

CITY COUNCIL AGENDA

Brainerd, Minnesota

June 4, 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 May 21, 2018

Documents:

20180521_CC draft.pdf

B. **Approval Of Licenses**

1. Contractor Licenses - 1 - New; 3 - Renewals
2. July 1 Renewals - See Agenda Request Attached for Listings

Documents:

2018-06-04 License RPT.pdf

July 1 Renewals.pdf

C. **Department Activity Reports**

1. Fire Chief
2. Parks Director

Documents:

Fire Chief Report.pdf
Parks Report.pdf

6. **Presentations**

- A. **Camp Ripley Annual Update - Senior Commander Kruse**
- B. **Airport Annual Report - Steven Wright**

Documents:

Airport Annual Report.pdf

7. **Council Committee Reports**

A. **Personnel And Finance Committee**

Documents:

20180604_PF.pdf

- 1. Approval Of Bills
- 2. Police Department: Bomb Team Joint Powers Agreement (JPA)
Renewal & Resolution

Documents:

2018-06-04AgendaRQbombTmJPA-Resol.pdf

- 3. Recommendations For Paid On Call Hiring

Documents:

2018 POC Hiring Grimbsy Gawboy Wallace Vork.pdf

B. **Safety And Public Works Committee**

Documents:

20180604_SPW.pdf

- 1. Improvement 18-01 Change Order 1

Documents:

Improvement 18-01 - Change Order 1.pdf

- 2. Improvement 18-01 - Street Department Salt/Sand Shed Paving Quote

Documents:

Imp 18-01 Paving Quote.pdf

3. Improvement 17-13 Testing Services Proposals

Documents:

Imp 17-13 - Testing Services Proposals.pdf

4. Northtown Access Easement

Documents:

Northtown Access Easement.pdf

5. Loretto Bay Alley Improvement And Maintenance Agreement

Documents:

Alley Agreement.pdf

6. Resolution - Crow Wing County Multi-Hazard Mitigation Plan

Documents:

2018 Agenda Request Crow Wing County Mitigation Plan Resolution.pdf

7. Resolution - Brainerd And Crow Wing County Public Transit Operating And Capital Transit Grant For Year 2019

Documents:

Res - Authorizing an Agreement with the State of Minnesota to Provide Public Transportation Services in Year 2019.pdf

8. Event/Street Closure Application - Jaycees Street Fest

Documents:

Event Application - Jaycees Street Fest.pdf

9. Street Sweeping Policy

Documents:

Street Sweeping Policy.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. 1482 - An Ordinance Adding Section 540 To The Brainerd City Code Enforcing The Statutory Prohibition Of The Use And Sale Of Coal Tar Sealant Products Within The City Of Brainerd, MN.**

Documents:

Ord 1482.pdf

9. New Business

- A. First Reading - Ordinance 1483 - City Code Section 1200 - Liquor Ordinance Review**

Documents:

City Code Chapter 12 Review.pdf

- 1. Added Pages From The Meeting**

Documents:

Liquor Zones and Current Establishments.pdf

10. Public Forum

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

11. Staff Reports

(Verbal: Any Updates since Packet)

12. Council Member Reports

13. Adjourn

NOTE: Safety and Public Works Committee will meet at 6:45 P.M.
Personnel and Finance Committee will meet at 7:15 P.M.

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

MISSION

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

**Brainerd, MN
May 21, 2018**

Pursuant to due call and notice thereof, the regular meeting of the Brainerd City Council was called to order at 7:30 P.M. by Council President Pritschet.

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

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

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO AMEND THE AGENDA BY ADDING A PRESENTATION BY THE WALKABLE BIKEABLE COMMITTEE PRIOR TO THE CONSENT CALENDAR.

Presentations

Ms. Eleanor Burkett, chairperson for the Walkable Bikeable Committee thanked the council for the opportunity to present. Ms. Burkett stated as the revisions are being made to the 2004 Comprehensive Plan, the strategies for the Transportation Goal continue to be a priority and should be included in the revised plan. She also encouraged city staff utilize the Non-motorized Transportation Plan (NMTP) that was approved by city council in 2016 as an annual budget guide for maintenance and improvements. The WBCC hopes that one day, with joint efforts, Brainerd will be able to join the list of honored bicycle friendly communities in Minnesota.

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

A. Approval of the Minutes of the Regular Meeting held on May 7, 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. Minnesota Lawful Gambling Applications for Exempt Permit – Submitted by The Brainerd Jaycees for an Event to be Held July 28, 2018 at the Brainerd High School Lower Lot, 400 East River Road, Brainerd - Approved

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

Council Committee Reports

Personnel and Finance Committee Report

Approval of Bills - Approved

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

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

Police Officer Conditional Job Offer – Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO AUTHORIZE MAKING A CONDITIONAL JOB OFFER TO POLICE OFFICER CANDIDATE, GRANT LARSON, CONTINGENT ON SUCCESSFUL COMPLETION OF THE PRE-EMPLOYMENT SCREENING PROCESS, WITH A STARTING DATE OF JUNE 25TH, OR SHORTLY THEREAFTER.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO AUTHORIZE THE CALL TO THE CIVIL SERVICE COMMISSION TO CERTIFY THE NEXT THREE CANDIDATES IF NECESSARY.

Council Member Johnson indicated the Civil Service Commission only certifies three candidates at a time. If this third candidate does not successfully complete the screening process, the commission needs to meet and certify three more candidates.

Safety and Public Works Committee Report

Brainerd Riverfront Plaza Land Survey and Title Research Proposals - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO APPROVE THE PROPOSAL FROM WIDSETH SMITH NOLTING AT THE COST OF \$4,500 USING THE DEDICATED FUNDS AUTHORIZED FOR THE PLAZA.

Event/Street Closure Application – Memorial Day Parade - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX TO APPROVE THE EVENT/STREET CLOSURE APPLICATION FOR THE MEMORIAL DAY PARADE UNDER THE CONDITIONS THAT THE EVENT STAFF COORDINATE TRAFFIC CONTROL WITH ENGINEERING STAFF AND WORK WITH THE POLICE DEPARTMENT IF A POLICE ESCORT WILL BE NECESSARY FOR THE PARADE.

Members Johnson, Hilgart, Bevans, Badeaux and Pritschet voted "aye". Member Lambert abstained from voting. The Chair declared the motion carried.

2018 Transit Capital Bus Purchase – Adopted by Resolution No. 33:18

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF THE 2018 BUDGETED BUS FROM NORTH CENTRAL BUS SALES OF ST. CLOUD AT THE TOTAL COST OF \$80,144.

RESOLUTION NO. 33:18

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

Set Public Hearing – Draft 5-Year Capital Improvement Plan - Approved

City Engineer Sandy indicated the draft version of the 5-year capital plan has been available on our website for the public to view. The public hearing has been set for June 18, 2018 at 7:30 pm to hear from the community.

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO HOLD THE PUBLIC HEARING ON JUNE 18, 2018 AT 7:30 P.M. REGARDING THE 5-YEAR CAPITAL IMPROVEMENT PLAN.

Council Member Johnson thanked staff for compiling the plan and sharing it online for the public to view.

Snow Plowing Policy – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT STAFF RECOMMENDATION TO ADOPT THE POLICY AND SIDEWALK/TRAIL PRIORITY SCHEDULE AS PRESENTED.

Unfinished Business

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

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

Planning Commission

Conditional Use Permit Request – Non-enclosed Premises at Sage on Laurel, 606 Laurel Street - Approved

City Planner Ostgarden explained the Planning Commission is recommending approval of the application based on the Findings of Fact and recommended conditions. City Planner Ostgarden reviewed the details from the Planning Commission meeting regarding the patio and a map of the proposed layout.

City Planner Ostgarden indicated the Planning Commission was concerned about the access of vehicles into the parking lot when the patio is constructed and showed two maps of the lot.

May 21, 2018 - ***DRAFT***

Council Member Johnson stated the City signed a lease in March to rent a portion of the parking lot owned by Ms. Sarah Hayden Shaw and inquired if the lease would be void in passing the Conditional Use Permit.

City Attorney Langel indicated the lease would not be consistent with the terms and conditions implied thus making it void.

The Chair recognized Ms. Sarah Hayden Shaw, owner of Sage on Laurel located at 606 Laurel Street. Ms. Hayden Shaw indicated the lease was never executed and she has not received any payments for it. Ms. Hayden Shaw stated she has met all the requirements of the application and all plans for the patio have been reviewed by city staff. The parking lot striping plans have been reviewed by City Engineer Sandy as the best layout for the lot. Ms. Hayden Shaw agreed to renegotiate the lease if necessary.

Council discussion took place.

MOVED AND SECONDED BY ALDERMEN BEVANS AND JOHNSON, DULY CARRIED, TO APPROVE THE CONDITIONAL USE PERMIT TO CONSTRUCT A NON-ENCLOSED PATIO ADJACENT TO THE RESTAURANT, REMOVING CONDITION #2 REGARDING THE PARKING LOT AND TERMINATE THE PARKING LOT LEASE.

MOVED AND SECONDED BY ALDERMEN BEVANS AND JOHNSON, DULY CARRIED, TO DIRECT STAFF TO DRAFT A LEGAL EASEMENT REGARDING THE FENCE AND PROPOSED FENCE GATE LOCATED ON SAGE ON LAUREL PROPERTY.

Final Reading – Proposed Ordinance No. 1481 – A Zoning Ordinance Text Amendment to Permit Noncommercial Greenhouses as an Accessory Use in the Residential Districts Below:

- R-R, Rural Residential District
- R-E, Single Family Estate Residential District
- R-1A, Single Family Residential
- R-1, Single Family Residential
- R-2, Medium Density Residential
- R-3, High Density Residential
- R-MH, Manufactured Housing District
- B-1, Residential Office District
- B-2, Neighborhood Business District

MOVED AND SECONDED BY ALDERMEN JOHNSON AND LAMBERT, DULY CARRIED, TO HOLD THE FINAL READING OF PROPOSED ORDINANCE NO. 1481 – A ZONING ORDINANCE TEXT AMENDMENT TO PERMIT NONCOMMERCIAL GREENHOUSES AS AN ACCESSORY USE IN THE RESIDENTIAL DISTRICTS SHOWN.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND LAMBERT TO ADOPT ORDINANCE NO. 1481 – A ZONING ORDINANCE TEXT AMENDMENT TO PERMIT NONCOMMERCIAL GREENHOUSES AS AN ACCESSORY USE IN THE RESIDENTIAL DISTRICTS SHOWN.

ORDINANCE NO. 1481

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

New Business

First Reading – Proposed Ordinance No. 1482 – An Ordinance Adding Section 540 to the Brainerd City Code Enforcing the Statutory Prohibition of the Use and Sale of Coal Tar Sealant Products within the City of Brainerd – Approved

City Engineer Sandy explained coal tar sealant products are illegal in the state of Minnesota due to known carcinogens which affect stormwater runoff. The Minnesota Statute states local units of government need to adopt by reference into the city ordinances to be able to enforce it.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS TO HOLD THE FIRST READING OF ORDINANCE NO. 1482 – AN ORDINANCE ADDING SECTION 540 TO THE BRAINERD CITY CODE ENFORCING THE STATUTORY PROHIBITION OF THE USE AND SALE OF COAL TAR SEALANT PRODUCTS WITHIN THE CITY OF BRAINERD.

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

Discussion of Downtown Creative Placemaking Initiative Support – Informational

City Administrator Torstenson explained the Council made a motion at the February 20, 2018 council meeting to contribute \$3,000 to supporting the downtown creative placemaking initiative. Staff is seeking clarification from council if funds are to be used for expenses of the City or Brainerd Restoration. It was determined the contribution is for expenses incurred by Brainerd Restoration.

Modification of On-Sale Liquor License for Sage on Laurel - Approved

Finance Director Hillman stated the Conditional Use Permit approval for the outdoor patio requires a modification to the on-sale liquor license to include the patio for serving alcohol.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND BEVANS TO HOLD THIS REQUEST UNTIL THE JUNE 4, 2018 MEETING AFTER THE MORATORIUM OF LIQUOR LICENSES PASSES.

City Attorney Langel clarified this is not a new on-sale liquor license request; it is simply a modification to an existing license to include a patio. Minnesota State law indicates the only action needed on an existing license to extend the premises is to amend the existing license and provide evidence of insurance coverage to include the patio.

Member Johnson voted "aye". Members Hilgart, Lambert, Bevans, Badeaux and Pritschet voted "nay". The Chair declared the motion failed.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO APPROVE THE MODIFICATION OF THE ON-SALE LIQUOR LICENSE FOR SAGE ON LAUREL TO EXTEND TO THE NON-ENCLOSED PATIO AREA.

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

Public Forum

The Chair opened the Public Forum at 8:36 p.m.

No one came forward.

The Chair closed the Public Forum at 8:36 p.m.

Staff Reports

City Engineer Sandy reported the legislative session has ended and gave an update of some of the bills that were recently discussed.

Finance Director Hillman announced filings for city offices open on Tuesday, May 22, 2018. On Wednesday, May 30th, the Crow Wing County Sheriff's Office, the Division of Emergency Management and the Brainerd Fire Department will be hosting a Module II workshop training for senior leadership and elected officials on the rules and responsibilities in disaster response. The event will take place at the Crow Wing County Land Services building from 5:30 p.m. – 7:30 p.m. in Rooms 1 and 2. If anyone is interested in attending, an R.S.V.P. is required.

City Administrator Torstenson stated six summer interns started at City Hall recently. We have asked them to look at our city processes and encouraged ideas that they may have. Ms. Torstenson said she will be working with city staff towards a goal of improving customer service in the City. Another legislative update to announce is the city will not lose any LGA funds this year, however there was not an increase either. The bonding bill for trails did not get put into the bonding or LCCMR this year. Council Members Hilgart and Johnson attended the session in St. Paul with City Administrator Torstenson advocating for our trails package which unfortunately did not pass.

Council Member Reports

Council Member Hilgart announced the trip to the State Capitol was very educational regarding our bonding request and ways to make it more persuasive. She met with the Fire Advisory Board today to discuss how to plan to fund for capital equipment replacement.

Council Member Bevans represented the Brainerd City Council at the groundbreaking of the construction at St. Francis Church.

Mayor Menk announced Operation Sandwich will be underway shortly. This is a program to provide lunch to students throughout the summer and donations are welcome. Mayor Menk will be traveling to Madden's this week to address the Housing and Redevelopment Authority (HRA) by welcoming them to our City and community.

In downtown news, Senor Patrons is installing a new roof and The Purple Fern has opened for business. City Administrator Torstenson joined Mayor Menk on a tour of the downtown mall which is being remodeled by Pueringer Investments and will soon have 14 new apartments.

Adjourn to Closed Session Pursuant to MN Statutes 13D.05, Subd. 3 (C) (3) For the Purpose of Developing or Considering Offers or Counteroffers for the Sale of Property known as Industrial Park Phase V – 8:47 p.m.

The Chair reconvened into open session at 9:06 p.m.

The Chair adjourned the meeting at 9:06 p.m.

Cassandra Torstenson
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
June 4, 2018

(1 New, 3 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
ROD WINK CONSTRUCTION LLC 13251 TRAILS END LANE BRAINERD, MN 56401 18-0168	(218) 839-7940	GENL	1/15/2019	12/31/2018	BC383050
JAKE FEIERABEND CONSTRUCTION LLC 12025 FIVE MILE ROAD BRAINERD, MN 56401 18-0169 (new)	(218) 831-9300	MASO	6/1/2019	12/31/2018	BC728094
PORTAGE LAKE CONCRETE, INC. 20334 LINBERG ROAD P.O. BOX 298 DEERWOOD, MN 56444 18-0170	(218) 534-3094	MASO	7/1/2018	12/31/2018	
INTERIOR RESOURCES 26567 E SHORE PL HARTFORD, SD 57033- 18-0171	(605) 526-4333	GENL	1/9/2019	12/31/2018	



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

2018-2019 LICENSE RENEWALS

JUNE 4, 2018 COUNCIL MEETING

BULK PLANT LICENSE – 1 Renewal

Best Oil Company, LLC
1202 Madison Street
Brainerd, MN 56401

FILLING STATION LICENSES – 9 Renewals

Mill Ave Holiday
1500 Mill Ave
Brainerd, MN 56401

Triangle Store
901 Oak Street
Brainerd, MN 56401

Southside Express
701 Industrial Park Road SW
Brainerd, MN 56401

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

SA #4076 Northern Tier
1223 South 6th Street
Brainerd, MN 56401

Superamerica #4883
321 Washington Street
Brainerd, MN 56401

Superamerica #4880 Eastside
421 NE Washington Street
Brainerd, MN 56401

Casey's General Store #3654
850 Lum Park Rd
Brainerd, MN 56401

Pine Square
3325 Oak Street
Brainerd, MN 56401

OFF SALE BEER – 5 Renewals

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

SA #4076 Northern Tier
1223 South 6th Street
Brainerd, MN 56401

Pine Square
3325 Oak Street
Brainerd, MN 56401

Casey's General Store #3654
850 Lum Park Rd
Brainerd, MN 56401

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

ON SALE BEER LICENSE – 2 Renewals

Pavin Enterprises - Giovanni's Pizza
625 Oak Street
Brainerd, MN 56401

Burritos California Mexican Grill
404 ½ W Washington Street
Brainerd, MN 56401

ON SALE WINE LICENSE – 2 Renewals

Pavin Enterprises - Giovanni's Pizza
625 Oak Street
Brainerd, MN 56401

Burritos California Mexican Grill
404 ½ W Washington Street
Brainerd, MN 56401

ON SALE LIQUOR LICENSES – 8 Renewals

Pit Stop Bar
723 Laurel Street
Brainerd, MN 56401

Shep's on 6th Inc.
315 S 6th Street
Brainerd, MN 56401

O'Neary's Irish Pub
305 S 7th Street
Brainerd, MN 56401

612 Station LLC
612 Front Street
Brainerd, MN 56401

Jack's House
300 Hwy 25 South
Brainerd, MN 56401

The Last Turn Saloon & Eatery
214 S 8th Street
Brainerd, MN 56401

Senor Patron Mexican Cuisine
314 S. 7th Street
Brainerd, MN 56401

Sage on Laurel
606 Laurel Street
Brainerd, MN 56401

CLUB ON SALE LICENSES – 1 Renewals

VFW Post #1647
309 South 6th Street
Brainerd, MN 56401

OFF SALE LIQUOR LICENSES – 5 Renewals

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

North Star Liquor – Highway 25 Liquor
1424 Mill Ave NE
Brainerd, MN 56401

Cornerstone Liquor
817 Washington Street
Brainerd, MN 56401

EVAS, Inc – Southside Express
701 Industrial Pk Rd SW
Brainerd, MN 56401

Coborn's - Cash Wise Liquor
513 B Street NE
Brainerd, MN 56401

**Contingent Upon Investigation by the Police Department and
Inspection by the Fire Department and/or Additional Items
Needed for Application to be Complete**

GROWLER LICENSE – 1 Renewal

Roundhouse Brewery
1551 Northern Pacific Road
Brainerd, MN 56401

ON SALE BEER LICENSE – 1 Renewals

Alnoro's Pizza Co – Brick House Pizza Break & Bagel
302 Washington Street
Brainerd, MN 56401

ON SALE WINE LICENSE – 1 Renewals

Alnoro's Pizza Co – Brick House Pizza Break & Bagel
302 Washington Street
Brainerd, MN 56401

ON SALE LIQUOR LICENSES – 5 Renewals

The Local 218
723 Mill Ave
Brainerd, MN 56401

9th Street Social Club
212 S 9th Street
Brainerd, MN 56401

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

SE'z LLC
707 Laurel Street
Brainerd, MN 56401

The Parlor
714 Laurel Street
Brainerd, MN 56401

CLUB ON SALE LICENSES – 3 Renewal

Brainerd Elks Lodge
215 South 9th Street
Brainerd, MN 56401

Brainerd Eagles #287
124 Front Street
Brainerd, MN 56401

American Legion #255
708 Front Street
Brainerd, MN 56401

TAPROOM LICENSE – 1 Renewal

Roundhouse Brewery
1551 Northern Pacific Road
Brainerd, MN 56401

Brainerd Fire Department

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

During the month of May, we presented fire prevention education to TCC Head Start, a Cub Scouts group and the 1st grade classes from Lowell and Baxter Schools.

Fire Marshal/Deputy Chief Cox spoke at the Warrior Day of Service at Forestview Middle School. We also participated in the 2-day Health and Safety Days event at Forestview Middle School. We educated children on the importance of paying attention when cooking with the Kitchen Fire Trailer demonstration, as unattended cooking is a leading cause of house fires in Minnesota.



Police Chief McQuiston, Baxter Police Chief Exsted and myself are continuing to work with Crow Wing County Emergency Management to place a Mass Notification System in use for Brainerd, Baxter and all of Crow Wing County. We are working on securing grant funds to help with the project. The group is looking at two different systems and hope to have one chosen soon.



Firefighter training in May included Auto Extrication, Trench Rescue, Search and Rescue, and the Air Care Spring EMS Conference at the Brainerd Lakes Regional Airport.



Brainerd Fire Department is proud to support the Hwy210Tzd Project. The focus of the project is to decrease the number of crashes on Hwy 210 in Cass and Crow Wing County.



The department conducted inspections for fireworks displays and sales, business licenses and new construction projects.

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

Structure Fire	3
Grass Fire	4
Equipment Fire	1
Hazardous Call	6
Smoke Scare	2
Unauthorized Burning	2
Good Intent Call	8
Canceled Enroute	12
Sprinkler System Activation	1
Alarm System Activation	3
Carbon Monoxide Detector Activation	4
Total	46

City of Brainerd Incident Report

Structure Fire	2
Hazardous Call	4
Good Intent Call	5
Smoke Scare	2
Unauthorized Burning	2
Canceled Enroute	3
Sprinkler System Activation	1
Alarm System Activation	3
Carbon Monoxide Detector Activation	2
Total	24



Parks and Recreation Report

June 2018

Submitted by Tony Sailer, Director

- The Brainerd Jaycees donated \$1,000 from the Ice Fishing Extravaganza. The donation will be placed in a fund for improvements at Jaycees Park.
- The new dugouts at Jaycees Park are being constructed and the fencing on the Bane and Jaycees parks backstops are being replaced. Capital Improvement funds were used for both projects.
- Operation Sandwich will again have distribution sites at Kiwanis and Gregory parks this summer.
- All summer youth programs will begin the week of June 4.



- The Bicycle Clinic (above, left) was May 19. Because of chilly weather it took place in the Brainerd High School gymnasium. The Fishing Clinic (above, right) was May 26 at Lum Park.

The Twins youth baseball/softball clinic was June 2 at Bane Park. There were 75 Bicycle Clinic participants and 130 youths at the Fishing Clinic.

- State qualifier baseball tournaments will be held for three consecutive weekends beginning June 15 for ages 10-14. Sixty-five teams will compete in the five age groups.
- Vandals kicked out a portion of the Gregory Park gazebo in mid-May. The gazebo had been targeted with carvings and “tagging” the past few years. Because of the extensive damage staff removed the gazebo. Earlier this year the Park Board approved razing the structure and it will be replaced with an arbor as part of an Eagle Scout project by Matt Soukup.



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

Brainerd Lakes Regional Airport
16384 Airport Road, Suite 5, Brainerd, MN 56401
Tel 218-825-2166
Fax 218-825-2186
www.brainerdairport.com



ANNUAL REPORT

2017

The mission of the Brainerd Lakes Regional Airport is to provide a convenient global gateway that safely and efficiently generates economic vitality in a sustainable and responsible manner.

POLICY

Subdivision 8 of the Brainerd Lakes Regional Airport Ordinance states that, “the Commission shall, as soon as possible after the end of each calendar year, prepare and present to the City Council and County Board a comprehensive annual report of its activities.”

This report is hereby submitted to the City Council of the City of Brainerd and the County Board of Crow Wing County for 2017.

The Brainerd Lakes Regional Airport Commission was established under a joint powers agreement between the City of Brainerd and Crow Wing County for the purpose of constructing and operating the Brainerd Lakes Regional Airport.

AIRPORT HIGHLIGHTS

STRATEGIC HIGHLIGHTS

In addition to daily flights to and from MSP, the Brainerd Lakes Regional Airport (BRD) provides our residents one-day, two-day, or overnight delivery on products ordered from around the world. Two emergency medical helicopter services based out of BRD allow our residents immediate access to comprehensive medical care when needed. Forest fires are prevented from the base of BRD in collaboration with MN DNR Department of Forestry, keeping our woodland homes and businesses safe and sound. And as recent weather storms have caused electrical outages, regional residents should know their power will be restored as soon as possible thanks to the helicopter reconnaissance as provided from the BRD base. Plane mechanics, avionics equipment, jet fuel, private hangers, flight schools, and a hometown cafe all round out the value the Brainerd Lakes Regional Airport delivers to our residents every day.

FINANCIAL HIGHLIGHTS

The Brainerd Lakes Region benefits from the joint ownership and operation of the Brainerd Lakes Regional Airport through the City of Brainerd and Crow Wing County. Conservative planning minimizes necessary investments from the joint owners, with Airport revenues primarily being generated out of the users of Airport services. A full comprehensive report is summarized within the annual financial report of the City of Brainerd.

OPERATING HIGHLIGHTS

Typically, activities at the Airport can be a reflection of the local economy. 2017 shows that the Central Minnesota economy is growing. More residents of the Brainerd Lakes Region are choosing to fly out of Brainerd when they are travelling so they can arrive fresh, not fried, at their final designation. The region continues to attract users of the General Aviation segment of the industry with corporate flights and leisure travelers in smaller aircraft.

LOOKING AHEAD

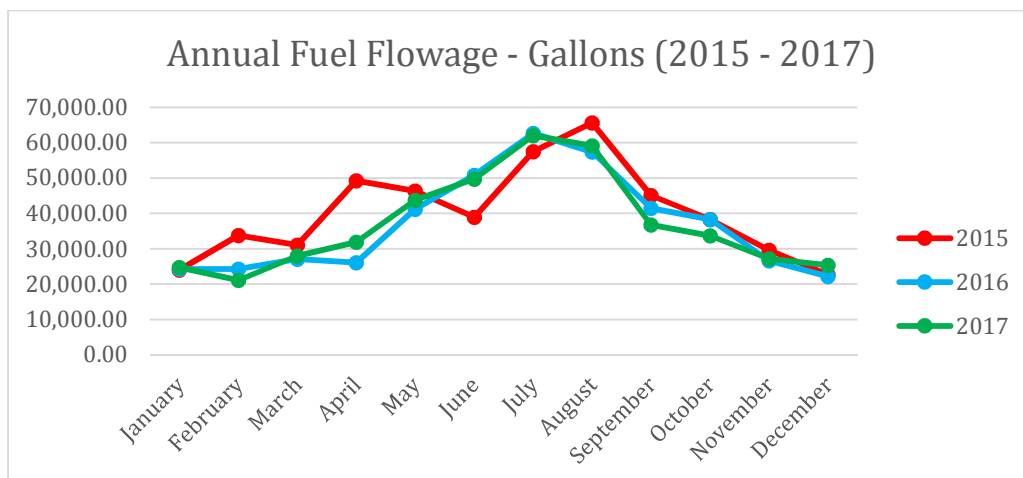
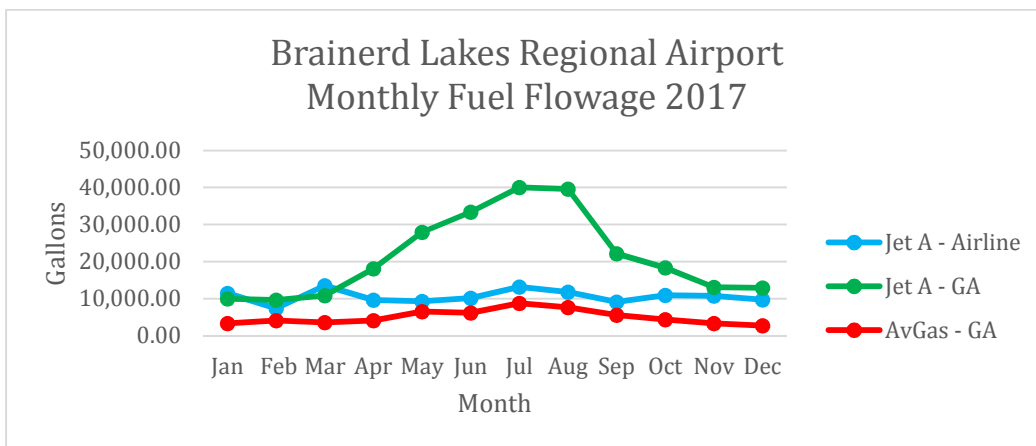
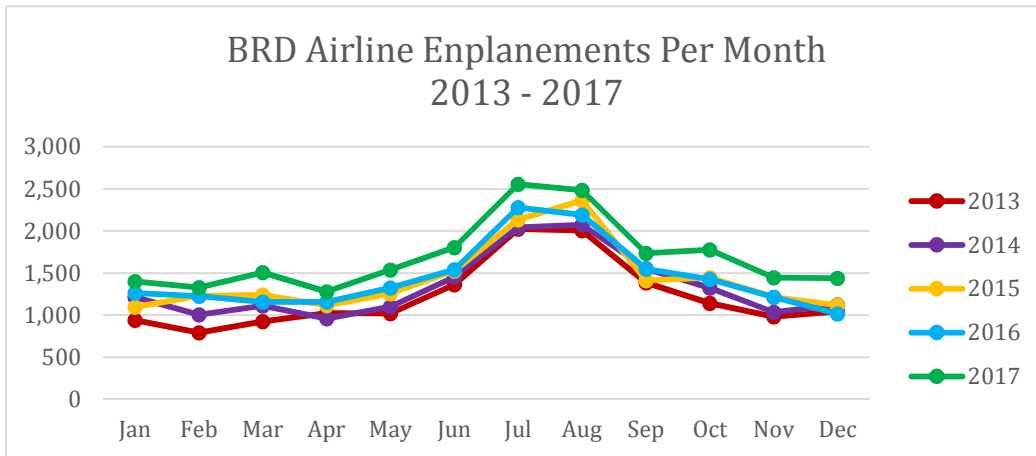
The Commission has developed the Airport into one of the greatest assets for central Minnesota with two runways over 6,500 feet in length capable of landing a majority of the aircraft that fly passengers domestically throughout the United States every day. Over the next 20 years, the Commission will focus on developments that efficiently allows business growth along the corridor between the existing terminal campus along Highway 210 out to the newer Runway 16/34. The expansion begins with the construction of a new General Aviation Arrival/Departure Facility that will establish a new front door to our general aviation users from student pilots large corporate aircraft pilots and passengers transitioning through the region.

Respectfully submitted,

Steven A. Wright, A.A.E.
Airport Director
May 2018



ACTIVITY HIGHLIGHTS



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

June 4, 2018
City Hall Conference Room
7:15 PM

1. Approval of Bills
2. Police Department: Bomb Team Joint Powers Agreement (JPA) Renewal & Resolution
3. Recommendations for Paid on Call Hiring



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date:

Title of Item:

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

Action Requested:

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

Submitted by:

Department:

Presenter (Name & Title):

Estimated Time Needed:

Summary of Issue:

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☐ No

What is the total cost, with tax and shipping \$ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

RESOLUTION NO. _____

**RESOLUTION APPROVING STATE OF MINNESOTA HOMELAND SECURITY
JOINT POWERS AGREEMENT
WITH THE CITY OF BRAINERD ON BEHALF OF ITS POLICE DEPARTMENT**

WHEREAS, the City of Brainerd and Crow Wing County have jointly formed the Brainerd-Crow Wing County Bomb Disposal Unit; and

WHEREAS, the Bomb Disposal Unit is a Commissioner-approved unit consisting of persons who are trained and equipped to dispose of and/or neutralize bombs or other similar hazardous explosives; and

WHEREAS, the Bomb Disposal Unit provides bomb squad services outside of its geographic jurisdiction; and

WHEREAS, the Bomb Disposal Unit is allowed to invoice the State of Minnesota for expenses incurred while providing said services outside its geographic jurisdiction; and

WHEREAS, the State has set a flat fee of \$175 per hour for said services performed prior to June 30, 2018, and increasing to \$205 per hour for said services performed effective July 1, 2018; and

WHEREAS, the Brainerd-Crow Wing County Bomb Disposal Unit is interested in renewing the Joint Powers Agreement with the State of Minnesota for reimbursement of state-approved bomb squad unit expenses for each of the three (3) State Fiscal Years commencing July 1, 2017, for no more than \$37,500, per fiscal year, for call response, pursuant to the agreement.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Brainerd approves the Joint Powers Agreement between the State of Minnesota, Crow Wing County and the City of Brainerd to provide state-approved bomb squad unit's expense reimbursement as per Minnesota Statute 471.59 and 299C.063.

BE IT FURTHER RESOLVED the Mayor, City Administrator, and Police Chief are authorized to sign said Agreement.

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

Joint Powers Agreement

Amendment 3

SWIFT Contract Number: 100358
SWIFT Purchase Order Number: 3000051605

JPA Start Date:	07/01/2015	Total JPA Amount:	\$156,500.00
Original JPA Expiration Date:	06/30/2016	Original JPA:	\$ 19,000.00
Current JPA Expiration Date:	06/30/2018	Previous Amendment(s) Total:	\$ 62,500.00
Requested JPA Expiration Date:	06/30/2020	This Amendment:	\$ 75,000.00

This Amendment is by and between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Homeland Security and Emergency Management division ("State"), and the Brainerd-Crow Wing County Bomb Disposal Unit, a collaborative and joint effort of the County of Crow Wing and the City of Brainerd, 304 Laurel Street, Brainerd, MN 56401 ("Governmental Unit").

Recitals

1. The State has an Agreement with the Governmental Unit, identified as SWIFT contract number 100358 ("Original Agreement") for the Governmental Unit, which has a commissioner-approved bomb disposal unit, to provide bomb disposal services for municipalities outside the jurisdiction of the County of Crow Wing and/or City of Brainerd but within the State of Minnesota.
2. The parties mutually agree to provide for additional bomb disposal unit services by the Governmental Unit.
3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1, **Term of Agreement**, is amended as follows:

1 Term of Agreement

- 1.1 **Effective Date.** July 1, 2015, of the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~June 30, 2018~~ June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2, **Agreement Between the Parties**, is amended as follows:

2 Agreement between the Parties

- 2.1 **Definitions.** The terms used in this Agreement have the following meanings given them in Minnesota Statutes § 299C.063, subdivision 1.
 - a) **Bomb Disposal Unit** has the meaning given it in Minnesota Statutes § 299C.063, subdivision 1(a).
 - b) **Commissioner** has the meaning given it in Minnesota Statutes § 299C.063, subdivision 1(b).
 - c) **Municipality** has the meaning given it in Minnesota Statutes § 466.01.
 - d) **Hazardous Explosives** has the meaning given in it Minnesota Statutes § 299F.72, subdivision 2, explosive devices and incendiary devices as defined in Minnesota Statutes 609.668, subdivision 1, and all materials subject to regulation under United States Code, Title 18, Chapter 40.
 - e) **Geographic Jurisdiction** means the corporate limits of the Governmental Unit.
- 2.2 Governmental Unit, which has a commissioner-approved bomb disposal unit (a/k/a bomb squad), will:
 - a) Provide bomb squad services outside its geographic jurisdiction for another municipality or otherwise outside the jurisdiction of the employer-municipality but within the State of Minnesota.
 - b) Invoice the State for expenses incurred while providing bomb disposal unit services outside its geographic jurisdiction for another municipality or otherwise outside the jurisdiction of the employer-municipality but within the State of Minnesota. For the period commencing July 1, 2015 and ending June 30, 2018, expenses ~~Expenses~~ incurred and invoiced to the State are set at a flat rate of One Hundred Seventy Five and 00/100 Dollars (\$175.00) per hour inclusive of all services and reimbursable expenses. Effective July 1, 2018, expenses ~~incurred and invoiced to the State are set at a flat rate of Two Hundred Five and 00/100 Dollars (\$205.00) per hour inclusive of all services and reimbursable expenses.~~ Should the Governmental Unit have a contract or other legally-binding agreement with another entity in addition to the State for these or similar services, the Governmental Unit shall not invoice the State for services covered by that contract or other legally-binding agreement.
 - c) Provide reports to the State's Authorized Representative once per quarter calendar year using a

reporting format approved by the State. Reports shall include a brief outline of services provided and costs incurred. The reports shall be submitted directly to the State's Authorized Representative identified in clause 4 below.

REVISION 3. Clause 3, **Payment**, is amended as follows:

3 Payment

- 3.1** The State shall reimburse the Governmental Unit up to but not exceeding Nineteen Thousand and 00/100 Dollars (\$19,000.00) for the period commencing July 1, 2015 and ending June 30, 2016, Twenty Five Thousand and 00/100 Dollars (\$25,000.00) for the period commencing July 1, 2016 and ending June 30, 2017, and Thirty Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00) for each of the three (3) State fiscal years commencing July 1, 2017 the period commencing July 1, 2017 and ending June 30, 2018 for Governmental Unit's bomb disposal unit responding to calls specified in Clause 2.2 of this Agreement and in accordance with the following:
- a)** Reimbursement is based on a flat fee of One Hundred Seventy Five and 00/100 Dollars (\$175.00) per hour inclusive of all services and reimbursable expenses for the period commencing July 1, 2015 and ending June 30, 2018. and reimbursement is based on a flat fee of Two Hundred Five and 00/100 Dollars (\$205.00) per hour inclusive of all services and reimbursable expenses effective July 1, 2018.
 - b)** Funds not reimbursed by the State to the Governmental Unit for services rendered during each annual period, e.g. July 1, 2015 through June 30, 2016, during this Agreement will be cancelled and not carried forward to the next twelve month period.
- 3.2 Total Obligation.** The total reimbursable obligation of the State to the Governmental Unit for all services under this Agreement shall not exceed ~~Eighty One Thousand Five Hundred and 00/100 Dollars (\$81,500.00)~~ One Hundred Fifty Six Thousand Five Hundred and 00/100 Dollars (\$156,500.00).
- 3.3 Invoices.** The State will promptly reimburse the Governmental Unit after the Governmental Unit presents an itemized invoice for services actually performed and the State's Authorized Representative accepts the invoices services. Invoices shall be submitted by the Governmental Unit according to the following schedule:
- No later than October 15, 2015 for services rendered during July 1, 2015 through September 30, 2015
 - No later than January 15, 2016 for services rendered during October 1, 2015 through December 31, 2015
 - No later than April 15, 2016 for services rendered during January 1, 2016 through March 31, 2016
 - No later than July 15, 2016 for services rendered during April 1, 2016 through June 30, 2016
 - No later than October 15, 2016 for services rendered during July 1, 2016 through September 30, 2016
 - No later than January 15, 2017 for services rendered during October 1, 2016 through December 31, 2016
 - No later than April 15, 2017 for services rendered during January 1, 2017 through March 31, 2017
 - No later than July 15, 2017 for services rendered during April 1, 2017 through June 30, 2017
 - No later than October 15, 2017 for services rendered during July 1, 2017 through September 30, 2017
 - No later than January 15, 2018 for services rendered during October 1, 2017 through December 31, 2017
 - No later than April 15, 2018 for services rendered during January 1, 2018 through March 31, 2018
 - No later than July 15, 2018 for services rendered during April 1, 2018 through June 30, 2018
 - No later than October 15, 2018 for services rendered during July 1, 2018 through September 30, 2018
 - No later than January 15, 2019 for services rendered during October 1, 2018 through December 31, 2018
 - No later than April 15, 2019 for services rendered during January 1, 2019 through March 31, 2019
 - No later than July 15, 2019 for services rendered during April 1, 2019 through June 30, 2019
 - No later than October 15, 2019 for services rendered during July 1, 2019 through September 30, 2019
 - No later than January 15, 2020 for services rendered during October 1, 2019 through December 31, 2019
 - No later than April 15, 2020 for services rendered during January 1, 2020 through March 31, 2020
 - No later than July 15, 2020 for services rendered during April 1, 2020 through June 30, 2020

The Original Agreement and any previous amendments are incorporated into this amendment by reference; and except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

1 BRAINERD-CROW WING COUNTY BOMB DISPOSAL, a collaborative and joint initiative of the COUNTY OF CROW WING and the CITY OF BRAINERD

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2 STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT PO Number: 3000051605

3 STATE OF MINNESOTA; DEPARTMENT OF PUBLIC SAFETY

Individual certifies the applicable provisions of Minnesota Statutes § 16C.08, subdivisions 2 and 3, are reaffirmed.

By: _____
(with delegated authority)

Title: _____

Date: _____

4 COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date:

Title of Item:

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

Action Requested:

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

Submitted by:

Department:

Presenter (Name & Title):

Estimated Time Needed:

Summary of Issue:

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request: ☐ Yes ☐ No

What is the total cost, with tax and shipping \$ _____

Is this budgeted? ☐ Yes ☐ No

Please Explain:

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

June 4, 2018
City Council Chambers
6:45 PM

1. Improvement 18-01 –Change Order #1
2. Improvement 18-01 – Street Department Salt/Sand Shed Paving Quote
3. Improvement 17-13 –Testing Services Proposals
4. Northtown Access Easement
5. Loretto Bay Alley Improvement and Maintenance Agreement
6. Resolution – Crow Wing County Multi-Hazard Mitigation Plan
7. Resolution – Brainerd and Crow Wing County Public Transit Operating and Capital Grant for Year 2019
8. Event/Street Closure Application – Jaycees Street Fest
9. Street Sweeping Policy



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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



NATURAL LIGHT
FABRIC STRUCTURES

NOVASHIELD™ FABRIC MEMBRANE COVERS

High quality, durable polyethylene that transmits natural light and blocks UV rays



NovaShield™ 400 Series fabric with Armorkote™ is a 12oz. polyethylene material designed for a variety of industries and applications. Designed and manufactured by IPG® to meet the industry's highest standards, NovaShield™ membrane structure fabric is a proven material with excellent resistance to tears, rips and punctures. The patented weave produces impressive strength-to-weight ratios and its lighter weight makes for easier, faster, money-saving installations. A 12.4oz flame retardant option is available.

PATENTED WEAVE

NovaShield™'s exclusive double-stacked scrim is a unique weave design offering strength and durability that our competitors don't have. NovaShield™ is woven from high density polyethylene slit tapes and coated on both sides with low density polyethylene. The special weave enhances flatness and offers over 4 times the tear strength than 22oz. PVC.



Product is recyclable where facilities exist

NATURAL LIGHT BENEFITS

The translucent NovaShield™ membrane offers you many benefits:

- **Greatly reduces lighting costs**-- during the day, sunlight filters through naturally; at night, fewer artificial lights are needed because light is multiplied by the bright white underside of the fabric
- **Resists damaging ultraviolet rays** that can break down other manufacturers' fabric
- **Helps moderate temperatures** by keeping the interior cooler in the summer and warmer in the winter
- **Low maintenance**--LDPE coating repels dirt and resists mold growth
- Bright interior makes for a **safer work environment**

COLOR OPTIONS

Standard Structure Fabric
RU88X-6, 400

Green

Red

Blue

Beige

Grey

White

Flame Retardant Fabric
FRU88X-6, 400

Green

Beige

Blue

White

PRODUCT ATTRIBUTES FOR NOVASHIELD™ MEMBRANE COVERS

Characteristics	RU88X-6, 400 Standard Structure Fabric	FRU88X, 400 Flame Retardant Structure Fabric
Weave	Woven clear HDPE scrim	Woven clear HDPE scrim using natural FR/UV tapes
Coating	LDPE, 4 mil average each side (95 g/m ² /side)	LDPE, 4 mil average each side (95 g/m ² /side)
Thickness	23 mil (0.59 mm)	23 mil (0.59 mm)
Weight	12 oz/yd ² (407g/m ²) +/-5%	12.4 oz/yd ² (420g/m ²) +/-5%
Cores	4" I.D. or 5" I.D. available	4" I.D. or 5" I.D. available
Width	Up to 144" (-0,+0.5)	Up to 144" (-0,+0.5)
Length	Minimum 250 yds/roll; up to 1000 yds/roll	Minimum 250 yds/roll; up to 1000 yds/roll
Colors	White, beige, blue, green, grey, red	White, beige, blue, green

TECHNICAL DATA FOR NOVASHIELD™ MEMBRANE COVERS

Characteristics	ASTM Standard	RU88X-6, 400 Standard Structure Fabric	FRU88X, 400** Flame Retardant Structure Fabric
Grab Tensile	D5034	Warp 370 lb 1664 N / Weft 345 lb, 1532 N	Warp 360 lb 1598 N / Weft 350 lb, 1555 N
Strip Tensile	D5035	Warp 275 lb/in (2444) / Weft 245 lb/in (2178)	Warp 275 lb/in (2444) / Weft 250 lb/in (2222)
Tongue Tear	D2261	Warp 110 lb 488 N / Weft 100 lb 444 N	Warp 120 lb 533 N / Weft 90 lb 400 N
Trapezoidal Tear	D4533	Warp 95 lb 422 N / Weft 90 lb 400 N	Warp 100 lb 444 N / Weft 90 lb 400 N
Mullen Burst	D3786	655 psi / 4512 kPa	675 psi / 4657 kPa
Accelerated UV Weathering*	G154	>90% strength retention after 2000 hrs exposure @ 0.77 W/m ² /nm, or 1200 hrs exposure @ 1.35 W/m ² /nm	>90% strength retention after 2000 hrs exposure @ 0.77 W/m ² /nm, or 1200 hrs exposure @ 1.35 W/m ² /nm
Low Temperature Bend	D2136	-60°C	-60°C

DO YOU REQUIRE PVC FABRIC?

Let your Natural Light representative know and we will provide you with options for PVC fabric.



www.NLFabric.com | 1.888.708.3272



500 S. Marshall Road, Suite 300
Shakopee, MN 55379
Ph : (952)496-2227

Change Order

Contractor: Greystone Construction Company
500 S. Marshall Road, Suite 300
Shakopee, MN 55379

Change Order: 1
Date: 5/24/2018
Job: BG18-8270 Brainerd, City of Salt Storage

Description: Change Order #1

The Contract is changed as follows:

CR-001 Non-FR fabric deduct	\$-3,900.00
-----------------------------	-------------

TOTAL: \$-3,900.00

The original Contract Amount was	\$220,596.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$220,596.00
The Contract will be increased by this Change Order in the amount of	\$-3,900.00
The new Contract Amount including this Change Order will be	\$216,696.00

The date of Substantial Completion as of the date of this Change Order therefore is

ARCHITECT

CONTRACTOR

OWNER

Greystone Construction Company
500 S. Marshall Road, Suite 300
Shakopee, MN 55379

Signed

Date

Signed

Date

Signed

Date

Please sign and return Original to Greystone Construction Company



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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



Anderson Brothers Construction Company
P.O. Box 668
Brainerd MN 56401
218-829-1768
218-829-7607 Fax

To:	CITY OF BRAINERD	Contact:	Paul Sandy
Address:	501 LAUREL STREET BRAINERD, MN 56401	Phone:	218-828-2309
		Fax:	218-828-2316
Project Name:	Salt Shed Paving - City Of Brainerd	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
2105.601	Mobilization	1.00	EACH	\$375.02	\$375.02
2360.501	3" - Bituminous Wear Course (1 Lift)	40.00	TON	\$72.50	\$2,900.00
2360.502	5" - Bituminous Paving (2 - Lifts W/Tack Inside Building)	160.00	TON	\$72.33	\$11,572.80
2360.502	3" - Bituminous Paving (1 Lift) - Hand Work	30.00	TON	\$125.01	\$3,750.30

Total Bid Price: \$18,598.12

Notes:

- We are pleased to quote the following on the above-referenced project.
- Price does not include any grading, aggregate base is to be final graded and ready to accept paving prior to Anderson Brothers mobilizing onsite
- All Materials and workmanship shall conform to the Department of Transportation Specifications for Highway Construction
- Payment due upon completion. Past due accounts are subject to a service charge of 1 1/2% per month (18% per annum).
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
- Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

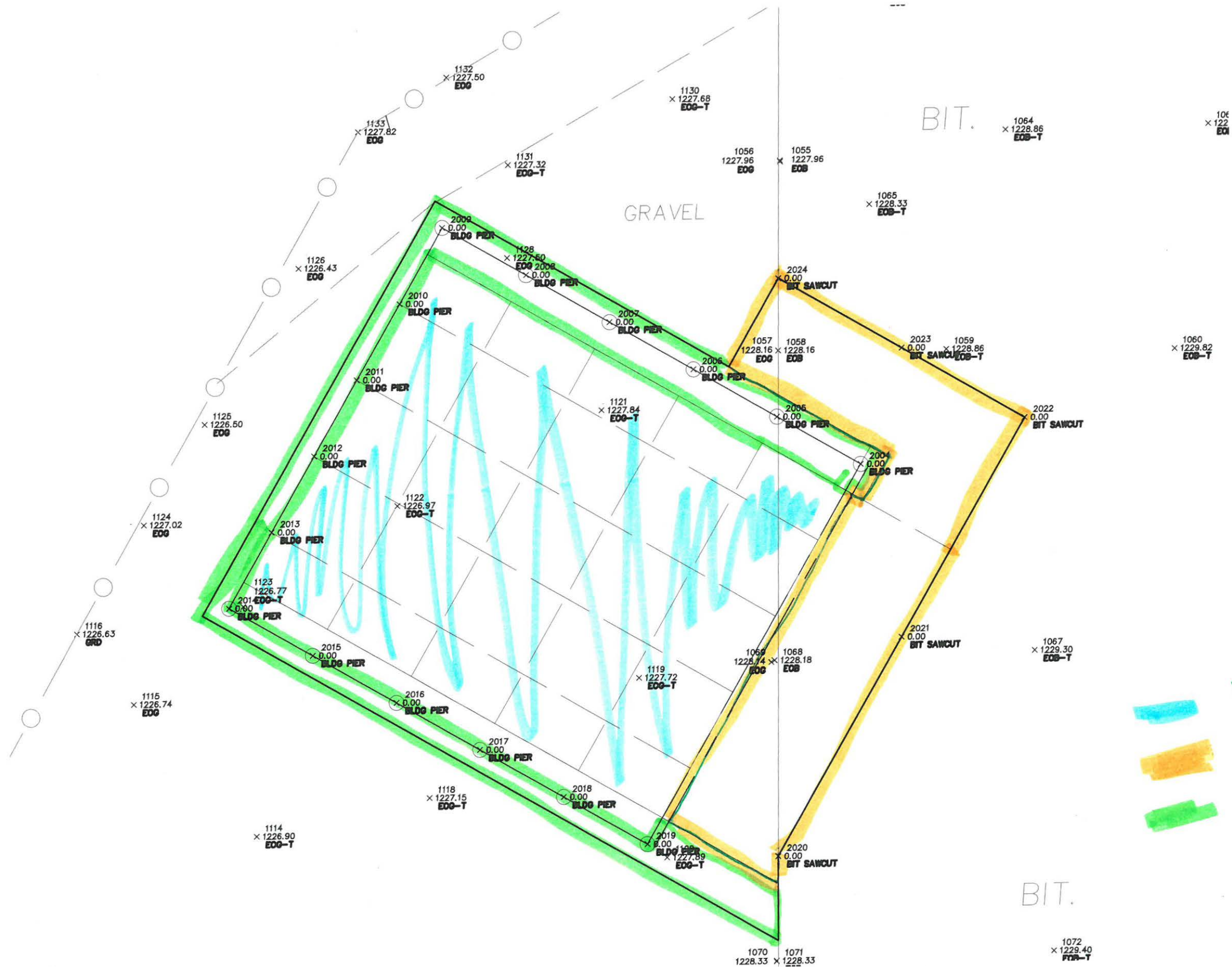
Date of Acceptance: _____

CONFIRMED:

Anderson Brothers Construction

Authorized Signature: _____

Estimator: Keith Soderman
218-820-9910 ksoderman@andersonbrothers.com



INSIDE (5" Thick, 80'x62')

Area=	4960 sq ft	tons=	160
	551.1111		

Outside (Paver, 3" Thick)

Area=	2171 sq ft	tons=	40
	241.2222		

Outside (Handwork, 3" thick)

Area=	1804 sq ft	tons=	30
	200.4444		

Total=	230 tons
--------	----------



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

May 18, 2018

Proposal QTB078810

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

Re: Proposal for Construction Materials Testing Services
SE Brook Street & 10th Street Resurfacing
SE Brook Street & 10th Street
Brainerd, Minnesota

Dear Mr. Sandy:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for SE Brook Street & 10th Street in Brainerd, Minnesota.

Our Understanding of Project

This project will include full-depth reclamation, subgrade preparation, grading, new concrete curb and gutter, sidewalk, and driveways along with new bituminous pavement. Improvements to the storm sewer utilities will also be part of this project.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by the City of Brainerd, dated February 2, 2018.
- Email correspondence with James Fladung, with the City of Brainerd, dated May 17, 2018

To our knowledge, no geotechnical report was prepared for this project.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement and/or utility support, and of utility backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base material.

Concrete Related Services

- Sample and test fresh concrete associated with pavement and/or curb-and-gutter for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyratory density, asphalt content and extracted aggregate gradation tests of the bituminous.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports, and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Compaction testing will be performed using the nuclear density method on utility backfill and fill material; a minimum of two tests will be conducted each trip with two trips assumed.
- We assume compaction testing on granular material will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of 1-2 tests will be conducted each trip with one trip assumed.
- We assume compaction testing on aggregate base material will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with two trips assumed.
- We assume eight sets of concrete tests will be required to complete the project. Cylinders will be broken at an age of 28 days for all general concrete placements.
- Bituminous paving will be completed in two days for this project assuming the contractor paves 1,200 tons a day.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$12,219. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work. Fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. We have not included premiums for overtime; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and material basis.

General Remarks

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

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

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

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Terra Olson at 612-360-9393 or teolson@braunintertec.com.

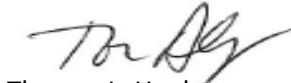
Sincerely,

BRAUN INTERTEC CORPORATION



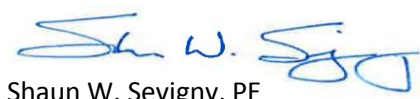
Terra L. Olson

Transportation Project Manager



Thomas L. Henkemeyer

Senior Project Manager



Shaun W. Sevigny, PE

Principal/North Central Regional Director

Attachments:

Cost Estimate Table

General Conditions – CMT (7/18/16)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB078810

SE Brook Street & 10th Street Resurfacing

Client:

City of Brainerd
Paul Sandy
501 Laurel St
Brainerd, MN 56401
(218) 828-2309

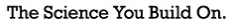
Work Site Address:

SE Brook Street & 10th Street
Brainerd, MN

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$2,954.00
207□	Compaction Testing - Nuclear	8.00	Hour	78.00	\$624.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities, Storm, Sanitary, Water Main	2.00	Trips	4.00	8.00
217□	Compaction Testing - Sandcone & DCP's	12.00	Hour	78.00	\$936.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Select Granular Borrow	1.00	Trips	4.00	4.00
	Aggregate Base	2.00	Trips	4.00	8.00
1530□	Asphalt Content (ASTM D 2172/6307), per sample	1.00	Each	155.00	\$155.00
209□	Sample pick-up	2.00	Hour	78.00	\$156.00
1318□	Standard Proctor Test(ASTM D 698)	3.00	Each	185.00	\$555.00
1162□	Sieve analysis & 200 wash (ASTM C 136 & C 117) per sample	4.00	Each	132.00	\$528.00
1861□	CMT Trip Charge		Each	99.00	\$0.00
Activity 1.2	Concrete Testing				\$6,360.00
261□	Concrete Testing	32.00	Hour	78.00	\$2,496.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	1.00	Trips	4.00	4.00
	Curb & Gutter	5.00	Trips	4.00	20.00
	Exterior Concrete & Driveway Aprons	2.00	Trips	4.00	8.00
1364□	Compressive strength of concrete cylinders (ASTM C 39), per specimen	24.00	Each	30.00	\$720.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	1.00	Set	3.00	3.00
	Curb & Gutter	5.00	Set	3.00	15.00
	Exterior Concrete & Driveway Aprons	2.00	Set	3.00	6.00
278□	Concrete Cylinder Pick up	20.00	Hour	78.00	\$1,560.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	8.00	Trips	2.50	20.00
1861□	CMT Trip Charge	16.00	Each	99.00	\$1,584.00
Activity 1.3	Pavement Testing				\$1,798.00
1530□	Asphalt Content (ASTM D 2172/6307), per sample	2.00	Each	155.00	\$310.00
209□	Sample pick-up	7.00	Hour	78.00	\$546.00
1532□	Extracted aggregate gradation (ASTM D 5444), per sample	2.00	Each	105.00	\$210.00
1528□	Rice specific gravity (ASTM D 2041), per sample	2.00	Each	82.00	\$164.00
1568□	Gyratory gravity (AASHTO T312), per sample	2.00	Each	185.00	\$370.00
1861□	CMT Trip Charge	2.00	Each	99.00	\$198.00
Activity 1.4	Project Management				\$1,107.00
226□	Project Manager	4.00	Hour	167.00	\$668.00
228□	Senior Project Manager	1.00	Hour	187.00	\$187.00



QTB078810

238□

\$252.00

\$12,219.00

\$12,219.00

General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

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

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

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

Section 2: Our Responsibilities

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

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

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

further that site conditions may vary over distance or change over time.

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

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

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

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

Section 3: Your Responsibilities

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

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

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

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

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

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

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

Section 5: Compensation

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

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

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

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

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

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

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

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

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

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

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

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

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

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

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

Section 7: General Indemnification

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

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

Section 8: Miscellaneous Provisions

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

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

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

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

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

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

March 16, 2017

Proposal QTB053988

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

Re: Proposal for Construction Materials Testing Services
Oak Street Improvements
SAP 108-113-007, City Project 14-01
Brainerd, Minnesota

Dear Mr. Sandy:

Braun Intertec Corporation respectfully submits this proposal to provide construction materials testing services for the Oak Street Improvement project in Brainerd, Minnesota.

Our Understanding of Project

This project will include bituminous milling, new concrete curb and gutter, sidewalk, and driveways along with a new bituminous pavement.

Available Project Information

This proposal is based on our review of the documents described below. If the project changes from the information provided in these documents, we may have to submit a revised scope of services and cost.

- Project plans and specifications prepared by the City of Brainerd dated January 20, 2017.
- Discussions with you.

Project Overview

This project is a City of Brainerd project with state-aid funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) Schedule of Materials Control. This project is using MnDOT's 2017 Standard/ State-aid for local transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing on the project for the items listed in our scope and as shown on our construction materials testing cost estimate. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. Braun Intertec has many MnDOT certified employees. For the proposed scope of services, we assume our staff may need the following certifications:

- Aggregate Production
- Grading & Base I
- Concrete Field I
- Concrete Plant I
- Bituminous Plant I
- MnDOT or ACI Strength Testing

Our pool of certified employees allows us to be responsive to project needs. Also, our project managers are currently working on several state-aid and federal projects with requirements similar to your project.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your onsite project personnel. Based on our understanding of the project, we propose the following services:

Soils

The soil testing for this project will consist of the following:

- Aggregate base will be compacted per MnDOT's quality compaction method.
- Perform companion moisture content tests at time of compaction with contractor's quality control personnel on backfill materials.
- Gradation samples of the aggregate base will not be required because of small quantity.
- Assemble the preliminary and final grading and base report according to MnDOT Specifications.

Concrete

The concrete testing and batch plant monitoring for this project will consist of the following:

- Perform slump, temperature and air content tests on the plastic concrete prior to placement.
- Cast 4-inch by 8-inch cylinders for compressive strength testing.
- Laboratory compressive strength testing of cylinders.
- Concrete batch plant inspections which include monitoring plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing.

- Perform coarse and fine aggregate gradation tests.
- Develop the Weekly Concrete Reports for the Project Engineer's review and their submittal to MnDOT's Concrete Office.

Bituminous

The bituminous testing and batch plant monitoring for this project will consist of the following:

- Bituminous plant inspections which include monitoring the contractor quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests.
- Collect one verification sample per mix per day of production. Perform quality assurance tests on these samples which include rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, fine aggregate angularity, and thickness and density of pavement cores.
- Randomly determine and mark pavement core locations.
- Observe the contractor coring and core testing in accordance with MnDOT's specifications, which include watching quality control personnel weigh the cores at their laboratory.

Reporting and Project Management

Test results will be issued for the project as the various tasks are performed. If, at any time, there are failing tests or we observe construction processes which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

After the project is completed, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Reports.
- All Moisture test reports.
- Concrete mix designs.
- Weekly concrete reports.
- Concrete compressive strength results.

- Bituminous mix designs.
- Bituminous verification test results.
- Bituminous Contractor's summary sheets.
- Copies of concrete and bituminous plant certifications.

Scheduling Assumptions

Based on our understanding of the project and the available project information, we have assumed that the work for this phase of the project will proceed according to the following schedules:

- We estimated 9 sets of concrete tests will be required to complete the project.
- Bituminous Paving will be completed in 4 days for this project assuming the contractor paves 1200 tons a day.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$20,695.00**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance our costs may be significantly reduced or slightly higher than estimated.** For the limits of this proposal we have estimated the testing rate and contractor's production based off our experience and have provided what we feel is a fair and realistic budget estimate. A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

We would be happy to meet with you to discuss our proposed scope of services further, clarify the various scope components, and discuss how the scope may be adjusted to meet your projects requirements.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities, and associated fees, may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, however, we will update

you regarding the progress of our work and notify you in the event it appears we will exceed our estimated fees; any fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This proposal was also developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 am to 4:00 pm, Monday through Friday. Services that we are asked to provide to meet the project requirements or a contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours, or on Saturdays, will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sundays or Legal holidays will be 1.5 times the normal hourly rate for the service provided.

General Remarks

Braun Intertec appreciates the opportunity to present this Proposal to you. ***Please sign and return a copy in its entirety.***

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

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Tom Henkemeyer at 320.980.3177 or thenkemeyer@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Thomas L. Henkemeyer
Associate Principal/Senior Project Manager



Shaun W. Sevigny, PE
Principal

Attachments:
Table 1. Estimated Costs
General Conditions – CMT (7/18/16)

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

City of Brainerd

Authorizer's Firm

Paul Sandy

Authorizer's Signature

Paul Sandy

Authorizer's Name (please print or type)

Assistant City Engineer

Authorizer's Title

04/04/2017

Date

Project Proposal

QTB053988

Oak Street Improvements

Client:

City of Brainerd
Paul Sandy
501 Laurel St
Brainerd, MN 56401
218-828-2309

Work Site Address:

Oak Street
Brainerd, MN

Service Description:

QA Testing
SAP 108-113-007

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.2	Concrete Testing				\$9,606.00
261	Concrete Testing	36.00	Hour	78.00	\$2,808.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	4.00	Trips	4.00	16.00
	Curb & Gutter	4.00	Trips	4.00	16.00
	Exterior Concrete & Driveway Aprons	1.00	Trips	4.00	4.00
1364	Compressive strength of concrete cylinders (ASTM C 39), per specimen	27.00	Each	30.00	\$810.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	4.00	Set	3.00	12.00
	Curb & Gutter	4.00	Set	3.00	12.00
	Exterior Concrete & Driveway Aprons	1.00	Set	3.00	3.00
1162	Sieve analysis & 200 wash (ASTM C 136 & C 117) per sample	8.00	Each	132.00	\$1,056.00
215	Concrete Ready Mix Plant Monitoring	20.00	Hour	99.00	\$1,980.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	2.00	Trips	5.00	10.00
	Curb & Gutter	2.00	Trips	5.00	10.00
278	Concrete Cylinder Pick up	15.00	Hour	78.00	\$1,170.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	5.00	Trips	3.00	15.00
1861	CMT Trip Charge	18.00	Each	99.00	\$1,782.00
Activity 1.3	Pavement Testing				\$8,928.00
1530	Asphalt Content (ASTM D 2172/6307), per sample	4.00	Each	155.00	\$620.00
1532	Extracted aggregate gradation (ASTM D 5444), per sample	4.00	Each	105.00	\$420.00
221	Mark Cores & Observe QC Testing	20.00	Hour	99.00	\$1,980.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring & Testing	4.00	Trips	5.00	20.00
1542	Thickness and density of pavement core (ASTM D 2726)	12.00	Each	53.00	\$636.00
222	Bituminous Verification Testing	32.00	Hour	99.00	\$3,168.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Monitoring	4.00	Trips	8.00	32.00
1528	Rice specific gravity (ASTM D 2041), per sample	4.00	Each	82.00	\$328.00
1705	Fine Aggregate Angularity (ASTM C1252), per sample	4.00	Each	78.00	\$312.00
1568	Gyratory gravity (AASHTO T312), per sample	4.00	Each	185.00	\$740.00
1688	Percent crushed (ASTM D5821), per sample	4.00	Each	82.00	\$328.00
1861	CMT Trip Charge	4.00	Each	99.00	\$396.00
Activity 1.4	Project Management				\$2,161.00
226	Project Manager	7.00	Hour	149.00	\$1,043.00
1230	MnDOT Final Report	1.00	Each	500.00	\$500.00

General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

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

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

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

Section 2: Our Responsibilities

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

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

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

further that site conditions may vary over distance or change over time.

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

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

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

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

Section 3: Your Responsibilities

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

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

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

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

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

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

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

Section 5: Compensation

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

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

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

WEHSELOER
PARCEL
6 ACRES ±

CITY OF
BRANERD
PARCEL
30' WIDE

↑ NORTH

WARRIOR WAY

SAVING WAY

TWINS ST

NORTHTOWN ST

BOOM CT

HIGHVIEW CIR

OLD COURT WAY

CLEARVIEW LN

WESTRIDGE CIR

BEAVER DAM RD

VIKING ST

WOLVES ST

KARL DRIVE

RIVERSIDE DR

STEVENSON'S

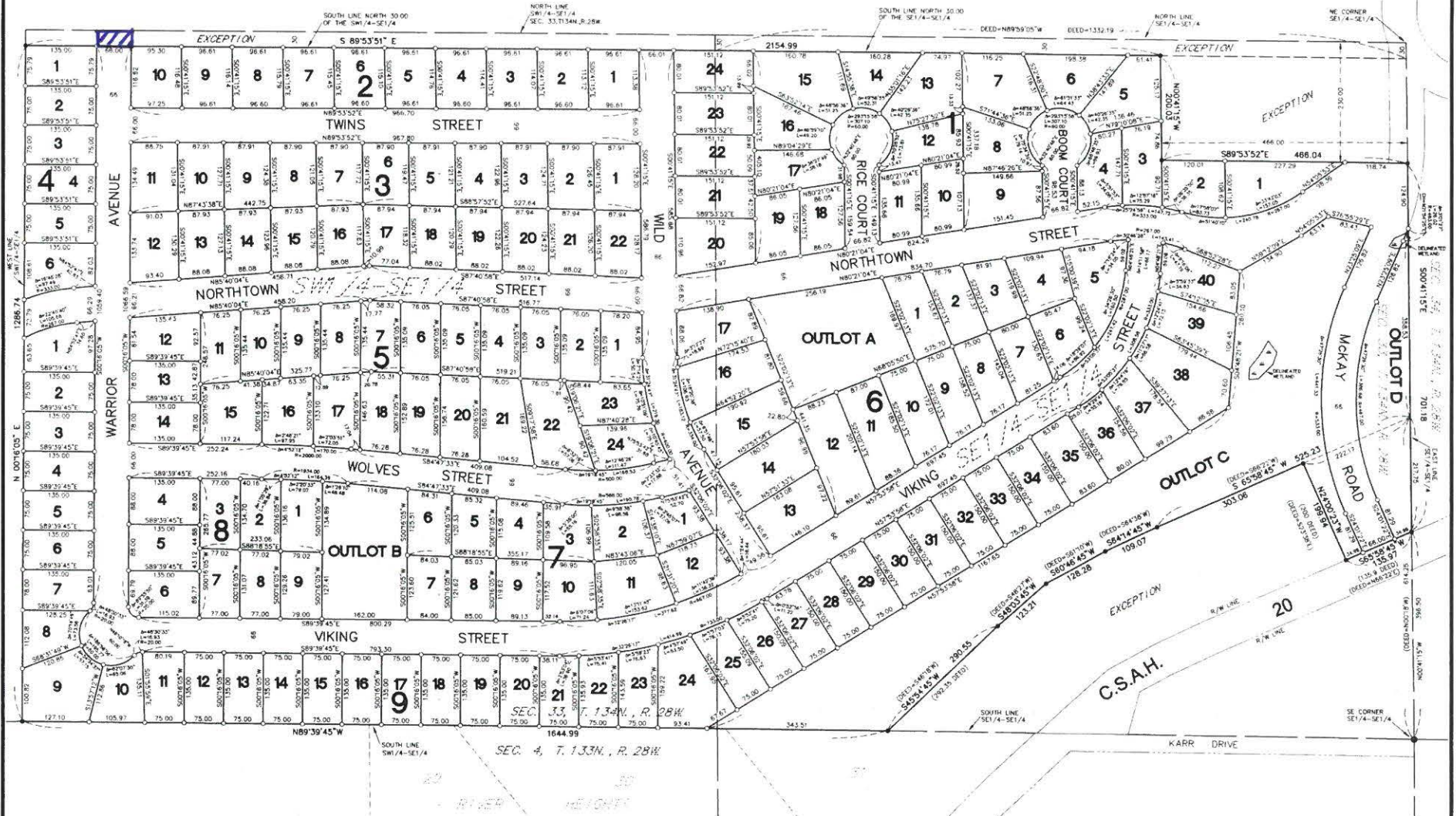
MCKAY RD

MCKAY RD

WILSON AVE

 = EASEMENT AREA

NORTHTOWN



**WIDSETH
SMITH
NOLTING**

ENGINEERS
ARCHITECTS
LAND SURVEYORS
ENVIRONMENTAL SERVICES

DRAINAGE AND UTILITY EASEMENTS ARE
AS SHOWN BELOW.

10' 5' 10'

ROAD LINE
INTERIOR SIDE
LOT LINE

BEING 5 FEET IN WIDTH AND ADJOINING ALL
INTERIOR SIDE LOT LINES AND 10 FEET IN
WIDTH AND ADJOINING ALL ROAD LINES
UNLESS OTHERWISE SHOWN.



0 100 200
(SCALE IN FEET)

ORIENTATION OF THIS BEARING SYSTEM
IS BASED ON CHOWING COUNTY
COORDINATE DATUM 1983.

• DENOTES FOUND IRON MONUMENT
○ DENOTES 1/2 INCH BY 1/2 INCH IRON PIPE
MONUMENT SET AND MARKED R.L.B. #143

[Reserved for recording data.]

ACCESS EASEMENT

This Access Easement is entered into by and between the City of Brainerd, a Minnesota municipal corporation ("Grantor") and Luke L. Wehseler and Jill E. Wehseler, husband and wife, ("Grantees") as of June 5, 2018.

Recitals

1. Grantor is the fee simple owner of the Property located in Brainerd, Minnesota, PID 090334400A00009 ("the Property") legally described as follows:

The North 30.00 feet of the Southwest Quarter of the Southeast Quarter of Section 33, Township 134, Range 28, Crow Wing County, Minnesota.

2. Grantees seek access across the Property, utilizing the following area (describing the "Easement Area"):

That part of the Southwest Quarter of the Southeast Quarter of Section 33, Township 134, Range 28, Crow Wing County, Minnesota bound by the area described as follows: Commencing at the northeasterly corner of Lot 1, Block 4, Northtown Addition to the City of Brainerd; thence northerly 30.00 feet along the projection of the west right-of-way line of Warrior Avenue to a point lying on the north line of the Southwest Quarter of the Southeast Quarter of Section 33, Township 134, Range 28; thence easterly a distance of 66.00 feet along said north line of the Southwest Quarter of the Southeast Quarter of Section 33, Township 134, Range 28 to a point lying at the intersection of said north line of the Southwest Quarter of the Southeast Quarter of Section 33, Township 134, Range 25 and the northerly projection of the east right-of-way line of Warrior Avenue;

thence southerly a distance of 30.00 feet along said projection of the east right-of-way line of Warrior Avenue to the Northwest Corner of Lot 10, Block 2, Northtown Addition to the City of Brainerd; thence westerly 66.00 feet to the point of beginning.

3. Grantor desires to grant, and the Grantees wish to receive, an access easement across the Easement Area.

Easement

1. Grantor, in exchange for the promises set forth herein, a single payment of One Dollar, and other good and valuable consideration, hereby grants to Grantees an access easement, as further described below, across the Property and within the Easement Area.
2. Grantors grant Grantees an Access Easement over and across the Easement Area for the purpose of crossing the Easement Area for ingress to and egress from Grantees' property abutting to the north. To the extent required by Brainerd City Code, any vehicular access shall be upon a driveway constructed within the Easement Area by Grantees at Grantees' sole expense in accordance with said Code. This Access Easement includes the right to modify the existing grading, clear trees and brush and otherwise alter the land as needed to accomplish the aforementioned purposes.
3. Upon completion of any driveway improvements undertaken by Grantees, Grantees shall be responsible for all maintenance and repairs relating to the driveway improvements within the Easement Area and shall be responsible for the payment of all costs and expenses incurred in connection with such maintenance and repair. Grantors shall remain responsible for mowing and other regular lawn care for seeded areas within the Easement Area, as Grantor determines is necessary in its sole discretion. Grantors shall not plant trees within the Easement Area.
4. This Access Easement is granted subject to all matters of record.
5. This Access Easement shall run with the land.
6. Grantor warrants it is the owner of the Property and has the right, title and capacity to convey this Access Easement to Grantees.
7. The parties' rights and responsibilities under this Access Easement are assignable with written consent from the other party, and said consent shall not be unreasonably withheld.

City of Brainerd

By: _____
Edwin L. Menk, Mayor

Attest: _____
Cassandra Torstenson, City Administrator

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Edwin L. Menk and Cassandra Torstenson, the Mayor and City Administrator, respectively, of Brainerd, a Minnesota municipal corporation, on behalf of the Grantor.

Notary Public

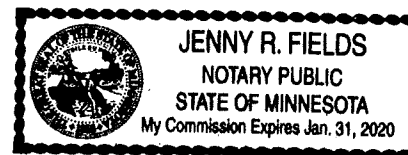
By: [Signature]
Luke L. Wehseler

By: [Signature]
Jill E. Wehseler

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

The foregoing instrument was acknowledged before me this 29th day of May, 2018, by Luke L. Wehseler

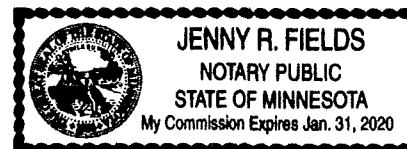
Jenny R. Fields
Notary Public



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

The foregoing instrument was acknowledged before me this 29th day of May, 2018, by Jill E. Wehseler

Jenny R. Fields
Notary Public



This instrument drafted by:
Ratwik, Roszak & Maloney, P.A.
730 2nd Avenue South, Suite 300
Minneapolis, MN 55402
(612) 339-0060
(JLL)



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

AGREEMENT FOR LANDOWNER IMPROVEMENTS WITHIN ALLEY

THIS AGREEMENT FOR LANDOWNER IMPROVEMENTS WITHIN ALLEY ("Agreement") is made and entered into as of June ____, 2018, by and between Loretto Bay 26, LLC, a Minnesota limited liability company ("Loretto Bay") and the City of Brainerd, a Minnesota municipal corporation (the "City").

RECITALS:

A. Loretto Bay owns four parcels of land located at the northeast corner of Washington Street and North 2nd Street, City of Brainerd, County of Crow Wing, State of Minnesota, that are legally described in the attached Exhibit A (the "Loretto Bay Property") and depicted in Exhibit A-1 within the bold outline.

B. The Loretto Bay Property is adjacent to an existing 20 foot wide public alley that is owned by the City and depicted in Exhibit A-1 within the bold dashed outline (the "Alley"). The Loretto Bay Property is on both sides of the Alley.

C. Loretto Bay is developing the Loretto Bay Property. As part of the development of the Loretto Bay Property, Loretto Bay is performing certain work within the Alley, including, but not limited to: (1) removing existing asphalt and concrete of the Alley; (2) installing a base for a new asphalt surface for the Alley; (3) installing curbs within the Alley related to the site improvements within the Loretto Bay Property; and (4) widening of the drive lane of the Alley into the Loretto Bay Property (collectively, "Alley Improvements").

E. The Alley Improvements will be completed in substantial accordance with the removal plan, site plan and grading plan all prepared by JPJ Engineering, Inc., Project # 17-427, dated May 8, 2018 (collectively, "Improvement Plans"). The Improvement Plans have been approved by the City and Loretto Bay.

F. Loretto Bay and the City are entering into this Agreement to authorize Loretto Bay to construct the Alley Improvements in substantial accordance with the Improvement Plans and to provide for the cost, use and maintenance of the Alley and Alley Improvements.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Loretto Bay and the City hereby agree as follows:

1. Construction of Alley Improvements. The City hereby authorizes Loretto Bay to construct the Alley Improvements within the Alley in substantial accordance with the Improvement Plans. All Alley Improvements constructed by Loretto Bay will be at Loretto Bay's cost without any contribution by the City. Loretto Bay will use commercially reasonable efforts to reduce disruption of the Alley during construction to the extent practical. Construction will be performed in a good and workmanlike manner and in compliance with all applicable governmental regulations. Construction of the Alley Improvements shall be substantially

completed within 180 days after commencement, subject to Permitted Delay (defined in Section 5 below), provided that the installation of the final lift of asphalt may be completed as reasonably determined by standard practices.

2. Use of Alley. The owner of the Loretto Bay Property and such owner's tenants, occupants, customers, guests, invitees, employees, vendors, contractors and agents (collectively, the "Authorized Parties") have non-exclusive, perpetual use of the Alley and Alley Improvements for ingress and egress by pedestrian and vehicular traffic to and from the Loretto Bay Property. The use of the Alley and Alley Improvements are in common with all persons entitled to use the Alley and must be reasonable so as not to interfere with or obstruct the free flow of pedestrian or vehicular traffic within the Alley. The use of the Alley and Alley Improvements also includes the construction, maintenance, repair and replacement of the Alley and Alley Improvements in accordance with this Agreement.

3. Maintenance of Alley Improvements.

3.1 Maintenance of the Curbs. The owner of the Loretto Bay Property or its Authorized Parties, at its cost, shall be responsible to maintain, repair and replace the curbs included in the Alley Improvements (the "Curbs") in accordance with the Maintenance Standards.

3.2 Maintenance of the Remainder of the Alley Improvements. The City, at its cost, subject to the City's right to assess costs pursuant to its assessment policy, shall be responsible to maintain, repair and replace the Alley Improvements, except the Curbs, in accordance with the Maintenance Standards. Except as provided in Section 3.1, the owner of the Loretto Bay Property or its Authorized Parties, at its cost, has the right, but not the obligation, to maintain, repair and replace the Alley Improvements in accordance with the Maintenance Standards.

3.3 Maintenance Standards. The Alley Improvements must be kept in a safe condition and good state of repair consistent with the City of Brainerd's standard road maintenance requirements and in compliance with all governmental and quasi-governmental regulations, rules, and ordinances (the "Maintenance Standards"). The party maintaining, repairing or replacing the Alley Improvements will cause such work to be completed promptly and in a commercially reasonable manner so as to reduce interference with the use of the Alley and allow traffic in and out of the Loretto Bay Property.

Without limitation, the Maintenance Standards with respect to the Alley surface shall include the following: (a) prompt removal of snow using a v-plow; (b) sweeping per City policy; and (c) maintaining the surface pursuant to City policy. The owner of the Loretto Bay Property or its Authorized Parties shall be responsible for removing ridges of snow created on the north and south boundaries of the Alley by the City plow, however, the City will use reasonable efforts to plow the Alley from west to east in order to minimize such ridges.

3.4 Notice. The City and Loretto Bay will give the other party 30 days written

notice prior to commencing any non-emergency maintenance, repair or replacement of the Alley Improvements, except that no notice is required for standard snow removal, deicing or sweeping.

4. No Vacation. The City shall not vacate the Alley without written consent of the owner of the Loretto Bay Property.

5. Permitted Delays. Whenever performance of any obligation is required by a party for completion of certain improvements, a party shall diligently use commercially reasonable standards to perform and complete such obligation in accordance with the timing set forth in this Agreement; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty, national emergency, acts of a public enemy, adverse weather conditions that have had a material and adverse effect on the construction schedule, or other causes like in nature beyond the reasonable control of a party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused ("Permitted Delay").

6. Notices. Any notice required or permitted pursuant to this Agreement shall be in writing and delivered by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States mail, postage prepaid, either certified or first class mail, or (d) email or facsimile transmission. All notices shall be sent to a party at the address set forth below, or to such other address or person as the party shall have designated in writing. Notices shall be deemed given upon the earlier of the date of actual receipt or (i) at the time of delivery if by personal delivery, or (ii) as of the date of first attempted delivery if by overnight delivery or certified mail, or (iii) upon receipt by email or facsimile as evidenced by a receipt transmission report.

Loretto Bay: Loretto Bay 26, LLC
 c/o Shingobee Real Estate Company, LLC
 Attn: Jon Fahning
 669 North Medina Street
 P.O. Box 8
 Loretto, MN 55357
 Email: jfahning@shingobee.com

City: City of Brainerd
 Attn: Paul Sandy
 501 Laurel Street
 Brainerd, MN
 Email: psandy@ci.brainerd.mn.us

7. Default and Remedies. If a party fails to perform or comply with any term, condition or obligation of this Agreement and such nonperformance continues for thirty (30) days after the other party gives written notice specifying the nonperformance (or such longer

period as may be reasonable under the circumstances if the nonperformance cannot be cured within thirty (30) days and the party failing to perform commences to cure within such time period and diligently and continuously prosecutes such cure to completion), then the party failing to perform is in default of this Agreement. Upon such default, the notifying party may proceed to cure the default by performance. The defaulting party must reimburse the party curing the default for all reasonable and documented third party costs incurred to cure the default within thirty (30) days after invoice and receipt of all documentation regarding the same. The notice period is not required in the event of an emergency condition, in which event the party curing the default must give whatever notice is reasonable under the circumstances to the other party. Nothing contained in this Section creates any obligation on the part of any party to exercise the rights granted herein or perform another party's obligations. All remedies set forth in this Agreement are cumulative and are deemed additional to any and all other remedies to which a party may be entitled to at law or in equity, except that no default under this Agreement: (a) entitles any party to consequential damages or to cancel, rescind, or otherwise terminate this Agreement; or (b) defeat or render invalid the lien of any mortgage made in good faith and for value. Each party agrees that there is no individual liability of any city council members, partners, officers, directors, shareholders or employees of a party with respect to any claims under this Agreement and expressly waives any and all rights to proceed against such parties.

8. Recording and Assignment. This Agreement will not be recorded by either party in the public land records, but the rights and obligations of Loretto Bay are fully and freely assignable to future owners of the Loretto Bay Property without consent of the City. The City agrees that an assignment of this Agreement will be effective to transfer the rights and obligations of Loretto Bay and its Authorized Parties under this Agreement to the assignee in such assignment.

9. Miscellaneous. This Agreement will in all respects be interpreted, construed and enforced according to the laws of the State of Minnesota. In the event any provision of this Agreement is held to be invalid, unenforceable or in conflict with the law of the State of Minnesota, the remaining provisions of this Agreement continue to be valid, enforceable and not affected by such holding. No term or condition of this Agreement will be deemed waived unless expressed in writing. The waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement may be executed separately and independently in any number of counterparts and each and all of which together are deemed to have been executed simultaneously and regarded as one agreement dated as first set forth above. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and fully supersedes all prior written or oral agreements between the parties with respect to such matters. The persons executing this Agreement on behalf of a party have been duly authorized to do so, and this Agreement is binding and fully enforceable in accordance with its terms upon the parties to this Agreement. Nothing contained in this Agreement may be deemed to be a gift or dedication to the general public for any public use or purpose whatsoever. The terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and the covenants, agreements and licenses created hereby shall be deemed to run with the Loretto Bay Property and the Alley. This Agreement may only be modified, amended or terminated, in whole or in part, with the consent

of each of the parties hereto, by declaration in writing, executed and acknowledged by each of said parties.

signature pages follow

IN WITNESS WHEREOF, the undersigned have executed this Agreement for Landowner Improvements Within Alley as of the date first set forth above.

LORETTO BAY 26, LLC,
a Minnesota limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement for Landowner Improvements Within Alley as of the date first set forth above.

CITY OF BRAINERD,
a Minnesota municipal corporation

By: _____
Name: Ed Menk
Title: Mayor

By: _____
Name: Cassandra Torstenson
Title: City Administrator

Exhibit A

Legal Description of Loretto Bay Property

Lots Fifteen (15) through Eighteen (18), inclusive, Block Fifty-two (52), Town of Brainerd, Crow Wing County, Minnesota.

AND

Lots Thirteen (13) and Fourteen (14), Block Fifty-two (52), Original Town of Brainerd, according to the recorded plat thereof.

AND

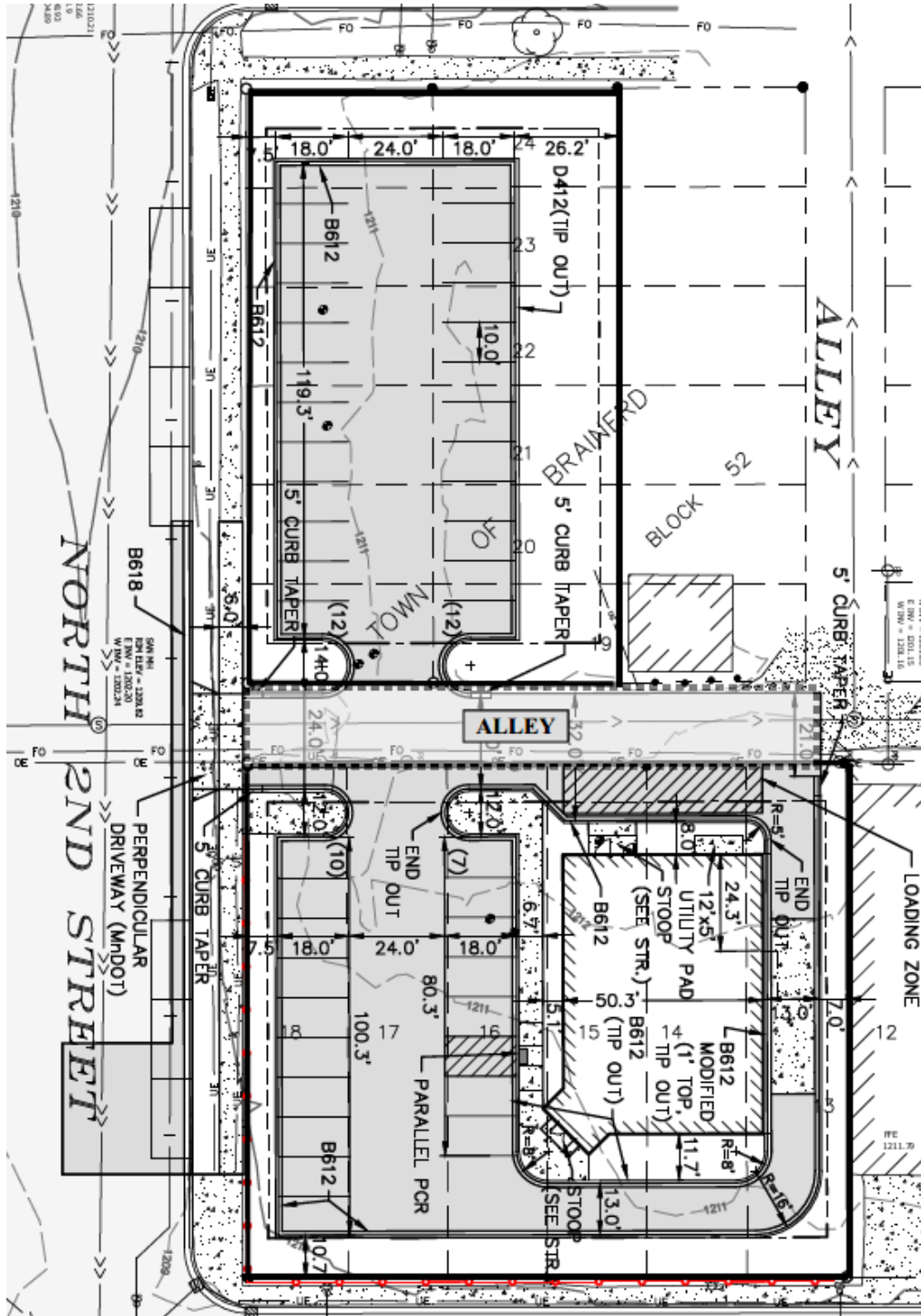
The West Third of Lots Nineteen (19) through Twenty-four (24) inclusive, Block Fifty-two (52), Town of Brainerd, Crow Wing County, Minnesota.

AND

The Center one-third of Lots 19 through 24, inclusive, Block 52, Town of Brainerd and First Addition to the Town of Brainerd, Crow Wing County, Minnesota.

Exhibit A-1

Depiction of the Loretto Bay Property (bold outline) and the Alley (bold dashed outline)





Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

**ADOPTION OF THE
CROW WING COUNTY ALL-HAZARD MITIGATION PLAN**

WHEREAS, Crow Wing County has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Crow Wing County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Crow Wing County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Crow Wing County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Crow Wing County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Crow Wing County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

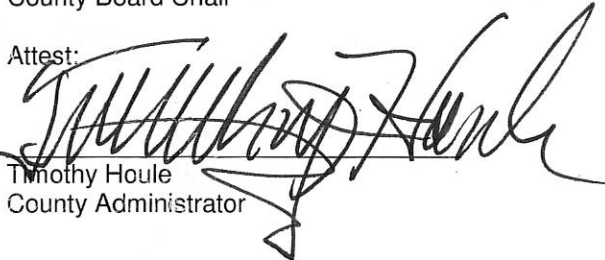
NOW THEREFORE BE IT RESOLVED that Crow Wing County supports the hazard mitigation planning effort and wishes to adopt the Crow Wing County All-Hazard Mitigation Plan.

This Resolution was declared duly passed and adopted and was signed by the Crow Wing County Board Chair and attested to by the Crow Wing County Administrator this 10th day of April, 2018.



Paul Thiede
County Board Chair

Attest:



Timothy Houle
County Administrator

SECTION 1:
REGULATION CHECKLIST

INSTRUCTIONS: The Regulation Checklist must be completed by FEMA. The purpose of the Checklist is to identify the location of relevant or applicable content in the Plan by Element/sub-element and to determine if each requirement has been 'Met' or 'Not Met.' The 'Required Revisions' summary at the bottom of each Element must be completed by FEMA to provide a clear explanation of the revisions that are required for plan approval. Required revisions must be explained for each plan sub-element that is 'Not Met.' Sub-elements should be referenced in each summary by using the appropriate numbers (A1, B3, etc.), where applicable. Requirements for each Element and sub-element are described in detail in this *Plan Review Guide* in Section 4, Regulation Checklist.

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
ELEMENT A. PLANNING PROCESS				
A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement §201.6(c)(1))	Pg. 13-16: Planning Process description, including participants, planning activities and timeline. Appendices E and F: planning process and engagement documentation.	x		
A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? (Requirement §201.6(b)(2))	Pg. 13-16: Planning committee includes special districts and public service providers. Appendices E and F: planning process and engagement documentation.	x		
A3. Does the Plan document how the public was involved in the planning process during the drafting stage? (Requirement §201.6(b)(1))	Pg. 13-16: New releases and public meetings. Appendices E and F: planning process and engagement documentation.	x		
A4. Does the Plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement §201.6(b)(3))	Pg. 14, Appendix I: List of primary sources used for reference during plan development.	x		
A5. Is there discussion of how the community(ies) will continue public participation in the plan maintenance process? (Requirement §201.6(c)(4)(iii))	Pg. 116-117: Discussion of how local jurisdictions and public will be engaged throughout the 5 yr life of the plan.	x		
A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? (Requirement §201.6(c)(4)(i))	Pg. 115-117: Crow Wing EM will oversee plan maintenance and verify implementation on annual basis.	x		

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
ELEMENT A: REQUIRED REVISIONS				
ELEMENT B. HAZARD IDENTIFICATION AND RISK ASSESSMENT				
B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction(s)? (Requirement §201.6(c)(2)(i))	Pg. 31-90: Natural hazards profiled—tornadoes, windstorms, lightening, hail, flood, winter storms, extreme temperatures, drought, wildfire, landslide, and dam failure.	x		
B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? (Requirement §201.6(c)(2)(i))	Pg. 31-90, Appendix C: NCEI database primarily used for historical analysis of previous events. CPRI index included probability calculations.	x		
B3. Is there a description of each identified hazard’s impact on the community as well as an overall summary of the community’s vulnerability for each jurisdiction? (Requirement §201.6(c)(2)(ii))	Pg. 31-90: Vulnerability assessment included for each hazard, most detailed for flood with a HAZUS run. Appendix A: Additional maps conveying population density and location of critical facilities, 100 yr floodplain. Appendix B: inventory of critical facilities and replacement costs.	x		
B4. Does the Plan address NFIP insured structures within the jurisdiction that have been repetitively damaged by floods? (Requirement §201.6(c)(2)(ii))	Pg. 91-93: Plan states there are no RLPs in the planning area.	x		
ELEMENT B: REQUIRED REVISIONS				
ELEMENT C. MITIGATION STRATEGY				
C1. Does the plan document each jurisdiction’s existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement §201.6(c)(3))	Appendix J: Crow Wing County Plans and Programs in Place Appendix K: Local Mitigation Capabilities Assessment Report Pg. 31-90: Risk assessment includes mention of existing plans and programs in place to address each hazard.	x		
C2. Does the Plan address each jurisdiction’s participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement §201.6(c)(3)(ii))	Pg. 91-93: Discussion of NFIP participation and flood insurance. Mitigation strategies include local planning/regulatory actions for continued compliance.	x		

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement §201.6(c)(3)(i))	Pg. 93: Mitigation goals to reduce death, injury, loss, disruption from the natural hazards that can impact the planning area.		x	
C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? (Requirement §201.6(c)(3)(ii))	Pg. 98-113, Appendix G: mitigation activities range from planning and regulation, infrastructure projects, natural systems protections, education and awareness, and preparedness and response.		x	
C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? (Requirement §201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))	Pg. 91-113: STAPLEE method used; Mitigation action table reflects priority, action status, projected timeline, responsible department, potential funding source, and planning mechanism for implementation.		x	
C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement §201.6(c)(4)(ii))	Pg. 98-113, Appendix G: Mitigation action table indicates existing planning mechanisms to facilitate implementation of the mitigation action.		x	
ELEMENT C: REQUIRED REVISIONS				
ELEMENT D. PLAN REVIEW, EVALUATION, AND IMPLEMENTATION (applicable to plan updates only)				
D1. Was the plan revised to reflect changes in development? (Requirement §201.6(d)(3))	Pg. 42: Discussion of future development in the planning area.		x	
D2. Was the plan revised to reflect progress in local mitigation efforts? (Requirement §201.6(d)(3))	Appendix H: Status report on previous mitigation actions.		x	
D3. Was the plan revised to reflect changes in priorities? (Requirement §201.6(d)(3))	Pg. 13-16: Plan update goals included inputting more data on critical infrastructure and updating mitigation action priorities.		x	
ELEMENT D: REQUIRED REVISIONS				
ELEMENT E. PLAN ADOPTION				

1. REGULATION CHECKLIST		Location in Plan (section and/or page number)	Met	Not Met
Regulation (44 CFR 201.6 Local Mitigation Plans)				
E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? (Requirement §201.6(c)(5))	Pending			
E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? (Requirement §201.6(c)(5))	Pending			
<u>ELEMENT E: REQUIRED REVISIONS</u>				
ELEMENT F. ADDITIONAL STATE REQUIREMENTS (OPTIONAL FOR STATE REVIEWERS ONLY; NOT TO BE COMPLETED BY FEMA)				
F1.				
F2.				
<u>ELEMENT F: REQUIRED REVISIONS</u>				

RESOLUTION NO. __:18

ADOPTION OF THE
CROW WING COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, the City of Brainerd has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

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WHEREAS, the Crow Wing County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED that the City of Brainerd supports the hazard mitigation planning effort and wishes to adopt the Crow Wing County All-Hazard Mitigation Plan.

This Resolution was declared duly passed and adopted and was signed by the President of the Council and attested to by the City Administrator this 4th day of June 2018.

Adopted the 4th Day of June 2018

DAVID J. PRITSCHET
President of the Council

Adopted the 4th Day of June 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

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

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF MINNESOTA TO PROVIDE
PUBLIC TRANSPORTATION SERVICES IN THE YEAR 2019**

WHEREAS, the City of Brainerd entering into an Agreement with the State of Minnesota to provide public transportation services in Crow Wing County and selected areas of Cass County in 2019; and

WHEREAS, the City of Brainerd agrees to provide a local share of 15 percent of the total operating cost and 20 percent of the total capital costs; and

WHEREAS, the City of Brainerd agrees to provide 100 percent of the local share necessary for expenses that exceed available funds from the State; and

WHEREAS, that the persons authorized to submit Requests for Funds (RFFs) to the State of Minnesota are the Transit Coordinator and the Accounts Payable Administrative Specialist; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Brainerd authorizes the Mayor and the City Administrator to execute the aforementioned Agreement and any amendments thereto.

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

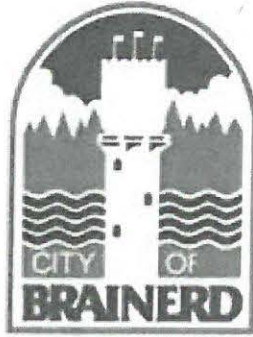


Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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



RECEIVED

MAY 23 2018

**CITY OF BRAINERD
ADMINISTRATION**

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: Street Fest
Date(s) of the event: July 27th - July 28th 2018
Time of event (setup to breakdown): 12pm Friday → 1am Saturday
Location: Mills parking lot, - Front St 56th to 58th
Estimated number of attendees: 1000 - 1500

Organizer Information

Organizer's name (Please print): Brainerd Jaycees
Organizer's address: _____
Event contact person: Sheena Ziegler
Event contact daytime phone number: (h) 218-330-4302 (w) _____ (c) _____
Event contact persons e-mail address: sheena.ziegler@gmail.com
Contact name and phone number to be used on the day of the event: same
(h) _____ (w) _____ (c) _____
For Profit/Nonprofit status (type): 501 c 4

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:

Chicken wings & Big style of event w/ Bands, family games, a few vendors, walking tour

If a parade, please describe the proposed route with the assembly and dispersal locations and attach a map: _____

Site Information

Electrical usage?

Yes

☒

No

☐

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

Power drops, water, lights with materials made by brainerd jaycees & will coordinate the rest

Amplified sound?

Yes

☒

No

☐

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

Pro Sound Equipment by Silent Partner Friday 5pm - 12am & Sat noon - 12am

Restrooms provided?

Yes

☒

No

☐

How many?

30 + handicaps

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

Company contracted for restrooms:

Blakeman

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:

Small signs on street corners

Trash Disposal?

Yes

☒

No

☐

Company contracted for trash disposal:

Waste Partners

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.

meet w/ businesses on Front St to
prepare them for the event & flyers

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").

South 16th St & Front St to S 8th St

Time and date for beginning of street closures: July 27th 3pm

Time and date for reopening of streets: Sunday at 12am

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.

hand deliver notifications 3 week prior &
parking notifications 1 week prior

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.

All side walks open & layout will have
minimal impact to residents & businesses

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				Contact the Parks & Recreation Department for information.
Fire/EMS/Police support				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				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				All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance certificate				May be required before issuing a permit.
Sign/banner permits				Contact the Planning Department for information.
Parade permit				Issued by the Police Department after complete submission of application.
Street closure				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				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

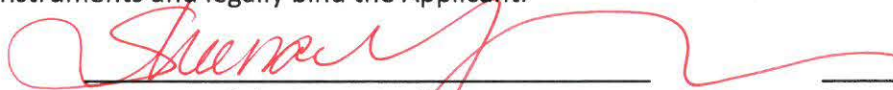
The applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and 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.

 5/23/17
Signature of the Event Applicant Date submitted to the City

Sheena Ziegler
PRINT NAME

Street Fest
Event Applicant Title

PART VI: FOR OFFICIAL USE ONLY

Departmental Sign-Offs Required

	Approval Date/Initials	Comments	
Brainerd Public Utilities	<u>OK</u>	<u>APPLICANT TO COORDINATE POWER AND WATER</u>	<u>825-8726</u>
City Administration	<u>OK</u>	<u>NONE</u>	<u>NEEDS w/</u>
Engineering Depart.	<u>OK</u>	<u>TRAFFIC CONTROL COORDINATION</u>	<u>BAU</u>
Fire Department	<u>OK</u>	<u>NONE</u>	<u>ENR STAFF</u>
Fire Support/EMS	<u>OK</u>	<u>NONE</u>	<u>218-454-3410</u>
Parks and Recreation	<u>OK</u>	<u>NONE - PUT ON EVENTS CALENDAR</u>	
Planning Department	<u>OK</u>	<u>NONE</u>	
Police Department	<u>OK</u>	<u>COORDINATE WITH DEPUTY CHIEF BESTUL</u>	
		<u>FOR POLICE STAFFING NEEDS.</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:

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.

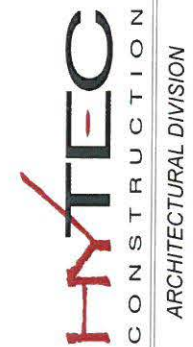
City Administrator

Date

REVISIONS

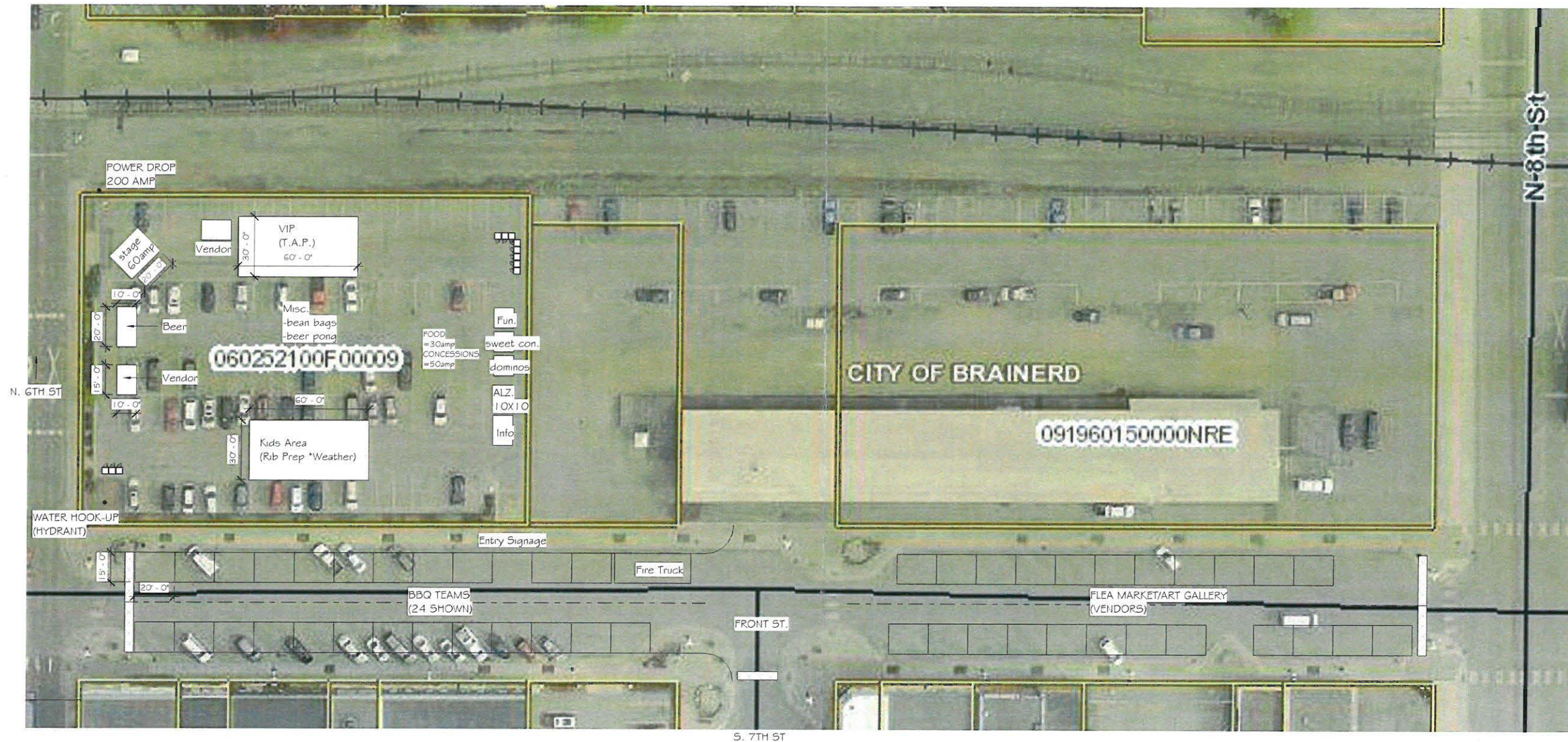
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota

11360 BUSINESS 371
BRainerd, MN 56401
PHONE 218829-8529
FAX 218829-5383
www.hytecconstruction.com
lic #BC-20050648



2018 STREETFEST LAYOUT
PRELIMINARY SITE CONCEPT

DATE:
03/01/2018
SHEET:
A1.1



1 STREETFEST SITE CONCEPT
1" = 30'-0"





Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

City of Brainerd, Minnesota Street Sweeping Policy

1. Introduction

The city of Brainerd, Minnesota finds that it is in the best interest of the residents for the city to assume basic responsibility of sweeping city streets. Reasonable sweeping is necessary for vehicle and pedestrian safety, water quality issues, and environmental concerns. The city will provide such service in a cost-effective manner, keeping in mind safety, budget, personnel, and environmental concerns. The city will use city employees, equipment and/or private contractors to provide this service. Completion dates are dependent on weather conditions, personnel, and equipment availability. The Street Foreman or his/her designee will be responsible for scheduling of personnel and equipment.

2. When Will the City Perform Street Sweeping Operations?

- A. Spring sweeping of snow and ice control aggregate will begin when streets are significantly clear of snow and ice, usually late March or early April, after the risk of later snowfall has passed. Spring sweeping is typically completed by the end of May.
- C. Fall sweeping will typically commence the middle of September, or when most of the leaves have fallen from the trees and typically is completed by the middle of October, or until the leaves have become frozen or bonded to the pavement. Areas with extensive foliage will be swept after most of the leaves have fallen.
- D. Storm Water Quality areas will be swept on a priority basis throughout the year.
- E. Environmental/general sweeping will be performed on a routine/as needed basis.
- F. Erosion/siltation dirt & debris cleanup from construction projects is the responsibility of the developer, contractor, or property owner. Except in cases of emergency, the streets shall be cleaned and swept within 48 hours of notification. If the streets are not swept within the specified time allowed, or in the case of an emergency, the city may sweep the street and the responsible party will reimburse the city for all associated costs.
- G. Citizen requests for sweeping will be evaluated and the City Engineer will determine the priority.

3. How Will Streets Be Swept?

Sweeping is a slow process with average gutter line speeds for the first sweeping in spring that can be as slow as 2 to 3 miles per hour. The city will sweep with its own equipment and personnel or contract services. Normally centerlines are swept after gutter lines are cleaned. Equipment may include mechanical, vacuum or regenerative air sweepers.

4. **Priorities**

The city has classified city streets based on the street function, traffic volume, impact on water quality and the environment and the importance to the welfare of the Community. Accordingly, sweeping routes will be designed to provide the maximum possible benefit to higher volume and water quality sensitive areas. Some streets require more ice control chemicals and sand than others due to high traffic volume, presence of stop signs or other traffic control, and presence of curves on the routes. These routes are typically classified as the City's State Aid routes or snow emergency routes and are considered priority one for these purposes. All other local streets are considered priority two, and city staff generally works their way in a methodical path starting in west Brainerd commercial district heading east.

5. **Weather Conditions**

Sweeping operations will be conducted when weather conditions permit. Factors that may delay sweeping operations include: temperatures below 32°F, wind, rain, snow and frozen gutter lines.

6. **Work Schedule**

Sweeping operations are performed in conjunction with and can be impacted by other maintenance operations. Sweeping operations will normally be conducted Monday - Friday, from 7:00 a.m. to 3:30 p.m. The downtown business district is swept every Wednesday of the week, and typically commences at 5:00 a.m. and is finished by 7:00 a.m. Times to complete can vary depending on the number and types of vehicles that are in the way and need to be towed. Extended workdays and shift changes may be utilized for emergency sweeping to provide maximum efficiency. For safety reasons, no operator shall work more than a twelve-hour shift in any twenty-four hour period.

7. **Sidewalks and Trails**

The city will sweep trails and sidewalks on an as-needed basis.

8. **Safety**

Sand, sealcoat rock or other dirt and debris on the street can create a potentially dangerous condition for vehicles, motorcyclists, bicyclists, and pedestrians. It would not be practical or effective to sign all streets for potential dangerous conditions. During sealcoat or milling operations, the Contractor will place warning signs indicating loose rock will be placed on ends of streets or other appropriate areas where needed. These signs will remain in place until the street has been swept. Employees will follow all work rules, OSHA regulations, and Federal and State laws to ensure a safe sweeping operation.



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

**ORDINANCE
NO. 1482**

**AN ORDINANCE ADDING SECTION 540 TO THE BRAINERD CITY CODE ENFORCING THE
STATUTORY PROHIBITION ON THE USE AND SALE OF COAL TAR SEALANT
PRODUCTS WITHIN THE CITY OF BRAINERD, MINNESOTA**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 540 to the Brainerd City Code be added as follows:

540.01 Purpose. The City of Brainerd understands that lakes, rivers, streams and other bodies of water are natural assets which enhance the environmental, recreational, cultural, and economic resources and contribute to the general health and welfare of the community.

The use of sealers on asphalt driveways is a common practice. However, scientific studies on the use of driveway sealers have demonstrated a relationship between stormwater runoff and certain health and environmental concerns.

The 2013 Minnesota Legislature enacted a statewide prohibition on the use and sale of coal tar sealant products. This new statewide prohibition has been codified under Minn. Stat. § 116.202 and is effective on Jan. 1, 2014.

The purpose of this ordinance is to prohibit violations of Minn. Stat. § 116.202 in the City of Brainerd, Minnesota, in order to protect, restore, and preserve the quality of its waters.

540.02 Definitions. Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. For the purpose of this ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Subd. 1. Asphalt-Based Sealer. A petroleum-based sealer material that is commonly used on driveways, parking lots, and other surfaces and does contain polycyclic aromatic hydrocarbons (PAHs).

Subd. 2. Coal Tar. A byproduct of the process used to refine coal.

Subd. 3. Coal Tar Sealant Product. A surface-applied sealing product containing coal tar, coal tar pitch, coal tar pitch volatiles, or any variation assigned the Chemical Abstracts Service (CAS) numbers 65996-93-2, 65996-89-6, or 8007-45-2.

Subd. 4. City. The City of Brainerd.

Subd. 5. MPCA. The Minnesota Pollution Control Agency.

Subd. 6. PAHs. Polycyclic aromatic hydrocarbons. A group of organic chemicals formed during the incomplete burning of coal, oil, gas, or other organic substances. Present in coal tar and believed harmful to humans, fish, and other aquatic life.

540.03 Prohibitions. In accordance with Minn. Stat. § 116.202

- a. No person shall apply a coal tar sealant product on asphalt paved surfaces within the City of Brainerd.

- b. No person shall sell a coal tar sealant product that is formulated or marketed for application on asphalt-paved surfaces within the City of Brainerd.
- c. No person shall allow a coal tar sealant product to be applied upon property that is under that person's ownership or control.
- d. No person shall contract with any commercial sealer product applicator, residential or commercial developer, or any other person for the application of any coal tar sealant product to any driveway, parking lot, or other surface within the City.
- e. No commercial sealer product applicator, residential or commercial developer, or other similar individual or organization shall direct any employee, independent contractor, volunteer, or other person to apply any coal tar sealant product to any driveway, parking lot, or other surface within the City.

540.04 Exemption. Upon the express written approval from the MPCA and in accordance with Minn. Stat. § 116.202, a person who conducts research on the environmental effects of coal tar sealant product or where the use of coal tar sealant product is necessary in the development of an alternative technology shall be exempt from the prohibitions provided in Section 3. Any person that is granted approval by the MPCA must provide a copy of the written approval from the MPCA to the City of Brainerd, Minnesota twenty (20) days before conducting the research.

540.05 Asphalt Based Sealcoat Products. The provisions of this ordinance shall only apply to coal tar sealant products in the City and shall not affect the use of asphalt-based sealer products within the City.

540.06 Penalty. Any person convicted of violating any provision of this ordinance is guilty of a misdemeanor and shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment for not more than ninety (90) days, or both, plus the costs of prosecution in either case.

540.07 Severability. If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

540.08 Effective Date. This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by Minn. Stat. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.

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:

Title of Item:

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

MEMO



TO: Mayor and Council Members

FROM: Joe Langel, City Attorney
Cassandra Torstenson, City Administrator
Mark Ostgarden, City Planner
Connie Hillman, Finance Director

DATE: May 31, 2018

RE: Liquor Ordinance Review – Code Section 1200

Background

At the May 7, 2018 Council meeting, the Council passed Resolution No. 32:18 directing staff to review City Code section 1200 and to report back in 30 days. The Council also put a hold on all new on-sale liquor licenses for that 30-day time period. Upon review, a couple issues became apparent: (1) the code language is not entirely clear, and (2) the prior issuance of liquor licenses may not have been consistent with that language.

Initial discussions amongst staff and with Council revealed a desire to reevaluate the geographical restrictions on liquor licenses and revise the code in a manner that reflects current desires with respect to licensing, and reflects the existing reality of the nature of the businesses that already hold a liquor license. This memo examines the existing code language and the existing on-sale intoxicating liquor license holders, and suggests language to improve and clarify the code.

State and City Liquor Codes

License Limit.

Under state law, Brainerd may not issue more than 12 on-sale intoxicating liquor licenses city-wide unless voters authorize more by referendum. *Minn. Stat. § 340A.413, subd. 1(3)*. This limit, however, does not apply to clubs, restaurants, theaters, hotels and bowling alleys. *Id., subd. 4*. Given these exceptions, the 12-license limit effectively applies to bars, or any other establishment that does not qualify for an exception.

City Code further restricts the 12 available on-sale licenses in two ways. First, the Code creates multiple “liquor zones” and prohibits the issuance of on-sale to any facility outside those prescribed zones. So, there is a geographical restriction. Second, one-half

or more of the 12 licenses “shall be issued to bona fide restaurants, eating establishments, or other eligible facilities (such as hotels, motels, convention centers, bowling alleys, etc.) where the serving and sale of liquor is only incidental to the principal business use.” Thus, there is a restriction by type of facility.

This restriction by type of facility is odd because, by state law, the 12-license limit does not apply to restaurants, hotels, etc., in the first place. Why reserve at least half of the 12 licenses for facilities that do not need any of the 12? The effect is that only six on-sale licenses are left for bars and other non-exempt facilities.

Restaurants.

Note that the definition of restaurant under state law is “an establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly prepared on the premises and served at tables to the general public, and having a minimum seating capacity for guests as prescribed by the appropriate license issuing authority.” *Minn. Stat. § 340A.101, subd. 25*. The seating capacity criteria is therefore left up to the City to define.

If a restaurant wants a Sunday license, however, it must meet the statutory seating capacity requirement, which is seating capacity “for at least 30 persons.” *Minn. Stat. §340A.504, subd. 3(a)*. Given that restaurants typically obtain a Sunday license, the practical effect is that, by State law, they must have at least 30 seats. The City Code far exceeds that, requiring “a seating capacity in the dining area for at least 75 persons.”

In addition to minimum seating capacity, City Code contains two other requirements in order to be deemed a restaurant or eating establishment: (1) the bar area must be less than half the size of the dining area, and (2) there must be off-street parking provided at the ratio of one stall for every three units of seating capacity in the dining area. Plans and specifications for this off-street parking area are supposed to be submitted with the liquor license application. *City Code § 1200.21, subds. 4, 5*.

Bowling Alleys.

City Code restricts the issuance of on-sale licenses “to hotels, clubs, restaurants, and exclusive liquor stores...” *City Code § 1200.01, subd. 2*. This restriction means that on-sale licenses may not be issued to theaters and bowling alleys, as otherwise provided by state law. This is odd because another City code provision allows for Sunday on-sale licenses to be issued to bowling centers. *City Code § 1200.03, subd. 7(a)*. Under state law, Sunday sales are only allowed by bowling centers that otherwise have an on-sale intoxicating liquor license. *Minn. Stat. § 340A.504, subd. 3(a)*. So, a bowling alley cannot sell on Sunday unless it also has a regular on-sale license. Perhaps the omission of bowling centers in City Code section 1200.01, subdivision 2, was an oversight. This interpretation is supported by the mention of bowling centers in the list of “eligible facilities” in section 1200.21, subdivision. 4. It bears mentioning that Jack’s House Bowl has had an on-sale intoxicating liquor license since 2003 per review of the minutes.

Downtown Zone.

The downtown zone is a rectangular area bounded by S. 4th Street on the west, S. 9th Street on the east, Maple Street on the south, and the railroad tracks on the north. Yesterday's Gone Bar & Grill, on S. 9th Street, is also within the Downtown Zone in a small area added onto the original zone.

The Downtown Zone is restricted to having no more than six non-exempt on-sale liquor licenses, meaning no more than six bars or other facilities that do not meet the definition of an exempt facility (like a restaurant, hotel, etc.). *City Code § 1200.21, subd. 1.* This restriction is subject to a somewhat complicated "grandfather clause":

Subject to all other provisions of this Ordinance, all existing on sale liquor licenses within this zone on January 1, 2001, shall continue to be allowed unless current liquor licensing for such business fails to be maintained. If current licensing for such a business shall lapse or expire without a timely renewal, any future license applications for that business within this zone will be subject to the limitations of this Subdivision. Nothing in this Subdivision shall prevent existing licenses issued prior to January 1, 2001, from being transferred to new owners at the same site. Further, the City Council shall be allowed to grant requests for existing licenses to be moved from one location in the area of the City covered by this subdivision to another location within the area covered by this subdivision without meeting the requirements of Subdivision 4 of this Section. Upon the grant of said license at a new location, the licensee shall return to the City their license granted for the former location at which time the license shall be cancelled at that location. However, the City Council may take action to grant approval of a new license at the former location. These restrictions shall not apply to clubs, and shall only apply when six (6) or more on sale licenses are issued within this zone.

It is unclear which existing on-sale liquor license holders in the Downtown Zone would be deemed "grandfathered" in and not subject to the six-license restriction. Obtaining that information would require a historical analysis of all on-sale liquor licenses issued over the past 18 years in this zone.

Existing On-Sale Licenses

The following facilities currently hold an on-sale intoxicating liquor license:

American Legion	Brainerd Elks Lodge
Fraternal Order of Eagles	VFW
Jack's House Bowl	612 Station
Last Turn Saloon	Yesterday's Gone Bar & Grill
Sage on Laurel	Senor Patron
9 th Street Social Club	SE's Bar
Pit Stop Bar	The Parlor Saloon
O'Neary's Irish Pub	Shep's on 6 th
The Local 218	

Of those 17 facilities, the American Legion, Elks, Eagles and VFW are considered clubs and Jack's House Bowl is a bowling center. Pursuant to state law, those five are not subject to the 12-license city-wide limit. That leaves 12 on-sale license holders, all of which would normally be considered bars or restaurants. Given the seating capacity and off-street parking requirements for exempt restaurants under City Code, however, none of the remaining 12 license holders can be considered restaurants for licensing purposes. None of the 12, therefore, are exempt.

Of those 12 license holders, 11 are in the Downtown Zone (The Local 218 is not). City Code only allows six, except for any that are legitimately grandfathered, so it is possible that more on-sale licenses have been issued in the Downtown Zone than are allowed. Regardless, the City is at its maximum number of licenses currently; no more on-sale licenses may be issued unless the City Code is changed in some respect.

Proposed City Code Changes

Eliminate Most Liquor Zones.

The liquor zones regulate the location of on-sale intoxicating liquor licenses as well as some of the off-sale licenses. Given that 11 of the 17 on-sale licenses are in the Downtown Zone, and that area seems to be the one of the most concern from a regulatory standpoint, it may make sense to simplify the ordinance by eliminating all other zones. This would allow both on-sale and off-sale licenses to be issued anywhere in the City if more licenses become available (and subject, of course, to zoning regulations).

Revise the Definition of Restaurant.

The existing definition of restaurant has the single largest impact on how the on-sale licenses are counted. If the seating capacity is reduced from 75 to a number that is consistent with the capacity of what are commonly considered "restaurants" in the Downtown Zone, that would help considerably. In addition, given that few, if any, of the "restaurants" in the list above have sufficient off-street parking to satisfy the existing standard, but there appears

to be no adverse impact from that deficiency, it may be appropriate to remove the off-street parking requirement entirely. That would leave the seating capacity and bar area size as determining factors.

Depending on how seating capacity is and bar area size are modified, six of the facilities listed above would be deemed restaurants and be exempt from the 12-license limit (612 Station, Last Turn Saloon, The Local 218, Sage on Laurel, Yesterday's Gone and Senor Patron). That would open up six on-sale licenses (assuming the Council wants to utilize all 12 available licenses).

Eliminate the Grandfather Clause.

The existing grandfather clause is unclear and may be very difficult to apply in light of the passage of time (the operative time period commenced over 17 years ago). If the definition of restaurant is modified, making several existing license holders exempt from the 12-license limit, and the Downtown Zone license limit of six licenses is retained, the grandfather clause will be unnecessary. Those six bars who currently have non-exempt licenses may continue to keep them, subject to the usual rules, and no new licenses would be issued for the Downtown Zone. New licenses could be issued for non-exempt facilities (bars) outside the Downtown Zone.

A modified version of the existing City Code chapter 1200 is attached for review and discussion.

CHAPTER XII

SALE, CONSUMPTION, AND DISPLAY OF LIQUOR, BEER, AND WINE

Section 1200 – Intoxicating Liquor

1200.01 Provision of State Law Adopted. The provisions of Minnesota Statutes, Chapter 340A, relating to the definition of terms, licensing, consumption, sales, conditions of bonds of licensees, hours of sale with the exception that no on-sale sales of intoxicating liquor or 3.2 percent malt liquor shall be made after 1:00 a.m., and all other matters pertaining to the retail sale, distribution, and consumption of intoxicating liquor are adopted and made a part of this Section as if set out herein in full.

(Amended Ord. 1199 – 2003)

1200.03 License 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 ten kinds: on-sale, on-sale wine, off-sale, special club licenses, temporary on-sale, Sunday on-sale, on-sale brewer taproom, off-sale growler, microdistillery/cocktail room, and off-sale distilled spirits.

(Amended Ord 1403 – 2013, Amended Ord 1480 - 2018)

Subd. 2. On-Sale Licenses. On-sale licenses shall be issued only to hotels, clubs, bowling centers, restaurants, and exclusive liquor stores and permit on-sale of liquor only.

Subd. 3. On-Sale Wine Licenses. On sale wine licenses shall be issued only to restaurants meeting the qualification of Minnesota Statutes, Section 340A, 404, Subdivision 5, ~~and permit only the sale of wine not exceeding 14% alcohol by volume, for consumption on the licensed premises only, in conjunction with the sale of food.~~

(Amended Ord. 1199 – 2003)

Subd. 4. Off-Sale Licenses. Off-sale licenses shall be issued only to drug stores and exclusive liquor stores and permit off-sales of liquor only.

Subd. 5. Special Club Licenses. Special club licenses shall be issued only to incorporated clubs which have been in existence for 15 years or more or to congressionally chartered veterans' organizations which have been in existence for ten years.

Subd. 6. Temporary Licenses. A temporary on-sale intoxicating liquor license may be issued to any club, charitable, religious, or other non-profit organization which has its principal location within the City of Brainerd and which has been in existence for a period of not less than three (3) years at the time of making an application for this license. This temporary on-sale intoxicating liquor license shall only be issued for a social event occurring within the City limits of Brainerd and which is being sponsored by the licensee. The license may authorize on-sales on the premises other than the premises the licensee owns or permanently occupies. The license may provide that the licensee may contract for intoxicating liquor catering services with the holder of a full year on-sale intoxicating liquor license issued by the City of Brainerd. The fee for such license shall be \$135.00 per day and shall be issued for not more than three (3) consecutive days. No organization shall be granted more than six (6) such licenses per calendar year. This license shall not be effective unless approved by the Commissioner of Public Safety for the State of Minnesota.

(Amended Ord. 883 – 1989, Ord. 964 – 1994, Ord. 965 – 1994, Ord 1397 – 2012)

Subd. 7 (a). Sunday On-Sale License. Special on sale licenses for the sale of intoxicating liquor on Sunday shall be issued only to ~~bowling~~bowling centers and to hotels, restaurants, and clubs as defined in Minnesota Statutes 340A.101. All sales at such establishments shall be in accordance with Minnesota Statutes 340A.504, Subd. 3.

(Added Ord. 1058 – 1998)

Subd. 7(b). Sunday Hours. The sale of on sale intoxicating liquor on Sundays is allowed between the hours of 8:00 a.m. on Sunday and 1:00 a.m. on Monday. Establishments serving liquor on Sundays must obtain a special license under subdivision 7(a) above.

(Added Ord. 1058 – 1998, Amended Ord. 1070 – 1999, Amended Ord. 1473 - 2017)

Subd. 8. On-Sale Brewer Taproom Licenses. An on-sale brewer taproom license authorizes on-sale of malt liquor produced by the brewer for consumption on the premises of or adjacent to one brewery location owned by the brewer, subject to the restrictions of this chapter and Minnesota Statutes, Section 340A.301, Subdivision 6b, as it may be amended from time to time.

(Added Ord. 1403 – 2013)

Subd. 9. Off-sale Growler Licenses. An off-sale growler license authorizes off-sale of malt liquor produced by a brewer and packaged in sixty four (64) ounce or seven hundred fifty milliliter (750 ml) containers that are designed, sealed and labeled pursuant to Minnesota Statutes, Section 340A.301, as it may be amended from time to time. Only brewers licensed under Minnesota Statutes Section 340A.301, Subdivision 6(d), (i) or (j) are eligible for an off-sale growler license, subject to the limitations set forth in Section 340A.301, as it may be amended from time to time. The off-sale of growlers may be conducted on Sundays between the hours of 10:00 a.m. and 10:00 p.m.

(Added Ord. 1403 – 2013, Amended Ord. 1451 – 2016)

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 34A.22 or conduct sales at off-sale under subdivision 4 of State Statutes 340A.22 unless at least 50 percent of the annual production of the license 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).

(Added Ord 1480 – 2018)

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.

(Added Ord 1480 – 2018)

Subd. 12. Off-Sale Distilled Spirits Licenses. A off-sale distilled spirits license 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: (2) off-sale hours of sale must conform to hours of sale for retail off-sale licensees in the licensing municipality; and (2) no brand may be sold at the microdistillery unless it is also available for distribution by wholesalers.

(Added Ord 1480 – 2018)

1200.05 Application for License. Subdivision 1. Form. An application for a license to sell liquor shall state the name of the applicant, his age, representations as to his character, with such references as the Council may require, his citizenship, the type of license applied for, the business in connection with which the proposed license will operate and its location, whether the applicant is owner and operator of the business, how long he has been in that business at that place, and such other information as the Council may require from time to time. In addition to containing such information, the application shall be in the form prescribed by the commission of public safety and shall be verified and filed with the Clerk-Treasurer. No person shall make a false statement in an application.

Subd. 2. Deleted Ord. 888 – 1990

Subd. 3. Financial Responsibility. Prior to the issuance of a liquor license, the applicant shall demonstrate proof of financial responsibility as defined in Minnesota Statutes, Section 340.11, Subdivision 11, with reference to liability under the Statutes, Section 340.95. Such proof shall be filed with the commissioner of public safety. Any liability insurance policy filed as proof of financial responsibility under this Subdivision shall conform to Minnesota Statutes, Section 340.12.

Subd. 2. Deleted Ord. 888 – 1990

Subd. 3. Financial Responsibility. Prior to the issuance of a liquor license, the applicant shall demonstrate proof of financial responsibility as defined in Minnesota Statutes, Section 340.11, Subdivision 11, with reference to liability under the Statutes, Section 340.95. Such proof shall be filed with the commissioner of public safety. Any liability insurance policy filed as proof of financial responsibility under this Subdivision shall conform to Minnesota Statutes, Section 340.12.

Subd. 4. Approval of Security. The security offered under Subdivision 2 shall be approved by the Council and in the case of applicants for on sale wine licenses and off sale licenses, by the commissioner of public safety. Liability insurance policies required by this Section but not by state law and surety bonds required under Subdivision 2 shall be approved as to form by the City Attorney. Operation of a licensed business without having on file with the City at all times effective security as required in Subdivisions 2 and 3 is a cause for revocation of the license.

1200.07 License Fees. Subdivision 1. Fees: Amounts. The annual fees for licenses under this Section are set by Chapter X.

Subd. 2. Payment. Each application for a license shall be accompanied by a receipt from the Clerk-Treasurer for payment in full of the license fee and the fixed investigation fee required by this Section, if any. All fees shall be paid into the general fund. If an application for a license is rejected, the Clerk-Treasurer shall, refund the amount paid as the license fee.

Subd. 3. Term: Pro Rata Fee. Each license shall be issued for a period of one year except that if the application is made during the license year, a license may be issued for the remainder of the year for a pro rata fee, with any unexpired fraction of a month being counted as one month. Every license shall expire on the last day of June.

Subd. 4. Refunds. No refund of any fee shall be made except as authorized by Statute.

1200.09 Granting of Licenses. Subdivision 1. Preliminary Investigation. On an initial application for an on-sale license and on application for transfer of an existing on-sale license, the applicant shall pay with the application an investigation fee of \$100 and the City shall conduct a preliminary background and financial investigation of the applicant pursuant to Chapter 15 of the Brainerd City Code. The application in such case shall be made on a form prescribed by the Minnesota Bureau of Criminal Apprehension (BCA) and with such additional information as the Council may require. If the Council deems it in the public interest to have an investigation made on a particular application for renewal of an on-sale license, it shall so determine. In any case, if the Council determines that a comprehensive background and financial investigation of the applicant is necessary, it may conduct the investigation pursuant to Chapter 15 of the Brainerd City Code. No license shall be issued, transferred or renewed if the results show to the satisfaction of the Council that issuance would not be in the public interest. If an investigation outside the State is required, the applicant shall be charged the cost not to exceed \$10,000 which shall be paid by the applicant after deducting any initial investigation fee already paid. The fee shall be payable by the applicant whether or not the license is granted. The Council shall estimate the cost of the out State investigation and said sum shall be payable by the applicant prior to the out State investigation.

(Amended Ord. 1353 – 2010)

Subd. 2. Hearing and Issuance. The Council shall investigate all facts set out in the application and not investigated in the preliminary background and financial investigation conducted pursuant to Subdivision 1. Opportunity shall be given to any person to be heard for or against the granting of the license. After the investigation and hearing, the Council shall, in its discretion, grant or refuse the application. No on-sale wine license or off sale license shall become effective until it, together with the security furnished by the applicant, has been approved by the commission of public safety.

Subd. 3. Person and Premises Licenses: Transfer. Each license shall be issued only to the applicant and for the premises described in the application. No license may be transferred to another person or place without Council approval. Any transfer of stock of a corporate licensee is deemed a transfer of the license and a transfer of stock without prior Council approval is grounds for revocation of the license.

1200.11 Person Ineligible for License. No license shall be granted to any person made ineligible for such license by State law. No more than one on-sale and one off-sale intoxicating liquor license shall be directly or indirectly issued within the City to any one person.

(Amended Ord. 1017 – 1996)

1200.13 Places Ineligible for License. Subdivision 1. General Prohibition. No license shall be issued for any place or business ineligible for such a license under State law.

Subd. 2. Delinquent Taxes and Charges. No license shall be granted for operation on any premises on which taxes, assessments, or other financial claims of the City or the State of Minnesota are delinquent and unpaid.

(Amended Ord. 1373 – 2010)

1200.15 Condition of a License. Subdivision 1. In General. Every license is subject to the conditions in the following subdivision and all other provision of this Section and of any other applicable provisions of State law or regulation and this Code.

Subd. 2. Insurance. Compliance with financial responsibility requirements of State law and of this Section is a continuing condition of any license.

Subd. 3. Licensee's Responsibility. Every licensee is responsible of the conduct of his place of business and the conditions of sobriety and order in it. The act of any employee on the licensed premises authorized to sell intoxicating liquor there is deemed the act of the licensee as well, and the licensee shall be liable to all penalties provided by this Ordinance and the law equally with the employee.

Subd. 4. Inspections. Every licensee shall allow any peace officer, health officer, or a properly designated officer or employee of the City to enter, inspect, and search the premises of the licensee during business hours without a warrant.

Subd. 5. Display During Prohibited Hours and Days. The hours and days of sale of licenses issued pursuant to the terms of this Chapter shall be the same as those set forth in Chapter 340A of the Intoxicating Liquor Act of the State of Minnesota adopted by reference as part of this Chapter

(Amended Ord. 1138 – 2002)

Subd. 6. Restrictive Hours for Patrons, Employees, and Consumption. No patrons of on-sale license holders shall remain on the licensed premises after one-thirty (1:30) A.M., and in any event no persons except bona fide employees of the license holder or a janitorial service shall remain on the licensed premises after one thirty (1:30) A.M., unless they are actively engaged in a clean-up operation for the premises. No person, including employees of the licensed premises or of the cleaning service shall consume any intoxicating liquor or nonintoxicating malt liquor on the licensed premises after one twenty (1:20) A.M., until the licensed premises can next properly be opened for business. Any unconsumed intoxicating liquor or non-intoxicating malt liquor remaining on the premises, other than that necessary for inventory purposes, shall be disposed of at one twenty (1:20) A.M. No unconsumed intoxicating liquor or non-intoxicating malt liquor shall be removed from the premises for consumption at a different place by any employee or patron.

(Amended Ord. 1138 – 2002)

Subd. 7. Possession, Sale, or Distribution of Controlled Substances or Marijuana Prohibited. No licensee or employee or agent of an on-sale licensee shall possess, sell, or distribute controlled substances or marijuana as defined by MN Statute 152.01 while on the licensee's premises.

(Amended Ord. 1138 – 2002)

Subd. 8. Federal Stamps. No licensee shall possess a Federal wholesale liquor dealer's special tax stamp or a Federal gambling stamp.

(Amended Ord. 1138 – 2002)

1200.17 Restrictions on Purchase and Consumption. Subdivision 1. Liquor in Unlicensed Places. No person shall mix or prepare liquor for consumption in any public place or place of business unless it has a license to sell liquor on-sale or a permit from the Commission of Public Safety under Minnesota Statutes, Section 340.119 and no person shall consume liquor in any such place.

Subd. 2. Consumption in Public Places. No person shall consume liquor on a public highway, public park except in compliance with Section 1205.03, Subd. 5, or other public places.

(Amended Ord. 1012 – 1996)

1200.19 Suspension and Revocation. Subdivision 1. Violation of Statute, Regulations, or City Code Relating to Intoxicating Liquor. The City Council may suspend for a period not to exceed 60 days or revoke any liquor license after finding that the licensee has failed to comply with any applicable statute, regulation, or provision of this Code relating to intoxicating liquor. Except in cases of failure of financial responsibility, or where a conviction by a court of competent jurisdiction for such violation has occurred, no sanction under this Ordinance shall be imposed until the licensee has been afforded an opportunity for a full hearing before the City Council or its designee.

Subd. 2. Conviction of Sale to a Minor or Discovery of Non-Compliance During Liquor Compliance Investigation. Upon either the conviction of a licensee or the licensee's employee or agent of sale of alcohol to a minor, or discovery of non compliance during a liquor compliance investigation, the sanctions set out below shall apply.

Subd. 3. First Occurrence. Upon either the first conviction of sale of alcohol to a minor by a licensee or the licensee's employee or agent, or upon the first failure of a liquor compliance check within any three year period, the licensee shall pay a civil penalty to the City of \$500.00 and participate in training concerning liquor and beer sales regulations and restrictions.

Subd. 4. Subsequent Occurrences. In the event of a second conviction of sale of alcohol to a minor by a licensee or the licensee's employee or agent, or a second failure of the liquor compliance check within three (3) years of any such prior conviction or failure, shall pay a civil penalty to the City of \$1,000.00 and participate in training concerning liquor and beer sales regulations and restrictions.

Subd. 5. Additional Penalties for Frequent Violations of this Section. If the licensee or an employee or agent of the licensee is either convicted of sale of alcohol to a minor or fails a liquor compliance check for a third time within any three (3) year period the liquor license shall be suspended for such five (5) day period as shall be determined by the Chief of Police. In addition, the licensee shall pay a civil penalty to the City in the sum of \$2,000.00.

Subd. 6. Extended License Suspension. If the licensee or an employee or agent of the licensee is either convicted of sale of alcohol to a minor or fails a liquor compliance check a fourth time within any three (3) year period, the liquor license shall be revoked.

(Amended Ord. 1097 – 2000)

1200.21 On-Sale Liquor Zones and License Limitations. On sale intoxicating liquor licenses may be issued in the following areas and under the following limitations:

Subd. 1. This Subdivision shall only apply to that portion of the City of Brainerd bounded on the west by the west line of Fourth Street South; on the north by the centerline of the Burlington Northern Santa Fe Railway Company right of way; on the east by the east line of Ninth Street South; on the south by the south line of Maple Street; and, Lots 16 thru 24 inclusive Block 37 excepting that part of Lots 19 and 20 desc as follows; beg at the NW corner of said Lot 19, then N 89 deg 57 min 40 sec E, assumed bearing, along N line of said Lot 19, 79.79 ft, then S 00 deg 07 min 58 sec E 45.14 FT, then S 89 deg 52 min 02 sec W 79.88 ft to the W line of said Block 37, then N 00 deg 01 min 06 sec W along said W line of Block 37, 45.27 ft to the point of beg subject to easements of record. Not more than six (6) on sale liquor licenses that are not excluded from license limits under Minnesota Statutes section 340A.413, subdivision 4, do not comply with subdivision 4 of this Section shall be issued in this zone. ~~Subject to all other provisions of this Ordinance, all existing on-sale liquor licenses within this zone on January 1, 2001, shall continue to be allowed unless current liquor licensing for such business fails to be maintained. If current licensing for such a business shall lapse or expire without a timely renewal, any future license applications for that business within this zone will be subject to the limitations of this Subdivision. Nothing in this Subdivision shall prevent existing licenses issued prior to January 1, 2001, from being transferred to new owners at the same site. Further, the City Council shall be allowed to grant requests for existing licenses to be moved from one location in the area of the City covered by this subdivision to another location within the area covered by this subdivision without meeting the requirements of Subdivision 4 of this Section. Upon the grant of said license at a new location, the licensee shall return to the City their license granted for the former location at which time the license shall be cancelled at that location. However, the City Council may take action to grant approval of a new license at the former location. These~~

~~restrictions shall not apply to clubs, and shall only apply when six (6) or more on sale licenses are issued within this zone.~~

(Amended Ord. 1371 – 2010, Ord. 1374 – 2010, Ord. 1377 - 2011)

~~Subd. 2. The Commercially Zoned property located 200 feet north and south of Washington Street from the west edge of the Mississippi River Bridge to the west City Limits and the Commercially Zoned property located 150 feet north and south of Washington Street from the east City Limits to the east edge of the Mississippi River Bridge.~~

~~Subd. 3. The following described realty: That part of the SE 1/4 SW 1/4 of Sec. 19, Twp. 45 North, Rge. 30 West, described as follows: Commencing at the Northeast corner of Block 13, "East Side Addition To The City Of Brainerd"; thence West, assumed bearing, along the North line of said Block 13 and said North line extended, 560.15 feet; thence South 267.25 feet to the place of beginning; thence South 55 feet; thence East 34 feet; thence North 55 feet; thence West 34 feet to the place of beginning.~~

~~a) Lot 1, Block 1, Rademacher's Commercial Addition~~

~~b) Lots 1 and 2, Block 1, Haines Addition to the Town of East Brainerd and that part of adjacent vacated Ash Street~~

~~c) Lots 4, 5, 6, 7, 8 & 9, Block 2, Millers Addition to East Brainerd, along with the vacated north/south alley in Block 2, Millers Addition to East Brainerd~~

(Amended Ord. 1190 – 2003, Ord. 1343 – 2009, Ord. 1350 - 2010)

~~Subd. 4. One half (1/2 or more of all on sale liquor licenses shall be issued to bona fide restaurants, eating establishments, or other eligible facilities (such as hotels, motels, convention centers, bowling alleys, etc) where the serving and sale of liquor is only incidental to the principal business use. In furtherance of this objective~~For purposes of this Chapter 1200, in order to qualify as a "restaurant," the following criteria must be satisfied:

~~a) A restaurant or eating establishment must provide~~The facility must have a seating capacity in the dining area for at least 75 _____ persons.

~~b) The bar area for aof the restaurant, eating or other eligible establishment shall be not more than 49% of the size of the dining area or principle use of the establishment.~~

(Amended Ord. 1347 – 2009)

~~e) Said establishments shall further provide off street parking to accommodate motor vehicles of its patrons. Off street parking spaces shall be provided at the ratio of one parking stall for every three units of seating capacity in the dining area of restaurant or eating establishments. Other establishments shall comply with the parking regulations contained in the Zoning Code. Said motor vehicle parking area shall be located adjacent or contiguous to the facility or, if this is not feasible, in a nearby area, which shall be subject to Council approval.~~

Subd. 5. All applicants for an on sale liquor license shall submit plans and specifications of their proposed building ~~including the proposed off street parking area~~ for Council approval.

(Added Ord. 862 – 1987)

Subd. 6. ~~The following described realty: All that part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) and of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 19, Township 45 North, Range 30 West, and Lots 1, 2, and 3, Block 13, East Side Addition to the City of Brainerd; and Lots 1, 2 and 3, Block 16, Lots, 1, 2, 3, 4, 5, and 6, Block 15, and Lots, 1, 2, and 3, Block 14, Haines Addition to the Town of East Brainerd; Fractional Block 3, and Lots 1, 2 and 3, Block 2, Millers Addition to East Brainerd; Lots 10, 11 and 12, Block 2, Millers First Addition to the City of Brainerd and the vacated streets and alleys included within the following described tract; Beginning at the Northeast corner of Lot 3, Block 13, said East Side Addition to the City of Brainerd; thence West 885 feet along the South line of E Street to the Northwest corner of said Lot 3, Block 14, Haines Addition to the Town of East Brainerd; thence South 150 feet along the West line of said Lot 3 to the North line of the alley South of said Block 14; thence East 72.2 feet along the North line of said alley; thence South 20 feet across said alley; thence West 50 feet along the South line of said alley to the Northwest corner of Fractional Block 3, Millers Addition to East Brainerd; thence South 142 feet along the West line of said Fractional Block 3 to the North line of D Street; thence East 50 feet along the North line of said D Street; thence South 66 feet to the South line of D Street; thence West 190 feet along the South line of said D Street to the Northwest corner of said Lot 3, Block 2, Millers Addition to East Brainerd; thence South 300 feet to the Southwest corner of Lot 10, Block 2, Millers First Addition to the City of Brainerd on the North line of C Street; thence East 40 feet along the North line of said C Street; thence South 66 feet to the South line of said C Street; thence West 100 feet to the Northwest corner of Lot 4, Block 3, Millers First Addition to the City of Brainerd; thence South 140 feet to the Southwest corner of said Lot 4; thence East 150 feet to the Southeast corner of Lot 2, Block 3, Millers First Addition to the City of Brainerd; thence South 160 feet to the Southwest corner of Lot 12, Block 3, Millers First Addition to the City of Brainerd on the North line of B Street; thence East 50 feet along the North line of B Street to the Southeast corner of said Lot 12, thence South 66 feet to the right of way line for Highway No. 210, thence East 215.66 feet along said right of way line; thence North 48 degrees 08 minutes~~

~~East 506.12 feet continuing along said right of way line; thence North 1 degree 17 minutes West 429.74 feet; thence North 89 degrees 54 minutes East 301.19 feet to the Westerly right of way~~

Brainerd City Code

1200.21 Subd. 6 cont.

~~line for Trunk Highway No. 25; thence North 3 degrees 56 minutes West 192.55 feet along said right of way line; thence West 8.3 feet to the Southeast corner of Lot 1, Block 13, East Side Addition to the City of Brainerd; thence North 150 feet along the East line of said Block 13 to the place of beginning. Except the following described property: Lots 1, 2 and 3, Block 3, Millers First Addition to the City of Brainerd, except any portion of the vacated part of C Street which lies adjacent to and Northerly of said Lots 1 and 2, and that portion of the vacated 20 foot alley in said Block 3 which lies between said Lots 1, 2 and 3 and Lots 10, 11 and 12, Block 3, Millers First Addition to the City of Brainerd.~~

~~Lots 1, 2 and 3, Block 2, Millers Addition to East Brainerd;~~

~~Lots 10, 11 and 12, Block 2, Millers First Addition to the City of Brainerd;~~

~~Lot 12, Block 3, Millers First Addition to the City of Brainerd;~~

~~Lot 4, Block 3, Millers First Addition to the City of Brainerd.~~

(Added Ord. 1139 – 2002)

(Amended Ord. 1110 – 2000)

~~Subd. 7. Lot 1 Block 1, Northern Pacific Center~~

(Added Ord. 1440, 2015)

1200.23 ~~Off Sale Liquor Zones and License Limitations.~~ Intoxicating off-sale liquor licenses may be issued in the following areas and under the following limitations:

~~———— Subd. 1. All on-sale liquor zones as described in Section 1200.21.~~

~~———— Subd. 2. Lots 1 and 2, Block 8, Willis Addition to the City of Brainerd~~

(Added Ord. 897 – 1991)

~~———— Subd. 3. Lots 7 through 9, Block 3, Miller's First Addition to the City of Brainerd~~

(Added Ord. 980 – 1995)

~~———— Subd. 4. Lot 1, Block 1, Jake's Warehouse Foods.~~

(Added Ord. 1061 – 1999)

~~Subd. 5. That part of the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-nine (29), Township Forty-Five (45) North, Range Thirty (30) West described as follows: Commencing at a point on the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ which is 1760.40 feet East of the West quarter corner of said section 29; thence North 50 feet to the Northerly right-of-way (ROW) line of Oak Street; thence East along said Northerly ROW line 225.00 feet to the Point of Beginning (POB); thence North 33 degrees 21 minutes 06 seconds East 566.65 feet to the Westerly ROW line of State Highway 25; thence South 34 degrees 44 minutes 21 seconds East along said Westerly ROW line 276.00 feet; thence South 27 degrees 37 minutes 43 seconds West 278.26 feet to the Northerly ROW of Oak Street; thence West along said Northerly ROW line 339.76 feet to the POB. Subject to easements, reservations, or restrictions of record. Parcel address: 3325 Oak Street, Brainerd.~~

(Added Ord. 1237 – 2004)

Subd. 6. Off-sale liquor licenses may be issued subject to the following conditions:

- a) Every off-sale license holder shall have a place of business with solid walls, floor to ceiling, with no interior openings and with a separate exterior entrance.
- b) Off-street parking shall be provided to accommodate not less than five motor vehicles contiguous to said place of business or, if this is not feasible, in a nearby area, which shall be subject to Council approval.

Subd. 7. All applicants for an off-sale liquor license shall submit plans and specifications of their proposed building including the proposed off-street parking area for council approval.

(Amended Ord. 1110 – 2000)

**ORDINANCE
NO. 1483**

**AN ORDINANCE AMENDING BRAINERD CITY CODE
SECTION 1200 INTOXICATING LIQUOR**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 1200.03 – License Required shall be amended to read:

Subd. 2. - On-Sale Licenses. On-sale licenses shall be issued only to hotels, clubs, **BOWLING CENTERS**, restaurants, and exclusive liquor stores and permit on-sale of liquor only.

Subd. 3. On-Sale Wine Licenses. On sale wine licenses shall be issued only to restaurants meeting the qualification of Minnesota Statutes, Section 340A, 404, Subdivision 5, and ~~permit only the sale of wine not exceeding 14% alcohol by volume, for consumption on the licensed premises only, in conjunction with the sale of food.~~

Subd. 7(a) – Sunday On-Sale License. Special on sale licenses for the sale of intoxicating liquor on Sunday shall be issued only to **BOWLING** centers and to hotels, restaurants, and clubs as defined in Minnesota Statutes 340A.101. All sales at such establishments shall be in accordance with Minnesota Statutes 340A.504, Subd. 3.

SECTION TWO: That Section 1200.21 – On-Sale Liquor Zones and License Limitations On sale intoxicating liquor licenses may be issued in the following areas and under the following limitations shall be amended to read:

Subd. 1. This Subdivision shall only apply to that portion of the City of Brainerd bounded on the west by the west line of Fourth Street South; on the north by the centerline of the Burlington Northern Santa Fe Railway Company right of way; on the east by the east line of Ninth Street South; on the south by the south line of Maple Street; and, Lots 16 thru 24 inclusive Block 37 excepting that part of Lots 19 and 20 desc as follows; beg at the NW corner of said Lot 19, then N 89 deg 57 min 40 sec E, assumed bearing, along N line of said Lot 19, 79.79 ft, then S 00 deg 07 min 58 sec E 45.14 FT, then S 89 deg 52 min 02 sec W 79.88 ft to the W line of said Block 37, then N 00 deg 01 min 06 sec W along said W line of Block 37, 45.27 ft to the point of beg subject to easements of record. Not more than six (6) on sale liquor licenses that **ARE NOT EXCLUDED FROM LICENSE LIMITS UNDER MINNESOTA STATUTES SECTION 340A.413, SUBDIVISION 4**, ~~do not comply with subdivision 4 of this Section~~ shall be issued in this zone. ~~Subject to all other provisions of this Ordinance, all existing on sale liquor licenses within this zone on January 1, 2001, shall continue to be allowed unless current liquor licensing for such business fails to be maintained. If current licensing for such a business shall lapse or expire without a timely renewal, any future license applications for that business within this zone will be subject to the limitations of this Subdivision. Nothing in this Subdivision shall prevent existing licenses issued prior to January 1, 2001, from being transferred to new owners at the same site. Further, the City Council shall be allowed to grant requests for existing licenses to be moved from one location in the area of the City covered by this subdivision to another location within the area covered by this subdivision without meeting the requirements of Subdivision 4 of this Section. Upon the grant of said license at a new location, the licensee shall return to the City their license granted for the former location at which time the license shall be cancelled at that location. However, the City Council may take action to grant approval of a new license at the former location. These restrictions shall not apply to clubs and shall only apply when six (6) or more on sale licenses are issued within this zone.~~

Subd. 2. ~~The Commercially Zoned property located 200 feet north and south of Washington Street from the west edge of the Mississippi River Bridge to the west City Limits and the Commercially Zoned property located 150 feet north and south of Washington Street from the east City Limits to the east edge of the Mississippi River Bridge.~~

Subd. 3. ~~Subd. 3. The following described realty: That part of the SE 1/4 SW 1/4 of Sec. 19, Twp. 45 North, Rge. 30 West, described as follows: Commencing at the Northeast corner of Block 13, "East Side Addition To The City Of Brainerd"; thence West, assumed bearing, along the North line of said Block 13 and said North line extended, 560.15 feet; thence South 267.25 feet to the place of beginning; thence South 55 feet; thence East 34 feet; thence North 55 feet; thence West 34 feet to the place of beginning.~~

~~a) Lot 1, Block 1, Rademacher's Commercial Addition~~

~~b) Lots 1 and 2, Block 1, Haines Addition to the Town of East Brainerd and that part of adjacent vacated Ash Street~~

~~c) Lots 4, 5, 6, 7, 8 & 9, Block 2, Millers Addition to East Brainerd, along with the — vacated north/south alley in Block 2, Millers Addition to East Brainerd~~

Subd. 4. ~~One half (1/2 or more of all on sale liquor licenses shall be issued to bona fide restaurants, eating establishments, or other eligible facilities (such as hotels, hotels, convention centers, bowling alleys, etc) where the serving and sale of liquor is only incidental to the principal business use. In furtherance of this objective~~ **FOR PURPOSES OF THIS CHAPTER 1200, IN ORDER TO QUALIFY AS A "RESTAURANT," THE FOLLOWING CRITERIA MUST BE SATISFIED:**

~~a) A restaurant or eating establishment must provide~~ **THE FACILITY MUST HAVE a seating capacity in the dining area for at least ___ persons.**

~~b) The bar area for a~~ **OF THE restaurant, eating or other establishment shall be not more than 49% of the size of the dining area or principle use of the establishment.**

~~c) Said establishments shall further provide off street parking to accommodate motor vehicles of its patrons. Off street parking spaces shall be provided at the ratio of one parking stall for every three units of seating capacity in the dining area of restaurant or eating establishments. Other establishments shall comply with the parking regulations contained in the Zoning Code. Said motor vehicle parking area shall be located adjacent or contiguous to the facility or, if this is not feasible, in a nearby area, which shall be subject to Council approval.~~

Subd. 5. ~~All applicants for an on-sale liquor license shall submit plans and specifications of their proposed building including the proposed off street parking area for Council approval.~~

Subd. 6. ~~The following described realty: All that part of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) and of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 19, Township 45 North, Range 30 West, and Lots 1, 2, and 3, Block 13, East Side Addition to the City of Brainerd; and Lots 1, 2 and 3, Block 16, Lots, 1, 2, 3, 4, 5, and 6, Block 15, and Lots, 1, 2, and 3, Block 14, Haines Addition to the Town of East Brainerd; Fractional Block 3, and Lots 1, 2 and 3, Block 2, Millers Addition to East~~

~~Brainerd; Lots 10, 11 and 12, Block 2, Millers First Addition to the City of Brainerd and the vacated streets and alleys included within the following described tract; Beginning at the Northeast corner of Lot 3, Block 13, said East Side Addition to the City of Brainerd; thence West 885 feet along the South line of E Street to the Northwest corner of said Lot 3, Block 14, Haines Addition to the Town of East Brainerd; thence South 150 feet along the West line of said Lot 3 to the North line of the alley South of said Block 14; thence East 72.2 feet along the North line of said alley; thence South 20 feet across said alley; thence West 50 feet along the South line of said alley to the Northwest corner of Fractional Block 3, Millers Addition to East Brainerd; thence South 142 feet along the West line of said Fractional Block 3 to the North line of D Street; thence East 50 feet along the North line of said D Street; thence South 66 feet to the South line of D Street; thence West 190 feet along the South line of said D Street to the Northwest corner of said Lot 3, Block 2, Millers Addition to East Brainerd; thence South 300 feet to the Southwest corner of Lot 10, Block 2, Millers First Addition to the City of Brainerd on the North line of C Street; thence East 40 feet along the North line of said C Street; thence South 66 feet to the South line of said C Street, thence West 100 feet to the Northwest corner of Lot 4, Block 3, Millers First Addition to the City of Brainerd; thence South 140 feet to the Southwest corner of said Lot 4; thence East 150 feet to the Southeast corner of Lot 2, Block 3, Millers First Addition to the City of Brainerd; thence South 160 feet to the Southwest corner of Lot 12, Block 3, Millers First Addition to the City of Brainerd on the North line of B Street; thence East 50 feet along the North line of B Street to the Southeast corner of said Lot 12, thence South 66 feet to the right of way line for Highway No. 210, thence East 215.66 feet along said right of way line; thence North 48 degrees 08 minutes East 506.12 feet continuing along said right of way line; thence North 1 degree 17 minutes West 429.74 feet; thence North 89 degrees 54 minutes East 301.19 feet to the Westerly right of way line for Trunk Highway No. 25; thence North 3 degrees 56 minutes West 192.55 feet along said right of way line; thence West 8.3 feet to the Southeast corner of Lot 1, Block 13, East Side Addition to the City of Brainerd; thence North 150 feet along the East line of said Block 13 to the place of beginning. Except the following described property: Lots 1, 2 and 3, Block 3, Millers First Addition to the City of Brainerd, except any portion of the vacated part of C Street which lies adjacent to and Northerly of said Lots 1 and 2, and that portion of the vacated 20 foot alley in said Block 3 which lies between said Lots 1, 2 and 3 and Lots 10, 11 and 12, Block 3, Millers First Addition to the City of Brainerd.~~

~~Lots 1, 2 and 3, Block 2, Millers Addition to East Brainerd;~~

~~Lots 10, 11 and 12, Block 2, Millers First Addition to the City of Brainerd;~~

~~Lot 12, Block 3, Millers First Addition to the City of Brainerd;~~

~~Lot 4, Block 3, Millers First Addition to the City of Brainerd.~~

Subd. 7. Lot 1 Block 1, Northern Pacific Center

SECTION THREE: That Section 1200.23 – Off-Sale Liquor Zones and License Limitations shall read as follows:

Subd. 1. ~~All on-sale liquor zones as described in Section 1200.21.~~

Subd. 2. ~~Lots 1 and 2, Block 8, Willis Addition to the City of Brainerd~~

Subd. 3. ~~Lots 7 through 9, Block 3, Miller's First Addition to the City of Brainerd~~

Subd. 4. ~~Lot 1, Block 1, Jake's Warehouse Foods.~~

Subd. 5. ~~That part of the Southeast quarter of the Northwest quarter (SE¼NW¼) of Section Twenty-nine (29), Township Forty-Five (45) North, Range Thirty (30) West described as follows: Commencing at a point on the South line of said SE¼NW¼ which is 1760.40 feet East of the West quarter corner of said section 29; thence North 50 feet to the Northerly right-of-way (ROW) line of Oak Street; thence East along said Northerly ROW line 225.00 feet to the Point of Beginning (POB); thence North 33 degrees 21 minutes 06 seconds East 566.65 feet to the Westerly ROW line of State Highway 25; thence South 34 degrees 44 minutes 21 seconds East along said Westerly ROW line 276.00 feet; thence South 27 degrees 37 minutes 43 seconds West 278.26 feet to the Northerly ROW of Oak Street; thence West along said Northerly ROW line 339.76 feet to the POB. Subject to easements, reservations, or restrictions of record. Parcel address: 3325 Oak Street, Brainerd.~~

Subd. 6 Off-sale liquor licenses may be issued subject to the following conditions:

- a) Every off-sale license holder shall have a place of business with solid walls, floor to ceiling, with no interior openings and with a separate exterior entrance.
- b) Off-street parking shall be provided to accommodate not less than five motor vehicles contiguous to said place of business or, if this is not feasible, in a nearby area, which shall be subject to Council approval.

Subd. 7. All applicants for an off-sale liquor license shall submit plans and specifications of their proposed building including the proposed off-street parking area for Council approval.

SECTION FOUR: All other provisions of Section 1200 shall remain in full force and effect.

SECTION FIVE: 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

Summary Published: One Time, ____, 2018

Business Name	Address	Dept of Health Category Type	Seating Capacity within Dining Area
JACK'S HOUSE	300 HIGHWAY 25 SOUTH	Category 3	
THE LOCAL 218	723 MILL AVE	Category 3	122
BRAINERD EAGLES #287	124 FRONT STREET		
AMERICAN LEGION # 255	708 FRONT STREET		
BRAINERD ELKS LODGE	215 SOUTH 9TH STREET		
VFW POST #1647	309 SOUTH 6TH STREET		
SE'Z LLC	707 LAUREL ST	Category 1	-
9TH STREET SOCIAL CLUB	212 S 9TH STREET	Category 1	12
O'NEARY'S IRISH PUB	305 S 7TH ST	Category 1	20
THE PARLOR LLC	714-718 LAUREL ST	Category 1	34
SHEP'S ON 6TH	315 SOUTH 6TH STREET	Category 1	94
PIT STOP BAR	723 LAUREL STREET	Category 2	50
YESTERDAY'S GONE	219 S 9TH STREET	Category 3	48
THE LAST TURN SALOON & EATERY LLC	214-216 SOUTH 8TH STREET	Category 3	50
612 STATION LLC	612 FRONT STREET	Category 3	56
SAGE ON LAUREL LLC	606 LAUREL STREET	Category 3	70
SENIOR PATRON MEXICAN CUISINE	314 S. 7TH STREET	Category 3	122

Total = 17

	= Bowling Alley
	= Clubs
	= Category 3 Food License

