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) AND AUTHORIZE PROPER SIGNATURES ON THE AGREEMENT.

RESOLUTION NO. 09:18

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

Notice of Hearing – Annual MS4 Stormwater Public Hearing - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO SET THE ANNUAL MS4 STORMWATER PUBLIC HEARING FOR MARCH 19, 2018 AT 7:30 PM IN COUNCIL CHAMBERS.

Unfinished Business

Committee Resignations – Accept with Regret

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT WITH REGRET THE RESIGNATION OF MR. DAN HEGSTAD FROM THE PARKS AND RECREATION BOARD EFFECTIVE FEBRUARY 5, 2018.

Committee Recommendations – Recommended by Mayor Menk

MOVED AND SECONDED BY ALDERMEN BEVANS AND JOHNSON, DULY CARRIED, TO APPOINT THE FOLLOWING MEMBERS TO THE COMMITTEES AS PRESENTED:

- 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 Committee – Mary Koep – Term to Expire 12/31/2018
- F. Transportation Advisory Committee – Mary Wohl – Term to Expire 12/31/2018
- G. Transportation Advisory Committee – Nathan Bertram – Term to Expire 12/31/2019
- H. Transportation Advisory Committee – Kevin Larson – Term to Expire 12/31/2019

Call for Applicants – Informational:

(Application Information at 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)

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

Housing & Redevelopment Authority – 1 term (Expire 2022)

New Business

Consideration of New On-Sale Wine and Beer License for Burrito California, 404 ½ West Washington Street - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE NEW ON-SALE WINE AND BEER LICENSE FOR BURRITO CALIFORNIA LOCATED AT 404 ½ WEST WASHINGTON STREET.

Housing and Rehabilitation Grant Application – Adopted by Resolution No. 10:18

Finance Director Hillman indicated the Housing and Redevelopment Authority (HRA) is applying for a grant on behalf of the City to target a downtown area and housing in northeast Brainerd. The application requires a public hearing to identify community development and housing need, adopting a resolution, and authorize appropriate signature on the Citizen Participation Plan.

The Chair recognized Mr. John Schommer, Rehabilitation Coordinator for the HRA. Mr. Schommer explained the grant application is similar to the Downtown Grant that is currently in place. There will be one commercial application included in this grant, but the majority will be for owner occupied rental rehab in a portion of northeast Brainerd.

The Chair opened the public hearing at 8:10 p.m.

The Chair recognized Mr. Nathan Steffenson, 410 E. River Rd Apt. 1006, Brainerd who is in support of the grant application. Mr. Steffenson previously served as a member on the HRA board and cited the potential for increased accessibility, energy efficiency, reduction in water usage and the mitigation of harmful chemicals.

The Chair closed the public hearing at 8:11 p.m.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART TO ADOPT RESOLUTION NO. 10:18 AUTHORIZING THE LOCAL GOVERNMENT AND SMALL CITIES DEVELOPMENT PROGRAM APPLICATION.

RESOLUTION NO.10:18

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

MOVED AND SECONDED BY ALDERMEN JOHNSON AND BEVANS, DULY CARRIED, TO AUTHORIZE THE APPROPRIATE SIGNATURE ON THE CITIZEN PARTICIPATION PLAN.

Planning Commission

First Reading of Proposed Ordinance No. 1477 – Text Amendment to Section 17-8 C. Accessory Buildings, Uses and Equipment

City Planner Ostgarden explained it is not uncommon to see different types of structural fabric material used in construction of buildings, particularly in commercial industrial type uses. The structural fabric material can provide architectural interest to a building and provide a flexible alternative for utilitarian purposes in an industrial district. The City of Brainerd Zoning Ordinance currently does not permit the use of structural fabric material in commercial or industrial districts. The need for a salt and sand storage building in the industrial area was

brought to our attention and the ability to use this type of material is a good option for the intended use. The Planning Commission approved the ordinance amendment.

Council discussion took place and it was requested that City Planner Ostgarden provides additional information about the structural fabric buildings and their uses prior to the second reading of the proposed ordinance.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPROVE THE FIRST READING OF ORDINANCE NO. 1477 AMENDING SECTION 17-8 C. ACCESSORY BUILDINGS, USES AND EQUIPMENT TO PERMIT FABRIC CONSTRUCTION MATERIAL FOR COMMERCIAL AND INDUSTRIAL ACCESSORY BUILDINGS.

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

Public Forum

The Chair opened the Public Forum at 8:22 p.m.

No one came forward.

The Chair closed the Public Forum at 8:23 p.m.

Staff Reports

City Engineer Sandy announced the date for the first business Meet and Greet for the S. 6th Street project. It will take place at the Chamber of Commerce, 224 W. Washington Street on Monday, March 5, 2018 from 5:30 p.m. to 7:00 p.m. The public open house is scheduled for March 20, 2018 from 5:00 p.m. to 7:00 p.m. at Trinity Lutheran Church, 1420 S. 6th Street.

City Planner Ostgarden indicated the Comprehensive Plan team has obtained some information regarding the current vacancy rate of rental property in the City. All rental property owners that have a building with 6 units or more were contacted which amounted to over 1,000 rental units. Out of those 1,000 units, only 19 were currently vacant. The Planning Department may continue by contacting the property owners with 5 units or less for further results.

City Administrator Torstenson gave an update on some of the tasks she has been working on this past month. She has been reviewing the Compensation Study materials but is not yet ready to adequately respond. The internal reviews with staff are near completion on the Facility Study and it was requested for Widsith Smith Nolting (WSN) to provide a draft final report in early June. This will give Council more information before the budgets are assembled. WSN will be making another presentation update to Council at the March 5, 2018 meeting.

City Administrator Torstenson stated she gave a presentation to the Senate Capital Investment Committee last week. They discussed items on the bonding request such as the Riverfront Trail and Cuyuna extension. She met with Representative Heintzeman and Senator Ruud to discuss events and projects that are being taking place in the City.

Council Member Reports

Mayor Menk indicated the Small Business Revolution will be announcing the Top 5 finalists in the Main Street Program on February 13, 2018.

Council Member Johnson announced the Riverfront Committee would like to acquire banners to display from the light posts in the Riverfront district. These are available by sponsorship at the cost of \$375 for three years to any business wishing to advertise.

Council Member Hilgart said the weekly district letter from Senator Ruud mentioned the meeting with City Administrator Torstenson and had high praise for her and the activity taking place in Brainerd.

Council Member Bevans mentioned Eagle Scout Ben Soukop, who had saved the life of a person in a car accident last November. He urged Mayor Menk to contact Mr. Soukop to possibly speak at an upcoming council meeting of the heroic event.

Council Member Lambert announced she recently attended a League of Minnesota Cities event for Experienced Elected Officials that was very informative.

Council Member Badeaux thanked the Brainerd Jaycee's for another successful Ice Fishing Extravaganza Tournament this year.

Adjourn

The Chair adjourned the meeting at 8:32 p.m.

Cassandra Torstenson
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
February 20, 2018
(9 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
NORTHERN AIR PLUMBING & HEATING INC 273 WESTWOOD DRIVE AITKIN, MN 56431 18-0136	(218) 927-6828	MECH	12/11/2018	4/23/2018	MB004886 PC735451
LITTLE PINE MECHANICAL LLC 1575 VOYAGER LANE SW BRAINERD, MN 56401 18-0137	(218) 821-2789	PLUM	3/20/2018	12/31/2018	PC680802
DIVERSIFIED CONST OF THE LAKES AREA 1107 6TH STREET SOUTH BRAINERD, MN 56401 18-0138	(218) 820-7841	GENL	1/1/2019	12/31/2018	
KRUCHTEN'S HEATING & AC, LLC 15140 INGLEWOOD DRIVE BAXTER, MN 56425 18-0139	(218) 828-4991	MECH	11/10/2018	4/8/2018	MB003039
NU/WAY CONSTRUCTION INC. PO BOX 230 BRAINERD, MN 56401 18-0140	(218) 820-4123	GENL	1/20/2019	12/31/2018	BC685355
TOTAL COMFORT 8818 7TH AVENUE N GOLDEN VALLEY, MN 55427 18-0141	(763) 383-8383	MECH	6/1/2018	9/30/2018	MB993665
TRUE NORTH TOWER 310 60TH STREET NW SAUK RAPIDS, MN 56379 18-0142	(320) 253-5489	UTIL	8/1/2018	12/31/2018	
HERZOG ROOFING, INC. PO BOX 245 DETROIT LAKES, MN 56502 18-0143	(320) 632-5119	ROOF	5/1/2018	12/31/2018	
GREAT RIVER EXCAVATING, LLC 10728 BLUE JAY TRAIL BRAINERD, MN 56401 18-0144	(218) 828-4764	EXCA	7/29/2018	12/31/2018	L-2819

**BRAINERD POLICE DEPARTMENT
MEMORANDUM**

TO: Brainerd City Council
FROM: Police Chief Corky McQuiston
DATE: 02-14-18
RE: Monthly Report



On January 12th, at the quarterly local Mental Health Stakeholder's Meeting, there was a presentation from this new company that is being utilized by Law Enforcement to help facilitate better and safer outcomes during interaction with persons that have disabilities.

Some of the disabilities that this would apply to are Autism, ADHD, Bipolar/Depression, Dementia, Schizophrenia, and Epilepsy. People who have these conditions can subscribe to the services. They will then receive a beacon that sends alerts to law enforcement cell phones that are utilizing the app when an officer comes into range with someone (80+ feet).

When an officer using the app comes in range with a beacon, the beacon transmits a signal to the app. The app then accesses a web-based system that has information about the person related to their disability. This essential information is about the person's condition, along with information to assist in decision making while interacting with the person and contact information for other caregivers to assist police. In some cases, this even includes a video from a recognized family member or caregiver that can be played for the person to help them get through the interaction.

Several agencies around the twin cities area are currently utilizing this service. We are in the process of having conversations with the other local law enforcement agencies and Crow Wing County Social Services in an effort to get a larger group of users to try to bring the cost down.

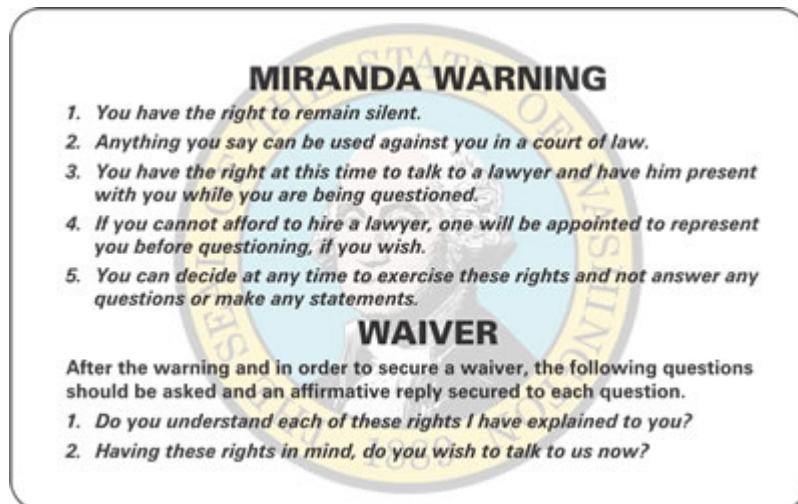
We see a major benefit to this when dealing with people that may have one of these conditions. Having the background and information on the front-end of interaction, can

help to keep everyone; the person and the police officers, safer and avoid unnecessary use of force encounters.



During the month of January all officers completed two modules in PATROL. The first module, Respiratory Protection for Law Enforcement 2018, covers an OSHA requirement. While the hazards of law enforcement responding to meth labs and the dangerous chemicals involved in that has been substantially reduced, the training continues to be a good reminder for officers responding to hazmat incidents and the overall responses to these types of incidents. The objectives of the training give officers the ability to:

- **Identify circumstances that may require the use of respiratory protection.**
- **Recognize the most common types of respirators.**
- **Identify basic elements of the respiratory system, fit testing, and how to care for your respirator.**
- **Recognize where to find and review the OSHA Respiratory Protection Standard.**



The second module completed for January was part one of a two-part series on Miranda. While the Miranda decision is over 50 years old, there continues to be issues that the courts make decisions on involving Miranda. Miranda continues to be one of the central issues in many criminal appeals and continues to evolve in interpretation.

Part One of this module on Miranda covers what constitutes in-custody, what constitutes interrogation, and what is involved in effectively administering a Miranda Warning.

Emergency Vehicle Operations Course

On January 23rd, Officers Travis Gleason, Drew Selvestra, and Travis Kostreba attended the eight-hour EVOC training at the Minnesota Highway Safety & Research Center(MnHSRC) in St. Cloud. 8-hour EVOC training is a POST mandate for all licensed officers to be completed every five years. We require our officers to be on a three-year rotation as driving is one of the most dangerous things that nearly all of us do almost daily.



The EVOC program at MnHSRC is affiliated with St. Cloud State University. Their 8-hour Law Enforcement course includes 1.5 hours of classroom information on case law related to police driving, information on the physiological and psychological aspects of emergency vehicle operations, and the effectiveness of emergency warning equipment.

Officers then spend 6.5 hours and use the center's police vehicles operating on their closed course where they practice a variety of things including:

- **Collision avoidance**
- **Straight-line brake**
- **Brake-to-steer combinations**
- **Serpentine**
- **Backing for emergency vehicles**
- **Skid prevention and control**
- **Emergency-vehicle cornering**
- **Intersection management**
- **Highway-response driving**
- **Pursuit-driving tactics**

Body Worn Camera Data Report



Month	Number of Videos	Hours of Videos	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
December	1149	114 Hours	438 GB	381.MB	5.95 Minutes	37
January	1201	130 Hours	897 GB	747.MB	6.49 Minutes	39

Conduct on Premises Activity Report for January

ICR	Date Reported	Title	Address	Summary
18000216	01/05/18	Conduct on Premises	802 Quince Street	Conduct on premises.
18000659	01/15/18	Conduct on Premises	605 Se 13 th Street	Conduct on Premises.
18001296	01/27/18	Conduct on Premises	1204 W Campus Drive	Conduct on Premises.

Monthly Police Activity

January	2018	2017
Calls	1476	1377
Citations (Inc. Parking)	256	266
Part I and Part II Crimes Reported	212 **	242

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

135 parking tickets were issued in the month of January with the following dispositions:

5	Dismissed
2	Business Validations
76	Paid in Full
0	Partial Payments Received
52	No Payment Received

Revenue Recapture Receipts:

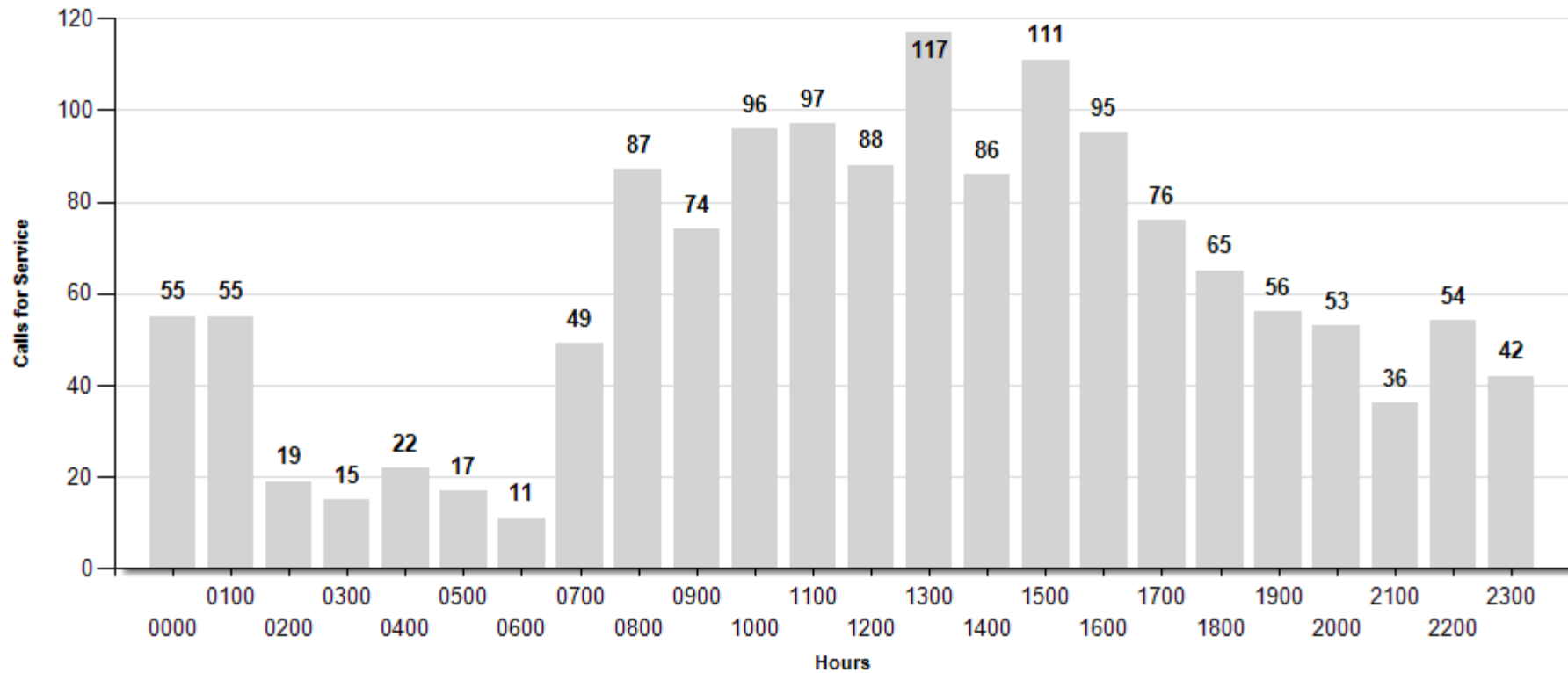
To Date: \$ 33,988.69
In 2018: \$ 200.00



Calls for Service Hourly

1/1/2018 to 1/31/2018

Total Calls: 1536





Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

Extract of Minutes of Meeting
of the City Council of the City of
Brainerd, Crow Wing County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Brainerd, Minnesota, was duly held in the City Hall in said City on Tuesday, February 20, 2018, commencing at 7:30 P.M.

The following members of the Council were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2018A, to be issued in the aggregate principal amount of \$_____.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposals, Member _____ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

RESOLUTION NO. _____

**A RESOLUTION AWARDING THE SALE OF GENERAL
OBLIGATION BONDS, SERIES 2018A, IN THE ORIGINAL
AGGREGATE PRINCIPAL AMOUNT OF \$_____; FIXING
THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR
EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR
PAYMENT**

BE IT RESOLVED By the City Council of the City of Brainerd, Crow Wing County, Minnesota (the "City"), as follows:

Section 1. Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to a resolution adopted by the City Council of the City on January 16, 2018 (the "Initial Resolution"), the City authorized the sale of its General Obligation Bonds, Series 2018A (the "Bonds"), for the following purposes:

(a) to finance the construction of certain assessable public improvements, including the 2017 Street Improvement Project and the 2017 Street Resurfacing Project (collectively, the "Assessable Improvements"), pursuant to Minnesota Statutes, Chapters 429 and 475, as amended (collectively, the "Improvement Act");

(b) to finance the construction of various improvements to the City's sanitary sewer system and water system, including but not limited to the construction of a new water tower and water and sanitary sewer improvements related to highway and street reconstruction (the "Utility Improvements"), pursuant to Minnesota Statutes, Chapters 444 and 475, as amended (collectively, the "Utility Revenue Act"); and

(c) to finance the acquisition of items of capital equipment described in Exhibit A attached to the Initial Resolution, or other similar equipment to be purchased (the "Equipment"), pursuant to Minnesota Statutes, Chapter 475, as amended, and Sections 410.32 and 412.301, as amended (collectively, the "Equipment Acquisition Act")

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the "Purchaser") to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$_____ (par amount of \$_____, [plus original issue premium of \$_____,] [less original issue discount of \$_____,] less underwriter's discount of \$_____), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2019	%	2024	%
2020		2025	
2021		2026	
2022		2027	
2023		2028	

True interest cost: _____%

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the accounts of the Debt Service Fund hereinafter created or deposited in the accounts of the Project Fund hereinafter created, as determined by the Finance Director of the City in consultation with the City’s municipal advisor. The Finance Director is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith deposits of the unsuccessful proposers. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the City Charter, the Improvement Act, the Utility Revenue Act, and the Equipment Acquisition Act (collectively, the “Act”) in the total principal amount of \$_____, originally dated March 22, 2018, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$	2024	\$
2020		2025	
2021		2026	
2022		2027	
2023		2028	

(a) \$_____ of the Bonds (the “Improvement Bonds”), maturing on February 1 in the years and in the amounts set forth below, will be used to finance the construction of the Assessable Improvements:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$	2024	\$
2020		2025	
2021		2026	
2022		2027	
2023		2028	

(b) \$_____ of the Bonds (the “Utility Revenue Bonds”), maturing on February 1 in the years and in the amounts set forth below, will be used to finance the construction of the Utility Improvements:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$	2024	\$
2020		2025	
2021		2026	
2022		2027	
2023		2028	

(c) The remainder of the Bonds in the amount of \$_____ (the “Equipment Certificates”), maturing on February 1 in the years and in the amounts set forth below, will be used to finance the acquisition of the Equipment:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$	2022	\$
2020		2023	
2021			

1.05. Optional Redemption. The City may elect on February 1, 2026, and on any day thereafter to prepay Bonds due on or after February 1, 2027. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption; Term Bonds. To be completed if Terms Bonds are requested by the Purchaser.]

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2018, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver any new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to

execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Administrator must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT B attached hereto, with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Bonds, Series 2018A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "Assessable Improvements Account," the "Utility Improvements Account," and the "Equipment Account." Amounts in the Assessable Improvements Account are irrevocably

pledged to the Improvement Bonds, amounts in the Utility Improvements Account are irrevocably pledged to the Utility Revenue Bonds, and amounts in the Equipment Account are irrevocably pledged to the Equipment Certificates.

(a) Assessable Improvements Account. Proceeds of special assessments levied or to be levied for the Assessable Improvements (the “Assessments”) and ad valorem taxes hereinafter levied are hereby pledged to the Assessable Improvements Account of the Debt Service Fund. There is appropriated to the Assessable Improvements Account a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) capitalized interest financed with proceeds of the Bonds, if any.

(b) Utility Improvements Account. The City will continue to maintain and operate its Water Fund, to which will be credited all gross revenues of the water system and out of which will be paid all normal and reasonable expenses of current operations of such system, and its Sewer Fund, to which will be credited all gross revenues of the sanitary sewer and wastewater systems and out of which will be paid all normal and reasonable expenses of current operations of such systems. Any balances therein are deemed net revenues (the “Net Revenues”) and will be transferred, from time to time, to the Utility Improvements Account of the Debt Service Fund, which Utility Improvements Account will be used only to pay principal of and interest on the Utility Revenue Bonds and any other bonds similarly authorized. There will always be retained in the Utility Improvements Account a sufficient amount to pay principal of and interest on all the Utility Revenue Bonds, and the Finance Director must report any current or anticipated deficiency in the Utility Improvements Account to the City Council. There is also appropriated to the Utility Improvements Account a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) capitalized interest financed with proceeds of the Bonds, if any.

(c) Equipment Account. Ad valorem taxes hereinafter levied are hereby pledged to the Equipment Account of the Debt Service Fund. There is appropriated to the Equipment Account a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) capitalized interest financed with proceeds of the Bonds, if any.

4.02. Project Fund. The City hereby creates the General Obligation Bonds, Series 2018A Project Fund (the “Project Fund”). The City will maintain the following accounts in the Project Fund: the “Assessable Improvements Account,” the “Utility Improvements Account,” and the “Equipment Account.” Amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds, amounts in the Utility Improvements Account are irrevocably pledged to the Utility Revenue Bonds, and amounts in the Equipment Account are irrevocably pledged to the Equipment Certificates.

(a) Assessable Improvements Account. Proceeds of the Improvement Bonds, less the appropriations made in Section 4.01(a) hereof, together with any other funds appropriated for the Assessable Improvements, Assessments, and ad valorem taxes collected during the construction of the Assessable Improvements, will be deposited in the Assessable Improvements Account of the Project Fund to be used solely to defray expenses of the Assessable Improvements and the payment of principal and interest on the Improvement Bonds prior to the completion and payment of all costs of the Assessable Improvements. Any balance remaining in the Assessable Improvements Account of the Project Fund after completion of the Assessable Improvements may be used to pay the cost in whole or in part of any other improvement instituted under the

Improvement Act under the direction of the City Council. When the Assessable Improvements are completed and the costs thereof paid, the Assessable Improvements Account of the Project Fund is to be closed and subsequent collections of Assessments for the Assessable Improvements are to be deposited in the Assessable Improvements Account of the Debt Service Fund.

(b) Utility Improvements Account. Proceeds of the Utility Revenue Bonds, less the appropriations made in Section 4.01(b) hereof, will be deposited in the Utility Improvements Account of the Project Fund to be used solely to defray expenses of the Utility Improvements. When the Utility Improvements are completed and the cost thereof paid, the Utility Improvements Account of the Project Fund is to be closed and any funds remaining may be deposited in the Utility Improvements Account of the Debt Service Fund.

(c) Equipment Account. Proceeds of the Equipment Certificates, less the appropriations made in Section 4.01(c) hereof, together with any other funds appropriated for the purchase of the Equipment, will be deposited in the Equipment Account of the Project Fund to be used solely to pay the costs of acquiring the Equipment. When the Equipment is purchased and the cost thereof paid, the Equipment Account of the Project Fund is to be closed and any monies remaining therein shall be transferred to the Equipment Account of the Debt Service Fund.

4.03. City Covenants with Respect to the Improvement Bonds. It is hereby determined that the Assessable Improvements will directly and indirectly benefit abutting property, and the City hereby covenants with the holders from time to time of the Bonds as follows:

(a) The City has caused or will cause the Assessments for the Assessable Improvements to be promptly levied so that the first installment will be collectible not later than 2018 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Assessable Improvement financed wholly or partly from the proceeds of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and ad valorem taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing receipts and disbursements in connection with the Assessable Improvements, Assessments and ad valorem taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

(e) At least twenty percent (20%) of the cost of the Assessable Improvements described herein will be specially assessed against benefited properties.

4.04. City Covenants with Respect to the Utility Revenue Bonds. The City Council covenants and agrees with the holders of the Bonds that so long as any of the Utility Revenue Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the water, sanitary sewer, and wastewater systems as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the Water Fund and Sewer Fund, as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The City will also maintain the Debt Service Fund as a separate account and will cause money to be credited thereto from time to time, out of Net Revenues from the water, sanitary sewer, and wastewater systems in sums sufficient to pay principal of and interest on the Utility Revenue Bonds when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the water, sanitary sewer, and wastewater systems and which will be open to inspection and copying by any Bondholder, or the Bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all Bondholders upon request.

(d) The City Council will cause persons handling revenues of the water, sanitary sewer, and wastewater systems to be bonded in reasonable amounts for the protection of the City and the Bondholders and will cause the funds collected on account of the operations of such systems to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The City Council will keep the water, sanitary sewer, and wastewater systems insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Utility Revenue Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The City and each and all of its officers will punctually perform all duties with reference to the water, sanitary sewer, and wastewater systems as required by law.

(g) The City will impose and collect charges of the nature authorized by Section 444.075 of the Act, at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Utility Revenue Bonds and to create and maintain such reserves securing said payments as may be provided in this resolution.

(h) The City Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in Net Revenues.

4.05. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such

general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.06. Pledge of Tax Levy. For the purpose of paying a portion of the principal of and interest on the Improvement Bonds and the Equipment Certificates, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City (the "Taxes"), which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Assessable Improvements Account of the Debt Service Fund above provided and will be in the years and amounts as attached hereto as EXHIBIT C.

4.07. Certification to County Auditor-Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collections Taxes, Assessments, and Net Revenues will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided for the Bonds is irrepealable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor-Treasurer of Crow Wing County, Minnesota (the "County Auditor-Treasurer") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.08. Filing of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor-Treasurer and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, and the Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action

which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2018 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2018 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other

person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and

dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Adopted this ____ day of February, 2018.

DAVID PRITSCHET
President of the Council

Approved this ____ day of February, 2018.

ED MENK
Mayor

ATTEST:

CASSANDRA TORSTENSON
City Administrator

EXHIBIT A
PROPOSALS

EXHIBIT B

FORM OF BOND

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF CROW WING
CITY OF BRAINERD

GENERAL OBLIGATION BOND
SERIES 2018A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	March 22, 2018	

Registered Owner: CEDE & CO.

The City of Brainerd, Minnesota, a duly organized and existing municipal corporation in Crow Wing County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2018, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2026, and on any day thereafter to prepay Bonds due on or after February 1, 2027. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$_____ all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on February 20, 2018 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain assessable public improvements and improvements to the water system and sewer system of the City and in financing the acquisition of certain items of capital equipment, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429, 444, and 475, as amended, and Minnesota Statutes, Sections 410.32

and 412.301, as amended, and the principal hereof and interest hereon are payable in part from special assessments levied against property specially benefited by improvements, ad valorem taxes, and net revenues of the water system and sewer system of the City, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments, ad valorem taxes, and net revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

IT IS HEREBY CERTIFIED AND RECITED That in and by the Resolution, the City has covenanted and agreed that it will continue to own and operate the water, sanitary sewer, and wastewater systems free from competition by other like municipal utilities; that adequate insurance on said systems and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Water Fund and Sewer Fund, into which it will pay all of the gross revenues from the water, sanitary sewer, and wastewater systems; that it will also create and maintain a Utility Improvements Account within the General Obligation Bonds, Series 2018A Debt Service Fund, into which it will pay, out of the net revenues from the water, sanitary sewer, and wastewater systems a sum sufficient to pay principal of the Utility Revenue Bonds (as defined in the Resolution) and interest on the Utility Revenue Bonds when due; and that it will provide, by ad valorem tax levies, for any deficiency in required net revenues of the water, sanitary sewer, and wastewater systems.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter and the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, statutory, or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Brainerd, Crow Wing County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: March 22, 2018

CITY OF BRAINERD, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK NATIONAL ASSOCIATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

(Cust) Custodian (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of
Officer of Registrar

Cede & Co.
Federal ID #13-2555119

EXHIBIT C
TAX LEVY SCHEDULES

Tax Levy Schedule for Improvement Bonds

<u>YEAR *</u>	<u>TAX LEVY</u>
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	

** Year tax levy collected.*

Tax Levy Schedule for Equipment Certificates

<u>YEAR *</u>	<u>TAX LEVY</u>
2019	
2020	
2021	
2022	

** Year tax levy collected.*

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

I, the undersigned, being the duly qualified and acting City Administrator of the City of Brainerd, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on February 20, 2018, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Bonds, Series 2018A, in the original aggregate principal amount of \$_____.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this _____ day of _____, 2018.

(SEAL)

City Administrator
City of Brainerd, Minnesota

STATE OF MINNESOTA
COUNTY OF CROW WING

CERTIFICATE OF COUNTY
AUDITOR-TREASURER AS TO TAX
LEVY AND REGISTRATION

I, the undersigned County Auditor-Treasurer of Crow Wing County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Brainerd, Minnesota (the "City"), on February 20, 2018, levying taxes for the payment of the City's General Obligation Bonds, Series 2018A, issued in the original aggregate principal amount of \$_____, dated March 22, 2018, has been filed in my office and said bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this ____ day of _____, 2018.

**COUNTY AUDITOR-TREASURER,
CROW WING COUNTY, MINNESOTA**

By: _____

Its: _____

(SEAL)

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

TUESDAY, February 20, 2018
City Hall Conference Room
7:15 PM

1. Approval of Bills & Payments to Contractors

<u>Contractor</u>	<u>IMP#</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Amount Retained</u>
Braun Intertec	14-03	Jackson Street-MnDOT Testing thru 1/27/18	\$650	\$0
Braun Intertec	16-13	Buffalo Hills Lane Resurfacing – MnDOT Testing thru 01/27/18	\$650	\$0
Braun Intertec	14-01	Oak Street Mill & Overlay – MnDOT Testing thru 1/27/18	\$500	\$0
CWC Highway Dept	17-01	2017 Street Striping	\$11,759	\$0
Millsop Assoc.	17-05	LSI Foundry Site – 9/16/17 – 12/18/17	\$5,653	\$0

2. 2018 Workers Compensation Renewal - Informational

3. Authorization to Dispose of Technology Equipment



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

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

February 20, 2018
City Council Chambers
7:00 PM

1. Authorization to Solicit Bids – Street Department Salt/Sand Storage Building
2. Notice of Hearing – Petition to Vacate a Portion of Vine Street in Harrison and White's Addition
3. Proposal for Soil Borings and Geotechnical Evaluation
4. Resolution Receiving Improvement 17-13 Feasibility Report and Setting the Improvement Hearing



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

E COLLEGE DR

SYCAMORE ST

S 4TH ST

TAMARAC ST

VINE ST

S 6TH ST

WILLOW ST

MARY ST

PARK ST

**PROPOSED
VACATION**



E COLLEGE DR

S 4TH ST

SYCAMORE ST

 PROPOSED VACATION

TAMARAC ST

S 5TH ST

VINE ST

S 6TH ST

WILLOW ST

PARK ST

MARY ST



NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Brainerd has received a petition from Julie Walsh, the owner of Lot 1, Block 3 Harrison and White's Addition to the City of Brainerd, for the Vacation of a portion of Vine Street described as; North 15 feet of that portion of Vine Street in Harrison and White's Addition to the City of Brainerd, lying West of a line extended straight north from the Northeast corner of Block 2, Harrison and White's Addition to the City of Brainerd, to the North line of Vine Street.

Notice is further given that the City Council of Brainerd will meet in the Council Chambers of the City Hall at Brainerd, Minnesota, at 7:30 p.m. on Monday, May 7, 2018 to conduct a Public Hearing to consider said Vacation.

Such persons as desire to be heard with reference to the proposed vacation of said street will be heard at this meeting.

Dated this 21st Day of February 2018

Cassandra Torstenson
City Administrator

Publish - 2 times on
February 23, 2018 and March 2, 2018

**CITY OF BRAINERD
COUNTY OF CROW WING
STATE OF MINNESOTA**

**NOTICE TO THE COMMISSIONER OF NATURAL RESOURCES OF A PUBLIC
HEARING ON VACATION OF A PORTION OF VINE STREET TERMINATING AT,
ADJACENT TO, OR ABUTTING UPON PUBLIC WATERS PURSUANT TO
MINNESOTA STATUTE §412.851**

NOTICE IS HEREBY GIVEN that a hearing will be held before the City Council on the 7th day of May 2018, in the City Hall located at 501 Laurel Street, Brainerd, MN 56401 at 7:30 PM to consider a proposed vacation of a portion of Vine Street located abutting South 4th Street legally described as:

North 15 feet of that portion of Vine Street in Harrison and White's Addition to the City of Brainerd, lying West of a line extended straight north from the Northeast corner of Block 2, Harrison and White's Addition to the City of Brainerd, to the North line of Vine Street.

Such portion of Vine Street terminates at, is adjacent to or abuts upon public waters, namely Boom Lake.

Dated this 21st day of February 2018.

Cassandra Torstenson
City Administrator

LEVI JOHNSON, Mayor
S. G. FITZPATRICK, City Attorney

OBERT BENSON, President of Council
JOHN A. NELSON, City Treasurer

WALTER FALL, City Clerk
C. O. MARKSON, City Engineer

CITY OF BRAINERD

☆☆☆ CITY HALL ☆☆☆
BRAINERD, MINNESOTA

September 21, 1959

Moved and seconded by Aldermen Winkelman and Cummings, duly carried on roll call, all members present voting "aye", and all being present except Alderman Thompson, that the following portion of Vine Street be vacated,

"South 45 feet of that portion of Vine Street in Harrison and White's Addition, lying West of a line extended straight north from the Northeast corner of Block 2, Harrison and White's Addition to the City of Brainerd, to the North line of Vine Street."

STATE OF MINNESOTA)
) ss
COUNTY OF CROW WING)

I, Walter Fall, duly appointed, qualified and acting City Clerk of the City of Brainerd, Crow Wing County, Minnesota do hereby certify that the above is a true and correct copy of the motion passed by the City Council at the regular meeting of September 21, 1959.



City Clerk, City of Brainerd
Crow Wing County, Minnesota

192941

UNIT OF MEASUREMENT OF
Quantity of Snow Water

I hereby certify that the within instrument was filed for record on the 24th day of Sept. 1894.

144

Slide 276

Register of Deeds
S. W. Perkins



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

February 9, 2018

Proposal QTB073066

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

Re: Proposal for a Geotechnical Evaluation
Brainerd Sand/Salt Storage Building
724 Thiesse Drive
Brainerd, Minnesota

Dear Paul:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed sand/salt storage building at the referenced site.

Our Understanding of Project

Per our discussion, the project will include construction of a new structure for storing sand and salt. The structure will consist of concrete pier or spread footings, concrete dividing walls and a fabric roof.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the building.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Environmental Well Notification

This proposal contains provisions for characterizing subsurface conditions to depths of 15 feet or deeper. Auger borings, cores and cone penetration test soundings advanced to such depths, whether instrumented for monitoring or not, are considered environmental wells by the Minnesota Department of Health (MDH), and need to be made known as such to the MDH *before they are completed*. This requires that applicable MDH notification forms be signed by the well owner, or representative/agent, and returned to us. *Braun Intertec cannot mobilize equipment and crews until an MDH notification form has been signed and submitted.* An MDH notification form is attached for this purpose.

Site Access, Staking and Utility Clearance

Drilling services will be performed by Braun Intertec Drilling, LLC, a subsidiary of Braun Intertec Corporation. Based on our discussion, it appears that the site is accessible to a truck-mounted drill rig.

Tree clearing, debris or obstruction removal, grading of navigable paths, and snow plowing are not included in our scope of services.

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

We propose to drill 4 standard penetration test borings for the building, extending them to a depth of 20 feet each. Standard penetration tests will be performed at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least 5 feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

Minnesota Well Code requires that environmental wells that are 15 feet deep or deeper be sealed. Based on our proposed subsurface characterization depths, we will seal 80 linear feet of borings with grout and prepare associated sealing records which must also be submitted to the MDH.

Sealing with grout as directed by the MDH will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless otherwise directed, we intend to thin-spread the cuttings around the

boreholes. If cuttings cannot be thin-spread, they will be containerized and left on site. Off-site disposal of the cuttings can be performed for an additional fee.

Over time, subsidence of borehole (core) backfill may occur, requiring surface grades to be re-leveled or bituminous or concrete patches to be replaced. Braun Intertec is not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling and patching long term.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Sample Review and Laboratory Testing

Recovered samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform 4 mechanical analyses (through a #200 sieve only).

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to structure design and performance and prepare a report, including:

- A CAD sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the site conditions that will impact structure design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing structure subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Recommendations for the design of spread footings or drilled piers.

Only an electronic copy of our report will be submitted to you unless you request otherwise. At your request, the report can also be sent to additional project team members.

Cost

We will furnish the services described in this proposal for a lump sum fee of \$5,775.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the field exploration can begin within approximately two weeks of written authorization; the field exploration will take one day to complete. Sample classification, laboratory testing, engineering analyses and report preparation will likely take an additional two weeks. We will pass along results, however, as they are obtained and reviewed.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Thayer at 320.980.3187 or sthayer@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Steve A. Thayer, PE
Associate Principal/Senior Engineer

Attachments:
MDH Notification Form
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Braun Intertec Corporation
3900 Roosevelt Road, Suite 113
Saint Cloud, MN 56301

Phone: 320.253.9940
Fax: 320.253.3054
Web: braunintertec.com

February 9, 2018

Proposal QTB073066

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

Re: Minnesota Department of Health Well Sealing Notification Form
Brainerd Sand/Salt Storage Building
724 Thiesse Drive
Brainerd, Minnesota

Dear Paul:

Please have the property owner, representative or agent complete the “Well Owner” section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: *This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.*

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502. ATTN: CASHIER										Minnesota Unique Well No. or W-series No. (Leave blank if not known)		Minnesota Well and Boring Sealing No. H			
Well Management Section Fax Number: (651) 201-4599.										Card Type: ☐ Visa ☐ Mastercard ☐ Discover Exp. Date _____ Print Cardholder Name _____					
☐ Well Sealing Notification (269)				Check Box If: ☐ Well is Multiple Cased ☐ Larger than 8-inch Inside Diameter				Card Number _____				3-Digit Security Code (Printed on back side of card.)			
☐ Water-Supply Well ☐ Monitoring Well ☐ Other _____				Authorized Signature _____											
WELL LOCATION		County		Township Name		Township No.		Range No.		Section No.		Fraction (sm. → lg.) 1/4 1/2 3/4			
		Well Location Address				City		State		Zip Code		Est. Depth Casing Diameter			
WELL OWNER		Well Owner Name (Print)								Daytime Telephone Number					
		Well Owner Street Address								City		State		Zip Code	
		Well Owner Signature								Date					
WELL CONTRACTOR		Well Contractor Company Name (Print) Braun Intertec Corporation				Certified Rep. Signature				Date		Company License No. 1323			

Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 103I, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



Brainerd City Council Agenda Request

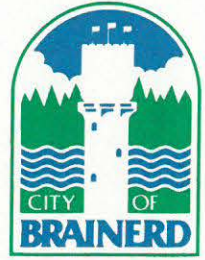
Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) <i>*provide copy of published hearing notice</i> ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <u>Please Explain:</u>	

February 12, 2018

Mayor Menk
and Brainerd City Council Members



www.ci.brainerd.mn.us

RE: City Improvement 17-13 – Southeast 10th Street and Brook Street Resurfacing and Southeast 10th Street Storm Sewer Lining/Rehabilitation

Dear Mayor Menk and City Council Members,

I am pleased to present this report for improvements to both Southeast 10th Street from Willow Street south to the dead end and Brook Street from South 8th Street to Southeast 13th Street. As you may recall from previous meetings, we took Brook Street off the City's State Aid system, as other streets justified the State Aid designation more than Brook Street does due to traffic counts.

Existing Conditions

Brook Street

Brook Street between South 8th Street and Southeast 13th Street (CSAH 45) was last reconstructed in 1970 from the Northern Pacific Railroad tracks east to Southeast 13th Street (CSAH 45). The portion of Brook Street between South 8th Street and the Northern Pacific Railroad Tracks was constructed in 1955. The pavement sections also vary in these two areas. Brook Street from South 8th to the Northern Pacific Railroad Tracks was constructed to a 33-foot wide section (face of curb to face of curb) with 4 inches of aggregate base and 1 ½ inches of pavement. The section of Brook between the Northern Pacific Railroad Tracks and Southeast 13th Street was constructed with 3 inches of pavement and 5 inches of aggregate base a width of 44 feet wide (face of curb to face of curb). Both of the pavements on Brook Street have served their respective effective life cycles, which can be seen through the severe cracking, potholing, and scaling taking place on both sections of Brook Street. Below is a list of deficiencies that were noted in the pavement during the design process:

- There is a combination of insufficient pavement section and poor soils on the section of Brook Street from South 8th Street to the Northern Pacific Railroad Tracks.
- Numerous potholes have developed that have been patched and re-patched over the years (most notably on the section of Brook Street from SE 10th Street to SE 13th Street (CSAH 45).
- Longitudinal and perpendicular thermal cracks have developed and spread and have cupped out, making for excessive potholing and alligator cracking.
- High maintenance costs for pothole patching. Inefficient to pothole patch, as the patch does not last more than a year.

- Curb section from South 8th Street to the Northern Pacific Railroad Tracks is old style vertical curb with no gutter and numerous drainage issues. All other curb along Brook Street is in good to great condition. Some spot repairs may be necessary.
- Vehicles have been traveling on the shoulders of Brook Street to avoid the centerline because of the severe disrepair on the centerline of the street. This makes it dangerous for pedestrians, bicyclists, and parked cars utilizing the shoulder areas on Brook Street.
- Current pavement scores for the two segments, as measured in 2015, are 2.09/4.00 on the segment from South 8th Street to the Northern Pacific Railroad Tracks and 0.79/4.00 on the section from the Northern Pacific Railroad Tracks to Southeast 13th Street (CSAH 45). This is well below the average pavement score in Brainerd of 3.22/4.00. The score of 0.79/4.00 is the lowest of all our pavement scores in Brainerd.

Southeast 10th Street

Southeast 10th Street between Willow Street and the dead end was last constructed in 1970 along with Brook Street from the Northern Pacific Railroad Tracks to Southeast 13th Street (CSAH 45). The street was constructed with 1.5 inches of bituminous and 4 inches of aggregate base a width of 35 feet wide (face of curb to face of curb). The pavements on SE 10th Street have served their effective life and need replacement. It is important to note that many of the deficiencies noted in the pavement are due to the underlying storm sewer and the large gaps in the pipe segments underground that exist. Below is a list of the deficiencies noted in the pavement during the design process:

- The combination of insufficient pavement section and poor soils (high groundwater) in this area of Southeast Brainerd is causing numerous potholes to develop in the street that have been patched and re-patched by maintenance crews in recent years. This is also due to the underlying 30 inch and 33 inch storm sewer and the large gaps between the pipe segments. The combination of the high groundwater and large gaps in the pipe cause for silt material around the pipe to enter the pipe, causing for voids to form around the pipe and collapse the overlying street.
- The poor soil in the area is causing much of the curb, especially from Summit Street to 470 feet north of summit street, to heave and sink.
- Potholes continue to form due to the underlying storm sewer and high groundwater in this area.
- Longitudinal and perpendicular thermal cracks have developed and spread and have cupped out, making for excessive potholing and alligator cracking.
- Street has begun to alligator crack, which is an indicator that the street surface has reached its useful life.
- Current pavement score, as measured in 2015, is 1.33/4.00. Well below the City average of 3.22/4.00.
- The curb and gutter in this section is fair, except the areas from Summit Street to 470 feet North of Summit Street, which is considered poor.

Proposed Conditions

In this section, I will break the project into 4 separate areas, those being Brook Street from South 8th Street to the Northern Pacific Railroad Tracks, Brook Street from the Northern Pacific Railroad Tracks to Southeast 13th Street, Southeast 10th Street from Willow Street to the dead end, and the storm sewer lining/rehabilitation.

Brook Street – South 8th Street to the Northern Pacific Railroad Tracks

When evaluating this section of Brook Street, staff considered three options:

1. A simple resurfacing of the existing street with spot replacement of the curb and gutter, removal of the existing gravel and bituminous section, and replacement of 4 inches of gravel and 2 inches of bituminous to meet a 7-ton road design standard.
2. A full depth reclamation of the existing bituminous and gravel section (5 ½ inches deep), spot replacement of the curb, and replacement of 2 inches of bituminous to meet a 7-ton road design.
3. A full depth reclamation of the existing bituminous and gravel section (5 ½ inches deep), replacement of all the curb, and replacement of 2 inches of bituminous to meet a 7-ton road design.

Through the evaluation of the existing deficiencies including the lack of ADA complaint pedestrian ramps at the trail crossing and the old-style curb with no gutter in this location, staff proposes option 3. The addition of the B-style curb and the reconstruction of the existing pavement will make this section of Brook Street from South 8th Street to Southeast 13th Street (CSAH 45) consistent to today's standards. Also, the addition of B-style curb will help with the ADA compliant curb ramps, which are required due to the City's recently adopted ADA Transition Plan and federal law. The use of the existing surfacing materials through reclamation will be a lower cost than importing new gravel in place of using the existing materials.

Brook Street – Northern Pacific Railroad Tracks to Southeast 13th Street (CSAH 45)

Staff considered 2 options on this section of Brook Street. They include:

1. A simple resurfacing of the existing Brook Street including the removal of the existing bituminous and gravel section, spot replacement of poor condition curb, and replacement of 4 inches of aggregate base and 2 inches of bituminous to meet a 7-ton road design standard.
2. A full depth reclamation of the existing bituminous and gravel section (8 ½ inches deep), spot replacement of the curb, and replacement of 2 inches of bituminous to meet a 7-ton road design standard.

Through cost evaluation and consisting of materials on the other sections of the total project, staff proposes option 2. The use of reclamation in place of importing new gravel will lower the cost of the resurfacing, along with making it consistent with the other areas of the project. As the curb is the new B-style curb and in good condition, spot repair to the poor segments is all staff is recommending (typically at driveway entrances or other high-traffic areas).

Southeast 10th Street – Willow Street to dead end

Staff considered 2 options on Southeast 10th Street. They include:

1. A simple resurfacing of the existing Southeast 10th Street including the removal of the existing bituminous and gravel section, spot replacement of poor condition curb, and replacement of 4 inches of aggregate base and 2 inches of bituminous to meet a 7-ton road design standard.
2. A full depth reclamation of the existing bituminous and gravel section (8 ½ inches deep), spot replacement of the curb, and replacement of 2 inches of bituminous to meet a 7-ton road design standard.

This process evaluation process was much aligned with the previous section of Brook Street, in which staff proposes option 2. The use of reclamation in place of importing new gravel will lower the cost of the resurfacing, along with making it consistent with the other areas of the project. As the curb is the new B-style curb and in good condition, spot repair to the poor segments is all staff is recommending (typically at driveway entrances or other high-traffic areas). Staff is proposing a 470' long sub-cut in the area from Summit Street to 470 feet North of Summit Street due to the very poor condition of the curb and pavement in this area. The sub-cut would consist of removal of 2 feet of the existing soils, placement of a separation fabric, replacement of 2 feet of select granular borrow, replacement of reclamation material, and placement of 2 inches of bituminous to meet a 7-ton road design.

Southeast 10th Street Storm Sewer Lining/Rehabilitation

Staff considered 2 options for repairing or replacing the existing 30 and 33 inch storm sewer in which lies underneath Southeast 10th Street. They include:

1. Replacement of the existing storm sewer in its entirety.
2. Rehabilitate the existing storm sewer using a cured-in-place pipe liner (CIPP).

There is a significant cost difference in replacement of storm sewer pipe compared to rehabilitation of the existing pipe. This difference can be based on many factors that include depth of the existing gravity storm sewer, overlying utilities and size of the existing pipe. Staff considered the options presented and proposes option 2. The existing storm sewer is 17 feet deep at its deepest point and has many overlying utility conflicts that would need to be dealt with during replacement. Cured-in-place pipe technologies have significantly advanced in recent years, with large municipalities in the

metro using this option as their go to for rehabilitation of large sewer interceptor (72 to 90 inches). This is due to the non-invasiveness of the technology, the need for sewer to be live (used) during the process, and the cost effectiveness of not having to relocate other utilities overlying the pipe. The storm sewer under Southeast 10th Street is still in good condition. The large gaps in the pipe are due to the use of highway culvert pipe in the installation, which typically comes in 8-foot sections.

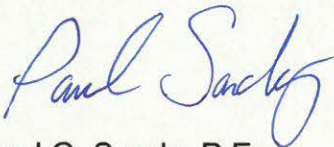
The total estimated project costs for all 4 proposed conditions listed above including estimated engineering (20%) and construction costs is \$835,400. Of this \$835,000, \$474,300 is considered to be the costs of resurfacing or reconstructing the streets (Construction Fund 401), \$324,300 is considered to be the estimated costs to rehabilitate the storm sewer (Storm Sewer Fund 238), \$21,100 is considered to be the estimated cost to replace castings on the sanitary sewer (Sanitary Sewer Fund 237), and \$15,700 is considered to be the estimated cost to upgrade the trail crossing to ADA standards (Construction Fund 401).

Of the total resurfacing costs of \$474,300, proposed assessments along the project are estimated to be \$213,687. There are \$21,880 in assessments being deducted due to sideyards. A total of \$7,680 of the \$213,687 in City property, leaving a total estimated amount of assessments the City may collect of \$206,007.

The project is feasible to construct, and the improvements are necessary due to the condition of the existing roadway and the current deficiencies that exist with the pavement section, the condition of the curb and gutter, and the condition of the existing storm sewer as stated in this report.

A preliminary assessment role has been prepared and staff is recommending that the Council adopt a resolution receiving this report and calling for the improvement hearing to be held March 19, 2018 at 7:30 P.M. during the regularly scheduled City Council meeting.

Respectfully submitted,



Paul G. Sandy, P.E.
City Engineer
City of Brainerd

RESOLUTION
NO. _____

RESOLUTION RECEIVING REPORT
CALLING HEARING ON IMPROVEMENT

WHEREAS, a report has been prepared by the City Engineer with reference to the improvement of the following described improvements:

IMPROVEMENT 17-13

Street Resurfacing

Brook Street from South 8th Street to Southeast 13th Street
Southeast 10th Street from Willow Street to the Dead End

This report was received by the Council on the 20th day of February 2018.

WHEREAS, the statute provides that no such improvements shall be made until the Council shall have held a public hearing on such improvements following mailed notice and two publications thereof in the official newspaper stating time and place of the hearing, the general nature of the improvement, the estimated costs thereof, and the area proposed to be assessed, and that a reasonable estimate of the total amount to be assessed, and a description of the methodology used to calculate individual assessments for affected parcels (the "Impact of Assessments") has been made available at the hearing, all in accordance with law; and

WHEREAS, this City Council has heretofore discussed and made determinations about the Impact of Assessments:

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

1. The Council will consider the above-described improvement in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvements pursuant to Minnesota Statute Chapter 429 at an estimated total cost of \$835,400.
2. A public hearing shall be held on such proposed improvement on the 19th day of March 2018, in the Council Chambers of the Brainerd City Hall at 7:30 p.m. and the City Administrator shall give mailed and published notice of such hearing and improvement as required by law.

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

NOTICE OF HEARING ON IMPROVEMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota, will meet in the Council Chambers of the City Hall at 7:30 p.m. on March 19, 2018 to consider making the improvement as described below pursuant to Minnesota Statute Sections 429.011 to 429.111:

IMPROVEMENT 17-13

Street Resurfacing – Grading, Aggregate Base, Full Depth Reclamation, Bituminous, Curb and Gutter, Storm Sewer Rehabilitation (Cured-In-Place Pipe Liner)

South 10th Street from Willow Street to the Dead End.

Brook Street from South 8th Street to Southeast 13th Street

The area proposed to be assessed is the property abutting said streets and alleys.

The estimated cost of such improvements is \$835,400

Such persons as desire to be heard with reference to the proposed improvements will be heard at this meeting.

Any individual needing special accommodations please call 828-2307.

Dated: February 21st, 2018

Cassandra Torstenson
City Administrator

Publish Brainerd Dispatch February 23, 2018 and March 2, 2018



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

MEMO

TO: Mayor and City Council

CC: Cassandra Torstenson, City Administrator

DATE: February 12, 2018

RE: S. 6th Street Reconstruction and Downtown Creative Placemaking Initiative

What is Creative Placemaking

"In creative placemaking, partners from public, private, nonprofit and community sectors strategically shape the physical and social character of a neighborhood, town, tribe, city or region around arts and cultural activities. Creative placemaking animates public and private spaces, rejuvenates structures and streetscapes, improves local business viability and public safety, and brings diverse people together to celebrate, inspire and be inspired."

City Council support is sought for a Downtown creative placemaking initiative.

Initiative Purpose

The impact of the 2009 streetscape project was significant for some Downtown businesses and some strong feelings remain. The primary purpose for this initiative is to help the Downtown businesses and property owners know that we support them and we all want to do what is possible to help them through the difficult construction project.

Background

The S. 6th Street reconstruction project is planned to begin in late April and continue into September. In reviewing the construction schedule with the City Engineer, it appears that Downtown will begin to be most affected after July 4th with street closures and disruption continuing into the fall.

Last year, City Council President Pritschet became aware of art work that appeared during the Minneapolis Green Line mass transit route construction. Councilman Pritschet proposed the idea of how art might be used to generate interest in getting people Downtown during construction. He asked that the Planning Department explore how that might happen.

The Creative Placemaking Coalition Team

A group of representatives from the Sage Restaurant, Crossing Arts Alliance, Five Wings Arts Council, Brainerd Restoration, Region 5 Development Commission and the City of Brainerd have been meeting to plan the creative placemaking initiative.

Creative Placemaking Plan

The coalition is working to establish a creative placemaking initiative event that will occur from sometime in July to sometime in September. It will include art and events intended to generate curiosity, interest and excitement about going Downtown during construction. Examples of art for the initiative include:

- Sculptures
- Murals
- Mobile art carts
- Performing
- Traveling exhibits
- Children/Adult
- Chalk
- Sidewalk
- Pavement
- Others

In addition to the many types of art and art activities, events will also be part of the initiative. For example:

- The Brainerd Lakes Area Music festival has been contacted and a Downtown performance may be possible.
- Brainerd History Week is in August during the disruption. Ideas are being discussed for how to use that week for the initiative.
- Perhaps the Farmers Market can be enticed to locate Downtown during August.
- StreetFest will occur as planned.
- The Brainerd Public Library will try to schedule some of its summer activities Downtown.
- Fun and Friends is exploring a way to be Downtown.
- The Historical Society will be contacted about a possible exhibit(s).
- The state has been contacted about possible traveling exhibits.
- Others

A third initiative is the creation of a “pop-up” space for social placemaking. The Sage Restaurant is planning an outdoor patio area on their property east of the restaurant. When the patio is constructed, an area of unusable city owned

parking lot will remain. The “pop-up” public space could be created in this area. For this to be possible, the following are some of the issues that need to be addressed:

1. The area for the Sage patio needs to be determined.
2. Determine how many spaces will be possible in the parking lot
3. Discussion with the Shaw’s will need to occur. A shared parking agreement will be needed (different than the one currently drafted).
4. The parking lot will need to be restriped.
5. Present the “Pop-Up” concept to the Downtown (see next section).

The initial step for the above initiatives is to meet with Downtown businesses and property owners to present the idea and gauge their interest in pursuing the initiative. A meeting is planned for March 1, 2018. If there is initiative support, a discussion is planned about the types of creative placemaking they think may generate curiosity, interest and excitement for Downtown in addition to the suggestions the coalition will have.

The next step will be to meet with all area artists to present the initiative, gauge their interest and start a conversation about what interests them about the initiative.

Funding

Funding for commissioning the artists is planned to be from three sources:

1. A crowd funding campaign created by Region 5
2. Grants from area agencies
3. Community donations

The extent of the initiative will be based on how much funding can be raised. Brainerd Restoration and Region 5 have both offered to administer the grant.

Region 5 Assistance

In addition to the crowd funding, Region 5 will assist in seeking proposals for area artists and oversee the artist contracts. The crowd funding will be used to purchase art carts and supplies for use Downtown and elsewhere. Following is an example of an art cart:



Region 5 has submitted a grant application to the Initiative Foundation to hire an intern with marketing and promotion skills to help oversee the administration of the initiative.

Brainerd Restoration

Restoration has raised funds to proceed with one or more murals. If the initiative does not come together, Brainerd Restoration will continue to pursue a mural painting.

Creative Placemaking Proposals, Judging and Review

All proposals for art will be judged by a review panel. Following the selection of work to be commissioned, work that will be placed on public property will be submitted to the City Council for review.

The Key to Success

No one agency or member of the coalition can make this initiative successful. There are many pieces to this initiative and it will take considerable planning, organizing and cooperation for this to be successful. It will take a team effort of Downtown businesses, property owners and coalition members for this initiative to be successful.



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) <i>*provide copy of published hearing notice</i> ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 2 nd Reading
Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

MEMO

TO: Mayor and City Council

FROM: Mark Ostgarden, City Planner

DATE: February 12, 2018

RE: Structural Fabric Material Ordinance Amendment

During the 1st Ordinance reading to permit structural fabric material for commercial and industrial accessory building construction, a concern was raised that “hoop” buildings could be along Washington Street and other commercial corridors. Should the City Council desire to limit this type of material to industrial areas, the Ordinance can be amended during the 2nd reading approval. Following is some additional information on this issue.

A “hoop” building can be defined as:

“a structure used as a greenhouse, season extender or shelter and is characterized as a half-round "hoop" shape. Hoop houses are typically constructed of lengths of PVC pipe.”

In the mid 2000’s when the “hoop” building issue was raised, the City Council supported removal of this type of building for 2 reasons:

1. The buildings constructed could not qualify for a building permit.
2. The Zoning Ordinance had (and still has) the following language:
All accessory buildings in Zoning Districts R-1, R-2, R-3 and R-4, shall have the same or similar finish as the neighboring homes and be homogeneous in design.

The “hoop” buildings removed were the \$100 “do it yourself” kits purchased at any hardware store or home improvement center.

The Zoning Ordinance has the following language that prevents a “hoop” building from being constructed as a primary use:

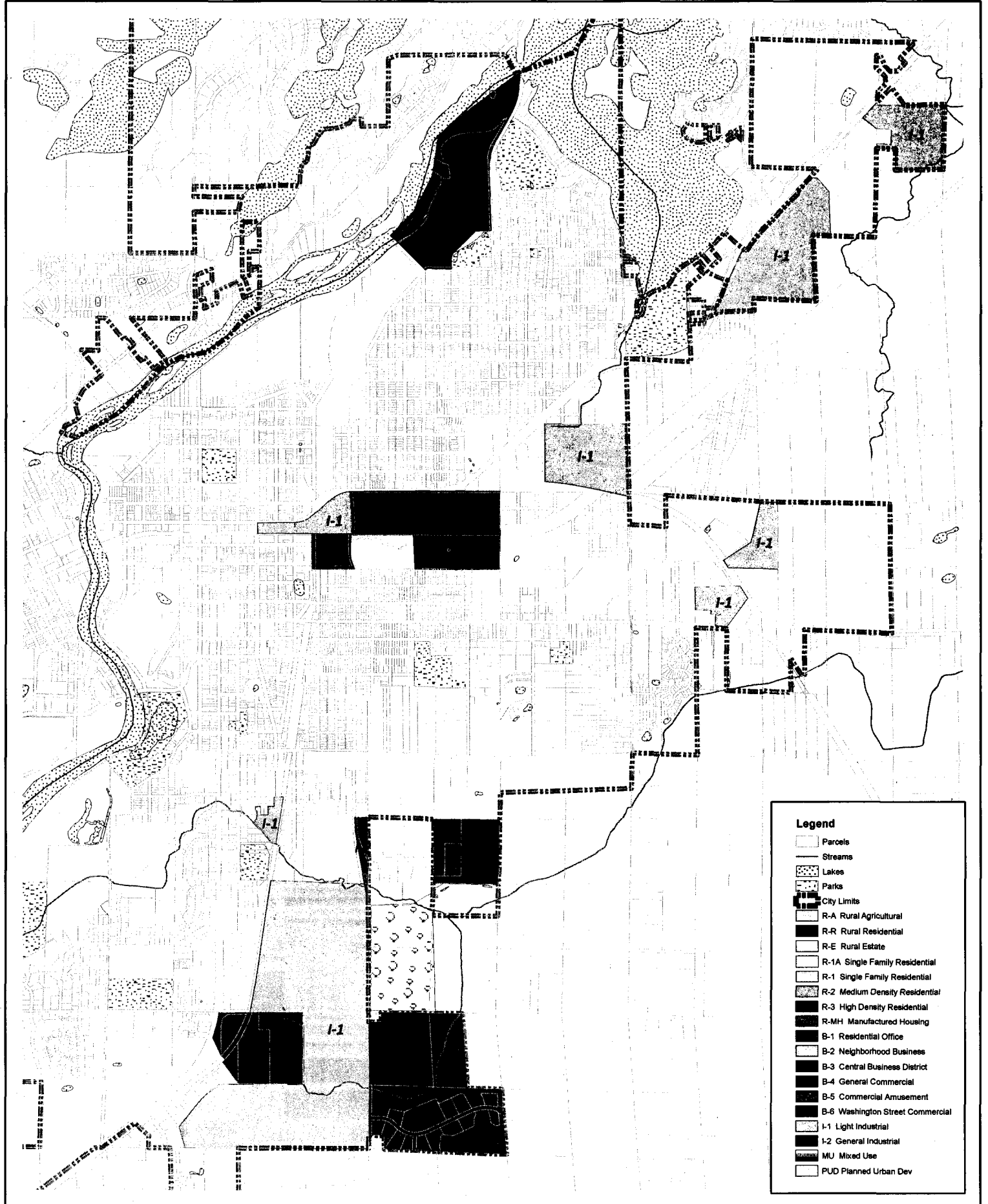
Exterior Building Materials - B-1, B-2, B-4, B-5 and B-6 Zoning Districts.

- a. *All exterior wall surfaces shall be a combination of materials including brick, dimensioned stone, or their replicas, rock face block, decorative concrete panels, stone, stucco, wood, glass, or Exterior Finish Installation (EFIS). Material such*

as metal panels, window trim, flashing, accent features and the like that make up the exterior of a building shall not exceed twenty-five (25) percent.

In discussing the possibility of “hoop” buildings along Washington Street and other commercial areas with the Building Official and City Engineer, we agreed that it is not likely that this type of accessory building would be constructed. We agreed that it would be more likely that a sturdier building, designed to meet building code requirements with a fabric material have a Quonset or domed roof appearance.

If using structural fabric material on commercial buildings is a concern, there should also be a concern about industrial buildings. While buildings and uses in some industrial areas are not and will not be readily visible, there are other industrial areas where buildings and uses will be readily visible. Attached is a Zoning map that depicts the industrial zoned areas in the city. Note there is a considerable amount of this zoning adjacent to major corridors.



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



**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, _____



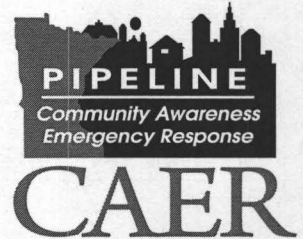
Join us for the CoRE Program!

Please attend this program to train with pipeline companies, gas distribution, and first responders from your community. During CoRE you will participate in a simulated product release and work through a discussion based exercise.

*****ALL FOR AADC 553

Brainerd City Hall
Current City Manager
Or Patrick Wussow
501 Laurel St
Brainerd, MN 56401-3595

YUGZ-6Q8M



The program and meal are provided at no cost to you.

PROGRAM & VENUE INFORMATION (Run Time: Meal 30 min. Program 90 min.)

March 13, 2018 / 6:00 PM
Northern Lights Casino Hotel
6800 Y Frontage Rd. N.W.
Walker, MN 56484

Please RSVP to help with estimating attendance for meals and seats.

Register online with your webcode at
www.mncaer.com

WebCode: **YUGZ-6Q8M**

CoRE OBJECTIVES

Pipeline Operator

- **Learn** the responsibility and resources of government organizations that may respond to a pipeline emergency
- **Acquaint** the officials with the operator's ability in responding to a pipeline emergency
- **Identify** the types of pipeline emergencies of which the operator notifies the officials
- **Plan** how the operator and officials can engage in mutual assistance to minimize hazards to life or property

Local Government Officials

- Do we have a pipeline emergency?
- Where is the leak or response?
- Whom do we notify?
- Is there an immediate threat to life or property?
- Should emergency responders shut down the pipeline?
- Do we need to start an evacuation or other public protective action?
- Will other resources (local, state, federal, private industry) be required?



You will receive a **Certificate of Completion** following the meeting.

To learn more about your local pipeline meeting sponsors, please visit **www.mncaer.com**.



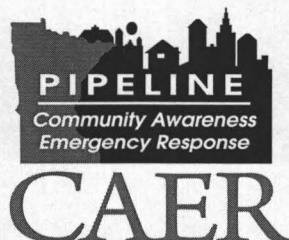
2018 Meeting Schedule

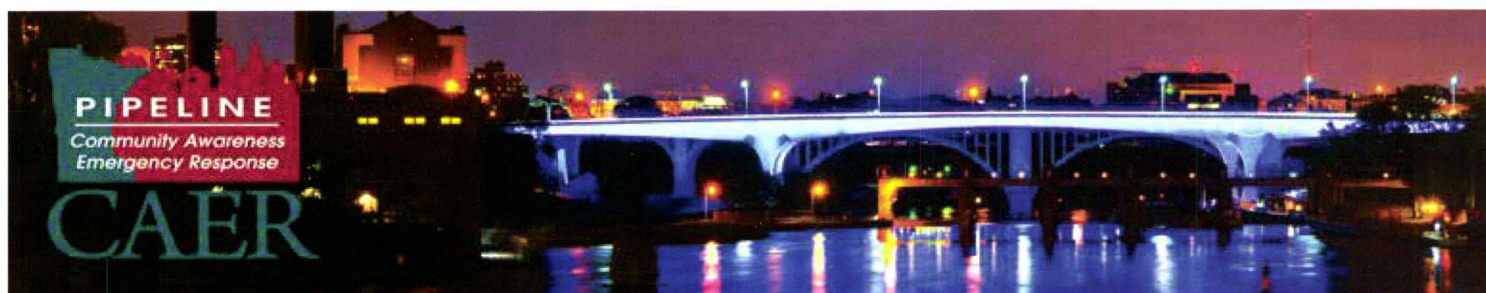
City	Date	Time	Day	Venue	Address
Maple Grove	01/29/18	6:00 PM	Monday	Maple Grove Community Center	12951 Weaver Lake Rd.
Shakopee	01/30/18	6:00 PM	Tuesday	American Legion	1266 1st Ave. E.
Kasson	01/31/18	6:00 PM	Wednesday	Events by Saker	401 8th St. S.E.
Caledonia	02/01/18	6:00 PM	Thursday	Four Seasons Community Center	900 N. Kingston St.
Owatonna	02/06/18	6:00 PM	Tuesday	Holiday Inn Hotel & Suites	2365 43rd St. N.W.
St. Peter	02/07/18	6:00 PM	Wednesday	Gustavus Adolphus College - Alumni Hall	800 College Ave.
Fairmont	02/08/18	6:00 PM	Thursday	Holiday Inn Fairmont	1201 Torgerson Dr.
Luverne	02/12/18	6:00 PM	Monday	Grand Prairie Events	105 S. Estey St.
Tyler	02/13/18	6:00 PM	Tuesday	Tyler Golf Club	420 County Rd. 7
Olivia	02/15/18	6:00 PM	Thursday	Max's Grill	2425 W. Lincoln Ave.
Granite Falls	02/20/18	6:00 PM	Tuesday	Prairie's Edge Casino Resort	5616 Prairie's Edge Ln.
Benson	02/21/18	6:00 PM	Wednesday	McKinney's on Southside	300 14th St. S.
Wheaton	02/22/18	6:00 PM	Thursday	American Legion	402 Hwy. 75 N.
Buffalo	02/26/18	6:00 PM	Monday	Wild Marsh Golf Club	1710 Montrose Blvd.
St. Cloud	02/27/18	6:00 PM	Tuesday	Best Western Plus Kelly Inn	100 4th Ave. S.
Long Prairie	02/28/18	6:00 PM	Wednesday	Long Prairie Country Club	406 6th St. S.E.
Milaca	03/01/18	6:00 PM	Thursday	Phoenix Hotel & Banquet Center	210 E. Hwy. 23
Cambridge	03/06/18	6:00 PM	Tuesday	Armed Forces Reserve Community Center	505 Spirit River Dr. S.
Duluth	03/07/18	6:00 PM	Wednesday	Black Woods Event Center	195 Hwy. 2
Grand Rapids	03/08/18	6:00 PM	Thursday	Timberlake Lodge Hotel & Event Center	144 S.E. 17th St.
Walker	03/13/18	6:00 PM	Tuesday	Northern Lights Casino Hotel	6800 Y Frontage Rd. N.W.
Bemidji	03/14/18	6:00 PM	Wednesday	Hampton Inn & Suites	1019 Paul Bunyan Dr.
Theif River Falls	03/15/18	6:00 PM	Thursday	The Eagles Club	305 Red Lake Blvd.
Hallock	03/20/18	6:00 PM	Tuesday	Hallock City Hall	163 3rd St. S.E.
Ada	03/21/18	6:00 PM	Wednesday	Ada Convention Center	415 W. Main St.
Moorhead	03/22/18	6:00 PM	Thursday	Courtyard by Marriott	1080 28th Ave. S.

PROGRAM SPONSORS:

Alliance Pipeline LP
 Andeavor - South West Region
 Austin Utilities
 BP Pipelines (North America), Inc.
 Centennial Utilities
 CenterPoint Energy Gas Distribution and Transmission
 City of Brownton
 City of Duluth Public Works and Utilities Dept.
 Fairfax-Gibbon (Cities of)
 City of Hallock
 City of Stephen
 City of Tyler
 Community Co-op
 Dooley's Natural Gas/Dooley's Natural Gas II
 Enbridge Energy Company, Inc.
 Enbridge Pipelines (North Dakota) LLC
 Enterprise Products Operating LP
 Flint Hills Resources

Great Plains Natural Gas Company
 Greater Minnesota Gas
 Hibbing Public Utilities
 Hutchinson Utilities Commission
 Kinder Morgan Cochin LLC
 Magellan Midstream Partners, L.P.
 Montana-Dakota Utilities Co.
 New Ulm Public Utilities Commission
 Northern Border Pipeline Company
 Northern Natural Gas
 Northwest Gas
 NuStar Pipeline Operating Partnership L.P.
 Owatonna Public Utilities
 Sheehan's Gas Company
 Suburban Propane
 TransCanada/Great Lakes Gas Transmission Company
 Viking Gas Transmission Company
 Xcel Energy





Safety and Efficiency of Pipeline Systems in Minnesota

Pipelines are the safest and most efficient means of transporting natural gas and petroleum products, according to National Transportation Safety Board

statistics. In the United States alone, there are over 200,000 miles of petroleum pipelines and 300,000 miles of natural gas transmission pipelines in use every

day. These pipelines transport the natural gas, which provides about 24 percent of all the energy used in the United States, and over 700 million gallons of petroleum products per day, to American consumers and businesses.



Local distribution companies (LDCs) deliver natural gas to most homes and businesses through underground main and natural gas service pipelines. These lines cover over 800,000 miles of underground pipeline in the United States.

When you learn and follow the guidelines contained here, not only do you help ensure that energy and natural resources continue to flow smoothly and safely to your town and other towns like it, but you also become a steward of the environment.

IN THIS ISSUE:

Safety and Efficiency of Pipeline Systems in Minnesota

What do pipelines transport and what are the potential hazards?

Call 811 before you dig

Planning, Zoning & Property Development

What do the pipeline companies do in the event a leak was to occur?

What can you do to help?

Call before you clear

How do pipeline companies facilitate safety, integrity & reliability of their systems

How would you know where a pipeline is?

How would you recognize a pipeline leak?

Transmission Pipeline Mapping

Minnesota Pipeline CAER Members & Emergency Contact Numbers

Helpful Web sites

What do pipelines transport and what are the potential hazards?

Many pipelines transport petroleum products and natural gas. Some pipelines transport other hazardous products such as chemicals, highly volatile liquids, anhydrous ammonia, or carbon dioxide. Exposure to these products can be harmful if inhaled, and can cause eye and skin irritation, and difficulty in breathing.

Fortunately, pipeline accidents are extremely rare, but they can occur. Natural gas and petroleum products are flammable and potentially hazardous and explosive under certain conditions. Pipeline companies undertake many prevention and safety measures to ensure the integrity of their pipeline systems.

You can obtain more specific information regarding pipelines and the products

they carry by contacting the pipeline company directly.



Call 811 before you dig, IT'S FREE, AND IT'S THE LAW!

811 is a federally-mandated number designated by the FCC to consolidate all local "Call Before You Dig" numbers and help save lives by minimizing damages to underground utilities. One easy phone call to 811 starts the process to get all utility and pipeline company-owned lines marked for FREE. When you call 811 from anywhere in the state, your call will be routed to the Gopher State One-Call Center. The law requires that you call 48 hours (excluding weekends & holidays) before you begin your project. Once your underground lines have been marked for your project, you will know the approximate location of your pipelines and utility lines, and can continue your project by digging with care and respecting the marks. More information regarding 811 can be found at www.call811.com.

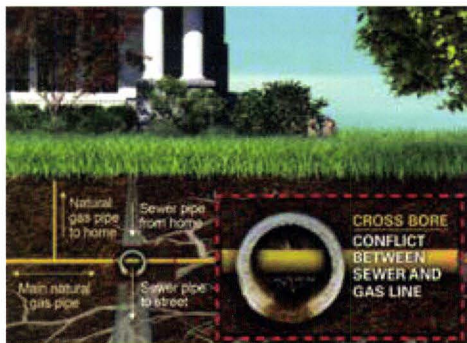
Excavators must notify the pipeline company directly or through the One-Call Center immediately but not later than two hours following a damage incident.



Call before you clear

Cross bores can be dangerous because the mechanical equipment used to unclog sewer pipes can easily penetrate a natural gas pipe and lead to the dangerous release of natural gas.

If you are having trouble with your sewer, or think you have a blockage, make sure the natural gas utility serving the area is contacted first (either by you or your sewer cleaner). More information can be found at www.callbeforeyouclear.com



Planning, Zoning and Property Development

It is crucial to coordinate with pipeline operators to take the location of pipelines into consideration in land use plans, zoning, and property development activities. Developments can make use of pipeline easements as open spaces and greenway connectors. Pipeline depth is a crucial consideration during development planning. Changes to the topography on either side of the pipeline may impose unacceptable stresses on the pipeline. Public officials can enhance

public safety by working with pipeline operators to coordinate development of site plans where large numbers of people congregate, including schools, churches, etc. or other high consequence areas. The Pipelines and Informed Planning Alliance (PIPA) encourages the adoption and implementation of PIPA-developed recommended practices related to risk-informed land use planning near transmission pipelines. Go to www.Pipa-info.com for additional information.

What do the pipeline companies do in the event a leak was to occur?

Top priorities in any pipeline emergency response is public safety and environmental protection. In order to prepare for the event of a leak, pipeline companies regularly communicate, plan and train with local emergency personnel such as fire and police departments. Upon the notification of an incident or leak, either by the pipeline company's internal control center or by phone, the pipeline operator will immediately dispatch trained personnel to assist public safety officials in their response to the emergency. Pipeline operators will also take steps to minimize the amount of product that leaks out and to isolate the pipeline.

The pipeline company's control center may:

- Stop or reduce the flow of product

What can you do to help?

While leaks with pipelines and pipeline facilities are very rare, damages to pipelines are more likely to occur. Awareness of the location of the pipeline, the potential hazards, and what to do if a leak does occur can help minimize the number of accidents that do occur.

A leading cause of transmission & local distribution pipeline leaks occur because of unsafe digging by third parties. Pipeline companies are responsible for the safety and security of their respective pipelines. To help maintain the integrity of pipelines and their rights-of-way, it is essential that pipeline and facility neighbors protect against unauthorized excavations or other destructive activities. Here's what you can do to help:



- Dispatch pipeline emergency response personnel and equipment to the emergency site
- Inform you of any special precautionary recommendations
- Act as a liaison between emergency response agencies and pipeline company personnel
- Help bring the emergency to conclusion as quickly and safely as possible
- Become familiar with the pipelines and pipeline facilities in the area (marker signs, fence signs at gated entrances, National Pipeline Mapping System, etc).
- Record the company name, 24-hour emergency contact information and any pipeline information and keep in a permanent location near the telephone.
- Be aware of any unusual or suspicious activities or unauthorized excavations taking place within or near the pipeline right-of-way or pipeline facility; report any such activities to the pipeline operator and local law enforcement.
- Contact your pipeline operators to verify their Emergency Preparedness Response plans contain current contact information for your community/county.

Transmission Pipeline Mapping

The National Pipeline Mapping System (NPMS) is a geographic information system (GIS) created by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS) in cooperation with other federal and state governmental agencies and the pipeline industry to provide information about pipeline operators and their pipelines. The NPMS Web site is searchable by ZIP code or by county and state, and can display a county map that is printable.

Within the NPMS, PHMSA has developed the Pipeline Integrity Management Mapping Application (PIMMA) **for use by pipeline operators and Federal, state, and local government officials only.** The application contains sensitive pipeline infrastructure information that can be viewed via internet browser. Access to PIMMA is limited to Federal, State, and Local Government officials as well as pipeline operators. PIMMA access cannot be given to any person who is not a direct employee of a government agency.

For a list of pipeline operators with pipelines in your area and their contact information or to apply for PIMMA access, go to www.npms.phmsa.dot.gov/. Operators of production facilities, gas/liquid gathering piping and distribution piping, are not represented by NPMS nor are they required to be.

For more information regarding pipeline safety and an overview of the pipeline industry please visit the following Web sites:

Pipeline Resources and Information

- Call Before You Clear - www.callbeforeyouclear.com
- Pipeline 101 - www.pipeline101.com
- Pipelines and Informed Planning Alliance- www.pipa-info.com
- Association of Oil Pipe Lines (AOPL) - www.aopl.org
- American Petroleum Institute (API) - www.api.org
- Interstate Natural Gas Association of America (INGAA) - www.ingaa.org
- American Gas Association (AGA) - www.aga.org
- Common Ground Alliance (CGA) - www.commongroundalliance.com
- 811 - www.call811.com
- Gopher State One Call - www.gopherstateonecall.org
- Minnesota Regional CGA: www.mncga.com/

Regulatory Agencies

- Department of Transportation (DOT) - www.dot.gov
- Office of Pipeline Safety (OPS) - www.phmsa.dot.gov
- National Transportation and Safety Board (NTSB) - www.nts.gov
- Federal Energy Regulatory Commission (FERC) - www.ferc.gov
- Federal Energy Regulatory Commission (FERC - Oil Pipelines) - www.ferc.gov/industries/oil.asp
- Occupational Safety & Health Administration (OSHA) - www.osha.gov
- National Fire Protection Association (NFPA) - www.nfpa.org
- Minnesota Office of Pipeline Safety (MNOPS) - <http://dps.mn.gov/divisions/ops>
- National Pipeline Mapping System - <https://dps.mn.gov/divisions/ops>

Minnesota Pipeline CAER Members

Alliance Pipeline LP
 Andeavor - South West Region
 Austin Utilities
 BP Pipelines (North America), Inc.
 Centennial Utilities
 CenterPoint Energy Gas Distribution and Transmission
 City of Brownton
 City of Duluth Public Works and Utilities Dept.
 Fairfax-Gibbon (Cities of)
 City of Hallock
 City of Stephen
 City of Tyler
 Community Co-op
 Dooley's Natural Gas/Dooley's Natural Gas II

Enbridge Energy Company, Inc.
 Enbridge Pipelines (North Dakota) LLC
 Enterprise Products Operating LP
 Flint Hills Resources
 Great Plains Natural Gas Company
 Greater Minnesota Gas
 Hibbing Public Utilities
 Hutchinson Utilities Commission
 Kinder Morgan Cochin LLC
 Magellan Midstream Partners, L.P.
 Montana-Dakota Utilities Co.
 New Ulm Public Utilities Commission
 Northern Border Pipeline Company
 Northern Natural Gas
 Northwest Gas

NuStar Pipeline Operating Partnership L.P.
 Owatonna Public Utilities
 Sheehan's Gas Company
 Suburban Propane
 TransCanada/Great Lakes Gas Transmission Company
 Viking Gas Transmission Company
 Xcel Energy

For additional information regarding a specific pipeline operator or underground utility, please contact company directly. Contact information for each member company can be found on our website at www.mncaer.com

How do pipeline companies facilitate safety, integrity and reliability of their systems?

Even though most transmission pipelines are made of steel, covered with protective coatings and buried underground, pipeline companies invest significant time and capital maintaining the quality and integrity of their pipeline systems. Most active pipelines are monitored 24 hours a day via manned control centers. In addition, pipeline companies utilize aerial surveillance and/or on-ground observers to identify potential dangers to their pipelines, such as construction or excavation activities or possible leaks. Control center personnel continually monitor the pipeline system and assess changes in pressure and flow along the pipeline. They notify field response personnel if there is a possibility of a leak or release of product. Automatic

shut-off valves are sometimes utilized to isolate a leak.

Pipeline operators have developed supplemental hazard and assessment programs known as Integrity Management Programs. Integrity Management Programs have been implemented for areas designated as “high consequence areas” in accordance with federal regulations. Specific information about an operator’s program may be found on their company website, or by contacting them directly. State and federally regulated pipeline operators maintain Damage Prevention Programs. The purpose of these programs is to prevent damage to pipelines and facilities from excavation activities.



How would you know where a pipeline is?

Pipeline markers are important for the safety of the general public and provide emergency responders with critical information. Most pipelines are underground, where they are more protected from the elements and minimize interference with surface uses. Even so, pipeline rights-of-way are identified by pipeline markers along pipeline routes that identify the approximate—NOT EXACT—location of the pipeline. Every pipeline marker contains information identifying the company that operates the pipeline, the product transported, and a phone number that should be called in the event of an emergency. Markers do not indicate pipeline burial depth, which will vary. Markers are typically seen where a pipeline intersects a public road, highway, waterway or railway. For any person

to willfully deface, damage, remove, or destroy any pipeline marker is a federal crime. Local distribution pipelines are not typically identified with pipeline markers. A call to 811 will help identify the location of these pipelines.

Pipeline Marker — This marker is the most commonly seen. It contains operator information, type of product, and an emergency contact number.

Aerial Marker — These skyward facing markers are used by patrol planes that monitor pipeline ROW.

Casing Vent Marker — This marker indicates that a pipeline (protected by a steel outer casing) passes beneath a nearby roadway, rail line or other crossing. Sometimes overflow of product may be seen.



How would you recognize a pipeline leak?

Although pipeline leaks are rare, knowing how to recognize and respond to a possible leak is a key component in pipeline safety. Trust your senses. You may recognize a pipeline leak by:

- **Sight:** Liquid pools, discolored or abnormally dry soil/vegetation, continuous bubbling in wet or flooded areas, an oily sheen on water surfaces, and vaporous fogs or blowing dirt around a pipeline area can all be indicative of a pipeline leak. Dead or discolored plants in an otherwise healthy area of vegetation or frozen ground in warm weather are other possible signs.
- **Sound:** Volume can range from a quiet hissing to a loud roar depending on the size of the leak.
- **Smell:** An unusual smell, petroleum odor, or gaseous odor will sometimes accompany pipeline leaks.
 - Gas transmission/gas gathering pipelines are odorless, but may contain a hydrocarbon smell.
 - Highly Volatile Liquids (HVL's) can be odorless and colorless in their natural state and most are considered irritants to eyes and nose. Commercial odorants are added to many HVL's to assist in detection of a leak.
 - Gas distribution systems are odorized with the chemical Mercaptan or other similar chemicals.
 - Mercaptan is a harmless non-toxic chemical that is added to make it easier to detect a gas leak due to its “rotten egg” odor.
 - Landfill gas, which is becoming a popular source of natural gas, has a more pungent and unpleasant odor similar to the smell of rotting garbage.

CALL BEFORE YOU DIG. IT'S THE LAW!

State and federally regulated pipeline companies maintain Damage Prevention Programs. The purpose of this program is to prevent damage to our pipelines and facilities from excavation activities, such as digging, trenching, blasting, boring, tunneling, backfilling, or by any other digging activity.

Because even relatively minor excavation activities like landscaping or fencing can cause damage to a pipeline, its protective casing and/or buried utility lines, always contact your state One-Call Center before engaging in any excavation, construction, farming or digging. Most states require 2 working days notice to the One-Call Center, (excluding weekends & holidays) to allow the utility operators to mark their pipelines and utilities at your proposed digging site. In fact, most serious damage done to pipelines is done when a third party inadvertently excavates, blasts or drills within a pipeline right-of-way. By contacting the One-Call Center first, this type of damage can be prevented. Sometimes pipeline companies will require a representative present to monitor the safe excavation.

One easy **FREE** phone call to 811 starts the process to get your underground pipelines and utility lines marked. When you call 811 from anywhere in the country, your call will be routed to your state One-Call Center. Once your underground lines have been marked for your project, you will know the approximate location of your pipelines and utility lines, and can dig safely. More information regarding 811 can be found at www.call811.com.



American Public Works Association (APWA) Uniform Color Code			
	WHITE - Proposed Excavation		ORANGE - Communication, Alarm or Signal Lines, Cables or Conduit
	PINK - Temporary Survey Markings		BLUE - Potable Water
	RED - Electric Power Lines, Cables, Conduit and Lighting Cable		PURPLE - Reclaimed Water, Irrigation and Slurry Lines
	YELLOW - Gas, Oil, Steam, Petroleum or Gaseous Materials		GREEN - Sewers and Drain Lines

*The Uniform Color Code above has been gathered using the most up to date information available and provided for informational purposes only. Please visit <http://www.apwa.net/> for changes to the information provided.



PIPELINE PURPOSE AND RELIABILITY

Pipelines are the safest and most efficient means of transporting natural gas and petroleum products, according to National Transportation Safety Board statistics. These pipelines transport the natural gas, which provides about 24 percent of all the energy used in the United States, and over 700 million gallons of petroleum products per day.

In the United States alone, there are over 200,000 miles of petroleum pipelines and 300,000 miles of natural gas transmission pipelines in use every day. Transmission pipelines are typically larger than gathering and distribution lines. They transport energy products across the country and to storage facilities. Compressor stations and pumping stations are located along transmission and gathering pipeline routes and help push energy products through the line.

Local Distribution Companies deliver natural gas to most homes and businesses through underground main and utility service lines. These lines cover over 800,000 miles of underground pipeline in the United States.

Onshore gathering lines are pipelines that transport gas from a current production operation facility to a transmission line or main. Production operations are piping and equipment used in production and preparation for transportation or delivery of hydrocarbon gas and/or liquids.

HOW WOULD YOU KNOW WHERE A PIPELINE IS?

Most pipelines are underground, where they are more protected from the elements and minimize interference with surface uses. Even so, pipeline rights-of-way are clearly identified by pipeline markers along pipeline routes that identify the approximate—NOT EXACT—location of the pipeline. Every pipeline marker contains information identifying the company that operates the pipeline, the product transported, and a phone number that should be called in the event of an emergency. **Markers do not indicate pipeline burial depth, which will vary.** Markers are typically seen where a pipeline intersects a street, highway or railway. For any person to willfully deface, damage, remove, or destroy any pipeline marker is a federal crime.

Pipeline Marker — This marker is the most common. It contains operator information, type of product, and an emergency contact number. Size, shape and color may vary.

Aerial Marker — These skyward facing markers are used by patrol planes that monitor pipeline routes.

Casing Vent Marker — This marker indicates that a pipeline (protected by a steel outer casing) passes beneath a nearby roadway, rail line or other crossing.



RECOGNIZING A PIPELINE LEAK

- **Sight:** Liquid pools, continuous bubbling in wet or flooded areas, an oily sheen on water surfaces, and vaporous fogs or blowing dirt around a pipeline area, dead or discolored plants in an otherwise healthy area of vegetation or frozen ground in warm weather are all signs of a pipeline leak. Natural gas is colorless, but vapor and "ground frosting" may be visible at high pressures. A natural gas leak may also be indicated by dust blowing from a hole in the ground or flames if the leak is ignited.
- **Sound:** Volume can range from a quiet hissing to a loud roar depending on the size of the leak and pipeline system.
- **Smell:** An unusual smell, petroleum or gaseous odor will sometime accompany pipeline leaks. Natural Gas and Highly Volatile Liquids (HVL) are colorless, tasteless and odorless unless odorants, such as Mercaptan, is added. Most HVLs contain a slight hydro-carbon or pungent odor. Most are non-toxic; however, products such as ammonia are considered a toxic chemical and can burn the senses when it seeks out moisture (eyes, nose or lungs). If inhaled HVLs may cause dizziness or asphyxiation without warning.



Liquid on the ground



Mud or water bubbling up



Fire or explosion



Rainbow sheen on water



White vapor cloud



Dead vegetation in a green area



WHAT TO DO IN THE EVENT A LEAK WERE TO OCCUR:

- **Turn off** any equipment and eliminate any ignition sources without risking injury.
- **Leave the area** by foot immediately. Try to direct any other bystanders to leave the area. Attempt to stay upwind.
- If known, from a safe location, notify the pipeline operator immediately and call **911** or your local emergency response number. The operator will need your name, your phone number, a brief description of the incident, and the location so the proper response can be initiated.

WHAT NOT TO DO IN THE EVENT A LEAK WERE TO OCCUR:

- **Do Not** cause any open flame or other potential source of ignition such as an electrical switch, vehicle ignition, light a match, etc. Do not start motor vehicles or electrical equipment. Do not ring doorbells to notify others of the leak. Knock with your hand to avoid potential sparks from knockers.
- **Do Not** come into direct contact with any escaping liquids or gas.
- **Do Not** drive into a leak or vapor cloud while leaving the area.
- **Do Not** attempt to operate any pipeline valves yourself. You may inadvertently route more product to the leak or cause a secondary incident.
- **Do Not** attempt to extinguish a petroleum product or natural gas fire. Wait for local firemen and other professionals trained to deal with such emergencies.

HOW CAN YOU HELP?

- Become familiar with the pipelines and pipeline facilities in the area.
- Record the operator name, contact information and any pipeline information from nearby marker/facility signs and keep in a permanent location near the telephone.
- Be aware of unusual or suspicious activities or unauthorized excavations taking place within or near the pipeline right-of-way or pipeline facility; report such activities to the pipeline operator and local law enforcement.

HIGH CONSEQUENCE AREA IDENTIFICATION*

Pipeline safety regulations use the concept of "High Consequence Areas" (HCAs), to identify specific locales and areas where a release could have the most significant adverse consequences. Once identified, operators are required to devote additional focus, efforts, and analysis in HCAs to ensure the integrity of pipelines.

Releases from pipelines can adversely affect human health and safety, cause environmental degradation, and damage personal or commercial property. Consequences of inadvertent releases from pipelines can vary greatly, depending on where the release occurs, and the commodity involved in the release.

MAINTAINING SAFETY AND INTEGRITY OF PIPELINES

Pipeline companies invest significant time and capital maintaining the quality and integrity of their pipeline systems. Most active pipelines are monitored 24 hours a day via manned control centers.

Gas transmission and hazardous liquid pipeline companies have developed supplemental hazard and assessment programs known as Integrity Management Programs (IMPs). IMPs have been implemented for areas designated as "high consequence areas" (HCAs) in accordance with federal regulations. Specific information about companies' programs may be found on their company web sites or by contacting them directly.

* <https://primis.phmsa.dot.gov/comm/FactSheets/FSHCA.htm>

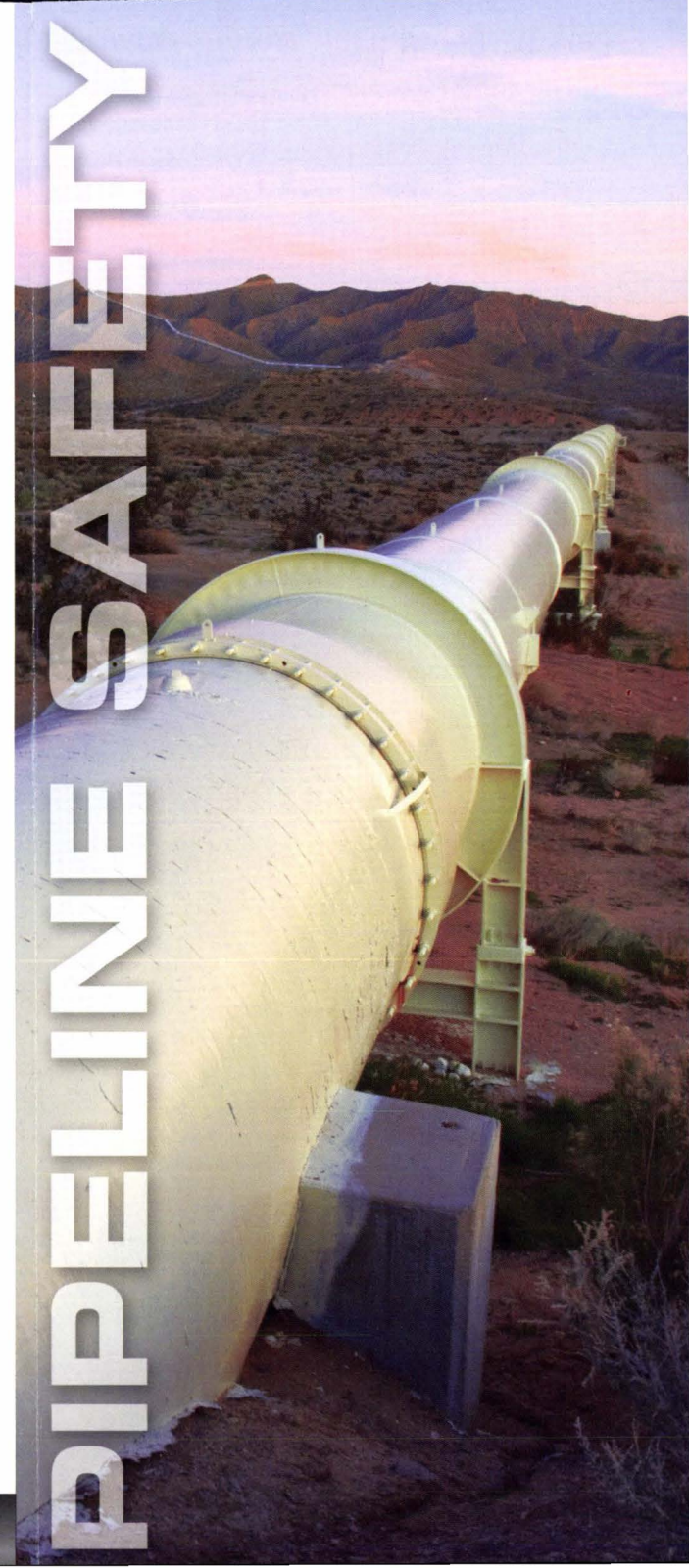
FOR MORE INFORMATION REGARDING PIPELINE SAFETY AND AN OVERVIEW OF THE PIPELINE INDUSTRY PLEASE VISIT THE FOLLOWING WEB SITES:

Pipeline Resources and Information

- 811 - www.call811.com
- Pipeline 101 - www.pipeline101.com
- Association of Oil Pipe Lines (AOPL) - www.aopl.org
- American Petroleum Institute (API) - www.api.org
- Interstate Natural Gas Association of America (INGAA) www.ingaa.org
- American Gas Association (AGA) - www.aga.org
- Common Ground Alliance (CGA) www.commongroundalliance.com
- Infrastructure Protection – NIPC - www.infragard.net
- Paradigm Liaison Services, LLC - www.pdigm.com/liaison.html
- FOR MORE INFORMATION ON THE NASFM PIPELINE EMERGENCIES PROGRAM www.pipelineemergencies.com

Government/Regulatory Agencies

- Association of Public-Safety Communications Officials International (APCO) - www.apcointl.org/
- Pipeline Hazardous Materials Safety Administration (PHMSA) phmsa.dot.gov
- Department of Transportation (DOT) - www.dot.gov
- National Transportation and Safety Board (NTSB) - www.nts.gov
- Federal Energy Regulatory Commission (FERC) - www.ferc.gov
- Federal Energy Regulatory Commission (FERC - Oil Pipelines) www.ferc.gov/industries/oil.asp
- Federal Emergency Management Agency - www.fema.gov
- Government Emergency Telecommunications <http://www.dhs.gov/government-emergency-telecommunications-service-gets>
- Occupational Safety & Health Administration (OSHA) www.osha.gov
- National Fire Protection Association (NFPA) - www.nfpa.org
- National Emergency Number Association <http://www.nena.org/?page=PipelineEmergStnd>
- National Pipeline Mapping System (NPMS) www.npms.phmsa.dot.gov
- National Response Center - www.nrc.uscg.mil or 800-424-8802
- FOR EMERGENCY RESPONSE INFORMATION, REFER TO DOT GUIDEBOOK. FOR COPIES: (202) 366-4900 <http://www.phmsa.dot.gov/hazmat/library/erg>



Your feedback is important!

Please complete the short survey below based on the information in the enclosed brochure. Your response will allow us to measure the overall understanding of pipeline safety in America, and assist in the continuous improvement of our communications. Thank you for your help.



1. Within the past four years, do you recall receiving information from a pipeline company?

☐ Yes

☐ No
2. Which of the following is the safest way for transporting oil or natural gas? (check one)

☐ Tanker Truck

☐ Rail Car

☐ Pipeline

☐ Barge
3. How would you know if there is a pipeline near you? (check all that apply)

☐ Pipeline Marker/Sign

☐ Received Mailing

☐ Line Runs Through Property

☐ Other:
4. Are you aware of the National Pipeline Mapping System (NPMS)?

☐ Yes

☐ No
- 4a. Have you accessed the NPMS website?

☐ Yes

☐ No
- 4b. If not, why?
5. Do you know how to recognize a pipeline right-of-way?

☐ Yes

☐ No
6. If you were planning on digging, which of the following actions would you be likely to take? (check all that apply)

☐ Nothing

☐ Call the Gopher State One Call/811

☐ Call Pipeline Company

☐ Don't Know
7. Are you aware of the prevention measures pipeline companies take to maintain safe operations?

☐ Yes

☐ No
8. What would you likely do if you saw suspicious or construction related activity on or near a pipeline right-of-way? (check all that apply)

☐ Call 911

☐ Call Pipeline Company

☐ Call the Gopher State One Call/811

☐ Nothing
9. Do you know how to recognize a pipeline leak?

☐ Yes

☐ No
10. What would you do in the event of a pipeline emergency? (check all that apply)

☐ Call 911

☐ Call Pipeline Company

☐ Flee the Area

☐ Nothing



Brainerd City Hall
Current City Manager
Or Patrick Wussow
501 Laurel St
Brainerd MN 56401-3595

YUGZ-608M

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