

CITY COUNCIL AGENDA

Brainerd, Minnesota

May 7, 2018

7:30 P.M.

Brainerd City Hall

Council Chambers

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

2. **Roll Call**

___ G. Johnson ___ S. Hilgart ___ J. Lambert ___ K. Stunek

___ K. Bevans ___ D. Badeaux ___ 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 April 16, 2018

Documents:

20180416_CC draft.pdf

B. **Approval Of Licenses**

1. Contractor Licenses - 1 - New; 2 - Renewals

Documents:

2018-05-07 License RPT.pdf

C. **Department Activity Reports**

1. Fire Chief
2. Parks Director

Documents:

Fire Chief Report.pdf

Parks Director.pdf

- D. Extension Of Premises - Submitted By Brainerd American Legion #255 For An Event To Be Held On May 28, 2018 At 708 Front Street, Brainerd
- E. Letter Of Understanding Between The City Of Brainerd And Teamsters General Local Union No. 346 For Health Fund Merger To The Teamsters Joint Council 32 - Employers Health And Welfare Fund - Approval Of

Documents:

Letter of Understanding between City_Teamsters for Health Fund Merger.pdf

- F. Minnesota Lawful Gambling Premises Permit Application - Adopt Resolution To Allow Lawful Gambling By Baxter Snowmobile Club At The Last Turn Saloon, 214 S 8th St., Brainerd
- G. Resolution Identifying "Slum And Blight" Conditions

Documents:

Res Slum and Blight.pdf

- H. Temporary On-Sale Liquor License Application - Submitted By The Crossing Arts Alliance, 711 Laurel Street For An Event To Be Held June 5, 2018
- I. Minnesota Lawful Gambling Premises Permit Application - Adopt Resolution To Allow Lawful Gambling By The Baxter Snowmobile Club At The Last Turn Saloon, 214 S 8th St., Brainerd

6. Presentations

- A. Brainerd Community Action
Ms. Holly Holm
- B. Walkable Bikeable City Committee

Documents:

Walkable Bikeable Presentation.pdf

7. Council Committee Reports

- A. Personnel And Finance Committee

Documents:

20180507_PF.pdf

1. Approval Of Bills
2. Amanda Masurka Appeal

Documents:

Amanda Musurka Appeal.pdf

3. Police Officer Conditional Job Offer

Documents:

Request to Hire Police Officer.pdf

4. Resolution For Police NJPA Innovation Grant Application

Documents:

2018-05AgndRQ4NJPAgrant.pdf

5. One-Time Exception For Use Of State Funded Minnesota Investment Funds (MIF) Dollars

Documents:

State MIF Funds.pdf

6. Resolution For Dedication Of Funds For Bonding Bill And/Or Other State Funding

Documents:

RES - Dedication of Funds.pdf

7. Close~Converse Contract Extension

Documents:

Close Converse Extension.pdf

B. Safety And Public Works Committee

Documents:

20180507_SPW.pdf

1. Bridge Inspection Services Proposals

Documents:

Bridge Inspection Services Proposals.pdf

2. Contract Towing Bids

Documents:

Contract Towing Bids.pdf

3. Emergency Culvert Replacement Project - Pine Street And Walnut Street

Documents:

Emergency Culvert Replacement Pine and Walnut.pdf

4. Event/Street Closure Application - Garfield Walk-A-Thon

Documents:

Event and Street Closure Application - Garfield Walk-a-Thon.pdf

5. Resolution - Accepting Improvement 17-13 Bids

Documents:

Res - Improvement 17-13 Accepting Bid.pdf

6. Resolution - Accepting Improvement 18-01 Bid

Documents:

Res - Improvement 18-01 Accepting Bid.pdf

7. Improvement 18-02 Chip Seal Bids

Documents:

Imp 18-02 Bids.pdf

8. Improvement 18-03 Crack Sealing Bids

Documents:

Imp 18-03 Bids.pdf

9. Request For Proposals For Operating Services

Documents:

Transit RFP.pdf

10. Rotary Riverside Park Addition

Documents:

Rotary Park agenda item.pdf

8. Unfinished Business

- A. **Call For Applicants - Informational**
(Application Information at the City's Website
<http://www.ci.brainerd.mn.us>)

Mayor Recommended: (all terms expire on 12/31 of said year)
Charter Commission - 1 term (Expire 2020) - 1 term (Expire 2021)

- B. **Final Reading - Proposed Ordinance No. 1480 - An Ordinance Amending Sections 1200.03 And 1010.01 Of The Brainerd City Code To Permit Issuance Of Licenses And Fees For Microdistilleries And Cocktail Rooms**
- a. Hold Public Hearing
 - b. Consider Testimony and Alternatives
 - c. Hold Final Reading of Ordinance (Voice Vote)
 - d. Adopt Ordinance (Roll Call)

Documents:

Ord 1480 - Microdistilleries and Cocktail Rooms.pdf

9. New Business

- A. **Discussion Of Date For Council Retreat**

Documents:

Council Retreat Dates.pdf

- B. **Discussion Of Fair Housing Standards**

Documents:

Housing Standards .pdf

- C. **Discussion Of Liquor Zones And Licenses**

Documents:

Liquor Licenses.pdf

- D. **Public Hearing - Request To Vacate A Portion Of Vine Street West Of South 4th Street (Willow Street Extension)**

Documents:

PH - Request to Vacate a Portion of Vine Street.pdf

1. Letter From MN DNR Regarding Proposed Vacation

Documents:

DNR Letter.pdf

10. **Planning Commission**

- A. **Conditional Use Permit - Parking Lot In A B-1 District For A Use Permitted In A B-6 District Located Across An Alley - Thrifty White**

Documents:

Conditional Use Permit (CUP) Thrifty White Parking Lot.pdf

- B. **First Reading - Proposed Ordinance No. 1481 - Amending Zoning Ordinance Sections 515-02, 515-17, 515-52,53,54,55,56,57,58, 515-60 And 515-61 To Add Noncommercial Greenhouses As An Accessory Use**

Documents:

Zoning Ordinance Amend Greenhouses.pdf

11. **Public Forum**

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

12. **Staff Reports**

(Verbal: Any Updates since Packet)

13. **Council Member Reports**

14. **Adjourn**

NOTE: Safety and Public Works Committee will meet at 6:45 P.M.
Personnel and Finance Committee will meet at 6:30 P.M.

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

MISSION

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

**Brainerd, MN
April 16, 2018**

Council met for a joint closed session, pursuant to MN Statutes, 13D.05, Subd. 3(b) with BPU Commissioners under the Attorney-Client Privilege to discuss the lawsuit by the City of Baxter regarding franchise fees.

Adjourn at 7:30 p.m. to regular meeting

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

Upon roll call, the following members were noted as present: Badeaux, Johnson, Hilgart, Lambert, Stunek, Bevans 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 AMEND THE AGENDA BY ADDING ITEM 7 TO SAFETY AND PUBLIC WORKS COMMITTEE; IMPROVEMENT 14-15 – BRAINERD AIRPORT UTILITY EXTENSION FINAL PAYMENT.

MOVED AND SECONDED BY ALDERMEN BEVANS AND JOHNSON, DULY CARRIED, TO ADOPT THE AGENDA AS AMENDED.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO AMEND THE CONSENT CALENDAR BY ADDING A TEMPORARY ON-SALE LIQUOR LICENSE SUBMITTED BY THE CROSSING ARTS ALLIANCE, 711 LAUREL STREET FOR AN EVENT TO BE HELD MAY 15, 2018 AND A MINNESOTA LAWFUL GAMBLING APPLICATION SUBMITTED BY THE BRAINERD ELKS LODGE #615 TO CONDUCT OFF-SITE GAMBLING ON MAY 9, 2018 AT THE NATIONAL GUARD ARMORY, 1115 WRIGHT STREET.

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

A. Approval of the Minutes of the Regular Meeting held on April 2, 2018 - Approved

B. Approval of Licenses - Approved

Contractor Licenses – 1 – New; 4 - Renewals

C. Department Activity Reports - Approved

1. Police Chief
2. Finance Director

D. Temporary On-Sale Liquor License Application – Submitted by the Brainerd Jaycees for an Event to be Held May 5th, 2018 at the Essentia Health Sports Center, 502 Jackson St., Brainerd - Approved

- E. (Added Item) Temporary On-Sale Liquor License Application – Submitted by the Crossing Arts Alliance, 711 Laurel St., Brainerd for an Event to be Held May 15th, 2018 - Approved**
- F. (Added Item) Minnesota Lawful Gambling – Adopt Resolution Authorizing the Brainerd Elks Lodge #615 to Conduct Off-Site Gambling on May 9th, 2018 at the Brainerd National Guard Armory, 1115 Wright St., Brainerd – Adopted by Resolution No. 23:18**

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

Presentations

Facility Study Update

The Chair welcomed Mr. Mike Angland, architect for Widseth Smith Nolting who gave a brief update regarding the progress of the Facility Study. Due to weather, he has been unable to complete the inspections of the roofs. Mr. Angland stated the walk throughs are near completion with the Parks Department upcoming shortly. Mr. Angland will be meeting with the City Administrator the week of May 7th to review the content of the buildings with preliminary cost estimates. A second meeting is scheduled for the week of May 21st to view progress at that time with the goal of being at 90% complete by June 4th and 100% complete by June 18th. Along with the study is a department analysis to incorporate layouts of space versus anticipated growth in each department and daily functions relative to the locations of the departments operationally. The Chair thanked him for the update.

Council Committee Reports

Safety and Public Works Committee Report

Downtown Landscaping and Maintenance Quote Approval - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO ACCEPT THE QUOTE FROM NORTHWOODS LANDSCAPING IN THE AMOUNT OF \$12,175 FOR DOWNTOWN STREETSCAPE AND MAINTENANCE FOR 2018.

Event/Street Closure Application – Lowell School Walk-A-Thon - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO APPROVE THE EVENT APPLICATION WITH THE CONDITION THE APPLICANT WORK WITH THE ENGINEERING/STREET DEPARTMENT STAFF ON TRAFFIC CONTROL FOR THE STREET CLOSURE.

Event/Street Closure Application – Brainerd High School Triathlon - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO APPROVE THE EVENT APPLICATION WITH THE CONDITION THE APPLICANT CONTINUES THE COORDINATION OF THE EVENT THROUGH OFFICER SCHREIFELS AND THE APPLICANT COORDINATE THE NEED FOR TRAFFIC CONTROL DEVICES WITH THE ENGINEERING/STREET DEPARTMENT STAFF IF NECESSARY.

Laurel Street Historic Bridge Railing Placement - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT STAFF RECOMMENDATION APPROVING THE INSTALLATION OF THE HISTORIC MONUMENT ON THE FIRE DEPARTMENT PROPERTY CONSISTING OF THE HISTORIC BRIDGE RAILINGS AND PLAQUE BY THE CROW WING COUNTY HISTORICAL SOCIETY WITH CITY STAFF ASSISTANCE IN THE INSTALLATION AND WITH APPROVAL BY THE FIRE DEPARTMENT.

Request for Consideration – Beaver Dam Road Assessment - Denied

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO DENY THE REQUEST FOR RELIEF ON THE ASSESSMENTS FROM THE PROPERTY OWNER.

Committee Chair Bevans indicated there were many assessments on Beaver Dam Road and the Riverside Drive project. The property owner purchased the property for potential development knowing the assessments and interest costs. Committee Chair Bevans stated the property owner's plans for developing the property are unknown at this time.

College Drive Pavement Discussion - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO ACCEPT THE CITY ENGINEERS' RECOMMENDATION AND MOVE FORWARD ON THE COLLEGE DRIVE MILL AND OVERLAY PROJECT USING A 1 – 1 ¼" OVERLAY IN THE 2019 PROJECT YEAR FOR THE APPROXIMATE COST OF \$256,740 TO BE ADVANCED FROM STATE AID FUNDS.

Committee Chair Bevans stated the original construction of College Drive in 2012 used materials that were implemented extensively in 2012 throughout the state. They are proving to be wearing very poorly and getting worse each year, however, the project itself was a success with the amount of traffic it handles. The City wants to take care of the issues as quickly and effectively as possible as the problems will escalate as time goes on.

City Engineer Sandy indicated this is the best solution, as the chip seal option would need to be redone every few years. The option of microsurfacing is a fairly new procedure the City has not yet put into practice on any pavements in Brainerd. City Engineer Sandy stated this may be tried on a smaller section first to monitor the long-term effects before using it on a high-volume street such as College Drive.

(Added Item) Improvement 14-15 – Brainerd Utility Extension Final Payment – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO APPROVE STAFF RECOMMENDATION OF THE FINAL PAY ESTIMATE FOR IMPROVEMENT 14-15 IN THE AMOUNT OF \$125,083.41 CONTINGENT UPON THE CONTRACTOR SUBMITTING ALL OF THE FINAL DOCUMENTATION INCLUDING THE CONSENT TO FINAL PAYMENT, RELEASE OF LIENS AND IC-134 FORMS FOR THE PROJECT.

City Attorney Langel indicated there is litigation pending on the project. The City is trying to close out the project while at the same time dealing with disputed amounts concerning the project. The parties have agreed that this final amount to close out the project will be subject to an agreement between the parties that there are dispute amounts remaining as follows: 1) The amount that Tom's Backhoe claims that is owed on the project 2) The \$126,000 in liquidated damage that the City claims that Tom's Backhoe owes 3) The MPCA penalty that was referenced during the committee meeting as part of this agreement, Tom's is agreeing to pay the penalty. The final payment can be processed subject to the above agreement.

Personnel and Finance Committee Report

Approval of Bills & Payment to Contractor - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK TO APPROVE THE PAYMENT OF BILLS AS RECOMMENDED BY PERSONNEL AND FINANCE COMMITTEE AND THE FINAL PAYMENT TO CONTRACTOR TOM'S BACKHOE CONTINGENT UPON THE APPROVAL OF THE SAFETY AND PUBLIC WORKS COMMITTEE.

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

Administration and Use of Small Cities Revolving Loan Funds - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPROVE THE CITY OF BRAINERD REVOLVING LOAN PROGRAM, APPROVE AND AUTHORIZE SIGNATURES ON THE MEMORANDUM OF AGREEMENT (MOA) SUBJECT TO CITY ATTORNEY REVIEW AND AUTHORIZE STAFF TO TRANSFER APPLICABLE FUNDS TO THE HOUSING AND REDEVELOPMENT AUTHORITY (HRA).

Council Member Bevans inquired on the status of the demolition of the downtown hotel building. City Attorney Langel indicated the attorney for the property owner has removed himself from the case and it was requested of the court to put the case back on the calendar.

League of MN Cities Insurance Trust Liability Coverage Waiver Form - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE AND SUBMIT THE LIABILITY COVERAGE WAIVER FORM WITH THE OPTION "DOES NOT WAIVE" THE MONETARY LIMITS ON MUNICIPAL TORT LIABILITY ESTABLISHED BY MINNESOTA STATUTES, SECTION 466.04.

Resolution Establishing Polling Locations for Primary and General Elections – Adopted by Resolution No. 24:18

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART TO ADOPT RESOLUTION NO. 24:18 ESTABLISHING POLLING LOCATIONS FOR THE PRIMARY AND GENERAL ELECTIONS.

RESOLUTION NO. 24:18

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

Resolution Setting Pay For Election Judges – Adopted by Resolution 25:18

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK TO ADOPT RESOLUTION NO. 25:18 SETTING THE WAGE FOR PRECINCT HEAD AND ASSISTANT HEAD ELECTION JUDGES AT \$12.00 PER HOUR AND ELECTION AND TRAINEE ELECTION JUDGES AT \$10.00 PER HOUR.

RESOLUTION NO. 25:18

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

Unfinished Business

Committee Recommendations – Recommended by Mayor Menk

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPOINT MS. REBEKAH KENT TO THE HOUSING AND REDEVELOPMENT AUTHORITY (HRA) FOR A TERM TO EXPIRE 12/31/18.

Call for Applicants – Informational: **(Application Information at www.ci.brainerd.mn.us/boards/)**

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

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

Housing & Redevelopment Authority – 1 term (Expire 2018) – *filled by the applicant above*

New Business

Legislative Items - Approved

City Engineer Sandy explained there are some bills being discussed at the legislature that were not included on our legislative agenda. The first is a bill relating to the release of retainage to contractors. City Engineer Sandy recommends the City oppose legislation, specifically SF2783/HF2912 in which would reduce the timeframe in which cities would need to pay retainage, therefore putting undue burden upon cities for completing work not completed by contractors, if the need to have contractors return to finish work.

City Engineer Sandy explained the second bill would increase the competitive threshold from \$100,000 to \$175,000 and recommends the City support legislation bill HF3841/SF3399.

City Engineer Sandy indicated that Senator Ruud had presented to the council information regarding the constitutional dedication of auto parts to the transportation bill. Currently, the wording is such that this new money would go into our State Aid account for use on 20% of our street system designated as State Aid. There is no suggested motion, as we are concerned it would affect the LGA.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS, DULY CARRIED, TO APPROVE THE RECOMMENDATIONS OF CITY ENGINEER SANDY TO

OPPOSE LEGISLATIVE BILL SF2783/HF2912; RELEASE OF RETAINAGE TO CONTRACTORS AND SUPPORT LEGISLATIVE BILL HF3841/SF3399; INCREASING THE COMPETITIVE BID THRESHOLD FROM \$100,000 TO \$175,000.

**Comprehensive Plan Steering Committee Appointment – Ms. Hara Charlier,
Central Lakes College President - Approved**

MOVED AND SECONDED BY ALDERMEN HILGART AND JOHNSON, DULY CARRIED, TO APPROVE THE APPOINTMENT OF MS. HARA CHARLIER TO THE COMPREHENSIVE PLAN STEERING COMMITTEE.

Public Forum

The Chair opened the Public Forum at 8:10 p.m.

No one came forward.

The Chair closed the Public Forum at 8:10 p.m.

Staff Reports

City Planner Ostgarden announced the next Comprehensive Plan Steering Committee meeting is taking place on Thursday, April 19th at 4:00 p.m. at the Brainerd Industrial Center. Mr. Mike Higgins agreed to allow a tour of the facility at 3:00 p.m. if anyone is interested in attending. City Planner Ostgarden indicated the four neighborhood ward meetings are complete and many great ideas and comments will be shared with the steering committee.

City Planner Ostgarden explained the Planning Department evaluated the goals and strategies of the 2004 Comprehensive Plan to rate how well the plan was followed. Many areas of the plan did not rate very high due to lack of follow through or education about the plan.

Finance Director Hillman shared on behalf of City Administrator Torstenson that an email was sent to the legislators opposing House File 3830, which is legislation to reduce the amount of LGA if a city receives local option sales tax. The local option sales tax can only be used for a specific purpose as stated in the legislation when it was passed. An update was received after the hearing took place last week that the bill did not pass, but we will monitor. An email was also sent regarding Senate File 3082 encouraging the Senate to discuss LGA, as the Senate was not informed about LGA discussed yet in this session.

Council Member Reports

Council Member Johnson announced the River to Rail Steering Committee met last week. They divided into subcommittees and are working on advertising with plans for possible developments in the district.

Council Member Hilgart indicated it is National Volunteer Appreciation week and thanked the people that serve on the various committees and commissions as a volunteer. She also stated that she attended the Comprehensive Plan Neighborhood meeting and expressed what an enjoyable experience it was. She recently dined at the new Mexican restaurant downtown and encouraged people to visit the downtown area.

Council Member Badeaux announced he will be presenting at the Kitchigami Library on Tuesday, April 17th to talk about the life of the Historic Water Tower. He invited everyone to attend the Library Open House at 4:30 p.m. to see the painting competition and at 6:00 p.m. for the presentation.

Mayor Menk reported the Easter Egg Hunt that took place last weekend was a success and thanked the Parks Department and Rotary Members. Mayor Menk announced he will be presenting awards to 4th graders this week that were nominated by their teachers for working hard to bring up their grades in school. This event was started by Mayor Wallin through the Kiwanis Club, and is referred to as the B.U.G. (Bringing Up Grades) Program.

Adjourn

The Chair adjourned the meeting at 8:26 p.m.

Cassandra Torstenson
City Administrator

CITY OF BRAINERD
 LICENSED CONTRACTORS
CITY COUNCIL MEETING
May 7, 2018
 (1 New, 2 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
WILLIAMS, MIKE DBA: ASPEN SIGNS 22163 COUNTY ROAD 3 PO BOX 372 MERRIFIELD, MN 56465 18-0160	(218) 765-3454	SIGN	9/3/2018	12/31/2018	
CULLIGAN SOFT WATER SERVICE COMPANY 8240 INDUSTRIAL PARK ROAD BAXTER, MN 56425 18-0161 (new)	(219) 829-5137	WATC	1/1/2019	12/31/2019	WC644193
MURRAY HEBERT'S HEATING & COOLING 6259 CLEARWATER ROAD BAXTER, MN 56425 18-0162	(218) 825-7328	MECH	3/14/2019	9/5/2018	MB003836

Brainerd Fire Department

To: Mayor and City Council
From: Tim Holmes, Brainerd Fire Chief
Date: May 1, 2018
Re: April 2018 Activity Report

April was a great example of the cooperation between our fire department and the Brainerd Lakes Regional Airport in continuing to keep the community and travelers safe in our area. Nineteen BFD firefighters earned their Airport Rescue Fire Fighter (ARFF) certification. The instructor was extremely impressed by the members of the department and their commitment to furthering their education and skills on a very specialist type of fire and rescue. He also said it was rare and applauding that a department would get this training to support their regional airport.



Along with the ARFF training and certification testing, we had several other trainings in April including; SkyWarn, Active Shooter Tactical EMS Planning/Concept of Operations, and our Officer Development Series. FM/DC Cox attended the annual State Fire Marshal conference in Minneapolis. Our department totaled nearly 1,000 hours of training in April. This is a huge commitment by our firefighters to the department and the community.

We participated in several community events including The Day of the Young Child at ECCE, YMCA Healthy Kids Day, and the 4th Annual Bridges of Hope Tea Party Fundraiser. We provided fire extinguisher training for 50 employees at MnDOT. We were also awarded a Community Grant award of \$1,000 from Walmart to further our public education needs.

Firefighters were again asked to help with the Bridges of Hope event and their presence was a big hit. Chief Holmes attended the Business after Hours at Thelen Heating and Roofing. It was a great night highlighting a business that has been in Brainerd for 60 years.



We continue with our inspection programs and are presently focusing on area restaurants.

We had a great turn out for our Paid on-Call hiring informational meeting on April 17 and the written and physical agility testing on April 28. We will be establishing a hiring list from this process.



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

Cooking Fire	1
Vehicle Fire	1
Grass Fire	5
Medical Assist	1
Rescue, Extrication	3
Hazardous Call	2
Mutual Aid	2
Assist Police/Other Governmental Agency	1
Unauthorized Burning	4
Good Intent Call	3
Canceled Enroute	9
Smoke Scare	2
Sprinkler System Activation	1
Alarm System Activation	5
Carbon Monoxide Detector Activation	1
Total	41

City of Brainerd Incident Report

Vehicle Fire	1
Medical Assist	1
Rescue, Extrication	3
Hazardous Call	1
Assist Police/Other Governmental Agency	1
Unauthorized Burning	4
Good Intent Call	2
Canceled Enroute	5
Alarm System Activation	4
Carbon Monoxide Detector Activation	1
Total	23

Parks and Recreation Report

May 2018

Submitted by Tony Sailer, Director

- The late spring forced staff to delay the start of the MS1 and MS2 adult softball leagues by three weeks. This resulted in each team not playing six games. The team fee for each league is determined prior to registration which opens January 2 of each year. For MS1 and MS2 the registration fee is based on 24 league games and a two-game playoff guarantee. The Park Board approved refunding these teams \$200 each, based on a percentage of games which will not be rescheduled.

The policy approved by the Park Board provides for a refund based on a percentage of the fee paid for games cancelled due to a late winter. Once the season is underway staff will make every effort to rescheduled rained-out games. However, if these games cannot be rescheduled due to season-length restraints, there will be no refund.

- Throughout the year individuals and groups check out keys when reserving or using a park facility. This may include youth baseball and softball coaches needing access to pitching machines, contractors, or groups requesting use of the outside electrical panel at Gregory Park, restrooms, etc. At times keys are not returned, despite numerous phone calls, or padlocks are not locked after the event and are stolen. To help cover the cost of replacing keys and/or padlocks, the Park Board approved a \$25 refundable deposit for keys loaned out. The deposit will be refunded if keys are returned in a reasonable amount of time – preferably within a week of an event.
- The Park Board approved the use of Kiwanis Park as a rest stop for the Habitat for Humanity bicycle ride fundraiser on July 20. Now in its 26th year, this year's Habitat 500 will take place July 15-21, starts and ends in Becker, and loops through lake country. Volunteers will bring food and water for the riders and set up a couple of tables and a shade tent. Approximately 100 riders will use the rest stop at staggered intervals.
- The Minnesota Department of Agriculture's request to conduct a forest pest survey was approved. The MDA will place 4-6 traps at Lum, Buffalo Hills-Lions and Trailside parks. The MDA conducted a forest pest survey in the same parks last year.
- The Parks department will participate in a program offered by Buffalo Wild Wings this summer for teams participating in tournaments, and adult and youth league participants. Buffalo Wild Wings has set up a program in which the Parks and Recreation Department will receive 10 percent of sales for groups or individuals stating they are part of Team C. This offer will run from mid-April through late August.

With the late spring the maintenance staff was able to work on many inside projects since little could be done outside until the thaw.

➔ Staff constructed an elevated goal platform for the Lum Park disc golf course. Materials were purchased with donated funds from the Fly-By Disc Golf League, which requested the elevated platform. The elevated basket will be on hole No. 8. Two baskets were replaced as well. After two years of being idle due to construction the course has re-opened.



- The Memorial Park softball fields are each named after an individual. These signs have weathered badly over the years and staff is in the process of having new ones made.
- Tournament bracket boards were made for Bane and Jaycees parks. Buffalo Hills-Lions and Memorial parks already had bracket boards installed the past couple of years.
- The Bane Park gate was taken down, brushed of its dull brown paint, repainted with yellow safety paint and re-installed.
- A flag pole for Bane Park has been ordered. The two current flag poles are close to rusting through. The new flag pole will be installed between the two fields. Funds for the new pole were donated by the Brainerd Eagles Club and Brainerd VFW Post 1647.

Around the parks

➔ The annual Easter Egg Hunt was delayed a week because of a blizzard and took place April 7. Despite temperatures in the teens and a snow-covered park, about 250 youths participated. Extra candy bags were taken to Woodland Good Samaritan and PORT by the Easter Bunny.

- The Early Bird adult softball tournament scheduled April 21 was cancelled due to snow covered fields and teams refunded.



- Last year the Daughters of the American Revolution donated funds to refurbish two plaques at Gregory Park, and staff had two other plaques refurbished. The Brainerd History Week Committee said it will have a Gregory Park marker re-dedication at 1 p.m. on Friday, Aug. 10. This will include a presentation by local historian Carl Faust who will provide a recap of the history of the park.
- Staff participated in Arbor Day on April 27 in coordination with the staff at Garfield Elementary School.
- The annual bicycle clinic will take place at the Brainerd High School lower parking lot from 10 a.m. to noon on May 19. In case of inclement weather, the free clinic will be held in the high school gymnasium. The event is a coordinated effort with Essentia Health, Brainerd and Baxter police departments, and Brainerd Parks and Recreation.
- The state VFW baseball tournament will take place Aug. 9-12 at Mills Field and BHS. The tournament will return to Brainerd in 2019.



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Letter of Understanding Between City/Teamsters for Health Fund Merger

☐ INFORMATION ONLY ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Kris Schubert	Department: Administration
Presenter (Name & Title): HR Coordinator Kris Schubert	Estimated Time Needed: N/A
Summary of Issue: Teamsters General Local Union No. 346 notified the City that a merger occurred in January 2018 between the Union's Health Fund with another Teamsters group to form the Teamsters Joint Council 32 - Employers Health and Welfare Fund. Teamsters No. 346 represents our Police Sergeants and their Collective Bargaining Agreement (CBA)/Union Contract with the City requires contributions to their health fund as those employees utilize the Teamsters Insurance Plan. Teamsters requests that the Council approve a Letter of Understanding (LOU) acknowledging the merger and to make the necessary modifications in the CBA.	
Alternatives, Options, Effects on Others/Comments: Employment Law Attorney Christian Shafer from our City Attorney's firm reviewed the LOU and felt it was acceptable.	
Recommended Action/Motion: Approval of the LOU is included on the 5/7/18 Consent Calendar Agenda; therefore, no additional action is needed unless the Council has questions or concerns.	
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>	



TEAMSTERS GENERAL LOCAL UNION No. 346

Affiliated with the International Brotherhood of Teamsters

2802 West First Street • Duluth, MN 55806
218/628-1034 • Fax 218/628-0246
Email: local@teamsters346.com

Mailing Address
P.O. Box 16208
Duluth, MN 55816-0208

Trustees

GARY BAUERS
DOUG DUNSMOOR
JON ELLEGARD

ZAK RADZAK
President
LES KUNDO
Vice President
JEFF OVESON
Recording Secretary
CHAD WARD
Business Agent

RODERICK ALSTEAD
Secretary - Treasurer

April 5, 2018

RECEIVED

APR 09 2018

**CITY OF BRAINERD
ADMINISTRATION**

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

RE: Merger of Teamsters Local 346 Health Fund

To Whom It May Concern:

In November, we sent you a Letter of Understanding to sign and return regarding the Health Fund merger to the Teamsters Joint Council 32 – Employers Health and Welfare Fund, which occurred in January 2018.

We have yet to receive your signed Letter of Understanding. This Letter of Understanding must be signed in order for the new Fund to keep accepting your payments for Insurance. We are enclosing a second copy if you do not have the first copy. Please sign it as soon as possible and return it to our office and we will forward it to the Fund.

Sincerely yours,

TEAMSTERS GENERAL LOCAL UNION NO. 346

Roderick Alstead
Secretary-Treasurer

RA:jl

Enclosure

Dictated but not read.

Buy American

TEAMSTERS GENERAL LOCAL UNION No. 346: "Teamsters General, the northwestern portion of the state of Wisconsin, and the Northern Minnesota Counties of Cook, Lake, St. Louis, Carlton, Koochiching, Lake of the Woods, Itasca, Beltrami, Aitkin, Pine, Chisago, Crow Wing, Cass, Wadena, Otter Tail, Becker, Hubbard, Clearwater, Roseau and Pennington. Construction only in the following: Polk, Marshall, Kittson, Clay, Red Lake, Norman and Mahanomen. Pipeline: Minnesota, Wisconsin, North Dakota, South Dakota and Iowa (excluding Scott County)."

LETTER OF UNDERSTANDING
BETWEEN
TEAMSTERS LOCAL 346
AND
CITY OF BRAINERD

WHEREAS, the parties are signatory to a Collective Bargaining Agreement (“CBA”) with a term from January 1, 2017 to December 31, 2018.

WHEREAS, the CBA requires contributions to the Teamsters Local 346 Health and Welfare Fund; and

WHEREAS, effective January 1, 2018 the Teamsters Local 346 Health and Welfare Fund will merge with the Minnesota Teamsters Health and Welfare Plan and the Beverage Drivers, Helpers and Inside Employees Union Local 792 Health and Welfare Fund to form the Teamsters Joint Council 32 – Employers Health and Welfare Fund; and

WHEREAS, the parties desire to have the employees covered by the CBA participate in the Teamsters Joint Council 32 – Employers Health and Welfare Fund.

NOW, THEREFORE, the parties agree as follows:

1. The Health and Welfare Article of the CBA shall be amended by deleting all references to the “Teamsters Local 346 Health and Welfare Fund” and replacing those references with “Teamsters Joint Council 32 – Employers Health and Welfare Fund.”

2. This Letter of Understanding does not affect the contribution requirements of the CBA. Contributions previously due to the Teamsters Local 346 Health and Welfare Fund shall be due to the Teamsters Joint Council 32 – Employers Health and Welfare Fund effective with hours worked first beginning January 1, 2018 for contributions due in February 2018.

3. This Letter of Understanding does not modify the CBA with respect to:

- a. Any formula for sharing the cost of coverage between the Employer and Employees.
- b. Separate contribution rates for medical, dental and vision coverage contributions for each separate benefit shall continue.
- c. The timing or circumstances under which contributions are due on behalf of employees.

AGREED:

TEAMSTERS LOCAL 346

By: 
Its: Secretary-Treasurer

EMPLOYER

By: _____
Its: _____



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Resolution Identifying "Slum and Blight" Conditions

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: N/A
Summary of Issue: The HRA on behalf of the City of Brainerd submitted an application to DEED in February of 2018 for a SCDP grant that would target the residential NE Brainerd area and one commercial property downtown. We did not request a new resolution identifying "slum and blight" conditions (only applicable for commercial properties) as we thought that the resolution passed in 2016 was sufficient since it covered the same area (see attached resolution 08:16). We have since been informed that we need to update the resolution and therefore present to you a new resolution for your consideration. The main difference is the proposed resolution lists the number of properties.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: The recommended action would be to adopt the proposed resolution.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

RESOLUTION NO. _____

**RESOLUTION IDENTIFYING “SLUM AND BLIGHT” CONDITIONS IN A TARGETED
AREA OF THE CITY OF BRAINERD**

WHEREAS the City of Brainerd is undertaking a program of downtown revitalization and redevelopment, and

WHEREAS the City of Brainerd has identified a specific area hereinafter referred to as the “Slum and Blight” area in which revitalization activities will occur, and

WHEREAS the Brainerd City Council has assessed the target area for purposes of the 2017 SCDP Grant application and determined that the area can be characterized as blighted by reason of “dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light, and sanitary facilities, excessive land coverage, deleterious land use, or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community” in accordance with Minnesota Statute 469.002, Subd. 11. Of the 49 parcels within the target area, 49 of them are occupied by buildings or other improvements. Of the 39 buildings in the target area, 22 of them are structurally substandard and none are dilapidated.

FUTHERMORE the Brainerd City Council has identified deteriorating conditions due to the inability of commercial structures to meet codes, and general deterioration of building exteriors in the downtown area.

NOW THEREFORE BE IT RESOLVED, by the City Council of Brainerd, Minnesota, that the area identified as the target area in the attached map is characterized by conditions meeting the definition of “Slum and Blight.”

Adopted this ____ day of ____, 2018

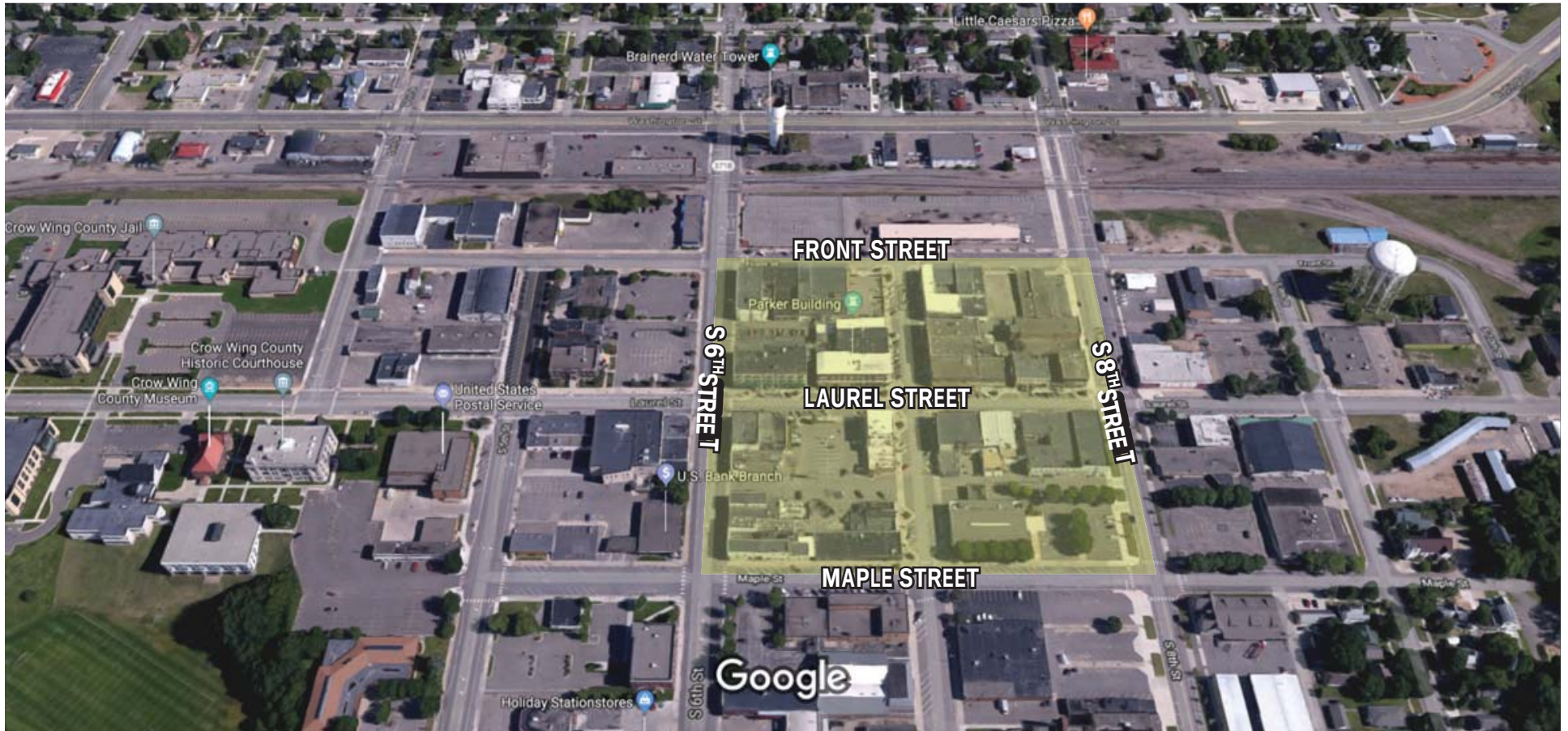
DAVID J. PRITSCHET
President of the Council

Approved this ____ day of ____, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator

4-BLOCK CORE, DOWNTOWN BRAINERD



RESOLUTION NO. 08:16

**IDENTIFYING
"SLUM AND BLIGHTING" CONDITIONS**

WHEREAS, the City of Brainerd is undertaking a program of commercial revitalization and redevelopment; and

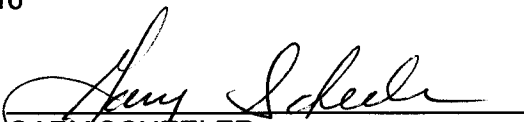
WHEREAS, the City of Brainerd has identified a specific area hereafter referred to as the "target area" in which revitalization activities will occur; and

WHEREAS, the City of Brainerd has assessed the condition of buildings and the other characteristics of the target area and has determined that the area can be characterized as blighted by reason of "dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light, and sanitary facilities, excessive land coverage, deleterious land use, or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community" in accordance with M.S. 469.002, subd. 11.

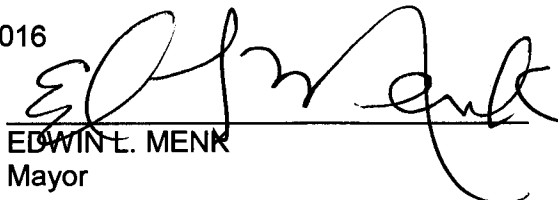
FURTHERMORE, the Brainerd City Council has identified the existence of substandard commercial buildings, inability of commercial structures to meet codes and the general condition of deteriorating storefronts on the commercial buildings as contributing to the slum and blighting conditions of the target area. The target area consists of commercial buildings in the four square block downtown area bounded by South 6th Street on the West, South 8th Street on the East, Front Street on the North and Maple Street on the South (see attached map or target are). Twenty six are substandard and are in need of rehab.

THEREFORE, BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRAINERD, THE AREA IDENTIFIED AS THE TARGET AREA (SEE ATTACHED MAP) IS CHARACTERIZED BY CONDITIONS MEETING THE DEFINITION OF "SLUM AND BLIGHT".

Adopted this 1st day of February, 2016


GARY SCHEELER
President of the Council

Approved this 2nd day of February, 2016


EDWIN L. MENK
Mayor

ATTEST:


JAMES M. THOREEN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Walkable Bikeable City Committee Presentation

☐ 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: Mark Ostgarden	Department: Planning
Presenter (Name & Title): See below	Estimated Time Needed: 15 minutes
Summary of Issue: See the attached letter from the WBCC Chair, Eleanor Burkett. Councilman David Badeaux and WBCC Chair Burkett have requested an opportunity for a presentation related to the items in the attached letter.	
Alternatives, Options, Effects on Others/Comments: N/A	
Recommended Action/Motion: None	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	

Eleanor Burkett
757 Holton Avenue, Brainerd, MN 56401 phone: (218)232-4827

Dave Bedeaux, City Councilor
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

May 1, 2018

Dear Councilor Badaux,

I am writing today to request a few minutes of time at the May 7th City of Brainerd Council meeting. I am eager to share with the city council members and Mayor Menk that the WBCC is committed to continue our support for the city's goal of a walkable and bikeable community, as an ad hoc committee, as long our usefulness continues. I would like to present these four requests for the council members to consider:

- Now that spring has arrived; sharrows be repainted on all bike lanes on the middle of the lane.
- As the council revises the 2004 Comprehensive Plan, that Transportation Goal #4 Strategies 1 - 6 (page 89) continue to be a priority,
 1. Incorporate bicycle and pedestrian infrastructure when planning changes, additions, or maintenance to roads, sidewalks, bridges, paths or other public facilities.
 2. Integrate bike safety standards into planned transportation improvements.
 3. Continue to maintain and seek ways to expand the existing network of bicycle and pedestrian trails throughout the city.
 4. Encourage sidewalks and separated pathways along all arterial and collector streets in developing residential and commercial areas through the city's subdivision regulations.
 5. Promote the connectivity of alternative transportation systems and have such transportation systems connect efficiently to community and recreational facilities.
 6. Design local streets to discourage driving at unsafe speeds and promote pedestrian and bicycle use.
- City staff utilize the Non-motorized Transportation Plan (NMTP), approved by the city council in December 2016 as an annual budget guide for maintenance and improvements.

The WBCC thinks that it is important that the culture of the city council and staff be inclusive of these strategies and to refer to and utilize the NMTP as road, trail and neighborhood maintenance and improvements discussion, opportunities and plans develop.

- To review the [Learn From 12 Communities That Are Investing in Bike Friendliness](#) document; hard copies will be distributed to council members at the May 7th meeting. The WBCC hopes that one day, with our joint efforts, Brainerd will be able to join the list of honored bicycle friendly communities of Minnesota.

We are open to further discussions with city council members and staff on how we can help make Brainerd a stellar walkable and bikeable city.

Your support for the WBCC is greatly appreciated.

On behalf of the WBCC



Eleanor Burkett
WBCC Chair

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

May 7, 2018
City Hall Conference Room
6:30 PM

1. Approval of Bills
2. Amanda Masurka Appeal
3. Police Officer Conditional Job Offer
4. Resolution for Police NJPA Innovation Grant Application
5. One-Time Exception for Use of State Funded Minnesota Investment Funds (MIF) Dollars
6. Resolution for Dedication of Funds for Bonding Bill and/or Other State Funding
7. Close~Converse Contract Extension



Brainerd City Council Agenda Request

Requested Meeting Date: May 7th, 2018

Title of Item: Amanda Masurka Appeal

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Fire Chief Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Holmes	Estimated Time Needed: 10 minutes
Summary of Issue: Present an appeal form from Amanda Masurka for a bill she received for a crash the fire department responded to November 13th, 2017. Extrication was performed.	
Alternatives, Options, Effects on Others/Comments: In March 2015, the City of Brainerd adopted a fee schedule which included a fee for auto extrication. Numerous cities across the state have similar fee schedules. We have received payment from several insurance companies for these fees.	
Recommended Action/Motion: Approve or deny request from Masurka	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



BRAINERD FIRE DEPARTMENT

BRAINERD FIRE DEPARTMENT

23 Laurel Street, Brainerd, MN 56401

APR 18 2018

Fee Appeal Form

RECEIVED

Name:	Amanda L. Masurka
Mailing Address	
Date of Incident	November 13, 2017
Location/Address of Incident	Highway 210/25; ICR 17016036

Amount Due: \$500 per City Ordinance 1452; Section 421.06, Subd. 5 and 6

Invoice 201727 was mailed on November 15, 2017 and by Certified Mail on December 20, 2017 for extrication services provided by the Brainerd Fire Department. Phone call attempts were made December 18 and 19, 2017 and January 10, 2018; phone conversations were held December 28, 2017 and March 22 and 29, 2018. The Brainerd Fire Department is authorized to charge for fire service as authorized by Minn. Stat. 366.011, 366.012 and 415.01.

Reason for Requesting Appeal:

I am a single mom of 4 children
not working currently. I have been off
work due to accident. I sustained 6
fractures due to the accident.

If the appeal is denied, the named person may correct the violation and pay the fee within ten days. If payment is not received, the City may certify the unpaid fire service charge to the County Auditor in which the recipient of the service owns real property for collection with property taxes in accordance with Minn. Stat. 366.011.

*****CITY COUNCIL ACTION*****

Appeal Granted ☐

Appeal Denied ☐

Council Meeting Date _____

Council Decision _____

 North Star
MUTUAL INSURANCE COMPANY
A Personable Company - Keeping You on Course

December 19, 2017

Amanda Masurka
[REDACTED]

BRAINERD FIRE DEPARTMENT

APR 18 2018

RECEIVED

RE: Claim #: 252223

Date of loss: November 13, 2017

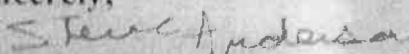
Dear Ms. Masurka:

Under the personal injury portion of your personal auto policy, you have \$20,000 in medical expense coverage. North Star has now paid \$20,000 towards your medical expenses and I am sorry to inform you that your medical expense benefits are exhausted. If you have other insurance available to you it is my suggestion that any remaining balances, and any further bills, be sent to them for processing.

For your information, \$542.50 was paid to Northern Orthopedics and \$19,457.50 was paid to Essentia Health.

Your wage loss benefits remain open.

Sincerely,


Steve Anderson, AIC
Senior Claim Representative
(507) 423-1605



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: May 7th, 2018

Title of Item: Request to Hire Police Officer

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: CHIEF MCQUISTON	Department: POLICE
Presenter (Name & Title): CHIEF MCQUISTON	Estimated Time Needed: 5 MINUTES
Summary of Issue: The #1 candidate on our current eligibility list was not able to successfully complete the pre-employment screening process. We are now requesting authorization to make a conditional job offer to then next candidate on the list; Joe Tablante. We are anticipating a projected starting date for Joe of June 4th, or as soon as possible thereafter.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Authorize making conditional job offer to Police Officer Candidate Joe Tablante, contingent on successful completion of the pre-employment screening process, with a starting date of June 4th, or shortly thereafter.	
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> This is a budgeted position within the department's current budget and pre-employment screening costs are also covered in the Police Department 2018 budget.	



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date: May 7th, 2018

Title of Item: Resolution for NJPA Innovative Funding Program Application

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: CHIEF MCQUISTON	Department: POLICE
Presenter (Name & Title): CHIEF MCQUISTON	Estimated Time Needed: 5 MINUTES
Summary of Issue: The Police Department is requesting authorization and a resolution to apply for the 2018 National Joint Powers Alliance (NJPA) Innovative Funding Program. This would be in partnership with Brainerd Lakes Towards Zero Deaths (TZD) and Central MN TZD to purchase equipment to promote traffic safety concepts.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Approve the attached Resolution authorizing the Police Department to apply for the NJPA Innovative Funding program for purchasing traffic safety equipment for Towards Zero Deaths use.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING APPLICATION FOR NATIONAL JOINT POWERS ALLIANCE
INNOVATIVE FUNDING PROGRAM IN PARTNERSHIP WITH BRAINERD LAKES TOWARDS
ZERO DEATHS AND CENTRAL MN TOWARDS ZERO DEATHS.**

WHEREAS, the City of Brainerd on behalf of its Police Department authorizes the Brainerd Police Department to apply for an Innovative Funding Grant from the National Joint Powers Alliance for 2018, in partnership with Brainerd Lakes Towards Zero Deaths and Central MN Towards Zero Deaths for the purpose of purchasing equipment to be used regionally to promote traffic safety concepts.

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

1. That the Brainerd Police Department is hereby authorized to apply for an Innovative Funding Grant from the National Joint Powers Alliance for 2018. The City of Brainerd agrees to be the fiscal host of the funds if a grant is awarded.
2. That the Police Chief Corky McQuiston and his successor(s), is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the National Joint Powers Alliance to receive awarded funding.
3. That Corky McQuiston, Chief of Police for the City of Brainerd, is authorized to sign Innovative Funding Program Application.

Adopted this ____ day of _____, 2018

DAVID J. PRITSCHET
President of the Council

Approved this ____ day of _____, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: One-Time Exception for Use of State Funded MIF Dollars

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: As the Council has been discussing, legislation was passed in 2017 which allows for a one-time use of the State MIF cash balance for non-economic purposes. In order to take advantage of the legislation, the City needs to submit an application to the state prior to June 1, 2018. If approved, 20% of the cash balance would be returned to the state by June 30, 2018 and by February 15, 2019, the City must submit an accounting and explanation of the use of the remaining 80% of the cash balance.	
Alternatives, Options, Effects on Others/Comments: The cash balance of the State MIF as of May 3, 2018 is \$216,966 - 20% is \$43,393; 80% is \$173,573.	
Recommended Action/Motion: Make a motion to take advantage or not to take advantage of the one-time exception. If it is Council decision to take advantage of the one-time exception, direction to staff on how the 80% of the cash balance will be used and authorize signature on the form.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



Minnesota Investment Fund One-Time Exception

One-time Exception to Restrictions on Use of State Funded Minnesota Investment Fund Local Government Loan Repayment Funds

The Minnesota Legislature has authorized a one-time exception to how revolving loan fund (RLF) dollars seeded from State funded Minnesota Investment Fund (MIF) project are used. These dollars have been retained by local units of government from repayments of their MIF grants. The funds are generally required to be re-used for economic development projects in their jurisdiction.

For More Information

Contact [Lisa Dargis \(mailto:lisa.dargis@state.mn.us\)](mailto:lisa.dargis@state.mn.us) at 651-259-7446.

[Overview](#)[FAQs](#)[Contacts](#)[Reporting](#)

Overview

The one-time exception would allow a home rule charter or statutory city, county, or town that has uncommitted money in their RLF fund to use 80% of the balance as a general purpose aid for any lawful expenditure. In order to be eligible for the exception, the city, county or town would need to return 20% of the uncommitted balance to the State's general fund prior to June 30, 2018.

By February 15, 2019, any home rule charter or statutory city, county or town that exercises the option to utilize 80% of their balance as general purpose aid must submit to the chairs of the legislative committees with jurisdiction over economic development policy and finance, an accounting and explanation of the use and distribution of the funds.

In order to take advantage of the one-time exception, the local unit of government must submit the MIF RLF Request for Exception Form (/deed/assets/rlf-exception-request_tcm1045-299340.docx) prior to June 1, 2018. Once the Request for Exception has been approved by the DEED Loan Officer, you will receive authorization and instructions on how to remit the required 20% of the RLF balance to the State general fund.

[back to top ↑](#)

MINNESOTA INVESTMENT FUND STATE FUNDED RLF REQUEST FOR ONE-TIME EXCEPTION

The 2017 Legislature passed legislation that allows cities, counties and townships that have revolving loan funds (RLFs) seeded by state-funded Minnesota Investment Fund loan repayments may use 80 percent of the uncommitted balance for any lawful purpose if 20 percent of the balance is returned to the State of Minnesota. To utilize this one-time exception, this form must be completed and submitted to DEED by June 1, 2018; once DEED approves the form, the 80 percent should be moved from the RLF account and the 20 percent should be transferred to DEED.

Please complete this form including the requested documentation. All forms must be signed by an authorized local official.

Request Date		Uncommitted State Funded MIF RLF Cash Balance as of Request Date	
Local Government (City, county or town)		20% to be returned to the State General Fund	
Address		80% to be utilized as general purpose aid.	
Contact Phone & Email		Will there be a residual RLF balance (from outstanding loans) for future reporting?	

* Request must be received by June 1st, 2018 to allow for processing and payment submittal.

Required Documentation

A copy of the account statement verifying the account balance as of the request date must be submitted with this form. Please note: page two of this application must be signed. A DEED Loan Officer may contact you to verify balance information for your account and review MIF award history.

Submittal Instructions

This form and the required bank account verification document(s) must be emailed to DEED.Loan@state.mn.us with "Revolving Loan Fund" on the subject line. If you have questions while completing the form please contact Lisa Dargis, DEED Loan Officer, Office of Business Finance at 651-259-7446 or lisa.dargis@state.mn.us or visit the Frequently Asked Questions tab located at <https://mn.gov/deed/business/financing-business/deed-programs/mif/mif-exception/>.

Certification

I hereby certify that the balance information included here is from state funded Minnesota Investment Fund grant repayments only. I certify that I have not included any funds from other sources. I certify that I have complied with all local requirements for submittal of this request and will utilize the approved funds as a general purpose aid for lawful expenditures, adhering to any and all local, state or federal requirements as applicable.

I have read the above statements and I agree to supply the information requested to the MN Department of Employment and Economic Development, Office of Business Finance with full knowledge of the information provided herein. I certify that all information is true and correct to the best of my knowledge.

Certified by:

Local Government Authorized Official Printed Name & Title

Local Government Authorized Official Signature

Date

Exception Criteria – Laws of MN 2017, Chapter 94, Article 6, Section 24

ONETIME EXCEPTION TO RESTRICTIONS ON USE OF MINNESOTA INVESTMENT FUND LOCAL GOVERNMENT LOAN REPAYMENT FUNDS.

(a) Notwithstanding Minnesota Statutes, section 116J.8731, a home rule charter or statutory city, county, or town that has uncommitted money received from repayment of funds awarded under Minnesota Statutes, section 116J.8731, may choose to transfer 20 percent of the balance of that money to the state general fund before June 30, 2018. Any local entity that does so may then use the remaining 80 percent of the uncommitted money as a general purpose aid for any lawful expenditure.

(b) By February 15, 2019, a home rule charter or statutory city, county, or town that exercises the option under paragraph (a) shall submit to the chairs of the legislative committees with jurisdiction over economic development policy and finance an accounting and explanation of the use and distribution of the funds.

Request approved by:

DEED Loan Officer

Date



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Resolution for Dedication of Funds for Bonding Bill and/or Other State Funding

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading *provide copy of published hearing notice
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RESOLUTION NO. _____

**A RESOLUTION TO COMMIT \$100,000 MATCH TO THE CAPITOL BONDING BILL
OR A LEGISLATIVE-CITIZEN COMMISSION ON MINNESOTA RESOURCES (LCCMR)
GRANT AS THE CITY'S PORTION OF THE RIVERFRONT DESIGN AND CUYUNA DESIGN
AND CONSTRUCTION PHASE**

WHEREAS, the City of Brainerd has requested assistance from the State of Minnesota through the Capitol Bonding Bill or through or a grant from the LCCMR in the amount of \$1.5 million for purposes of scoping and designing the Riverfront Trail and Plaza along the Mississippi River and the designing and constructing the Cuyuna State Trail in mid-town Brainerd; and,

WHEREAS, the best interests of visitors, residents and tourists will be served by this project as a huge "difference maker" in the future of the City, to include proper respect and honor to our nation's Great River;

NOW THEREFOR BE IT RESOLVED that the City Council of Brainerd, Minnesota hereby commits a pledge of \$100,000 as a local contribution to bonding bill or the LCCMR grant request submitted to that body in February 2018.

Adopted this _____ day of _____, 2018

DAVID J. PRITSCHET
President of the Council

Approved this _____ day of _____, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Close~Converse Contract Extension

☐ 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: Cassandra Torstenson	Department: Administration
Presenter (Name & Title): City Administrator Torstenson	Estimated Time Needed: 5 Minutes
Summary of Issue: At the February 5, 2018 council meeting the contract with Close~Converse was extended for three months to perform a market analysis. At this time, we would like to extend the contract with Close~Converse through December 31, 2018.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Authorize or deny the contract extension with Close~Converse through December 31, 2018.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

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

May 7, 2018
City Council Chambers
6:45 PM

1. Bridge Inspection Services Proposals
2. Contract Towing Bids
3. Emergency Culvert Replacement Project – Pine Street and Walnut Street
4. Event/Street Closure Application – Garfield Walk-a-Thon
5. Resolution – Accepting Improvement 17-13 Bid
6. Resolution – Accepting Improvement 18-01 Bid
7. Improvement 18-02 Bids
8. Improvement 18-03 Bids
9. Request for Proposals for Operating Services
10. Rotary Riverside Park Addition



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Bridge Inspection Services Proposals

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Bridge inspection proposals were solicited and received at 2:00 PM on April 27, 2018.	
Alternatives, Options, Effects on Others/Comments: In total, we received three responses to the solicitation to provide the services. They include responses from Widseth Smith Nolting (WSN), Short Elliot Hendrickson (SEH), and Bolton and Menk. Their prices to provide the services were \$2,450, \$3,200, and \$2,800 respectively. WSN has performed these services for us the past few go-arounds, and have done a fantastic job of leading us through the process and continuing to keep our SIMS account updated and approvals moving in the right direction. It may be beneficial on future inspections to get a second set of eyes on the bridge inspections, but staff recommends accepting the lowest quote from WSN.	
Recommended Action/Motion: Staff recommends accepting the lowest quote from WSN to perform the bridge inspection services in 2018 for a price of \$2,450.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ <u>\$2,450</u> Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u> Costs for the bi-annual bridge inspections will come from Construction Fund 401.	

**CONFIRMATION OF REQUEST
FOR
ENGINEERING SERVICES**



Alexandria
610 Fillmore Street
PO Box 1028
Alexandria, MN 56308-1028

CLIENT: City of Brainerd

LOCATION: Brainerd, Minnesota

320.762.8149
320.762.0263
Alexandria@wsn.us.com

SERVICE REQUESTED BY: Paul G. Sandy, PE

DATE: April 25, 2018

WidsethSmithNolting.com

PROJECT: 2018 Bridge Safety Inspections for Bridges 18509 and 18505

DESCRIPTION OF WORK INVOLVED: Complete field inspection of all bridge elements in accordance to MnDot established guidelines. Document current conditions and changed items. Verification of all element quantities in each condition state. Conversion of ratings to new rating system. Update City's SIMS account and submit to Program Administrator. Snooper truck investigation of underside of slab is not included in this year's scope.

Greg Lorentz will be performing the field investigation and updating the SIMS account, Greg is a certified Team Leader and has completed the Brainerd Bridge inspections the last 2 or 3 cycles.

ESTIMATED ENGINEERING COSTS:

Inspection and reporting

WSN LABOR & EXPENSES

\$2450.00

Use of MnDot snooper truck for underside of deck inspection is typically the most economical, MnDot will not contract with a private party but will with the City. WSN will assist the city with coordinating the use of the snooper truck with MnDot.

TIME SCHEDULE FOR SERVICES: Complete inspections in October 2018, update SIMS account and submit to City by middle of December.

BILLING METHOD:

- ☐ Hourly
- ☐ Percentage
- ☒ Lump Sum
- ☐ Other

BILLING SCHEDULE:

- ☐ Monthly
- ☒ Phased
- ☐ Upon Completion

REMARKS: Billing to be on a lump sum basis, hourly rates per attached Fee Schedule and General Provisions. WSN will not exceed stated cost without additional authorization from client.

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

APPROVED:

WIDSETH SMITH NOLTING

BY:

Kent A. Rohr, Vice President

BY: _____

DATE: _____



2018 FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
<u>Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer</u>	
Level I	\$100.00
Level II	\$120.00
Level III	\$145.00
Level IV	\$155.00
Level V	\$175.00
<u>Technician</u>	
Level I	\$ 65.00
Level II	\$ 85.00
Level III	\$100.00
Level IV	\$115.00
Level V	\$127.00
Computer Systems Specialist	\$125.00
Senior Funding Specialist	\$115.00
Marketing Specialist	\$100.00
Funding Specialist	\$ 85.00
Administrative Assistant	\$ 60.00

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	Cost
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler	\$40.00/Day
ISCO Flow Recorder	\$60.00/Day
Photoionization Detection Meter	\$80.00/Day
Explosimeter	\$50.00/Day
Product Recovery Equipment	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System)	\$150.00/Day
Soil Drilling Rig	\$35.00/Hour
Groundwater Sampling Equipment	\$75.00/Day
Subcontractors	Cost Plus 10%

Reproduction Costs	RATE
Black & White Copies: 8 1/2 x 11	\$0.10
Black & White Copies: 11 x 17	\$0.50
Black & White Copies: 24 x 36	\$3.00
Color Copies: 8 1/2 x 11	\$2.00
Color Copies: 11 x 17	\$4.00
Color Copies: 24 x 36	\$12.00
Color Plots: 42 x 48	\$22.00

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

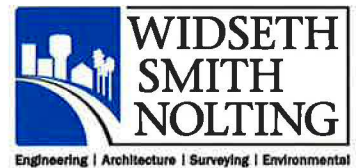
If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WSN

A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WSN.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of North Dakota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed WSN's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.



Building a Better World
for All of Us®

April 12, 2018

RE: City of Brainerd, Minnesota
2018 Bridge Safety Inspections
Laurel Street Bridge #18509
Campus Drive Bridge #18505
SEH No. 14.00

Paul G. Sandy, P.E.
City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Mr. Sandy:

We would appreciate the opportunity to provide bridge safety inspection services to you for the inspection of the Laurel Street Bridge and the College Drive Bridge over the Mississippi River within the City of Brainerd.

The City of Brainerd is committed to keeping their bridges in a condition that is both safe and functional for its users. Our SEH Team understands how important it is to have a consultant with a solid background in both bridge design and inspection. Our staff has conducted numerous Mn/DOT bridge inspections, entered the data into the MnDOT SIMS database and have and prepared summary reports for city staff. We currently serve as bridge inspector Team Leader and/or Program Administrator for several cities throughout Minnesota including Shoreview, Anoka, Golden Valley, Inver Grove Heights, and Virginia. We are very familiar with the bridges in Brainerd. We designed the walkway widening on the Laurel Street Bridge as part of an earlier road reconstruction project.

Scope of Services

We will conduct the field inspections necessary for the city to meet the requirements of inspection and documentation to fulfill the City's obligations for bridge inspection reporting to MnDOT. We will also provide a summary of repair/maintenance recommendations. Both bridges are due for inspection in October 2018.

The Scope of Services provided by SEH includes the following items:

- 1) A complete visual inspection of all bridge elements in accordance with established MnDOT guidelines and procedures. We do not intend to use an aerial access "snooper" truck during this inspection since the truck was used with the most recent past inspection with no significant deficiencies observed.
- 2) Estimate quantities of changed or new elements including cracking of the concrete deck underside and separation of combination rail elements.
- 3) Verification of all measurements per element rating quantity requirements.
- 4) Conversion of old element condition ratings to new rating system as needed.
- 5) Update the inspection data in the City's SIMS account.
- 6) Submit updated data to Program Administrator for review and approval.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 200, Brainerd, MN 56401-3540

SEH is 100% employee-owned | sehinc.com | 218.855.1700 | 866.852.8880 | 888.908.8166 fax

All inspection services will be conducted and led by a qualified and certified Team Leader.

Schedule and Fees

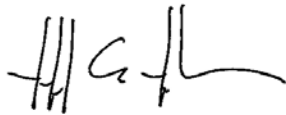
We will schedule the bridge inspections during the month of October to keep them on their 24 month inspection frequency. The reports will be submitted into the MnDOT SIMS database for approval prior to December 31, 2018.

All work defined in the scope of services will be performed for a Lump Sum fee of \$3200. Any additional tasks added or deleted from this project shall be by written amendment to this agreement.

We look forward to working with you in maintaining these bridges and appreciate the opportunity to provide you a proposal. If this proposal is acceptable, please sign and return a copy of this proposal and attached general condition to us. If you have any questions or would like additional information, please contact me at 651.490.2078.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jeff A. Johnson, PE
Structural Practice Lead

Attachment

c: Scott Hedlund, SEH

c:\projects\brainerd mn\bridge inspections\2018 br insp\proposal - 2018 bridge safety inspections.docx

Approved this _____ day of _____, 2018

City of Brainerd, Minnesota

By _____

Title _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

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

SECTION II – CLIENT RESPONSIBILITIES

A. General

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

SECTION III – PAYMENTS

A. Invoices

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

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Consultant's Liability

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

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

D. Assignment

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

SECTION V – DISPUTE RESOLUTION

A. Mediation

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

B. Litigation – Choice of Venue and Jurisdiction

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

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

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

B. Client Use of Instruments of Service

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

C. Reuse of Documents

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

Jeff A. Johnson, PE

Principal/Structural Project Manager

General Background

Mr. Johnson is a Structural Project Manager/Design Engineer responsible for project management, condition inspection, design, renovation and construction observation of a variety of bridge and hydraulic structures. Jeff's experience includes design of more than 400 state, county and local bridges utilizing steel beam, prestressed girder, continuous structural concrete slab, rehabilitation of stone arches and timber structures. His experience in design of special structures includes dams, retaining walls, box culverts, underground vaults, floodwalls and gates. Field inspection and construction administration services include construction observation of bridge and dam projects and inspection and ratings of existing bridges and dams.

Experience

Mn/DOT and WisDOT In-Service Bridge Safety Inspector. Jeff performed inspections and provided PONTIS documentation for numerous in-service bridges on one and two year cycles for County and local units of government. Project Administrator/Manager and Team Leader Certification Mn/DOT XB0 8208 and WisDOT 9539. Utilized visual and non-destructive testing methods for routine, special and fracture critical inspections. Reported inspection finding in MnDOT SIMS and WisDOT HSI databases and provided summary reports on findings and recommended repairs and maintenance as associated costs to county and municipal owners.

Trail Bridge Inspections and Repairs – Wisconsin Department of Natural Resources. Project manager in the inspection and recording of approximately 850 trail bridges including timber, truss, steel, concrete and stone materials and three also mined tunnels. This project involves the field inspection, recording of condition in the WisDOT Pontis coding system, and the measurement and sketching of bridge geometry and load carrying members. The structures were field located by coordinates with GPS for future mapping. Recommendations made for needed repairs and cost estimates for the repairs were also provided. The data base created allows for sorting by maintenance district and prioritizes the bridges based on condition, size, age, or repair cost. Load capacity ratings and repair plans and specifications were developed for several of the structures.

Ottawa National Forests, US Forest Service, Region 9. Structural Engineer for investigative services for four bridge sites following the National Bridge Inspection Standards (NBIS), FWHA's "Bridge Inspector's Training Manual/90", and the American Association Transportation Officials (AASHTO) "Manual for Condition Evaluation of Bridges". The field inspection included all significant bridge components with load ratings calculated for each bridge. A report was prepared providing a recommendation of maintenance activities by bridge with estimated costs, sign postings, load rating analysis, and recommendations for further inspections.

Education

*Bachelor of Science
Civil Engineering
University of Minnesota (1981)
Civil Highway Technician
St. Paul Technical Vocational
Institute (1977)
Timber Design-University of
Minnesota-Post Graduate
Education (1988)*

Professional Registrations

*Professional Engineer in
Minnesota, Wisconsin,
South Dakota, Michigan, Iowa,
Indiana, Colorado and Montana
Land Surveyor in Training
(LSIT)-Minnesota*

Certifications

*Bridge Safety Inspector Team
Leader and Program
Administrator in Minnesota
(MnDOT #XB0 8208, 1995) and
Wisconsin (WisDOT #9539,
2004)*

Professional Associations

*Society of American Military
Engineers
Association of State Dam Safety
Officials
Minnesota Society of
Professional Engineers
Minnesota Surveyors and
Engineers Society*



2018 Bridge Safety Inspections

City of Brainerd



Real People. Real Solutions.

1. Contact Information

Bolton & Menk, Inc. • James D. Archer, P.E., Bridge & Structural Group Manager • 7533 Sunwood Drive, Suite 206 • Ramsey, MN 55303 • P: 763-433-2851 • F: 763-427-0833 • C: 612-205-5160 • jamesar@bolton-menk.com

2. Key Personnel



Jim Archer, P.E., Project Manager

✓ MnDOT Certified Inspection Team Leader

✓ Program Administrator

Jim is a senior project manager with more than 18 years of bridge design experience and seven years of bridge safety inspection experience, including five years as the Hennepin County Inspection Team Leader and Program Administrator (PA). He is committed to delivering projects that satisfy current and future needs in a practical, functional, and maintainable way. Jim is qualified to lead the 2018 bridge safety inspection efforts for the City of Brainerd. He is a National Highway Institute (NHI) certified team leader. He will coordinate any necessary traffic control or equipment rental, ensure adequate resources are committed to the project, and provide a quality review of the inspection process. Jim is available to serve as the city's safety inspection PA as needed.



Ryan Evans, P.E., S.E., Inspector

✓ MnDOT Certified Bridge Inspector

✓ Remote Pilot In-Charge (Drone)

Ryan brings eight years of DOT and local bridge design and rehabilitation experience to the project. He has a structural engineering license and an expert-level understanding of bridge structural behavior, analysis, and design. Ryan's experience includes inspection and evaluation services as well as acting as engineer of record for several bridge rehabilitation projects. He's a certified bridge safety inspector and team leader, a load rating engineer, a certified drone pilot, and is proficient with a variety of structural design and analysis software. He enjoys trying to understand the behavior of structures and seeing his designs come to life.

Both Jim and Ryan attended the 2017 MnDOT refresher trainings held at the Hennepin County Public Works Facility in Medina, MN.

3. Company Experience/References

Sr. Bridge Engineer, Inspection Team Leader, and Program Administrator

Hennepin County, MN • James Grube, County Engineer • 612-596-0300

Jim served as the Hennepin County senior bridge engineer for five years. While there, he managed five staff and oversaw all things bridge related, including design, inspection, rating, permitting, and maintenance duties.

Personnel: Jim Archer

Inspection Team Leader and Program Administrator

Washington County, MN • Allan Brandt, Project Manager • 651-430-4348

Jim has served as the Washington County bridge inspection program administrator and inspection team leader since 2016. Under this contract, Jim assists the county with many bridge-related issues, including safety inspections, load ratings, maintenance, and construction duties.

Personnel: Jim Archer

Bridge Inspection, Evaluation, and Rehabilitation Team

Mitchell County, IA • Rich Brumm, County Engineer • 641-732-5849

In this position, Ryan oversaw the inspection, evaluation, and eventual rehabilitation of the J-086 bridge over the Cedar River. Ryan acted as the principal investigator and engineer of record for the rehabilitation plans.

Personnel: Ryan Evans

4. Project Understanding and Approach

The City of Brainerd wants to employ a qualified team of bridge safety inspection staff to fulfill its 2018 MnDOT inspection obligations and satisfy Federal Highway Administration (FHWA) reporting requirements. In 2016, MnDOT migrated inspection data into the new NBE condition states. This will be only the second inspection following that migration.

All elements and their quantities should be field verified to confirm accurate migration. This information will be recorded and updated in the Structure Inventory Management System (SIMS) and submitted for PA approval on the city's behalf. The city's two bridges are multi-span prestressed concrete beam superstructures over the Mississippi River. The only practical means of monitoring the main span superstructure is to access it with special equipment.

Bolton & Menk proposes to use a drone to aid in the visual access of the central river spans.

Task 1 – Coordination

Upon notice of award, Jim and Ryan should be granted access to the city's SIMS account by the PA. This will allow access to migrated inspection quantities and condition states for review prior to inspection. At the city's request, Jim will assume the PA role. He will submit the transfer form to the Bridge Asset Data Management Office Division at the MnDOT bridge office.

The 2018 Brainerd Bridge Safety Inspections will only require the coordination of notifications to the US Coast Guard and local air fields. Neither will require a permit.

Task 2 – Inspection

Bolton & Menk inspectors have the appropriate tools and equipment to perform accurate and efficient routine bridge safety inspection. We will use drones to access the river spans without needing costly inspection access equipment and traffic control. This will satisfy the 2018 inspection reporting requirement for MnDOT. MnDOT administers a separate underwater inspection contract, which both structures should be part of.

Task 3 – Reporting

All inspection data and photographs will be entered in SIMS and available for review by the PA within two weeks of completion. We will also prepare a summary report, including photographs, findings, and recommended maintenance. The city will be notified immediately of any critical findings discovered during inspection.

5. Project Schedule

The inspection can occur anytime during the month of October, including a 30-day grace period if circumstances require. The timing of the inspection will be discussed with city staff to ensure inspection activities do not

interfere with other scheduled city events or activities, such as parades, marathons, festivals, or celebrations.

6. Cost

As requested in the RFP, Bolton & Menk has prepared a lump sum cost for inspection services. The total lump sum fee to perform routine safety inspection services for the City of Brainerd to fulfill their 2018 FHWA reporting requirements to MnDOT will be \$2,800.

Task Breakdown	Cost
Traffic Control	N/A
Equipment Rental	N/A
Routine Inspection & Reporting Using Drone <i>Bridge Engineer – 20 hours @ \$140/hour</i>	\$2,800
Total	\$2,800

7. Additional Services

Snooper: At the city's request, our team can obtain a snooper to perform more in-depth bridge inspection. In our 2016 proposal, we discussed availability of various snoopers around the state and included estimates of their respective rental fees.

- UB20 – MnDOT state aid snooper
- A-62 – MnDOT District 3 snooper
- UB40 and UB 60 – Equipment Rental Company of Duluth

Traffic Control: Accessing the underside of the bridge with snooper will require the use of traffic control. If the city has the desire and the means to provide the necessary traffic control, Bolton & Menk will coordinate this effort directly with the city. Again, the 2016 proposal provided a quote from Geyer Signal to provide traffic control should the city choose this inspection approach.

8. Certification Statement

I hereby certify that I am a duly authorized representative of the company and that the information contained within this proposal is current, true, and correct to the best of my knowledge. I hereby authorize and request any person, agency, or firm to furnish any pertinent information requested by the City of Brainerd deemed necessary to verify the statements made in this application.



James D. Archer, P.E.
Structural Group Manager

4/27/18

Date



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Contract Towing Bids

☐ 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: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 10 Minutes
Summary of Issue: Contract Towing Bids were solicited and received on April 27, 2018 at 10:00 AM for the City's Contract Towing FY 2018 - 2020.	
Alternatives, Options, Effects on Others/Comments: In total, two bids were received from Collins Brothers Towing of St. Cloud, Inc. and West Brainerd Auto. Please see the attached bids from each entity. The bids are extremely tight in every category. Some of the more noticeable differences are that Collins Brothers are a bit cheaper in item numbers 1, 2, 5, 6, 7, 10, 13 while West Brainerd Auto is cheaper in item numbers 9, 11, 14 and 15. We typically use the towing services for street project towing (without impound), snow removal, street sweeping, and towing of city vehicles, disables vehicles, and misc. towing (items 1-6 and 11). Cleanup and stand by time is sometimes needed for accidents. For City purposes, in most cases, Collins Brothers is cheaper as the impound fees (item 11) are covered by the registered owner of the vehicle. However, if the committee and council take the impound fees into consideration, in most cases, West Brainerd Auto would be the lower bid for an average registered owner that has their vehicle towed and impounded.	
Recommended Action/Motion: Staff would like to have some discussion with the committee in regards to the bids. Staff does not have a recommendation for acceptance of the bids at this time.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

NOTICE OF BIDS
BIDS CLOSE APRIL 27, 2018 @ 10:00 A.M.
BRAINERD, MINNESOTA

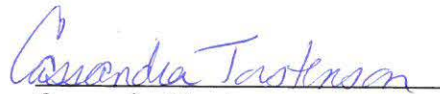
CONTRACT TOWING SERVICES

Notice is hereby given that bids will be received, opened, and read aloud in the presence of the City Administrator and the City Engineer in the Council Chambers, City Hall, in the City of Brainerd, Minnesota, on Thursday, April 27, 2018, at 10:00 a.m. for the contracting of City ordered towing in accordance with the specifications for the same on file in the office of the City Engineer of said City.

All bids shall be sealed and clearly marked "Bid for Contract Towing, Thursday, April 27, 2018, 10:00 a.m.".

All bids will be referred to the City Engineer for tabulation and then referred to the City Council for action at a Council meeting to be held on Monday, May 7, 2018, at 7:30 p.m.

The City of Brainerd reserves the right to reject any and all bids and to waive minor irregularities and informalities therein and further reserves the right to award the contract in the best interest of the City.


Cassandra Torstenson
City Administrator

Publish April 6, 2018 (1 time)

TOWING SERVICES BID
March 2018

FORM OF PROPOSAL

SCHEDULE OF TOWING COSTS

ITEM NO.	ITEM	UNIT PRICE
1.	TOWING WITHOUT IMPOUND	<u>\$4000</u> PER TOW
2.	TOWING CITY VEHICLES	<u>\$2500</u> PER TOW
3.	STREET SWEEPING TOWING	<u>\$500</u> PER TOW
4.	SNOW REMOVAL TOWING	<u>\$500</u> PER TOW
5.	DISABLED VEHICLE TOWING	<u>\$4000</u> PER TOW
6.	MISCELLANEOUS TOWING	<u>\$4000</u> PER TOW
7.	MOTORCYCLE	<u>\$5000</u> PER TOW
8.	SEMI-WRECKER TOWING	<u>\$12500</u> PER TOW
9.	SEMI-WRECKER WINCHING	<u>\$75</u> PER $\frac{1}{2}$ Hr
10.	REGULAR WRECKER WINCHING	<u>\$40</u> PER $\frac{1}{4}$ Hr

SCHEDULE OF STORAGE COSTS

ITEM NO.	ITEM	UNIT PRICE
11.	IMPOUND STORAGE PER 24 HOURS	<u>\$3500</u>

MISCELLANEOUS COSTS

12.	AFTER HOURS RELEASE (see Section 3)	<u>\$2000</u>	
13.	DOLLIES	<u>\$2000</u>	PER TOW
14.	CLEAN UP (CRASH RELATED)	<u>\$15</u>	PER 15 min
15.	STAND BY AND MISC. TIME	<u>\$15</u>	PER 15 min after 10 min free

4/10/18
DATE

Collins Brothers Towing of St Cloud, Inc.
BUSINESS NAME

7953 College Rd Baxter, mn 56425
ADDRESS

214-822-5525
PHONE NO.

[Signature] CEO/President
SIGNATURE AND TITLE

TOWING SERVICES BID
March 2018

FORM OF PROPOSAL

SCHEDULE OF TOWING COSTS

ITEM NO.	ITEM	UNIT PRICE
1.	TOWING WITHOUT IMPOUND	<u>45.00</u> PER TOW
2.	TOWING CITY VEHICLES	<u>35.00</u> PER TOW
3.	STREET SWEEPING TOWING	<u>5.00</u> PER TOW
4.	SNOW REMOVAL TOWING	<u>5.00</u> PER TOW
5.	DISABLED VEHICLE TOWING	<u>45.00</u> PER TOW
6.	MISCELLANEOUS TOWING	<u>45.00</u> PER TOW
7.	MOTORCYCLE	<u>60.00</u> PER TOW
8.	SEMI-WRECKER TOWING	<u>125.00</u> PER TOW
9.	SEMI-WRECKER WINCHING	<u>125.00</u> PER <u>HR</u>
10.	REGULAR WRECKER WINCHING	<u>45.00</u> PER <u>1/2 HR</u>

SCHEDULE OF STORAGE COSTS

ITEM NO.	ITEM	UNIT PRICE
11.	IMPOUND STORAGE PER 24 HOURS	<u>25.00</u>

MISCELLANEOUS COSTS

12.	AFTER HOURS RELEASE (see Section 3)	<u>20.00</u>	
13.	DOLLIES	<u>25.00</u>	PER TOW
14.	CLEAN UP (CRASH RELATED)	<u>40.00</u>	PER <u>HR</u>
15.	STAND BY AND MISC. TIME	<u>50.00</u>	PER <u>HR</u>

4-20-18
DATE

West BRAINERD AUTO
BUSINESS NAME

721 W Washington St, BRAINERD
ADDRESS

2188294181
PHONE NO.

[Signature] / PREO
SIGNATURE AND TITLE

NOTE: It is the policy of WBA to release personal property to the registered owner of a crashed or impounded vehicle.

West BRAINERD AUTO is a BRAINERD BASED COMPANY



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Emergency Culvert Replacement Project - Pine Street and Walnut Street

☐ 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: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Earlier this spring, a large sinkhole near the intersection of Pine Street and Walnut Street was discovered. The sinkhole has formed because of a storm sewer culvert that exists (corrugated metal) that has deteriorated beyond a point of repair through corrosion, a hole has formed in the top of the pipe causing it to collapse the street above.	
Alternatives, Options, Effects on Others/Comments: Staff solicited quotes from contractors in the area to replace the culvert through digging it out and reconnecting it to the storm sewer from DeChantal Excavating, Anderson Brothers Construction of Brainerd, and Pratt's affordable excavating. We received only one response back from DeChantal currently with a cost of \$17,986 to complete the project in its entirety, including paving the area back. Anderson Brothers has indicated they would not be responding, but did provide a quote to DeChantal to pave the area. Pratt's did not respond to the request.	
Recommended Action/Motion: Staff recommends accepting the quote from DeChantal for a cost of \$17,986 for the replacement of the culvert.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ 17,986 Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u> This cost will come through the Storm Sewer Fund 238.	



Quote

DeChantal Excavating LLC

P O Box 315
Brainerd, MN 56401

Date	Quote #
5/1/2018	1081

Name / Address
Brainerd

Description	Quantity	Unit Cost	Unit	Total
* Pine and Walnut Street Culvert Replacement 1. Culvert Replacement: Sawdut and remove bituminous, Excavate and remove existing CMP Culvert, Install 53 LF of new 12" CMP Culvert and apron, Connect to existing CB, Traffic Control, Shape and Asphalt Paving. * No Curb Removal or Replacement Included * No Casting Removal or Replacement Included	1	17,986.00	LS	17,986.00
Total				\$17,986.00

Phone #	Fax #	E-mail
218-828-4636	218-824-1510	adechantal@gmail.com



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Event/Street Closure Application - Garfield Walk-a-Thon

☐ 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: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is an event/street closure application for the Garfield Walk-a-Thon to take place on May 18 (or May 23 dependent on weather) from 9:30 AM - 1:30 PM.	
Alternatives, Options, Effects on Others/Comments: The applicant is requesting a street closure on 10th Avenue NE and 11th Avenue NE from J Street to L Street and L Street and J Street from 10th Avenue NE to 11th Avenue NE. The applicant has described that notices will be handed out to neighboring residents before the event, so they are aware what is happening. There will be some amplified sound announcing the start of each grade level. There will be trash disposal provided at the corners. Home owners will still have access through alleys during the event.	
Recommended Action/Motion: Staff recommends approval of the event/street closure application under the condition that the applicant coordinate the need for traffic control with engineering staff before the event.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



Street Closure, Special Event And Festival Application

Brainerd, Minnesota

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

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

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

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

Application for a Street Closure, Special Event and Festival Permit

PART I: GENERAL INFORMATION

Name of the event: Garfield Walk-A-Thon
Date(s) of the event: May 18 or May 23 (make-up)
Time of event (setup to breakdown): 9:30 - 1:30
Location: Streets surrounding Garfield School 10th Ave NE
11th Ave NE
L Street
J Street
Estimated number of attendees: 500 - 700

Organizer Information

Organizer's name (Please print): Jodi Kennedy
Organizer's address: 1120 10th Ave NE Brainerd, MN 56401
Event contact person: Jodi Kennedy
Event contact daytime phone number: (h) _____ (w) 454-6452 (c) (701) 361-0591
Event contact persons e-mail address: jodi.kennedy@isd181.org
Contact name and phone number to be used on the day of the event:
(h) _____ (w) _____ (c) 701-361-0591
For Profit/Nonprofit status (type): profit (donations)

Applicant Information, if different from the event organizer:

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

Description of Activities

Brief description of the activities planned during the event: Students will be walking and biking around the perimeter of Garfield School as a fundraiser for our Active / Healthy initiatives at school.
(Active Recess, Snack Carts, Flexible seating)

If a parade, please describe the proposed route with the assembly and dispersal locations and attach a map: 10th Ave NE, 11th Ave NE, L Street, J Street (Perimeter of Garfield School)

Site Information

Electrical usage?

Yes ☒ No ☐

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

time clock - battery operated

Amplified sound?

Yes ☒ No ☐

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

Sound system to start each grade levels walking time with microphone

Restrooms provided?

Yes ☒ No ☐ How many? in school (20)

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

Company contracted for restrooms: _____

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

Sign, banners, and posters/flyers?

Yes ☒ No ☐

Locations and descriptions:

on tables on school property or in the street

Trash Disposal?

Yes ☒ No ☐

Company contracted for trash disposal:

garbages will be on corners (school)

Event Layout and Street Site Map

Yes ☒ No ☐

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

Area Notification

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

staff will take letters to neighbors
to notify them of our event

PART II: STREET CLOSURE REQUEST

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

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

Please describe the name and sections of the streets for which you are requesting temporary closure (e.g. "South 7th Street between Maple Street and Front Street").

10th Ave NE between L St. & J St.
11th Ave NE between L St. & J St.
J Street & L Street between 10th & 11th Ave. NE

Time and date for beginning of street closures: 5/18/18 9:30 - 1:30
5/23/18 9:30 - 1:30 (weather)
Time and date for reopening of streets: 5/18 or 1:30 PM 5/23 (make up)

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

notices will be given to homeowners
prior to the event.

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

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

homeowners can still use alleys
to access their property during
the walk-a-thon event

PART III: CONTACTS, PERMITS, AND FEES CHECKLIST

Each special event has its own requirements and needs. Listed below is a summary of the permits and fees common to many special events. Please note that it is *not* necessary to have all permits approved upon submission of this application. However, this checklist should serve as a guide as you plan your event. *All special events must have all permits and fees paid and approved prior to the start of the event.*

Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park			X	Contact the Parks & Recreation Department for information.
Fire/EMS/Police support			X	Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined by the City based on crowd size and the type of event. Fees may be discussed with the sponsor.
Food and vendor licenses			X	All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax.
Health Department permit			X	All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance certificate			X	May be required before issuing a permit.
Sign/banner permits			X	Contact the Planning Department for information.
Parade permit			X	Issued by the Police Department after complete submission of application.
Street closure	X			Must be approved by City Council after submission of the special events application. Contact the City Engineering Department for information/procedure. Closure of a State highway must be approved by MNDOT prior to City Council review.
Alcohol Use Permit			X	Must be approved by City Council after submission of the special events application. Contact the City Administrator's Office for information/procedure.

Contact Information:

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

PART IV: HOLD HARMLESS AGREEMENT AND INSURANCE INFORMATION

The applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the applicant's event herein described.

The City, in its discretion, may require the Applicant to obtain liability insurance for any special event. If liability insurance is required, the following requirements apply:

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

PART V: SIGNATURE OF EVENT APPLICANT

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

Jodi Kennedy
Signature of the Event Applicant

4/13/18
Date submitted to the City

Jodi Kennedy
PRINT NAME

Garfield Walk-A-Thon
Event Applicant Title

PART VI: FOR OFFICIAL USE ONLY

Departmental Sign-Offs Required

	Approval Date/Initials	Comments
Brainerd Public Utilities	<u>4/22</u>	<u>NO ISSUES/CONDITIONS</u>
City Administration	<u>4/23</u>	<u>NO ISSUES/CONDITIONS</u>
Engineering Depart.	<u>4/23</u>	<u>SEE CONDITIONS BELOW</u>
Fire Department	<u>4/23</u>	<u>NO ISSUES/CONDITIONS</u>
Fire Support/EMS	<u>4/23</u>	<u>NO ISSUES/CONDITIONS</u>
Parks and Recreation	<u>4/23</u>	<u>NO ISSUES/CONDITIONS</u>
Planning Department	<u>4/23</u>	<u>NO ISSUES/CONDITIONS</u>
Police Department	<u>4/23</u>	<u>NO ISSUES/CONDITIONS</u>

Certification of Street Closure Approval

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

* COORDINATE TRAFFIC CONTROL WITH ENGINEERING
DEPT.
JAMES P 218-828-2307

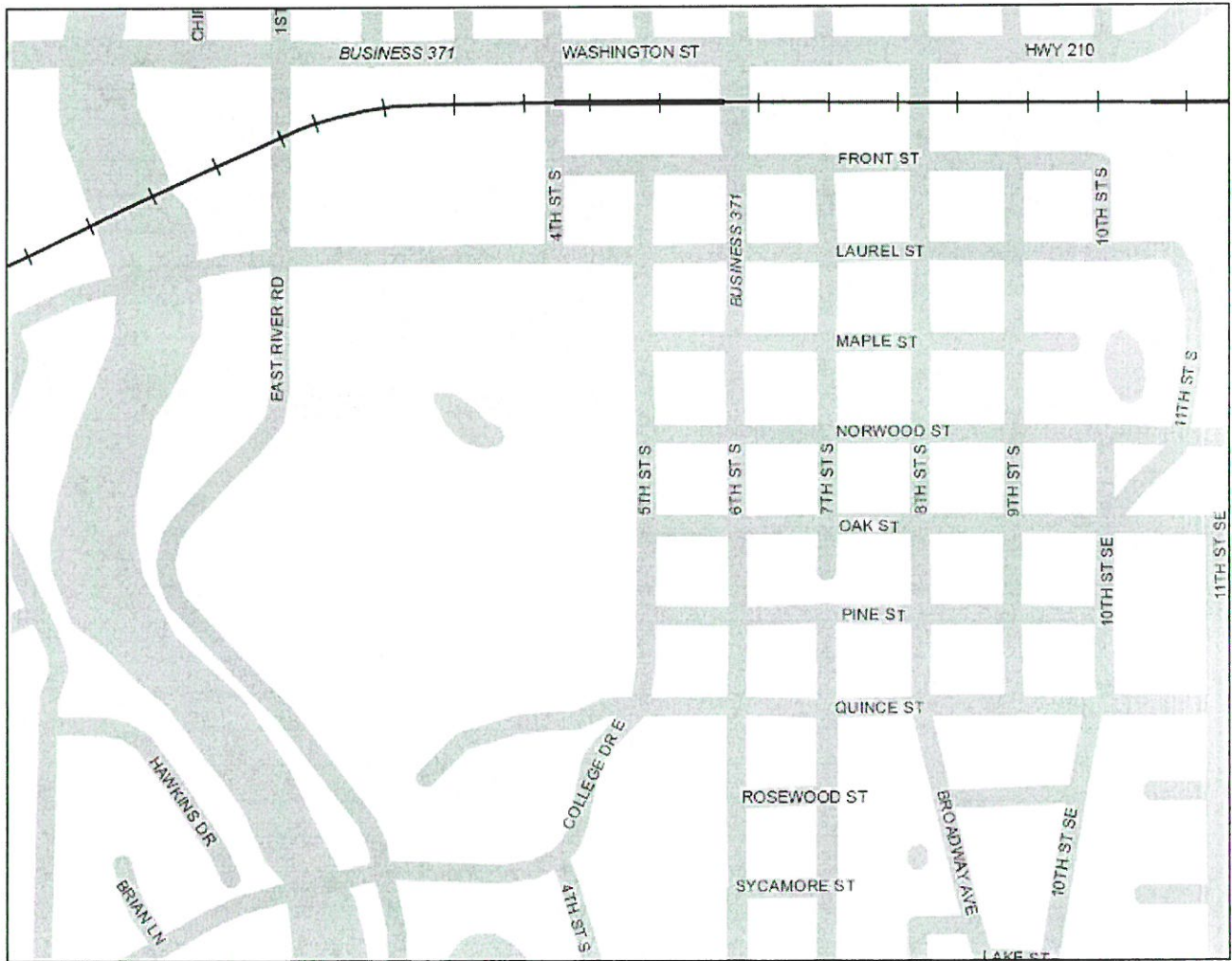
Special Event/Festival Application and Permit Approval

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

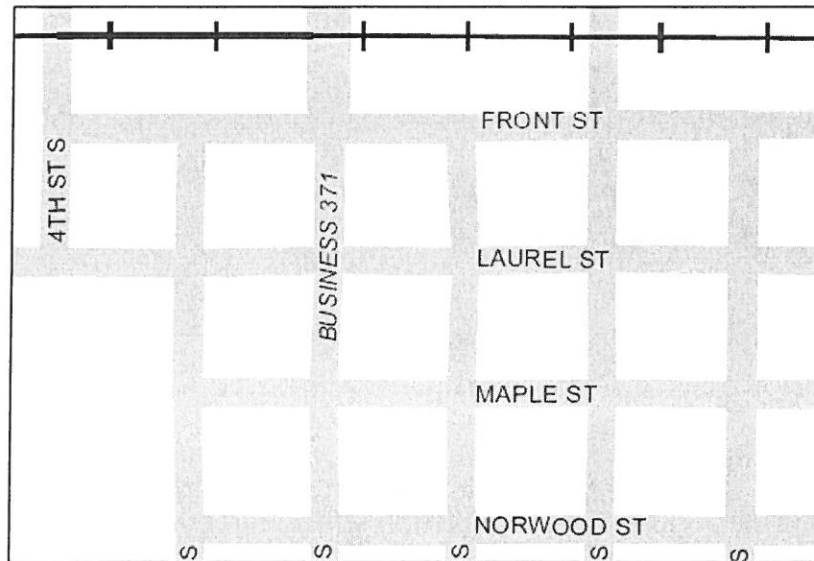
City Administrator

Date

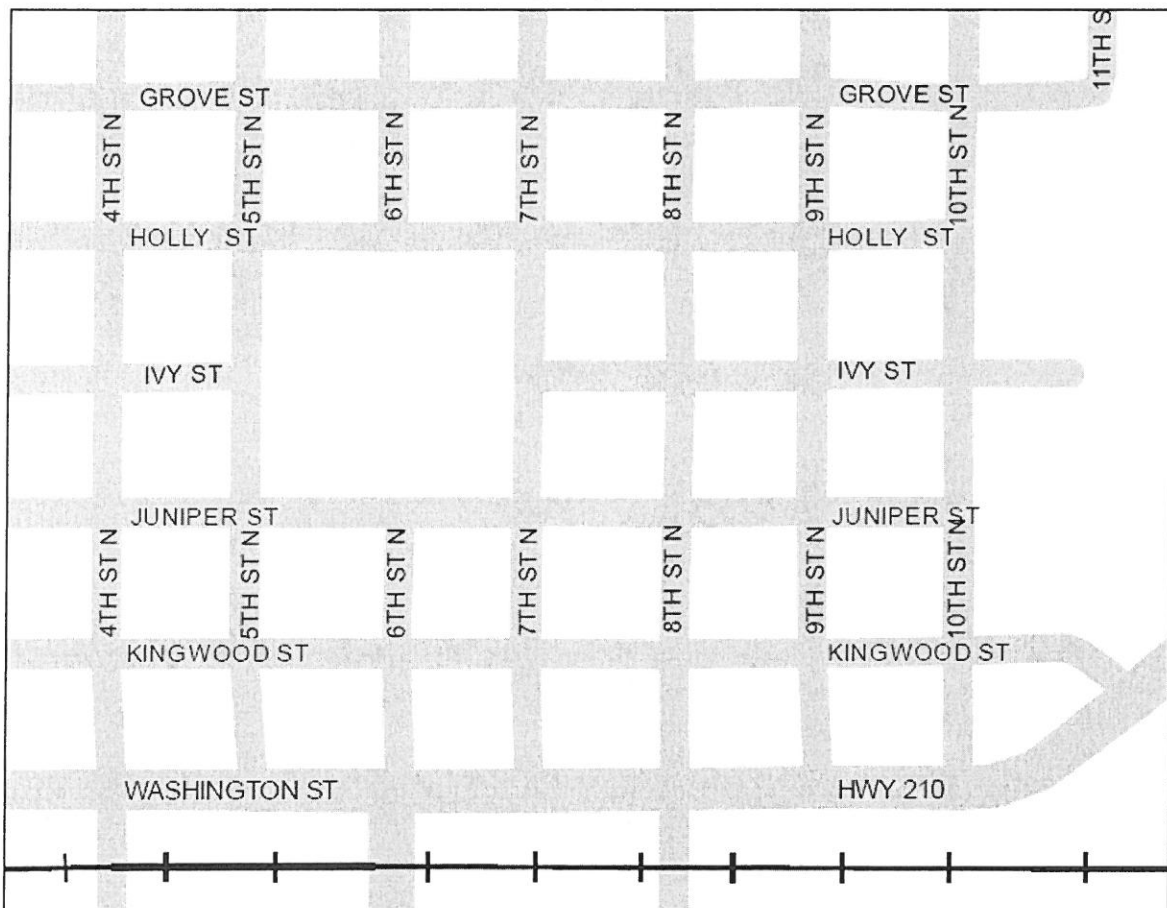
Commonly Used Maps



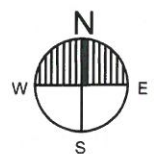
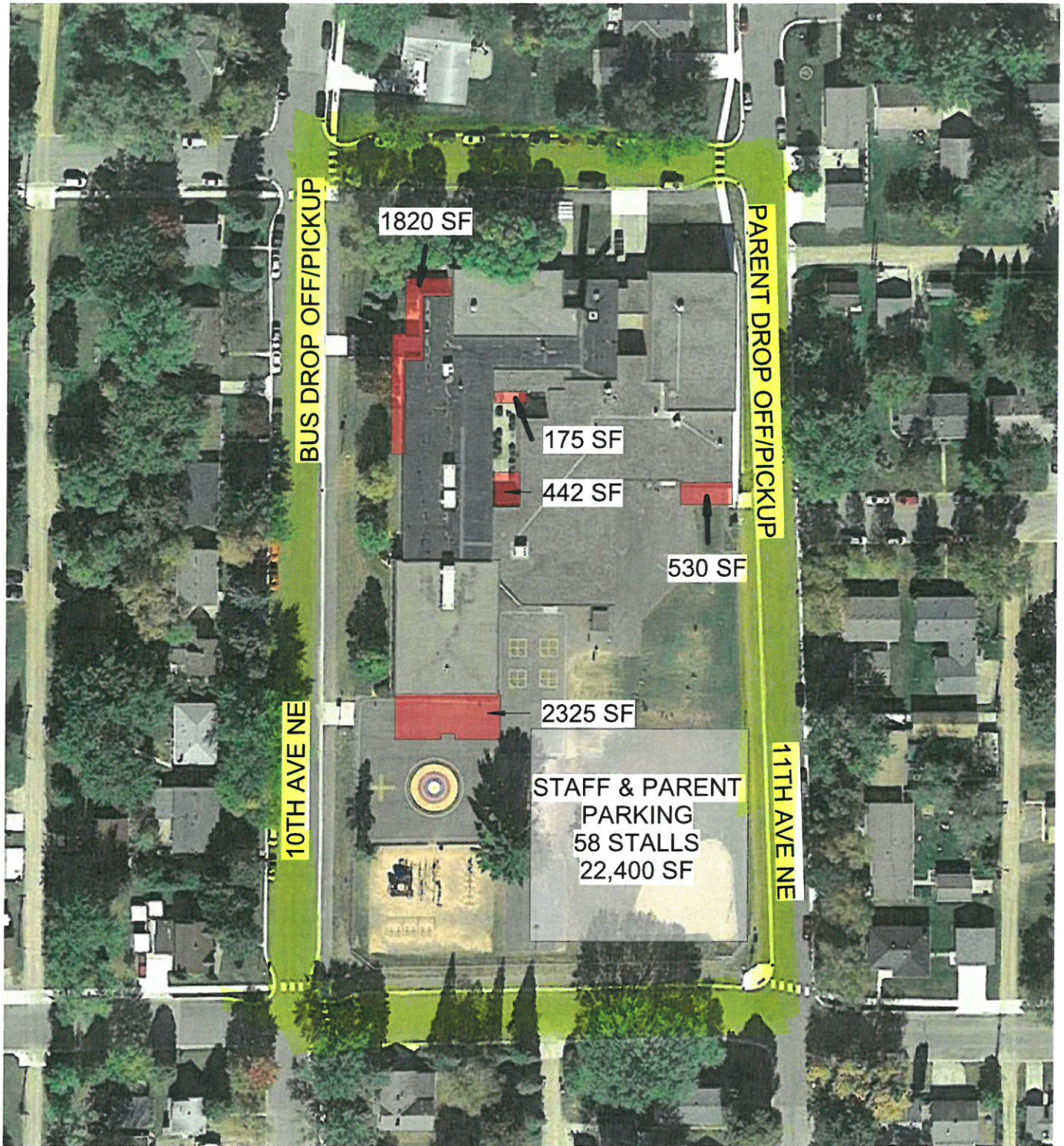
Historic Downtown



Gregory Park



= walk-A-thon area



NFC



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE	#	DESCRIPTION	BY

DATE: JULY 2017
SCALE: 1" = 100'-0"
DRAWN BY: AGM
CHECKED BY: EDM

JOB NUMBER: 026180093.000

GARFIELD ELEMENTARY SCHOOL
ISD 181
BRainerd, MN

PROPOSED SITE PLAN

10/26/2017 1:50:10 PM © 2017 WIDSETH SMITH NOLTING

SHEET NO.
A1.2

SHEET OF



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Improvement 17-13 - Brook Street and SE 10th Street Resurfacing Bids

☐ 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: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Bids were opened on April 20, 2018 at 10:00 AM for Improvement 17-13 - Brook Street and SE 10th Street Resurfacing Project.	
Alternatives, Options, Effects on Others/Comments: In total, 2 bids were received from Anderson Brother's Construction and Tri-City Paving. Anderson Brothers Construction was the lowest responsible bidder at a bid price of \$639,561.35 and Tri-City Paving came in at \$717,198.03. Engineer's Estimate for the project was \$696,164.50. Anderson Brother's bid was 8.13% under Engineer's Estimate and Tri-City Paving's bid was 3.02% over Engineer's Estimate.	
Recommended Action/Motion: Staff recommends adopting the attached resolution accepting the bid from Anderson Brothers Construction of Brainerd, LLC in the total bid amount of \$639,561.35 and authorizing the Mayor and City Administrator to enter into a contract with Anderson Brothers Construction of Brainerd, LLC.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>\$639,561.35</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> Of the bid costs, \$326,869.35 is anticipated to come from construction fund 401, \$299,484.00 is anticipated to come from Storm Sewer Fund 238, and \$13,208 is anticipated to come from Sanitary Sewer Fund 237. These costs do not include preliminary or construction engineering costs to date or anticipated.	

NOTICE OF BID
BIDS CLOSE FRIDAY, April 20, 2018 AT 10:00 A.M. CDT
BRAINERD, MINNESOTA

CITY IMPROVEMENT NO. 17-13
BROOK STREET & SE 10TH STREET RESURFACING

Notice is hereby given that bids will be received, opened, and read aloud in the presence of the City Administrator and the City Engineer in the Council Chambers, City Hall, in the City of Brainerd, Minnesota, on Friday, April 20, 2018 at 10:00 A.M. CDT for the construction of the following described local improvement in accordance with the Plans and Specifications for the same which on file in the office of the City Engineer of said City.

City Improvement No. 17-13
Brook Street & SE 10th Street Resurfacing

All bids shall be submitted electronically through the City of Brainerd's BidVAULT website, and accompanied by a cash deposit, cashier's check, bid bond or certified check of at least five (5) percent of the amount of bid made payable to the City of Brainerd, which amount will be forfeited to the City of Brainerd as liquidated damages if the bidder, upon letting the contract to him, shall fail to enter into the contract let so.

Plans and specifications may be examined at the Office of the City Engineer, 501 Laurel Street, Brainerd, MN 56401 or at <https://egram.ci.brainerd.mn.us>.

All proposals must be submitted electronically through the City of Brainerd's BidVAULT website. Bidding on the project costs \$25.00 plus applicable taxes and fees.

Go to the project page in eGram to obtain the Plan and Proposal online.

Approximate major quantities are as follows:

<u>Item Name</u>	<u>Quantity Unit</u>
MOBILIZATION	1 L SUM
REMOVE CURB & GUTTER	3,270 LF
REMOVE CONCRETE SIDEWALK	27 SF
REMOVE CONCRETE DRIVEWAY PAVEMENT	183 SY
REMOVE BITUMINOUS PAVEMENT	408 SY
REMOVE CASTING	40 EACH
SAWING BITUMINOUS PAVEMENT (FULL DEPTH	460 LF
COMMON EXCAVATION (P)	2,012 CY
SUBGRADE EXCAVATION	1,297 CY
SELECT GRANULAR BORROW (CV)	1,297 CY
STABILIZING AGGREGATE	100 CY
GEOTEXTILE FABRIC TYPE V	1,945 SY
HAUL & STOCKPILE EXCESS MATERIAL (LV)	742 CY
WATER	50 MGAL
AGGREGATE BASE CLASS 5	120 TON
FULL DEPTH RECLAMATION (5.5")	9,181 SY

FULL DEPTH RECLAMATION (8.0")	6,296 SY
TYPE SP 9.5 WEARING COURSE MIX (2,C)	2000 TON
LINING SEWER PIPE (30")	1,160 LF
LINING SEWER PIPE (33")	717 LF
ADJUST VALVE BOX – WATER	6 EACH
ADJUST CURB BOX	13 EACH
CASTING ASSEMBLY	40 EACH
CASTING SEAL	18 EACH
4" CONCRETE WALK	27 SF
6" CONCRETE WALK	466 SF
CONCRETE CURB & GUTTER, DES B618	2,491 LF
CONCRETE CURB & GUTTER, DES B624	833 LF
7" CONCRETE DRIVEWAY PAVEMENT	239 SY
8" CONCRETE VALLEY GUTTER	30 SY
TRUNCATED DOMES	48 SF
SALVAGE & RE-INSTALL MAILBOX	32 EACH
TEMPORARY MAILBOX SUPPORT	54 EACH
TRAFFIC CONTROL	1 L SUM
STORM DRAIN INLET PROTECTION	32 EACH
STABILIZED CONSTRUCTION EXIT	1 L SUM
EROSION CONTROL SUPERVISOR	1 L SUM
COMMON TOPSOIL BORROW	520 CY
TURF ESTABLISHMENT	1 L SUM
RAPID STABILIZATION METHOD 3	4 MGAL

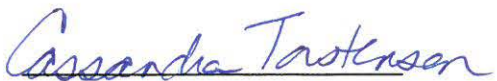
All bids will be referred to the City Engineer for tabulation and then referred to the City Council for action at a Council meeting to be held on Monday, May 7, 2018.

The City of Brainerd reserves the right to reject any and all bids and to waive minor irregularities and informalities therein and further reserves the right to award the contract in the best interest of the City.

No bidder may withdraw their bid within 30 days after the actual date of the opening thereof.

By Order of the City Council

March 19, 2018


Cassandra Torstenson
City Administrator

Brainerd Dispatch Publish March 23, 2018, March 30, 2018 and April 6, 2018.

City of Brainerd Website March 23, 2018 – April 20, 2018.

MnDOT E-Advert Website March 24, 2018 – April 20, 2018.



**City of Brainerd
Project Bid Abstract**

Project Name: **BROOK STREET & S 10TH STREET RESURFACING** Contract No.: **2018-4**
 Client: **City Of Brainerd Engineering** Project No.: **17-13**
 Bid Opening: **04/20/2018 10:00 AM** Owner: **City of Brainerd**

	Project: 17-13 - BROOK STREET & S 10TH STREET RESURFACING					Engineers Estimate		Anderson Brothers Construction		Tri-City Paving, Inc.	
Line No.	Item		Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	2021.501	MOBILIZATION	LS	1	\$33,000.00	\$33,000.00	\$12,300.00	\$12,300.00	\$12,500.00	\$12,500.00	
2	2104.501	REMOVE CURB & GUTTER	L F	3270	\$3.00	\$9,810.00	\$3.00	\$9,810.00	\$3.00	\$9,810.00	
3	2104.503	REMOVE CONCRETE SIDEWALK	S F	27	\$5.00	\$135.00	\$4.00	\$108.00	\$2.00	\$54.00	
4	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	183	\$5.00	\$915.00	\$5.00	\$915.00	\$15.00	\$2,745.00	
5	2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	408	\$1.50	\$612.00	\$1.70	\$693.60	\$2.00	\$816.00	
6	2104.509	REMOVE CASTING	EACH	40	\$150.00	\$6,000.00	\$53.00	\$2,120.00	\$250.00	\$10,000.00	
7	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	460	\$2.00	\$920.00	\$2.00	\$920.00	\$1.75	\$805.00	
8	2105.501	COMMON EXCAVATION (P)	C Y	2012	\$10.00	\$20,120.00	\$6.45	\$12,977.40	\$12.00	\$24,144.00	
9	2105.507	SUBGRADE EXCAVATION	C Y	1297	\$6.00	\$7,782.00	\$8.80	\$11,413.60	\$12.00	\$15,564.00	
10	2105.522	SELECT GRANULAR BORROW (CV)	C Y	1297	\$10.00	\$12,970.00	\$13.95	\$18,093.15	\$14.00	\$18,158.00	
11	2105.541	STABILIZING AGGREGATE	C Y	100	\$20.00	\$2,000.00	\$4.30	\$430.00	\$30.00	\$3,000.00	
12	2105.604	GEOTEXTILE FABRIC TYPE V	S Y	1945	\$3.50	\$6,807.50	\$0.75	\$1,458.75	\$2.00	\$3,890.00	
13	2105.607	HAUL & STOCKPILE EXCESS MATERIAL (LV)	C Y	742	\$10.00	\$7,420.00	\$12.35	\$9,163.70	\$12.00	\$8,904.00	
14	2130.501	WATER	MGAL	50	\$10.00	\$500.00	\$40.00	\$2,000.00	\$10.00	\$500.00	
15	2211.501	AGGREGATE BASE CLASS 5	TON	120	\$20.00	\$2,400.00	\$15.80	\$1,896.00	\$25.00	\$3,000.00	
16	2215.501	FULL DEPTH RECLAMATION (5.5")	S Y	9181	\$2.00	\$18,362.00	\$1.05	\$9,640.05	\$2.00	\$18,362.00	
17	2215.501	FULL DEPTH RECLAMATION (8.0")	S Y	6296	\$2.50	\$15,740.00	\$1.10	\$6,925.60	\$3.00	\$18,888.00	
18	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2:C)	TON	2000	\$60.00	\$120,000.00	\$56.90	\$113,800.00	\$58.00	\$116,000.00	
19	2503.603	LINING SEWER PIPE 30"	L F	1160	\$125.00	\$145,000.00	\$133.30	\$154,628.00	\$130.00	\$150,800.00	
20	2503.603	LINING SEWER PIPE 33"	L F	717	\$130.00	\$93,210.00	\$170.00	\$121,890.00	\$175.00	\$125,475.00	
21	2504.602	ADJUST VALVE BOX-WATER	EACH	6	\$300.00	\$1,800.00	\$253.00	\$1,518.00	\$250.00	\$1,500.00	
22	2504.602	ADJUST CURB BOX	EACH	13	\$300.00	\$3,900.00	\$140.00	\$1,820.00	\$250.00	\$3,250.00	
23	2506.516	CASTING ASSEMBLY	EACH	40	\$1,000.00	\$40,000.00	\$760.00	\$30,400.00	\$750.00	\$30,000.00	
24	2506.602	CASTING SEAL	EACH	18	\$200.00	\$3,600.00	\$203.00	\$3,654.00	\$250.00	\$4,500.00	
25	2521.501	4" CONCRETE WALK	S F	27	\$10.00	\$270.00	\$11.90	\$321.30	\$12.00	\$324.00	
26	2521.501	6" CONCRETE WALK	S F	466	\$12.00	\$5,592.00	\$8.55	\$3,984.30	\$8.32	\$3,877.12	
27	2531.501	CONCRETE CURB & GUTTER DESIGN B618	L F	2491	\$18.00	\$44,838.00	\$17.10	\$42,596.10	\$16.68	\$41,549.88	
28	2531.501	CONCRETE CURB & GUTTER DESIGN B624	L F	833	\$22.00	\$18,326.00	\$24.50	\$20,408.50	\$23.91	\$19,917.03	
29	2531.507	7" CONCRETE DRIVEWAY PAVEMENT	S Y	239	\$65.00	\$15,535.00	\$65.00	\$15,535.00	\$85.00	\$20,315.00	
30	2531.604	8" CONCRETE VALLEY GUTTER	S Y	30	\$100.00	\$3,000.00	\$84.00	\$2,520.00	\$100.00	\$3,000.00	
31	2531.618	TRUNCATED DOMES	S F	48	\$150.00	\$7,200.00	\$49.25	\$2,364.00	\$55.00	\$2,640.00	
32	2540.602	SALVAGE AND REINSTALL MAILBOX	EACH	32	\$200.00	\$6,400.00	\$61.50	\$1,968.00	\$60.00	\$1,920.00	
33	2540.602	TEMPORARY MAILBOX SUPPORT	EACH	54	\$100.00	\$5,400.00	\$30.75	\$1,660.50	\$25.00	\$1,350.00	
34	2563.601	TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00	\$1,950.00	\$1,950.00	\$6,500.00	\$6,500.00	
35	2573.530	STORM DRAIN INLET PROTECTION	EACH	32	\$150.00	\$4,800.00	\$76.90	\$2,460.80	\$125.00	\$4,000.00	
36	2573.535	STABILIZED CONSTRUCTION EXIT	LS	1	\$5,000.00	\$5,000.00	\$1,688.00	\$1,688.00	\$1,000.00	\$1,000.00	
37	2573.550	EROSION CONTROL SUPERVISOR	LS	1	\$5,000.00	\$5,000.00	\$560.00	\$560.00	\$1,000.00	\$1,000.00	
38	2574.525	COMMON TOPSOIL BORROW (LV)	C Y	520	\$30.00	\$15,600.00	\$17.25	\$8,970.00	\$32.00	\$16,640.00	
39	2575.555	TURF ESTABLISHMENT	LS	1	\$3,000.00	\$3,000.00	\$2,564.00	\$2,564.00	\$6,500.00	\$6,500.00	
40	2575.571	RAPID STABILIZATION METHOD 3	MGAL	4	\$50.00	\$200.00	\$359.00	\$1,436.00	\$1,000.00	\$4,000.00	
Totals for Project 17-13						\$696,164.50		\$639,561.35		\$717,198.03	
% of Estimate for Project 17-13								-8.13%		3.02%	

I hereby certify that this is an exact reproduction of bids received.

Certified By: Paul Sady License No. 53635
 Date: 4/20/18

RESOLUTION
NO _____

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the improvements of the following described improvements:

IMPROVEMENT 17-13

Street Resurfacing

Brook Street and SE 10th Street Resurfacing Project

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

Southeast 10th Street from Willow Street to the Dead End

Bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

<u>NAME OF BIDDER</u>	<u>AMOUNT OF BID</u>
Anderson Brothers Construction of Brainerd, LLC	\$639,561.35
Tri-City Paving, Incorporated	\$717,198.03

AND WHEREAS, Anderson Brothers Construction of Brainerd, Minnesota, LLC is the lowest responsible bidder; and

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

1. The Mayor and the City Administrator are hereby authorized and directed to enter into a contract with Anderson Brothers Construction of Brainerd, Minnesota, LLC for the amount of its said bid in the name of the City of Brainerd for the improvements above described according to the plans and specifications therefore approved by the City Council and of record in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this _____ day of _____, 2018

DAVID J. PRITSCHET
President of the Council

Approved this _____ day of _____, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Improvement 18-01 - Street Department Salt/Sand Storage Facility Bids

☐ 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: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Bids for Improvement 18-01 were received and opened on April 20, 2018 at 11 A.M.	
Alternatives, Options, Effects on Others/Comments: In total, three bids were received. One of the bids that was received was considered non-responsive due to the bidders failure to provide the schematic line drawings and and simple floor plan of the structure that the technical bid specifications require to be a responsive bid. The lowest responsive and responsible bidder was Greystone Construction at a total bid lump sum cost of \$220,596.00. This bid is under our budgeted amount of \$240,000, but does not include some of the site prep work that will be done by City forces along with the paving of the inside of the facility itself, which is planned to be quoted work once the facility is constructed. In staff's review of the bids and information posted on Greystone's website, along great reviews from other agencies that has worked extensively with Greystone, staff believes Greystone is more than qualified and will provide the City with a high quality product. Greystone has done their homework prior to submitting their bid both at the site and in pre-design of the foundations.	
Recommended Action/Motion: Staff recommends adopting the attached resolution in which accepts the bid of Greystone Construction and also declares the the bid from A & B Construction non-responsive along with disqualifying the bid as presented at the bid opening.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ <u>\$220,596</u> Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u> \$240,000 was included in the 2018 budget for construction of a salt/sand storage facility.	

NOTICE OF BID
BIDS CLOSE FRIDAY, April 20, 2018 AT 11:00 A.M. CDT
BRAINERD, MINNESOTA

CITY IMPROVEMENT NO. 18-01
BRAINERD STREET DEPARTMENT SALT/SAND STORAGE FACILITY

Notice is hereby given that bids will be received, opened, and read aloud in the presence of the City Administrator and the City Engineer in the Council Chambers, City Hall, in the City of Brainerd, Minnesota, on Friday, April 20, 2018 at 11:00 A.M. CDT for the construction of the following described local improvement in accordance with the Plans and Specifications for the same which on file in the office of the City Engineer of said City.

City Improvement No. 18-01
Brainerd Street Department Salt/Sand Storage Facility

All bids shall be submitted electronically through the City of Brainerd's BidVAULT website, and accompanied by a cash deposit, cashier's check, bid bond or certified check of at least five (5) percent of the amount of bid made payable to the City of Brainerd, which amount will be forfeited to the City of Brainerd as liquidated damages if the bidder, upon letting the contract to him, shall fail to enter into the contract let so.

Plans and specifications may be examined at the Office of the City Engineer, 501 Laurel Street, Brainerd, MN 56401 or at <https://egram.ci.brainerd.mn.us>.

All proposals must be submitted electronically through the City of Brainerd's BidVAULT website. Bidding on the project costs \$25.00 plus applicable taxes and fees.

Go to the project page in eGram to obtain the Plan and Proposal online.

Approximate major quantities are as follows:

<u>Item Name</u>	<u>Quantity Unit</u>
FURNISH AND INSTALL A FABRIC MEMBRANE STRUCTURE 72' X 80', 33' MINIMUM CLEAR HEIGHT INSIDE BUILDING NATURAL LIGHT FABRIC STRUCTURE, LEGACY BUILDING SOLUTIONS STRUCTURE OR APPROVED EQUAL.	1 LUMP SUM

All bids will be referred to the City Engineer for tabulation and then referred to the City Council for action at a Council meeting to be held on Monday, May 7, 2018.

The City of Brainerd reserves the right to reject any and all bids and to waive minor irregularities and informalities therein and further reserves the right to award the contract in the best interest of the City.

No bidder may withdraw their bid within 30 days after the actual date of the opening thereof.

4/20/2018



**City of Brainerd
Project Bid Abstract**

Project Name: Street Department Salt/Sand Shed Contract No.: 2018-5
 Client: City Of Brainerd Engineering Project No.: 18-01
 Bid Opening: 04/20/2018 11:00 AM Owner: City of Brainerd

Project: 18-01 - Street Department Salt/Sand Shed				A & B Construction LTD		Greystone Construction		Legacy Building Solutions, Inc.	
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	FURNISH AND INSTALL FABRIC MEMBRANE STRUCTURE	LS	1	\$147,819.00	\$147,819.00	\$220,596.00	\$220,596.00	\$235,886.00	\$235,886.00
Totals for Project 18-01					\$147,819.00		\$220,596.00		\$235,886.00

I hereby certify that this is an exact reproduction of bids received.

Certified By: Paul Sanchez License No. 53635
 Date: 04/20/18

RESOLUTION
NO _____

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the following described improvements:

IMPROVEMENT 18-01

Brainerd Street Department Salt/Sand Storage Facility

Fabric Membrane Structure Building for Winter Salt/Sand Storage at 724 Thiesse Drive, Brainerd, MN 56401

Bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

<u>NAME OF BIDDER</u>	<u>AMOUNT OF BID</u>
Greystone Construction	\$220,596.00
Legacy Building Solutions, Inc.	\$235,886.00

AND WHEREAS, the bids above were received, opened, and read aloud in the Council Chambers at Brainerd City Hall utilizing BidVAULT electronic bidding software; and,

WHEREAS, through evaluation of the submitted bids, the responsive bidders were Greystone Construction and Legacy Building Solutions; and,

WHEREAS, the following non-responsive and disqualified bid was received, opened and tabulated according to law and was subsequently disqualified after further evaluation of the bid proposal:

<u>NAME OF BIDDER</u>	<u>AMOUNT OF BID</u>
A & B Construction	\$147,819.00

AND WHEREAS, the bid was deemed non-responsive and further disqualified due to the bidder's failure to provide schematic line drawings of their proposed structure including a simple floor plan with dimensions and elevations.

AND WHEREAS, the bidder submitted the schematic line drawings after the bid opening, but the drawings failed to meet above-grade pier height requirements, minimum bunker panel spacing, and clear height requirements above the bunker panels.

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

1. The Mayor and the City Administrator are hereby authorized and directed to enter into a contract with Greystone Construction for the amount of its said bid in the name of the City of Brainerd for the improvements above described according to the plans and specifications approved by the City Council and of record in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this _____ day of _____, 2018

DAVID J. PRITSCHET
President of the Council

Approved this _____ day of _____, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Improvement 18-02 - 2018 Chip Seal Bids

☐ 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: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Bids were solicited and opened on April 18, 2018 at 10:00 AM for Improvement 18-02 - 2018 Chip Seal Project.	
Alternatives, Options, Effects on Others/Comments: In total, 3 bids were received from Asphalt Preservation Company, Inc., Asphalt Surface Technologies Corporation and Allied Blacktop Company. The lowest responsible and responsive bidder was Asphalt Preservation Company at a total bid cost of \$159,852.94. Engineer's Estimate of this project was \$151,004.25. Asphalt Preservation Company's bid was approximately 5.86% over Engineer's Estimate. The fog seal and seal coat material unit prices were a little more than last year's contract.	
Recommended Action/Motion: Staff recommends approval of the bid from Asphalt Preservation Company, Inc. for a total bid cost of \$159,852.94 and authorizing proper signatures on the agreement. If the committee desires, we can delete one of the streets off of the contract to get it below our budgeted number for chip sealing of \$150,000.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>\$159,852.94</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> We budget \$150,000 each year in chip sealing in the 5-year capital improvement plan.	

NOTICE OF BID
BIDS CLOSE FRIDAY, APRIL 18, 2018 AT 10:00 A.M. CDT
BRainerd, MINNESOTA

CITY IMPROVEMENT NO. 18-02
2018 CHIP SEAL PROJECT

Notice is hereby given that bids will be received, opened, and read aloud in the presence of the City Administrator and the City Engineer in the Council Chambers, City Hall, in the City of Brainerd, Minnesota, on Friday, April 18, 2018 at 10:00 A.M. CDT for the construction of the following described local improvement in accordance with the Plans and Specifications for the same which on file in the office of the City Engineer of said City.

City Improvement No. 18-02
2018 Chip Seal Project

All bids shall be submitted electronically through the City of Brainerd's BidVAULT website, and accompanied by a cash deposit, cashier's check, bid bond or certified check of at least five (5) percent of the amount of bid made payable to the City of Brainerd, which amount will be forfeited to the City of Brainerd as liquidated damages if the bidder, upon letting the contract to him, shall fail to enter into the contract let so.

Plans and specifications may be examined at the Office of the City Engineer, 501 Laurel Street, Brainerd, MN 56401 or at <https://egram.ci.brainerd.mn.us>.

All proposals must be submitted electronically through the City of Brainerd's BidVAULT website. Bidding on the project costs \$25.00 plus applicable taxes and fees.

Go to the project page in eGram to obtain the Plan and Proposal online.

Approximate major quantities are as follows:

<u>Item Name</u>	<u>Quantity Unit</u>
MOBILIZATION	1 LUMP SUM
BITUMINOUS MATERIAL FOR FOG SEAL	11,495 GALLONS
BITUMINOUS MATERIAL FOR SEAL COAT	33,498 GALLONS
BITUMINOUS SEAL COAT	95,682 SQUARE YARDS
TRAFFIC CONTROL	1 LUMP SUM

All bids will be referred to the City Engineer for tabulation and then referred to the City Council for action at a Council meeting to be held on Monday May 7, 2018.

The City of Brainerd reserves the right to reject any and all bids and to waive minor irregularities and informalities therein and further reserves the right to award the contract in the best interest of the City.

No bidder may withdraw their bid within 30 days after the actual date of the opening thereof.

By Order of the City Council

March 12, 2017

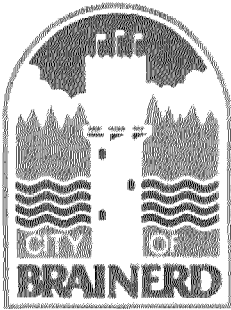


Cassandra Torstenson
City Administrator

Brainerd Dispatch Publish March 16, 2018, March 23, 2018, and March 30, 2018.

City of Brainerd Website March 16, 2018 – April 18, 2018

MnDOT E-Advert Website March 17, 2018 – April 18, 2018.



**City of Brainerd
Project Bid Abstract**

Project Name: 2018 CHIP SEAL PROJECT Contract No.: 2018-3
 Client: City Of Brainerd Engineering Project No.: 18-02
 Bid Opening: 04/18/2018 10:00 AM Owner: City of Brainerd

Project: 18-02 - 2018 CHIP SEAL PROJECT				Asphalt Preservation Company Inc.		Asphalt Surface Technologies Corp.		Allied Blacktop Company	
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2021.501 MOBILIZATION	LS	1	\$7,000.00	\$7,000.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00
2	2355.502 BITUMINOUS MATERIAL FOR FOG SEAL	GAL	11495	\$1.22	\$14,023.90	\$1.25	\$14,368.75	\$0.23	\$2,643.85
3	2356.505 BITUMINOUS MATERIAL FOR SEAL COAT	GAL	33498	\$1.91	\$63,981.18	\$2.25	\$75,370.50	\$3.00	\$100,494.00
4	2356.506 BITUMINOUS SEAL COAT	S Y	95682	\$0.73	\$69,847.86	\$0.60	\$57,409.20	\$0.71	\$67,934.22
5	2563.601 TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
Totals for Project 18-02					\$159,852.94		\$164,648.45		\$186,072.07

I hereby certify that this is an exact reproduction of bids received.

Certified By: Paul Sady License No. 53635
 Date: 04-19-2018



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Improvement 18-03 - 2018 Crack Sealing Bids

☐ 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: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Bids were opened on April 18, 2018 at 2:00 PM for Improvement 18-03, 2018 Crack Sealing Project.	
Alternatives, Options, Effects on Others/Comments: In total, 8 bids were received for the project from KAMCO, Inc., Anderson Brothers Construction, Allied Blacktop Company, Lot Pros LLC, Roadway Services, Inc., Asphalt Surface Technologies Corporation, Precision Roadway Services, LLC, and Fahrner Asphalt Sealers, LLC. The lowest responsible bidder on the project was KAMCO Inc at a total bid cost of \$12,619.00. You will notice on KAMCO's bid that they have bid \$1.00 on Mobilization and Traffic Control. They have notified us that this is because they are doing work in Crow Wing County this year also, thus they do not have any costs in reference to Mobilization or Traffic Control. As you may recall, we supply the crack sealing material to the contractor that we purchase from the State contract at a reduced unit price. The crack sealing material has been purchased and received. The purchase price for the crack sealing material was \$5,017.50. Total Contract cost for the project with KAMCO's bid is anticipated to be \$17,636.50.	
Recommended Action/Motion: Staff recommends approving the bid from KAMCO Inc. at the bid cost of \$12,619.00 and authorizing proper signatures on the agreement.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>\$17,636.50</u> <i>Is this budgeted?</i> ☒ Yes ☐ No We budget for \$25,000 in crack sealing every year. <i>Please Explain:</i>	

REQUEST FOR QUOTES
QUOTES DUE WEDNESDAY, April 18th, 2018 AT 2:00 PM
BRAINERD, MINNESOTA

CITY IMPROVEMENT NO. 18-03
2018 CRACK SEALING

Notice is hereby given that the City of Brainerd is requesting quotes for the crack sealing of numerous roads in accordance with the Specifications for the same which on file in the office of the City Engineer of said City.

Plans and specifications are available for download off of the City's eGram website for no fee at <https://egram.ci.brainerd.mn.us>.

Approximate quantities are as follows: Crack Sealing – 57,350 LF
Mobilization – 1 LSUM
Traffic Control – 1 LSUM

Crack filling material has been purchased by the City and is available for use by the selected contractor.

All quotes must be received in the City Engineer's Office at 501 Laurel St, Brainerd, Minnesota by 2:00 PM on Wednesday, April 18th, 2018. Quotes will be compared and then referred to the City Council for action at a Council meeting to be held on Monday, May 7th, 2018.

The City of Brainerd reserves the right to reject any and all quotes and to waive minor irregularities and informalities therein and further reserves the right to award the contract in the best interest of the City.

All quotes will be delivered to the City Engineer prior to the quote opening time.



**City of Brainerd
Project Bid Abstract**

Project Name: **2018 CRACK SEALING** Contract No.: **2018-2**
 Client: **City Of Brainerd Engineering** Project No.: **18-03**
 Bid Opening: **04/18/2018 2:00 PM** Owner: **City of Brainerd**

Project: 18-03 - 2018 CRACK SEALING				KAMCO Inc		Anderson Brothers Construction		Allied Blacktop Company		Lot Pros LLC		Roadway Services, Inc.		Asphalt Surface Technologies Corp.		Precision Roadway Services, LLC		Fahmer Asphalt Sealers, LLC - Eau Claire	
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2021.501 MOBILIZATION	LS	1	\$1.00	\$1.00	\$990.00	\$990.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$3,000.00	\$3,000.00
2	2331.603 CRACK SEALING	L F	57350	\$0.22	\$12,617.00	\$0.21	\$12,043.50	\$0.27	\$15,484.50	\$0.30	\$17,205.00	\$0.35	\$20,072.50	\$0.43	\$24,660.50	\$0.45	\$25,907.50	\$0.47	\$26,954.50
3	2563.601 TRAFFIC CONTROL	LS	1	\$1.00	\$1.00	\$870.00	\$870.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00
Totals for Project 18-03					\$12,619.00		\$13,903.50		\$17,984.50		\$18,205.00		\$25,072.50		\$26,760.50		\$28,407.50		\$31,954.50

I hereby certify that this is an exact reproduction of bids received.

Certified By: Paul Sady License No. 53635
 Date: 04-19-2018



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Request for Proposals for Operating Services

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering/Transit
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is the request for proposals for contracted operating services for the Brainerd and Crow Wing County Public Transit between July 1, 2018 and June 30, 2021.	
Alternatives, Options, Effects on Others/Comments: The current contract with Reichert Bus Service expires on June 30th, 2018. The Transportation Advisory Committee has gone through the entire RFP and made changes as they deem fit to reflect the goals and policies of the Brainerd and Crow Wing County Public Transit. They State of Minnesota has also reviewed the attached RFP and has authored a few changes to the RFP to reflect MnDOT/FTA policies and and goals. The TAC recommended approval with the changes made by the TAC and MnDOT.	
Recommended Action/Motion: Staff recommends authorizing solicitation of the Request for Proposals for the Operating Services of the Brainerd and Crow Wing County Public Transit Service with a return by date of 10:00 AM local time on June 11, 2018.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>Less than \$500</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> The cost associated with this bid solicitation will include publication costs and will come out of the transit fund.	

**Request for Proposals
For Operation Of
Brainerd & Crow Wing Public Transit System**

**City of Brainerd, Minnesota
Crow Wing County, Minnesota**

For the term July, 1 2018 to June 30, 2021

Prepared By:
Andy Stone
Transit Coordinator
Brainerd and Crow Wing Public Transit

April 30, 2018

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BRAINERD AND CROW WING PUBLIC TRANSIT

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ATTACHMENTS

ATTACHMENT 1

- 1A. Route Maps/Schedule
- 1B Brainerd & Crow Wing County Transit Policy
- 1C Fare Box Collection and Handling Procedures are within above Policy (2.1.6)

ATTACHMENT 2

- 2A Vehicle Maintenance Policy
- 2B Preventative Maintenance / Pre-trip Form

ATTACHMENT 3

- 3A Disadvantaged Business Enterprises (DBE) Special Provisions

ATTACHMENT 4

- 4A Federal Contract Clauses
- 4B Debarment and Suspension Certification
- 4C Lobbying Certification
- 4D Non-Collusion Declaration
- 4E Conflict of Interest

ATTACHMENT 5

- 5A Financial Plan Workbook
- 5B Cost Proposal Form

NOTICE OF PROPOSALS

**PROPOSAL ACCEPTANCE CLOSES June 11, 2018
at 10:00 A.M.**

CITY OF BRAINERD, CROW WING COUNTY, MINNESOTA

Sealed proposals marked “Brainerd & Crow Wing County Service Operation” will be received at the Office of City Administrator, 501 Laurel St., Brainerd, MN 56401, until 10:00 a.m., local time, June 11, 2018, at which time they will be opened and documented as received, cataloged for all required submittals and prepared for review. Solicitation is for the operating services to the City of Brainerd and Crow Wing County, Minnesota, for the period of July 1, 2018 through June 30, 2021 in accordance with the specifications on same.

Proposal evaluation will occur June 12, 2018 and may be considered by the Brainerd City Council at their regular meeting on June 18, 2018. The Brainerd City Council reserves the right to review the proposals at a later date if necessary to allow for further consideration and proposer presentations prior to taking action.

Brainerd & Crow Wing Public Transit System is a citywide/countywide public transit service subsidized with state and federal public transit dollars, which utilizes small chassis cut-away buses to transport passengers.

Specifications and proposal forms may be obtained, at no cost, from the City of Brainerd website located at www.ci.brainerd.mn.us. All proposals must be submitted on the proposal forms furnished. The contact person for all communication involving the RFP is:

Transit Coordinator
501 Laurel Street
Brainerd, MN 56401
218-454-3413
astone@ci.brainerd.mn.us

Other Brainerd & Crow Wing Transit System personnel or its representatives are not allowed to discuss the RFP with anyone, including potential responders, before the RFP submission deadline.

All proposals shall be sealed with the proposers name and address clearly identified on the outside of packet. The Brainerd & Crow Wing Transit System does not require a proposal guaranty, cash deposit, and/or proposal bond for this RFP.

The FTA is or will be providing federal assistance for this project in an estimated expected amount of \$366,400 annually; the Catalog of Federal Domestic Assistance (CFDA) number is 20.509.

Disadvantaged Business Enterprises (DBE) Special Provisions: The Mn/DOT Office of EEO/Contract Management has assigned a Race/Gender Neutral DBE goal to this project. Bidders are directed to read the Disadvantage Business Enterprise (DBE) Special Provision race/gender neutral goal in Attachment 3. The Disadvantage Business Enterprise Special Provisions explains how to comply with the DBE requirements.

The City of Brainerd reserves the right to select the most advantageous offer by evaluation and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A ‘premium’ is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value.

By Order of the City Council, City of Brainerd

May 7, 2018

Cassandra Torstenson – City Administrator

Publish: Friday May 11th & Friday May 18th, 2018 in Brainerd Dispatch Newspaper
Monday May 14, 2018 in Minnesota State Register

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SPECIFICATIONS FOR OPERATION OF BRAINERD AND CROW WING PUBLIC TRANSIT

1.0 INSTRUCTIONS FOR PROPOSALS

1.1 General

The City of Brainerd is inviting proposals for the operation of Brainerd & Crow Wing Public Transit System, hereinafter referred to as Brainerd & Crow Wing Public Transit. The Contract shall be in effect for a three year period beginning July 1, 2018 and ending on June 30, 2021.

The City of Brainerd reserves the right to select the most advantageous offer by evaluation and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A ‘premium’ is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value.

Proposers shall acquaint themselves with, and shall comply with all applicable federal, state, and local statutes, rules, and ordinances. The City of Brainerd may also require the Proposer to modify their operations under the Contract if such modifications do not impose any additional costs to the Contractor.

The successful Proposer shall be required to enter into a Contract with the City of Brainerd on a form provided by the City of Brainerd. The contract shall consist of the RFP Specifications and Attachments and the Contract Form.

The FTA is or will be providing federal assistance for this project in an estimated expected amount of \$366,400 annually; the Catalog of Federal Domestic Assistance (CFDA) number is 20.509.

Any questions that the Proposer may have in regard to the interpretation of the Specifications shall be submitted in writing (via regular mail or as an email) to Transit Coordinator, at the address listed in the Notice To Proposer, prior to June 4, 2018. *Email questions to astone@ci.brainerd.mn.us will also be accepted until the foregoing date.*

1.2 DBE Language

Disadvantaged Business Enterprises (DBE) Special Provisions: The Mn/DOT Office of EEO/Contract Management has assigned a Race/Gender Neutral DBE goal to this project. Bidders are directed to read the Disadvantage Business Enterprise (DBE) Special Provision race/gender neutral goal in Attachment 3. The Disadvantage Business Enterprise Special Provisions explains how to comply with the DBE requirements. **In particular see pages 1 and 2 regarding documents that a bidder must submit with its bid proposal. The form required in the bid can be found on page 3 of the (DBE) Special Provisions.**

1.3 Proposal Instructions

The Proposer shall use the Proposal Form and the Financial Plan Workbook Form included herein.

The Base Proposal includes all identified components within the RFP to perform work necessary to operate Brainerd & Crow Wing Public Transit system for the contract period beginning July 1, 2018 and ending on June 30, 2021. Routes will be paid for by the hour. The contractor will only be paid for those actual hours in which the buses are operated in accordance with these specifications.

Compensation for providing transit operation services under this contract is based on actual hours of operation and monthly fixed costs. The estimated hours of operation are based on operating nine transit buses on a full and part time basis. The potential exists for the operating hours, and dispatching hours to be reduced or changed during the term of this contract; therefore, it is very important for bidders to determine what costs are fixed and should be included in the monthly lump sum unit cost and what costs are directly related to operation of a vehicle and dispatching, which should be the basis of the hourly unit cost. Under this contract there will be no adjustment of hourly unit costs if hours of operation hours are adjusted. Proposals must outline break and lunch policies. The eventual contract will not take into consideration lunch periods and breaks as actual reimbursable service hours.

The Proposer must complete the line items necessary, including narrative/comment section (detailed FTE's as well as complete description of personnel must be included), in the Financial Plan Workbook form (See Attachment 5). This workbook covers all areas the Proposer deems necessary for the operations of the transit system and is contained within the proposal price. Submitted information in the Financial Plan Workbook deemed proprietary should be marked as such.

Submit a completed single-sided Proposal, along with completed "Financial Plan Workbook" form, "Proposal" form, Bidders List from the DBE attachment, and all signed documents in Attachment 4, to the City of Brainerd, 501 Laurel Street, Brainerd, MN 56401.

All bid proposals shall be sealed and addressed to the City of Brainerd, Transit Proposal, 501 Laurel Street, Brainerd, MN 56401. Proposals are due prior to 10:00 a.m., local time, June 11, 2018. Proposers name and address must be clearly identified on the outside of packet.

1.4 Additional Required Submittals

The Proposer must submit the following information with the Proposal:

1. How the Contractor proposes to provide managerial, operation and dispatching services for the public transit system as outlined in these specifications; including but not limited to:
 - a. Management approach and methodology
 - b. Driver supervision approach, including management of road supervision
 - c. Experience with FTA Uniform System of Accounts and monthly reporting
 - d. Relevant Fare Collection experience
 - e. Training Program for all personnel – specify program for each unit of personnel
 - f. Customer Service approach
 - g. Safety, Security and Risk Management Plan
2. Qualifications of Proposed Agency and Personnel (Including but not limited to the following)
 - a. Experience as a Public Transit service provider, including fleet management
 - b. Capacity to perform contract requirements
 - c. Experience with ITS technologies (Transit uses RouteMatch)
 - d. d. Qualifications and experience of all proposed Administrative, Supervisory,
 - e. Management personnel
 - f. Recruitment, hiring and retraining program for Drivers and/or Dispatchers
 - g. Organizational Chart detailing structure and reporting relationships
3. What office accommodations proposer will provide and the location (within the service area) thereof.
4. Fleet/Equipment Storage facility location within 5 miles of Brainerd City Hall) and facility description (must include utilities provided).
5. Maintenance and Equipment Plan
 - a. Ability to follow and comply with Brainerd & Crow Wing Public Transit Vehicle Maintenance Plan. (Attachment 2)
 - b. Approach to Road Call Management
 - c. Proposed Fleet Management records and reporting.
 - d. Safety Record

6. Internal communications network, including methods of communicating instructions to supervisors and vehicle operators and the approach to routing/dispatching functions.

The Proposer must also submit, along with the Proposal, a resume consisting of the following information:

1. Three (3) professional references.
2. Three (3) credit references, including a reference from a bank. It is understood that the Finance Director, City of Brainerd may contact each reference to solicit information regarding the character, credit, and other information concerning the Proposer
3. Locations of residence during the past five (5) years.
4. Job descriptions for Transit Operator/Bus driver, Dispatcher, and other transit staff, including types of driving and operating licenses currently held. If no license is held, explain why.
5. Hiring qualifications for each transit position;
6. Employee Handbook;
7. Personnel Policies;
8. Experience – at least three (3) years’ experience in or associated with the management of a bus, limousine or taxicab business is desired.

1.5 Evaluation Process

1. General

Proposals submitted in response to this RFP will be evaluated and scored by the Evaluation Committee established by the City of Brainerd, in accordance with the criteria outlined below.

The primary desire of the City of Brainerd for this procurement is to ensure an award will be made based on the highest quality of service that best matches the Brainerd & Crow Wing Public Transit System requirements using the Federal Transit Administration’s (FTA C 4220.1F) “Best Value” methodology. Per FTA’s Third Party Contracting Guidance, “Best Value” is defined as follows:

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

The Evaluation Committee will make a recommendation based upon the Evaluation Committees' determination of the responsible Offeror whose proposal is most advantageous to the Brainerd & Crow Wing Public Transit System.

2. Cost (Tradeoff Evaluation)

The offerors cost proposal will be evaluated alongside the Technical merit offered by each proposer in a tradeoff fashion as per FTA "best value selection methodology" as detailed within the FTA Best Practices Procurement Manual. As required by the FTA Best Practices Procurement Manual, Chapter 4, Methods of Solicitation and Selection, the Brainerd & Crow Wing Public Transit System declares the following: **all evaluation criteria factors other than cost, when combined, are significantly more important than cost alone.**

In the event that two or more proposals are considered by the Evaluation Committee to be basically equal in their technical merit, the evaluated cost or price becomes more important; in such a case, cost or price may ultimately be the deciding factor.

Accordingly, the Evaluation Committee may not necessarily make a recommendation to award to the proposer with the highest technical ranking nor make a recommendation to award to the proposer with the lowest price proposal, if doing so would not be in the overall best interest of the Brainerd & Crow Wing Public Transit Systems program.

3. Evaluation Criteria Matrix

The following items make up the evaluation criteria (and their respective weights), which the Brainerd & Crow Wing Public Transit System will use in evaluating the technical merit of proposals submitted in response to this RFP.

Evaluation Criteria	Weight Percentage
A. Technical / Operations	40%
B. Quality of Proposed Personnel	20%
C. Performance / Financial	20%
D. Management Plan	20%

4. Evaluation Criteria Considerations

A. Selected Evaluation Criteria within Content of Technical/Operations Proposal Technical/Operations (40%)

1. Qualifications (40%) (Listed in order of importance)
 - Experience with providing Public Transit Service of similar size and scope.
 - Experience with operating and maintaining a fleet of similar size.
 - Capacity to perform contract requirements.

- Experience with implementing and maintaining Intelligent Transportation System Technologies.
- Creative ideas offered to improve service.

2. Personnel Plan (20%) (Listed in order of importance)

- Recruitment/hiring plan
- Proposed training and or retraining program for maintenance personnel, vehicle operators, schedulers/dispatchers and supervisors

3. Proposed Management and Operations Plan (20%) (Listed in order of importance)

- Proposed Approach and Methodology
- Organizational Chart detailing organizational structure and reporting relationships
- Proposed Road Supervision Approach (insurances to driver compliance)
- Proposed fare collection/handling experience
- Proposed Customer Service Approach
- Proposed Safety, Security and Risk Management Plan
- Proposed Internal Communications Network, including methods of communicating instructions to supervisors and vehicle operators and the approach to routing/dispatching functions.

4. Proposed Maintenance and Equipment Plan (20%) (Listed in order of importance)

- Safety Record
- Proposed Vehicle Maintenance Plan
- Proposed Bus Wash Plan and Interior Cleaning Plan
- Approach to Road Call Management
- Experience with Fleet Management Software or proposed management procedures
- Ability to comply with Manufacturers warranties

B. Selected Evaluation Criteria within Content of Quality of Proposed Personnel (20%) (Listed in order of importance)

- Qualifications and Experience of proposed General Manager.
- Proposal to comply with Labor Requirements and proposed Wage and Benefit Plan.
- Qualifications and Experience of proposed Maintenance Manager and/or Plan.
- Qualifications and Experience of proposed Operations Manager

- Recruiting, hiring, training, and retraining program for Drivers and Dispatchers

**C. Selected Evaluation Criteria within Content of Performance / Financial (20%)
(Listed in order of importance) Reference Checks**

- Applicability of Past Performance References
- Applicability of Financial / Credit References
- Responsiveness of Proposer in addressing and correcting problems
- Management Staff's ability to meet the expectations and needs of the transit agency
- Proposer's customer service, as provided by current bus operator staff

D. Selected Evaluation Criteria within Content of Ability to Conform to Management Plan (20%)

- Evaluation Committee may conduct interviews with the proposed management staff to determine their ability in understanding transit services and level of qualification and their capabilities.

5. Notification to Unsuccessful Proposals

Unsuccessful Proposers shall be notified of Brainerd & Crow Wing Public Transit System's Evaluation Committee's recommendation of award to the successful Proposer within five (5) working days of said recommendation.

1.6 Proposal Protest Procedure

1. A formal letter of protest must be received at the City of Brainerd, 501 Laurel Street, Brainerd, MN 56401 to the attention of the City Administrator, within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
2. Brainerd & Crow Wing Public Transit System will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. The Brainerd & Crow Wing Public Transit System may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above mentioned response time.
3. If the complainant, after receiving the final written response from the Brainerd & Crow Wing Public Transit System, is not satisfied that the reason for protest has been sufficiently resolved, he/she may file a request for an appeal to be heard by

the City Council, City of Brainerd. Such request must be written and received within the (10) business days from the date of the Brainerd & Crow Wing Public Transit Systems response letter. The letter shall be made to the attention of the City Administrator, who will schedule the hearing for the next available meeting of the Brainerd City Council, and inform the complainant in writing of said date and time.

4. The Brainerd & Crow Wing Public Transit system will not receive any service or product described in the PROPOSAL document from the successful Proposal until the protest has been resolved.

2.0 DESCRIPTION OF TRANSIT SERVICE

2.1 General

The Brainerd & Crow Wing Public Transit system provides approximately 80,000 rides annually to the major population centers of Crow Wing and portions of Cass Counties. Currently, these are the cities of Brainerd, Baxter, Crosby area, Pequot Lakes area and Pine River (See Attachment 1a).

The available bus fleet consists of ten (10) buses. Nine active and one spare (back-up).

Current available bus schedule, subject to authorization for any changes:

On weekdays, two buses provide Demand Response service beginning at 7:00 a.m. and ending at 4:30 p.m. within the city limits of Brainerd and Baxter. This earlier start time of

Between 8:00 a.m. and 4:30 p.m. on weekdays, two additional buses provide Demand Response service within the city limits of Brainerd and Baxter.

One additional bus goes into service at 7:00 a.m. and provides Demand Response service until 9:00 a.m. during a period of peak demand. This bus provides Route Deviation service on weekdays between the hours of 9:00 a.m. and 3:00 p.m. and operates on a specified Deviated Route. The bus then resumes providing Demand Response service at 3:00 p.m. until 4:30 p.m. to assist in transporting passengers during this busier part of the day.

One of the city buses provides Demand Response service from 6:00 am to 7:00 am and 4:30 pm to 6:00 pm as expanded service hours to the city limits of Brainerd and Baxter.

Three additional buses operate on a Route Deviation service between the hours of 7:15 a.m. and 4:30 p.m. in Crow Wing County. Two Buses are scheduled and operate Monday through Friday while the third bus operates Tuesday through Thursday. This Route Deviation service is available in specific cities and areas in Crow Wing County including Brainerd and Baxter at specified times.

One bus operates Demand Response service between the hours of 8:15 am and 3:45 pm three days per week in the City of Pine River, Cass County.

Holidays upon which bus service is currently not provided are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day. Holidays are subject to change based on the City's authority to establish Holidays.

2.2 Definition Of A Demand Response Service

A transportation service characterized by flexible routing and scheduling to provide curb to curb or point-to-point transportation at the user's demand and is provided to patrons who request service by telephone, either on an ad hoc or subscription basis. (Subject to availability and system capacity)

2.3 Definition Of A Deviated Route Service

Transportation service from which a vehicle is operated on a standard route, from which it may deviate from time to time, in response to a demand for its service or to take a passenger to a destination, after which it returns to its standard route.

The bus will deviate from the standard route up to 2 miles. Deviation within the city limits of Brainerd and Baxter shall be 1 block. The standard route schedule shall include the arrival/departure time from drop-off/pick-up destinations, plus major intermediate stops. If the bus is ahead of schedule when arriving at an established stop/waypoint, the driver shall delay departure to the scheduled time. Between established stops/waypoints, the time the bus passes a particular location on the route may vary by as much as ten minutes depending on the number of deviations.

2.4 Definition Of A Subscription/Standing Order

Demand response service in which routes and schedules are prearranged to meet the travel needs of specific riders who sign up for the service in advance. The passenger does not have to call to make an individual reservation. A maximum of two weeks is allowed for all subscription/standing orders, after the maximum, the passenger must re-commit to their travel needs. Subscription service may be limited due to capacity constraints. The bus will not go over 80% capacity used for regularly recurring trips by the same person or group of people.

2.5 Fleet and Equipment Inventory

The Brainerd & Crow Wing Public Transit System will provide the following equipment:

FLEET INVENTORY									
<i>Local Unit #</i>	<i>VIN # (last 5)</i>	<i>Active/ Backup</i>	<i>Class</i>	<i>Fuel Type</i>	<i>Model Year</i>	<i>Model</i>	<i>Type of Lift</i>	<i># of A/B seats</i>	<i># of w/c</i>
311	51719	B	400	Diesel	2008	Ford International	Braun	17	2
117	72411	A	400	Diesel	2009	Ford International	Braun	17	2
118	89181	A	400	Diesel	2011	Chevy Goshen	Braun	19	3
114	70129	A	400	Diesel	2013	Chev / Goshen	Braun	19	3
119	16386	A	400	Diesel	2013	Chevy Goshen	Braun	16	3
142	99632	A	400	Diesel	2014	Chev / Goshen	Braun	18	3
141	99235	A	400	Diesel	2014	Chev / Goshen	Braun	18	3
155	28273	A	500	Diesel	2015	Int'l/Goshen	Braun	33	3
161	17819	A	400	Diesel	2016	Chev / Goshen	Braun	19	3
171	60919	A	400	Gas	2017	Ford/Elkhart	Braun	20	2
172	01479	new	400	Gas	2017	T Ford/Elkhart	Braun	20	2

All Brainerd & Crow Wing Public Transit System revenue transit vehicles are equipped with manual fare boxes and vaults.

All Brainerd & Crow Wing Public Transit System revenue transit vehicles are equipped with Motorola radios and Samsung tablets. (The system includes a base radio system, and antenna located at Brainerd City Hall).

The Brainerd & Crow Wing Public Transit System's fleet has a back-up vehicle to ensure daily operations of the Demand Responsive and Route Deviated services. (See fleet inventory)

ADDITIONAL EQUIPMENT INVENTORY (Dispatch use)			
YEAR	ITEM	DESCRIPTION	LOCATION
2014	Samsung Tablets	Electronic Clipboard	Bus mounted
2014	RouteMatch	Dispatching Software	Brainerd City Hall
2002	Telephone	Cisco	Brainerd City Hall
2002	Two-Way Base	Motorola 6700	Brainerd City Hall
2002	Two-Way Antenna	Motorola	Brainerd City Hall
2002	Office Equipment	Misc.	Brainerd City Hall
2010	Desktop Computers	Dell and monitors	Brainerd City Hall

2014	10 bus A/V systems	AngelTrax	Bus mounted
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2.6 Estimated Operating Hours

The approximate operating hours for each of the routes is as follows:

Service Hours				
<i>Route</i>	<i>Days of Week</i>	<i>Hours of Service</i>	<i># hours/day</i>	<i># hours/week</i>
City Demand (2) Route 7:00 Start	Mon – Fri	7:00 am – 4:30 pm	9.5 hrs/day	47.5 hrs/week times 2
City Demand (2) Route 8:00 Start	Mon – Fri	8:00 am – 4:30 pm	8.5 hrs/day	42.50 hrs/week time 2
City Demand (1) Route AM & PM and Extended hours	Mon – Fri	7:00 am – 9 am 3 pm – 4:30 pm 6-7am + 4:30-6pm	6 hrs/day	30 hrs/week
City Deviation (1) Route (Express)	Mon – Fri	9 am – 3 pm	6 hrs/day	30 hrs/week
County Deviation (2) Hwys 371 & 210	Mon - Fri	7:15 – 4:30 pm	9.25 hrs/day	46.25 hrs/week times 2
County Deviation (1)	Tues-Thurs	7:15 – 4:30 pm	9.25 hrs/day	27.75 hrs/week
PineRiver Demand(1)	Tues-Thurs	8:15 – 3:45 pm	7.5 hrs/day	22.5 hrs/week
Approx 19,444 hours/year			Approx 382.75 hours/week	
Dispatching –phone and Routematch		6:00 am – 6:00 pm	Approx 60+ hours/week	

These service levels are approximate and are subject to the availability of necessary Federal, State, and local funding, as well as the needs of the community, and are subject to change. Service hours calculated do not take into consideration the number of hours needed for pre-trip/post-trip safety inspections or travel time to/from service area.

3.0 GENERAL CONTRACT CONDITIONS

3.1 Duration

The Contract shall be in effect for a 3 year period from beginning July 1, 2018 and ending on June 30, 2021.

3.2 Non-Discrimination

Public transportation shall be available to all persons, regardless of race, creed, color, national origin, religion, age, sex or disability.

3.3 Non-Performance

The operator shall provide the City with prompt, reliable and quality transportation service. The City of Brainerd will require strict adherence to the terms and specifications of the contract to be awarded, including but not limited to all related schedules, maintenance of equipment, employment of qualified personnel, enforcement of all city policies and state and federal laws, rules and regulations. Failure to provide this service shall be considered nonperformance under the contract. The following shall constitute nonperformance and the City shall be entitled to liquidating damages in the amount of \$75.00 per hour or actual damages.

- A. Failure of operator to notify the City of vehicle breakdowns, accidents, injuries or other unusual occurrences within one hour.
- B. Failure of operator to comply with the procedures and the rules and regulations established by the City and all conditions of this contract.
- C. Failure of operator to provide necessary reports, information, or other required data relating to the public transit system.
- D. Failure of operator to maintain and repair vehicles adequately pursuant to the Maintenance Policy.
- E. Violations of any related city policies, operating procedures and/or State and Federal laws rules and regulations.
- F. Failure of operator to have an adequate number of properly trained drivers and dispatchers to cover the day's routes and service hours.
- G. Inappropriate driver or operator behavior, language or procedures in dealing with passengers, city staff, or the public.
- H. Failure to accurately enter every trip into RouteMatch. Every ride requires a trip entered.

In the event the City determines the operator has exhibited any of the above, the City shall notify the operator within one week of determining such occurrence. At the time of notification, the operator will be given an opportunity to be heard regarding the incident of non-performance. The operator, City Engineer, and Transit Coordinator will meet and review the incident at the operator's request. Appeals regarding non-performance items may be taken to the City Administrator or City Council. Notwithstanding anything to the contrary set forth in a provision, the remedy set forth in the first paragraph of this section shall not be the exclusive remedy of the City. The City reserves the right to pursue whatever other remedies may be available to it and in any and all events shall not be the exclusive or final remedy. Unreasonable and/or multiple violations of any terms, conditions or clauses included in this specification shall constitute a material breach of this contract.

3.4 Termination

If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of substantial violation of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregard by employees of laws, ordinances or instructions of the Brainerd & Crow Wing Public Transit Board (TAC) or its designated representative, then the City of Brainerd may, at its opinion, terminate the Contract without further obligation on the part of the City of Brainerd and/or Crow Wing County to the Contractor except for the expenses incurred prior to the termination. If the Brainerd & Crow Wing Public Transit or its designated representative believes any action or non-action of the Contractor represents an immediate threat to public safety, the City of Brainerd may suspend service for so long a period as they deem necessary.

3.5 Assignment

This Contract or any part thereof may not be assigned by the Contractor without prior written consent of the Brainerd & Crow Wing Public Transit System and the City of Brainerd.

3.6 Ownership

Buses, fare boxes, ~~and~~ communication equipment, and all technology resources and related data will be furnished by the Brainerd & Crow Wing Public Transit System and shall remain the property of the City of Brainerd and Crow Wing County. The Contractor shall maintain the buses in as good a condition as received, normal wear and tear expected.

Under no circumstances shall the city owned vehicles or equipment or other materials associated with the public transit system to be used for, or in conjunction with, any personal use or other business operations other than those services set forth in this contract.

In order to maintain program and transit system identity, the public transit vehicles shall not be used for charter or private purposes.

3.7 Budgets, Routes, Schedules, Fares, Promotion

The Brainerd & Crow Wing Public Transit system retains the authority to establish and determine routes and schedules of service for public transportation in the transit system. The authority to fix and alter fares, changes connected to operation of the transportation system and the authority to conduct marketing, public relations programs and promote the use of the transportation system shall remain with the Brainerd & Crow Wing Public Transit system. If requested by the Brainerd & Crow Wing Public Transit System, the Contractor shall make recommendations to the Brainerd & Crow Wing Public Transit System relating to service extensions, route planning and Transit service policies (See Attachment 1).

3.8 Performance Bond

THE CITY OF BRAINERD WILL NOT REQUIRE A PERFORMANCE BOND AS PART OF THIS CONTRACT.

4.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 Management

4.1.1 General

The Contractor shall provide the managerial services as are usual and customary for sound and effective operation of a public transportation system, and to provide, but not be limited to, the following services:

1. General Operations.
2. Safety, driving, dispatching and public relations training.
3. Operations and maintenance accounting and office management.
4. Equipment Maintenance.
5. Adherence to fare collection policy (attachment #1c)
6. Daily interior cleaning and twice weekly washing of the buses.
7. Office and garage accommodations.
8. Dispatching services including routing and dispatching software and MDT's or similar mobile device for each bus;
9. Recording, resolving and maintaining a log of customer complaints.
10. Labor/employee relations and personnel management.
11. Consultation assistance in scheduling, promotion, route planning, general operations and software applications such as notification and GPS software;.
12. Performance and recording of daily bus preventive maintenance check and copied to Transit Coordinator. (See Attachment 2b)
13. Provide uniforms as approved by Brainerd & Crow Wing Public Transit.
14. Maintaining security camera video and two-way radio system;

15. Adopt and comply with drug and alcohol policies, procedures and testing, as required by the Federal Transit Authority (FTA) and/or Mn/DOT. A copy of policy must be provided to City;
16. Provide driver training to include defensive driving, passenger assistance, maltreatment awareness, first aid/CPR, customer relations, and civil rights.
17. Training to be scheduled through an approved Mn/DOT Training Program within 6 months of driver hire date.

4.1.2 **Manager**

The Contractor shall act as or furnish a manager, at his/her own expense, who shall assume active management of the transit system for and on behalf of the Brainerd & Crow Wing Public Transit System. The Contractor shall submit its manager's name and qualifications (resume) as a part of their proposal.

4.1.3 **Personnel**

Contractor shall employ, train, supervise, provides wages and workers compensation to qualified, licensed and responsible drivers and dispatcher employees in a sufficient number to operate an efficient transit service as outlined in these specifications. Contractor shall maintain and provide documentation of current CDL, DOT physical, and Drug and Alcohol tests. The Contractor shall furnish qualified, licensed and responsible drivers necessary for the safe operation of buses used in providing service, and shall furnish all other necessary personnel for continued operation of the service, including but not limited to; dispatching, maintenance, cleaning and washing, operations and maintenance, accounting, legal, clerical and managerial personnel, and will assume all labor and other contractual obligations thereto.

It is specifically understood that all personnel furnished by the Contractor in connection with the performance of service shall be and remain the employees of the Contractor. The Contractor shall pay all wages, salaries, fringe benefits, social security taxes, workers compensation and unemployment compensation or other contributions as required by law. The Contractor shall be considered an "Independent Contractor" as the term is used under the laws of the State of Minnesota.

- The Contractor shall abide by all federal, state and local laws, rules, ordinances with respect to its employees.
- The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age or national origin.
- The Contractor shall take affirmative action to ensure that applicants employed and that employees are treated during employment without regard to their race, creed, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following:

- Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this non-discrimination clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, age or national origin.

4.2 **Driving**

The Contractor shall provide driving services required and as set forth below and elsewhere in the Specifications. Contractor shall submit a copy of driver job description and hiring qualifications with proposal. At a minimum, drivers shall be required to:

Drivers shall:

1. Possess a valid Minnesota Commercial Driver's License appropriate for the size of the bus being driven.
2. Possess a valid DOT Physical Examination card and have the physical ability to assist passengers with disabilities and passengers with carry-on parcels;
3. Be able to read, write and speak the English Language.
4. Have knowledge of roads and major activity centers in the transit service area.
5. Have knowledge of and be trained in the use of handicapped lift and security devices including tie downs and shoulder belts.
6. Have knowledge and ability to perform preventive maintenance / pre-trip checks (See Attachment 2b).
7. Operate a tablet, count money, make reports and abide by all Transit Policies.
8. Be neat in appearance.
9. Willingly assist public passengers.
10. Maintain fuel and fluids in the transit vehicle and document on daily log sheets;
11. Deal courteously and effectively with passengers and the public.
12. Be informed that they are responsible for the lives of the public passengers.
13. Have driven a motor vehicle or vehicles at least 10,000 miles prior to employment.
14. Be screened by the Contractor for driving record, background check and driving violations. Anyone convicted within the past five (5) years of (a) driving while under the influence of drugs, intoxicating liquor or non-intoxicating malt beverages or (b) careless or reckless driving, shall not be considered for employment
15. Submit to pre-employment and ongoing random drug tests throughout employment, in accordance with FTA 49 CFR Part 655 and 49 CFR Part 40, as amended. Provide negative results. Comply with Federal FTA Drug and Alcohol Policies;
16. Obey all traffic laws.

4.2.1 **Drivers' Training**

Primary and substitute drivers shall receive the following training on an ongoing basis:

1. Classroom defensive driving;
2. Passenger assistance;
3. Abuse awareness and prevention (child & elderly);
4. First Aid/CPR;
5. Drug & alcohol training, FTA Regulations.

Operators and their drivers are encouraged to attend any or all Mn/DOT Transit training sessions offered.

Anyone convicted within five (5) years prior to employment of (a) a crime involving harm to a person or (b) driving while under the influence of drugs or intoxicating liquor or non-intoxicating malt beverages or careless or reckless driving shall not be considered for employment. The Contractor shall certify to the Brainerd & Crow Wing Public Transit that each driver has been properly trained and licensed, and is physically, mentally and legally qualified to operate the vehicle and to assist passengers. No person shall drive a transit vehicle without this certification. The manager shall not permit a driver to drive if the driver has consumed an intoxicating liquor or non-intoxicating liquor or non-intoxicating malt beverages or a drug within eight hours prior to the time he/she begins driving, or if the driver is intoxicated or is under the influence of a drug which would influence driving ability when he/she is to begin driving.

It is the policy of Brainerd & Crow Wing Public Transit to uphold the safety of all Brainerd, Baxter and Greater Crow Wing County residents. Therefore, if a driver employed by the contractor, while driving a Agency bus, is involved in any moving violation of the traffic laws of the State of Minnesota, or is found to bear the majority of responsibility for causing a traffic accident or collision of any description, that driver will be subject to discipline up to and/or including immediate termination and/or the following disciplinary steps:

1. First Offense: Verbal warning from the contracted Transit Manager copied to Transportation Coordinator.
2. Second Offense: Written warning from the contracted Transit Manager, copied to Transportation Coordinator.
3. Third Offense: Driver's employment as contracted driver is terminated.

4.2.2 **Driver Uniforms**

The Operator shall provide or require the employees to provide and wear clean, seasonably appropriate uniform shirt and jacket and identification badge. The Operator shall require the employees to wear clean trousers or knee length uniform style shorts and appropriate footwear. Any further uniform requirements will be provided by the Brainerd & Crow Wing Public Transit System.

4.2.3 **Collection of Revenue**

All revenues derived from the operation of the transit system shall be and remain from the initial receipt thereof, the absolute property of the Brainerd & Crow Wing Public Transit System and the City of Brainerd. The treatment of such revenues including the banking and the accounting shall be as directed by City Finance Director and follow the established fare box policy.

Fare Box Policy (Attachment #1c)

1. The Transit Drivers shall deliver the fare boxes to the City of Brainerd Administrators Office, or designated alternate, located in Brainerd City Hall each evening following work shift.
2. The fare box money is counted by at least 1 supervised employee of the City of Brainerd Administrators Office.
3. A receipt or deposit is written, and the total amount of fare box money is documented in the Receipt Book located in the City Administrators Office.
4. The fare box money is then deposited in the bank by an employee of the City Administrators Office.

Agency Fare Rates (subject to change) are contained in Transit Operating Policy Addendum.

4.3 **Dispatching and Communications**

The Contractor shall operate dispatching and passenger scheduling. Reservations shall be handled by the Contractors employee dispatcher at a location determined by the transit system.

4.4 **Dispatching Office**

The Brainerd & Crow Wing Public Transit System shall furnish the necessary office space, equipment and utilities, including telephone, as may be required in order to properly and efficiently perform the Dispatching services required under this proposal. The Brainerd & Crow Wing Public Transit System Dispatching office is currently located at 501 Laurel St. Brainerd, MN 56401

4.4.1 **Dispatcher Qualifications and Responsibilities**

A high degree of professionalism and patience is required from all dispatchers. Contractor shall submit a copy of dispatcher job description and hiring qualifications with proposal.

Dispatchers Shall:

1. Answer telephones quickly, pleasantly and professionally. Deal courteously and effectively with passengers and the public.
2. Be thoroughly familiar of roads and major activity centers in the transit service area.
3. Accurately input and record data within RouteMatch including names, addresses, pick up and destination information and billing information.
4. Computer knowledge including data base management, Microsoft Excel, Word, gmail and the ability to work with trip scheduling software.
5. Keep records, make reports, multi-task, understand services and policy.
6. Have knowledge of vehicle capacities, handicapped lift and security devices usage including tie downs and shoulder belts.
7. Be neat in appearance. Business casual dress required
8. Willingness to assist and cater to the special needs of senior citizens, persons with disabilities, etc. including general knowledge of requirements under the ADA.
9. Act as first response to all public passenger inquires/record complaints.
10. Be subject to random drug and alcohol testing throughout employment.

4.5 Maintenance

The operator shall maintain all transit vehicles and keep them in good mechanical condition. The following maintenance activities shall be considered incidental to the operation of the transit vehicles. There shall be no separate compensation for these items:

- A. The operator's drivers shall conduct a daily vehicle inspection using the DRIVER'S DAILY CHECK LIST attached in the exhibits.
- B. All transit vehicles shall be clean on both the interior and exterior prior to being placed into service each day.

The Contractor shall maintain buses and related equipment. The Contractor shall use maintenance standards as recommended by the manufacturer and as set forth by the Brainerd & Crow Wing Public Transit Vehicle Maintenance Policies and Procedures (attached item 2a) The City reserves the right to modify maintenance schedules relating to fluid change intervals and tune up schedules. Items considered as maintenance are as follows:

- Crankcase oil and filter replacement
- Transmission fluid and filter replacement
- Hoses/belts
- All light bulb replacements
- Maintain all fluid levels including engine coolant and engine oil
- Air filters and Fuel Filters
- Lubrication (grease)
- Wiper blade replacement
- Towing of vehicles as a result of mechanical breakdown

4.5.1 **Repairs**

The operator shall arrange for the repair of all transit vehicles. Repair parts and labor are reimbursable. The operator will contact the city prior to performing engine or transmission replacement or other "major" repair items. Items included under repairs are as follows:

- Transmission repairs
- Engine repairs including injectors
- Brake system repairs
- Starter, alternator or battery replacement
- HVAC repairs
- Tire replacement/alignment
- Idler arm/ball joint replacement

The City shall negotiate repair labor wage rates and method of measuring labor time with the successful bidder. The Brainerd & Crow Wing Public Transit System reserves the right to periodically take and inspect each bus to determine whether or not it is being properly maintained.

4.5.2 **Garage**

The Contractor shall supply garage space for all transit vehicles, equipment and supplies reasonably necessary for the operation of the transit system. The garage location shall be subject to approval by the Brainerd & Crow Wing Public Transit System and the City of Brainerd.

4.6 **Fuel**

Fuel for the transit vehicles shall be fully reimbursed. The contractor shall provide for the fueling at either the contractors fueling facility or shall solicit bids to fuel at a local retail outlet. Monthly invoices shall document the fuel cost, the fuel used by vehicles, and vehicle mileage. Only approved personnel will be allowed to pump fuel into the buses after receiving appropriate instructions. Currently all gasoline buses are fueled by the driver at a facility owned by Crow Wing County.

4.7 **Records and Reports**

The Contractor shall provide the Brainerd & Crow Wing Public Transit System with the necessary information to be included in the monthly reports on or before the tenth (10th) day of each month. The Contractor shall keep and maintain records on forms approved by the Brainerd & Crow Wing Public Transit System. Information contained in these reports shall include, but not limited to, the following items.

The operator, through the transit drivers and dispatcher, shall collect the following data via RouteMatch:

A. Number of passengers

1. Total number of passengers with breakdown by Brainerd, Baxter, County Rides
2. Number of children.
3. Number of wheelchair lift operations
4. Number of elderly passengers

B. Origins/destinations

1. The origin and destination of each trip

C. Time

1. The time for which the ride was reserved
2. The time the passenger was picked up
3. The time the passenger reached destination

D. Fares

1. Identify the ride as either a cash fare, token, voucher, or "ride ticket"

E. Ride ticket sales

1. Record ride ticket sale by number on ticket and date.
2. Collect used tickets. In some cases passengers retain used tickets for reimbursement.

The operator shall submit a report containing the following information along with monthly invoices:

- A. Total number of miles by vehicle
- B. Total number of operating hours per day per vehicle
- C. Monthly maintenance records of city owned vehicles
- D. Copies of all compliments/complaints received
- E. Copies of all accident/injury reports
- F. Summary and disposition of complaints received

4.7.1 **Complaints**

Complaints shall be taken and recorded by the operator or the transit system. The operator will work cooperatively with transit staff to investigate and resolve all complaints. The operator will

inform the Transit Coordinator of all complaints received. Communications, which initially appear to be a complaint but are resolved through a clarification of the operating policy, shall not be listed as a complaint (i.e. timeliness, customer service, drivers, etc.) The operator shall complete a summary of complaints to be submitted to the Transit Coordinator monthly. Unresolved or excessive complaints of similar type or substantiated complaints related to safety could be grounds for non-performance of contract.

4.8 Measurement of Quantities

Payments to the operator shall be based on the unit prices bid for each bid item, PERFORMANCE REQUIREMENTS, plus reimbursable expenses. Payment of the unit price for each item shall be compensation in full for all equipment, personnel, materials, facilities, and miscellaneous expenses including but not limited to the following for each item:

A. Transit Monthly Overhead

Payment of this item shall be compensation in full for fixed monthly expenses which may include, but is not limited to, such items as equipment storage facilities, preventative vehicle maintenance, office space and supplies, telephone service, employee training, drug testing, insurance, supervisory personnel, record keeping, monthly accounting and billing.

B. Transit Bus Operation

This item shall be compensation in full for expenses associated with the hourly operation of transit vehicles on a "per vehicle/per hour" basis and may include items such as driver compensation and benefits.

This item shall be measured by actual approved service hours provided.

C. Contractor Provided Transit Dispatching

This item shall be compensation in full for the expenses associated with dispatching the transit system and may include items such as dispatcher wages and benefits. This item shall be measured from 6:00 am through 6:00 pm on each operating day to coincide with the hours of transit service.

D. Reimbursable Expenses

Reimbursable expenses include items such as fuel and repairs to city owned vehicles.

The operator shall consult the city prior to making expenditure if there is any question as to whether or not the expenditure is reimbursable. Further, the operator will make a reasonable attempt to contact the city for preauthorization relating to any reimbursable expenses.

Fuel for the transit vehicles shall be fully reimbursed as covered under section 4.5.

4.9 **Billing**

The operator shall provide the City with an invoice for each month of operation. Payment due the operator shall be based on the sum of the hourly rates bid, times (x) the number of hours of service provided by each bus operated, the monthly overhead, and reimbursable expenditures.

Said invoices for each month shall be submitted to the City by the 10th of the month following the month of service. Invoices shall be accompanied by the data described in Section 4.1.7, above.

Payment of said invoice shall occur no later than the first or third Thursday following the first or third Monday of the month following receipt of the invoice.

4.10 **Accounting**

The Contractor shall keep and maintain the books and financial records correctly reflecting the operation of the public transit system. The Contractor shall use accounting and reporting procedures acceptable to the Brainerd & Crow Wing Public Transit System and to Mn/DOT. These records shall be made available to the Brainerd & Crow Wing Public Transit System for audit by the Brainerd & Crow Wing Public Transit System, Mn/DOT or its representative at all reasonable times as directed. Records shall be maintained for each bus, showing the necessary expenditures for maintenance. The Contractor shall, on request, supply the Brainerd & Crow Wing Public Transit System with receipted bills for expenditures.

4.11 **Insurance**

RECIPIENT will obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

1. **Workers' Compensation Insurance**

During the term of this agreement, the third party contractor is to provide workers' compensation insurance in accordance with the statutory requirements under Chapter 176 of the state of Minnesota Statutes.

2. **Commercial General Liability Insurance**

Contractor is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage, including loss of use which may arise from operations under this contract. Evidence of third party contractor's insurance must be filed annually with the City of Brainerd.

Contractor must have minimum insurance coverage of \$2,000,000.00 per occurrence.

The following coverage's will be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured

3. Commercial Automobile Liability

Contractor is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss or use which may arise from operations under this contract.

- Minimum insurance amounts are the same as provided in clause 2 above.

In addition, the following coverages should be included:

- Owned, Hired, and Non-Owned Automobile
- State of Minnesota named as an Additional Insured

4. Excess Insurance.

An Umbrella or Excess Liability Insurance Policy may be used to supplement contractor's policy limits to satisfy the full policy limits required by this Grant Contract. A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the state of Minnesota. The insurance company shall deliver to the designated Brainerd & Crow Wing Public Transit System contact, certificates of all insurance required above with a 30-day notice of cancellation, non-renewal or material change provision included, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. The Contractor shall not perform any services under the contract for services with the City of Brainerd until the insurance required by the document has been secured by the Proposer and approved by the City of Brainerd. The cost for said insurance shall be part of the hourly rate shown on the proposal sheet.

The Contractor shall immediately notify the Brainerd & Crow Wing Public Transit System of all accidents involving buses listed on the fleet roster. Accidents involving physical injury or vehicle damage shall be immediately reported to law enforcement and to the Brainerd & Crow Wing Public Transit System as soon as possible. The Company shall submit the following reports to the Brainerd & Crow Wing Public Transit System within two (2) business days.

3. Accident report from the driver
4. Post-Accident Individual Drug and Alcohol Test Determination, completed by Supervisor.

5. Pictures and/or supportive materials to visualize scene and property

The Contractor shall submit the following reports to the Brainerd & Crow Wing Public Transit System as soon as they are available.

4. Drug and Alcohol test results, if conducted/applicable
5. Accident report from local, county, and/or state police

4.12 Independent Contractor

It is expressly understood that the Contractor is an independent contractor for purposes of this agreement and all persons employed by Contractor in the performance of any work or services required or provided in this agreement shall not be considered employees of Brainerd & Crow Wing Public Transit System for any purposes whatsoever, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit, or any and all such claims shall in no way be the obligation or responsibility of the City of Brainerd or Crow Wing County.

4.13 Liability

- A. Contractor shall indemnify, hold harmless and defend the City of Brainerd and Crow Wing County, its officers, agents and employees from any and all claims, damages or liability of any kind arising out of any acts, errors or omissions of Contractor, its agents or employees, in furnishing services or performing work pursuant to this Agreement outside of those claims covered under the City of Brainerd's general liability and motor vehicle insurance.
- B. Notwithstanding section 4.8 A. and in consideration of the fact that the City of Brainerd & Crow Wing County does not hire, train or supervise Contractor's employees performing the services required by this Agreement, Contractor shall be solely responsible for any and all acts performed by its employees in the implementation of this Agreement. As such and without regard for the coverage provided by the Brainerd & Crow Wing Public Transit System general liability and motor vehicle insurance, Contractor shall indemnify, hold harmless and defend Brainerd & Crow Wing Public Transit System, its officers, agents and employees from any and all claims, damages or liability of any kind arising out of any acts, errors or omissions of Contractor or its agents or employees in furnishing services or performing work pursuant to this Agreement

C. Indemnity

Contractor shall indemnify and hold harmless the City, the Minnesota Department of Transportation, and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from any action involving the transit operations or any other provision of this contract provided that any such claim, damage, loss or expense is caused in whole or in part by an act or omission of Contractor or anyone directly or indirectly employed by them.

Notwithstanding the previous, and in consideration of the fact that the City does not hire, train or supervise Contractor's employees performing the services required by this Agreement, Contractor shall be solely responsible for any and all acts performed by its employees in the implementation of this Agreement. As such and without regard for the coverage provided by the City's general liability and motor vehicle insurance, Contractor shall indemnify, hold harmless and defend City, its officers, agents and employees from any and all claims, damages or liability of any kind arising out of any acts, errors or omissions of Contractor or its agents or employees in furnishing services or performing work pursuant to this Agreement

4.14 Regulatory Assurances

The Proposer by submission of his/her proposal assures Brainerd & Crow Wing Public Transit System that he/she shall comply with, and be bound by all applicable federal, state, and local laws, rules, and ordinances, including but not limited to those included in these Specifications (See Attachments #3 & #4) and shall complete all required reports and submit them to the Brainerd & Crow Wing Public Transit System within ten (10) working days of the end of the reporting month.

Contractor agrees to cooperate with any monitoring or audit visits of the City of Winona, MnDOT, or Federal government, including on-site inspections, disclosure of records, and surveys of passengers. Contractor agrees to maintain financial books and records in accordance with generally accepted accounting standards.

4.15 FTA Drug and Alcohol Policy

- A. Contractor shall furnish, within 30 days of contract award, their adopted Federal Transit Administration Drug and Alcohol Policy. Said policy must be in compliance with FTA Drug and Alcohol regulations 49 CFR Part 655 and 49 CFR Part 40, as amended. The Contractor shall also submit a list of proposed test sites, Medical Review Officer, and Substance Abuse Professionals within 30 days of contract award, and annually thereafter with the federally required MIS report.

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Brainerd City Council Agenda Request

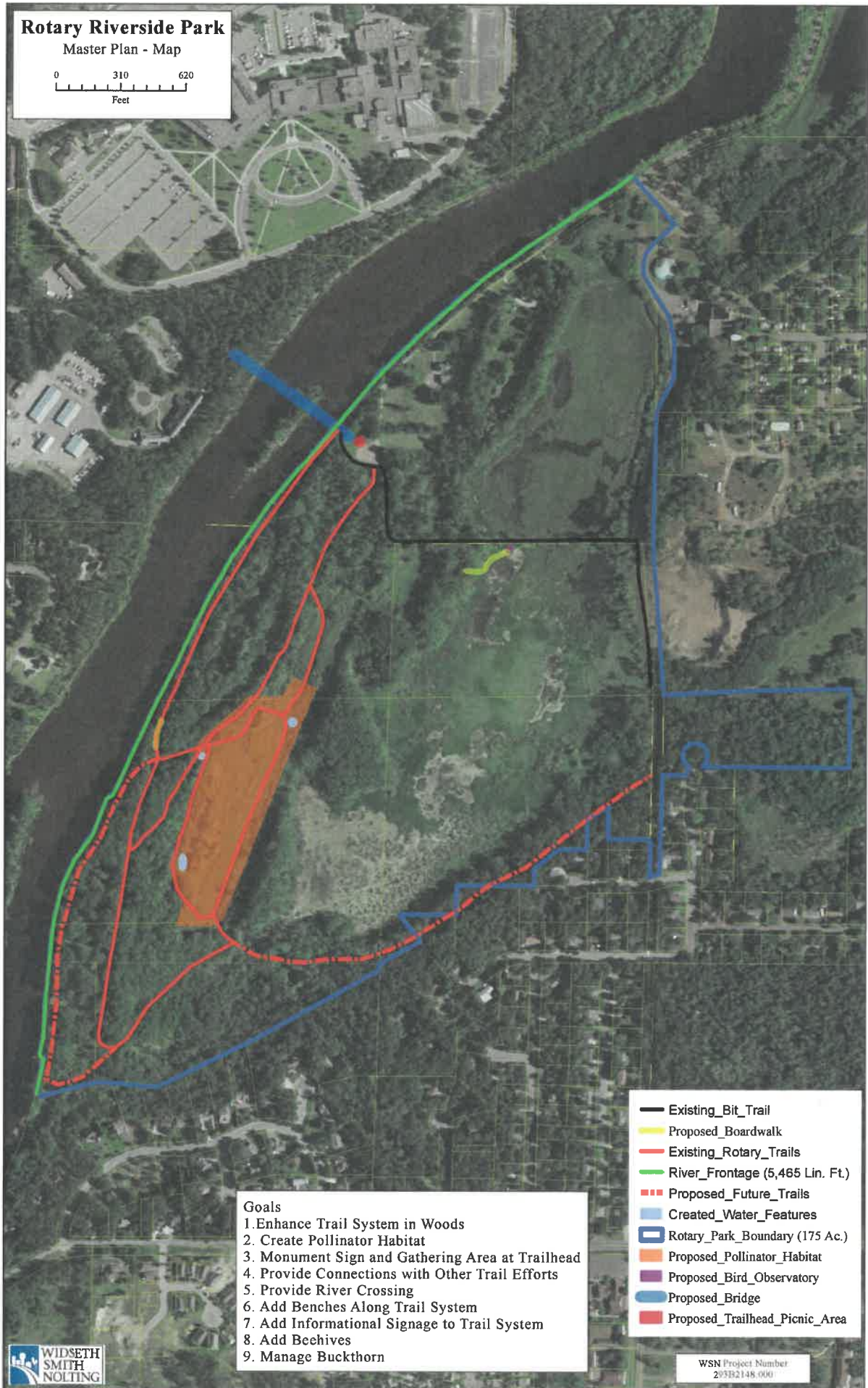
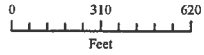
Requested Meeting Date: May 7, 2018

Title of Item: Rotary Riverside Park Addition

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Tony Sailer	Department: Parks and Recreation
Presenter (Name & Title): Tony Sailer, Director	Estimated Time Needed: 5 minutes
Summary of Issue: The Brainerd Rotary Club requested to enlarge Rotary Riverside Park from approximately the dike to Jenny Street (see attached map). Rotary Club member John Forrest met with the City Administrator, BPU superintendent, and Parks and Recreation Director to discuss. Extending the park to Jenny Street would add about 8 acres to the park. The BPU Commission and Park Board agreed to the extension of the park, noting a number of exclusions to the agreement (see attached).	
Alternatives, Options, Effects on Others/Comments: - During the past few years the Brainerd Rotary Club has purchased and donated property to the City for a passive park and continues to pursue additional land. With the additional land the park will be approximately 179 acres. - The area from the dike to Jenny Street is already City property, so no transfer of title is needed.	
Recommended Action/Motion: The Park Board requests approval of the additional property to extend Rotary Park to Jenny Street.	
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>	

Rotary Riverside Park

Master Plan - Map



Goals

1. Enhance Trail System in Woods
2. Create Pollinator Habitat
3. Monument Sign and Gathering Area at Trailhead
4. Provide Connections with Other Trail Efforts
5. Provide River Crossing
6. Add Benches Along Trail System
7. Add Informational Signage to Trail System
8. Add Beehives
9. Manage Buckthorn

- Existing_Bit_Trail
- Proposed_Boardwalk
- Existing_Rotary_Trails
- River_Frontage (5,465 Lin. Ft.)
- Proposed_Future_Trails
- Created_Water_Features
- Rotary_Park_Boundary (175 Ac.)
- Proposed_Pollinator_Habitat
- Proposed_Bird_Observatory
- Proposed_Bridge
- Proposed_Trailhead_Picnic_Area



www.ci.brainerd.mn.us/parks

To: Park Board
City Administrator
From: Tony Sailer, Parks and Recreation Director *TS*
RE: Rotary Park
Date: April 18, 2018

Over the past few years the Brainerd Rotary Club has purchased property south of the Brainerd Public Utilities (BPU) water treatment plant and main pumping station, with the western boundary being the Mississippi River, the eastern boundary the north-south power line which originates in Buffalo Hills-Lions Park and the northern boundary line is the dike, which runs in an east-west direction, and is part of the snowmobile/hiking trail. North of this dike is a swamp used for water plant back wash water disposal.

The Rotary Club donated the property to the City of Brainerd. The donation was approved by the Brainerd Park Board and the City Council and named Rotary Riverside Park. The donation was made with the understanding that the property will remain a "natural" park.

The Rotary Club is also pursuing more land acquisition along the southern and eastern portions of the current park.

In its wish to further enlarge the park, hoping that it may become the largest continuous park in Minnesota, the Rotary Club wishes to expand the northern boundary to Jenny Street, the western boundary being the Mississippi River and the eastern border a continuation of the power line. This area is already City property.

The exception to the northern expansion would be the water treatment plant facilities. The park expansion would not include the BPU water treatment plant, designated by the berm along its western and southern borders, and the main pumping station. Other buildings on the property would remain under the control of BPU.

As part of the agreement the following exclusions will apply:

1. BPU has the first right of refusal regarding any planned infrastructure in the park.
2. Any utility or construction needed to maintain, improve or add to the water plant, main pumping station, well heads, sewer and water lines, etc., will be allowed as deemed necessary by BPU.
3. BPU will have access to all infrastructure, including the sanitary river crossing valve building and outbuildings.
4. The grassy area near the gravel parking lot will be reseeded with natural grasses.
5. A Park Board approved archway to the park will be constructed at the East River Road and Jenny Street intersection. The width of the archway must be a minimum of 22 feet and the height a minimum of 18 feet.



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Final Reading of Proposed Ordinance No. 1480

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☒ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5-10 Minutes
Summary of Issue: At the April 2, 2018 council meeting, the council held the first reading of proposed ordinance no 1480 amending several Brainerd zoning sections to allow microdistilleries and cocktail rooms. The fees are the same as operating an on-sale tap room and for the off-sale of growlers and was subject to city attorney review. Attached is (1) a copy of the public hearing notice; (2) the current draft of the proposed ordinance number 1480; and (3) a red-lined version of the draft ordinance presented on April 2nd.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Hold public hearing and then consideration of holding the final reading and adoption of the ordinance.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

NOTICE OF PUBLIC HEARING

Notice is hereby given that on May 7, 2018 at 7:30 p.m. the City of Brainerd will hold a public hearing concerning the proposed amendment to the Brainerd City Code Section 1200.03 and Section 1010.01 – Permit Issuance of Licenses and Fees for Microdistilleries and Cocktail Rooms.

All interested parties are invited to attend the public hearing in the Brainerd City Hall Council Chambers, 501 Laurel Street at which time you will be given the opportunity to express comments on the issue. Written testimony will also be accepted at the public hearing.

Any Individual needing special accommodations please call (218) 828-2307.

Dated this 24th day of April, 2018

Publication Date: April 26, 2018

**ORDINANCE
NO. 1480**

**AN ORDINANCE AMENDING SECTIONS 1200.03 AND SECTION 1010.01 OF
THE BRAINERD CITY CODE TO PERMIT ISSUANCE OF LICENSES AND
FEES FOR MICRODISTILLERIES AND COCKTAIL ROOMS**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That the Brainerd City Code Section 1200.03 be amended to read as follows (struck out language to be deleted, underlined language to be added):

1200.03 Licensed Required. Subdivision 1. General Requirements. No person, except a wholesaler or manufacturer to the extent authorized under State license, shall directly or indirectly deal in, sell, or keep for sale in the City any intoxicating liquor without a license to do so as provided in the Section. Liquor licenses shall be of ~~eight~~ ten kinds: on-sale, on-sale wine, off-sale, special club licenses, temporary on-sale, Sunday on-sale, on-sale brewer taproom, ~~and~~ off-sale growler, microdistillery/cocktail room, and off-sale distilled spirits.

SECTION TWO: That the Brainerd City Code be amended by inserting a new Subd. 11 into Section 1200.03 of the Brainerd City Code to read as follows:

Subd. 11. Cocktail Rooms. A microdistillery cocktail room license authorizes on-sale of distilled liquor produced by the distiller for consumption on the premises of or adjacent to one distillery location owned by the distiller, subject to the restrictions in this chapter and Minnesota Statutes, Section 340A.22, Subdivision 2, as it may be amended from time to time.

SECTION THREE: That the Brainerd City Code be amended by inserting a new Subd. 12 into Section 1200.03 of Brainerd City Code to read as follows:

Subd 12. Off-sale Distilled Spirits Licenses: An off-sale distilled spirits licenses authorizes off-sale of distilled spirits of one 375 milliliter bottle per customer per day of product manufactured on site, subject to the following requirements: (1) off-sale hours of sale must conform to hours of sale for retail off-sale licensees in the City; and (2) no brand may be sold at the microdistillery unless it is also available for distribution by wholesalers.

SECTION FOUR: That the Brainerd City Code be amended by adding the following to Section 1010.01, Subd. 5. Liquor and Cigarettes of the Brainerd City Code:

<u>Type of License</u>	<u>Section Requiring License</u>	<u>Fee Schedule</u>
On Sale Cocktail Room	1200	\$500
Off Sale Distilled Spirits	1200	\$300

SECTION FIVE: This Ordinance shall take effect and be in force one week after the day of 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 on _____, 2018

**ORDINANCE
NO. 1480**

**AN ORDINANCE AMENDING SECTIONS 1200.03 AND SECTION 1010.01 OF
THE BRAINERD CITY CODE TO PERMIT ISSUANCE OF LICENSES AND
FEES FOR MICRODISTILLERIES AND COCKTAIL ROOMS**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That the Brainerd City Code Section 1200.03 be amended to read as follows (~~struck out language to be deleted, underlined language to be added~~):

1200.03 Licensed Required. Subdivision 1. General Requirements. No person, except a wholesaler or manufacturer to the extent authorized under State license, shall directly or indirectly deal in, sell, or keep for sale in the City any intoxicating liquor without a license to do so as provided in the Section. Liquor licenses shall be of ~~eight~~ ten kinds: on-sale, on-sale wine, off-sale, special club licenses, temporary on-sale, Sunday on-sale, on-sale brewer taproom, ~~and~~ off-sale growler, microdistillery/cocktail room, and off-sale distilled spirits.

~~**SECTION TWO:** That the Brainerd City Code be amended by inserting a new Subd. 10 into Section 1200.03 of the Brainerd City Code to read as follows:~~

~~Subd. 10. Microdistilleries. (a) An on-sale microdistillery license authorizes samples on its premises of distilled spirits manufactured on its premises, in an amount not to exceed 15 milliliters per variety per person. No more than 45 milliliters may be sampled under this paragraph by any person on any day (b) A microdistillery can sell cocktails to the public, pursuant to subdivision 2 of State Statute 340A.22 (c) A microdistillery may not operate a cocktail room under subdivision 2 of State Statute 340A.22 or conduct sales at off-sale under subdivision 4 of State Statute 340A.22 unless at least 50 percent of the annual production of the licensee is processed and distilled on premises. (d) Distilled spirits produced or in production prior to July 1, 2017 are not counted as part of the calculations under paragraph (c).~~

SECTION THREE TWO: That the Brainerd City Code be amended by inserting a new Subd. 11 into Section 1200.03 of the Brainerd City Code to read as follows:

Subd. 11. Cocktail Rooms. A microdistillery cocktail room license authorizes on-sale of distilled liquor produced by the distiller for consumption on the premises of or adjacent to one distillery location owned by the distiller, subject to the restrictions in this chapter and Minnesota Statutes, Section 340A.22, Subdivision 2, as it may be amended from time to time. ~~Notwithstanding section 340A.504, subdivision 3, a cocktail room may be open and may conduct on-sale business on Sundays if authorized by the municipality.~~

SECTION FOUR THREE: That the Brainerd City Code be amended by inserting a new Subd. 12 into Section 1200.03 of Brainerd City Code to read as follows:

Subd 12. Off-sale Distilled Spirits Licenses: An off-sale distilled spirits licenses authorizes off-sale of distilled spirits of one 375 milliliter bottle per customer per day of product manufactured on site, subject to the following requirements: (1) off-sale hours of sale must conform to hours of sale for retail off-sale licensees in the ~~licensing municipality~~ City; and (2) no brand may be sold at the microdistillery unless it is also available for distribution by wholesalers.

SECTION FIVE FOUR: That the Brainerd City Code be amended by adding the following to Section 1010.01, Subd. 5. Liquor and Cigarettes of the Brainerd City Code:

<u>Type of License</u>	<u>Section Requiring License</u>	<u>Fee Schedule</u>
On Sale Cocktail Room	1200	\$500
Off Sale Distilled Spirits	1200	\$300

SECTION SIX FIVE: This Ordinance shall take effect and be in force one week after the day of 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 on ____, 2018



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Council Retreat

☐ 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: Cassandra Torstenson	Department: Administration
Presenter (Name & Title): Cassandra Torstenson	Estimated Time Needed: 5 minutes
Summary of Issue: Would like to hold a council retreat to discuss the goals for the 2019 budget, review the facility study, and discuss other timely items.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Approve Council retreat request. Choose a date. Potential meeting dates: Saturday June 23rd, Monday 25th, or Saturday 30th.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

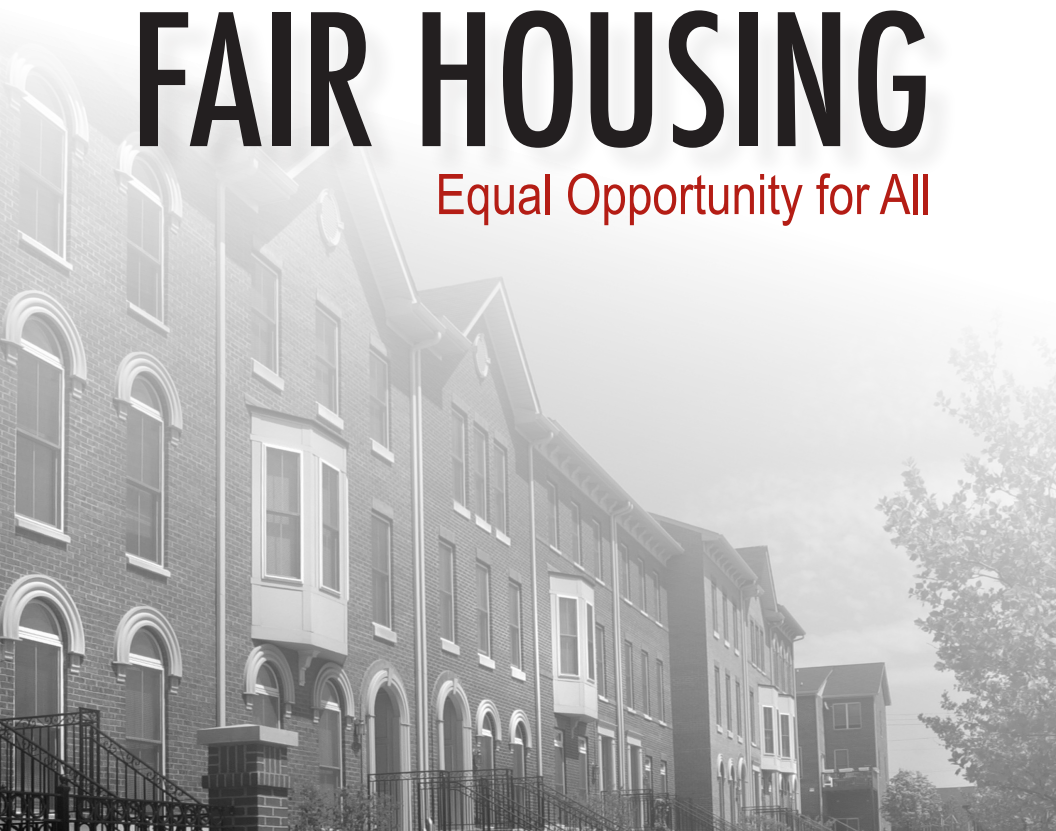
Title of Item: Discussion of Fair Housing Standards

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): City and HRA Staff	Estimated Time Needed: 5 Minutes
Summary of Issue: As part of the SCDP grants, we are required to have perform a different fair housing activity each year that a grant is open. One of the eligible activities is to have a fair housing discussion on the agenda of a city council meeting. Attached is the Fair Housing Brochure from HUD to assist in the discussion about fair housing.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Discussion of fair housing.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



FAIR HOUSING

Equal Opportunity for All



U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity



Please visit our website: www.hud.gov/fairhousing





FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL

America, in every way, represents equality of opportunity for all persons. The rich diversity of its citizens and the spirit of unity that binds us all symbolize the principles of freedom and justice upon which this nation was founded. That is why it is extremely disturbing when new immigrants, minorities, families with children, and persons with disabilities are denied the housing of their choice because of illegal discrimination.

The Department of Housing and Urban Development (HUD) enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments – in nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

Equal access to rental housing and homeownership opportunities is the cornerstone of this nation’s federal housing policy. Housing providers who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue enforcement actions against them.

Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. HUD is committed to ensuring that everyone is treated equally when searching for a place to call home.

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THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

WHAT HOUSING IS COVERED?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

WHAT IS PROHIBITED?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Otherwise deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental

- For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or
- Deny any person access to, membership or participation in, any organization, facility or service (such as a multiple listing service) related to the sale or rental of dwellings, or discriminate against any person in the terms or conditions of such access, membership or participation.

In Mortgage Lending: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.
- In addition, it is a violation of the Fair Housing Act to:
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right
- Make, print, or publish any statement, in connection with the sale or rental of a dwelling, which indicates a preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act
- Refuse to provide homeowners insurance coverage for a dwelling because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Discriminate in the terms or conditions of homeowners insurance coverage because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling

- Refuse to provide available information on the full range of homeowners insurance coverage options available because of the race, etc. of the owner and/or occupants of a dwelling
- Make print or publish any statement, in connection with the provision of homeowners insurance coverage, that indicates a preference, limitation or discrimination based on race, color, religion, sex, disability, familial status or national origin.

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, a housing provider may not:
 - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if it may be necessary to assure that she can have access to her apartment.

However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Accessibility Requirements for New Multifamily Buildings: In buildings with four or more units that were first occupied after March 13, 1991, and that have an elevator:

- Public and common use areas must be accessible to persons with disabilities
- All doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and was first occupied after March 13, 1991, these standards apply to ground floor units only.

These accessibility requirements for new multifamily buildings do not replace more stringent accessibility standards required under State or local law.

The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age (familial status). Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (including adoptive or foster parents).

The “Housing for Older Persons” Exemption: The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the “housing for older persons” exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
- Intended for, and solely occupied by persons 62 years of age or older; or
- Intended and operated for occupancy by persons 55 years of age or older.

In order to qualify for the “55 or older” housing exemption, a facility or community must satisfy each of the following requirements:

- at least 80 percent of the units must have at least one occupant who is 55 years of age or older; and

- the facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as “55 or older” housing; and
- the facility or community must comply with HUD’s regulatory requirements for age verification of residents.

The “housing for older persons” exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may file a complaint online, write a letter or telephone the HUD office nearest you. You have one year after the alleged discrimination occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation.

Where to Write or Call: File a complaint online, send a letter to the HUD office nearest you, or if you wish, you may call that office directly. Persons who are deaf or hard of hearing and use a TTY, may call those offices through the toll-free Federal Information Relay Service at 1-800-877-8339.

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont:

BOSTON REGIONAL OFFICE

(Complaints_office_01@hud.gov)

U.S. Department of Housing and Urban Development

Thomas P. O'Neill Jr. Federal Building

10 Causeway Street, Room 321

Boston, MA 02222-1092

Telephone (617) 994-8300 or 1-800-827-5005

Fax (617) 565-7313 * TTY (617) 565-5453

For New Jersey, New York, Puerto Rico and the U.S. Virgin Islands:

NEW YORK REGIONAL OFFICE

(Complaints_office_02@hud.gov)

U.S. Department of Housing and Urban Development

26 Federal Plaza, Room 3532

New York, NY 10278-0068

Telephone (212) 542-7519 or 1-800-496-4294

Fax (212) 264-9829 * TTY (212) 264-0927

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia:

PHILADELPHIA REGIONAL OFFICE

(Complaints_office_03@hud.gov)

U.S. Department of Housing and Urban Development

The Wanamaker Building

100 Penn Square East

Philadelphia, PA 19107-9344

Telephone (215) 861-7646 or 1-888-799-2085

Fax (215) 656-3449 * TTY (215) 656-3450

For Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:

ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)

U.S. Department of Housing and Urban Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

Telephone (404) 331-5140 or 1-800-440-8091 x2493

Fax (404) 331-1021 * TTY (404) 730-2654

For Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin:

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)

U.S. Department of Housing and Urban Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone 1-800-765-9372

Fax (312) 886-2837 * TTY (312) 353-7143

For Arkansas, Louisiana, New Mexico, Oklahoma and Texas:

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)

U.S. Department of Housing and Urban Development

801 Cherry Street

Suite 2500, Unit #45

Fort Worth, TX 76102-6803

Telephone (817) 978-5900 or 1-888-560-8913

Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE

(Complaints_office_07@hud.gov)
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 * TTY (913) 551-6972

For Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming:

DENVER REGIONAL OFFICE

(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE

(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE

(Complaints_office_10@hud.gov)
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 * TTY (206) 220-5185

If after contacting the local office nearest you, you still have questions – you may contact HUD further at:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275
www.hud.gov/fairhousing

If You Are Disabled: HUD also provides:

- A TTY phone for the deaf/hard of hearing users (see above list for the nearest HUD office)
- Interpreters, Tapes and Braille materials
- Assistance in reading and completing forms

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

HUD will notify you in writing when your complaint is accepted for filing under the Fair Housing Act. HUD also will:

- Notify the alleged violator (respondent) of the filing of your complaint, and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint, and determine whether or not there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint, and provide reason for the delay.

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a Conciliation Agreement.

A Conciliation Agreement provides individual relief to you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated breached your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

Complaint Referrals to State or Local Public Fair Housing Agencies:

If HUD has certified that your State or local public fair housing agency enforces a civil rights law or ordinance that provides rights, remedies and protections that are “substantially equivalent” to the Fair Housing Act, HUD must promptly refer your complaint to that agency for investigation, and must promptly notify you of the referral. The State or local agency will investigate your complaint under the “substantially equivalent” State or local civil rights law or ordinance. The State or local public fair housing agency must start investigating your complaint within 30 days of HUD’s referral, or HUD may retrieve (“reactivate”) the complaint for investigation under the Fair Housing Act.

WHAT HAPPENS IF I’M GOING TO LOSE MY HOUSING THROUGH EVICTION OR SALE?

If you need immediate help to stop or prevent a severe problem caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the U.S. Department of Justice to file a Motion in Federal District Court for a Temporary Restraining Order (TRO) against the respondent, followed by a Preliminary Injunction pending the outcome of HUD’s investigation. A Federal Judge may grant a TRO or a Preliminary Injunction against a respondent in cases where:

- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD's intervention; and
- There is substantial evidence that the respondent has violated the Fair Housing Act.

Example: An owner agrees to sell a house, but, after discovering that the buyers are black, pulls the house off the market, then promptly lists it for sale again. The buyers file a discrimination complaint with HUD. HUD may authorize the U.S. Department of Justice to seek an injunction in Federal District Court to prevent the owner from selling the house to anyone else until HUD investigates the complaint.

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

Determination of Reasonable Cause, Charge of Discrimination, and Election: When your complaint investigation is complete, HUD will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against you, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s). You and the respondent(s) have twenty (20) days after receiving notice of the Charge to decide whether to have your case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

HUD Administrative Law Judge Hearing: If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD ALJ. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also

choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay a civil penalty to HUD to vindicate the public interest. The maximum civil penalties are: \$16,000, for a first violation of the Act; \$37,500 if a previous violation has occurred within the preceding five-year period; and \$65,000 if two or more previous violations have occurred within the preceding seven-year period.

Civil Trial in Federal District Court: If either you or the respondent elects to have a Federal civil trial for your complaint, HUD must refer your case to the U.S. Department of Justice for enforcement. The U.S. Department of Justice will file a civil lawsuit on your behalf in the U.S. District Court in the district in which the discrimination allegedly occurred. You also may choose to intervene in the case and retain your own attorney. Either you or the respondent may request a jury trial, and you each have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. If the Federal Court decides in your favor, a Judge or jury may order the respondent(s) to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay punitive damages to you.

Determination of No Reasonable Cause and Dismissal: If HUD finds that there is no reasonable cause to believe that the respondent(s) violated the Act, HUD will dismiss your complaint with a Determination of No Reasonable Cause. HUD will notify you and the respondent(s) of the dismissal by mail, and you may request a copy of the Final Investigative Report.

Reconsiderations of No Reasonable Cause Determinations: The Fair Housing Act provides no formal appeal process for complaints dismissed by HUD. However, if your complaint is dismissed with a Determination of No Reasonable Cause, you may submit a written request for a reconsideration review to: Director, FHEO Office of Enforcement, U.S. Department of Housing and Urban Development, 451 7th Street, SW, Room 5206, Washington, DC 20410-2000.

IN ADDITION

You May File a Private Lawsuit: You may file a private civil lawsuit without first filing a complaint with HUD. You must file your lawsuit within two (2) years of the most recent date of alleged discriminatory action.

If you do file a complaint with HUD and even if HUD dismisses your complaint, the Fair Housing Act gives you the right to file a private civil lawsuit against the respondent(s) in Federal District Court. The time during which HUD was processing your complaint is not counted in the 2-year filing period. You must file your lawsuit at your own expense; however, if you cannot afford an attorney, the Court may appoint one for you.

Even if HUD is still processing your complaint, you may file a private civil lawsuit against the respondent, unless (1) you have already signed a HUD Conciliation Agreement to resolve your HUD complaint; or (2) a HUD Administrative Law Judge has commenced an Administrative Hearing for your complaint.

Other Tools to Combat Housing Discrimination:

- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.



Notes

FAIR HOUSING Equal Opportunity for All



Notes

FAIR HOUSING Equal Opportunity for All



Notes

FAIR HOUSING Equal Opportunity for All

For Further Information

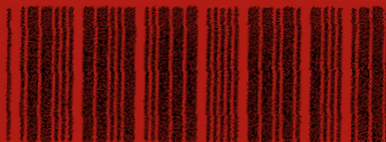
The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-10.



CONNECT WITH HUD



Department of Housing and Urban Development
Room 5204
Washington, DC 20410-2000



02305





Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Discussion of Liquor Zones and Licenses

☐ 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: Cassandra Torstenson	Department: Administration
Presenter (Name & Title): City Staff	Estimated Time Needed: 5-10 Minutes
Summary of Issue: Several months ago, Council directed staff to review the City's liquor zones. Staff started to review the liquor zones and the City's ordinances regarding full on-sale liquor licenses for bars and restaurants, and the definition of a restaurant. We have concluded that we need to do a in-depth review of the ordinances to make sure we are in compliance with the number of licenses and understanding of the ordinances. Therefore we request council to consider adopting the resolution which would put a hold on the issuance of any new on-sale liquor licenses until the study is complete.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Staff's recommendation would be to pass the attached resolution holding issuance of new on-sale liquor licenses in abeyance pending determination of the status of the licensing limitations set forth in section 1200.21 of the City Code.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

RESOLUTION NO.

RESOLUTION HOLDING ISSUANCE OF NEW ON-SALE LIQUOR LICENSES IN ABEYANCE PENDING DETERMINATION OF THE STATUS OF THE LICENSING LIMITATIONS SET FORTH IN SECTION 1200.21 OF THE CITY CODE

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

Section 1. Recitals.

1.01. The City has established On-Sale Liquor Zones and has imposed certain limitations regarding the issuance of on-sale liquor licenses within the On-Sale Liquor Zones, as set forth in Section 1200.21 of the City Code.

1.02. The limitations regarding the total number of on-sale liquor licenses that may be issued set forth in Section 1200.21 of the City Code depend upon a number of factors, including whether an establishment constitutes a bona fide restaurant, an eating establishment, or another eligible facility where serving and sale of liquor is only incidental to the principal business use.

1.03 The limitations regarding the issuance of on-sale liquor licenses within the On-Sale Liquor Zones also depend upon the number of licensed establishments that existed as of January 1, 2001, as well as whether any such licenses have transferred to new owners or have moved from one location in the On-Sale Liquor Zones to another location in the On-Sale Liquor Zones.

1.04 City Staff have indicated that it has become increasingly difficult to ascertain the status of the licensing limitations set forth in Section 1200.21 of the City Code, including: 1) which existing establishments in the On-Sale Liquor Zones, if any, may be exempt from the requirements of Section 1200.21 of the City Code; 2) which existing establishments in the On-Sale Liquor Zones, if any, are bona fide restaurants, eating establishments, or another eligible facilities where serving and sale of liquor is only incidental to the principal business use; and 3) whether there is capacity under the current City Code to issue any additional on-sale liquor licenses in the On-Sale Liquor Zones.

1.05 City Staff have indicated that it will take approximately **six months** to gather the information necessary to ascertain the status of the licensing limitations set forth in Section 1200.21 of the City Code, and that until such information is gathered City Staff are unable to determine whether there is capacity under Section 1200.21 of the City Code for the City to issue additional on-sale liquor licenses in the On-Sale Liquor Zones.

Section 2. Abeance of Issuance of New On-Sale Liquor Licenses.

2.01 The Council hereby directs City Staff to gather the information necessary to determine ascertain the status of the licensing limitations set forth in Section 1200.21 of the City Code, including: 1) which existing establishments in the On-Sale Liquor Zones, if any, may be exempt from the requirements of Section 1200.21 of the City Code; 2) which existing establishments in the On-Sale Liquor Zones, if any, are bona fide restaurants, eating establishments, or another eligible facilities where serving and sale of liquor is only incidental to the principal business use; and 3) whether there is capacity under the current City Code to issue any additional on-sale liquor licenses in the On-Sale Liquor Zones.

2.02 The Council hereby directs City Staff to report back to the Council regarding the status of the licensing limitations set forth in Section 1200.21 of the City Code within **six months.**

2.03 The Council hereby directs City Staff to hold all applications for new on-sale liquor licenses in abeyance until further notice, and pending Council review of the report regarding the status of the licensing limitations set forth in Section 1200.21 of the City Code.

Adopted this ____ day of ____, 2018

DAVID J. PRITSCHET
President of the Council

Approved this ____ day of ____, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Public Hearing - Vine Street Vacation

☐ 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 1st Reading
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 15 Minutes
Summary of Issue: A public hearing was scheduled for the May 7, 2018 Council Meeting at the February 20, 2018 Council Meeting to hear testimony for or against a proposed vacation of Vine Street west of S 4th Street Street in Harrison and White's Addition to the City of Brainerd.	
Alternatives, Options, Effects on Others/Comments: Staff received a valid petition from Julie Walsh, the owner of 323 Vine Street, which is the property that lies directly north of the proposed vacation. A previous vacation from 1959 vacated the south 45 foot portion of Vine Street in this same location which left a 15 foot sliver of property which lies between Ms. Walsh's property and the vacated 45 feet of Vine Street. See the vacation document attached. Written notice was served to the Commissioner of the DNR about the proposed vacation, as per MS 412.851, 60 days prior to the hearing. Staff have received notice that the DNR would not be commenting on this vacation. Two other written letters from a property owner and the Riverfront Committee were also received by staff, in which talk against the proposed vacation. In staff's view, because of the letters from the public, Riverfront Committee, and the potential for this property to be used in the future, either for a trail connection or a storm sewer outfall, staff views this vacation as not in the best interest of the public, as this property may serve public interest in the future, and is recommending the council deny the petition to vacate. If the Council wishes to approve the vacation, a resolution in which approves the vacation can be seen attached to this request.	
Recommended Action/Motion: Staff recommends denial of the vacation request, as it deems that the vacation is not in the interest of the public, and may be used to public benefit in the future. As stated previously, if the council wishes to grant the vacation, a resolution approving the vacation is attached.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

E COLLEGE DR



PROPOSED VACATION

S 4TH ST

SYCAMORE ST

TAMARAC ST

S 5TH ST

VINE ST

S 6TH ST

WILLOW ST

PARK ST

MARY ST



E COLLEGE DR

SYCAMORE ST

S 4TH ST

TAMARAC ST

VINE ST

S 6TH ST

WILLOW ST

MARY ST

PARK ST

PROPOSED
VACATION

PETITION FOR STREET OR ALLEY VACATION

Date February 26, 2018

Brainerd, Minnesota

To the City Council of Brainerd, Minnesota:

We, the undersigned, owners of real estate abutting on the following described street or alley hereby petition that such street be vacated as follows:

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.

in accordance with the provisions of Brainerd City Code Section 810.

<u>NAME</u>	<u>ADDRESS</u>	<u>LOT</u>	<u>BLOCK</u>	<u>ADDITION</u>
Julie Walsh	323 Vine Street	1	3	Harrison and White's Addition to the City of Brainerd

STATE OF MINNESOTA }
 } ss
COUNTY OF CROW WING }

Julie Walsh , being duly sworn on oath, deposes and says that he/she is the property owner in regard to the above entitled petition; that he/she has read the foregoing petition which includes the signatures of abutting property owners and knows the contents and signatures thereof; and that the same are true of his own knowledge, save and except as to those matters therein stated on information and belief, and to such matters, he/she believes it to be true.

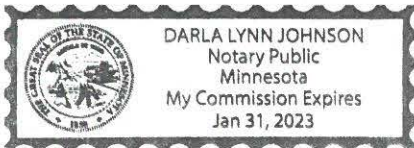


Subscribed and sworn to before me

this 20th day of Feb, 2018



Notary Public



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)
COUNTY OF CROW WING) ss

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.

Walter Fall
City Clerk, City of Brainerd
Crow Wing County, Minnesota

192941

County of Brow Ward

I hereby certify that the within instrument was filed for record on the 24th day of Sept. 1859 at 5 o'clock P.M.

144

Stade 276

Register of Deaths

RECEIVED

MAR 05 2011

CITY OF BRAINERD
ADMINISTRATION

To the Powers That Be:

In your continuing efforts to make Brainerd more attractive/enticing/livable to residents and visitors DON'T let this irreplaceable piece of Public Property get away!

This strip of land connects the wide beautiful sidewalks of South 4th & Willow streets to our wonderful walking/biking paths around Boom Lake, Kiwanis Park, the dog park & beyond to the river & the fabulous Buffalo Hills biking/hiking trail.

This strategically located, irreplaceable piece of land could be utilized as a walking/hiking connecting trail that would allow walkers/etc. to walk/skate/etc. from Downtown Brainerd to our under-utilized, under-promoted gem, Boom Lake Park, paths, and the many other amenities. And enable reaching them without having to walk in any streets. In fact, separated/protected by curbs from vehicle traffic. What an appealing enticement to ALL of us!

PLEASE DON'T ALLOW this irreplaceable piece of PUBLIC LAND get away!

A concerned citizen who loves Brainerd



BRAINERD RIVERFRONT COMMITTEE

CHAIRMAN, ROD OSTERLOH

CELL: 218-831-1301

OSTERLOH@CLOSECONVERSE.COM

April 25, 2018

City of Brainerd
Attn: City Council
Attn: Mr. David Pritschet, Council President
501 Laurel Street
Brainerd, MN 56401

Dear City Council Members,

This letter is in response to the application for right-of-way vacation along Willow and Vine Street and adjacent to Boom Lake. The Brainerd Riverfront Committee supports the continued city ownership of this right-of-way.

This particular right-of-way is one of a larger network of potential connections, greenways, and thoroughfares that could build stronger connections to our city parks, open spaces, and sensitive environmental areas. This right-of-way is directly adjacent to Boom Lake which offers scenic views, unique trail experiences, viewing opportunities and vistas that will strengthen the city's park and trail network. Relinquishing ownership of this corridor is premature because we don't yet know how it plays into the bigger plans for neighborhood connection to the parks and trails along the Mississippi River.

The right-of-way is strategically located on the northern edge of the Mississippi River park and trail network. In maintaining this right-of-way under city ownership, it's possible that residents could access Boom Lake through this corridor and continue their recreation experience through Boom Lake, Kiwanis Park, Buster Dog Park, Buffalo Hills Trail and Rotary Riverside Park. This possible access could also be an invitation to pull downtown visitors into the off-street trail network. Once this connection is gone, it would be more expensive to recreate this link and we believe it can be vacated at a different time if it's not a needed connection.

In a public effort to enhance our livability, walkability and quality of life in the City of Brainerd we encourage our city leaders to maintain ownership of this right-of-way.

Respectfully Submitted,

ROD OSTERLOH
BRAINERD RIVERFRONT COMMITTEE CHAIRMAN

JOHN FORREST,
BRAINERD RIVERFRONT COMMITTEE

**RESOLUTION
NO.**

RESOLUTION VACATING STREET

WHEREAS, a hearing was duly held on May 7, 2018 for the proposed vacation of the following described Street:

The 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.

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

1. That the Street as previously described is hereby vacated.
2. The City of Brainerd, however, specifically reserves unto itself an easement for utilities over, under, and upon said portion of the vacated street.

Adopted this ____ day of May 2018

DAVID J. PRITSCHET
President of the Council

Approved this ____ day of May 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



MINNESOTA DEPARTMENT OF NATURAL RESOURCES
NORTHEAST REGION
1201 E HWY 2
GRAND RAPIDS, MN 56744
218-328-8780

May 2, 2018

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

RE: Proposed vacation of road: Vine Street Vacation in Harrison and White's Addition to the City of Brainerd, Crow Wing County, Minnesota.

Dear Mr. Sandy,

Thank you for seeking input from the Department of Natural Resources (DNR) regarding the proposal to vacate a portion of road dedicated to the public. Your letter was forwarded to me to review and provide comments as required by Minnesota Statutes § 412.851.

Typically the DNR opposes road vacations running to, or abutting, public waters. After review of your proposed road vacation the DNR has no objection. The original road as platted to the public does not appear to have any public use. There is other public property that provides parking and access to Boom Lake. One consideration would be for the City to confirm the pedestrian trail on the east side of Boom Lake is not situated on the property to be vacated.

The DNR acknowledges the property may serve to provide public shore fishing and natural shoreline habitat. Please encourage the petitioning landowner to adopt shoreline best management practices. Resources on shore land management can be found on the DNR website at www.dnr.state.mn.us/shorelandmgmt/index.html

Thank you for the opportunity to comment on the proposed vacation. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Kelling', written over a horizontal line.

Scott Kelling, NE Region Parks and Trails Manager on behalf of
Patty Thielen, NE Regional Director

cc: Nancy Stewart, MNDNR Parks and Trails
Wade Miller, Division of Parks and Trails



mndnr.gov

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Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: Conditional Use Permit - Parking Lot in a B-1 District for a Use Permitted in a B-6 District Located Across An Alley

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Mark Ostgarden, City Planner	Department: Planning
Presenter (Name & Title): Same	Estimated Time Needed: 15 minutes
Summary of Issue: Property owners, B.A. Doer LLC, 20410 98th Place, Kent, WA 98031; Deborah Hulke, Personal Representative for John E. Bailey, 212 2nd St. N, Brainerd, MN 56401 and Shingobee Builders, 669 N. Medina St., Loretto MN 55357 representing the Thrifty White Company, have requested a Conditional Use Permit for a Thrifty White Pharmacy parking lot at the southeast corner of Kingwood Street and 2nd Street N in a B-1 (Residential Office) District. The pharmacy building will be located across the alley in the B-6 (Washington Street Commercial) District.	
Alternatives, Options, Effects on Others/Comments: 1. Approve the request with the conditions as recommended by the Planning Commission. 2. Approve the request without the conditions recommended by the Planning Commission. 3. Approve the request with conditions the City Council thinks appropriate. 2. Deny the request. If the request is denied, findings will be required to support the decision. Attached is the Staff Report, meeting minutes and Finding of Facts. Also attached is the letter from Shingobee Real Estate Company LLC e-mailed to the City Council. It includes the comments from the Planning Department.	
Recommended Action/Motion: The Planning Commission voted to recommend approval. Motion by _____ and 2nd by _____ to approve a Conditional Use Permit to construct a parking lot at the southeast corner of Kingwood Street and 2nd Street N. based on the site plan reviewed by the Planning Commission at its April 18, 2018 meeting and its recommended findings of fact and conditions (see minutes). Motion by _____ and 2nd by _____ to approve a Conditional Use Permit to construct a parking lot at the southeast corner of Kingwood Street and 2nd Street N. based on the site plan reviewed by the Planning Commission at its April 18, 2018 meeting and the recommended findings of fact. Motion by _____ and 2nd by _____ to approve a Conditional Use Permit to construct a parking lot at the southeast corner of Kingwood Street and 2nd Street N. based on the site plan reviewed by the Planning Commission at its April 18, 2018 meeting its recommended findings of fact and the following conditions:	
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>	

STAFF REPORT TO THE PLANNING COMMISSION

April 18, 2018

UPDATED APRIL 20, 2018

CONDITIONAL USE PERMIT

APPLICANT/LOCATION: B.A. Doer LLC, 20410 98th Place, Kent, WA 98031; Deborah Hulke, Personal Representative for John E. Bailey, 212 2nd St. N, Brainerd, MN 56401 and Shingobee Builders, 669 N. Medina St., Loretto MN 55357

REQUESTED ACTION: Allow a parking lot in a B-1 (Residential Office) District across an alley from a use permitted in a B-6 (Washington Street Commercial) District

AREA: 93' x 150' = 13,950 sq. ft. .33 acres

ADJACENT USES: North: Residential
East: Residential
South: Redeveloped Commercial
West: Commercial

ADJACENT ZONING: North: R-1 (Single Family Residential) District
East: B-1 (Residential Office) District
South: B-6 (Washington Street Commercial) District
West: B-1 (Residential Office) District

REPORT

A. Criteria for Granting Conditional Use Permits. In granting a Conditional Use Permit, the City Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals and general welfare of occupants or surrounding lands. Among other things, the City Council shall make the following findings where applicable.

1. The proposed use conforms to the district and conditional use provisions and all general regulations of this Ordinance.

In no other zoning district is a parking lot identified as a principle use of a parcel by right, interim use or conditional use. Zoning Ordinance Chapter 22: Off-Street parking does specify setbacks for parking lots. Until more specific setbacks are identified, the following section of Chapter 22 would apply:

Non-residential uses in residential Zoning Districts and uses in all other zoning districts, driveways and parking stalls shall be set back a minimum of three (3) feet from side and rear property lines.

There are no front yard and street side yard setbacks identified. Following are the proposed setbacks:

- Front – 20’
- Street side yard – 5’
- Interior side yard – 25’
- Rear yard – 10’

The setbacks will provide area to install required parking lot screening.

A lighting plan for the parking lot has been submitted and is included with the packet. The following maximum light trespass requirements and performance standards apply and have been met:

515-18-4: Light Trespass.

Maximum Light Levels. Light trespass shall not exceed one (1) foot candle at the center line of a public street or four-tenths (0.4) foot candles at the property line of adjacent residential property as measured at the property line per the method outlined in Section 515-18-4. B of this Ordinance.

There are a couple 1.3 and a 1.2-foot candle reading at the north side sidewalk and .5 along the east property line. The plan does not provided information to verify the levels will be reduced to 1-foot candle at the street center line.

Shingobee Builders is aware of this and is working on an updated lighting plan.

UPDATE

Following the Planning Commission meeting a revised lighting plan that complies with the above standards has been submitted for the 25’ tall lights. Should the City council require the lights to be 13’ tall a revised light plan will need to be provided.

515-18-5: Performance Standards.

Business/Industrial District Standards. All exterior lighting shall be directed away from adjoining residential property or from any public right-of-way. All lighting shall be installed in accordance with the following provisions:

The luminaire shall contain a full cut off fixture which directs and cuts off light at an angle of ninety (90) degrees or less.

The maximum height of the fixture, pole and base above the ground grade permitted for light sources is thirty (30) feet.

The light source of an outdoor light fixture shall be set back a minimum of three (3) feet from a street right-of-way or residential property and three (3) feet from any other property line.

2. The proposed use meets all special standards which may apply to its class of conditional uses as set forth in this section.

The special B-1 District standards for this class of conditional use are:

Parking Lots provided that:

1. *The parking lot shall be adjacent to or across an alley from an allowed B-6 (Washington Street Commercial) District use.*
2. *The parking lot parcel(s) shall be no wider than the boundary line of the primary parcel on which the associated B-6 use is located.*
3. *Overnight parking will be limited to vehicles owned and operated by the business associated with the B-6 site.*
4. *Alley improvements desired by the adjacent property owner shall be approved by the City of Brainerd and improved at the requesting party's expense.*

The parking lot location complies with #1 and #2 of the conditions. Number three will need to be monitored and the property owner will comply with #4.

515-20-3: General Landscaping.

Required Tree Planting. Except for single family and two-family lots and parcels developed prior to the adoption of this Ordinance, new development shall have a mixture of evergreen and deciduous trees planted at the rate of one (1) tree per three thousand (3,000) square feet or portion thereof of any unpaved open area remaining after development for which specific landscaping requirements do not appear in this Section. Required trees may be planted at uniform intervals, at random, or in groupings. Newly planted trees shall comply with the requirements of this Ordinance. Trees retained on site following development can be reduced from the total required plantings.

The site area 13,950 sq. ft./3,000 sq. ft./tree = 5 required trees and 6 are provided.

515-20-4: Green Space.

When development or redevelopment occurs on existing sites the required green space may be reduced to ten (10) percent of the total site and the fifty (50) percent distribution requirements remain in effect.

Ten percent of the 13,950 sq. ft. site area = 1,395 sq. ft. of green space. The green space on the east side of the parking lot alone is approximately is 3,750 sq. ft.

515-20-5: Screening.

Landscaping Plan. Prior to approval of a building permit, a landscape plan and specification requirements shall be approved including size of plantings, species and site location, as follows.

All landscaping incorporated in said plan shall conform to the following standards and criteria:

All plants must at least equal the following minimum size (as specified in the Zoning Ordinance).

A landscape plan has been submitted and is included with the packet. The plant size information is listed in the Zoning Ordinance and not provided with the report.

515-20-9: Parking Lots.

All exposed parking areas of ten (10) or more required spaces in a front and side street yard shall be screened with landscaping not less than three (3) feet or more than four (4) feet in height. The landscaping shall maintain a year-round fifty (50) percent opacity.

A landscape plan has been submitted that depicts the screening along the street frontages and the interior side lot line. The planting plan is intended to meet the 50% year around screening requirements.

- 3. *The proposed use shall not involve any element or cause any condition that may be dangerous, injurious, or noxious to any other property or persons.***

See Fire, Police and Building Department comments.

- 4. *The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.***

The parking lot has been designed so parking stalls are oriented in an east/west direction. At night, headlights from north bound vehicles entering the lot will be screened from the residential property across Kingwood Street.

Landscaping which will include a mixture of trees and shrubs will be installed along the west east and south side of the parking lot.

- 5. *The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.***

It is difficult to conclude that the parking lot meets this finding. However, parking lots in this neighborhood have arguably already changed the character of this section of Kingwood Street. The photos below depict a parking lot across the street from the proposed lot and a parking lot at the east end of the block at N. 3rd and Kingwood Street.

Hardees Lot



Lot at Kingwood Street and N.3rd Street



6. *The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood.*

Access to the parking lot will be via an alley onto North 2nd Street. No other access to North 2nd or to Kingwood Streets are planned. East bound traffic leaving the parking lot may choose to use the light at North 4th Street rather than attempt a left turn from North 2nd Street onto Washington Street.

7. *The proposed use shall preserve the objectives of this Ordinance and shall be consistent with the Comprehensive Plan.*

The objectives of the Zoning Ordinance are:

515-1-2: Intent and Purpose.

- A. *Protect the public health, safety, and general welfare of the community and its people through the establishment of minimum regulations governing development and use.*

- B. *This Ordinance shall divide the City into use districts and establish regulations in regard to location, erection, construction, reconstruction, alteration and use of structures and land.*
- C. *Protect neighborhoods.*
- D. *Promote orderly development and redevelopment of land for residential, commercial, industrial, recreational and public areas.*
- E. *Provide adequate light, air, and convenience of access to property.*
- F. *Prevent congestion in the public right-of-way.*
- G. *Prevent overcrowding of land and undue concentration of structures by regulating land, buildings, yards, and density of population.*
- H. *Protect and preserve the natural environment of the City.*
- I. *Encourage the protection of historic and aesthetic resources in the City.*
- J. *Conserve energy through the use of alternative energy systems and conservation through the encouragement of energy efficient structures for commercial, industrial and residential uses.*
- K. *Provide for compatibility of different land uses.*

The parking lot will have no adverse effects on the objectives of the Zoning Ordinance.

The following Comprehensive Plan Goal and Strategy supports the proposal:
*General Goal #3: **Promote community spirit and unity and enhance Brainerd's character and identity.***

Strategy

Support the redevelopment of vacant and abandoned sites within the urban core.

Whether the parking lot enhances Brainerd's character and identity is debatable. However, the parking lot is supported by the above strategy.

B. Requirements for Granting Conditional Use Permits. In permitting a new conditional use or the alteration of an existing conditional use, the following requirements shall be met where applicable:

1. *Fire Protection. Fire prevention and firefighting equipment acceptable to the Board of Fire Underwriters shall be readily available when any activity involving the handling or storage of flammable or explosive materials is carried on.*
2. *Electrical Disturbance. No activity shall cause electrical disturbance adversely affecting radio or other equipment in the vicinity.*
3. *Noise. Noise which is determined to be objectionable because of volume, frequency, or beat shall be muffled or otherwise controlled subject to MPCA standards. Fire sirens and related apparatus used solely for public purpose shall be exempt from this requirement.*
4. *Vibrations. Vibrations detectable without instruments on neighboring property in any district shall be prohibited.*
5. *Odors. No odorous gas or matter shall be permitted which is discernible on any adjoining lot or property.*

6. *Air Pollution. No pollution of air by flying ash, dust, smoke, vapors, or other substance shall be permitted which is harmful to health, animals, vegetation or other property.*
7. *Glare. Lighting devices which produce objectionable direct or reflected glare on adjoining properties or thoroughfares shall not be permitted.*
8. *Erosion. No erosion by wind or water shall be permitted which will carry objectionable substances onto neighboring properties.*
9. *Water Pollution. Water pollution shall be subject to the standards established by the Minnesota Pollution Control Agency.*

None of the requirements will be affected by the proposed parking lot.

DEPARTMENT INFORMATION

Engineering

No issues. A plan is attached to the packet depicting how the parking lot storm water will be captured by an underground vault on the Thirty White building parcel.

Utilities

No issues.

Fire

No issues.

Police

No issues.

Building

No issues.

PLANNING COMMISSION AND CITY COUNCIL ACTION

The Planning Commission can consider a recommendation on this request the April 19, 2018 meeting. City Council consideration can occur at the May 7, 2018 meeting.

Respectfully submitted,

Mark Ostgarden AICP
City Planner

Findings of Fact Recommending Approval

Conditional Use Permit

B.A. Doer2, LLC 20410 98th Place, Kent, WA 98031; Deborah Hulke, Personal Representative for John E. Bailey, 212 2nd St. N, Brainerd, MN 56401 and Shingobee Builders, 669 N. Medina St., Loretto MN 55357

1. The parking lot is part of a (re)development for a pharmacy store.
2. The site contains a vacant lot and a duplex building at the southeast corner of Kingwood Street and N. 2nd Street, on the north side of the alley.
3. The property is zoned a B-1 (Residential Office) District and the property south of the alley is zoned a B-6 (Washington Street Commercial) District, on which there is a vacant residential dwelling and a 5-unit apartment building.
4. The B-6 parcel is proposed for a Thrifty White Pharmacy which is a use permitted in the B-6 District.
5. Parking lots in B-1 Districts across an alley from a permitted B-6 (Washington Street Commercial) District are allowed by Conditional Use Permit.
6. The proposed rezoning area is approximately .33 acres.
7. Property to the west is off-street parking for a restaurant; property to the north is single family residential and property to the east is single family residential.
8. Zoning to the west and east is a B-1 (Residential Office) District and zoning to the north is an R-1 (Low to Medium Residential) District.
9. All applicable Zoning Ordinance requirements such as greenspace requirements, maximum light levels, required tree planting, setbacks, stall sizes and aisle widths have been met.
10. The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood as access to the parking lot will be via an alley onto North 2nd Street. No other access to North 2nd or to Kingwood Streets are planned.
11. The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties. The parking lot has been designed so parking stalls are oriented in an east/west direction. At night, headlights from north bound vehicles entering the lot will be screened from the residential property across Kingwood Street.

Landscaping will include a mixture of conifers, deciduous trees and shrubs and will be installed along the west east and south side of the parking lot.

12. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood. The parking lot will be consistent with the visual impression of South of Kingwood Street and the neighborhood, as there are two parking lots within 1 block north of the alley along Kingwood Street.

13. The Conditional Use Permit approval is supported by the following Comprehensive Plan Goals and Strategies:

The following Comprehensive Plan Goal and Strategy supports the proposal:

General Goal #3: Promote community spirit and unity and enhance Brainerd's character and identity.

Strategy

Support the redevelopment of vacant and abandoned sites within the urban core.

Granting the Conditional Use Permit will support the redevelopment of a vacant site and remove deteriorating residential property.

General Goal #1

Maximize Brainerd's potential as a thriving center for business, health care, industry, education and recreation, while maintaining and enhancing its livability.

Strategy

Promote the development and implementation of a Comprehensive Plan that effectively and efficiently plans for land use, community facilities, transportation, housing, economic development and environmental protection for Brainerd and the immediate surrounding area.

The rezoning will permit infill development which is an efficient use of the land and a goal of the Comprehensive Plan.

Economic Development

Goal: *Plan for the orderly, efficient and fiscally responsible growth of commercial and industrial development in Brainerd.*

Strategy

Locate and design industrial and commercial developments to provide good access and road service, while avoiding the routing of traffic through residential neighborhoods.

The parking lot design has access only from the alley between Washington Street and Kingwood Street, which means traffic does not need to be routed through a residential neighborhood.

Untitled Map

Write a description for your map.

Legend



Google Earth

© 2018 Google

Site Looking North

8.96 ft

Untitled Map

Write a description for your map.

Legend

-  Brainerd Driving School
-  Maximum Motorsports

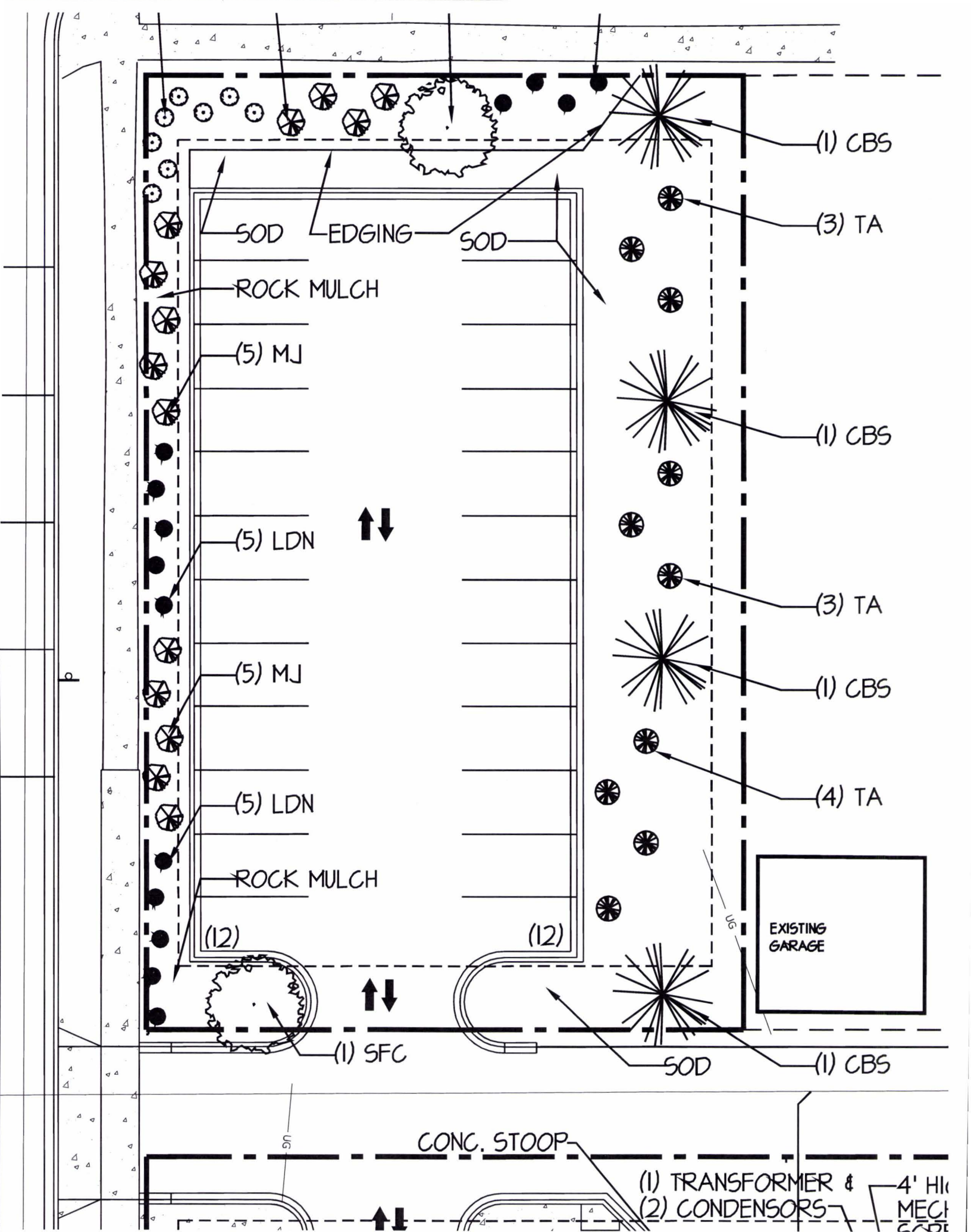
Site Looking South

Google Earth

© 2018 Google

7.35 ft

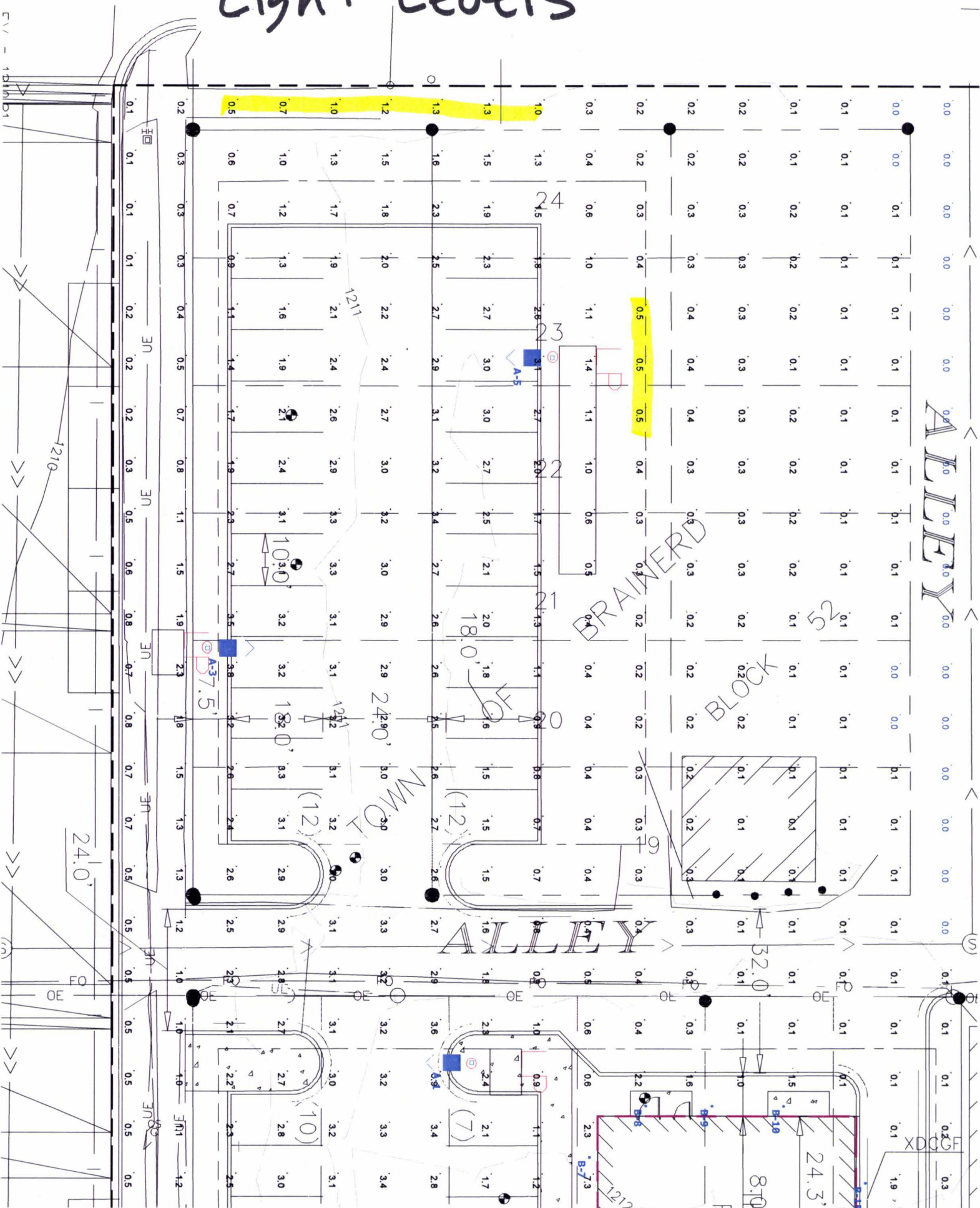


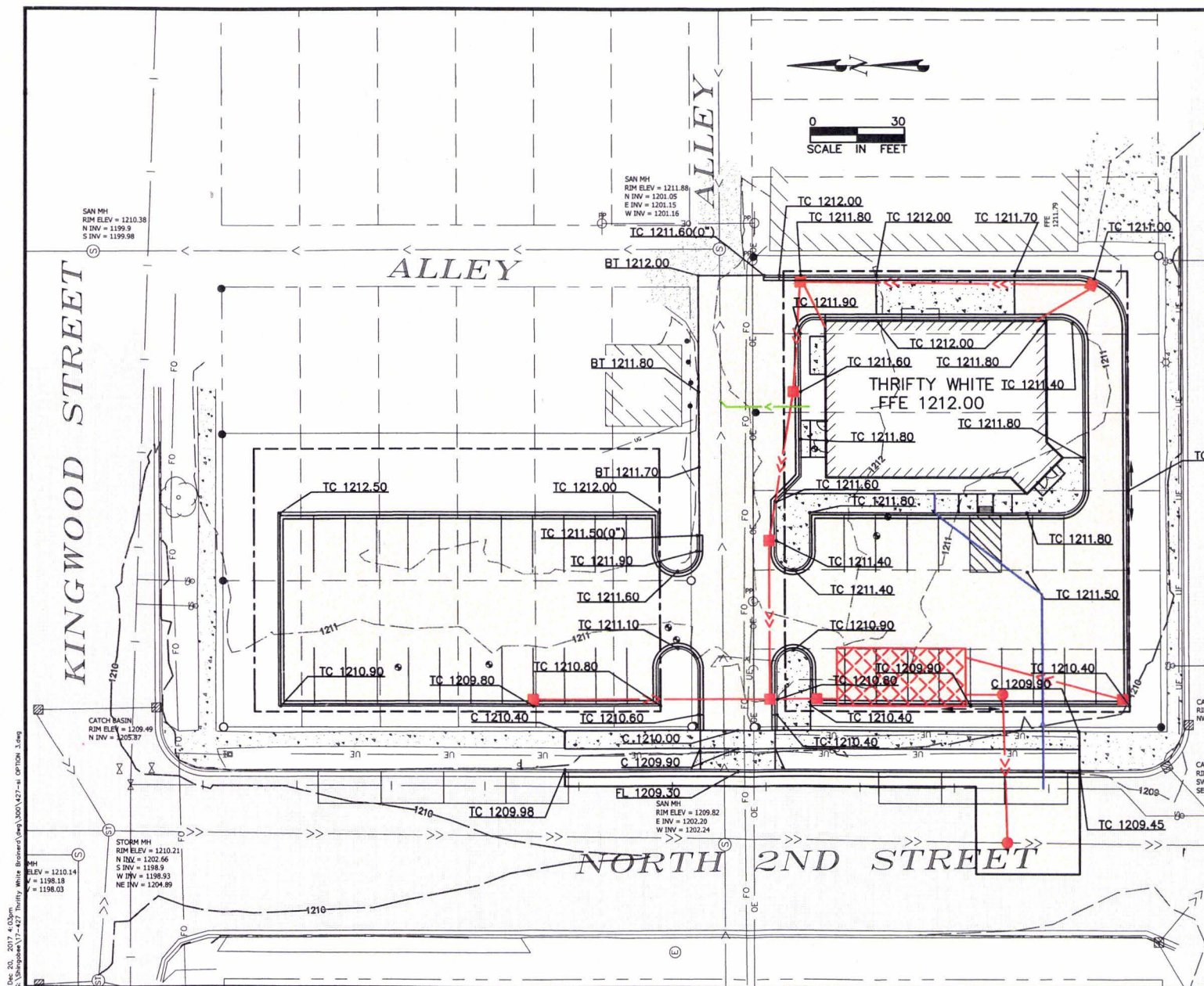


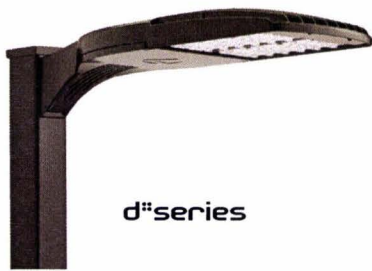
PLANT LIST

KEY	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
		PERENNIALS / GRASSES			
BE	12	Black Eyed Susan	Rudbeckia Fulgida	#1	POT
		SHRUBS			
MJ	34	Maney Juniper	Juniperus chinensis 'Maney'	24 - 30 inches	
LDN	24	Little Devil Ninebark	Physocarpus Opulifolius 'Donna May'	24 - 30 inches	
TA	10	Techny Arborvitae	Thuja occidentalis 'Techny'	3 - 4 feet high	
ACJ	16	Andorra Compact Juniper	Juniperus horizontalis 'Plumosa Compacta'	18 - 24 inches	
		TREES			
SFC	2	Spring Snow Flowering Crab	Malus 'Spring Snow'	1.5"	
CBS	4	Colorado Blue Spruce	Picea pungens 'Glauca'	4 - 5 feet high	

CV - 1011101







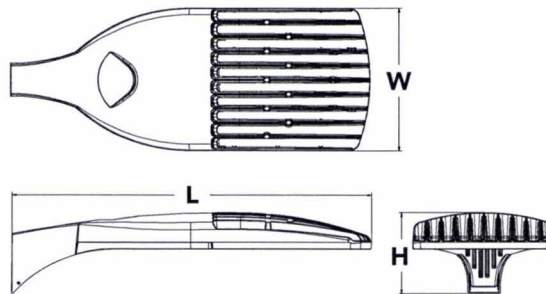
D-Series Size 1 LED Area Luminaire

d^{series}



Specifications

EPA:	1.01 ft ² (0.09 m ²)
Length:	33" (83.8 cm)
Width:	13" (33.0 cm)
Height:	7-1/2" (19.0 cm)
Weight (max):	27 lbs (12.2 kg)



RECEIVED

APR 05 2018

CITY OF BRAINERD
ADMINISTRATION

A+ Capable options indicated
by this color background.

Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency.
- This luminaire is A+ Certified when ordered with DTL® controls marked by a shaded background. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocontrol interoperability¹.
- This luminaire is part of an A+ Certified solution for ROAM® or XPoint™ Wireless control network providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background¹.

To learn more about A+,
visit www.acuitybrands.com/aplus.

- See ordering tree for details.
- A+ Certified Solutions for ROAM require the use of one ROAM node per luminaire. Sold Separately: [Link to Roam](#); [Link to DTL DLL](#)

Ordering Information

EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA DDI

DSX1LED

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX1 LED	Forward optics	30K 3000 K	T1S Type I short	MVOLT ^{4,5} 120 ⁶ 208 ^{5,6} 240 ^{5,6} 277 ⁶ 347 ^{5,6,7} 480 ^{5,6,7}	Shipped included SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor RPUMBA Round pole universal mounting adaptor Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ⁹
	P1 P4 P7	40K 4000 K	T2S Type II short		
	P2 P5 P8	50K 5000 K	T2M Type II medium		
	P3 P6 P9	AMBPC Amber phosphor converted ²	T3S Type III short		
	Rotated optics		T3M Type III medium		
	P10 ¹ P12 ¹		T4M Type IV medium		
	P11 ¹ P13 ¹		TFTM Forward throw medium		
			T5VS Type V very short		

Control options	Other options	Finish (required)
Shipped installed PER NEMA twist-lock receptacle only (controls ordered separate) ¹⁰ PER5 Five-wire receptacle only (controls ordered separate) ^{10,11} PER7 Seven-wire receptacle only (controls ordered separate) ^{10,11} DMG 0-10V dimming extend out back of housing for external control (leads exit fixture) DS Dual switching ^{12,13} PIR Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc ^{5,14,15} PIRH Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc ^{5,14,15} PIR1FC3V Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc ^{5,14,15}	PIRH1FC3V Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc ^{5,14,15} BL30 Bi-level switched dimming, 30% ^{5,13,16} BL50 Bi-level switched dimming, 50% ^{5,13,16} PNMTDD3 Part night, dim till dawn ^{5,17} PNMTSD3 Part night, dim 5 hrs ^{5,17} PNMT6D3 Part night, dim 6 hrs ^{5,17} PNMT7D3 Part night, dim 7 hrs ^{5,17} FAO Field adjustable output ¹⁸	Shipped installed HS House-side shield ¹⁹ SF Single fuse (120, 277, 347V) ⁵ DF Double fuse (208, 240, 480V) ⁵ L90 Left rotated optics ¹ R90 Right rotated optics ¹ BS Bird spikes EGS External glare shield DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

Ordering Information

Accessories

Ordered and shipped separately.

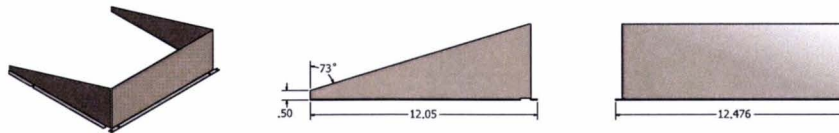
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²⁰
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²⁰
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²⁰
DSHORT SBK U	Shorting cap ²⁰
DSX1HS 30C U	House-side shield for 30 LED unit ¹⁹
DSX1HS 40C U	House-side shield for 40 LED unit ¹⁹
DSX1HS 60C U	House-side shield for 60 LED unit ¹⁹
PUMBA DDBXD U*	Square and round pole universal mounting bracket (specify finish) ²¹
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) ¹

For more control options, visit [DTL](#) and [ROAM](#) online.

NOTES

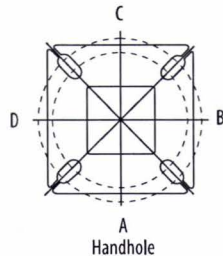
- P10, P11, P12 or P13 and rotated optics (L90, R90) only available together.
- AMBPC is not available with BLC, LCCO, RCCO or P4, P7, P8, P9 or P13.
- Not available with HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Any PIRx with BL30, BL50 or PNMT, is not available with 208V, 240V, 347V, 480V or MVOLT. It is only available in 120V or 277V specified.
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Not available in P1 or P10. Not available with BL30, BL50 or PNMT options.
- Existing drilled pole only. Available as a separate combination accessory; for retrofit use only: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
- Must order fixture with SPA option. Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Not available with DS option. Shorting cap included.
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR. Node with integral dimming. Shorting cap included.
- Provides 50/50 fixture operation via (2) independent drivers. Not available with PER, PER5, PER7, PIR or PIRH. Not available P1, P2, P3 or P4.
- Requires (2) separately switched circuits.
- Reference Motion Sensor table on page 3.
- Reference PER table on page 3 to see functionality.
- Not available with 347V, 480V, PNMT, DS. For PER5 or PER7, see PER Table on page 3.
- Not available with 347V, 480V, DS, BL30, BL50. For PER5 or PER7, see PER Table on page 3. Separate Dusk to Dawn required.
- Not available with other dimming controls options.
- Not available with BLC, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See PER Table on page 3.
- For retrofit use only.

External Glare Shield



Drilling

HANDHOLE ORIENTATION



Tenon Mounting Slipfitter**

Tenon O.D.	Single Unit	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-320	AST20-390	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Pole drilling nomenclature: # of heads at degree from handhole (default side A)

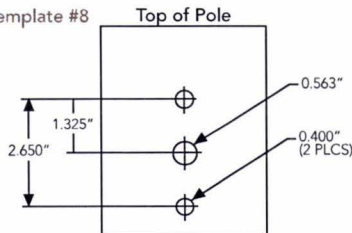
DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS
1 @ 90°	2 @ 280°	2 @ 90°	3 @ 120°	3 @ 90°	4 @ 90°
Side B	Side B & D	Side B & C	Round pole only	Side B, C, & D	Sides A, B, C, D

Note: Review luminaire spec sheet for specific nomenclature

Pole top or tenon O.D.	4.5" @ 90°	4" @ 90°	3.5" @ 90°	3" @ 90°	4.5" @ 120°	4" @ 120°	3.5" @ 120°	3" @ 120°
DSX SPA	Y	Y	Y	N	-	-	-	-
DSX RPA	Y	Y	N	N	Y	Y	Y	Y
DSX SPUMBA	Y	N	N	N	-	-	-	-
DSX RPUMBA	N	N	N	N	Y	Y	Y	N

*3 fixtures @ 120 require round pole top/tenon.

Template #8



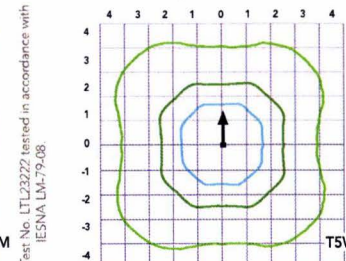
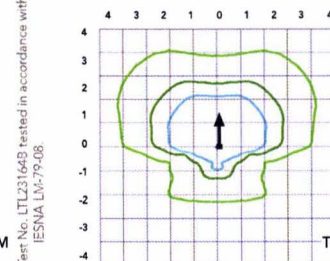
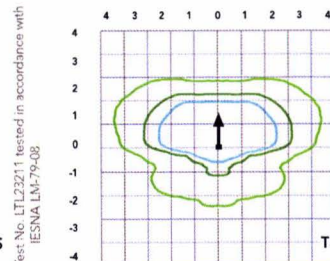
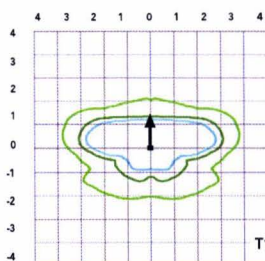
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit [Lithonia Lighting's D-Series Area Size 1 homepage](#).

Isofootcandle plots for the DSX1 LED 60C 1000 40K. Distances are in units of mounting height (25').

LEGEND

0.1 fc
0.5 fc
1.0 fc



PLANNING COMMISSION
Wednesday, April 18, 2018

#1 Call to Order

Planning Commission Chair Headley called the meeting of the Brainerd Planning Commission to order at 6:00 p.m. in the City Hall Council Chambers.

Noted present were Commissioners Burslie, Gorham, Headley, Marohn, Wussow; and Council Liaison Lambert. Noted absent was Commissioner Antolak. Also present was City Planner Ostgarden, and Administrative Specialist Bestul.

#2 Approval of Agenda

MOTION AND SECONDED BY COMMISSIONERS LAMBERT AND GORHAM, DULY CARRIED, TO APPROVE THE AGENDA.

#3 Approval of Minutes of the Regular Meeting held on March 21, 2018

MOTION AND SECONDED BY COMMISSIONERS WUSSOW AND LAMBERT, DULY CARRIED, TO APPROVE THE MINUTES OF THE REGULAR MEETING HELD ON MARCH 21, 2018.

#4 New Business

A. Public Hearing – Conditional Use Permit - Southeast Corner of Kingwood and North 2nd Street

City Planner Ostgarden stated everyone is familiar with this property as it was first presented as a rezoning request and then the amendment to the zoning ordinance was passed to allow parking lots as a conditional use in the B-1 (Residential Office) District. The application we are considering is the conditional use permit to allow the parking lot that abuts the property for Thrifty White in the B-6 (Washington Street Commercial) District.

City Planner Ostgarden reviewed photos of the neighborhood and the house that will be demolished to make room for the parking lot. The landscaping plan was displayed and used for a basis regarding the zoning ordinance.

City Planner Ostgarden indicated the first issue deals with meeting the setback requirements for the parking lot in the district which will be met. The applicant had submitted a lighting plan that meet the requirements at the property line on the north side, but there were questions about the east side of the property. A revised plan has been submitted that verifies the light coming from the site will not exceed the maximum amount of foot candles in accordance with the zoning ordinance. The lights that are being proposed are a full cutoff fixture which directs and cuts off light at an angle of 90° or less.

The special B-1 District standards for this class of conditional use are:

Parking Lots provided that:

- 1. The parking lot shall be adjacent to or across an alley from an allowed B-6 (Washington Street Commercial) District use.*
- 2. The parking lot parcel(s) shall be no wider than the boundary line of the primary parcel on which the associated B-6 use is located.*

3. *Overnight parking will be limited to vehicles owned and operated by the business associated with the B-6 site.*
4. *Alley improvements desired by the adjacent property owner shall be approved by the City of Brainerd and improved at the requesting party's expense.*

The parking lot location complies with #1 and #2 of the conditions. Number three will need to be monitored and the property owner will comply with #4.

City Planner Ostgarden stated trees will be planted on the site; five are required but six are being proposed. The total site is needed for open space and the green space on the east side of the parking lot far exceeds the 10% requirement.

City Planner Ostgarden explained stormwater removal will be an underground storage tank that will be located on the property to the south on the Thrifty White parcel with a catch basin line that will flow to the underground tank.

The parking lot will be designed with east/west parking spaces with the potential for headlights shining toward properties to the north, however the screening plan is intended to mitigate the issue.

City Planner Ostgarden displayed photos of two other parking lots in the vicinity that have already essentially changed the character of Kingwood Street. Access to the parking lot will be via an alley onto North 2nd Street with no other access to North 2nd or to Kingwood Streets. The east bound traffic leaving the parking lot may choose to use the light at North 4th Street rather than attempt a left turn from North 2nd Street onto Washington Street.

City Planner Ostgarden explained the intent and purposes of the zoning ordinance which would apply in this situation, along with the Comprehensive Plan goals and strategies as indicated below:

The objectives of the Zoning Ordinance are:

515-1-2: Intent and Purpose.

- A. *Protect the public health, safety, and general welfare of the community and its people through the establishment of minimum regulations governing development and use.*
- B. *This Ordinance shall divide the City into use districts and establish regulations in regard to location, erection, construction, reconstruction, alteration and use of structures and land.*
- C. *Protect neighborhoods.*
- D. *Promote orderly development and redevelopment of land for residential, commercial, industrial, recreational and public areas.*
- E. *Provide adequate light, air, and convenience of access to property.*
- F. *Prevent congestion in the public right-of-way.*
- G. *Prevent overcrowding of land and undue concentration of structures by regulating land, buildings, yards, and density of population.*
- H. *Protect and preserve the natural environment of the City.*
- I. *Encourage the protection of historic and aesthetic resources in the City.*
- J. *Conserve energy through the use of alternative energy systems and conservation through the encouragement of energy efficient structures for commercial, industrial and residential uses.*
- K. *Provide for compatibility of different land uses.*

The following Comprehensive Plan Goal and Strategy supports the proposal:

General Goal #3: Promote community spirit and unity and enhance Brainerd's character and identity.

Strategy

Support the redevelopment of vacant and abandoned sites within the urban core.

Whether the parking lot enhances Brainerd's character and identity is debatable. However, the parking lot is supported by the above strategy.

City Planner Ostgarden stated that the only issue worthy of discussion would be that the screening requirement meets our zoning ordinance minimum standards. The screening must accomplish the purpose of buffering the parking lot, provide visual appeal to the property and screen headlights by limiting the exposure to properties. The City Departments approve the application with no concerns or issues.

Commissioner Marohn questioned the height of the light fixtures being proposed, as the specification sheet indicates 7 ½' tall. City Planner Ostgarden replied he believes the lights are 25' tall but will confirm with the applicant.

Commissioner Marohn asked if the goal of the screening is to screen the parking lot property from the adjacent property. City Planner Ostgarden stated that is one of the goals. Commissioner Marohn asked if this was written in the plan, as he does not think this would be the goal of the screening. He stated his idea of the landscaping is to have it compatible with the neighborhood as an urban street and less about traditional screening.

City Planner Ostgarden stated when these plans were written, it was to ensure the screening being proposed is intended to buffer the headlights, noises and mitigate them. It was not discussed about the type of plants or materials that would be used to instill an "urban" feel to the neighborhood.

Commissioner Marohn asked if there is a plan or an ordinance that states this is the goal. City Planner Ostgarden replied he will research the statements made in the landscape section that were updated in 2009, and if it was not written in that form, he knows the intent of the ordinance in the traditional perspective of blocking the headlights. The property owner decides in what manner this will be accomplished as long as they meet our requirements.

The Chair opened the public hearing at 6:12 p.m.

The Chair welcomed Mr. John Fahning, representing Shingobee Builders and Thrifty White who stated the landscape plan was designed to meet the code requirements and improvements beyond that could be part of the landscape plan.

Commissioner Marohn asked the height of the lights proposed for the parking lot. Mr. Fahning stated he was not sure, but it will depend on the foot candles that are used. The fixture itself is 13" which does not include the pole. They will be close to the building height as a scale standpoint.

Commissioner Marohn stated that 25' in height is high for a residential neighborhood and stated as an urban design standpoint, 13' would be a compatible height with a suggestion of adding a light or two. Mr. Fahning stated that would have to be researched as we need to look at it as a vehicular standpoint. This would be a question for the electrical engineers. One of the things to look at is if the height of the pole is lowered or if a different pole is used if the output of the fixtures can be scaled down; is the look and the feel appropriate for the project?

Commissioner Marohn asked if the lighting plan is open to suggestions. Mr. Fahning stated that the plan was designed to meet the zoning ordinance requirements for the Conditional Use Permit and further discussion can take place on the final plan.

Commissioner Marohn stated the trees that are in the landscape plan are not types that are planted along Kingwood Street. The types of trees, for example urban type trees, should be used to go along with Kingwood Street to be planted along the boulevard. A continuation of the same tree line should be used as this would be aesthetically pleasing and compatible with the neighborhood.

Mr. Fahning stated the challenge is that it is designed to code but the preferences of how to proceed with the plan are different to everyone. It's hard to come up with a perfect plan to start, and we are not opposed to suggestions and changes going forward.

Commissioner Burslie asked if they are willing to install some type of fencing along the east, north and west sides to separate the parking lot from the adjacent neighborhood. Mr. Fahning replied that what is gained by doing so; is it purely a separation that will be done with the landscaping or is it to screen the lot? Commissioner Burslie indicated the landscape plan shows short shrubs and flowers and the fence would visually separate the parking lot from the neighborhood. Mr. Fahning stated it gets into the design intent; do you want to separate the two or try to blend it in transition to the neighborhood? One perspective is by installing a fence, it draws a specific line in between two district types versus using landscaping to blend with the neighborhood so it transitions nicely without the "line drawn" on the property. These are issues that can be discussed and negotiated going forward to come up with an agreeable solution.

Commissioner Wussow stated the applicant has indicated that access to the parking lot will be to the alley – was that a requirement or the applicant's choice? City Planner Ostgarden said it is not a requirement. Commissioner Wussow thanked the applicant for doing so and he appreciates the landscaping plan. Mr. Fahning stated there were some legitimate comments and suggestions as this project has progressed and they listened to them and are trying to be a good neighbor.

The Chair closed the public hearing at 6:22 p.m.

City Planner Ostgarden confirmed the lighting poles are 25' in height.

Commissioner Marohn said the ordinance states the maximum light level is one-foot candle at the centerline of the public street. City Planner Ostgarden stated this will meet the standard requirement.

Commissioner Burslie questioned the curb cut for an old driveway on the north side and if it will be removed. City Planner Ostgarden indicated he did not believe it is in the applicants plan to remove but could be added as a condition to meet.

Commissioner Lambert asked where the dumpster will be located on the property. City Planner Ostgarden indicated the dumpster will be part of the development on the southside of the alley where the building is located along the northside of the building with the necessary screening.

Commissioner Marohn stated there are two things he would like to see and is not sure how others feel about it. The first is that the lighting not exceed 13' in height; 13' is a more neighborhood scale of lighting and will require a change to the plan but would like to offer the applicant flexibility in the number of lights in order to keep the height at 13'. Secondly, he recognizes the landscaping plan meets our zoning code requirements, but stated it is a sub-optimal plan in a sense that what we require in the code does not make sense to him. Mr. Marohn stated he would rather have the vegetation be more conducive to

streetscape and compatible to the neighborhood. He would like to see a change in the landscape plan that could be considered as an alternative to the plan as presented with the input from the neighbors.

City Planner Ostgarden stated it is possible to do so, however a plan that does not meet the obscuration requirement cannot be approved.

Commissioner Burslie stated the flowers and shrubs are no taller than 2-3' maybe a few 6' tall but what is the percentage that needs to be met? City Planner Ostgarden stated 50% on the northside and 80% on the east at 6' in height. If more information is desired to verify what is being proposed meets the standard, there is the option to require in the permit after planting the trees, further evaluation may be necessary to be sure it meets the obscuration requirements. This is an area that is important for the neighbors to have the ability to give input into the design. Although it is the responsibility of the city planner to ensure the requirements are met, it is not his responsibility to give an opinion on the aesthetics of the design.

Commissioner Marohn stated ideally there should be two trees on Kingwood, four or five trees along 2nd Street and a row of hedges slightly back from that to delineate the parking area from the walking area.

City Planner Ostgarden indicated the boulevard trees are a responsibility of the municipality to install, and many areas in the city are void of this which is disappointing.

Commissioner Marohn stated to fill a space, such as a parking lot area is by using a fence or a row of hedges. It appears that the ordinance is asking for a "hedge" which would work better in this area along with the trees that are city property.

City Planner Ostgarden stated if it is the desire of the commission that there be street trees along Kingwood and 2nd Streets, it can be requested of the city officials that trees be planted along the boulevard as part of the project and in accordance with the recommended placement. The City has a listing of acceptable trees to plant.

Commissioner Wussow asked if the applicant can answer these questions.

Mr. Fahning stated the ideas that are being discussed are all very acceptable ideas and a plan review will still need to be completed. These ideas and suggestions can be considered at a later date and what the issue tonight is essentially a Conditional Use Permit and if all the requirements have been met. If the plan review states some suggestions during the landscape, they can be addressed then.

Commissioner Marohn asked if the applicant would be comfortable with the Planning Commission approving the Conditional Use Permit with the condition on a final review of the landscape plan.

City Planner Ostgarden clarified that is not the way the application process goes. The plan review is going to be for the project south of the alley – what is being decided tonight is the look and the feel of the parking lot. This is the plan review for the parking lot topic at hand.

Mr. Fahning stated that the Conditional Use Permit was submitted with all the conditions being met as required and as requested. Above and beyond that can always be discussed and we can collaborate together on the details that are agreed upon by both parties which we are absolutely willing to do.

Commissioner Wussow questioned if the applicant would agree to the condition of meeting with the neighbors and staff to work together on the final plan if the commission would use this in the final approval. Mr. Fahning stated as long as it does not delay the process, as we are in a timeframe to complete the

project. The challenges with that is everyone has a different opinion of the overall landscaping plan and what becomes the determining factor of what is acceptable.

Commissioner Burslie asked if the property owner directly to the east of the site has been notified of the plans, as they would be affected by headlights. City Planner Ostgarden did not believe so.

City Planner Ostgarden read from the zoning ordinance Section 515-5-2: The City Council must take action on the application after receiving the report of the Planning Commission and shall make a recorded and written Finding-of-Fact and provide the written finding to the applicant within sixty (60) days of receipt of a completed application. If it grants the Conditional Use Permit, the City Council may impose conditions it considers necessary to protect the public health, safety and welfare.

Commissioner Lambert questioned since the street trees are the responsibility of the city if anything can be done on the motion. City Planner Ostgarden clarified that the commission may put a condition on the approval for boulevard trees and he will consult the city attorney for the validity of the request.

Commissioner Burslie would approve the application if a condition of a six-foot privacy fence be installed along the east property line with a row of hedges or fence along the north and west, as well as the other proposed vegetation. Commissioner Burslie stated he feels there needs to be a separation between the commercial property and the adjacent residential use.

Commissioner Marohn agrees with the fence suggestion on the east side, however the resident already has a chain-link fence. The resident should be contacted for their input on this concern as long as we follow the city code for fences.

City Planner Ostgarden stated that any condition that the commission desires to put on the application must be clear and not left for him to interpret.

Commissioner Marohn stated the commission does not want to delay the project and suggested the approval of the Conditional Use Permit with the condition that landscaping options be discussed at a later date.

Commissioner Gorham said once the application is approved and the project is moving forward, what happens if an agreement is not reached?

Commissioner Marohn stated the applicant has been working with the City and there is no reason that an agreement cannot be reached.

Commissioner Burslie questioned if the applicant can be asked to install a six-foot fence if the neighbor desires one.

City Planner Ostgarden stated no more questions – we are done with asking the applicant to do something. It is the prerogative of the Planning Commission to put in the conditions that the commission wants them to meet.

MOVED AND SECONDED BY COMMISSIONERS WUSSOW AND LAMBERT TO RECOMMEND APPROVAL OF THE CONDITIONAL USE PERMIT BASED ON THE FOLLOWING FINDINGS OF FACT AS PRESENTED.

Members Wussow and Lambert voted “aye”. Members Burslie, Headley, Gorham and Marohn voted “nay”. The Chair declared the motion failed.

MOVED AND SECONDED BY COMMISSIONERS MAROHN AND WUSSOW, DULY CARRIED, TO RECOMMEND APPROVAL OF THE CONDITIONAL USE PERMIT BASED ON THE FOLLOWING FINDINGS OF FACT AND CONDITIONS:

1. The parking lot is part of a (re)development for a pharmacy store.
2. The site contains a vacant lot and a duplex building at the southeast corner of Kingwood Street and N. 2nd Street, on the north side of the alley.
3. The property is zoned a B-1 (Residential Office) District and the property south of the alley is zoned a B-6 (Washington Street Commercial) District, on which there is a vacant residential dwelling and a 5-unit apartment building.
4. The B-6 parcel is proposed for a Thrifty White Pharmacy which is a use permitted in the B-6 District.
5. Parking lots in B-1 Districts across an alley from a permitted B-6 (Washington Street Commercial) District are allowed by Conditional Use Permit.
6. The proposed rezoning area is approximately .33 acres.
7. Property to the west is off-street parking for a restaurant; property to the north is single family residential and property to the east is single family residential.
8. Zoning to the west and east is a B-1 (Residential Office) District and zoning to the north is an R-1 (Low to Medium Residential) District.
9. All applicable Zoning Ordinance requirements such as greenspace requirements, maximum light levels, required tree planting, setbacks, parking stall sizes and aisle widths have been met.
10. The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood, as access to the parking lot will be via an alley onto North 2nd Street. No other access to North 2nd Street or to Kingwood Street are planned.
11. The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties. The parking lot has been designed so parking stalls are oriented in an east/west direction. At night, headlights from north bound vehicles entering the lot will be screened from the residential property across Kingwood Street.
 - Landscaping including a mixture of conifers, deciduous trees and shrubs will be installed along the west, east and south side of the parking lot.
12. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood. The parking lot will be consistent with the visual impression south of Kingwood Street and the neighborhood, as there are two parking lots within one block north of the alley along Kingwood Street.
13. The Conditional Use Permit approval is supported by the following Comprehensive Plan Goals and Strategies:

General Goal #3: Promote community spirit and unity and enhance Brainerd's character and identity.

Strategy

Support the redevelopment of vacant and abandoned sites within the urban core.

Granting the Conditional Use Permit will support the redevelopment of a vacant site and remove deteriorating residential property.

Conditions:

- The lighting shall be no greater than 13' in height.
- The applicant shall be allowed to increase the number of lights to ensure that the desired coverage is met.
- The landscaping plan be brought back for an alternate review at a subsequent meeting before landscaping is finalized.

In the absence of any type of agreement on an alternative plan, the submitted plan will govern.

Members Headley, Gorham, Marohn, Lambert and Wussow voted "aye". Member Burslie voted "nay". The Chair declared the motion carried.

B. Public Hearing – Noncommercial Greenhouses in Residential Zoning Districts

City Planner Ostgarden indicated the change to the definition in the Zoning Ordinance, Section 2 would be the following:

GREENHOUSE: A building or structure often on a metal or wooden frame constructed chiefly of glass, glasslike or translucent material, which is devoted to the protection or growing of flowers, shrubbery, vegetables, trees, or other horticultural and floricultural products

The following language would be added to Section 17 General Building, Use and Design Provisions:

- b. Number of Buildings. Total number of accessory buildings and garages shall be limited to one of the following:
- 1) One (1) attached garage and one (1) detached accessory building.
 - 2) Two (2) detached accessory ~~structures~~ BUILDINGS.
 - 3) Should there be zero or one accessory building, a noncommercial greenhouse is permitted, provided the combination of accessory buildings and garages (attached and detached) per lot shall not exceed the maximum size for all accessory buildings on the lot.
 - 4) Should a lot have the maximum number of allowed accessory buildings, one noncommercial greenhouse up to 10' x 12' is permitted, provided the combination of accessory buildings and garages (attached and detached) per lot shall not exceed the maximum size for all accessory buildings on the lot.
 - 5) The following clear material is permitted for greenhouse construction to allow radiant heat from the sun:
 - i. Glass
 - ii. Rigid Polycarbonate panels
 - iii. Semi rigid Polyethylene panels
 - iv. Rigid Fiberglass panels
 - v. Rigid Acrylic panels

vi. Vinyl

Flexible rolled material is not permitted.

- 6) One noncommercial greenhouse 3'W x 4'L x 5'T constructed with flexible rolled material is allowed in a rear yard.
- 7) Material permitted in this section can be used for parts of a greenhouse not allowing radiant heat.

Number six above has been added to address the concern for a property owner to have a small seasonal and portable greenhouse.

Commissioner Wussow stated a concern on number four with the size of 10' x 12' – this goes back to old language and suggests a change of up to 200 square feet, as it is with any other accessory structure.

Commissioner Marohn and Commissioner Burslie indicated the very first sentence is confusing with the numbering system. Commissioner Marohn suggested number three should be “c.”, number four “d.” and so on. The total number of accessory buildings and garages should state number one or two as the choices.

Commissioner Wussow and Commissioner Marohn both questioned if Section 17 can be revised in the suggested format as shown below:

- b. Number of Buildings. Total number of accessory buildings and garages shall be limited to one of the following:
 - 1) One (1) attached garage and one (1) detached accessory building.
 - 2) Two (2) detached accessory structures BUILDINGS.
- c. Should there be zero or one accessory building, a noncommercial greenhouse is permitted, provided the combination of accessory buildings and garages (attached and detached) per lot shall not exceed the maximum size for all accessory buildings on the lot.
- d. Should a lot have the maximum number of allowed accessory buildings, one noncommercial greenhouse up to 10' x 12' is permitted, provided the combination of accessory buildings and garages (attached and detached) per lot shall not exceed the maximum size for all accessory buildings on the lot.
- e. The following clear material is permitted for greenhouse construction to allow radiant heat from the sun:
 - vii. Glass
 - viii. Rigid Polycarbonate panels
 - ix. Semi rigid Polyethylene panels
 - x. Rigid Fiberglass panels
 - xi. Rigid Acrylic panels
 - xii. Vinyl

Flexible rolled material is not permitted.

- f. One noncommercial greenhouse 3'W x 4'L x 5'T constructed with flexible rolled material is allowed in a rear yard.
- g. Material permitted in this section can be used for parts of a greenhouse not allowing radiant heat.

Commissioner Burslie questioned if they are allowed in rear and side yards only.

City Planner Ostgarden indicated the greenhouses that are intended to be permanent may be built anywhere on the property, provided they meet the required setbacks.

Commissioner Lambert asked if the exclusion of the flexible rolled material is just for the permanent greenhouse, in which City Planner Ostgarden confirmed it is.

The Chair opened the public hearing at 7:05 p.m.

No one came forward.

The Chair closed the public hearing at 7:06 p.m.

MOVED AND SECONDED BY COMMISSIONERS LAMBERT AND BURSLIE, DULY CARRIED, TO RECOMMEND APPROVAL OF THE NONCOMMERCIAL GREENHOUSES IN RESIDENTIAL ZONING DISTRICTS WITH THE RECOMMENDED CHANGES IN FORMATTING AS PRESENTED.

#5 Public Forum

The Chair opened the public forum at 7:07 p.m.

No one came forward.

The Chair closed the public forum at 7:07 p.m.

#6 Old Business

A. Comprehensive Plan Update – Review of 2004 Comprehensive Plan Goals and Strategies

City Planner Ostgarden gave a brief update to the commission regarding the steering committee and some information that will be presented to them at the meeting on April 19th. In order to move forward with the new comprehensive plan, the committee needs to have information about the community to understand them in the best way possible. The current comprehensive plan, the results of the public outreach sessions and ideas and suggestions will be compiled so a clear understanding of the wants and needs of the community can be reviewed. One of the tasks is having to review the goals and strategies of the 2004 plan to see how well the plan was followed and implemented.

City Planner Ostgarden indicated he went through the 2004 plan and graded each strategy on a scale of zero to ten; zero being nothing was done to ten as fully implemented. It was somewhat difficult to assign points to some of the strategies because they were statements of desires and ideas rather than actual strategies.

City Planner Ostgarden invited the commission to the Comprehensive Plan Steering Committee meeting taking place Thursday, April 19th at 4:00 p.m. at the Brainerd Industrial Center. There will be a tour of the center at 3:00 p.m. if anyone is interested.

Commissioner Lambert suggested that we consult with Andy Stone, Transit Coordinator about his ideas and input for the plan.

City Planner Ostgarden indicated he met with Mr. Tad Erickson and it was discussed that technical committees will be formed for the input of the various internal, as well as external departments.

City Planner Ostgarden stated that the American Planning Association has a different grading template on sustainability, which were graded on the 2004 plan. The rating results after using this guide were not very high.

Commissioner Gorham asked what letter grade the Planning Department would give to the 2004 Comprehensive Plan. City Planner Ostgarden replied his opinion would be a D-; some areas were near to approaching a C grade, with others that should not even be graded.

Commissioner Marohn asked what may have caused this low grade in the plan. City Ostgarden replied he feels the following reasons may have been a problem in the progression of the plan. 1) The implementation chapter in the plan was not strong enough to give the guidance that the community needed to proceed. 2) It may be that after the process, there was not enough emphasis given to the importance of having a Comprehensive Plan. 3) It is not the fault of any individual; employee or department, however there was a lack of understanding on the part of leadership in total in the community to complete what was said would be completed. The goals were average, but the methods of implementation and the strategies were weak with many being just ideas and not strategies.

Commissioner Lambert stated she was a part of the 2004 Comprehensive Plan and agrees with what City Planner Ostgarden said. There was not a clear understanding of the importance of the plan and the strategies were more ideas and suggestions.

Commissioner Marohn inquired about where the responsibility lies when it comes to implementation of a comprehensive plan. City Planner Ostgarden replied that the comprehensive plan is a policy document and as with any other policy, ordinance or strategic vision, it would rest with the elected officials. If the will, desire and understanding is not with the elected officials, others cannot be expected to work towards it. The City has some new vision in leadership and elected officials that do understand the importance of such a plan and the implementation of the plan should result in a much different result.

Commissioner Marohn asked if the Planning Commission serves a role in reviewing, implementing or advising council regularly on the implementation of the plan. City Planner Ostgarden replied that yes, the Planning Commission should be emphasizing the importance of the document for the community. The Planning Commission should set the precedence going forward.

#7 Commissioners' Questions/Comments

Commissioner Marohn apologized for not having the time to complete the request to gather information about Kingwood Street and parking concerns. He stated that he will try to get this completed for next months' meeting.

#8 City Planner's Report

City Planner Ostgarden thanked Commissioner Marohn for meeting with city staff recently to show his PowerPoint presentation regarding parking.

#9 Adjourn

The Chair adjourned at 7:26 p.m.

Respectfully submitted,

City Planner Mark Ostgarden AICP



Brainerd City Council Agenda Request

Requested Meeting Date: May 7, 2018

Title of Item: First Reading - Proposed Ordinance No. 1481 - Greenhouses

☐ 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: Mark Ostgarden	Department: Planning
Presenter (Name & Title): Same	Estimated Time Needed: 10 minutes
Summary of Issue: An amendment to the following zoning districts to permit noncommercial greenhouses: Sections 515-2 Definitions; 515-52 R-R (Rural Residential) District; 515-53 R-E (Single Family Estate Residential); 515-54 R-1 (Single Family Residential) District; 515-55 R-1A (Single Family Residential) District; 515-56 R-2 (Medium Density) Residential District; 515-57 R-3 (High Density Residential) District; 515-58 R-MH (Manufactured Housing) District; 515-60 B-1 (Residential-Office) District; 515-61 B-2 (Neighborhood Business) District. Also an amendment to 515-17-8: General Building, Use and Design Provisions - Accessory Buildings, Uses and Equipment to listing the minimum standards for non commercial greenhouses.	
Alternatives, Options, Effects on Others/Comments: Attached is the proposed ordinance, a copy of the R-1 (Single Family Residential) District as an example depicting how the new language would be added to each zoning district, a copy of Section 17 depicting the new language and the April 18, 2018 Planning Commission meeting minutes. Background information is provided in the attached February 16, 2018 Planning Commission memo. Should the amendments be denied, the use would not be allowed in the districts.	
Recommended Action/Motion: The Planning Commission unanimously recommends the amendments. Motion by _____, 2nd by _____ approving/denying 1st Ordinance reading to amend, as recommended by the Planning Commission, Zoning Ordinance Sections 515-2, 515-17, 52, 53, 54, 55, 56, 57, 58, 60, 61 to permit noncommercial greenhouses as an accessory use and to dispense with the Ordinance reading.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i>	

ORDINANCE
NO. 1481 draft

**AN ORDINANCE AMENDING BRAINERD ZONING ORDINANCE
SECTIONS 515-02, 515-17, 515-52, 515-53, 515-54, 515-55, 515-56, 515-57, 515-58, 515-60
AND 515-61 ADDING NONCOMMERCIAL GREENHOUSES AS AN ACCESSORY USE**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 515-2-2 – Definitions shall be amended by adding the following:

515-2-2: Definitions. The following words and terms, wherever they occur in this Ordinance, shall be interpreted as herein defined:

Greenhouse: A building or structure often on a metal or wooden frame constructed chiefly of glass, glasslike or translucent material, which is devoted to the protection or growing of flowers, shrubbery, vegetables, trees or other horticultural and floricultural products.

SECTION TWO: That Section 515-17-8 – Accessory Buildings, Uses and Equipment shall be amended by adding the following:

515-17-8: Accessory Buildings, Uses and Equipment.

b. Number of Buildings. Total number of accessory buildings and garages shall be limited to one of the following:

- 1) One (1) attached garage and one (1) detached accessory building.
- 2) Two (2) detached accessory ~~structures~~ BUILDINGS.
 - i. Should there be zero or one accessory building, a noncommercial greenhouse is permitted, provided the combination of accessory buildings and garages (attached and detached) per lot shall not exceed the maximum size for all accessory buildings on the lot.
 - ii. Should a lot have the maximum number of allowed accessory buildings, one noncommercial greenhouse up to 10' x 12' is permitted, provided the combination of accessory buildings and garages (attached and detached) per lot shall not exceed the maximum size for all accessory buildings on the lot.
 - iii. The following clear material is permitted for greenhouse construction to allow radiant heat from the sun:
Glass
 - a) Rigid Polycarbonate panels
 - b) Semi rigid Polyethylene panels
 - c) Rigid Fiberglass panels
 - d) Rigid Acrylic panels
 - e) VinylFlexible rolled material is not permitted.
 - iv. One noncommercial greenhouse 3'W x 4'L x 5'T constructed with flexible rolled material is allowed in a rear yard.
 - v. Material permitted in this section can be used for parts of a greenhouse not allowing radiant heat.

SECTION THREE: That Section 515-52-3 – Accessory Uses shall be amended by adding the following:

515-52-3: Accessory Uses.

L. Noncommercial greenhouses as regulated by Section 17 of this ordinance.

SECTION FOUR: That Section 515-53-3 – Accessory Uses shall be amended by adding the following:

515-53-3: Accessory Uses.

K. Noncommercial greenhouses as regulated by Section 17 of this ordinance.

SECTION FIVE: That Section 515-54-3 – Accessory Uses shall be amended by adding the following:

515-54-3: Accessory Uses.

J. Noncommercial greenhouses as regulated by Section 17 of this ordinance.

SECTION SIX: That Section 515-55-3 – Accessory Uses shall be amended by adding the following:

515-55-3: Accessory Uses.

K. Noncommercial greenhouses as regulated by Section 17 of this ordinance.

SECTION SEVEN: That Section 515-56-3 – Accessory Uses shall be amended by adding the following:

515-56-3: Accessory Uses.

K. Noncommercial greenhouses as regulated by Section 17 of this ordinance.

SECTION EIGHT: That Section 515-57-3 – Accessory Uses shall be amended by adding the following:

515-57-3: Accessory Uses.

E. Noncommercial greenhouses as regulated by Section 17 of this ordinance.

SECTION NINE: That Section 515-58-3 – Accessory Uses shall be amended by adding the following:

515-58-3: Accessory Uses.

G. Noncommercial greenhouses as regulated by Section 17 of this ordinance.

SECTION TEN: That Section 515-60-3 – Accessory Uses shall be amended by adding the following:

515-60-3: Accessory Uses.

I. Noncommercial greenhouses as regulated by Section 17 of this ordinance.

SECTION ELEVEN: That Section 515-61-3 – Accessory Uses shall be amended by adding the following:

515-61-3: Accessory Uses.

F. Noncommercial greenhouses as regulated by Section 17 of this ordinance.

SECTION TWELVE: All other provisions of Sections 515-52, 515-53, 515-54, 515-55, 515-56, 515-57, 515-58, 515-60, and 515-61 shall remain in full force and effect.

SECTION THIRTEEN: 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 -, 2018

determined by a licensed soils engineer using soil borings, piezometers, or the observation of mottled soils.

515-17-8: Accessory Buildings, Uses and Equipment.

A. Agricultural Farm Buildings. Agricultural farm buildings, accessory to an active farm operation on a lot twenty (20) acres or larger, designed, constructed, and used to house farm implements, agricultural activities, or agricultural products shall be exempt from the requirements of this subdivision.

B. Residential Accessory Buildings, Structures and Uses.

1. An accessory building or attached garage shall be considered an integral part of the principal building if it is connected to the principal building by a covered passageway or within five (5) feet of the principal building. Attached accessory buildings shall meet the principal building setbacks of the respective zoning district.
2. No accessory building or structure shall be constructed or developed on a lot prior to the time of construction of the principal building to which it is accessory. A garage may be constructed if a building permit is secured for the principal building.
3. Accessory Building Floor Area, Height and Number. The combination of accessory buildings and garages (attached and detached) per lot shall not exceed the following standards:

a. Area.

<u>Zoning District</u>	<u>Maximum Allowable Floor Area</u>
R-A	4,000 square feet
R-R	2,000 square feet
R-E	1,500 square feet
R-1	10% of lot area
R-2	10% of lot area
R-3	30% of the gross floor area of the multiple family structure, 10% of lot area for a duplex
R-4	30% of the gross floor area of the multiple family structure

- 1) An attached garage shall not exceed the maximum allowable floor area as mentioned above, or eighty (80) percent of the footprint of the single family or two family house foundation not including garage, whichever is less. Tuck-under garages are permitted up to the maximum footprint size of the dwelling.

- 2) Accessory building coverage shall not exceed lot coverage requirements as regulated in each district and shall meet required district setbacks.
- b. NUMBER OF BUILDINGS. TOTAL NUMBER OF ACCESSORY BUILDINGS AND GARAGES SHALL BE LIMITED TO ONE OF THE FOLLOWING:
- 1) ONE (1) ATTACHED GARAGE AND ONE (1) DETACHED ACCESSORY BUILDING
 - 2) TWO (2) DETACHED ACCESSORY ~~STRUCTURES~~ BUILDINGS.
 - i. SHOULD THERE BE ZERO OR ONE ACCESSORY BUILDING, A NONCOMMERCIAL GREENHOUSE IS PERMITTED, PROVIDED THE COMBINATION OF ACCESSORY BUILDINGS AND GARAGES (ATTACHED AND DETACHED) PER LOT SHALL NOT EXCEED THE MAXIMUM SIZE FOR ALL ACCESSORY BUILDINGS ON THE LOT.
 - ii. SHOULD A LOT HAVE THE MAXIMUM NUMBER OF ALLOWED ACCESSORY BUILDINGS, ONE NONCOMMERCIAL GREENHOUSE UP TO 10' X 12' IS PERMITTED, PROVIDED THE COMBINATION OF ACCESSORY BUILDINGS AND GARAGES (ATTACHED AND DETACHED) PER LOT SHALL NOT EXCEED THE MAXIMUM SIZE FOR ALL ACCESSORY BUILDINGS ON THE LOT.
 - iii. THE FOLLOWING CLEAR MATERIAL IS PERMITTED FOR GREENHOUSE CONSTRUCTION TO ALLOW RADIANT HEAT FROM THE SUN:
 - A) GLASS
 - B) RIGID POLYCARBONATE PANELS
 - C) SEMI RIGID POLYETHYLENE PANELS
 - D) RIGID FIBERGLASS PANELS
 - E) RIGID ACRYLIC PANELS
 - F) VINYLFLEXIBLE ROLLED MATERIAL IS NOT PERMITTED

- iv. ONE NONCOMMERCIAL GREENHOUSE 3'X X 4'L X 5'T CONSTRUCTED WITH FLEXIBLE ROLLED MATERIAL IS ALLOWED IN A REAR YARD.
 - v. MATERIAL PERMITTED IN THIS SECTION CAN BE USED FOR PARTS OF A GREENHOUSE NOT ALLOWING RADIANT HEAT.
 - c. Height. Detached accessory buildings shall not exceed the height of the principal building or fifteen (15) feet, whichever is less. Exceptions may be granted to allow for the detached accessory building to match the roof pitch of the existing principal building by Conditional Use Permit in accordance with Section 5 of this Ordinance.
 - 4. Setbacks. Detached accessory buildings shall comply with the following setbacks:
 - a. Front Setback. No detached accessory building shall be located in any front yard or nearer the front lot line than the principal building on that lot. Property within a shore impact zone (as defined by the Brainerd Shoreland Regulations) along the Mississippi River, and lakes classified as General Development or Natural Environment may locate accessory buildings in a front yard provided a twenty-five (25) foot setback is maintained.
 - b. Side and Rear Setbacks.
 - 1) Side and rear setbacks shall be as provided for in the respective Zoning District.
 - 2) No accessory building shall be located within a drainage and utility easement.
 - 5. Design Standards. No plastic, canvas or vinyl tarps shall be used in the construction of any accessory buildings. All buildings over one hundred twenty (120) square feet shall have the same or similar finish as the neighboring buildings and be homogeneous in design. Metal roofs are allowed provided they are constructed with standing seams and concealed or exposed fasteners. All buildings that are one hundred twenty (120) square feet or less may be metal sided and shall have a pitched roof.
- C. Commercial.
- 1. Commercial 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.

SECTION 54
R-1, SINGLE FAMILY RESIDENTIAL DISTRICT

Section:

- 515-54-1: Purpose and Intent
- 515-54-2: Permitted Uses
- 515-54-3: Accessory Uses
- 515-54-4: Interim Uses
- 515-54-5: Conditional Uses
- 515-54-6: Uses by Administrative Permit
- 515-54-7: Lot Area and Setback Requirements
- 515-54-8: Building Height
- 515-54-9: Building Performance Standards
- 515-54-10: Lot Coverage

515-54-1: Purpose and Intent. This district is established to allow and preserve areas in the City of quiet neighborhoods of one and two family homes, free from other uses except those which are compatible with residents of such a district.

515-54-2: Permitted Uses.

- A. Detached single family dwellings.
- B. Public recreation areas and related accessory buildings and structures.
- C. Residential facilities serving six (6) or fewer persons in a single family detached dwelling.
- D. Essential services as regulated by Section 36 of this Ordinance.

515-54-3: Accessory Uses.

- A. Garages and open off-street parking for private residential use subject to the provisions of Section 17.
- B. Fences as regulated by Section 19 of this Ordinance.
- C. Storage of recreational vehicles and equipment for private use as regulated by Section 24 of this Ordinance.
- D. Solar energy systems and structures.
- E. Home Businesses as regulated by Section 26 of this Ordinance.

- F. Tool houses and sheds and other such buildings for the storage of domestic tools, supplies and equipment subject to the provisions of Section 17 of this Ordinance.
- G. Private recreational facilities for the enjoyment of the residents of the principal building and their occasional guests.
- H. In home day care serving fourteen (14) or fewer persons in a single family detached dwelling.
- I. Radio and television receiving antennas, satellite dishes, TV Receive Only (TVRO) three (3) meters or less in diameter, short-wave radio dispatching antennas, or those necessary for the operation of electronic equipment including radio receivers, ham radio transmitters and television receivers as regulated by Section 35 of this Ordinance.

J. NONCOMMERCIAL GREENHOUSES AS REGULATED BY SECTION 17 OF THIS ORDINANCE.

515-54-4: Interim Uses.

- A. Home Extended Businesses as regulated by Section 26 of this Ordinance.
- B. Temporary buildings associated with a public or private principal school building and used for classrooms.
- C. Short term rentals provided that:
 - 1. The minimum rental period shall not be more than 28 consecutive nights.
 - 2. The permit holder (owner) of a short term rental must apply for and receive an interim use permit. Owner occupied dwellings that are also short term rentals do not require an interim use permit.
 - 3. The application for an interim use permit shall include:
 - A. All information required for a conditional use permit.
 - B. Floor plan of the structure, including the number of bedrooms with dimensions and all other sleeping accommodations.
 - C. A to-scale site plan which shows locations and dimensions of property lines, the dwelling unit intended for licensing, accessory structures, parking areas and shoreland recreational facilities.
 - D. A plan for garbage disposal by the permit holder.
 - E. A pet policy.

PLANNING COMMISSION
Wednesday, April 18, 2018

#1 Call to Order

Planning Commission Chair Headley called the meeting of the Brainerd Planning Commission to order at 6:00 p.m. in the City Hall Council Chambers.

Noted present were Commissioners Burslie, Gorham, Headley, Marohn, Wussow; and Council Liaison Lambert. Noted absent was Commissioner Antolak. Also present was City Planner Ostgarden, and Administrative Specialist Bestul.

#2 Approval of Agenda

MOTION AND SECONDED BY COMMISSIONERS LAMBERT AND GORHAM, DULY CARRIED, TO APPROVE THE AGENDA.

#3 Approval of Minutes of the Regular Meeting held on March 21, 2018

MOTION AND SECONDED BY COMMISSIONERS WUSSOW AND LAMBERT, DULY CARRIED, TO APPROVE THE MINUTES OF THE REGULAR MEETING HELD ON MARCH 21, 2018.

#4 New Business

A. Public Hearing – Conditional Use Permit - Southeast Corner of Kingwood and North 2nd Street

City Planner Ostgarden stated everyone is familiar with this property as it was first presented as a rezoning request and then the amendment to the zoning ordinance was passed to allow parking lots as a conditional use in the B-1 (Residential Office) District. The application we are considering is the conditional use permit to allow the parking lot that abuts the property for Thrifty White in the B-6 (Washington Street Commercial) District.

City Planner Ostgarden reviewed photos of the neighborhood and the house that will be demolished to make room for the parking lot. The landscaping plan was displayed and used for a basis regarding the zoning ordinance.

City Planner Ostgarden indicated the first issue deals with meeting the setback requirements for the parking lot in the district which will be met. The applicant had submitted a lighting plan that meet the requirements at the property line on the north side, but there were questions about the east side of the property. A revised plan has been submitted that verifies the light coming from the site will not exceed the maximum amount of foot candles in accordance with the zoning ordinance. The lights that are being proposed are a full cutoff fixture which directs and cuts off light at an angle of 90° or less.

The special B-1 District standards for this class of conditional use are:

Parking Lots provided that:

- 1. The parking lot shall be adjacent to or across an alley from an allowed B-6 (Washington Street Commercial) District use.*
- 2. The parking lot parcel(s) shall be no wider than the boundary line of the primary parcel on which the associated B-6 use is located.*

3. *Overnight parking will be limited to vehicles owned and operated by the business associated with the B-6 site.*
4. *Alley improvements desired by the adjacent property owner shall be approved by the City of Brainerd and improved at the requesting party's expense.*

The parking lot location complies with #1 and #2 of the conditions. Number three will need to be monitored and the property owner will comply with #4.

City Planner Ostgarden stated trees will be planted on the site; five are required but six are being proposed. The total site is needed for open space and the green space on the east side of the parking lot far exceeds the 10% requirement.

City Planner Ostgarden explained stormwater removal will be an underground storage tank that will be located on the property to the south on the Thrifty White parcel with a catch basin line that will flow to the underground tank.

The parking lot will be designed with east/west parking spaces with the potential for headlights shining toward properties to the north, however the screening plan is intended to mitigate the issue.

City Planner Ostgarden displayed photos of two other parking lots in the vicinity that have already essentially changed the character of Kingwood Street. Access to the parking lot will be via an alley onto North 2nd Street with no other access to North 2nd or to Kingwood Streets. The east bound traffic leaving the parking lot may choose to use the light at North 4th Street rather than attempt a left turn from North 2nd Street onto Washington Street.

City Planner Ostgarden explained the intent and purposes of the zoning ordinance which would apply in this situation, along with the Comprehensive Plan goals and strategies as indicated below:

The objectives of the Zoning Ordinance are:

515-1-2: Intent and Purpose.

- A. *Protect the public health, safety, and general welfare of the community and its people through the establishment of minimum regulations governing development and use.*
- B. *This Ordinance shall divide the City into use districts and establish regulations in regard to location, erection, construction, reconstruction, alteration and use of structures and land.*
- C. *Protect neighborhoods.*
- D. *Promote orderly development and redevelopment of land for residential, commercial, industrial, recreational and public areas.*
- E. *Provide adequate light, air, and convenience of access to property.*
- F. *Prevent congestion in the public right-of-way.*
- G. *Prevent overcrowding of land and undue concentration of structures by regulating land, buildings, yards, and density of population.*
- H. *Protect and preserve the natural environment of the City.*
- I. *Encourage the protection of historic and aesthetic resources in the City.*
- J. *Conserve energy through the use of alternative energy systems and conservation through the encouragement of energy efficient structures for commercial, industrial and residential uses.*
- K. *Provide for compatibility of different land uses.*

The following Comprehensive Plan Goal and Strategy supports the proposal:

General Goal #3: Promote community spirit and unity and enhance Brainerd's character and identity.

Strategy

Support the redevelopment of vacant and abandoned sites within the urban core.

Whether the parking lot enhances Brainerd's character and identity is debatable. However, the parking lot is supported by the above strategy.

City Planner Ostgarden stated that the only issue worthy of discussion would be that the screening requirement meets our zoning ordinance minimum standards. The screening must accomplish the purpose of buffering the parking lot, provide visual appeal to the property and screen headlights by limiting the exposure to properties. The City Departments approve the application with no concerns or issues.

Commissioner Marohn questioned the height of the light fixtures being proposed, as the specification sheet indicates 7 ½' tall. City Planner Ostgarden replied he believes the lights are 25' tall but will confirm with the applicant.

Commissioner Marohn asked if the goal of the screening is to screen the parking lot property from the adjacent property. City Planner Ostgarden stated that is one of the goals. Commissioner Marohn asked if this was written in the plan, as he does not think this would be the goal of the screening. He stated his idea of the landscaping is to have it compatible with the neighborhood as an urban street and less about traditional screening.

City Planner Ostgarden stated when these plans were written, it was to ensure the screening being proposed is intended to buffer the headlights, noises and mitigate them. It was not discussed about the type of plants or materials that would be used to instill an "urban" feel to the neighborhood.

Commissioner Marohn asked if there is a plan or an ordinance that states this is the goal. City Planner Ostgarden replied he will research the statements made in the landscape section that were updated in 2009, and if it was not written in that form, he knows the intent of the ordinance in the traditional perspective of blocking the headlights. The property owner decides in what manner this will be accomplished as long as they meet our requirements.

The Chair opened the public hearing at 6:12 p.m.

The Chair welcomed Mr. John Fahning, representing Shingobee Builders and Thrifty White who stated the landscape plan was designed to meet the code requirements and improvements beyond that could be part of the landscape plan.

Commissioner Marohn asked the height of the lights proposed for the parking lot. Mr. Fahning stated he was not sure, but it will depend on the foot candles that are used. The fixture itself is 13" which does not include the pole. They will be close to the building height as a scale standpoint.

Commissioner Marohn stated that 25' in height is high for a residential neighborhood and stated as an urban design standpoint, 13' would be a compatible height with a suggestion of adding a light or two. Mr. Fahning stated that would have to be researched as we need to look at it as a vehicular standpoint. This would be a question for the electrical engineers. One of the things to look at is if the height of the pole is lowered or if a different pole is used if the output of the fixtures can be scaled down; is the look and the feel appropriate for the project?

Commissioner Marohn asked if the lighting plan is open to suggestions. Mr. Fahning stated that the plan was designed to meet the zoning ordinance requirements for the Conditional Use Permit and further discussion can take place on the final plan.

Commissioner Marohn stated the trees that are in the landscape plan are not types that are planted along Kingwood Street. The types of trees, for example urban type trees, should be used to go along with Kingwood Street to be planted along the boulevard. A continuation of the same tree line should be used as this would be aesthetically pleasing and compatible with the neighborhood.

Mr. Fahning stated the challenge is that it is designed to code but the preferences of how to proceed with the plan are different to everyone. It's hard to come up with a perfect plan to start, and we are not opposed to suggestions and changes going forward.

Commissioner Burslie asked if they are willing to install some type of fencing along the east, north and west sides to separate the parking lot from the adjacent neighborhood. Mr. Fahning replied that what is gained by doing so; is it purely a separation that will be done with the landscaping or is it to screen the lot? Commissioner Burslie indicated the landscape plan shows short shrubs and flowers and the fence would visually separate the parking lot from the neighborhood. Mr. Fahning stated it gets into the design intent; do you want to separate the two or try to blend it in transition to the neighborhood? One perspective is by installing a fence, it draws a specific line in between two district types versus using landscaping to blend with the neighborhood so it transitions nicely without the "line drawn" on the property. These are issues that can be discussed and negotiated going forward to come up with an agreeable solution.

Commissioner Wussow stated the applicant has indicated that access to the parking lot will be to the alley – was that a requirement or the applicant's choice? City Planner Ostgarden said it is not a requirement. Commissioner Wussow thanked the applicant for doing so and he appreciates the landscaping plan. Mr. Fahning stated there were some legitimate comments and suggestions as this project has progressed and they listened to them and are trying to be a good neighbor.

The Chair closed the public hearing at 6:22 p.m.

City Planner Ostgarden confirmed the lighting poles are 25' in height.

Commissioner Marohn said the ordinance states the maximum light level is one-foot candle at the centerline of the public street. City Planner Ostgarden stated this will meet the standard requirement.

Commissioner Burslie questioned the curb cut for an old driveway on the north side and if it will be removed. City Planner Ostgarden indicated he did not believe it is in the applicants plan to remove but could be added as a condition to meet.

Commissioner Lambert asked where the dumpster will be located on the property. City Planner Ostgarden indicated the dumpster will be part of the development on the southside of the alley where the building is located along the northside of the building with the necessary screening.

Commissioner Marohn stated there are two things he would like to see and is not sure how others feel about it. The first is that the lighting not exceed 13' in height; 13' is a more neighborhood scale of lighting and will require a change to the plan but would like to offer the applicant flexibility in the number of lights in order to keep the height at 13'. Secondly, he recognizes the landscaping plan meets our zoning code requirements, but stated it is a sub-optimal plan in a sense that what we require in the code does not make sense to him. Mr. Marohn stated he would rather have the vegetation be more conducive to

streetscape and compatible to the neighborhood. He would like to see a change in the landscape plan that could be considered as an alternative to the plan as presented with the input from the neighbors.

City Planner Ostgarden stated it is possible to do so, however a plan that does not meet the obscuration requirement cannot be approved.

Commissioner Burslie stated the flowers and shrubs are no taller than 2-3' maybe a few 6' tall but what is the percentage that needs to be met? City Planner Ostgarden stated 50% on the northside and 80% on the east at 6' in height. If more information is desired to verify what is being proposed meets the standard, there is the option to require in the permit after planting the trees, further evaluation may be necessary to be sure it meets the obscuration requirements. This is an area that is important for the neighbors to have the ability to give input into the design. Although it is the responsibility of the city planner to ensure the requirements are met, it is not his responsibility to give an opinion on the aesthetics of the design.

Commissioner Marohn stated ideally there should be two trees on Kingwood, four or five trees along 2nd Street and a row of hedges slightly back from that to delineate the parking area from the walking area.

City Planner Ostgarden indicated the boulevard trees are a responsibility of the municipality to install, and many areas in the city are void of this which is disappointing.

Commissioner Marohn stated to fill a space, such as a parking lot area is by using a fence or a row of hedges. It appears that the ordinance is asking for a "hedge" which would work better in this area along with the trees that are city property.

City Planner Ostgarden stated if it is the desire of the commission that there be street trees along Kingwood and 2nd Streets, it can be requested of the city officials that trees be planted along the boulevard as part of the project and in accordance with the recommended placement. The City has a listing of acceptable trees to plant.

Commissioner Wussow asked if the applicant can answer these questions.

Mr. Fahning stated the ideas that are being discussed are all very acceptable ideas and a plan review will still need to be completed. These ideas and suggestions can be considered at a later date and what the issue tonight is essentially a Conditional Use Permit and if all the requirements have been met. If the plan review states some suggestions during the landscape, they can be addressed then.

Commissioner Marohn asked if the applicant would be comfortable with the Planning Commission approving the Conditional Use Permit with the condition on a final review of the landscape plan.

City Planner Ostgarden clarified that is not the way the application process goes. The plan review is going to be for the project south of the alley – what is being decided tonight is the look and the feel of the parking lot. This is the plan review for the parking lot topic at hand.

Mr. Fahning stated that the Conditional Use Permit was submitted with all the conditions being met as required and as requested. Above and beyond that can always be discussed and we can collaborate together on the details that are agreed upon by both parties which we are absolutely willing to do.

Commissioner Wussow questioned if the applicant would agree to the condition of meeting with the neighbors and staff to work together on the final plan if the commission would use this in the final approval. Mr. Fahning stated as long as it does not delay the process, as we are in a timeframe to complete the

project. The challenges with that is everyone has a different opinion of the overall landscaping plan and what becomes the determining factor of what is acceptable.

Commissioner Burslie asked if the property owner directly to the east of the site has been notified of the plans, as they would be affected by headlights. City Planner Ostgarden did not believe so.

City Planner Ostgarden read from the zoning ordinance Section 515-5-2: The City Council must take action on the application after receiving the report of the Planning Commission and shall make a recorded and written Finding-of-Fact and provide the written finding to the applicant within sixty (60) days of receipt of a completed application. If it grants the Conditional Use Permit, the City Council may impose conditions it considers necessary to protect the public health, safety and welfare.

Commissioner Lambert questioned since the street trees are the responsibility of the city if anything can be done on the motion. City Planner Ostgarden clarified that the commission may put a condition on the approval for boulevard trees and he will consult the city attorney for the validity of the request.

Commissioner Burslie would approve the application if a condition of a six-foot privacy fence be installed along the east property line with a row of hedges or fence along the north and west, as well as the other proposed vegetation. Commissioner Burslie stated he feels there needs to be a separation between the commercial property and the adjacent residential use.

Commissioner Marohn agrees with the fence suggestion on the east side, however the resident already has a chain-link fence. The resident should be contacted for their input on this concern as long as we follow the city code for fences.

City Planner Ostgarden stated that any condition that the commission desires to put on the application must be clear and not left for him to interpret.

Commissioner Marohn stated the commission does not want to delay the project and suggested the approval of the Conditional Use Permit with the condition that landscaping options be discussed at a later date.

Commissioner Gorham said once the application is approved and the project is moving forward, what happens if an agreement is not reached?

Commissioner Marohn stated the applicant has been working with the City and there is no reason that an agreement cannot be reached.

Commissioner Burslie questioned if the applicant can be asked to install a six-foot fence if the neighbor desires one.

City Planner Ostgarden stated no more questions – we are done with asking the applicant to do something. It is the prerogative of the Planning Commission to put in the conditions that the commission wants them to meet.

MOVED AND SECONDED BY COMMISSIONERS WUSSOW AND LAMBERT TO RECOMMEND APPROVAL OF THE CONDITIONAL USE PERMIT BASED ON THE FOLLOWING FINDINGS OF FACT AS PRESENTED.

Members Wussow and Lambert voted “aye”. Members Burslie, Headley, Gorham and Marohn voted “nay”. The Chair declared the motion failed.

MOVED AND SECONDED BY COMMISSIONERS MAROHN AND WUSSOW, DULY CARRIED, TO RECOMMEND APPROVAL OF THE CONDITIONAL USE PERMIT BASED ON THE FOLLOWING FINDINGS OF FACT AND CONDITIONS:

1. The parking lot is part of a (re)development for a pharmacy store.
2. The site contains a vacant lot and a duplex building at the southeast corner of Kingwood Street and N. 2nd Street, on the north side of the alley.
3. The property is zoned a B-1 (Residential Office) District and the property south of the alley is zoned a B-6 (Washington Street Commercial) District, on which there is a vacant residential dwelling and a 5-unit apartment building.
4. The B-6 parcel is proposed for a Thrifty White Pharmacy which is a use permitted in the B-6 District.
5. Parking lots in B-1 Districts across an alley from a permitted B-6 (Washington Street Commercial) District are allowed by Conditional Use Permit.
6. The proposed rezoning area is approximately .33 acres.
7. Property to the west is off-street parking for a restaurant; property to the north is single family residential and property to the east is single family residential.
8. Zoning to the west and east is a B-1 (Residential Office) District and zoning to the north is an R-1 (Low to Medium Residential) District.
9. All applicable Zoning Ordinance requirements such as greenspace requirements, maximum light levels, required tree planting, setbacks, parking stall sizes and aisle widths have been met.
10. The proposed use shall organize vehicular access and parking to minimize traffic congestion in the neighborhood, as access to the parking lot will be via an alley onto North 2nd Street. No other access to North 2nd Street or to Kingwood Street are planned.
11. The proposed use shall be sited, oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties. The parking lot has been designed so parking stalls are oriented in an east/west direction. At night, headlights from north bound vehicles entering the lot will be screened from the residential property across Kingwood Street.
 - Landscaping including a mixture of conifers, deciduous trees and shrubs will be installed along the west, east and south side of the parking lot.
12. The proposed use shall produce a total visual impression and environment which is consistent with the environment of the neighborhood. The parking lot will be consistent with the visual impression south of Kingwood Street and the neighborhood, as there are two parking lots within one block north of the alley along Kingwood Street.
13. The Conditional Use Permit approval is supported by the following Comprehensive Plan Goals and Strategies:

General Goal #3: Promote community spirit and unity and enhance Brainerd's character and identity.

Strategy

Support the redevelopment of vacant and abandoned sites within the urban core.

Granting the Conditional Use Permit will support the redevelopment of a vacant site and remove deteriorating residential property.

Conditions:

- The lighting shall be no greater than 13' in height.
- The applicant shall be allowed to increase the number of lights to ensure that the desired coverage is met.
- The landscaping plan be brought back for an alternate review at a subsequent meeting before landscaping is finalized.

In the absence of any type of agreement on an alternative plan, the submitted plan will govern.

Members Headley, Gorham, Marohn, Lambert and Wussow voted "aye". Member Burslie voted "nay". The Chair declared the motion carried.

B. Public Hearing – Noncommercial Greenhouses in Residential Zoning Districts

City Planner Ostgarden indicated the change to the definition in the Zoning Ordinance, Section 2 would be the following:

GREENHOUSE: A building or structure often on a metal or wooden frame constructed chiefly of glass, glasslike or translucent material, which is devoted to the protection or growing of flowers, shrubbery, vegetables, trees, or other horticultural and floricultural products

The following language would be added to Section 17 General Building, Use and Design Provisions:

- b. Number of Buildings. Total number of accessory buildings and garages shall be limited to one of the following:
- 1) One (1) attached garage and one (1) detached accessory building.
 - 2) Two (2) detached accessory ~~structures~~ BUILDINGS.
 - 3) Should there be zero or one accessory building, a noncommercial greenhouse is permitted, provided the combination of accessory buildings and garages (attached and detached) per lot shall not exceed the maximum size for all accessory buildings on the lot.
 - 4) Should a lot have the maximum number of allowed accessory buildings, one noncommercial greenhouse up to 10' x 12' is permitted, provided the combination of accessory buildings and garages (attached and detached) per lot shall not exceed the maximum size for all accessory buildings on the lot.
 - 5) The following clear material is permitted for greenhouse construction to allow radiant heat from the sun:
 - i. Glass
 - ii. Rigid Polycarbonate panels
 - iii. Semi rigid Polyethylene panels
 - iv. Rigid Fiberglass panels
 - v. Rigid Acrylic panels

vi. Vinyl

Flexible rolled material is not permitted.

- 6) One noncommercial greenhouse 3'W x 4'L x 5'T constructed with flexible rolled material is allowed in a rear yard.
- 7) Material permitted in this section can be used for parts of a greenhouse not allowing radiant heat.

Number six above has been added to address the concern for a property owner to have a small seasonal and portable greenhouse.

Commissioner Wussow stated a concern on number four with the size of 10' x 12' – this goes back to old language and suggests a change of up to 200 square feet, as it is with any other accessory structure.

Commissioner Marohn and Commissioner Burslie indicated the very first sentence is confusing with the numbering system. Commissioner Marohn suggested number three should be “c.”, number four “d.” and so on. The total number of accessory buildings and garages should state number one or two as the choices.

Commissioner Wussow and Commissioner Marohn both questioned if Section 17 can be revised in the suggested format as shown below:

b. Number of Buildings. Total number of accessory buildings and garages shall be limited to one of the following:

- 1) One (1) attached garage and one (1) detached accessory building.
- 2) Two (2) detached accessory structures BUILDINGS.

i. Should there be zero or one accessory building, a noncommercial greenhouse is permitted, provided the combination of accessory buildings and garages (attached and detached) per lot shall not exceed the maximum size for all accessory buildings on the lot.

ii. Should a lot have the maximum number of allowed accessory buildings, one noncommercial greenhouse up to 10' x 12' is permitted, provided the combination of accessory buildings and garages (attached and detached) per lot shall not exceed the maximum size for all accessory buildings on the lot.

iii. The following clear material is permitted for greenhouse construction to allow radiant heat from the sun:

- a) Glass
- b) Rigid Polycarbonate panels
- c) Semi rigid Polyethylene panels
- d) Rigid Fiberglass panels
- e) Rigid Acrylic panels
- f) Vinyl

Flexible rolled material is not permitted.

iv. One noncommercial greenhouse 3'W x 4'L x 5'T constructed with flexible rolled material is allowed in a rear yard.

v. Material permitted in this section can be used for parts of a greenhouse not allowing radiant heat.

Commissioner Burslie questioned if they are allowed in rear and side yards only.

City Planner Ostgarden indicated the greenhouses that are intended to be permanent may be built anywhere on the property, provided they meet the required setbacks.

Commissioner Lambert asked if the exclusion of the flexible rolled material is just for the permanent greenhouse, in which City Planner Ostgarden confirmed it is.

The Chair opened the public hearing at 7:05 p.m.

No one came forward.

The Chair closed the public hearing at 7:06 p.m.

MOVED AND SECONDED BY COMMISSIONERS LAMBERT AND BURSLIE, DULY CARRIED, TO RECOMMEND APPROVAL OF THE NONCOMMERCIAL GREENHOUSES IN RESIDENTIAL ZONING DISTRICTS WITH THE RECOMMENDED CHANGES IN FORMATTING AS PRESENTED.

#5 Public Forum

The Chair opened the public forum at 7:07 p.m.

No one came forward.

The Chair closed the public forum at 7:07 p.m.

#6 Old Business

A. Comprehensive Plan Update – Review of 2004 Comprehensive Plan Goals and Strategies

City Planner Ostgarden gave a brief update to the commission regarding the steering committee and some information that will be presented to them at the meeting on April 19th. In order to move forward with the new comprehensive plan, the committee needs to have information about the community to understand them in the best way possible. The current comprehensive plan, the results of the public outreach sessions and ideas and suggestions will be compiled so a clear understanding of the wants and needs of the community can be reviewed. One of the tasks is having to review the goals and strategies of the 2004 plan to see how well the plan was followed and implemented.

City Planner Ostgarden indicated he went through the 2004 plan and graded each strategy on a scale of zero to ten; zero being nothing was done to ten as fully implemented. It was somewhat difficult to assign points to some of the strategies because they were statements of desires and ideas rather than actual strategies.

City Planner Ostgarden invited the commission to the Comprehensive Plan Steering Committee meeting taking place Thursday, April 19th at 4:00 p.m. at the Brainerd Industrial Center. There will be a tour of the center at 3:00 p.m. if anyone is interested.

Commissioner Lambert suggested that we consult with Andy Stone, Transit Coordinator about his ideas and input for the plan.

City Planner Ostgarden indicated he met with Mr. Tad Erickson and it was discussed that technical committees will be formed for the input of the various internal, as well as external departments.

City Planner Ostgarden stated that the American Planning Association has a different grading template on sustainability, which were graded on the 2004 plan. The rating results after using this guide were not very high.

Commissioner Gorham asked what letter grade the Planning Department would give to the 2004 Comprehensive Plan. City Planner Ostgarden replied his opinion would be a D-; some areas were near to approaching a C grade, with others that should not even be graded.

Commissioner Marohn asked what may have caused this low grade in the plan. City Ostgarden replied he feels the following reasons may have been a problem in the progression of the plan. 1) The implementation chapter in the plan was not strong enough to give the guidance that the community needed to proceed. 2) It may be that after the process, there was not enough emphasis given to the importance of having a Comprehensive Plan. 3) It is not the fault of any individual; employee or department, however there was a lack of understanding on the part of leadership in total in the community to complete what was said would be completed. The goals were average, but the methods of implementation and the strategies were weak with many being just ideas and not strategies.

Commissioner Lambert stated she was a part of the 2004 Comprehensive Plan and agrees with what City Planner Ostgarden said. There was not a clear understanding of the importance of the plan and the strategies were more ideas and suggestions.

Commissioner Marohn inquired about where the responsibility lies when it comes to implementation of a comprehensive plan. City Planner Ostgarden replied that the comprehensive plan is a policy document and as with any other policy, ordinance or strategic vision, it would rest with the elected officials. If the will, desire and understanding is not with the elected officials, others cannot be expected to work towards it. The City has some new vision in leadership and elected officials that do understand the importance of such a plan and the implementation of the plan should result in a much different result.

Commissioner Marohn asked if the Planning Commission serves a role in reviewing, implementing or advising council regularly on the implementation of the plan. City Planner Ostgarden replied that yes, the Planning Commission should be emphasizing the importance of the document for the community. The Planning Commission should set the precedence going forward.

#7 Commissioners' Questions/Comments

Commissioner Marohn apologized for not having the time to complete the request to gather information about Kingwood Street and parking concerns. He stated that he will try to get this completed for next months' meeting.

#8 City Planner's Report

City Planner Ostgarden thanked Commissioner Marohn for meeting with city staff recently to show his PowerPoint presentation regarding parking.

#9 Adjourn

The Chair adjourned at 7:26 p.m.

Respectfully submitted,

City Planner Mark Ostgarden AICP

MEMO

TO: Planning Commission

CC: Mark Ostgarden, City Planner

DATE: February 16, 2018

RE: Residential Greenhouses

There is a growing movement for home grown fruits and vegetables. Many gardeners like the ability to grow plants from seed in a greenhouse. Over the years, we have had a few inquiries about whether residential greenhouses are permitted. Unfortunately, we have had to explain they are not permitted for 1 or more of the following primary reasons:

1. If a greenhouse is greater than 120 square feet, it requires a building permit. That was changed to 200 square feet in 2015.
2. One additional accessory building is allowed with an attached garage and if the garage is detached, 1 additional accessory building is allowed.
3. Residential zones require that:

No plastic, canvas or vinyl tarps shall be used in the construction of any accessory buildings. All buildings over one hundred twenty (120) square feet shall have the same or similar finish as the neighboring buildings and be homogeneous in design.

Another inquiry about permitting residential greenhouses has recently been received. Based on more people's interest in healthier eating options, the desire for home grow produce and the farm to table movement, should a review/amendment of our accessory building language be considered to permit residential green houses.

Should the Planning Commission be interested in reviewing the issue, the attached research information was prepared by Planning Intern, Matt Kallroos who researched ordinance language from several other communities.

This is on the agenda for discussion and direction. Should the Planning Commission desire to amend the Zoning Ordinance, the Planning Department will try to have options for consideration.

Residential Greenhouses

Definitions

- **GREENHOUSE:** An enclosed building, permanent or portable, which is used for the growing of small plants (*Baxter*)
- **GREENHOUSE:** An enclosed building, permanent or portable, which is used for the growing of small plants (*St. Francis*)
- **GREENHOUSE:** means a building or structure constructed chiefly of glass, glasslike or translucent material, cloth or lath, which is devoted to the protection or cultivation of flowers, shrubbery, vegetables, trees, or other horticultural and floricultural products are grown. (*Anoka*)
- **GREENHOUSE:** A glass or transparent plastic structure, often on a metal or wooden frame, in which plants that need heat, light, and protection from the elements are grown. (*Richfield*)
- **GREENHOUSE:** Defined as enclosed building, permanent or portable, used for growing of small plants. (*Clearwater*)

What Do Cities Allow?

- **Rogers, MN:** Greenhouses are allowed in mid- density residential (R-3) and multi- family residential district (R-4) as long as they do not exceed 120 square feet in gross floor area.
- **Arden Hills, MN:** A Zoning Permit is required for any accessory structure larger than 120 square feet and up to 200 square feet in size. A building permit is required for any accessory structure over 200 square feet in size.
 - Accessory structures less than 120 square feet in size do not require a permit, however, they still require that the following requirements are met. The following requirements will be verified as part of the Zoning Permit review process for accessory structures: The location of a accessory structure on a property must comply with the setback regulations of the underlying Zoning District.
 - In R-1, R-2, and R-3 districts, accessory structures shall not exceed fifteen (15) feet in height or the height of the principal structure to which it is accessory, whichever is lower. In R-1, R-2, and R-3 Districts, accessory structures must be located behind the front façade of the principal structure either in the side or rear yard. The minimum setback for accessory structures is ten (10) feet from all rear and interior side lot lines.
- **St. Francis, MN:** Subject to applicable provisions of this Ordinance, the following are permitted accessory uses in the R-4 District: Non-commercial **greenhouses** provided they do not exceed two hundred (200) square feet in area.

- Cloth, canvas, plastic sheets, tarps, and similar materials are not allowed as roofing materials except for **greenhouses**, agricultural uses, and public uses for the purposes of protecting outdoor storage materials necessary for public safety, such as salt and sand.
- **Anoka, MN:** *Conditional uses.* The following uses of land or structures are permitted in the R-1 single-family residential district if granted a conditional use permit:
 - (1) Nurseries, greenhouses for growing only, landscape gardening and tree farms.
 - (2) The following uses of land or structures are permitted in the R-2 one- and two dwelling district if granted a conditional use permit: (11) Greenhouses for home use.
- **Hugo, MN:** All accessory buildings shall resemble, in style, materials, color, roofline, and siding type, the principle building on the lot, except the following building types may vary from this standard:
 - Accessory buildings located in the agricultural and long- term agricultural zoning districts
 - Accessory buildings under 120 square feet in size
 - Greenhouses
 - A site plan must be submitted for approval by the community development director or designee before a permit is issued for any accessory building

Lot size	Maximum number of accessory buildings allowed	Maximum combined size of accessory buildings (square feet)
Under 1.5 acre	1	260
1.5 to 2.99 acres	2	1,500
3 to 4.99 acres	2	2,000
5 to 9.99 acres	2	3,500
10 or more acres	3	5,000

- **Waterville, MN:** Accessory Structures. A structure for uses relating to, but subordinate to the main use of the property and located on the same lot as the main use and which can meet the minimum setback requirements unless excepted herein, including, but not limited to: Private garages, sheds, antennas, walls, loading docks, gazebos, pools, outbuildings, Storage facilities, private greenhouses and fences.

Wind/ Snow Loads

<https://www.revisor.mn.gov/rules/?id=1303&view=chapter>

Residential Districts: Support structures taller than thirty five feet (35') shall be mounted in concrete, and designed to withstand a wind velocity of at least seventy (70) miles per hour. 60 pound per square foot snow load

1. In order to utilize wind loads from this part, the building shall meet the following requirements:
 1. (1)60 feet (18.3 m) or less in height;
 2. (2)height not to exceed least horizontal dimension;
 3. (3)enclosed building;
 4. (4)roof shape — flat, gabled, or hip;
 5. (5)roof slope of 45 degrees maximum;
 6. (6)simple diaphragm building;
 7. (7)not a flexible building;
 8. (8)regular shape and approximately symmetrical;
 9. (9)no expansion joints or separations; and
 10. no unusual response characteristics (for example: vortex shedding, galloping, or buffeting).

Materials

<https://www.slideshare.net/flowerhouse/types-of-greenhouse-materials-used-in-green-house-construction>

<http://www.hobby-greenhouse.com/coverings.htm>

- The framing materials comprises of aluminum, wood, galvanized steel and PVC while the types of films or covering materials used to protect plant include Acrylic, Polycarbonate, fiberglass, plastic etc.
- The panels made up of these materials are virtually durable in comparison to other materials used for greenhouse glazing. Wood is the most popular choice as it lasts for longer periods of time. Wood scores well on insulation and are easy to assemble

- However, as greenhouses always remain wet, damp so there might be a chance of wood getting rotten. Well, for longevity you could opt for cedar, redwood or some specially treated wood followed by applying a seal.
- Aluminum another most popular material used for backyard greenhouses is Aluminum. The material doesn't allow rusting and can withstand the adverse climatic situations. It provides a good rigid form and can be painted or anodized in any color. Its price is bit expensive when compared to other materials commonly used as greenhouse materials.
- PVC plastic is arguably a nice choice for frames not because it is lightweight or easy to assemble but it offers less heat loss.







April 23, 2018

Mayor Menk and City Council Members
City of Brainerd
501 Laurel Street
Brainerd, Minnesota 56401

RE: Thrifty White Conditional Use Permit Approval

Dear Mayor Menk and City Council Members,

Per the recent recommendation for APPROVAL of the Conditional Use Permit for the Thrifty White Pharmacy and the Special Session of the City Council being held on Wednesday, April 25, 2018, I am requesting the following changes to the Conditional Use Permit that was recommended for approval by the Planning Commission, prior to the approval by the City Council:

- ***Removal of the condition of “Parking lot lighting poles shall be no more than 13’ in height”:*** The plan that was submitted with the application and Conditional Use Permit request met the City code, which required the light poles to be under 30’. The design that was submitted proposed 23’ tall poles while meeting the required photometrics of the code with the specific pole design. In addition, we proposed a “cut-off” type light fixture that reduced the light extending outside of the property into neighboring properties. From the discussion at the Planning Commission meeting, the intent of the reduction of pole height to 13’ was based on an aesthetic preference. The following items provide some insight to the rationale to our 23’ pole height while still observing the City code:
 - The requirement of the 13’ pole height as a condition of the approval creates some health safety concerns along with imposing some potential issues:
 - With the typical height limit of a box delivery truck and other delivery vehicles being 13’-6”, a 13’ light pole will create potential access restrictions to the site and potential conflict related to deliveries. The 23’ pole height proposed is a standard height and will accommodate the parking and delivery needs of the tenant while still respecting the current City code.
 - The 13’ pole height identifies some potential issues with reaching the required photometrics of the City Code while maintaining minimal “light wash” outside of the property.
 - A concern related of health and safety is raised for adequate lighting needed from a safety issue in a parking lot with the combination of the 13’ light pole height and potential parking of vehicles over 13’ during the nighttime (or early morning hours). The combination of these two items drastically effects

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the photometric coverage during those times, creating dark areas within the parking lot and raising security concerns.

- ***Removal of the condition that “The landscape plan be brought back for an alternate review at a subsequent meeting before landscaping is finalized, while in the absence of an agreement of an alternate plan, the submitted plan will govern”.*** As we discussed and Commissioners agreed upon during the Planning Commission meeting, the submitted landscape plan met the City code based on the number of trees, shrubs, and density of ground cover. The stipulation of the Conditional Use Permit that was imposed was based on aesthetics and the desire to see “more landscape” and better screening to the street adjacent property owners to the east of the property. There are several concerns that are raised from this and support our request for removal of this stipulation:
 - The increase in the amount of landscape begins to counteract the discussion during the original Planning Commission meeting (rezoning request) and the dislike expressed by a series of the Planning Commission members for the landscape that was installed to the property to the west.
 - The increase density and the screening requested in a redesign would create potential health safety issues for the parking areas and pedestrians using the sidewalks at night. The screen and increase density provides potential hiding areas and unsafe conditions
 - With the increase density of the design, a concern is raised with the health and welfare of the plant material being installed. Most often when plant material is designed with an “instant landscape” philosophy (high density), the outcome results in an overgrown look, low plant health, death, and ultimately, removal of the plant material. Our intent is to review the current plan, investigate plant material specified, and implement changes in material to maximize their size and increase density based on current plan.
 - The property owner to the East has been monitoring and has been aware of the proposed plan for this property through his representative, Mr. Gary Scheeler. In a discussion with Mr. Scheeler, the property owner has expressed no issues with the landscape plan proposed and has not expressed any requirement of screening between the parking lot and his property above and beyond the current landscape proposed.
 - Although we maintain our interest and position of being a “good neighbor”, redesigning the landscape and returning for an open meeting review of the landscape plan with neighbors and Planning Commission will result in a delay in our project and a potential conflict of design preferences, based on an opinion of what a good design should be. Our design proposed has met code and was provided by our licensed architect, implementing a professional approach to the project.

I will be in attendance of Wednesday's meeting and request the opportunity to discuss the removal of the above items while addressing any questions or comments that the Council may have. In the meantime, please feel free to contact me via phone, (763) 331-4964, or email, **jfahning@shingobee.com**, with any questions, you may have.

I look forward to speaking soon and seeing you on Wednesday!

All the best,

Best regards,

SHINGOBEE REAL ESTATE COMPANY, LLC

A handwritten signature in dark ink, appearing to read 'Jon Fahning', with a stylized flourish extending to the right.

Jon Fahning
Vice President – Real Estate Development

Cc: Cassandra Torestenson, City Administrator
Mark Ostgarden, City Planner