

CITY COUNCIL AGENDA

Brainerd, Minnesota

June 18, 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 June 4, 2018

Documents:

20180604_CC draft.pdf

B. **Approval Of Licenses**

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

Documents:

2018 Contractor Licenses - 2018-06-18.pdf

C. **Department Activity Reports**

1. Police Chief
2. Finance Director

Documents:

Police Report.pdf

- D. Adopt Resolution Accepting Donations & Contributions For The 1st Quarter 2018

Documents:

RES DONATION.pdf

- E. Temporary On-Sale Liquor License Application - Submitted By The Brainerd Jaycees For An Event To Be Held July 27 & 28, 2018 In Downtown Brainerd On Front Street
- F. Temporary On-Sale Liquor License Application - Submitted By The Brainerd Jaycees For An Event To Be Held July 13-15, 2018 At Memorial Park Near The Softball Fields
- G. Added And Amended Items To Consent Calendar

Documents:

Added Items.pdf

6. **Presentations**

- A. Airport Annual Report - Mr. Steve Wright

Documents:

Airport Annual Report.pdf

- B. Facility Study Presentation - Mr. Mike Angland, Architect, VP Widseth Smith Nolting

Documents:

Facility Study.pdf

7. **Council Committee Reports**

- A. **Personnel And Finance Committee**

Documents:

20180618_PF.pdf

1. Approval Of Bills & Transfer Of Funds
- | | |
|---|----------|
| Fire Capital to Equipment Capital per Budget | \$75,000 |
| Park Dedication to Equipment Capital per Budget | \$ 3,400 |

State MIF Funds to City Economic Development Fund \$173,572

2. League Of Minnesota Membership Dues For Fiscal Year 2019

Documents:

LMC Membership Dues .pdf

3. Monthly Financial Report Discussion

Documents:

Monthly Financial Report.pdf

B. Safety And Public Works Committee

Documents:

20180618_SPW.pdf

1. Event/Street Closure Application - 4th Of July Celebration

Documents:

Event App - 4th of July Celebration.pdf

2. Event/Street Closure Application - 4th Of July Street Dance

Documents:

Event App - Eagles Street Dance.pdf

3. Transit Operating Services Proposals

Documents:

Transit Operating Proposals.pdf

a. (Added Item) 2018-2021 Transit Service Proposal Evaluation

Documents:

Transit Proposals.pdf

4. Alley Maintenance Discussion

Documents:

Alley Maintenance Discussion.pdf

5. (Added Item) South 6th Street Amended Construction Agreement - Testing Services

Documents:

Amended Construction Agreement.pdf

6. (Added Item) Stone Arch Repair - Gregory Park

Documents:

Stone Arch Repair.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)

9. **New Business**

- A. **Public Hearing - 5-Year Street And Sewer Capital Improvements Plan**

Documents:

PH - 5-Year Street and Sewer Capital Plan.pdf

- B. **Consider City Code Amendment To Permit Miniature Pigs**

Documents:

Animal Ordinance Discussion- Miniature pigs.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 To City Council Retreat June 25, 2018 At 5:30 P.M.**

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

ANY INDIVIDUAL NEEDING SPECIAL ACCOMMODATIONS,
PLEASE CALL 828-2307
Visit the [City's Website](http://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
June 4, 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, Stunek, Bevans, Badeaux and Pritschet. Mayor Menk was also noted as present.

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO AMEND THE AGENDA BY REMOVING THE AIRPORT PRESENTATION AND ADDING 9B – COLLEGE DRIVE BRIDGE CHALK GRAFFITI PROJECT.

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

A. Approval of the Minutes of the Regular Meeting held on May 21, 2018 - Approved

B. Approval of Licenses - Approved

Contractor Licenses – 1 – New; 3 – Renewals
July License Renewals

C. Department Activity Reports - Approved

1. Fire Chief
2. Parks Director

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

Presentations

Camp Ripley Annual Update

The Chair welcomed Senior Commander Lowell Kruse, who presented Camp Ripley’s 2018 Community Brief. He explained the number one mission of Camp Ripley is to train soldiers to be the best resources they can be for the federal government. He discussed the 2018 annual training schedule, the economic impact that Camp Ripley has provided to the surrounding communities, the leadership changes in the past year, events that took place in 2017 and the environmental briefing.

Council had the opportunity to ask questions and the Chair thanked Senior Commander Kruse for his presentation.

Council Committee Reports

Personnel and Finance Committee Report

Approval of Bills

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

Committee Chair Johnson explained the reason the payment to Anderson Brothers was an exception is that the project is estimated to be over budget and the committee would like discussion with the City Engineer before it is approved

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

MOTION AND SECONDED BY ALDERMEN JOHNSON AND STUNEK TO CONSIDER PAYMENT TO ANDERSON BROTHERS BASED ON THE POTENTIAL COST OVERRUNS ON THE PROJECTS.

City Engineer Sandy explained the project is estimated to be approximately 3% over budget due to changes in curb and gutter work on the service drive of South 6th Street and eleven blocks in northwest Brainerd. This is for drainage from the side streets and the conditions of damaged curb that need to be pulled and redone.

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

Police Department Bomb Team Joint Powers Agreement (JPA) Renewal & Resolution – Adopted by Resolution 34:18

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART TO ADOPT A RESOLUTION AUTHORIZING THE RENEWAL OF THE BRAINERD-CROW WING COUNTY BOMB TEAM JOINT POWERS AGREEMENT AND AUTHORIZE SIGNATURES OF THE MAYOR, CITY ADMINISTRATOR AND POLICE CHIEF.

RESOLUTION NO. 34:18

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

Recommendations for Paid on Call Hiring - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE A CONDITIONAL JOB OFFER TO KATHLEEN GRIMBSY, ROBERT GAWBOY, CHRISTOPHER WALLACE AND TYLER VORK FOR THE POSITION OF PAID ON-CALL FIREFIGHTER SUBJECT TO SUCCESSFUL COMPLETION OF PRE-EMPLOYMENT PHYSICAL, DRUG, PSYCHOLOGICAL AND BACKGROUND CHECKS.

Safety and Public Works Committee Report

Improvement 18-01 Change Order 1 - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE CHANGE ORDER 1 FOR IMPROVEMENT 18-01 BRAINERD SALT/SAND STORAGE FACILITY IN THE TOTAL REDUCTION AMOUNT OF \$3,900 WHICH REDUCES THE TOTAL BUILDING CONTRACT COST WITH GREYSTONE TO \$216,696.

Committee Chair Bevans indicated the change order is due to the City not needing the fire-retardant fabric.

Improvement 18-01 – Street Department Salt/Sand Shed Paving Quote - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE QUOTE FROM ANDERSON BROTHERS AT A COST OF \$18,598 FOR PAVING ON IMPROVEMENT 18-01 STREET DEPARTMENT SALT/SAND STORAGE FACILITY.

Improvement 17-13 – Testing Services Proposals - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE QUOTE FROM BRAUN INTERTEC FOR THE TESTING SERVICES ON BROOK STREET AND SE 10TH STREET IN THE AMOUNT OF \$12,219.

Northtown Access Easement - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE ACCESS EASEMENT FOR A SINGLE ONE-TIME PAYMENT OF ONE DOLLAR TO THE CITY OF BRAINERD AND AUTHORIZE PROPER SIGNATURES ON THE EASEMENT DOCUMENT TO BE RECORDED AT CROW WING COUNTY LAND SERVICES.

Loretto Bay Alley Improvement and Maintenance Agreement - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE ALLEY IMPROVEMENT AND MAINTENANCE AGREEMENT AND AUTHORIZE THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT WITH LORETTO BAY.

Committee Chair Bevans indicated there are alleys in southeast Brainerd that residents are using as alleyways that were never platted as alleyways nor designated as alleyways. It was discovered the City has been maintaining these alleyways and should not have been.

Resolution – Crow Wing County Multi-Hazard Mitigation Plan – Adopted by Resolution No. 35:18

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT A RESOLUTION FOR THE UPDATED CROW WING COUNTY MULTI-HAZARD MITIGATION PLAN.

RESOLUTION NO. 35:18

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

Resolution – Brainerd and Crow Wing County Public Transit Operating and Capital Transit Grant for Year 2019 – Adopted by Resolution 36:18

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX TO ADOPT A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF MINNESOTA TO PROVIDE PUBLIC TRANSPORTATION SERVICES IN FISCAL YEAR 2019.

RESOLUTION NO. 36:18

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

Event/Street Closure Application – Jaycees Street Fest - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE EVENT APPLICATION WITH THESE CONDITIONS 1) COORDINATE WITH BPU ON THE POWER AND WATER NEEDED DURING THE EVENT 2) COORDINATE TRAFFIC CONTROL THROUGH THE ENGINEERING DEPARTMENT 3) COORDINATE POLICE STAFFING NEEDS THROUGH DEPUTY CHIEF BESTUL ALONG WITH SUBMITTING THE NECESSARY PERMITS AND INSURANCE CERTIFICATES.

Street Sweeping Policy - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO ADOPT THE STREET SWEEPING POLICY 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)

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 - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO HOLD THE FINAL READING OF 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.

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT 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.

ORDINANCE NO. 1482

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

New Business

First Reading – Proposed Ordinance No. 1483 – City Code Section 1200 – Liquor Ordinance Review – Direction Given

City Attorney Langel explained a proposed ordinance has been drafted with suggested changes to the existing city code regarding on-sale liquor. The City is allowed twelve on-sale intoxicating liquor licenses. This limit of twelve does not apply to clubs, restaurants, theaters, hotels and bowling alleys by state law. The City of Brainerd's Code indicates the definition of a restaurant as seating capacity for 75 persons, a bar area size needs to be half the size of the dining area and off-street parking of one stall for every three units of seating capacity in the dining area. The current definition excludes all but possibly one dining establishment as a restaurant.

City Attorney Langel indicated staff is requesting input from council regarding the definition of a restaurant, existence and nature of the liquor zones and the number of licenses allowed in the zones.

Council discussion took place.

City Administrator Torstenson offered ideas of where to possibly expand the downtown liquor zone area if the council deems appropriate.

MOVED AND SECONDED BY ALDERMEN HILGART AND LAMBERT, DULY CARRIED, TO HOLD A SPECIAL COUNCIL MEETING ON MONDAY, JUNE 11TH AT 7:30 P.M. TO DISCUSS OPTIONS AND DETAILS OF A LIQUOR ORDINANCE REVISION.

(Added Item) College Drive Bridge Chalk Graffiti Project - Approved

Council Member Pritschet explained the proposal is to provide sidewalk chalk in a metal container under the bridge by Kiwanis Park to encourage temporary graffiti and artwork. This would allow for creativity and people are encouraged to display their art talents.

MOVED AND SECONDED BY BEVANS AND JOHNSON, DULY CARRIED, TO DIRECT STAFF TO PURCHASE A METAL CONTAINER AND CHALK FROM THE MAYOR'S CONTINGENCY FUND UP TO \$200 AND PROVIDE NECESSARY CLEANUP FROM THE PARKS DEPARTMENT STAFF.

Public Forum

The Chair opened the Public Forum at 8:47 p.m.

The Chair welcomed Mr. Ed Mattson, owner of The Last Turn Saloon, 214 S 8th Street who asked council if the public is invited to attend the Special Council Meeting taking place on Monday, June 11th. Council stated the public is encouraged and welcome to attend.

The Chair closed the Public Forum at 8:49 p.m.

Staff Reports

City Engineer Sandy announced the legislative session has come to an end and the bonding bill did pass. There was undesignated money from the bonding bill for local road improvement programs. It may be possible that the application submitted for NW 4th Street improvements from the recent traffic study may get a second look. When they decide to solicit for projects, the old applications that did not receive funding are reviewed first. The competitive bidding threshold regarding transportation purposes passed so competitive bidding will only be required on projects above \$175,000.

City Engineer Sandy indicated that Tom's Backhoe has progressed to the next section on South 6th Street between Quince and Vine Street. They have started removing concrete and are moving at a swift pace on the project with underground utilities. To date they have completed water, sewer and storm sewer from Joseph to Vine Street. A late June street opening is anticipated from that point up to Willow Street. MnDOT also received authorization to allow for overtime of State Patrol Officers to patrol the areas on South 7th Street that have had recent traffic concerns due to the detour. Council Member Hilgart suggested the sign be changed from "Local Traffic Only" to "Road Closed" as most people feel they are local but may not reside on that street. City Engineer Sandy explained this is not an option according to MnDOT as they cannot display signage to close a trunk highway if it is not actually closed. He will ask about a possible sign suggestion of "No Thru Traffic". Council Member Johnson questioned the 4-way stop at 13th Avenue SE and Oak Street and what can be done about the traffic backup during peak times. City Engineer Sandy stated this is the best option for that intersection and temporary signal lights would be very costly.

City Planner Ostgarden made an observation regarding the application that was submitted by City Engineer Sandy for improvements on NW 4th Street. The morning after the decision was made to not fund the project, there was an accident at the intersection of James Street and NW 4th Street.

City Planner Ostgarden introduced Jared Booms who is the Planning Intern for the summer.

Finance Director Hillman announced filings for city offices closes Tuesday, June 5th at 5:00 p.m. City Hall will be open until 5:00 p.m. to accept applications.

City Administrator Torstenson indicated an application was submitted for an NJPA Grant to conduct customer service training for all city staff in the month of June. If approved, the grant would cover approximately 50% of the training costs and the remaining amount would be shared with BPU and possibly other city entities such as the HRA and Airport. The potential dates are June 18th or 19th.

City Administrator Torstenson announced we will be offering a downtown Farmers Market on Tuesdays this summer from 3:00 – 7:00 p.m. in the Laurel Street parking lot starting June 26th. There is a Downtown Events Calendar on our website for all of the events and activities being held this summer. We are in the process of organizing and scheduling placemaking events for downtown. The events will only use one parking lot on any given day at a time to allow for customer parking.

City Administrator Torstenson stated the US Treasury has approved 128 low income census tracts in Minnesota. These are known as the Opportunity Zones in which Brainerd has two of these zones that will be available for additional economic development funding to assist in promoting development in Brainerd. An economic development webpage has been created that outlines the economic development opportunities in Brainerd as well as resources available. She thanked Council Member Johnson for his work on the webpage.

City Administrator Torstenson announced there are two upcoming trainings for Council. The first one is through the League of Minnesota Cities which will be in St. Cloud June 20 – 22nd. The Coalition of Greater Minnesota Cities is offering a training July 25 – 27th in Mankato. If anyone is interested, please visit their respective websites or contact City Administrator Torstenson.

City Administrator Torstenson indicated council members and city staff attended the Emergency Disaster Management Training held last week by Homeland Security and Management Group. The training was fantastic and very informational.

Council Member Reports

Mayor Menk announced Operation Sandwich has started to provide lunch to area school children during the summer. There are various locations that are accepting donations and/or volunteers to assist in the program. If you would like more information, visit the website www.unitedwaynow.org for details.

Council Member Badeaux announced the birth of his baby boy.

Council Member Lambert thanked the Memorial Day Committee for the work done to organize the parade and services provided.

Council Member Bevans announced the gazebo has been removed from Gregory Park. He stated he has met the potential business owners for the microdistillery and the location is yet to be announced.

Council Member Bevans asked if a response has been received from the school district regarding sharing the costs of the survey for the Riverfront. City Engineer Sandy and City Administrator Torstenson has followed up with the district but have not yet received a response.

Council Member Pritschet announced he will not be present at the next council meeting as he will be traveling to Florida with the high school debate team to compete in a tournament. He encouraged all residents to allow extra time during the road construction taking place and be aware of pedestrians and kids.

Council Member Hilgart reminded everyone about the Northland Arboretum Fun Run taking place on Friday evening, June 8th and the Sour Grapes 5K on Saturday the 9th.

Council Member Johnson announced on behalf of the HRA that 33 lots have been sold in Brainerd Oaks; 15 homes completed and sold and 11 currently in progress. The Revolving Loan Fund to assist in abating property nuisances has started off very successfully and several applications have been received.

Adjourn

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

Cassandra Torstenson
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
June 18, 2018

(1 New, 2 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
METRO HOME INSULATION LLC DBA METR* 495 S HIGH ST STE 50 COLUMBUS, OH 43215 18-0172 (new)	(614) 221-3241	MECH	10/1/2018	3/14/2020	MB722551 BC598508
UPLAND ADVERTISING & DESIGN LLC 21683 CAMPBELL LAKE ROAD MERRIFIELD, MN 56465 18-0173	(218) 828-9435	SIGN	6/3/2019	7/29/2018	SB701308
KASSULKER CONCRETE LLC 16200 MILES CIRCLE BRAINERD, MN 56401 18-0174	(218) 851-5679	MASO	8/12/2018	12/31/2018	

**BRAINERD POLICE DEPARTMENT
MEMORANDUM**

TO: Brainerd City Council
FROM: Police Chief Corky McQuiston
DATE: 06-13-18
RE: Monthly Report



POST BOARD AUDIT

On May 17th, the POST Board Standards Coordinator conducted the Policy & Training Compliance review mandated by the legislature. This is conducted every three years. We successfully passed the compliance review and received the certificate below.



The Standards Coordinator reviews the following for each agency during the on-site visit:

1. **Firearms/Use of Force Training Records.** This includes records for annual handgun and secondary weapon(for our agency Patrol Rifle) qualifications, low light shoot, adverse weather shoot(jacket and gloves) and defensive tactics.
2. **Police Pursuit and Emergency Vehicle Operations.** State statute requires all peace officers complete 8 hours of Emergency Vehicle Operators Course every 5 years. We have maintained the previous standard of requiring it for our staff every 3 years.
3. **Personnel Files.** POST reviews most recent 3 pre-employment background investigations for new hires.
4. **Review POST Mandated Department Policies.** There are 11 required policies that all agencies must have (12 if the agency employees part time officers), and 5 other suggested policies that POST provides model examples for.

BCA & Civil Commitment Information

On May 10th we hosted a regional meeting organized by staff from the MN BCA about accessing Civil Commitment Information. A feasibility study has been funded by the State Courts Technology fund as a joint effort between the State Courts and the BCA. The purpose is to improve law enforcement access to public information regarding civil commitments. The goal from that would be to provide safe, more positive encounters between officers and the public while also providing an opportunity to identify actions and restrictions associated with certain individuals. Faster availability of this type of information through automation is where law enforcement would particularly benefit compared to current manual queries.

Budgeting & Staffing Training

On May 21st and 22nd, I attended a two-day training at the BCA in St. Paul that covered Budgeting and Staffing. This training is part of the Management Series that the BCA offers. There was some very useful information from the training, that we will be reviewing for our agency. The training provided logical methods for ascertaining true staffing needs by doing a workload analysis. This will be a time consuming process to get accurate information for our agency. It takes into account all our ICRs(Initial Complaint Reports/Calls for Service) and how many hours per unit of work each call consists of. Then a calculation of units of hours

per year is determined and divided by officers working time. Officers work time is calculated by the number of scheduled days, minus "Relief," (time off for training, sick, vacation, leaves, etc.).

What this does is help to demonstrate that to cover 2,080 hours of police work actually takes about 1.3 to 1.7 people figuring in the process the relief time. Then each agency needs to determine how their typical staffing should allocate their time during a shift. The Police Executive Research Forum has recommendations for effectiveness of patrol officers time as:

60-70% = Responding to calls

20-30% = Proactive Police Work/Community Policing

10-20% = Administrative work (police reports & related processing)

Using those guidelines, an accurate determination of the necessary number of staffing can be determined. Where we would see the most impact in applying this strategy to our agency is being more efficient and effective in the Proactive & Community Policing Work. Our current staffing levels create the most challenges for us in that it is difficult to rely on officers availability for Proactive & Community Policing Work, when our call-load often dictates numbers more reflected as:

80-90% = Responding to calls

10--0% = Proactive Police Work/Community Policing

20-10% = Administrative work (police reports & related processing)

This reality is impacted by the volume of Part 1 and Part 2 crimes our agency is responsible for. We've already determined our peak call load times and made adjustments to our schedule to maximize the number of patrol officers we have scheduled to coincide with those peak times. We've adjusted the Patrol Sergeant's shifts changing to a day-shift Patrol Sergeant and moving the overnight Patrol Sergeant to a 6 pm to 4 am shift. We've also created a Patrol Officer shift of 11 am to 9 pm.

We're hoping to have some of this work completed as we approach this year's budget discussions to take a fact driven approach at our staffing needs.

LEVEL 3 PREDATORY OFFENDER



The Minnesota Department of Corrections notified us of the release of a Level 3 Predatory Offender to reside in the Brainerd City Limits.

57-year-old Terrance Lee Lindmark was released from prison on Tuesday, May 29th, 2018. Lindmark is residing in the area of Gillis Avenue NE and Washington Street in Brainerd.

Lindmark has a history of sexual contact with male and female victims between the ages of four and ten. Contact included penetration. Force was used to gain compliance and Lindmark was known to the victims.

Since Lindmark was not new to the community and has resided in Brainerd in the past, no community notification was held. Public Fact Notification Sheets are available at the Brainerd Police Department and that same information was posted on the Brainerd Police Department Facebook Page.

We continue to remind people that Lindmark is not wanted by police at this time. This notification is not intended to increase fear in the community, but to keep the public informed. Police also ask that the public report criminal activity by this offender or any other individual by calling 911.

Body Worn Camera Data Report



Month	Number of Videos	Hours of Videos	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
April	1508	296 Hours	569 GB	377 MB	11.07 Minutes	50
May	1739	343 Hours	669 GB	385 MB	11.83 Minutes	56

Conduct on Premises Activity Report for May

ICR	Date Reported	Title	Address	Summary
18006252	05/08/18	Conduct on Premises	524 W College Drive	Conduct on Premises
18006282	05/07/18	Conduct on Premises	220 North 4 th Street	Conduct on Premise-- Subsequent Incident. WMP & Eviction in process.
18006325	05/09/18	Conduct on Premises	716 Laurel Street	Conduct on Premises
18006468	05/13/18	Conduct on Premises	605 13 th Street	Conduct on Premises.
18007094	05/24/18	Conduct on Premises	1420 South 8 th Street	Conduct on Premise— Subsequent Incident. Pending response from owner & attorney

Monthly Police Activity

May	2018	2017
Calls	1619	1581
Citations (Inc. Parking)	290	262
Part I and Part II Crimes Reported	206 **	304

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

101 parking tickets were issued in the month of May with the following dispositions:

5	Dismissed
0	Business Validations
60	Paid in Full
4	Partial Payments Received
32	No Payment Received

Revenue Recapture Receipts:

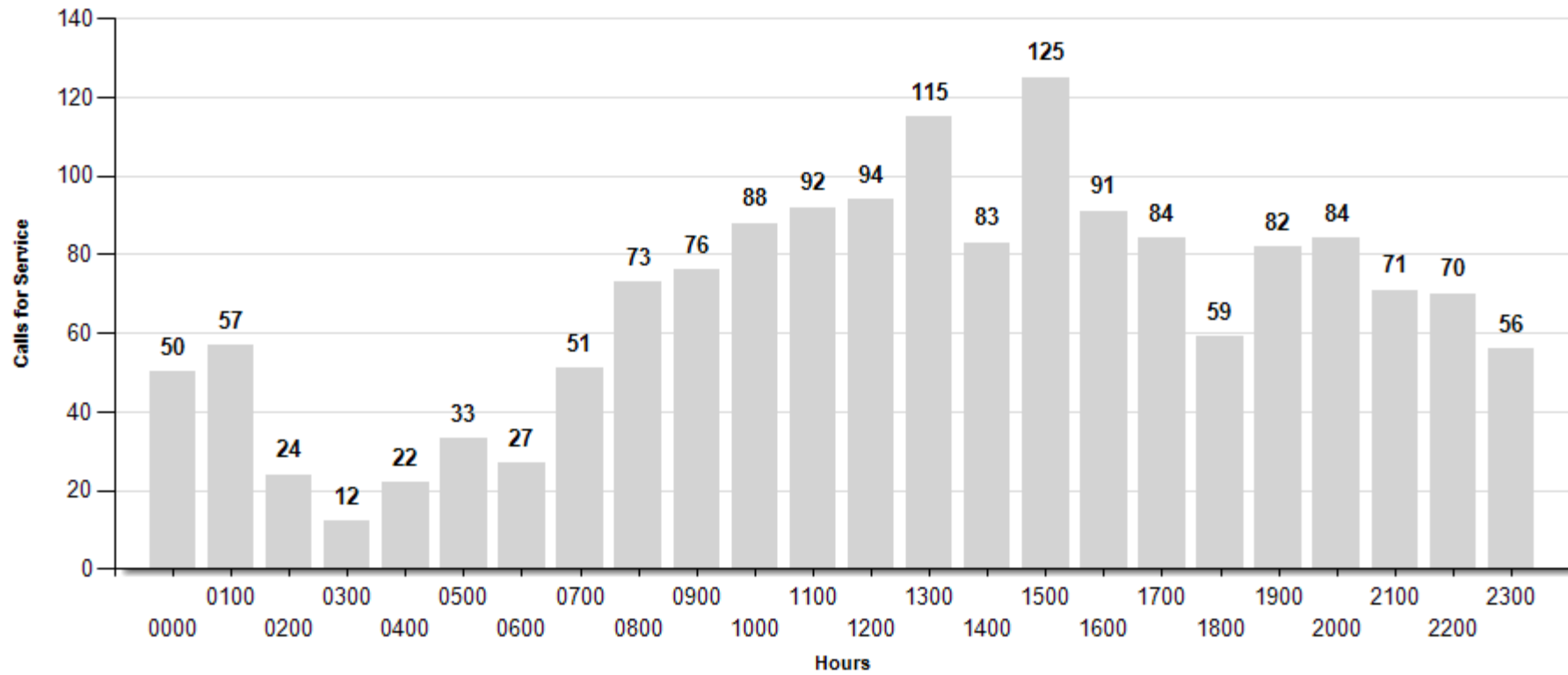
To Date: \$ 38,489.69
In 2018: \$ 4,701.00



Calls for Service Hourly

5/1/2018 to 5/31/2018

Total Calls: 1681



**RESOLUTION
NO. XX:XX**

**RESOLUTION ACCEPTING DONATIONS AND/OR CONTRIBUTIONS
FROM JANUARY 1, 2018 THROUGH MARCH 31, 2018**

WHEREAS, the City of Brainerd is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Sections 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and bequests for the benefit of recreational service pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, the following persons and entities have offered to contribute the gifts and cash sums set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>	<u>Requested Use of Donation or Contribution</u>
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SEE ATTACHED LIST OF DONORS

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA that all donations and/or contributions described above are hereby graciously accepted by the City of Brainerd and shall be used as requested by the donors or grant requirements.

BE IT FURTHER RESOLVED, that the City Council expresses its gratitude to the donors of the gifts.

Adopted this ____ day of _____, 2018

DAVID J. PRITSCHET
President of the Council

Approved this ____ day of _____, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA L. TORSTENSON
City Administrator

LEGIONVILLE

Organization Name	Amount
Arnold S. Johnson Enterprises, LLC	\$ 275.00
Baxter Lions Club	\$ 275.00
Brainerd Eyecare Center	\$ 275.00
Brainerd Hardwoods Inc	\$ 275.00
Bremer Bank	\$ 275.00
Deerwood Bank	\$ 275.00
Dondelinger's	\$ 100.00
E.L. Menk Jewelers, Attn: Mr. & Mrs. M	\$ 275.00
Eagles Club	\$ 275.00
Guests Incorporated (McDonalds)	\$ 275.00
Lake Country Dental Ltd	\$ 40.00
Lakes Dental Care	\$ 100.00
Lexington Manufacturing	\$ 275.00
Lindner Media Productions Inc	\$ 100.00
Merrifield Marathons Inc	\$ 300.00
Mid-MN Federal Credit Union	\$ 275.00
NAPA Auto Parts - Baxter	\$ 50.00
Northern Orthopedics Ltd	\$ 275.00
Northland Cabin Care/Mike Julie Degan	\$ 125.00
Pike Plumbing & Heating	\$ 70.00
RF Club	\$350.00
Schroeders TV & Appliance	\$ 50.00
SEH	\$ 275.00
Shipman Auto Parts	\$ 275.00
The Office Shop	\$ 50.00
Thelen Heating & Roofing	\$ 275.00
Total	\$ 5,460.00



www.ci.brainerd.mn.us

MEMO

TO: Connie Hillman, Finance Director
FROM: Mark Ostgarden, City Planner
DATE: June 12, 2018
RE: 4th Quarter 2017 and 1st Quarter 2018 Donations

The City Planner's Office received the following donations from October - December, 2017:

- NJPA \$150.00 (In-Kind) Riverfront Project

The City Planner's Office received the following donations from January – March 2018:

- NJPA \$2,136.00 (In-Kind) Riverfront Project
- Roundhouse Brewery \$166.00 Riverfront Project

If you have any questions, please don't hesitate to contact me.

\dj



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MEMO

TO: Connie Hillman, Finance Director
FROM: Corky McQuiston, Chief of Police
DATE: June 12, 2018
RE: 1st Quarter 2018 Donations

The Brainerd Police Department received the following donations from January – March, 2018:

- Anonymous \$20.00 for K-9 Program

If you have any questions, please don't hesitate to contact me.

\dj

Brainerd Parks and Recreation

Contributions and Donations January-March 2018

Received From	Receipt Date	Type of Donation	Amount Received
Brainerd Rotary Foundation	01/03/18	Easter Egg Hunt sponsor	\$600.00
Brainerd Lakes Area Women of Today	01/08/18	Petite Youth Softball sponsor	200.00
Clow Stamping Company	01/18/18	Junior Youth Softball sponsor	200.00
VFW Auxiliary #1647	01/22/18	Bronco Baseball sponsor	225.00
Laurie Hall State Farm Insurance	01/22/18	Junior Youth Softball sponsor	200.00
Waste Partners Inc	01/22/18	Shetland T-Ball sponsor	175.00
Minnesota T's	01/25/18	Junior Youth Softball sponsor	200.00
E. L. Menk, Jewelers	02/01/18	Petite Youth Softball sponsor	200.00
Lake Country Dental	02/02/18	Colt Baseball sponsor	175.00
Clearwater Dental	02/05/18	Colt Baseball sponsor	175.00
Dondelinger Chevrolet	02/05/18	Pinto Baseball sponsor	175.00
Dondelinger Automotive	02/05/18	Kickball sponsor	175.00
Mattson Lumber Company	02/05/18	Shetland T-Ball sponsor	175.00
McDonald's Restaurant	02/08/18	Pony Baseball sponsor	275.00
Anonymous	02/08/18	Designated for GGP Skating Party	40.00
Sather Concrete	02/12/18	Pinto Baseball sponsor	175.00
Hy-Tec Construction	02/12/18	Pinto Baseball sponsor	175.00
American National Bank	02/12/18	Shetland T-Ball sponsor	175.00
MidMinnesota Federal Credit Union	02/12/18	Bronco Baseball sponsor	225.00
Gull Lake Glass Inc	02/12/18	Little Kicks Soccer sponsor	175.00
Gull Lake Glass Inc	02/12/18	Pony Baseball sponsor	275.00
Taco John's	02/13/18	Shetland T-Ball sponsor	175.00
Mill Avenue Holiday	02/14/18	Senior Youth Softball sponsor	200.00
Paul Bunyan Land	02/15/18	Pinto Baseball sponsor	175.00
Arrowwood Lodge Brainerd	02/21/18	Petite Youth Softball sponsor	200.00
Picture Day Pro	02/22/18	Little Kicks Soccer sponsor	175.00
Kiwanis Club of Brainerd	02/22/18	Mustang Baseball sponsor	225.00
Kiwanis Club of Brainerd	02/22/18	Kickball sponsor	175.00
Bremer Banks	02/23/18	Bronco Baseball sponsor	225.00
CTC	02/23/18	Shetland T-Ball sponsor	175.00
Associates in Eyecare	02/26/18	Pinto Baseball sponsor	175.00
McDermott Orthodontics	02/26/18	Petite Youth Softball sponsor	200.00
Sibbert Drywall LLC	02/27/18	Designated for MMP field improvements	150.00
Country Inn & Suites	03/13/18	Pinto Baseball sponsor	175.00
Northland Construction	03/13/18	Petite Youth Softball sponsor	200.00
Alexander Electric	03/13/18	Lil' Buckaroos T-Ball sponsor	275.00
Alexander Electric	03/13/18	Bronco Baseball sponsor	225.00
Alexander Electric	03/13/18	Senior Youth Softball sponsor	200.00
Three Bear Waterpark	03/13/18	Junior Youth Softball sponsor	200.00
Northern Orthopedics	03/13/18	Shetland T-Ball sponsor	175.00
Riddle's Jewelry	03/15/18	Mustang Baseball sponsor	225.00
The Teehive LLC	03/16/18	Designated for MMP field improvements	150.00
Penmac Staffing Services Inc	03/19/18	Designated for MMP field improvements	325.00
Viking Coca-Cola Bottling Co	03/23/18	Lil' Buckaroos T-Ball sponsor	275.00
Eagles Club	03/26/18	Designated for MMP field improvements	400.00
Elks Lodge #615	03/27/18	Senior Youth Softball sponsor	200.00
Lindner Media Productions Inc	03/28/18	Designated for Fishing Clinic	250.00
Vigilant Guardians Veterans Motorcycle Club	03/28/18	Junior Youth Softball sponsor	200.00
C & L Distributing	03/30/18	Designated for MMP field improvements	150.00
Viking Coca-Cola	02/10/18	Product donated to the GGP Skating Party	in-kind
Wendy's	02/10/18	Product donated to the GGP Skating Party	in-kind
Crow Wing SWCD	02/21/18	Volunteer labor-BHP buckthorn eradication (fall of 2017)	in-kind
Sullivan Candy & Supply	03/31/18	Product donated to the Easter Egg Hunt	in-kind
TOTAL			\$10,265.00

MEMO

TO: Finance Director Connie Hillman
FROM: Fire Chief Tim Holmes
DATE: April 5, 2018
SUBJECT: 2018 – 1st Quarter Donations

RECEIVED

APR 09 2018

CITY OF BRAINERD
ADMINISTRATION



www.ci.brainerd.mn.us

1st Quarter donations for the Brainerd Fire Department are as follows:

- | | | |
|-----------------------------|------------|----------|
| • Adium Oil Company | \$1,104.08 | Donation |
| • First Presbyterian Church | \$ 180.00 | Donation |

Feel free to contact me with any questions.

MEMO

TO: City Council

DATE: June 15, 2018

SUBJECT: Consent Calendar Items

The following license applications came in Friday afternoon. Because these applications need to be sent to the State for approval following Council approval, the Brainerd American Legion Post 255 would appreciate having these items **added** to tonight's Consent Calendar for approval as follows:

Minnesota Lawful Gambling – Adopt a Resolution Authorizing the American Legion Post 255 to Conduct Off-Site Gambling on July 4, 2018 at Don Adamson Field, 702 S 5th Street, Brainerd – Approval Of

Minnesota Lawful Gambling – Adopt a Resolution Authorizing the American Legion Post 255 to Conduct Off-Site Gambling on July 13 & 14th, 2018 at Memorial Park Mills Field, 1700 Mill Ave. Brainerd – Approval Of

The following license application shown on the Consent Calendar from The Brainerd Jaycees needs to be **amended** from a Temporary On-Sale Liquor License to a Temporary Beer License as shown below:

Temporary BEER License Application – Submitted by The Brainerd Jaycees for an Event to be Held July 13-15, 2018 at Memorial Park Near the Softball Fields – Approval Of



Brainerd City Council Agenda Request

Requested Meeting Date: June 18, 2018

Title of Item: Airport Annual Report

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Cassandra Torstenson	Department: Administration
Presenter (Name & Title): Steven Wright, Airport Director	Estimated Time Needed: 10 minutes
Summary of Issue: Mr. Steven Wright, Airport Director will be at the council meeting to present the 2017 Annual Report for the airport. The report is attached for your review.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Informational, no action needed.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

Brainerd 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

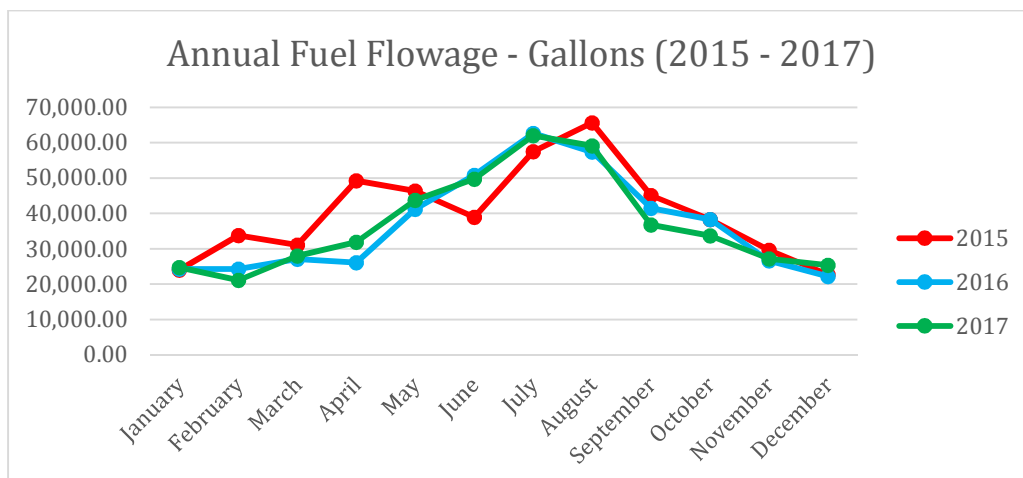
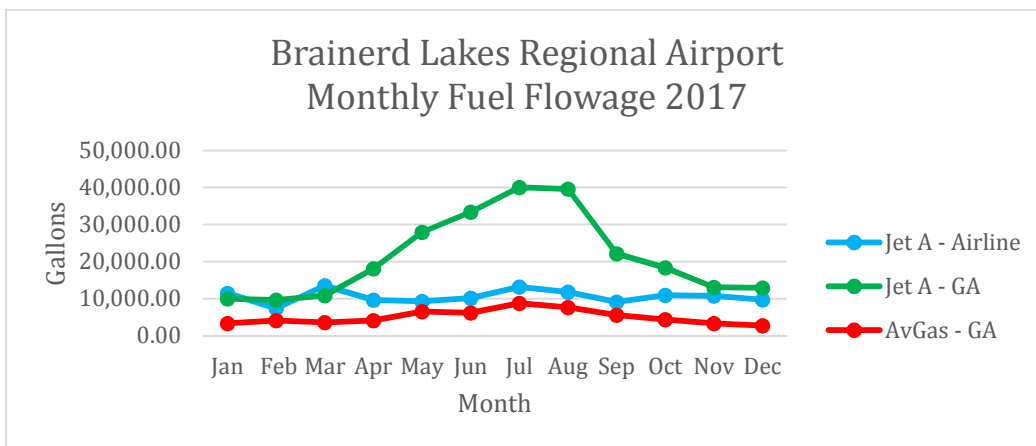
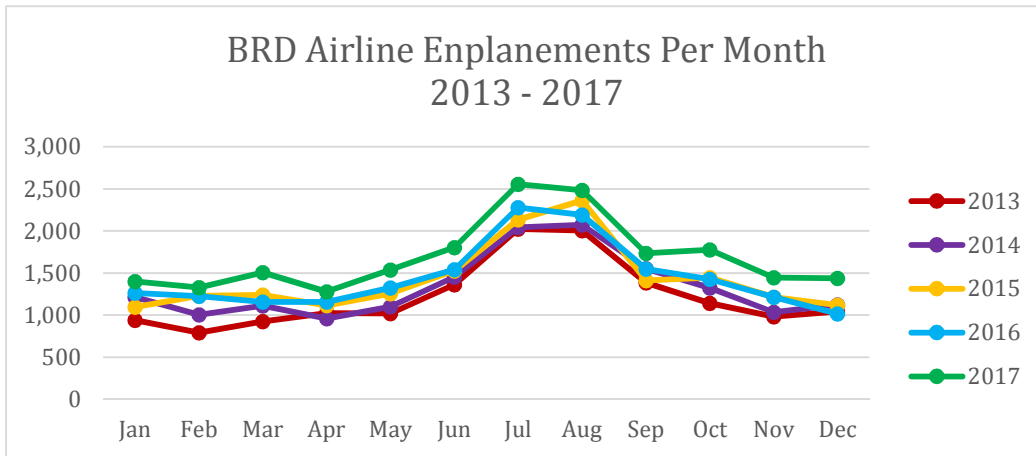
The Commission has developed the Airport into one of the greatest assets for central Minnesota with two runways over 6,500 feet in length capable of landing a majority of the aircraft that fly passengers domestically throughout the United States every day. Over the next 20 years, the Commission will 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





Brainerd City Council Agenda Request

Requested Meeting Date: June 18, 2018

Title of Item: Facility Study Presentation

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Mike Angland, WSN	Estimated Time Needed: 30-45 Minutes
Summary of Issue: Mr. Mike Angland, Architect, VP from Widseth Smith Noting (WSN) will be at the council meeting to present the results of the facility study.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Informational.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

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

June 18, 2018
City Hall Conference Room
7:15 PM

1. Approval of Bills & Transfer of Funds

Fire Capital to Equipment Capital per Budget	\$75,000
Park Dedication to Equipment Capital per Budget	\$3,400
State MIF Funds to City Economic Development Fund	\$173,572

2. League of Minnesota Membership Dues for Fiscal Year 2019

3. Monthly Financial Report Discussion



Brainerd City Council Agenda Request

Requested Meeting Date: June 18, 2018

Title of Item: League of MN Membership Dues for FY 2019

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached is a letter from the League of Minnesota Cities explaining how the Board of Director's sets the membership dues for the League's 2019 fiscal year (9/1/18-8/31/19). The Board set the dues with a zero percent increase (second year in a row). Our dues may still increase or decrease slightly due to changes in the population.	
Alternatives, Options, Effects on Others/Comments: Dues History: 2017-2018 Fiscal Year - \$12,313 2016-2017 Fiscal Year - \$12,308 2015-2016 Fiscal Year - \$11,940 The League will use the 2017 State Demographer & Metropolitan Council Estimates to calculate the dues for 2018-2019 fiscal year, which are not available at this point.	
Recommended Action/Motion: Informational	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>est. \$12,313 + or -</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> The 2018-2019 membership dues will be included in the 2019 budget.	



CONNECTING & INNOVATING
SINCE 1913

RECEIVED

MAY 21 2018

CITY OF BRAINERD
ADMINISTRATION

May 18, 2018

Dear Mayors and Administrators,

With a long winter behind us, we hope that you are doing well and that your city is gearing up for a successful summer.

We are writing to let you know that the League of Minnesota Cities Board of Directors voted at its May meeting to set a preliminary maximum member dues schedule increase of zero percent (or, no dues increase) for the League's 2019 fiscal year that runs from September 1, 2018 through August 31, 2019.

The League's final dues schedule is similar to how your city sets its preliminary levy increase in that it cannot be higher than the maximum that is set. Please note that while there is no proposed dues increase, you may still see a slight increase or decrease in dues based on any shifts in your city's population (to learn more about how your dues are calculated, visit www.lmc.org/dues). The Board will make its final decision on annual dues when it meets on July 19 to approve the League's FY 2019 budget.

The League's finances continue to be strong so that we can provide you with the many services you rely on—from advocating for local control at the state Capitol and transportation funding in Washington, D.C.; providing a variety of big-picture and skills-focused training for your city officials and staff; to answering your questions about laws, statutes, and trending topics like data privacy and drones, among many others. We take our responsibility to carefully manage member assets very seriously, and we thank you for your continued support of our work. It is an honor to serve your city.

Please let us know if you have any questions about your dues or if you have comments about how we can better serve your needs. Feel free to call or email Dave Unmacht at (651) 281-1205 or dunmacht@lmc.org—and if you're ever near St. Paul, be sure to stop by for some coffee and conversation.

Jo Emerson
League of Minnesota Cities President,
Mayor, City of White Bear Lake

David J. Unmacht
Executive Director,
League of Minnesota Cities
Twitter: @UnmachtMnCities



Brainerd City Council Agenda Request

Requested Meeting Date: June 18, 2018

Title of Item: Monthly Financial Report Discussion

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: At the May 21st council meeting, the committee was asked if they would like something different for the monthly financial report. It was indicated that there may be additional information desired, or to have the information presented in a different way.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Discussion of the monthly financial reports and provide direction to staff.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	

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

June 18, 2018
City Council Chambers
7:00 PM

1. Event/Street Closure Application – 4th of July Celebration
2. Event/Street Closure Application – Eagles 4th of July Street Dance
3. Transit Operating Proposals
4. Alley Maintenance Discussion



Brainerd City Council Agenda Request

Requested Meeting Date: June 18, 2018

Title of Item: Event/Street Closure Application - Brainerd 4th of July Celebration

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached is the event application for the annual 4th of July Celebration.	
Alternatives, Options, Effects on Others/Comments: The event is much like the events that have been held in the past. Street closures begin at 3:00 PM July 4th and are East River Road, Laurel Street (ERR - S 5th Street), S 5th Street (Laurel to College Drive), College Drive (SW 4th Street to S 5th Street), Mississippi Parkway, and Kiwanis Park. Parade starts at 4:00 PM, entertainment at the football field starts at 6:30 PM and goes till 10:00 PM, and the fireworks start at 10:15 PM.	
Recommended Action/Motion: Staff recommends approval of the event and street closures. Traffic control has been requested and coordinated and the police is scheduling officers for the event.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

Application for a Street Closure, Special Event and Festival Permit

PART I: GENERAL INFORMATION

Name of the event: Community 4th of July Celebration

Date(s) of the event: 7/4/19

Time of event (setup to breakdown): 10am - Midnight

Location: Brainerd High School / Don Ackerson Field

Estimated number of attendees: 10,000

Organizer Information

Organizer's name (Please print): Brainerd Community Action

Organizer's address: 213 S. 5th St., Brainerd

Event contact person: Holly Holm

Event contact daytime phone number: (h) N/A (w) 829-5278 (c) 821-3271

Event contact persons e-mail address: Holly@brainerdcommunityaction.org

Contact name and phone number to be used on the day of the event:

(h) _____ (w) _____ (c) 821-3271

For Profit/Nonprofit status (type): Nonprofit

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: _____

4 pm - Parade

6:30 - 10 pm - Live Entertainment

10:15 - Fireworks

If a parade, please describe the proposed route with the assembly and dispersal locations and attach a map: Starting at CLC, Parade starts at Kinnaird,

travels N. on E. Baker Rd, E on Laurel, S on 5th St,
W. on Village Dr Ends at Kinnaird

Site Information

Electrical usage?

Yes ☒ No ☐

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

Band equipment & possible house music. Working w/ 150 120
& Hidden Elec. to supply appropriate power.

Amplified sound?

Yes ☒ No ☐

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

Live music at the high school football field.

Restrooms provided?

Yes ☒ No ☐ How many? 150

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: Banners located along fencing at Van
Hickman field & on stage

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.

Advertising in print, social media & online calendar - PSAs.

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").

Color-coded map is attached.

Time and date for beginning of street closures: 3pm - July 4, 2018

Time and date for reopening of streets: 12pm or when parade is over, July 4, 2018

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.

Social media & PSAs.

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 businesses on parade route are closed on event day.

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	<u>OK</u>	<u>NONE</u>
City Administration	<u>OK</u>	<u>NONE</u>
Engineering Department	<u>OK</u>	<u>TRAFFIC CONTROL WILL BE DROPPED DAY Before</u>
Fire Department	<u>OK</u>	<u>NONE</u>
Fire Support/EMS	<u>OK</u>	<u>NONE</u>
Parks Department	<u>OK</u>	<u>NONE</u>
Planning Department	<u>OK</u>	<u>NONE</u>
Police Department	<u>OK</u>	<u>will schedule officers for event</u> <u>like normal!</u>

Event Application Approval

The 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 or Parks & Recreation Director

Date

Approval Conditions

Certification of Street Closure Approval

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

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.

Holly Holm

Signature of the Event Applicant

5-11-18

Date submitted to the City

Holly Holm

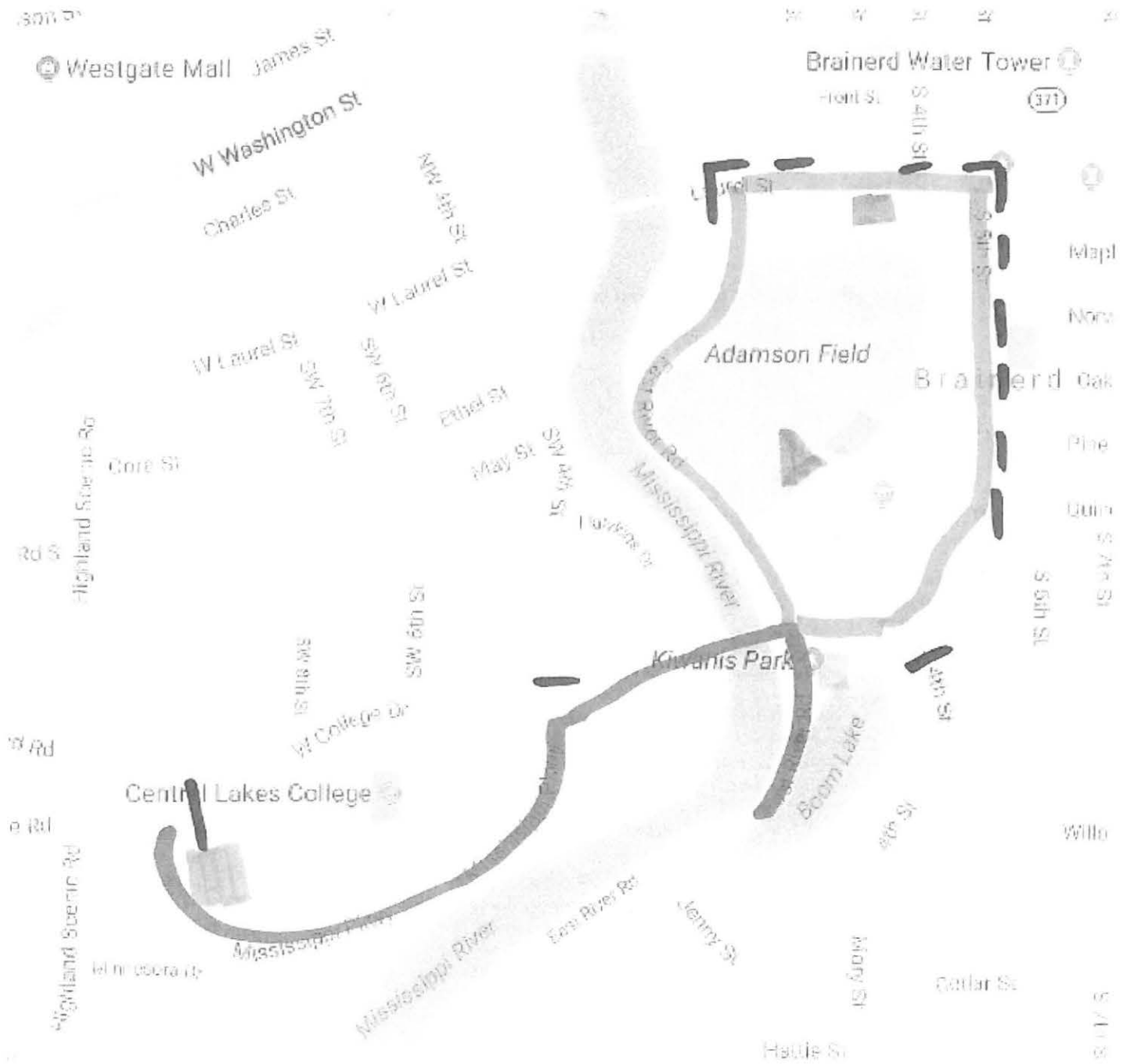
PRINT NAME

Director

Event Applicant Title

Parade Staging/Route

- | | | |
|--------------|-----------|--------------|
| Parade Route | Restrooms | Staging Area |
| Registration | Emcee | Concessions |
| Barricade | Parking | |





Permit No. _____

Parade Permit/Special Events ApplicationName of City/Event Area: Brainerd Date of Parade/Special Event 7-4-18Sponsoring Organization Brainerd Community ActionTime of Parade/Event: Beginning 4pm Ending 6pmAssembly Coordinator Holly Holm Phone (821) 3271Mailing Address 213 S. 5th St. Brainerd, MN 56401
Street/PO Box, City, State, Zip CodeRequested by _____ Date _____
Signature & Title of Local Authority (Mayor, City Clerk, County Board, Township Officer, etc.)Approved by _____ Date _____
Local Law Enforcement

Permission is hereby granted for a parade/special event subject to the following:

1. That a specific time and date is set for the road closure/usage. Road closure shall not exceed 4 hours.
2. That a definite area of road is designated for exclusive or partial use of such public parades or events. The detour route must be marked with standard traffic control signs so as to leave no doubt as to the intended route. Failure to provide adequate signing may result in the State Patrol ordering the trunk highway reopened to traffic. **A map of the proposed parade/event route and detour shall accompany the application.**
3. That adequate enforcement coverage of the closure and direction of the detour traffic is available. Coordination with local law enforcement and State Patrol is required.
4. Participants and parade/event officials will obey all Minnesota statutes pertaining to the use of trunk highway right of way. No stands, buildings, tents or other event encroachments are permitted within the highway Right of Way.
5. If it is felt that signs are needed to warn motorists and/or guide participants along the route, MnDOT must approve them in advance. Contact Rich Munsch at (218) 828-5778 with sign questions.
6. The parade/event organizers will agree to assume entire responsibility and liability for all damages or injury to all persons, whether employees, participants, or otherwise, and to all property, arising out of, resulting from, or in any manner connected with the operation of the parade/event.
7. The parade/event organizers will be responsible for any damage done to highway property as a result of the parade/event activities. The parade/event may use designated highway rest areas, but only as short-term stops and only for what those rest areas allow as posted at each one. No overnight camping, commercial activities, etc. are allowed at trunk highway rest areas.
8. That the sponsor and local community are responsible for all costs involved, including providing police coverage for traffic control, (if required for safety reasons and/or so ordered by MnDOT).
9. The sponsor/organizers will be responsible for obtaining and following local jurisdiction permits and other local requirements.

Approved by _____ Date _____
Minnesota Department of Transportationcc:
State Patrol
Mayor or City Clerk
Local Law Enforcement
Area Maintenance Engineer/Permits Office
ecc: *DOT_EditTeam**Return completed application to:**
Rich Munsch
Minnesota Department of Transportation
7694 Industrial Park Rd
Baxter, MN 56425

The following use of barricades, cones and no parking signs are being requested for the Community 4th of July Celebration:

Barricades:

- College Drive, East side of the West roundabout
- SW 4th Street, just North of the central roundabout
- 4th Street just South of the East roundabout
- 5th & Quince
- 5th & Pine
- 5th & Oak
- 5th & Norway
- 5th & Maple
- 5th & Laurel
- 5th & S. 5th
- S. 4th & Laurel
- 2nd & Laurel
- E. River Road & Laurel – Police & Fire Dept.

Cones:

- 10 cones near the West roundabout on College Drive
- 10 cones near SW 4th roundabout on College Drive
- 10 cones near the East roundabout on College Drive

No Parking Signs:

- 50 no parking signs at Kiwanis. To be delivered to Brainerd Community Action prior to the event.

Thank you,

~Holly Holm

Brainerd Community Action

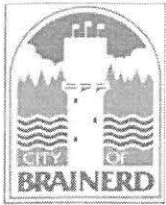


Brainerd City Council Agenda Request

Requested Meeting Date: June 18, 2018

Title of Item: Event/Street Closure Application - Brainerd Eagles 287 Street Dance

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached is the event application for the annual 4th of July Street Dance hosted by the Eagles Club 287	
Alternatives, Options, Effects on Others/Comments: The event is very similar to the past events. The applicant will be using their parking lot on 2nd Street between Front Street and the Alley. The event start-up to tear down is from 7:00 AM - 10:00 PM. The event is fenced off as it has been in the past and will have amplified sound. They are requesting the street be closed next to the lot and in front of their building adjacent to their parking lot.	
Recommended Action/Motion: Staff recommends approval of the application for the event and street closure with the conditions that the speaker orientation be directed away from residential properties and that they coordinate any necessary extra enforcement with the police department. Traffic control needs should be coordinated with the engineering department staff.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



SPECIAL EVENT APPLICATION

Date of Application: 6-12-18

Event applications that do not include a street closure must be submitted to the Parks & Recreation Department at 1619 Washington Street NE, Brainerd, MN 56401 or parks@ci.brainerd.mn.us at least 14 calendar days prior to the event. Applications that include a street closure must be submitted to the Engineering Department at 501 Laure Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us at least 30 calendar days prior to the event and will require City Council approval.

Type of event: ☐ Event – City Parking Lot ☐ Event – City Park
☒ Event with Street Closure ☐ Other _____

Name of event: Brainerd Eagles 287 Street Dance

Organizer Information

Organizer's Name: Dan Witt
Organizer's Address: 124 Front Street
Event Contact Person: John Vogt
Event Contact Daytime Phone: 218-838-1650
Event Contact E-mail Address: eagles club 287@hotmail.com
Contact Name/Number Day of Event: John Vogt
For Profit/Nonprofit Status (type): 501c3

Applicant information (if different from the event organizer):

Applicant Name: _____
Applicant Address: _____
Applicant Phone: _____
Applicant E-mail Address: _____

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
7-4-18	7Am	10pm	2 nd Street (Between Front & Alley)

Event locations (all dimensions are parking lot usable space estimates):

- City Hall Parking Lot (130' x 146')
- Laurel Street Parking Lot (92' x 120')
- Front Street Parking Lot (66' x 125')
- City Street(s) (street closure request information on page 4 MUST be filled out)
- City Park (must contact the Parks & Recreation Department for information)
- Other (specify location above)

Description of Activities

Brief description of the activities planned during the event. If a parade/run/walk event, please describe the proposed route with the assembly and dispersal locations and attach a route map:

Street Dance (Band on trailer) Tables + chairs

Fenced off

Site Information

Electrical usage

☒

Yes

☐

No

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

Brainerd Eagles Power

Amplified Sound

☒

Yes

☐

No

Describe any recording and sound amplification equipment to be used in your event along with the times:

Band Amps

Restrooms provided

☒

Yes

☐

No

(our own)

If yes, how many 4 (a ratio of 1 for every 100-150 people is recommended)

Company contracted for restrooms:

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

Signs, banners, and/or posters/flyers

☒

Yes

☐

No

Describe the signs, banners, posters, flyers and the locations:

Onsite signage only

Trash Receptacle Disposal

☒

Yes

☐

No

Company contracted for trash receptacle disposal:

Our Own.

Additional Event Information

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

Throughout all events, businesses should be reasonably accessible to the public. If a business's entrance is blocked by an event layout, then accommodations such as signage, handbills, or similar methods should be made available to mitigate the impact on customer access.

A \$100/day security deposit is required (payable by check only). The security deposit will be refunded should the event site be left clean and void of trash and all event items are removed on the last day of the event. An event that does not occur will not have its security deposit refunded except for hazardous weather conditions, as determined by the City of Brainerd.

Street Closure Request Information

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):

Front street to Alley on N. 2nd Street

Date and time for beginning of street closures: 7-4-18 7A-10P

Date and time for reopening of streets: 7-4-18 10pm

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

pedestrians can walk through on sidewalk
cars blocked off

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

If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. All street closures shall be approved by the City Council. Failure to notify property owners and tenants in street closure areas will result in revocation of this permit.

For information regarding a street closure, please contact the City Engineering office at 218-828-2307 or engineer@ci.brainerd.mn.us.

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

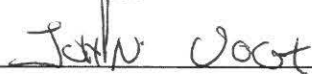
- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance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

Signature of Event Applicant

I attest that the above information is true and accurate, and I certify under penalties of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.



Signature of Applicant



Print Name

Contacts, Permits, and Fees Checklist

Each event has its own requirements and needs. Listed below is a summary of the permits common to many 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 events must have all permits and fees paid and approved prior to the start of the event.*

The Event Planner is responsible for providing the following (as needed) information:

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/procedure.
Fire/EMS/Police support			✓	Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined based on crowd size and the type of event. Fees may be discussed with the sponsor.
Food and vendor licenses	onsite		✓	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. Contact City Hall for information/procedure.
Health Department Permit	onsite		✓	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/procedure.
Parade Permit			✓	Issued by the Police Department after complete submission of application.
Alcohol Use Permit	onsite		✓	Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

Administration Department:	(218) 828-2307 admin@ci.brainerd.mn.us
Parks and Recreation Department:	(218) 828-2320 parks@ci.brainerd.mn.us
Engineering Department:	(218) 828-2307 engineer@ci.brainerd.mn.us
Planning Department:	(218) 828-2307 planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805 police@ci.brainerd.mn.us
Fire Department:	(218) 828-2312 fire@ci.brainerd.mn.us
MN Commissioner of Revenue:	(651) 282-5225 www.revenue.state.mn.us
MN Department of Health	(320) 223-7300 www.health.state.mn.us
MNDOT Baxter Office	(218) 828-5700 www.dot.state.mn.us

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	<u>OK</u>	<u>NONE</u>
City Administration	<u>OK</u>	<u>NONE</u>
Engineering Department	<u>OK</u>	<u>SPEAKER ORIENTATION LIKE IT HAS</u>
Fire Department	<u>OK</u>	<u>BEGN IN PAST</u>
Fire Support/EMS	<u>OK</u>	<u>NONE</u>
Parks Department	<u>OK</u>	<u>NONE</u>
Planning Department	<u>OK</u>	<u>NONE</u>
Police Department	<u>OK</u>	<u>REQUEST FOR EXTRA POLICE - Coord.</u>
		<u>WITH POLICE.</u>

Event Application Approval

The 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 or Parks & Recreation Director

Date

Approval Conditions

Certification of Street Closure Approval

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



Brainerd City Council Agenda Request

Requested Meeting Date: June 18, 2018

Title of Item: Transit Operating Services Proposals

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering/Transit
Presenter (Name & Title): City Engineer Sandy and Transit Coordinator Stone	Estimated Time Needed: 15 Minutes
Summary of Issue: Proposals for the 3rd party contracted services for the operation of the transit system were received on Thursday, June 14 at 10:00 AM. The proposals were scored by the TAC and a recommendation will be provided at the meeting.	
Alternatives, Options, Effects on Others/Comments: Because of the timeline between the bid opening and the scoring taking place after packets were due, the proposals and scoring sheets were provided to the Council via email after the packet was sent. Please see your email to view the proposals submitted.	
Recommended Action/Motion: Staff will have the recommendation provided by the TAC at the meeting.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

2018-2021 Transit Service Proposal Evaluation June 14, 2018

Average Evaluation Score

Evaluation Factor	Points		Reichert	Productive
Technical / Operations (40%)				
Transit Experience (20%)	8		7.0	7.7
Fleet Maintenance Experience (20%)	8		4.5	7.0
Contract Compliance Capacity (20%)	8		2.8	7.0
ITS Experience (20%)	8		5.5	6.5
Creative Ideas (20%)	8		3.3	7.7
Subtotal – Technical / Operations	40		23.2	35.8
Quality of Proposed Personnel (20%)				
Recruitment / Training Plan (50%)	10		4.3	8.0
Mgmt Qualifications / Experience (50%)	10		5.5	9.5
Subtotal – Personnel	20		9.8	17.5
Performance / Financial (20%)				
Past Performance References (20%)	4		0.8	3.5
Safety, Security & Risk Mgmt (20%)	4		0.3	4.0
Responsiveness in addressing and correcting problems (20%)	4		0.8	3.3
Management Staff's ability to meet the expectations and needs of transit agency (20%)	4		1.3	3.3
Customer Service Plan (20%)	4		1.0	3.3
Subtotal – Performance / Financial	20		4.3	17.5
Management Plan (20%)				
Ability to Conform to Mgmt Plan	20		6.5	18.7
Subtotal - Management Plan	20		6.5	18.7
Total – All Evaluation Points	100		43.8	89.5

Total Three Year Cost			\$2,313,816	\$2,119,323
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SP3 #3

Brainerd Bus Lines, Inc.
8342 Industrial Park Road
Baxter, MN 56425
218-829-6955

To do and perform and work in accordance with the Contract and Specifications for the operation of Brainerd & Crow Wing Public Transit System, with service commencing on July 1st, 2018, for a period of 3 (three) years.

To the City of Brainerd, located in the City of Brainerd, Crow Wing County, Minnesota:

In accordance with the advertisement inviting proposals for the project hereinbefore named, and in conformity with the contract and specifications pertaining thereto:

(I) (We) hereby certify that (I am) (we are) the only person(s) interested in this proposal as principal Brainerd Bus Lines, Inc.; that this proposal is made submitted without fraud or collusion with any other person firm, or corporation whatsoever; that an examination has been made of the site of the work and the Contract form, together with the Specifications pertaining thereto.

(I) (We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased, are to be performed at the unit prices shown on the proposal.

(I) (We) propose to furnish all necessary equipment, tools, labor, and other means in the manner and at the time prescribed in accordance with the terms of the Contract and Specifications.

(I) (We) further propose to guarantee all work performed under this Contract to be done in accordance with the Specifications.

(I) (We) agree to all the provisions of Minnesota Statutes, Section 181.59.

**Transit System Proposal for the Brainerd and Crow Wing County Public Transit
System 7/1/2018 to 6/30/2021**

7/1/2018-6/30/2019

<u>Item</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Driver/Vehicle Operation	Hour	19,444	\$ 27.00	\$ 524,988.00 * (3% increase in service hours)
Dispatch Service	Hour	3,048	\$ 30.00	\$ 91,440.00 *(17% Increase in service hours)
Overhead	Monthly	12	\$ 10,705.00	\$ 128,460.00 *(Increase of CPI of 2.8%)

**(Lunch charge of \$100/day)

Base Proposal (7/1/2018-6/30/2019) \$744,888.00

7/1/2019 – 6/30/2020

<u>Item</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Driver/Vehicle Operation	Hour	19,444	\$ 28.00	\$ 544,432.00
Dispatch Service	Hour	3,048	\$ 31.00	\$ 94,488.00
Overhead	Monthly	12	\$ 11,026.00	\$132,312.00

Base Proposal (7/1/2019-6/30/2020) \$ 771,232.00

7/1/2020 – 6/30/2021

<u>Item</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Driver/Vehicle Operation	Hour	19,444	\$ 29.00	\$ 563,876.00
Dispatch Service	Hour	3048	\$ 32.00	\$ 97,536.00
Overhead	Monthly	12	\$ 11,357.00	\$ 136,284.00

Base Proposal (7/1/2020-6/30/2021) \$ 797,696.00

Grand Total (Year One, Two and Three Proposals) \$ 2,313,816.00

Brainerd Bus Lines, Inc.

8342 Industrial Park Road
Baxter, MN 56425
(218) 829-6955

To whom it may concern,

Please allow Brainerd Bus Lines, Inc. (BBL) to submit the following proposal for Transit Service to Brainerd and Crow Wing County covering the period of July 1st, 2018 through June 30th, 2021. We feel that our company has experience, knowledge and the proven ability to deliver safe, efficient Transportation Services to Brainerd and Crow Wing Public Transit.

Management:

We propose to operate the Brainerd and Crow Wing County Transit system in a manner similar to what we currently provide. Our management methodology has always been to try to hire the most qualified, experienced people possible, give them the assistance needed to successfully carry out their job and let them continue to develop at the job. This "ground-up" method of management and supervision has worked very well for us as it allows our employees and supervisors the latitude to more effectively complete their jobs in an effective and efficient manner. We would utilize the following management structure (See attached flowchart): First level would be the Management level, responsible for system compliance with Federal and State policy and supporting all levels of staff and service. The Second level is the Office Manager and the Maintenance Manager positions – The Office Manager position; responsible for Dispatch and Driver staffing and training, and the Maintenance Manager position; responsible for repairs and preventative maintenance to system vehicles. The Maintenance position also oversees the fueling, cleaning and storage of Transit System vehicles. Third level is the Dispatch position, responsible for the safe and efficient grouping of rides, control and assignment of the systems vehicles and drivers, and record keeping and operating in accordance to the City and County's Operating Policies. The forth level is the Driver position, responsible for the safe and efficient operation of the vehicle in accordance with the Operating Policies, collecting designated fares and being the "face" of the Transit System. Finally, our Tech/Cleaner positions which are responsible for preparing buses for daily service, ensuring the vehicles are properly fueled and fluid levels are operational and after PM routes, ensuring the vehicles are fully fueled and any post trip service items are brought to the attention of Maintenance. They are also responsible for properly storing the Transit vehicles. Our cleaning crew is responsible for the mid-week wash and full weekend cleaning. Our new lunch policy is that if a driver requests a lunch break, we will staff a substitute driver/s to cover the required half hour (unpaid) time. Staffing, should it be required, for this driver/s will be included in the Overhead monthly charge at \$ 100.00/day for the extra vehicle required. Should this not be required, we will reduce the monthly overhead charge/day.

BBL uses several methods of monitoring and supervising the Driving and Dispatch positions. The most effective of these is direct observation. Several times a month, BBL supervisors randomly drive our service area and directly observe Transit Bus operations. Observed violations are noted and a meeting with the driver scheduled and appropriate corrections or training provided. We have found these one-on-one reviews are immediately effective in managing driving behaviors. We also schedule an evaluation ride with each driver at least once a year. These reviews focus not only on driving skills, but also passenger interaction, wheelchair lift operation and adherence to Operating Policies. We also randomly monitor radio communications between dispatch and drivers to ensure professional communication. Our company also formally checks each driver's Motor Vehicle Record annually for violations. An exterior camera is positioned so that pre-trip inspections can be randomly monitored and recorded if need be. BBL utilizes a progressive method of discipline with our employees. Depending on the severity of the action, we use a verbal warning, written warning, suspension and finally termination of employment as the progressive steps. Of course, compliance with our Drug and Alcohol testing policy is required and any violation of this policy has no such progressive discipline – a first offense results in termination of employment.

BBL is very experienced in breaking down data so it fits within the FTA's Uniform System of Accounts. Monthly reporting includes hours per vehicle, miles per vehicle, gallons used per vehicle, fares per vehicle, rides per vehicle, etc. Should there be a need to further break down or report Transit System data, BBL will assist in designing a system of recording.

One of the many strengths of our organization is our driver training program. BBL is uniquely positioned to take an applicant from a regular driver's license to becoming a fully trained Commercial Driver License holder. We have the services of an in-house Third Party Examiner who has the ability to conduct CDL class B road tests – eliminating the up-to three month wait for a State administered road test. The vast majority of our drivers are promoted up from our School Bus and Motorcoach divisions. By the time one of our drivers has attained a School Bus Endorsement, they have undergone over 30 hours of classroom and behind the wheel training with heavy emphasis on Defensive Driving, proper Pre-trip inspection, safe vehicle operation and customer service. By starting the majority of our drivers as school bus drivers, we are able to observe them in a very structured and controlled environment and are able to select those who we believe will make excellent Transit System drivers. Once selected, we send them with an experienced Transit System driver to familiarize themselves with the service area, Operating Policy and fare collection and reporting procedures. When practical, we schedule them into the required FTA training in Defensive Driving, Passenger Assistance and Abuse Prevention training. We continue to search for a good Dispatch training class as the opportunities are extremely limited. We have found that the Dispatch training approach that works best is utilizing an experienced dispatcher to train the newer employees. BBL will of course be happy to participate in any training and again help to implement any new Dispatch system.

Brainerd Bus Lines, Inc. is committed to delivering customer service that meets or exceeds expectations. Respecting and valuing each of our passengers is the basis of our approach to

customer service. As long time community members, we have a vested interest in insuring our passengers are treated in nothing less than a professional, respectful manner and we take pride in the services we assist in providing.

Our drivers are required to sign in each day - this requirement accomplishes several things including a face-to-face meeting with a manager trained in reasonable suspicion recognition for drugs and alcohol. This sign-in time also allows for one-on-one communication time for our manager, supervisors and maintenance technicians to speak with drivers. In addition to radio communications, we can also request to meet with employees after work by setting it up through the Dispatcher. We also utilize a suggestion box, where employees can make suggestions to improve our service. Routing/Dispatching is accomplished by attempting to group rides as effectively and efficiently as possible. The experience of Dispatch is invaluable in accomplishing this with travel times, traffic, customer mobility, vehicle capacity and other factors having to be weighed in order to best manage these trips.

Qualifications:

Brainerd Bus Lines, Inc. has been involved in transportation and fleet maintenance in Brainerd and Crow Wing County since 1947. In the mid 1980's we were asked to assist the City of Brainerd in helping design a Demand/Response transit service to replace the fixed route service. With one brief interruption (a different contractor), we have operated the Transit system ever since. From system management, training, maintenance, dispatch and operation, we feel we would be an excellent, safe and reliable choice to operate the Brainerd and Crow Wing County Public Transit system.

Our current management team has over 60 years of combined experience in fleet management including Transit. In addition to the years of service, all are Brainerd Lakes Area residents and have a sense of community and desire to provide safe, reliable cost effective service.

BBL has a current staff of seven full time certified mechanics ensuring that the Transit Systems vehicles are very well cared for. In addition to being fully able to continue to implement the Vehicle Maintenance Policy, our maintenance staff is able to respond to roadside breakdowns or other issues with our fleet of three radio dispatched service trucks. These trucks are also occasionally utilized to free stuck vehicles on our occasionally snowy days. We have a dealer affiliation with the International Company (for 30 years), which enables us to do warranty work and provides access to parts, diagnostic and specialized training on International vehicles and motors. Our maintenance technicians are also certified in Air Conditioning service and are both Ricon and Braun wheelchair lift repair certified. We employ three inspectors that are certified with MNDOT and are available to inspect vehicles at service intervals.

Our management has experience with ITS technology and is versed in Word, Excel and several other Microsoft products. We utilize a high-speed data line and are well positioned to respond to most IT requirements or requests.

Again, I feel that one of the strengths of Brainerd Bus Lines, Inc. is our ability and experience in providing fully trained, CDL drivers and dispatchers to staff the Brainerd and Crow Wing Public Transit system. On occasion, we do advertise in an attempt to find qualified candidates, but our experience has shown that some of our best drivers come from our school and motorcoach divisions (over 100 fully licensed CDL holders). In addition to the extensive training our school and motorcoach division employees receive, transit system employees also receive ride-a-long training by experienced transit system operators. Re-training is ongoing with occasional refresher classes in Passenger Assistance and Wheelchair securement and Defensive Driving required.

Since the contract proposal is mostly operational in nature, BBL looks to the Transit System Coordinator and the Transportation Advisory Committee for leadership in any changes or enhancements to service – such as the installation of interior cameras in the vehicles. Brainerd Bus Lines, Inc. will work closely with both parties in implementing suggestions for service enhancement.

Office/Fleet and Storage facility:

Brainerd Bus Lines, Inc. would utilize its office and shop location at 8342 Industrial Park Road in Baxter for its main office, fleet maintenance and repair facility and storage facility. We would house the Transit System vehicles in an enclosed, secured garage which would include electric facilities to plug in block heaters. Dispatch operations would remain at City Hall, but we would reserve the right to move operations here.

Maintenance and Equipment Plan:

BBL's fully equipped and staffed maintenance facility is very much able to follow and comply with Brainerd and Crow Wing Public Transit's "Vehicle Maintenance Plan." Our certified mechanics have over 20 years of servicing, repairing and maintaining transit vehicles – and specialize in the repair and maintenance of mid-sized vehicles, including transit vehicles.

As a contract recipient, we give priority to emergency repairs, or roadside service to transit vehicles. Our staff of maintenance technicians and fleet of emergency response trucks are able to respond very quickly as needed. Our EPA certified in-ground fuel storage facility allows for efficient diesel fuel purchase, and fuel quality monitoring.

BBL's maintenance records are kept by each vehicle. Preventative maintenance (both parts and labor) are also tracked and individually invoiced with a zero balance. Chargeable repairs are also fully tracked and individually invoiced with separate parts and labor totals. Our Service Manager works with the Transit Coordinator on ensuring major repairs are done efficiently and warranty or recall issues are promptly managed.

BBL's management is committed to ensuring that there is a safe, well maintained vehicle available for Transit System use. We do indeed try to treat each vehicle as our own, and maintain it in such a manner!

For the amount of miles, and difficult work environment (start and stop driving), we think our in-service rate and safety record are exceptional. Mid sized Transit vehicles represent a very difficult challenge to operate and we feel our staff does a excellent job of keeping them in top operating condition while controlling cost to our customer.

Professional References:

Voigt's Bus Service
P.O. box 1
St. Cloud, MN 56302
(320) 253-0510

Maney International
375 South 33rd Avenue
St. Cloud, MN 56301
(320) 251-9511

Hoglund Bus
116 East Oakwood Dr.
Monticello, MN 55362
(763) 295-5119

Credit References:

Maney International
375 South 33rd Avenue
St. Cloud, MN 56301
(320) 251-9511

Keystone Insurance Group C/O Dana Vent
(814) 624-2320

Bremer Bank C/O Scott Bender
321 South 7th Street

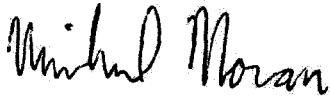
Brainerd, MN 56401
(218) 829-8781

For the last 30+ years we have been located at 8342 Industrial Park Road, Baxter, MN 56425.

For the last 38+ years, our CEO has held a Minnesota Commercial Drivers License with a Passenger and School Bus endorsement. Nearly all our management and supervisory staff also hold Minnesota Commercial Drivers Licenses. We are a registered Minnesota Corporation and are fully licensed to conduct business in the area.

BBL has over 70 years of Transportation and Fleet Maintenance experience and over 30 years of Transit operation experience. We feel we are uniquely qualified to provide safe, reliable cost effective Transit Services to the Brainerd and Crow Wing Public Transit system. Should there be any questions regarding this proposal, please do not hesitate to contact us at (218) 829-6955 and ask for either Mark or Mike.

Sincerely,

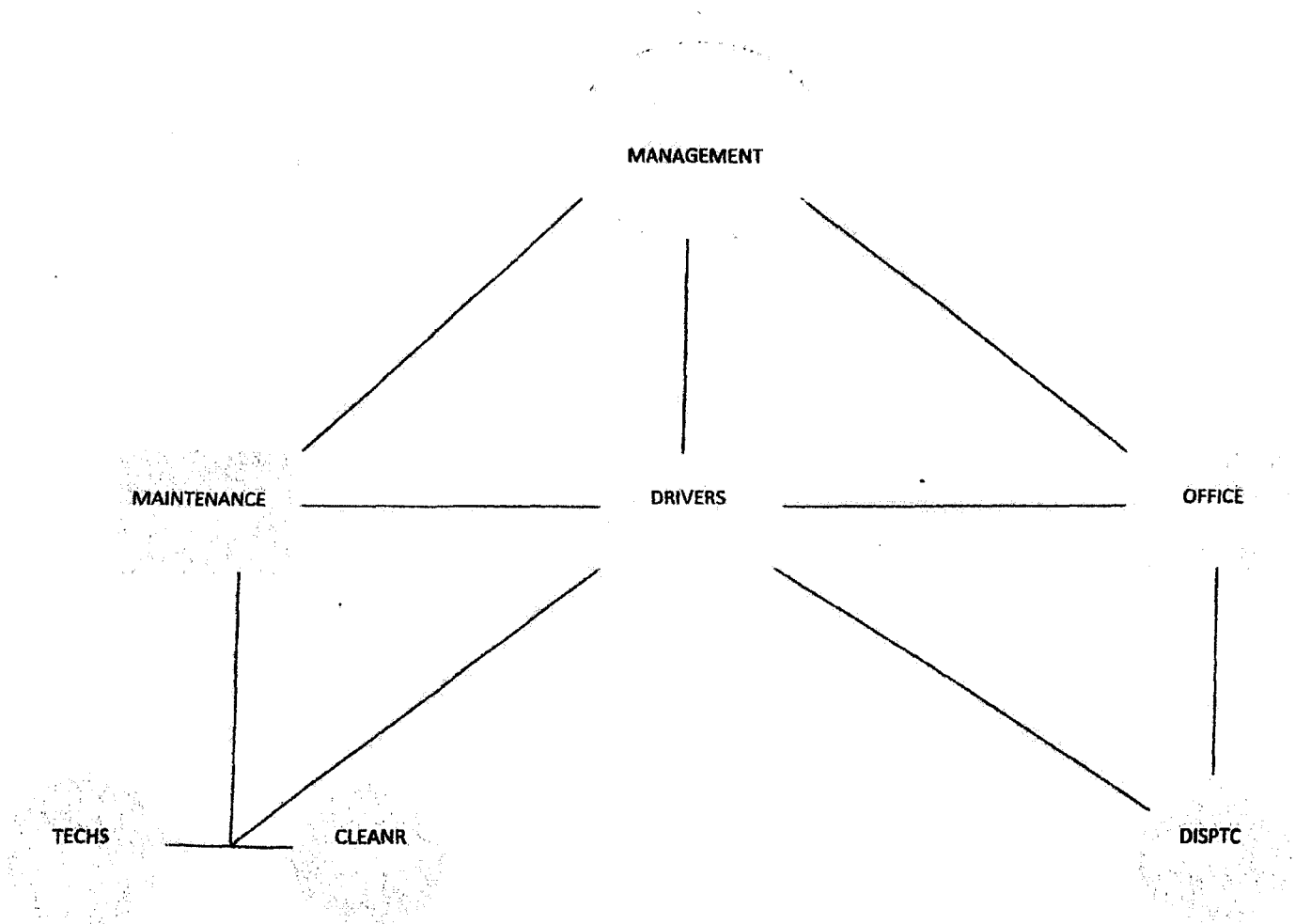
A handwritten signature in cursive script that reads "Michael Moran".

Michael Moran, CEO

A handwritten signature in cursive script that reads "Mark Moran".

Mark Moran, President

MANAGEMENT AND OPERATIONS PLAN



Brainerd Bus Lines, Inc.

8342 Industrial Park Road

Baxter, MN 56425

218-829-6955

Contract management – Brainerd Bus Lines, Inc. proposes to use several people to manage different sections of this contract. Overall responsibility for the contract would fall to Michael and/or Mark Moran. In combination they have well over 50 years of successfully operating a transportation company - employing over 90 drivers - and have operated the Transit System for Brainerd and Crow Wing County for over 25 years. Michael will serve as the DER for the Drug and Alcohol testing policy required by this contract.

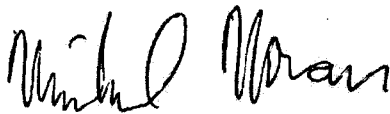
In addition to Michael and Mark Moran, Curt Baier Jr would have direct supervision over personal covered in this contract, including Drivers and Dispatchers. Curt has extensive experience in Driver Qualification, Dispatching and employee supervision – and he will be involved in complaint resolution and hiring/terminating decisions. He has worked as a driver here for over 15 years and as an Office Manager/Dispatcher for the last 8 years.

Maintenance of the City/County owned vehicles would be handled by Justin Morrison. Justin brings over 23 years of maintenance experience and is very well versed in fleet maintenance and repair services. Justin and his staff currently are responsible for maintaining a fleet of over 100 vehicles and also do repair and maintenance service on several area fleets. Justin has been our Maintenance Manager for the last 18+ years.

Bob Tyson will manage the training and re-certification of our drivers. Bob is relatively new to his position (6 years), but has worked for our company for over 8 years. Bob is a certified School Bus Trainer and has sat-in on numerous transit training classes.

Together, Brainerd Bus Lines brings over 75 years of transportation management experience to this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Moran". The signature is fluid and cursive, with the first name "Michael" and last name "Moran" clearly distinguishable.

Michael Moran

Brainerd Bus Lines, Inc.

8342 Industrial Park Road

Baxter, MN 56425

(218) 829-6955

To Whom It May Concern:

Brainerd Bus Lines, Inc. would like to submit the enclosed proposal for public transit service to the Cities of Brainerd, Baxter and Greater Crow Wing County. We are currently the contract service provider and have been providing transportation services since 1947 with transit bus service since 1980. We feel that we are capable of meeting the requirements set forth in the service proposal with the following exceptions:

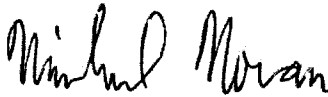
Our garage facilities are located within the city limits of Baxter, MN. We would ask the requirement of having facilities located in Brainerd, MN be waived.

We would ask that we include as reimbursable maintenance expenses: Serpentine belts and LED lights. Costs have increased since the fan belt and incandescent light bulb days.

The last exception we would like to request is to utilize our fuel, mileage and vehicle inspection reports. Copies can be made available for your approval.

Any questions or concerns regarding this proposal can be addressed to our offices in Baxter or by calling (218) 829-6955.

Thank you for your consideration,



Michael Moran
Brainerd Bus Lines, Inc.

**PROPOSAL FOR THE OPERATION OF
BRAINERD & CROW WING TRANSIT SYSTEM**

Proposal of (Name) PRODUCTIVE ALTERNATIVES, INC.

Street Address 1205 North Tower Road

City, State, Zip Fergus Falls, MN 56537

Phone: 218-998-5630 Fax: 218-736-2541

E-mail: steves@productivemn.org

To do and perform and work in accordance with the Contract and Specifications for the operation of Brainerd & Crow Wing Public Transit System, with service commencing on July 1st, 2018, for a period of 3 (three) years.

To the City of Brainerd, located in the City of Brainerd, Crow Wing County, Minnesota:

In accordance with the advertisement inviting proposals for the project hereinbefore named, and in conformity with the contract and specifications pertaining thereto:

(I) (We) hereby certify that (I am) (we are) the only person(s) interested in this proposal as principal bidder; that this proposal is made and submitted without fraud or collusion with any other person, firm, or corporation whatsoever; that an examination has been made of the site of the work and the Contract form, together with the Specifications pertaining thereto.

(I) (We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased, are to be performed at the unit prices shown on the proposal.

(I) (We) propose to furnish all necessary equipment, tools, labor, and other means in the manner and at the time prescribed in accordance with the terms of the Contract and Specifications.

(I) (We) further propose to guarantee all work performed under this Contract to be done in accordance with the Specifications.

(I) (We) agree to all the provisions of Minnesota Statutes, Section 181.59.

PROPOSAL [CONTRACT YEAR ONE 7/1/2018 TO 6/30/2019] (Provide for a base price for each year.)

Line Number	Item	Unit	Estimated Quantity	Unit Price	Amount
1	Drivers/Vehicle Operation	Hour	19,444	\$ <u>26.27</u>	\$ <u>510,734.48</u>
2	Dispatcher/Dispatching Services	Hour	3,048	\$ <u>28.78</u>	\$ <u>87,727.44</u>
3	Management/Overhead	Monthly	12	\$ <u>7264.46</u>	\$ <u>87,173.50</u>

BASE PROPOSAL (YEAR ONE): \$ 685,635.42

PROPOSAL [CONTRACT YEAR TWO 7/1/2011 TO 6/30/2020]

Line Number	Item	Unit	Estimated Quantity	Unit Price	Amount
1	Drivers/Vehicle Operation	Hour	19,444	\$ <u>27.06</u>	\$ <u>526,154.64</u>
2	Dispatcher/Dispatching Services	Hour	3,048	\$ <u>29.64</u>	\$ <u>90,342.72</u>
3	Management/Overhead	Monthly	12	\$ <u>7482.39</u>	\$ <u>89,788.68</u>

BASE PROPOSAL (YEAR TWO): \$ 706,286.04

PROPOSAL [CONTRACT YEAR ONE 7/1/2020 TO 6/30/2021] (Provide for a base price for each year.)

Line Number	Item	Unit	Estimated Quantity	Unit Price	Amount
1	Drivers/Vehicle Operation	Hour	19,444	\$ <u>27.87</u>	\$ <u>541,904.28</u>
2	Dispatcher/Dispatching Services	Hour	3,048	\$ <u>30.53</u>	\$ <u>93,055.44</u>
3	Management/Overhead	Monthly	12	\$ <u>7706.86</u>	\$ <u>92,482.32</u>

BASE PROPOSAL (YEAR THREE): \$ 727,442.04

GRAND TOTAL (YEAR ONE, TWO & THREE PROPOSALS): \$ 2,119,323.50

FINANCIAL PLAN WORKBOOK: Our firm agrees to attach to this proposal a completed Financial Plan Workbook, outlining the costs associated with our unit price proposed. All line items may not be completed; however, any line item entered will have a narrative explaining the costs.

PROPOSAL GUARANTY: The City of Brainerd will not require a performance bond or proposal guaranty as part of this contract.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION: The Mn/DOT Office of EEO/Contract Management has assigned a Race/Gender Neutral DBE goal to this project. Offerors are directed to read the Disadvantage Business Enterprise (DBE) Special Provision race/gender neutral goal.

NON-COLLUSION AFFIDAVIT: A Non-Collusion Affidavit is found in these Specifications, which must be signed by each proposer.



PRODUCTIVE
ALTERNATIVES, INC.

1205 North Tower Road • Fergus Falls, MN 56537-1077

Equal Opportunity Employer

Ph (218) 998-5630 • Fax (218) 736-2541

**NARRATIVE FOR PRODUCTIVE ALTERNATIVES, INC. RESPONSE TO THE CITY OF BRAINERD/CROW
WING COUNTY NOTICE OF PROPOSAL FOR PUBLIC TRANSIT SYSTEM OPERATION**

DUE DATE: 6-14-18

Productive Alternatives, Inc. is a non-profit, human services agency that provides a variety of services and programs throughout central Minnesota. We are governed by a volunteer Board of Directors that represents the ownership of the Agency. We have seven different office locations throughout central Minnesota, including our Brainerd office, which is located at 213 N.W. 4th Street, where we have office space for our staff, and programming space for persons with disabilities.

Among the programs that the Agency operates is Transit Alternatives, which represents the public transportation element of our services. Productive Alternatives has been providing transportation services in all of our locations for the persons with disabilities that we serve for decades, but in 2006, with the help of a MnDOT operating grant, we began providing public transit services in Otter Tail County, which until that point had not had a transit services provider. Since that time, we have expanded our Transit Alternatives services to include operating in Clay and Wilkin Counties. We also operate the Volunteer Driver Program for Otter Tail County, and provide protected transport services for surrounding counties as well. Currently, we provide over 150,000 rides per year, and our operating budget for our transit services is approximately \$1,665,000.

Our Agency is administered by the President, Steve Skauge, and the Director of Support Services, Denise DeMartelaere. The Transit Alternatives Program is administered by Daryn Toso, Director of Transportation Services, and Cindy Rogholt, Operations Manager. Together, these staff are responsible for overall and day-to-day operations and supervision of our Transit services, and for the financial support and services needed to operate the Transit system. They also are the persons who contact and communicate with MnDOT staff on operating and fiscal issues, including contract management, MnDOT required accounting systems, reports, and audits. Each of these persons have been with Productive Alternatives for over 10 years.

302 S. Kenwood
Alexandria, MN 56308
Ph (320) 763-4101
Fax (320) 763-5741

213 NW 4th Street
Brainerd, MN 56401
Ph (218) 825-8148
Fax (218) 825-8362

1107 8th St. N.W.
Little Falls, MN 56345
Ph (320) 632-9291
Fax (320) 632-3879

715 N. 11th St. / Ste 201
Moorhead, MN 56560
Ph (218) 477-1676
Fax (218) 477-1678

421 E. Jackson St.
Parkers Prairie, MN 56361
Ph (218) 338-2691
Fax (218) 338-2692

802 Jenny Ave.
Perham, MN 56573
Ph (218) 346-2131
Fax (218) 346-2756

Willows
1011 N. Tower Rd.
Fergus Falls, MN 56537
Ph (218) 998-2801
Fax (218) 998-2804

Our current bus fleet consists of managing 24 buses, both gas and diesel, and we work with MnDOT on an annual replacement schedule to help keep our fleet up-to-date. We understand the requirements of MnDOT with regard to vehicle maintenance, and will comply with the County and City plan as it is written. With regard to this proposal, we would primarily use local vendors to assist with maintenance and repairs, and we would be responsible for all record keeping and reporting. We currently utilize ITS technologies for our dispatching, and have recently installed a new CTS software package. We also have installed cameras on all of our buses as a safety precaution.

Our drivers are recruited and trained according to MnDOT standards, and if the vehicle they drive requires it, they are trained to qualify for a CDL license. Some of the specific training includes: passenger assistance, defensive driving, wheelchair assistance, and other safety-related training. All current training requirements would be apply for this proposal. Currently, part of our supervisory process includes periodic field monitoring of drivers by administrative staff, and all-staff meetings are held where overall driving and safety processes are reviewed, and general Agency issues are addressed. We strive for a team-based approach in an effort to help all staff feel a part of the Agency as a whole, and to reinforce our Agency's mission-based standards. In an effort to foster a team atmosphere, we currently give our divers scheduling flexibility to manage their own break times and lunch times. We acknowledge that this time will not be billable with regard to this contract. Our areas of focus for our Transit services are on customer-service, passenger safety, and recruitment and retention of staff.

Our Transit services are currently located in five different communities, and good communications between those sites is essential to operating our program. We make every effort to be responsive to those communities, and to the passengers we serve, and also to our drivers as they are on the road. All buses have contact numbers and emergency numbers for phone service, and all buses are equipped with two-way radios to help assure good communication.

We feel that our history of providing transit services in three counties, our relationship with MnDOT, and our long history of presence in the Brainerd community position us well to deliver transit services in Brainerd/Crow Wing County. We look forward to the opportunity to work with City and County personnel in cooperation to provide high quality transit services for the region.



PRODUCTIVE
ALTERNATIVES, INC.

1205 North Tower Road • Fergus Falls, MN 56537-1077

Equal Opportunity Employer

Ph (218) 998-5630 • Fax (218) 736-2541

CREDIT INFORMATION

Name	Productive Alternatives, Inc.
Federal ID #	41-0844951
Minnesota Tax #	9028651
Sales Tax Exempt #	25872
Business Started	1959

Bremer Bank

2330 E College Way
Fergus Falls MN 56537
Contact: Roger Richels
(218)-736-0110 Fax(218)739-1133
Account # 07120697

Business References:

Cole Paper Inc.	Acct #64169500
P.O. Box 2967	
1300 38 th Street NW	
Fargo ND 58108-2967	
(701)282-5311 Fax (701)282-5513	

Darter Plastics Inc.	Acct #PROALT
13990 Industry Blvd	
Becker MN 55308	
(800)450-5001 Fax(763)261-5010	

Watertown Box Corporation	No Account Number
P.O. Box 6	
1900 4 th Avenue SW	
Watertown, SD 57201	
(605)882-4200 Fax (605)882-4203	

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Alexandria, MN 56308
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PRODUCTIVE ALTERNATIVES, INC. BUSINESS LOCATIONS OF THE PAST 5 YEARS:

Main Office – 1205 N. Tower Road, Fergus Falls, MN

Branch Locations:

213 N.W. 4th St, Brainerd, MN

324 Broadway, Suite 202, Alexandria, MN

1107 8th St. N.W., Little Falls, MN

715 N. 11th St, Suite 311, Moorhead, MN

421 Jackson St. E., Parkers Prairie, MN

802 Jenny Ave., Perham, MN

302 S. Kenwood
Alexandria, MN 56308
Ph (320) 763-4101
Fax (320) 763-5741

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PROFESSIONAL REFERENCE CONTACT INFORMATION

Tami Lueck
Crow Wing County Human Services
Programs Manager
218-824-1186
Tami.Lueck@crowwing.us

Thor Thorson
Giovanni's Frozen Pizza
Owner
218-820-8244
thor@giovannisfrozenpizza.com

Wayne Hurley
Director of Transportation Planning
West Central Initiative Foundation
P.O. Box 318
Fergus Falls, MN 56538
218-739-2239
wayne@wcif.org

302 S. Kenwood
Alexandria, MN 56308
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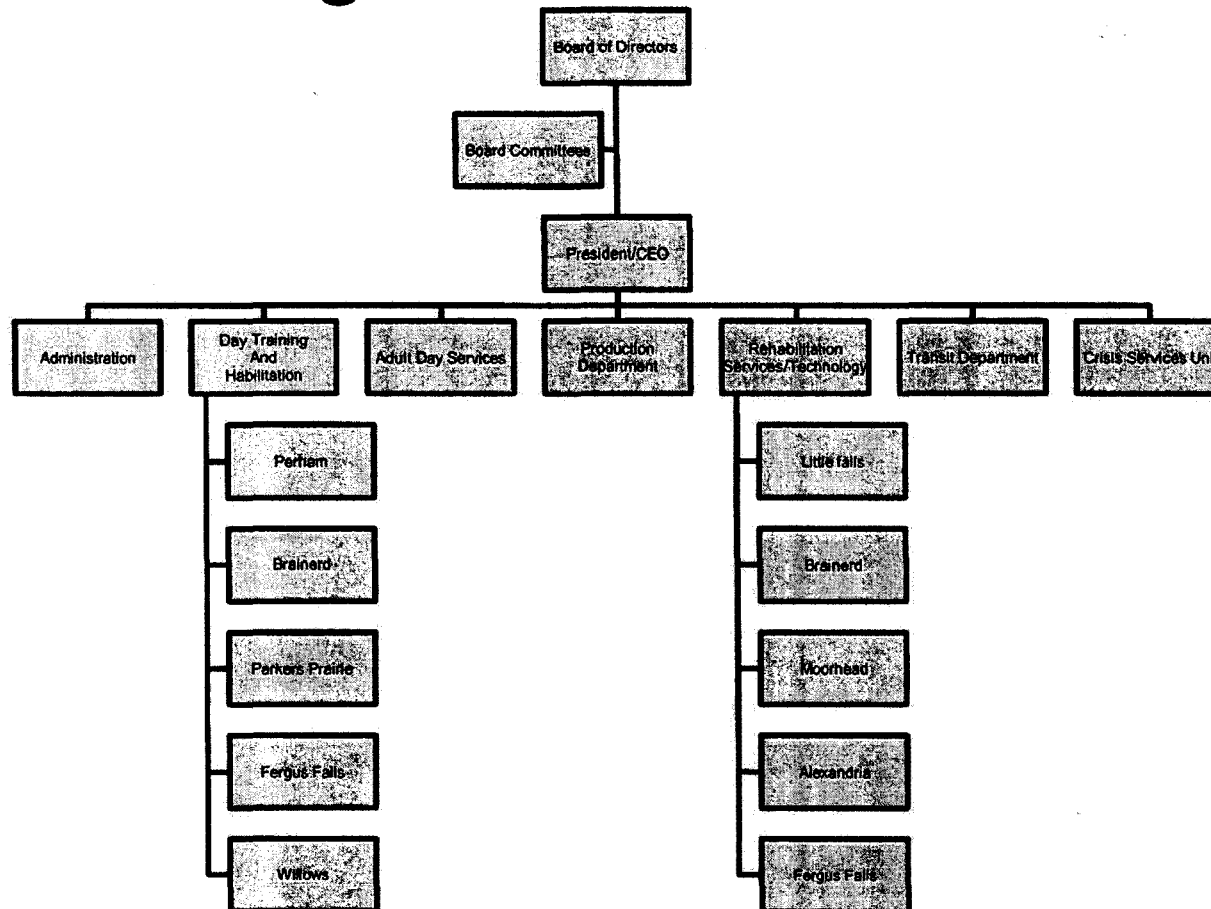
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Productive Alternatives, Inc. Organizational Chart





PRODUCTIVE ALTERNATIVES, INC.

Quality, Person-Focused Services!

Staff Biography

Branch: Perham and Transit Alternatives

Department: Perham DT & H, and Transit Alternatives

Position: DT & H Manager and Director of Transportation Services

Name: Daryn Toso

Qualifications for the position: (Education, Years worked in qualifying position, related experience, Volunteer activities, etc.)

- ✓ 1990 Univ of MN, Morris - Bachelors Degree, majoring in Psychology and Liberal Arts for Human Services.
- ✓ Over 28 years work-experience working with Developmental Disabilities and Mental Health issues.
- ✓ 23 Years management and supervisory service.
- ✓ Positions held with Productive Alternatives since 1997 (and current in both):
 - 1997: Program Manager, Perham Branch. This branch has grown to serve 43 clients in this period.
 - 2006: Director of Transportation Services for Transit Alternatives, providing administrative support, direct supervision for the marketing program and providing secondary supervision for the operation manager, drivers and dispatch. Responsible for the overall Transit Program.

To contact us:

1205 North Tower Road
Fergus Falls, MN 56537

Phone: 218-998-5630
Fax: 218-736-2541
E-mail: darynt@paiff.org

Certificate of Completion

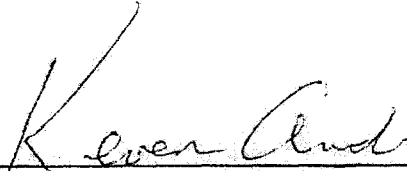
This certificate is presented to

Daryn Toso

for completion of training in

Advanced Principles of Transit Management

April 30 - May 2, 2013
St. Cloud, MN

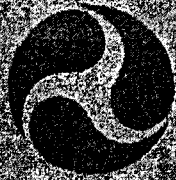


Keven Anderson, Coordinator for Training and Outreach



Small Urban & Rural Transit Center
Upper Great Plains Transportation Institute
North Dakota State University

U.S. Department of Transportation



Transportation Safety Institute Certificate

Daryn Toso

HAS SUCCESSFULLY COMPLETED
FEDERAL TRANSIT ADMINISTRATION'S COURSE IN

SUBSTANCE ABUSE MANAGEMENT AND
PROGRAM COMPLIANCE

Conducted at St. Cloud, MN

September 3 - 5, 2008

Michelle Nolan
Michelle E. Nolan, Division Manager

SAPAC/GEH's Awarded 8.0 (Approval #0001-0704-158)
EACC/EDH's Awarded 14.5 (Approval #SSYRS(0907-1229))

Christine A. Lawrence
Christine A. Lawrence, Acting Director



Brainerd City Council Agenda Request

Requested Meeting Date: June 18, 2018

Title of Item: Alley Maintenance Discussion

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5-10 Minutes
Summary of Issue: This is a continuation of the discussion from a few meetings ago regarding the maintenance on two un-platted alleys in south and southeast Brainerd.	
Alternatives, Options, Effects on Others/Comments: See the attached memo for discussion and recommendation.	
Recommended Action/Motion: Recommend directing staff to formulate cost estimates and a plan to do a small amount of repair work and send the estimates to the affected property owners for review and for more discussion about the repairs or possible vacation.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



MEMO

TO: Safety and Public Works Committee

FROM: City Engineer Sandy

DATE: June 11, 2018

SUBJECT: Alley Discussion Continuation
Alley between S 9th Street and S 10th Street, Oak Street to Pine Street
Alley between Laurel Street and Maple Street, 15th Street SE to 16th Street SE

As the committee may recall, at the April 2, 2018 Council Meeting, there was some discussion about a couple of non-platted and un-improved alleys that have become high maintenance areas in which street staff have spent time and effort repairing so that the alleys are traversable. The two alleys are described above and can also be seen on the aerial maps attached to this memo. Staff was given direction by the committee and council to send a letter to the property owners in which outlines the City's request for property owners to consider having the City improve the alleys and be assessed for the cost to do so, or the City's desire to possibly vacate the maintenance responsibility of these alleys and return the alley back to the property owners for maintenance. These letters gave staff the opportunity to speak to multiple of the property owners affected by the condition of these alleys along with getting perspective on what the property owners would like to see done.

Alley between Laurel Street and Maple Street, 15th Street SE to 16th Street SE

Staff received a total of 3 replies to the letters that was sent to the property owners adjacent to this alley and reached out to Habitat for Humanity about the issues in this alley. The residents staff spoke to feel that the recent construction in the area has a lot to do with the current condition of the alley. Habitat for Humanity recently constructed 3 houses adjacent to that alley. There has been an increase of traffic utilizing the alley due to the development, along with the vehicles using the alley during the construction of the homes. Street staff have added gravel to the alley to assist in most of the issues at this location, and the condition of the alley right now would be considered fair. However, staff would like to assess the drainage at the alley and would recommend the council direct staff to develop an improvement project and the costs associated with fixing the few areas that may need some more attention. Habitat for Humanity has indicated they would be willing to cover the habitat houses costs for the improvement, and the 4-plex owner on the north side of the alley has also indicated he would like to see an improvement. I think the best option at this point for the council to consider is direct staff to begin looking at options for a small improvement (either performed by a contractor or street

staff), to fix the alley to an easily maintainable standard and assess a portion or all the costs to the abutting properties.

Alley between S 9th Street and S 10th Street, Oak Street to Pine Street

Staff received one phone call about this specific alley after the letters were sent to the properties abutting the alley. The property owner feels that the City has not been maintaining the alley properly for such a long time that the City has created the issues that are now being seen in the alley. This specific alley has a house on the north end that encroaches into the alley approximately 10 feet. This makes it very difficult for large equipment such as road graders (typically used for grading and plowing) to maintain the alley properly. Grading in tight confinement such as is present makes it very difficult for the operator to get proper drainage and puts the City at risk for hitting the eaves on the house on the north end of the alley. However, the repairs that were done last year and consisted of cutting the grade down substantially and adding a lot more class 5 seems to be holding currently.

After this most recent rain on Monday, June 11, staff went and took a few pictures of both locations and noted the bad areas that exist. The pictures of each area can be seen attached to this memo. Staff proposes generating cost estimates for repairs and present them to the property owners so that they may determine whether they would like the repairs done and the cost to do so assessed to the properties, with an estimated cost for the assessments also presented at that time.

LAUREL ST

LAUREL ST.

15TH ST. SE

16TH ST. SE

MAPLE ST. MAPLE ST

NORWOOD ST









NORWOOD ST

S 9TH ST

S 11TH ST

North

OAK ST.

OAK ST

9TH ST

10TH ST

PINE ST.

- Affected Alley

QUINCE ST

S 10TH ST





Brainerd City Council Agenda Request

SPW #5

Requested Meeting Date: June 18, 2018

Title of Item: South 6th Street Amended Construction Agreement - Testing Services

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading *provide copy of published hearing notice
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached is a letter from the MnDOT Resident Construction Engineer Tony Hughes, the original cooperative construction agreement, and amended construction agreement which includes an additional 1% of the bid costs for construction of the watermain and sewer main for testing services performed by MnDOT as part of the project.	
Alternatives, Options, Effects on Others/Comments: The original contract for construction, project management, and surveying did not include testing services. Typically, the city hires Braun Intertec to perform testing services on projects that the city undertakes. In this specific circumstance, in conversations with MnDOT and City staff, it was found to be most advantageous to have MnDOT perform construction materials testing on the city's behalf with MnDOT personnel. This not only helps with scheduling from both MnDOT and the City's perspectives, but it also allows for consistency in testing results and ensures that MnDOT gets the correct numbers of tests for their federal funding requirements. The original agreement authorized a total amount of \$1,860,335.81. Of that amount, because of the bid prices that were received, the City has paid \$1,854,331.13. The testing services that MnDOT performs is 1% of the total contact cost of \$1,387,174.00. The original construction engineering amount of the project at 5% is \$69,358.70. The revised amount of the construction engineering on the project is \$82,230.44. Testing services performed is the difference between these two totals and is \$13,871.74. This payment would be due upon signature of the amended agreement and invoiced from the state.	
Recommended Action/Motion: Staff recommends authorizing the proper signatures on the amended construction agreement with MnDOT as a total revised cost of \$1,868,202.85 (additional \$13,871.74 than what has already been paid to MnDOT, or \$7,867.04 over what was authorized in the original agreement).	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ <u>13,874.74</u> Is this budgeted? ☒ Yes ☐ No <u>Please Explain:</u> Testing services are typically done by third party consultant. These services are being performed by MnDOT for 1% of the construction costs. Costs are to be split according to final bid costs and items with BPU for watermain installation. Costs currently to come from Construction Fund 401.	

June 12, 2018

Mr. Paul Sandy
City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

RECEIVED
JUN 15 2018
CITY OF BRAINERD
ADMINISTRATION

Re: S.P. 1814-06 (TH 371B)
SAP 108-010-007
Amended Cooperative Construction Agreement No. 1028545

Dear Mr. Sandy:

Enclosed are three copies of the amended agreement with the City of Brainerd providing for payment to the State for the City's share of the costs of the water main, sanitary sewer and traffic signal construction to be performed on Minnesota State Highway 371 Business within the corporate City limits.

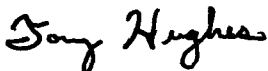
Please present this agreement to the City Council for their approval and execution, which includes signatures of the City Council authorized City officers on the three copies of the amended agreement.

The original resolution for the agreement allows the Mayor and the President of the Council to execute the original agreement and any amendments to the agreement. A copy of the original agreement is enclosed.

Please return the three signed amended agreements to: **Tony Hughes, Resident Construction Engineer, Minnesota Department of Transportation, 7694 Industrial Park Road, Baxter, MN 56425-8096.** A fully executed copy will be returned to the City.

If you have any comments or questions, please feel free to call me at (218) 828-5735.

Sincerely,



Tony Hughes
Resident Engineer

Enclosures: Amended Cooperative Agreement (3)

cc: Maryanne Kelly-Sonnek, MnDOT, Mail Stop 682

Date: October 10, 2017

Paul Sandy
City Engineer
501 Laurel Street
Brainerd, MN 56401

RE: Coop. Const. Agree. No. 1028545
City of Brainerd
S.P. 1814-06 (T.H. 371B=337)
S.A.P. 108-010-007
Fed. Proj. NHPP 0371(314)
City cost for water main, sanitary sewer, and traffic signal construction by the State on T.H. 371B

Dear Mr. Sandy:

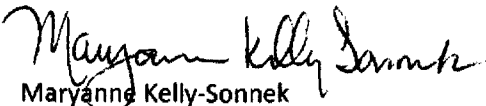
Transmitted herewith for the City's use and retention, is a fully executed copy of the subject agreement between the City and this department.

The State has recomputed the City's cost share for this contract using the low bid unit prices of Tom's Backhoe Service, Inc., to whom this construction contract has been awarded.

The City's cost share as recomputed, decreased from the preliminary estimate of \$1,860,335.81 to the revised estimate of \$1,854,331.11.

An invoice in the amount of \$1,854,331.11 will be forwarded to the City in a few days, and it is requested that payment be made accordingly.

Sincerely,


Maryanne Kelly-Sonnek
Cooperative Agreements Engineer

Enclosures: Fully Executed Agreement 1028545
Revised Schedule "I"

cc: Dan Anderson – District Engineer *
Jamie Hukriede - Maintenance Engineer *
Bob Nibbe *
Thomas Highum *
April Lucas *
MN_DOT_AR_Agreements *
Sheila Cornelius – MS 215
File

MKS: MMR

*Electronic Copy

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF BRAINERD
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>1814-06</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>371B=337</u>	<u>\$1,860,335.81</u>
State Aid Project (S.A.P.):	<u>108-010-007</u>	
Federal Project Number:	<u>NHPP 0371(314)</u>	
Signal System ID:	<u>40113 "A", 40114 "B",</u>	
	<u>40115 "C", 40116 "D"</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Brainerd acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous surfacing, ADA improvement, and traffic signal systems construction and other associated construction upon, along and adjacent to Trunk Highway No. 371B from Joseph Street to Trunk Highway 210 / Washington Street according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 1814-06 (T.H. 371B=337) ("Project"); and
2. The City has requested the State include in its Project water main, sanitary sewer, and traffic signal construction; and
3. The City wishes to participate in the costs of the water main, sanitary sewer, and traffic signal construction and associated construction engineering; and
4. A separate agreement between the State and the Burlington Northern Santa Fe Railway Company will address railroad flagging required for the City requested work; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal Systems and EVP

Systems Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 1814-06 (T.H. 371B=337) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and incorporated into this Agreement by reference.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. Direction, Supervision and Inspection of Construction.

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, work orders, change orders, and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, work orders, change orders, and supplemental agreements to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. Permits.

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the trunk highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).
- B. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C,

either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

- 2.6. Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.2. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.4. Additional Drainage.** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Baxter and is incorporated into this Agreement by reference.

4. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and EVP Systems on T.H. 371B at Quince Street, Oak Street, Laurel Street and Washington Street, and for the Interconnect on T.H. 371B from Quince Street to Washington Street.

4.1. City Responsibilities.

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
- i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

- iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
- iv. Clean the Signal Systems and luminaire mast arm extensions.
- v. Paint and maintain the pedestrian crosswalk markings on the local and T.H. 371B legs of the signalized intersections and T.H. 371B crossing at Front Street.

4.2. *State Responsibilities.*

- A. ***Interconnect; Timing; Other Maintenance.*** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. ***Battery Backup Replacement Batteries.*** The State is responsible for maintaining the battery backup system and replacement batteries for the traffic signal on the intersection of T.H. 371B and Washington Street (T.H. 210).
- C. ***EVP Systems Operation.*** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP Systems must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP Systems must be reported to the State immediately.
 - iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP Systems will be determined by the State.

4.3. ***Right-of-Way Access.*** Each party authorizes the other party to enter upon their respective public Right-of-Way to perform the maintenance activities described in this Agreement.

4.4. ***Related Agreements.*** This agreement will supersede and terminate the operation and maintenance terms of Agreement No. 73625, dated June 22, 1995, between the parties, for the intersections of T.H. 371B at Quince Street, Oak Street and Laurel Street. All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 62004 dated March 19, 1984, for the existing traffic control signals on T.H. 371B at Washington Street will remain in full force and effect.

5. **Basis of City Cost**

5.1. ***Schedule "I".*** The Preliminary Schedule "I" includes all anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

5.2. ***City Participation Construction.*** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory, and traffic control.

- A. 100 Percent will be the City's rate of cost participation in all of the sanitary sewer and water main construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 through No. 3 of the Preliminary Schedule "I".

- B. 50 Percent will be the City's rate of cost participation in all of the traffic control signal system construction for systems A, B and C as shown on Sheet No. 4 of the Preliminary Schedule "I".
- C. 25 Percent will be the City's rate of cost participation in all of the traffic control signal system construction for system D as shown on Sheet No. 4 of the Preliminary Schedule "I".

5.3. State Furnished Materials. The State will furnish a "R" cabinets, fiber optics, camera, and master controller ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for State Furnished Materials is \$52,831.87. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".

5.4. Construction Engineering Costs. The City will pay a construction engineering charge equal to 5 percent of the total City participation of water main and sanitary sewer construction. The City will pay a construction engineering charge equal to 8 percent of the total City participation of traffic signal construction covered under this Agreement.

5.5. Plan Changes, Additional Construction, Etc. The City will share in the costs of construction contract addenda, work order, change orders, and supplemental agreements that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, work orders, change orders, and supplemental agreements, and associated construction engineering before the completion of the contract construction.

5.6. Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. City Cost and Payment by the City

6.1. City Cost. \$1,860,335.81 is the City's estimated share of the costs of the contract construction, State Furnished Materials and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this agreement.

6.2. Conditions of Payment. The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

6.3. Acceptance of the City's Cost and Completed Construction. The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

6.4. Final Payment by the City. Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the

difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

7.2. The City's Authorized Representative will be:

Name/Title: Paul Sandy, City Engineer (or successor)
Address: 501 Laurel Street, Brainerd, MN 56401
Telephone: (218) 828-2309
E-Mail: psandy@ci.brainerd.mn.us

8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims

- 9.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

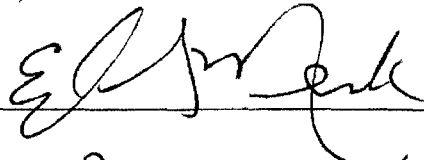
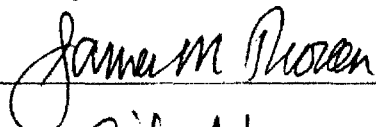
15. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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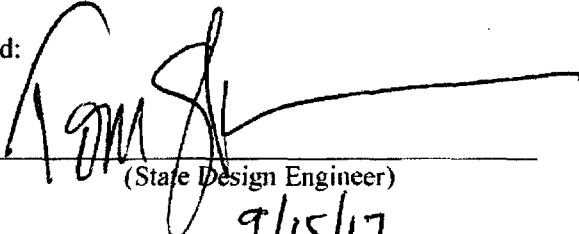
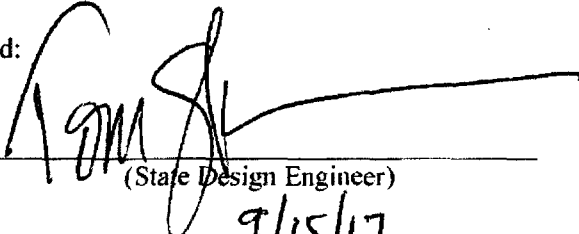
CITY OF BRAINERD

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

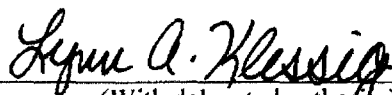
By: 
Title: Mayor
Date: 9/7/17
By: 
Title: City Administrator
Date: 9/6/17

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: 
(District Engineer)
Date: 8/28/17
Approved: 
By: 
(State Design Engineer)
Date: 9/15/17

COMMISSIONER OF ADMINISTRATION

By: 
(With delegated authority)
Date: 9/21/2017

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

RESOLUTION
NO. 45:17

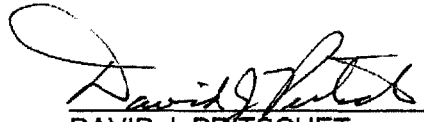
MNDOT COOPERATIVE AGREEMENT

BE IT RESOLVED, that the City of Brainerd enter into MnDOT Agreement No. 1028545 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the water main, sanitary sewer, and traffic signal construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 371B from Joseph Street to Trunk Highway 210/Washington Street within the corporate City limits under State Project No. 1814-06 (371B=337) and State Aid Project No. 108-010-007.

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Adopted this 5th day of September, 2017


DAVID J. PRITSCHET
President of the Council

Approved this 6th day of September, 2017


EDWIN L. MENK
Mayor

ATTEST:


JAMES M. THOREEN
City Administrator

PRELIMINARY SCHEDULE "I"

Agreement No. 1028545

City of Brainerd

S.P. 1814-06 (TH 371B),

S.A.P. 108-010-007

Local Funds

Preliminary: August 17, 2017

Construction to start approximately ____ under
State Contract No. ____ with ____
located on T.H. 371B in City of Brainerd.

CITY COST PARTICIPATION

	STATE AID FUNDS	CITY FUNDS
	S.A.P. 108-010-007	S.P. 1814-06
From Sheet No. 2 - Water Main and Sanitary Sewer		1,333,555.50
From Sheet No. 3 - Traffic Signal	373,189.00	
Signal System "A" State Furnished Materials - "R" Cabinet	14,191.66	
Signal System "B" State Furnished Materials - "R" Cabinet	14,191.66	
Signal System "C" State Furnished Materials- "R" Cabinet	14,191.66	
Signal System "D" State Furnished Materials- "R" Cabinet, Master Controller, Fiber, and Cameras	10,256.90	
Subtotal	\$426,020.87	\$1,333,555.50
(1) Construction Engineering - 8%	34,081.67	
(2) Construction Engineering - 5%		66,677.78
Subtotal City Cost	\$460,102.53	\$1,400,233.28
(3) Total City Cost		\$1,860,335.81

- (1) Construction engineering for traffic signal construction
- (2) Construction engineering for water main and sanitary sewer construction (administration, survey & staking)
- (3) Amount of advance payment as described in Article 6.1 of the agreement (estimated amount)

(1) 100% CITY
(P) = PLAN QUANTITY

1028545

ITEM NUMBER	S.P. 1814-06 WORK ITEM - SANITARY SEWER AND WATER MAIN REPLACEMENT	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.26	407,300.00	105,898.00
2031.501	FIELD OFFICE TYPE D	EACH	0.26	10,000.00	2,600.00
2031.503	FIELD LABORATORY TYPE D	EACH	0.26	10,000.00	2,600.00
2101.502	CLEARING	TREE	1.00	200.00	200.00
2101.507	GRUBBING	TREE	1.00	200.00	200.00
2104.501	REMOVE WATER MAIN	LIN FT	6,711.00	3.00	20,133.00
2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	11,003.00	3.00	33,009.00
2104.501	REMOVE WATER SERVICE PIPE	LIN FT	3,419.00	3.00	10,257.00
2104.501	REMOVE CURB AND GUTTER	LIN FT	267.00	3.00	801.00
2104.505	REMOVE BITUMINOUS PAVEMENT	(P) SQ YD	1,295.00	3.50	4,532.50
2104.509	REMOVE MANHOLE	EACH	27.00	250.00	6,750.00
2104.509	REMOVE CASTING	EACH	5.00	50.00	250.00
2104.509	REMOVE GATE VALVE AND BOX	EACH	27.00	100.00	2,700.00
2104.509	REMOVE CURB STOP AND BOX	EACH	91.00	40.00	3,640.00
2104.509	REMOVE HYDRANT	EACH	8.00	300.00	2,400.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	661.00	2.50	1,652.50
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	277.00	52.00	14,404.00
2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	131.00	50.00	6,550.00
2503.511	4" PVC PIPE SEWER	LIN FT	60.00	15.00	900.00
2503.511	6" PVC PIPE SEWER	LIN FT	3,329.00	20.00	66,580.00
2503.511	8" PVC PIPE SEWER	LIN FT	6,450.00	30.00	193,500.00
2503.511	12" PVC PIPE SEWER	LIN FT	84.00	35.00	2,940.00
2503.511	15" PVC PIPE SEWER	LIN FT	20.00	50.00	1,000.00
2503.602	SANITARY SEWER SERVICE	EACH	85.00	300.00	25,500.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	14.00	1,000.00	14,000.00
2503.602	4" CLEAN-OUT ASSEMBLY	EACH	7.00	150.00	1,050.00
2503.602	8" CLEAN-OUT ASSEMBLY	EACH	2.00	175.00	350.00
2503.603	PLUG FILL AND ABANDON PIPE SEWER	LIN FT	823.00	10.00	8,230.00
2503.603	8" HDPE PIPE SEWER	LIN FT	88.00	50.00	4,400.00
2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1.00	50,000.00	50,000.00
2504.602	2" CORPORATION STOP	EACH	1.00	150.00	150.00
2504.602	2" CURB STOP AND BOX	EACH	1.00	250.00	250.00
2504.602	18" GATE VALVE AND BOX	EACH	1.00	3,750.00	3,750.00
2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	79.00	60.00	4,740.00

(1) 100% CITY

1028545

ITEM NUMBER	S.P. 1814-06 WORK ITEM - SANITARY SEWER AND WATER MAIN REPLACEMENT	UNIT	QUANTITY	UNIT PRICE	COST (1)
2504.602	12" GATE VALVE AND BOX	EACH	2.00	3,000.00	6,000.00
2504.602	10" GATE VALVE AND BOX	EACH	3.00	2,750.00	8,250.00
2504.602	1" CORPORATION STOP	EACH	85.00	125.00	10,625.00
2504.602	1" CURB STOP AND BOX	EACH	85.00	200.00	17,000.00
2504.602	16" GATE VALVE AND BOX	EACH	6.00	3,500.00	21,000.00
2504.602	6" GATE VALVE AND BOX	EACH	16.00	1,500.00	24,000.00
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	16.00	1,700.00	27,200.00
2504.602	HYDRANT	EACH	8.00	4,000.00	32,000.00
2504.602	8" GATE VALVE AND BOX	EACH	22.00	2,000.00	44,000.00
2504.603	2" TYPE K COPPER PIPE	LIN FT	30.00	35.00	1,050.00
2504.603	18" WATERMAIN DUCTILE IRON CL 52	LIN FT	70.00	90.00	6,300.00
2504.603	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	115.00	60.00	6,900.00
2504.603	WATER SERVICE (DIRECTIONAL DRILLED)	LIN FT	87.00	150.00	13,050.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	568.00	30.00	17,040.00
2504.603	10" WATERMAIN DUCTILE IRON CL 52	LIN FT	582.00	50.00	29,100.00
2504.603	1" TYPE K COPPER PIPE	LIN FT	3,090.00	25.00	77,250.00
2504.603	16" WATERMAIN DUCTILE IRON CL 52	LIN FT	1,514.00	75.00	113,550.00
2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	3,886.00	35.00	136,010.00
2504.604	4" INSULATION	SQ YD	160.00	40.00	6,400.00
2504.608	DUCTILE IRON FITTINGS	POUND	6,513.00	4.50	29,308.50
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	LIN FT	90.00	100.00	9,000.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	EACH	19.00	3,000.00	57,000.00
2506.602	PLUG AND ABANDON DRAINAGE STRUCTURE	EACH	4.00	1,000.00	4,000.00
2506.602	CASTING ASSEMBLY SPECIAL	EACH	8.00	750.00	6,000.00
2506.603	CONSTRUCT 8" OUTSIDE DROP	LIN FT	15.00	300.00	4,500.00
2521.501	4" CONCRETE WALK	SQ FT	100.00	4.00	400.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	46.00	25.00	1,150.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	179.00	25.00	4,475.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.26	94,000.00	24,440.00
2575.505	SODDING TYPE LAWN	SQ YD	80.00	8.00	640.00
				TOTAL	\$1,333,555.50
			(1) 100% CITY TOTAL	\$1,333,555.50	

(2) 100% CITY STATE AID

1028545

ITEM NUMBER	SAP 108-010-007 WORK ITEM - TRAFFIC SIGNAL	UNIT	QUANTITY	UNIT PRICE	COST (2)
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM A	SIG SYS	0.50	224,253.40	112,126.70
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM B	SIG SYS	0.50	214,204.50	107,102.25
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM C	SIG SYS	0.50	202,184.00	101,092.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM D	SIG SYS	0.25	211,472.20	52,868.05
					\$373,189.00
		(2) 100% CITY - STATE AID		\$373,189.00	
	SIGNAL SYSTEM "A" STATE FURNISHED MATERIALS - "R" CABINET	LUMP SUM	0.50	28,383.31	14,191.66
	SIGNAL SYSTEM "B" STATE FURNISHED MATERIALS - "R" CABINET	LUMP SUM	0.50	28,383.31	14,191.66
	SIGNAL SYSTEM "C" STATE FURNISHED MATERIALS - "R" CABINET	LUMP SUM	0.50	28,383.31	14,191.66
	SIGNAL SYSTEM "D" STATE FURNISHED MATERIALS - "R" CABINET, MASTER CONTROLLER, FIBER, & CAMERAS	LUMP SUM	0.25	41,027.60	10,256.90
				(2) TOTAL	52,831.87
		(2) 100% CITY - STATE AID		\$52,831.87	

REVISED SCHEDULE "I"**Agreement No. 1028545****City of Brainerd**

S.P. 1814-06 (TH 371B),

S.A.P. 108-010-007

Local Funds

Preliminary: August 17, 2017

Revised: September 25, 2017

Construction to start approximately September 22, 2017 under
State Contract No. 170136 with Tom's Backhoe Service, Inc.
located on T.H. 371B in City of Brainerd.

CITY COST PARTICIPATION

	STATE AID FUNDS	CITY FUNDS
	S.A.P. 108-010-007	S.P. 1814-06
From Sheet No. 2 - Water Main and Sanitary Sewer		1,387,174.00
From Sheet No. 3 - Traffic Signal	315,500.00	
Signal System "A" State Furnisged Materials - "R" Cabinet	14,191.66	
Signal System "B" State Furnisged Materials - "R" Cabinet	14,191.66	
Signal System "C" State Furnisged Materials- "R" Cabinet	14,191.66	
Signal System "D" State Furnisged Materials- "R" Cabinet, Master Controller, Fiber, and Cameras	10,256.90	
Subtotal	\$368,331.87	\$1,387,174.00
(1) Construction Engineering - 8%	29,466.55	
(2) Construction Engineering - 5%		69,358.70
Subtotal City Cost	\$397,798.41	\$1,456,532.70
(3) Total City Cost		\$1,854,331.11

(1) Construction engineering for traffic signal construction

(2) Construction engineering for water main and sanitary sewer construction (administration, survey & staking)

(3) Amount of advance payment as described in Article 6.1 of the Agreement

100% CITY
(P) = PLAN QUANTITY

1028545

ITEM NUMBER	S.P. 1814-06 WORK ITEM - SANITARY SEWER AND WATER MAIN REPLACEMENT	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.26	150,000.00	39,000.00
2031.501	FIELD OFFICE TYPE D	EACH	0.26	20,000.00	5,200.00
2031.503	FIELD LABORATORY TYPE D	EACH	0.26	20,000.00	5,200.00
2101.502	CLEARING	TREE	1.00	250.00	250.00
2101.507	GRUBBING	TREE	1.00	250.00	250.00
2104.501	REMOVE WATER MAIN	LIN FT	6,711.00	2.00	13,422.00
2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	11,003.00	2.00	22,006.00
2104.501	REMOVE WATER SERVICE PIPE	LIN FT	3,419.00	2.00	6,838.00
2104.501	REMOVE CURB AND GUTTER	LIN FT	267.00	5.00	1,335.00
2104.505	REMOVE BITUMINOUS PAVEMENT	(P) SQ YD	1,295.00	2.00	2,590.00
2104.509	REMOVE MANHOLE	EACH	27.00	250.00	6,750.00
2104.509	REMOVE CASTING	EACH	5.00	100.00	500.00
2104.509	REMOVE GATE VALVE AND BOX	EACH	27.00	100.00	2,700.00
2104.509	REMOVE CURB STOP AND BOX	EACH	91.00	50.00	4,550.00
2104.509	REMOVE HYDRANT	EACH	8.00	250.00	2,000.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	661.00	3.00	1,983.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	277.00	47.00	13,019.00
2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	131.00	45.00	5,895.00
2503.511	4" PVC PIPE SEWER	LIN FT	60.00	25.00	1,500.00
2503.511	6" PVC PIPE SEWER	LIN FT	3,329.00	24.00	79,896.00
2503.511	8" PVC PIPE SEWER	LIN FT	6,450.00	30.00	193,500.00
2503.511	12" PVC PIPE SEWER	LIN FT	84.00	90.00	7,560.00
2503.511	15" PVC PIPE SEWER	LIN FT	20.00	200.00	4,000.00
2503.602	SANITARY SEWER SERVICE	EACH	85.00	850.00	72,250.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	14.00	400.00	5,600.00
2503.602	4" CLEAN-OUT ASSEMBLY	EACH	7.00	300.00	2,100.00
2503.602	8" CLEAN-OUT ASSEMBLY	EACH	2.00	500.00	1,000.00
2503.603	PLUG FILL AND ABANDON PIPE SEWER	LIN FT	823.00	5.00	4,115.00
2503.603	8" HDPE PIPE SEWER	LIN FT	88.00	250.00	22,000.00
2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1.00	30,000.00	30,000.00
2504.602	2" CORPORATION STOP	EACH	1.00	650.00	650.00
2504.602	2" CURB STOP AND BOX	EACH	1.00	750.00	750.00
2504.602	18" GATE VALVE AND BOX	EACH	1.00	15,400.00	15,400.00
2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	79.00	200.00	15,800.00

(1) 100% CITY

1028545

ITEM NUMBER	S.P. 1814-06 WORK ITEM - SANITARY SEWER AND WATER MAIN REPLACEMENT	UNIT	QUANTITY	UNIT PRICE	COST (1)
2504.602	12" GATE VALVE AND BOX	EACH	2.00	3,600.00	7,200.00
2504.602	10" GATE VALVE AND BOX	EACH	3.00	2,800.00	8,400.00
2504.602	1" CORPORATION STOP	EACH	85.00	250.00	21,250.00
2504.602	1" CURB STOP AND BOX	EACH	85.00	350.00	29,750.00
2504.602	16" GATE VALVE AND BOX	EACH	6.00	9,800.00	58,800.00
2504.602	6" GATE VALVE AND BOX	EACH	16.00	1,800.00	28,800.00
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	16.00	1,600.00	25,600.00
2504.602	HYDRANT	EACH	8.00	4,400.00	35,200.00
2504.602	8" GATE VALVE AND BOX	EACH	22.00	2,200.00	48,400.00
2504.603	2" TYPE K COPPER PIPE	LIN FT	30.00	40.00	1,200.00
2504.603	18" WATERMAIN DUCTILE IRON CL 52	LIN FT	70.00	120.00	8,400.00
2504.603	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	115.00	65.00	7,475.00
2504.603	WATER SERVICE (DIRECTIONAL DRILLED)	LIN FT	87.00	100.00	8,700.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	568.00	35.00	19,880.00
2504.603	10" WATERMAIN DUCTILE IRON CL 52	LIN FT	582.00	50.00	29,100.00
2504.603	1" TYPE K COPPER PIPE	LIN FT	3,090.00	20.00	61,800.00
2504.603	16" WATERMAIN DUCTILE IRON CL 52	LIN FT	1,514.00	75.00	113,550.00
2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	3,886.00	33.00	128,238.00
2504.604	4" INSULATION	SQ YD	160.00	15.00	2,400.00
2504.608	DUCTILE IRON FITTINGS	POUND	6,513.00	5.00	32,565.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	LIN FT	90.00	300.00	27,000.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	EACH	19.00	3,800.00	72,200.00
2506.602	PLUG AND ABANDON DRAINAGE STRUCTURE	EACH	4.00	300.00	1,200.00
2506.602	CASTING ASSEMBLY SPECIAL	EACH	8.00	250.00	2,000.00
2506.603	CONSTRUCT 8" OUTSIDE DROP	LIN FT	15.00	350.00	5,250.00
2521.501	4" CONCRETE WALK	SQ FT	100.00	3.95	395.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	46.00	22.00	1,012.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	179.00	20.00	3,580.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.26	29,000.00	7,540.00
2575.505	SODDING TYPE LAWN	SQ YD	80.00	8.50	680.00
				TOTAL	\$1,387,174.00
(1) 100% CITY TOTAL			\$1,387,174.00		

ITEM NUMBER	SAP 108-010-007 WORK ITEM - TRAFFIC SIGNAL	UNIT	QUANTITY	UNIT PRICE	COST (2)
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM A	SIG SYS	0.50	185,000.00	92,500.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM B	SIG SYS	0.50	188,000.00	94,000.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM C	SIG SYS	0.50	178,000.00	89,000.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM D	SIG SYS	0.25	160,000.00	40,000.00
					\$315,500.00
		(2) 100% CITY - STATE AID		\$315,500.00	
	SIGNAL SYSTEM "A" STATE FURNISHED MATERIALS - "R" CABINET	LUMP SUM	0.50	28,383.31	14,191.66
	SIGNAL SYSTEM "B" STATE FURNISHED MATERIALS - "R" CABINET	LUMP SUM	0.50	28,383.31	14,191.66
	SIGNAL SYSTEM "C" STATE FURNISHED MATERIALS - "R" CABINET	LUMP SUM	0.50	28,383.31	14,191.66
	SIGNAL SYSTEM "D" STATE FURNISHED MATERIALS - "R" CABINET, MASTER CONTROLLER, FIBER, & CAMERAS	LUMP SUM	0.25	41,027.60	10,256.90
				(2) TOTAL	52,831.87
		(2) 100% CITY - STATE AID		\$52,831.87	

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF BRAINERD
AMENDMENT NO. 1**

State Project Number (S.P.):	<u>1814-06</u>	Original Amount Receivable
		<u>\$1,860,335.81</u>
Trunk Highway Number (T.H.):	<u>371B=337</u>	
State Aid Number (S.A.P.):	<u>108-010-007</u>	Amended Amount Receivable
Federal Project Number:	<u>NHPP 0371(314)</u>	<u>\$7,867.04</u>
		Total City Obligation
		<u>\$1,868,202.85</u>

This Amendment is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Brainerd acting through its City Council ("City").

Recitals

1. The State has a contract with the City identified as MnDOT Contract No. 1028545 ("Original Contract") to provide payment by the City to the State for the City's share of the costs of the grading, bituminous surfacing, ADA improvement, and traffic signal systems construction and other associated construction upon, along and adjacent to Trunk Highway No. 371B from Joseph Street to Trunk Highway 210 / Washington Street under State Project No. 1814-06 (T.H. 371B=337); and
2. This Agreement is amended to accurately reflect the correct construction engineering cost for water main and sanitary sewer construction; and
3. The State and the City are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 1.5 is amended as follows:

1.5 Exhibits. ~~Preliminary~~ Amended Revised Schedule "I" is on file in the office of the City Engineer and incorporated into this Agreement by reference.

REVISION 2. Article 5.1 is amended as follows:

5.1 Schedule "I". The ~~Preliminary~~ Amended Revised Schedule "I" includes all anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on ~~engineer's estimated~~ contractor's unit prices.

REVISION 3. Article 5.2 is amended as follows:

5.2 City Participation Construction. The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory, and traffic control.

- A. 100 Percent will be the City's rate of cost participation in all of the sanitary sewer and water main construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 through No. 3 of the ~~Preliminary~~ Amended Revised Schedule "I".
- B. 50 Percent will be the City's rate of cost participation in all of the traffic control signal system construction for systems A, B and C as shown on Sheet No. 4 of the ~~Preliminary~~ Amended Revised Schedule "I".

- C. 25 Percent will be the City's rate of cost participation in all of the traffic control signal system construction for system D as shown on Sheet No. 4 of the ~~Preliminary~~ Amended Revised Schedule "I".

REVISION 4. Article 5.4 is amended as follows:

5.4 Construction Engineering Costs. The City will pay a construction engineering charge equal to ~~5~~ 6 percent of the total City participation of water main and sanitary sewer construction. The City will pay a construction engineering charge equal to 8 percent of the total City participation of traffic signal construction covered under this Agreement.

REVISION 5. Article 6.1 is amended as follows:

6.1 City Cost. ~~\$1,860,335.81~~ \$1,868,202.85 is the City's estimated share of the costs of the contract construction, State Furnished Materials and the construction engineering cost share as shown in the ~~Preliminary~~ Amended Revised Schedule "I". The ~~Preliminary~~ Amended Revised Schedule "I" was prepared using ~~estimated quantities and contractor's unit prices, and may include any credits or lump sum costs.~~ Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the ~~Preliminary~~ Revised Schedule "I" as part of this agreement.

REVISION 6. Article 6.2 is amended as follows:

6.2 Conditions of Payment. The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Amended Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Amended Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[The remainder of this page has been intentionally left blank]

CITY OF BRAINERD

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

AMENDED REVISED SCHEDULE "I"**Agreement No. 1028545****City of Brainerd**

S.P. 1814-06 (TH 371B),

Preliminary: August 17, 2017

S.A.P. 108-010-007

Revised: September 25, 2017

Local Funds

Revised: May 29, 2018

Construction to start approximately September 22, 2017 under
State Contract No. 170136 with Tom's Backhoe Service, Inc.
located on T.H. 371B in City of Brainerd.

CITY COST PARTICIPATION

	STATE AID FUNDS	CITY FUNDS
	S.A.P. 108-010-007	S.P. 1814-06
From Sheet No. 2 - Water Main and Sanitary Sewer		1,387,174.00
From Sheet No. 3 - Traffic Signal	315,500.00	
Signal System "A" State Furnisged Materials - "R" Cabinet	14,191.66	
Signal System "B" State Furnisged Materials - "R" Cabinet	14,191.66	
Signal System "C" State Furnisged Materials- "R" Cabinet	14,191.66	
Signal System "D" State Furnisged Materials- "R" Cabinet, Master Controller, Fiber, and Cameras	10,256.90	
Subtotal	\$368,331.87	\$1,387,174.00
(1) Construction Engineering - 8%	29,466.55	
(2) Construction Engineering - 6%		83,230.44
Subtotal City Cost	\$397,798.41	\$1,470,404.44
(3) Total City Cost		\$1,868,202.85

(1) Construction engineering for traffic signal construction

(2) Construction engineering for water main and sanitary sewer construction (administration, survey & staking)

(3) Amount of advance payment as described in Article 6.1 of the Agreement

(1) 100% CITY
(P) = PLAN QUANTITY

1028545

ITEM NUMBER	S.P. 1814-06 WORK ITEM - SANITARY SEWER AND WATER MAIN REPLACEMENT	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.26	150,000.00	39,000.00
2031.501	FIELD OFFICE TYPE D	EACH	0.26	20,000.00	5,200.00
2031.503	FIELD LABORATORY TYPE D	EACH	0.26	20,000.00	5,200.00
2101.502	CLEARING	TREE	1.00	250.00	250.00
2101.507	GRUBBING	TREE	1.00	250.00	250.00
2104.501	REMOVE WATER MAIN	LIN FT	6,711.00	2.00	13,422.00
2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	11,003.00	2.00	22,006.00
2104.501	REMOVE WATER SERVICE PIPE	LIN FT	3,419.00	2.00	6,838.00
2104.501	REMOVE CURB AND GUTTER	LIN FT	267.00	5.00	1,335.00
2104.505	REMOVE BITUMINOUS PAVEMENT (P)	SQ YD	1,295.00	2.00	2,590.00
2104.509	REMOVE MANHOLE	EACH	27.00	250.00	6,750.00
2104.509	REMOVE CASTING	EACH	5.00	100.00	500.00
2104.509	REMOVE GATE VALVE AND BOX	EACH	27.00	100.00	2,700.00
2104.509	REMOVE CURB STOP AND BOX	EACH	91.00	50.00	4,550.00
2104.509	REMOVE HYDRANT	EACH	8.00	250.00	2,000.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	661.00	3.00	1,983.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	277.00	47.00	13,019.00
2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	131.00	45.00	5,895.00
2503.511	4" PVC PIPE SEWER	LIN FT	60.00	25.00	1,500.00
2503.511	6" PVC PIPE SEWER	LIN FT	3,329.00	24.00	79,896.00
2503.511	8" PVC PIPE SEWER	LIN FT	6,450.00	30.00	193,500.00
2503.511	12" PVC PIPE SEWER	LIN FT	84.00	90.00	7,560.00
2503.511	15" PVC PIPE SEWER	LIN FT	20.00	200.00	4,000.00
2503.602	SANITARY SEWER SERVICE	EACH	85.00	850.00	72,250.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	14.00	400.00	5,600.00
2503.602	4" CLEAN-OUT ASSEMBLY	EACH	7.00	300.00	2,100.00
2503.602	8" CLEAN-OUT ASSEMBLY	EACH	2.00	500.00	1,000.00
2503.603	PLUG FILL AND ABANDON PIPE SEWER	LIN FT	823.00	5.00	4,115.00
2503.603	8" HDPE PIPE SEWER	LIN FT	88.00	250.00	22,000.00
2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1.00	30,000.00	30,000.00
2504.602	2" CORPORATION STOP	EACH	1.00	650.00	650.00
2504.602	2" CURB STOP AND BOX	EACH	1.00	750.00	750.00
2504.602	18" GATE VALVE AND BOX	EACH	1.00	15,400.00	15,400.00
2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	79.00	200.00	15,800.00

ITEM NUMBER	S.P. 1814-06 WORK ITEM - SANITARY SEWER AND WATER MAIN REPLACEMENT	UNIT	QUANTITY	UNIT PRICE	COST (1)
2504.602	12" GATE VALVE AND BOX	EACH	2.00	3,600.00	7,200.00
2504.602	10" GATE VALVE AND BOX	EACH	3.00	2,800.00	8,400.00
2504.602	1" CORPORATION STOP	EACH	85.00	250.00	21,250.00
2504.602	1" CURB STOP AND BOX	EACH	85.00	350.00	29,750.00
2504.602	16" GATE VALVE AND BOX	EACH	6.00	9,800.00	58,800.00
2504.602	6" GATE VALVE AND BOX	EACH	16.00	1,800.00	28,800.00
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	16.00	1,600.00	25,600.00
2504.602	HYDRANT	EACH	8.00	4,400.00	35,200.00
2504.602	8" GATE VALVE AND BOX	EACH	22.00	2,200.00	48,400.00
2504.603	2" TYPE K COPPER PIPE	LIN FT	30.00	40.00	1,200.00
2504.603	18" WATERMAIN DUCTILE IRON CL 52	LIN FT	70.00	120.00	8,400.00
2504.603	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	115.00	65.00	7,475.00
2504.603	WATER SERVICE (DIRECTIONAL DRILLED)	LIN FT	87.00	100.00	8,700.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	568.00	35.00	19,880.00
2504.603	10" WATERMAIN DUCTILE IRON CL 52	LIN FT	582.00	50.00	29,100.00
2504.603	1" TYPE K COPPER PIPE	LIN FT	3,090.00	20.00	61,800.00
2504.603	16" WATERMAIN DUCTILE IRON CL 52	LIN FT	1,514.00	75.00	113,550.00
2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	3,886.00	33.00	128,238.00
2504.604	4" INSULATION	SQ YD	160.00	15.00	2,400.00
2504.608	DUCTILE IRON FITTINGS	POUND	6,513.00	5.00	32,565.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	LIN FT	90.00	300.00	27,000.00
2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	EACH	19.00	3,800.00	72,200.00
2506.602	PLUG AND ABANDON DRAINAGE STRUCTURE	EACH	4.00	300.00	1,200.00
2506.602	CASTING ASSEMBLY SPECIAL	EACH	8.00	250.00	2,000.00
2506.603	CONSTRUCT 8" OUTSIDE DROP	LIN FT	15.00	350.00	5,250.00
2521.501	4" CONCRETE WALK	SQ FT	100.00	3.95	395.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	46.00	22.00	1,012.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	179.00	20.00	3,580.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.26	29,000.00	7,540.00
2575.505	SODDING TYPE LAWN	SQ YD	80.00	8.50	680.00
				TOTAL	\$1,387,174.00
	(1) 100% CITY TOTAL		\$1,387,174.00		

[illegible]



Brainerd City Council Agenda Request

Requested Meeting Date: June 18, 2018

Title of Item: Stone Arch Repair - Gregory Park

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Alderman Bevans requested an informational item regarding the repair of the stone arch at Gregory Park.	
Alternatives, Options, Effects on Others/Comments: Informational.	
Recommended Action/Motion: No motion, informational only.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



Brainerd City Council Agenda Request

Requested Meeting Date: June 18, 2018

Title of Item: 5-Year Street and Sewer Capital Plan Public Hearing

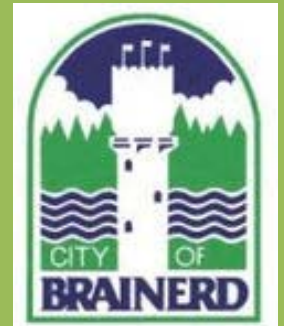
☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☒ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 15 Minutes
Summary of Issue: At the May 21, 2018 Council Meeting, the Council set a public hearing for consideration of the 5-year street and sewer capital plan. The plan has also been posted to the website for a couple of month's for public viewing.	
Alternatives, Options, Effects on Others/Comments: Staff will have a short presentation on the contents of the capital plan. Once the presentation is finished, the public hearing can be opened to receive public input on the plan. The Council has the opportunity to adopt the plan tonight or direct staff to make modifications, additions, or subtractions to the plan as deemed appropriate. A copy of the presentation slides is attached to this request. The full plan can be viewed at http://www.ci.brainerd.mn.us/509/5-Year-Capital-Improvement-Plan .	
Recommended Action/Motion: Staff recommends holding the public hearing for the draft 5-year street and sewer capital plan. Staff also recommends adoption as the plan as presented.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

City of Brainerd 2018 5-Year Street and Sewer Capital Improvement Plan



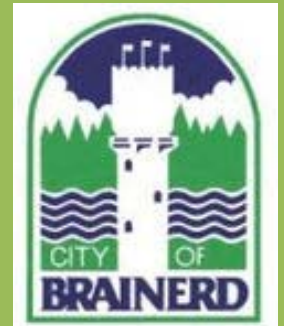
PURPOSE

- What is a 5-year CIP? Why is it important?
- The 5-year CIP outlines repair and replacement of:
 - Streets
 - Storm Sewer
 - Sanitary Sewer
- Estimated costs of projects for 2018-2022



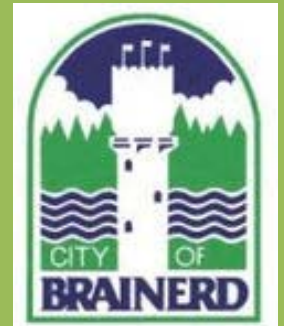
IMPORTANCE OF A 5-YEAR CIP

- Serves as a “road map” for future improvements.
- Includes project specific cost estimates.
- Assists in prioritizing needs for improvements based pavement scores and underground utility condition.
- Identifies revenue sources for project costs.
- Guides City Council and staff



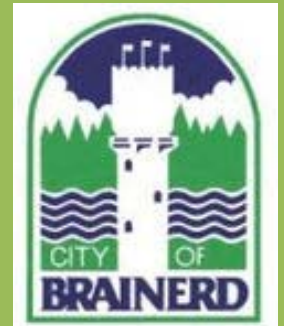
IMPORTANCE OF A 5-YEAR CIP

- Adjustments to 5-Year CIP are important
 - Improvement needs can change
 - Financial complications may cause project delays
 - Difficulty obtaining permits or approvals
- The following year of the CIP will be presented annually
In the fall of the year prior.



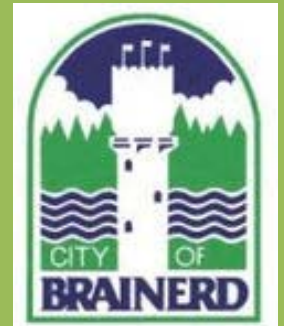
BUILDING THE 5-YEAR CIP

- The following is used to determine priority areas for Potential improvements
 - Pavement management system (data from 2005, 2012, 2015, 2018 to be presented at next meeting)
 - Communication with City maintenance staff
 - Areas requiring frequent temporary repairs
 - Resident concerns



BUILDING THE 5-YEAR CIP

- Estimation of project costs
 - Provides information to allow for budgeting
 - How much is feasible?
 - Identifies improvement funding sources
 - Are we doing enough to maintain assets?



BUILDING THE 5-YEAR CIP

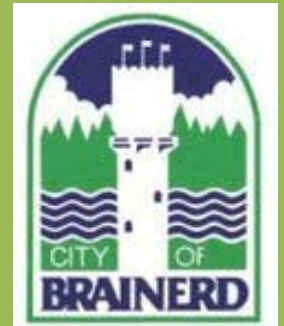
Street System

City maintains approximately 83.06 miles of streets

- 19.21 miles eligible for State Aid Funding

Comprehensive Pavement Management System

- Provides street rating scores
- Shows street segments which are in poor condition
- Approximately 2 miles of streets per year upon average 40 year life of pavement and 80 year life of curb (fluctuates based upon what segments make the most sense)



BUILDING THE 5-YEAR CIP

Sanitary Sewer System

City operates and maintains approx. 76.03 miles of pipes

- 54.3% is vitrified clay pipe

Communication with City maintenance staff

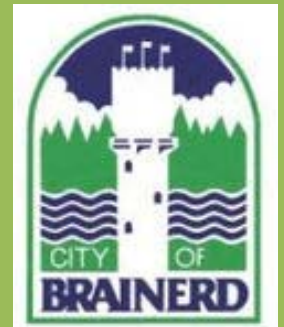
- Where are spot repairs/maintenance frequent?

Still need to determine priority locations

- \$400,000/year for sanitary replacement
- \$50,000/block average or 8 blocks/year for

Replacement (varies based on size, depth, and location)

- Staff working through manhole rehabilitation and cured in place pipe lining specifications so that costs may be determined (anticipate that this technology will cost much less).

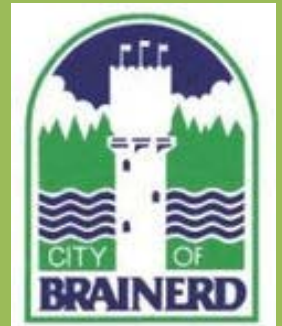


BUILDING THE 5-YEAR CIP

Grouping projects together by year

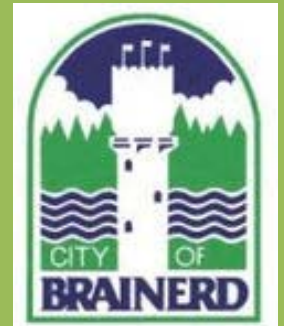
- Another factor used when building 5-year CIP
- Can drive project costs down

Council will notice the grouping of projects in N, S, NW
NE, SW, SE



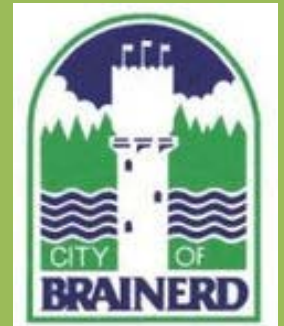
2018

- Total project costs estimated at \$3,303,000
 - 0.75 miles of street resurfacing or reconstruction
 - 8 blocks of sanitary sewer replacement or rehab
 - S 6th Street/Highway 371B



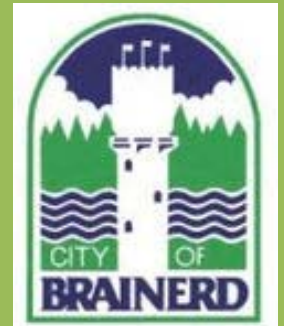
2018 Capital Improvement Plan

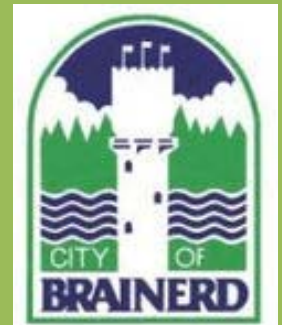
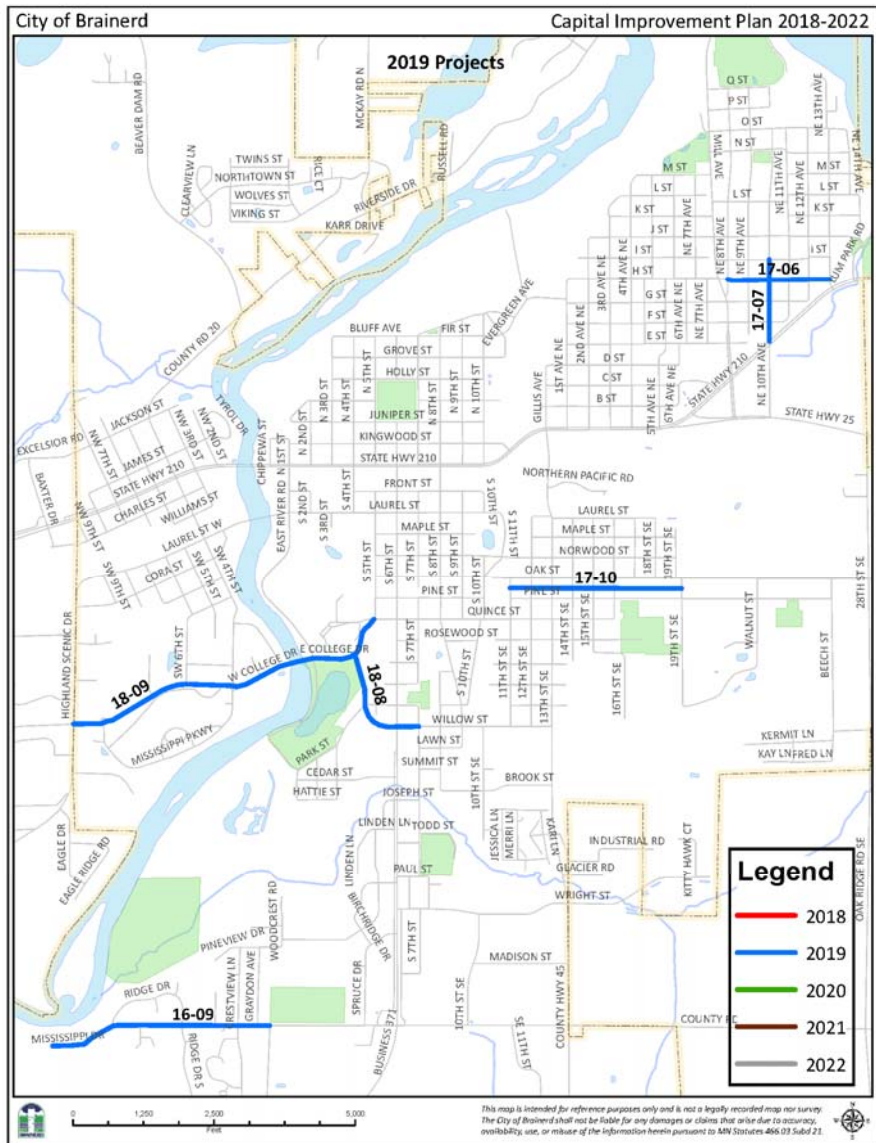
Improvement Year	Project #	Project Name	GO Bonds	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost
2018											
		2018 Crack Filling	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
		2018 Seal Coat	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
		2018 Street Patching	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
		2018 Street Striping	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
12-14		S 6th St (B371) Reconstruction	\$0	\$0	\$0	\$398,000	\$600,000	\$0	\$865,000	\$0	\$1,863,000
17-13		10th St S, S End to Willow St and Stor	\$0	\$103,000	\$86,000	\$0	\$10,000	\$400,000	\$0	\$0	\$599,000
17-13		Brook St, S 8th St - 13th St SE	\$0	\$126,000	\$103,000	\$0	\$8,000	\$9,000	\$0	\$0	\$246,000
2018 Construction Totals			\$0	\$424,000	\$189,000	\$398,000	\$618,000	\$409,000	\$865,000	\$0	\$2,903,000



2019

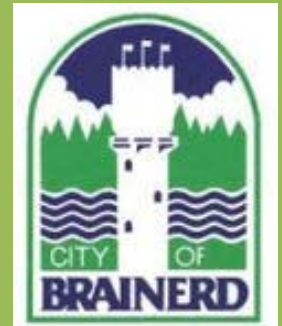
- Total project costs estimated at \$3,583,750
 - 2.16 miles of street resurfacing or reconstruction
 - 8 blocks of sanitary sewer replacement or rehab (may increase based upon project type)





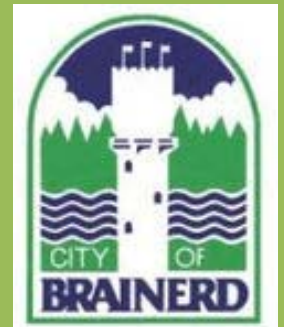
2019 Capital Improvement Plan

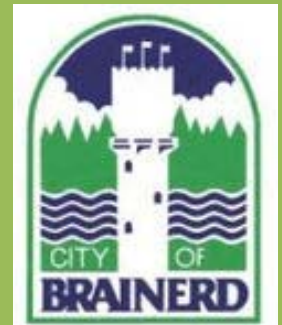
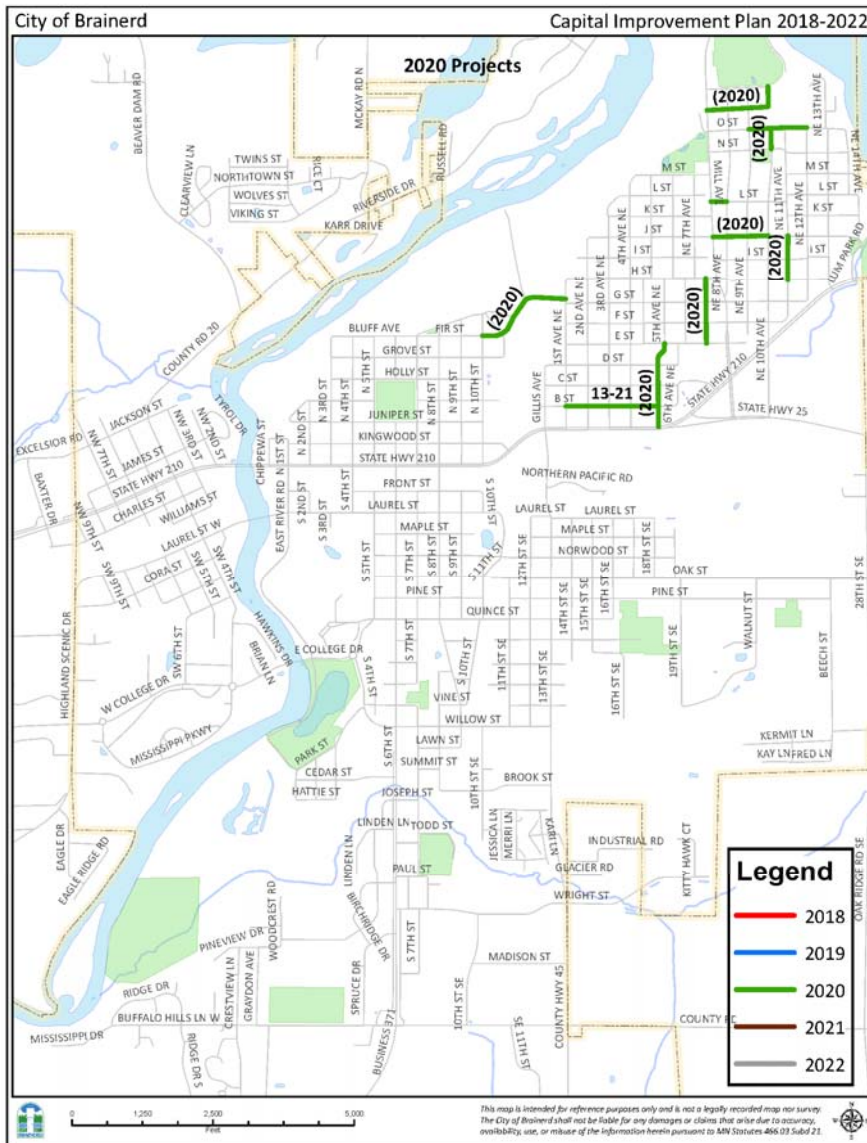
Improvement Year	Project #	Project Name	GO Bonds	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost
2019											
		2019 Street Patching	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
		2019 Street Striping	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
		2019 Crack Filling	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
16-09		Buffalo Hills Pond	\$0	\$0	\$0	\$0	\$0	\$35,000	\$0	\$0	\$35,000
		2019 Seal Coat	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
18-08		S 4th Street and Willow Street Mill/Ov	\$0	\$0	\$83,000	\$103,000	\$2,000	\$13,000	\$0	\$0	\$201,000
17-07		10th Ave NE, 210 - I St	\$0	\$101,000	\$101,000	\$0	\$0	\$0	\$0	\$0	\$202,000
18-09		College Drive Mill/Overlay	\$0	\$0	\$0	\$291,750	\$0	\$0	\$0	\$0	\$291,750
17-10		SE Alley Sanitary Sewer, 11th Ave SE t	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$400,000
17-06		H St, 8th Avenue NE - 13th Ave NE	\$0	\$0	\$144,000	\$203,000	\$4,000	\$63,000	\$0	\$0	\$414,000
17-08		Garfield SRTS Phase II	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$280,000	\$420,000
17-08		Garfield SRTS Phase III	\$0	\$192,000	\$0	\$0	\$0	\$0	\$0	\$408,000	\$600,000
16-09		Buffalo Hills Lane Reconstruction	\$0	\$0	\$825,000	\$0	\$0	\$0	\$0	\$0	\$825,000
2019 Construction Totals			\$0	\$628,000	\$1,153,000	\$597,750	\$406,000	\$111,000	\$0	\$688,000	\$3,583,750



2020

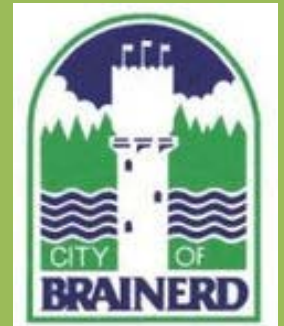
- Total project costs estimated at \$2,143,500
 - 2.08 miles of street resurfacing or reconstruction
 - 8 blocks of sanitary sewer replacement or rehab (may increase based upon project type)





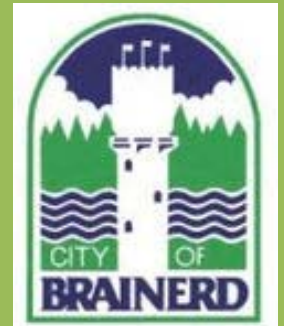
2020 Capital Improvement Plan

Improvement Year	Project #	Project Name	GO Bonds	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost
2020											
		2020 Street Striping	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
		2020 Street Patching	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
		2020 Crack Filling	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
		L St, Mill - 8th Ave Pavement Reconstr	\$0	\$22,500	\$7,500	\$0	\$0	\$1,500	\$0	\$0	\$31,500
		10th Ave NE, P Street - Q Street	\$0	\$17,000	\$17,000	\$0	\$1,500	\$3,000	\$0	\$0	\$38,500
		10th Ave NE, N Street - O Street	\$0	\$25,500	\$8,500	\$0	\$2,000	\$3,000	\$0	\$0	\$39,000
		O Street, 9th Ave NE - 12th Ave NE	\$0	\$52,500	\$17,500	\$0	\$6,000	\$8,000	\$0	\$0	\$84,000
		P Street, Mill Ave - 10th Ave NE	\$0	\$72,000	\$24,000	\$0	\$6,000	\$8,000	\$0	\$0	\$110,000
		7th Ave NE, E - H Pavement Reconstru	\$0	\$55,000	\$55,000	\$0	\$6,000	\$11,000	\$0	\$0	\$127,000
		J St, Mill Ave - 10th Ave NE	\$0	\$85,500	\$28,500	\$0	\$6,000	\$8,000	\$0	\$0	\$128,000
		11th Ave NE, H-J Reconstruction	\$0	\$73,000	\$73,000	\$0	\$0	\$3,000	\$0	\$0	\$149,000
		2020 Seal Coat	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
		5th Ave NE, Washington - E St	\$0	\$0	\$44,500	\$186,500	\$11,000	\$11,000	\$0	\$0	\$253,000
		Fir St & Evergreen Ave, N 10th St to N	\$0	\$0	\$26,500	\$216,500	\$7,000	\$30,000	\$0	\$0	\$280,000
13-21		B St NE, 1st Ave NE - 5th Ave NE Reco	\$0	\$0	\$63,500	\$235,500	\$8,000	\$1,500	\$0	\$0	\$308,500
		2020 Sanitary Sewer Replacement Pro	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$400,000
2020 Construction Totals			\$0	\$598,000	\$365,500	\$638,500	\$453,500	\$88,000	\$0	\$0	\$2,143,500

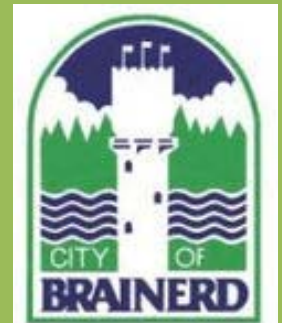
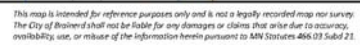


2021

- Total project costs estimated at \$2,576,000
 - 1.72 miles of street resurfacing or reconstruction
 - 8 blocks of sanitary sewer replacement or rehab (may increase based upon project type)

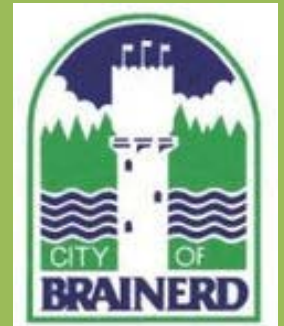


Capital Improvement Plan 2018-2022



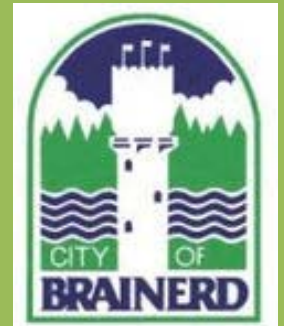
2021 Capital Improvement Plan

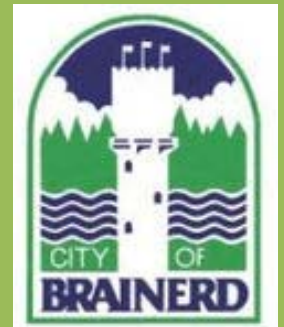
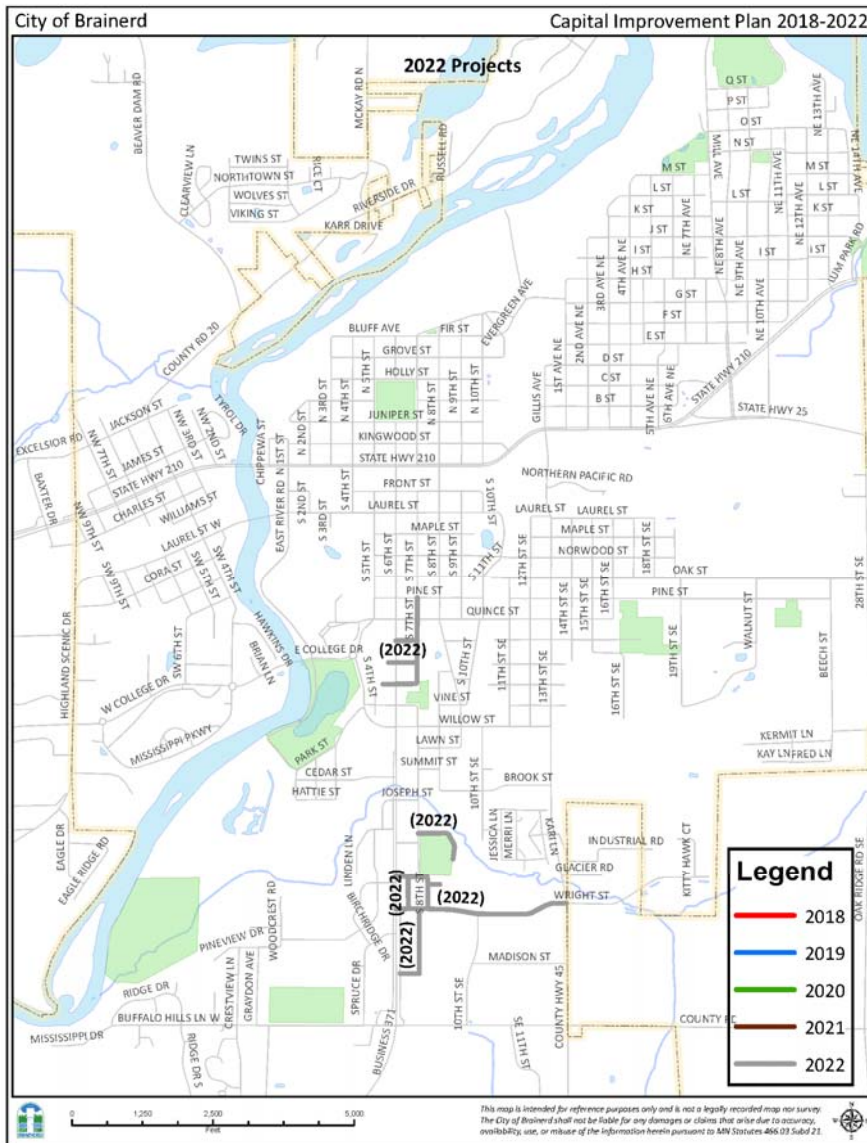
Improvement Year	Project #	Project Name	GO Bonds	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost
2021											
		2021 Street Striping	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
		2021 Street Patching	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
		2021 Crack Filling	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
		2021 Seal Coat	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
12-04		North 6th, Washington - Juniper Reco	\$0	\$125,000	\$59,000	\$0	\$2,000	\$44,000	\$0	\$0	\$230,000
14-04		Beech St, Oak Ridge Road - Oak St	\$0	\$0	\$94,000	\$121,000	\$13,000	\$20,000	\$0	\$0	\$248,000
		N 7th St, Kingwood - Holly St Reconstr	\$0	\$119,000	\$85,000	\$0	\$0	\$48,000	\$0	\$0	\$252,000
		North 3rd, Washington - Holly Recons	\$0	\$190,000	\$114,000	\$0	\$2,000	\$51,000	\$0	\$0	\$357,000
		2021 Sanitary Sewer Replacement Pro	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$400,000
		Juniper St, N 2nd - N 10th St Pavemen	\$0	\$447,000	\$149,000	\$0	\$12,000	\$286,000	\$0	\$0	\$894,000
2021 Construction Totals			\$0	\$1,076,000	\$501,000	\$121,000	\$429,000	\$449,000	\$0	\$0	\$2,576,000



2022

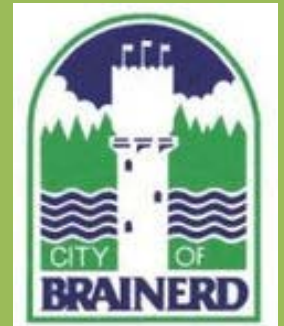
- Total project costs estimated at \$2,010,500
 - 1.86 miles of street resurfacing or reconstruction
 - 8 blocks of sanitary sewer replacement or rehab (may increase based upon project type)

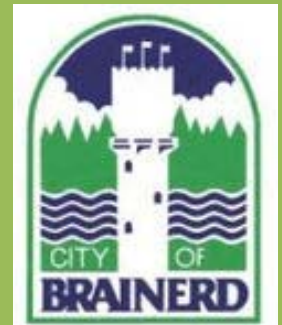
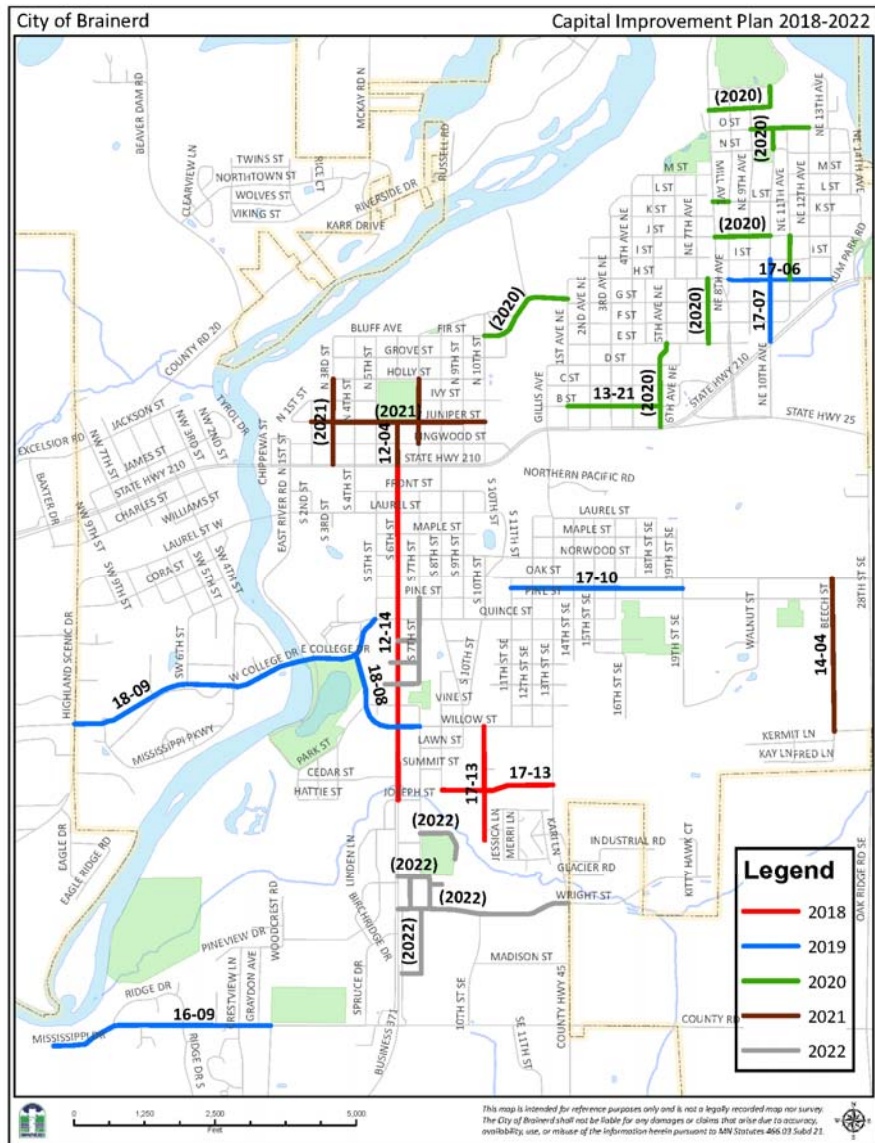




2022 Capital Improvement Plan

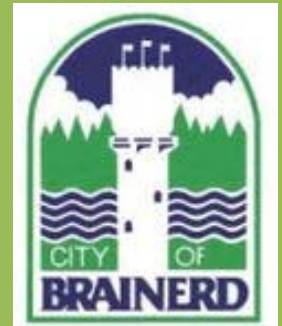
Improvement Year	Project #	Project Name	GO Bonds	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost
2022											
	14-13	S 6th St Sidewalk Extension	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		2022 Street Striping	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
		2022 Street Patching	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
		2022 Crack Filling	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
		Paul Cir, 8th - Cul-de-Sac	\$0	\$18,000	\$18,000	\$0	\$1,500	\$3,000	\$0	\$0	\$40,500
		Madison St, 6th E Frontage Rd - 7th	\$0	\$32,500	\$9,500	\$0	\$1,500	\$0	\$0	\$0	\$43,500
		S 7th St, Wright - Paul	\$0	\$30,000	\$30,000	\$0	\$1,500	\$3,000	\$0	\$0	\$64,500
		S 8th St, Wright St - Paul St	\$0	\$38,500	\$23,500	\$0	\$3,000	\$4,000	\$0	\$0	\$69,000
		Paul St, 6th - 8th	\$0	\$48,000	\$16,000	\$0	\$4,000	\$3,000	\$0	\$0	\$71,000
		Todd St, 7th - Bane Park	\$0	\$78,000	\$22,000	\$0	\$0	\$3,000	\$0	\$0	\$103,000
		S 7th St, Madison - Wright	\$0	\$71,000	\$59,000	\$0	\$4,000	\$7,000	\$0	\$0	\$141,000
		Rosewood, Sycamore, Tamarack Pave	\$0	\$96,000	\$31,000	\$0	\$17,000	\$3,000	\$0	\$0	\$147,000
		2022 Seal Coat	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
		2022 Sanitary Sewer Replacement Pro	\$0	\$0	\$0	\$0	\$255,000	\$0	\$0	\$0	\$255,000
		Wright St, S 6th to 13th	\$0	\$0	\$129,000	\$258,000	\$20,000	\$31,000	\$0	\$0	\$438,000
		S 7th, Tamarack - Pine Reconstruction	\$0	\$136,000	\$136,000	\$0	\$145,000	\$26,000	\$0	\$0	\$443,000
2022 Construction Totals			\$0	\$743,000	\$474,000	\$258,000	\$452,500	\$83,000	\$0	\$0	\$2,010,500



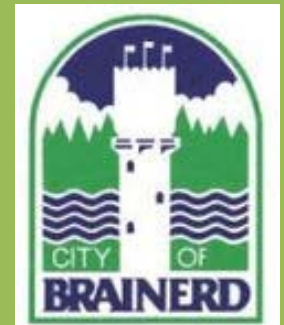


Capital Improvement Plan Report 2018-2022 - Construction Costs

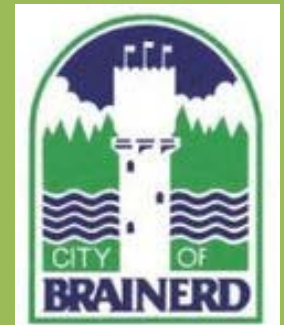
Improvement Year	Project #	Project Name	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost	Project Length
2018											
		2018 Street Patching	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	0
		2018 Street Striping	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	0
		2018 Crack Filling	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	0
		2018 Seal Coat	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	0
17-13		Brook St, S 8th St - 13th St SE	\$126,000	\$103,000	\$0	\$8,000	\$9,000	\$0	\$0	\$246,000	0.37
17-13		10th St S, S End to Willow St and Stor	\$103,000	\$86,000	\$0	\$10,000	\$400,000	\$0	\$0	\$599,000	0.38
12-14		S 6th St (B371) Reconstruction	\$0	\$0	\$398,000	\$600,000	\$0	\$865,000	\$0	\$1,863,000	0
		Yearly Total	\$424,000	\$189,000	\$398,000	\$618,000	\$409,000	\$865,000	\$0	\$2,903,000	0.75
2019											
		2019 Street Patching	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	0
		2019 Street Striping	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	0
		2019 Crack Filling	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	0
16-09		Buffalo Hills Pond	\$0	\$0	\$0	\$0	\$35,000	\$0	\$0	\$35,000	0
		2019 Seal Coat	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	0
18-08		S 4th Street and Willow Street Mill/Ov	\$0	\$83,000	\$103,000	\$2,000	\$13,000	\$0	\$0	\$201,000	0.27
17-07		10th Ave NE, 210 - I St	\$101,000	\$101,000	\$0	\$0	\$0	\$0	\$0	\$202,000	0.27
18-09		College Drive Mill/Overlay	\$0	\$0	\$291,750	\$0	\$0	\$0	\$0	\$291,750	0
17-10		SE Alley Sanitary Sewer, 11th Ave SE t	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$400,000	0.57
17-06		H St, 8th Avenue NE - 13th Ave NE	\$0	\$144,000	\$203,000	\$4,000	\$63,000	\$0	\$0	\$414,000	0.34
17-08		Garfield SRTS Phase II	\$140,000	\$0	\$0	\$0	\$0	\$0	\$280,000	\$420,000	0
17-08		Garfield SRTS Phase III	\$192,000	\$0	\$0	\$0	\$0	\$0	\$408,000	\$600,000	0
16-09		Buffalo Hills Lane Reconstruction	\$0	\$825,000	\$0	\$0	\$0	\$0	\$0	\$825,000	0.71
		Yearly Total	\$628,000	\$1,153,000	\$597,750	\$406,000	\$111,000	\$0	\$688,000	\$3,583,750	2.16
2020											
		2020 Street Patching	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	0
		2020 Street Striping	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	0
		2020 Crack Filling	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	0
		L St, Mill - 8th Ave Pavement Reconstr	\$22,500	\$7,500	\$0	\$0	\$1,500	\$0	\$0	\$31,500	0.05



Improvement Year	Project #	Project Name	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost	Project Length
		10th Ave NE, P Street - Q Street	\$17,000	\$17,000	\$0	\$1,500	\$3,000	\$0	\$0	\$38,500	0.06
		10th Ave NE, N Street - O Street	\$25,500	\$8,500	\$0	\$2,000	\$3,000	\$0	\$0	\$39,000	0.07
		O Street, 9th Ave NE - 12th Ave NE	\$52,500	\$17,500	\$0	\$6,000	\$8,000	\$0	\$0	\$84,000	0.19
		P Street, Mill Ave - 10th Ave NE	\$72,000	\$24,000	\$0	\$6,000	\$8,000	\$0	\$0	\$110,000	0.2
		7th Ave NE, E - H Pavement Reconstru	\$55,000	\$55,000	\$0	\$6,000	\$11,000	\$0	\$0	\$127,000	0.22
		J St, Mill Ave - 10th Ave NE	\$85,500	\$28,500	\$0	\$6,000	\$8,000	\$0	\$0	\$128,000	0.19
		11th Ave NE, H-J Reconstruction	\$73,000	\$73,000	\$0	\$0	\$3,000	\$0	\$0	\$149,000	0.15
		2020 Seal Coat	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	0
		5th Ave NE, Washington - E St	\$0	\$44,500	\$186,500	\$11,000	\$11,000	\$0	\$0	\$253,000	0.29
		Fir St & Evergreen Ave, N 10th St to N	\$0	\$26,500	\$216,500	\$7,000	\$30,000	\$0	\$0	\$280,000	0.35
	13-21	B St NE, 1st Ave NE - 5th Ave NE Reco	\$0	\$63,500	\$235,500	\$8,000	\$1,500	\$0	\$0	\$308,500	0.31
		2020 Sanitary Sewer Replacement Pro	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$400,000	0
		Yearly Total	\$598,000	\$365,500	\$638,500	\$453,500	\$88,000	\$0	\$0	\$2,143,500	2.08
2021											
		2021 Street Patching	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	0
		2021 Street Striping	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	0
		2021 Crack Filling	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	0
		2021 Seal Coat	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	0
12-04		North 6th, Washington - Juniper Reco	\$125,000	\$59,000	\$0	\$2,000	\$44,000	\$0	\$0	\$230,000	0.13
14-04		Beech St, Oak Ridge Road - Oak St	\$0	\$94,000	\$121,000	\$13,000	\$20,000	\$0	\$0	\$248,000	0.5
		N 7th St, Kingwood - Holly St Reconstr	\$119,000	\$85,000	\$0	\$0	\$48,000	\$0	\$0	\$252,000	0.22
		North 3rd, Washington - Holly Recons	\$190,000	\$114,000	\$0	\$2,000	\$51,000	\$0	\$0	\$357,000	0.29
		2021 Sanitary Sewer Replacement Pro	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$400,000	0
		Juniper St, N 2nd - N 10th St Pavemen	\$447,000	\$149,000	\$0	\$12,000	\$286,000	\$0	\$0	\$894,000	0.58
		Yearly Total	\$1,076,000	\$501,000	\$121,000	\$429,000	\$449,000	\$0	\$0	\$2,576,000	1.72
2022											
14-13		S 6th St Sidewalk Extension	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
		2022 Street Patching	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	0
		2022 Street Striping	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	0
		2022 Crack Filling	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	0
		Paul Cir, 8th - Cul-de-Sac	\$18,000	\$18,000	\$0	\$1,500	\$3,000	\$0	\$0	\$40,500	0.05



Improvement Year	Project #	Project Name	Construction Fund	Special Assessment	Municipal State Aid	Sanitary Sewer Fund	Storm Water Utility	Water Fund (BPU)	Other	Total Project Cost	Project Length
		Madison St, 6th E Frontage Rd - 7th	\$32,500	\$9,500	\$0	\$1,500	\$0	\$0	\$0	\$43,500	0.06
		S 7th St, Wright - Paul	\$30,000	\$30,000	\$0	\$1,500	\$3,000	\$0	\$0	\$64,500	0.1
		S 8th St, Wright St - Paul St	\$38,500	\$23,500	\$0	\$3,000	\$4,000	\$0	\$0	\$69,000	0.11
		Paul St, 6th - 8th	\$48,000	\$16,000	\$0	\$4,000	\$3,000	\$0	\$0	\$71,000	0.1
		Todd St, 7th - Bane Park	\$78,000	\$22,000	\$0	\$0	\$3,000	\$0	\$0	\$103,000	0.19
		S 7th St, Madison - Wright	\$71,000	\$59,000	\$0	\$4,000	\$7,000	\$0	\$0	\$141,000	0.22
		Rosewood, Sycamore, Tamarack Pave	\$96,000	\$31,000	\$0	\$17,000	\$3,000	\$0	\$0	\$147,000	0.18
		2022 Seal Coat	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	0
		2022 Sanitary Sewer Replacement Pro	\$0	\$0	\$0	\$255,000	\$0	\$0	\$0	\$255,000	0
		Wright St, S 6th to 13th	\$0	\$129,000	\$258,000	\$20,000	\$31,000	\$0	\$0	\$438,000	0.57
		S 7th, Tamarack - Pine Reconstruction	\$136,000	\$136,000	\$0	\$145,000	\$26,000	\$0	\$0	\$443,000	0.28
		Yearly Total	\$743,000	\$474,000	\$258,000	\$452,500	\$83,000	\$0	\$0	\$2,010,500	1.86
		Grand Total	\$3,469,000	\$2,682,500	\$2,013,250	\$2,359,000	\$1,140,000	\$865,000	\$688,000	\$13,216,750	8.57





Brainerd City Council Agenda Request

Requested Meeting Date: June 18, 2018

Title of Item: Consider Code Amendment to Permit Miniature Pigs

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☒ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Mark Ostgarden	Department: Planning
Presenter (Name & Title): Same	Estimated Time Needed: 10 minutes
Summary of Issue: A request (see attached) has been received to permit a Miniature Juliana Pig within city limits. Attached is the City Code language related to animals permitted in the city and such animals are not allowed. Like chickens, cities around the country permit "miniature" pigs. There are 9 Minnesota cities in which they are permitted. This request was received late Wednesday afternoon. The Wahl's had hoped to have the pig by July 1st, but we had to inform them that the animal is not permitted and an ordinance change would be needed for it to be allowed.	
Alternatives, Options, Effects on Others/Comments: Knowing very little about this issue, I needed to do research to better understand the request. Attached is background information to better understand the request and issue. Additional research will be done prior to the meeting.	
Recommended Action/Motion: After starting the research, I realized that drafting an ordinance change the day the packet is being delivered is not practical. The best that can be done is to provide the City Council with information about allowing certain types of pigs for discussion and direction on the request Monday night. A motion would not be needed; either consensus or majority agreement will suffice.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	

Mark Ostgarden

From: Thursday, June 14, 2018 6:36 AM
Sent: Mark Ostgarden
To:
Cc: {external} Miniature Juliana Pig
Subject:

Good Morning,

My name is Karla Wahl and my husband Danny Wahl are looking into getting a miniature Juliana Pig. While reasearching her we realized that because we live within city limits we need to check ordinances on her. The city ordinance states no farm animals, swine or pot belly pigs. We are hoping that we can change that because she is none of those.

Juliana Pigs are considered a domesticated animal. They grow to approximately the size of a cocker spaniel. They are considered pets not a farm animal. She is trainable just like a dog.

I am attaching a website Juliana Pigs to give you more information about them. There is a lot of good information on this site.

www.mijulianapig.com>pig-info

We are hoping to be able to discuss this futher with you. We would also like to thank you for your time looking into this for us.

Sincerely,
Danny and Karla Wahl

Section 900 – Animals

Subd. 1. Animal. “Animal” shall mean any mammal, reptile, amphibian, fish, bird (including all fowl and poultry) or other member commonly accepted as part of the animal kingdom. Animals shall be classified as follows:

A) Domestic. “Domestic animals” shall mean those animals commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include dogs, cats, caged birds, gerbils, hamsters, guinea pigs, ferrets (if vaccinated against rabies), domesticated rabbits, domesticated rats, fish and non-venomous reptiles or amphibians and other similar animals.

(Amended Ord. 1386 – 2011)

B) Wild or Exotic Non-Domesticated. “Wild or Exotic Non-Domesticated animals” shall mean those animals commonly considered to be naturally wild and not naturally trained or domesticated, or which are commonly considered to be inherently dangerous to the health, safety, and welfare of people. Unless otherwise defined, such animals shall include:

1) Any member of the large cat family (family felidae) including lions, tigers, cougars, bobcats, leopards and jaguars, but excluding commonly accepted domesticated house cats.

2) Any naturally wild member of the canine family (family canidae) including wolves, foxes, coyotes, dingoes, and jackals, but excluding commonly accepted domesticated dogs.

3) Any crossbreeds such as the crossbreed between a wolf and a dog, unless the crossbreed is commonly accepted as a domesticated house pet.

4) Any member or relative of the rodent family including any skunk (whether or not descended), raccoon, squirrel, or ferret (unless vaccinated against rabies), but excluding those members otherwise defined as domesticated pets.

Brainerd City Code 900.01 Subd. 1 (B) (5)

5) Any venomous, or inherently dangerous member of the reptile or amphibian families as well as crocodiles and alligators.

(Amended Ord. 1386 – 2011)

6) Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this Section, including but not limited to bears, deer, monkeys and game fish.

C) Farm. “Farm animals” shall mean those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, mules), bovine family (cows, bulls), sheep, poultry (chickens, roosters, turkeys), fowl (ducks, geese), swine (including Vietnamese pot-bellied pigs), goats, bees, and other animals associated with a farm, ranch, or stable.

Excerpts from Information collected and written by Brittany Sawyer & Dawn Camp at www.minipiginfo.com

First off, I would like to address the term "mini pig" and its' use in referencing the types of pigs you typically see as pets. There is no such a thing as a "Teacup, Micro, Nano, Dandie, Pocket, Apartment or Pixie" pig. These are all marketing terms. There is no breed called "mini", but that has become a widely used and accepted term used to identify a class of pigs, not an actual breed. There are smaller pigs out there, however, no one can guarantee the height or weight of a pig when it reaches maturity, and **smaller pigs are the exception, not the rule**. Those terms are used to "entice" people into buying a piglet and some even go as far as to tell the potential pig parents they have several generations of pigs and none are over 20 pounds, etc.

Mini is used to describe a pig smaller than a farm pig, so even mini is a bit misleading because a mini pig can still grow to be 300 lbs and still considered in that class of pigs. Scientists haven't been able to genetically alter a **healthy** pig under 60 pounds, why would you think a layman with no scientific degree could do any better? The keyword here is HEALTHY.

Just be sure to know this is NOT the typical scenario and pigs grow. 99.999999% of them will grow much bigger than these super small pigs that you may be expecting to get. Most pigs will top off around the 70-150 pound mark

Pigs grow until they're 3-5 years old and people are breeding young pigs claiming that they're fully grown and have reached maturity, unfortunately, that's not always the case. Sometimes people will flat out lie and they know they're breeding babies, so please don't be fooled. If you insist on buying a piglet, please be sure the piglet has the time it needs with its' mother. Not only is this time important for health reasons, like acquiring the immunity they need by drinking mothers milk, but they also learn manners and respect while being raised with their mama and siblings. Bottle fed babies are at a high risk for aspiration and it's extremely dangerous to do this, even for those with experience. A pig needs to stay with its mother until they're at the very least 8 weeks old, if you get a piglet younger than that, you're setting yourself up for

failure/heartache. Please do NOT get a few day old piglet!!!!!! ([Click here to visit the underage piglet page](#)) Genetics are what drives the growth of pigs, not a promise from someone selling them. Not giving adequate feed can stunt the growth because they rely on the nutrition to build healthy bones, healthy organs, strong immunity and overall normal bodily function. Ask any pig rescue who has any of these "designer" pigs about the overall size and disposition. They have no reason to be dishonest. Some rescues actually have some of these pigs that people literally paid THOUSANDS for. Pigs are handed over to rescues for many reasons, but the number 1 reason I've heard is the pig grew too big. Starving your pig to keep it small is not only cruel, but in my opinion, abuse, and your pig can die from malnutrition. Overfeeding your pig has its' own health risks and can lead to your pig living a sad, poor quality filled life in addition to the possibility of being fat blind and arthritic with limited mobility amongst other health complications. ([Click here to see our blog regarding underfed pigs](#))

I've been quoted statistics as high as 90% of pigs are re-homed before their 1st birthday. That is a super high percentage, but based on what I see daily, I would have to agree that the number is high, maybe not quite that high, but it's not 15%, it is absolutely a high percentage. You can barely GIVE pigs away nowadays, so if you decide to get one, and you no longer want it, be prepared to learn an expensive life lesson when you get little to no money during your attempts to find a new home for your pig. Pigs being given away on Craigslist and other pet finder websites often fall into the hands of people who do NOT want them as pets. Pigs have been known to be used for dog bait for illegal dog fighting arenas, some of these "pet" pigs that were unwanted have even been used for food.

Adding a pig to your family is a life altering commitment. They're not like regular animals, they need people and socialization. They have the mindset to live in a herd and you and your family are their herd. They need interaction, stimulation and to feel safe and secure. If you're not prepared to provide this for the next 15 years, then honestly, you should really reconsider getting a pig until you know you can provide these things.

My advice is to research everything you can before you bring a pig into your home. Don't have unrealistic expectations of size or demeanor. If you've seen people post pictures of their pig and they're cuddling, don't expect your pig to do this. If this is normal for the pig that you saw, it's very likely that the bond between the human and pig took a long time to form and isn't something people achieve overnight. As a pig mother myself, I am also guilty of glamorizing having a pig as a pet. It may have taken me 1240 tries to capture a picture I felt was "internet worthy", but everyone doesn't know that. We usually only post the good pictures and not all the photos where our pig has knocked over the trash can, ate part of the wall or flooring or any unflattering picture of yourself even though it may have painted a completely different picture rather than the appearance represented by the one good/flattering picture you did post on Facebook or Instagram or some other social media platform.

How big does a "Mini Pig" get?



This is one of the best size references I have been able to find. Note the men standing, approximately 6ft tall, the dog which appears to be a spaniel breed and the pig who is smaller in size, but likely heavier than any of them.

Mini Pig Breeds American Mini_Pig Association

There are at least 14+ different pure breeds of miniature pigs. Some are commonly recognized and others are considered rare or extinct. Listed below are some of those pure breeds, but there are also many mixed breed pigs in the pet pig world who's ancestry may never be known. Pigs of pure and mix breeds come in many heights, shapes and sizes. The goal of the AMPA is to begin a registry for today's American Mini Pigs so that we may document and record their history from this time forward. Tracking parentage, size, ownership, and eventually genetics in order to improve and produce the best quality pets.



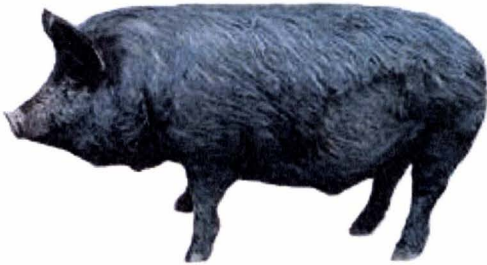
American Mini Pig – Includes the Juliana Pig



Mulefoot Hog Breed

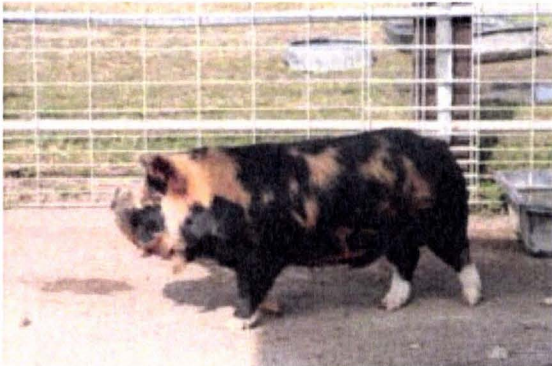


Ossabaw Island Hog



American Guinea Hog Breed Standard

[View More](#)



KuneKune Breed



Meishan Breed



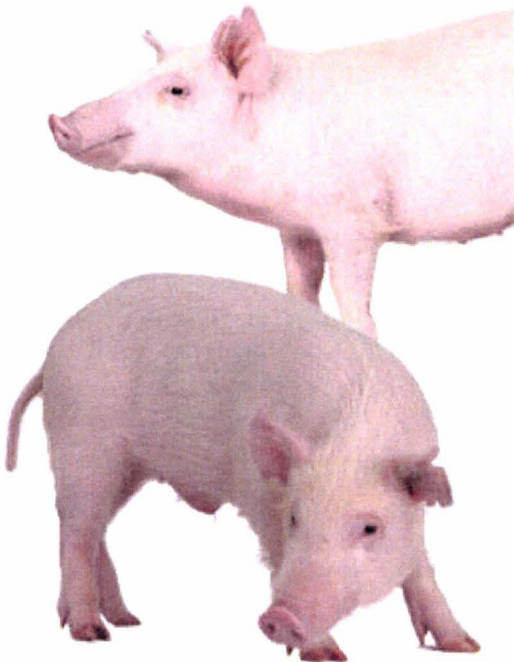
Juliana Breed



Yucatan Breed



Pot-Bellied Pig



Hanford Mini Swine



Gottengin Mini

Education: Mini Pig Size Classifications

American Mini Pig Association

When shopping for a mini pig, sizing can be confusing. Pigs come in many shapes and sizes, as well as different breeds. These shapes and sizes are often associated with a label in advertising, micro, teacup, nano, pixie, etc. The AMPA sizes pigs based on height and age, not label, to avoid confusion. The goal is that advertising labels will be eliminated with time and through education.

Height Classification Chart and Registration Code

Measurements of height are to be taken from ground to top of front shoulder.

Mini Category 1:	14 inches tall and under
Registration code:	MC1
Mini Category 2:	Over 14 inches tall up to 16 inches tall
Registration code:	MC2
Mini Category 3:	Over 16 inches tall up to 18 inches tall

Registration code: MC3

Mini Category 4: Over 18 inches tall up to 20 inches tall

Registration code: MC4

Age Classifications

J = Juvenile pigs under 16 months of age.

A = Adolescent pigs 16 months to 5 years of age.

M = Mature adult pigs 5 years or older.

- The age, height, and body length of the parent pigs is the best indicator for adult size no matter what label or breed name is used to describe that individual piglet.
- A parent pig that is 2 years or older will give you a more accurate expectation of size on any piglet.
- Pigs grow and develop over time, most reaching skeletal maturity or adult height by 5 years of age.
- We encourage all buyers if at all possible to see parent pigs in person. If you can't see them in person check your local area for other breeders and owners of similarly sized pigs to help give you a better idea of what to expect.



Juliana Pig Association & Registry



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Juliana Pig Breed Standard

The Juliana Pig is a small colorful pig thought to originate in Europe through selective breeding of various kinds of pigs. The Juliana Pig, also known as the Miniature Painted Pig, is small, spotted, and conformationally sound. It should not exhibit a pronounced pot belly or sway back, should have a longer snout, and be slight in frame. Temperament is of the utmost importance since the Juliana has been specifically bred to work with humans. While the Juliana breed is reputed to be quite old it is unsubstantiated as to whether or not the modern Juliana pig is of the same ancestry. Regardless of ancestry the modern Juliana more closely resembles the description of the original Juliana than any other breed today. It is the goal of breeders to produce offspring that consistently exhibits the characteristics of the original Juliana pig.

General appearance: The Juliana is a small, colorfully spotted pig. It more closely resembles a small version of a large hog or feral pig than it does the Pot Belly pig. It should be lean, longer than it is tall, and athletic in appearance. The Juliana should never be pudgy, heavily wrinkled, or sluggish in appearance.

Head: The most prominent feature of the head is a long straight snout that is neither turned up nor snubbed. Eyes are almond shaped, clearly visible, and can be blue to almost black. Ears are small and erect. Heavy jowls and a stubbed nose are to be discouraged.

Body: Lean and muscular the Juliana pig should never look round or flabby. The top line should be straight and of good length. Chest and shoulders should be of medium width, neither broad nor narrow. A slight sway in the back is permissible but discouraged. Belly should be clean and firm. A slight roundness in the belly is permissible, but there should not be a 'pot belly' present. Leaniency is given to sows who have produced litters.

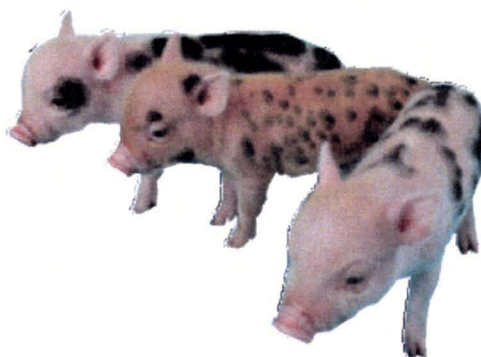
Legs: Set well apart, straight when viewed from the front and rear. Front legs should be set under the shoulders but converge when in motion. Two toes of even length and two dewclaws on each foot. Rear legs should be set apart, but under the body. In motion the legs will converge. When viewed from the side, hocks should be set slightly back and be strong. Hocks should never be luxating or weak.

Tail: Straight when relaxed with a switch on the end. When excited or in motion the Juliana tail may curl or twist.

Color: Always spotted the base color can be silver, white, red, rust, black, or cream. Spots are generally black but can also be red or white. Spotting should be profuse and random, not in a piebald pattern. Spotting may fade or blend in as the hair coat gets longer, but pigmentation on the skin must be visible when washed or shaved. Hair coat is coarse, thick and may be quite long in the winter.

Size: On average the Juliana pig is 15 - 17 inches in height.

Disqualifications: A solid coloration with no spotting. Height over 19 inches.



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