

CITY COUNCIL AGENDA

Brainerd, Minnesota

July 16, 2018

7:30 P.M.

Brainerd City Hall

Council Chambers

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

2. **Roll Call**

___ S. Hilgart ___ J. Lambert ___ K. Stunek ___ K. Bevans

___ D. Badeaux ___ G. Johnson ___ 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 July 2, 2018

Documents:

20180702_CC draft.pdf

B. **Approval Of Licenses**

1. Contractor Licenses - 3 - New; 2 - Renewals

Documents:

2018-07-16 License RPT.pdf

C. **Department Activity Reports**

1. Police Chief
2. Finance Director

Documents:

Police Chief.pdf

- D. **Adopt Resolution Accepting Donations & Contributions For The 2nd Quarter 2018**

Documents:

RES DONATION.pdf

- E. **Minnesota Lawful Gambling - Adopt A Resolution Authorizing The Brainerd American Legion Post 255 To Conduct Off-Site Gambling July 27 And 28, 2018 At The Front Street/Lively Parking Lot**
- F. **Minnesota Lawful Gambling Application For Exempt Permit - Submitted By The Brainerd Fire Department Relief Association For An Event To Be Held December 3, 2018 At The Brainerd Fire Department, 23 Laurel Street, Brainerd**
- G. **Minnesota Lawful Gambling Application To Conduct Excluded Bingo - Submitted By Lower South Long Lake Improvement Association. Bingo Events To Be Held At Jack's House, 300 Hwy 25 S., Brainerd On September 2, 2018**
- H. **Second Hand Goods Dealer License Application - Submitted By Stafford Simmons Kaplan Dba JAK Antiques & Collectibles To Conduct Business At The American Legion Post 255, 708 Front Street, Brainerd Contingent Upon And Subject To Police And Fire Chief's Approval**
- I. **Temporary On-Sale Liquor License Application - Submitted By Brainerd American Legion Post 255 For An Event To Be Held August 11, 2018 At The NP Event Center, 210 Blacksmith Cir., Brainerd**
- J. **Temporary On-Sale Liquor License Application - Submitted By The Crossing Arts Alliance, 711 Laurel Street, Brainerd For An Event To Be Held August 10, 2018**
6. **Presentations**
- A. **Lakes Area Music Festival Presentation**

Documents:

Lakes Area Music Festival.pdf

- B. **2017 Audit Presentation**

Documents:

7. **Council Committee Reports**

A. **Safety And Public Works Committee**

Documents:

20180716_SPW.pdf

1. Event/Street Closure Application - Brainerd Dispatch Customer Appreciation

Documents:

Event App - Brainerd Dispatch Customer Appreciation.pdf

2. Improvement 18-01 Testing Services - Brainerd Salt/Sand Storage Facility

Documents:

Imp 18-01 Testing Services - Brainerd Salt and Sand Storage Building.pdf

3. Improvement 18-03 - Change Order 1

Documents:

Improvement 18-03 - 2018 Crack Seal Change Order 1.pdf

4. Improvement 18-03 - Pay Application 1 - FINAL

Documents:

Improvement 18-03 - Pay Estimate 1 FINAL.pdf

B. **Personnel And Finance Committee**

Documents:

20180716_PF.pdf

1. Approval Of Bills & Payments To Contractors

Contractor	IMP#	Project	Amount Paid
<u>Amount Retained</u>			
KAMCO, Inc.	18-03	Final 2018 Crack Sealing	\$15,351
\$0			

2. 2019 Budget Timeline Discussion

Documents:

2019 Budget Timeline.pdf

3. Brainerd And Crow Wing County Public Transit Space Lease

Documents:

Transit Space Lease in City Hall.pdf

4. Community Development Director Position - Reorganization Opportunity

Documents:

Community Development Director Opportunitya.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)
Transportation Advisory Committee - 1 term (Expire 2018) - 1 term (Expire 2019)

- B. **First Reading - Proposed Ordinance No. 1485 - Amending City Code Section 900 Animals And 1010 Licensing Fees To Permit Miniature Pigs Within The City Of Brainerd**

Documents:

1st Ord. Reading - Proposed Ordinance No. 1485 for 7-16 Meeting .pdf

9. **New Business**

- A. **Call For Public Hearing For Discussion On The Implementation And Progress Of The Small Cities Development Program (SCDP) Grant CDAP-15-0038-O-FY16 (Downtown Grant)**

Documents:

Call for Grant Public Hearing.pdf

- B. **Historical Water Tower Discussion**

Documents:

Historic Water Tower Discussion.pdf

10. **Planning Commission**

A. **Final Reading - Proposed Ordinance No. 1484 - Amending Brainerd Zoning Ordinance Sections 515-63-2 (B-4 District) And 515-65-2 (B-6 District) To Add Funeral Homes/Mortuaries And Crematoriums As Permitted Uses**

- a. Hold Public Hearing
- b. Consider Testimony and Alternatives
- c. Adopt Resolution (Roll Call)

Documents:

Funeral Homes-Mortuaries and Crematoriums in the B-4 and B-6.pdf

11. **Public Forum**

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

12. **Staff Reports**

(Verbal: Any Updates since Packet)

13. **Council Member Reports**

14. **Adjourn Into Closed Session Pursuant To MN State Statute 13D.05, Subd. 3, To Conduct The City Administrator Performance Review**

15. **Adjourn**

Note: Safety and Public Works Committee will meet at 7:15 P.M.
Personnel and Finance Committee will meet at 7:00 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
July 2, 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: Hilgart, Lambert, Stunek, Bevans, Badeaux, Johnson 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 JOHNSON AND HILGART, DULY CARRIED, TO APPROVE THE AGENDA AS AMENDED BY ADDING A RIVER TO RAIL PRESENTATION DIRECTLY AFTER THE CONSENT CALENDAR AND ADDING A RESOLUTION TO CANCEL THE CONTRACT FOR ANIMAL CONTROL SERVICES UNDER NEW BUSINESS.

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

A. Approval of the Minutes of the Special Meeting held on June 11, 2018 and the Regular Meeting held on June 18, 2018 - Approved

B. Approval of Licenses - Approved

Contractor Licenses – 2 – New; 2 – Renewals

C. Department Activity Reports - Approved

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

D. Extension of Premises – Submitted by Brainerd Eagles 287 for an Event to be held July 4th, 2018 at 124 Front Street, Brainerd - Approved

E. Accept City Planner Mark Ostgarden's Retirement with Regret Effective January 4, 2019 and Authorize Severance Payment per City Policy - Approved

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

Presentations

(Added Item) River To Rail Initiative Update - Informational

The Chair welcomed Mr. Bruce Buxton to give an update on the progress of the events with the River to Rail Initiative. He stated the initiative is compiled of the strong collaborative efforts of many people which is greatly appreciated. Mr. Buxton displayed a map of what projects have been completed, what is currently in process and what projects are proposed in areas along the River to Rail corridor. Since the last update in August 2017, there have been several meetings

July 2, 2018 - **DRAFT**

and presentations in the community. Mr. Buxton indicated there were six subcommittees that formed to handle each area of expertise. Mr. Buxton showed a short video of the ideas and possibilities for the River to Rail revitalization, which will be shown periodically on public television. Mr. Buxton thanked the Council for their support in the initiative and will be continuing to update them on the progress as it continues.

Council Committee Reports

Safety and Public Works Committee Report

ASH Properties Inc. Fence Easement - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION TO APPROVE THE ASH PROPERTIES INC. FENCE EASEMENT AND AUTHORIZE PROPER SIGNATURES ON THE DOCUMENT AS PRESENTED.

Large Patch Quotes - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE AUTHORIZATION TO QUOTE THE LARGE PATCH IMPROVEMENT PROJECT AND WILL RETURN TO THE COUNCIL WITH QUOTES FOR REVIEW.

First Reading – Proposed Ordinance No. 1485 – Amending City Code Section 900 Animals and 1010 Licensing Fees to Permit Miniature Pigs within The City of Brainerd – Held Over

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO REFER TO THE CITY ATTORNEY TO REVIEW AND WILL RETURN TO COUNCIL AT A FUTURE MEETING.

Personnel and Finance Committee Report

Approval of Bills - Approved

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

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

2017 Year-End Transfers Between Funds - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK, DULY CARRIED, TO APPROVE THE TRANSFERS BETWEEN FUNDS AS PRESENTED.

Committee Chair Johnson indicated the transfers occur once per year from each of the specific fund accounts. He explained the parks department and the streets department shared

maintenance labor between them, thus resulting in the street department being under budget and parks being over budget.

League of Minnesota Cities Membership Dues Follow Up - Informational

Committee Chair Johnson stated the League of Minnesota Cities sent a memo outlining the value they have to the City and it was agreed at committee level to continue with the membership.

Unfinished Business

Committee Dismissal Recommendation - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND STUNEK, DULY CARRIED, TO APPROVE THE DISMISSAL OF MR. ROBERT BRADY FROM THE TRANSPORTATION ADVISORY COMMITTEE (TAC) AND TO OPEN THE VACANCY TO APPLICANTS.

Committee Resignations – Accept with Regret - Approved

MOVED AND SECONDED BY ALDERMEN LAMBERT AND HILGART, DULY CARRIED, TO ACCEPT WITH REGRET THE RESIGNATION OF MR. KEVIN LARSON FROM THE TRANSPORTATION ADVISORY COMMITTEE (TAC) AND OPEN THE POSITION TO NEW APPLICANTS TO FILL THE VACANCY.

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)

Transportation Advisory Committee – 1 term (Expire 2018) – 1 term (Expire 2019)

New Business

Condition of Brainerd Streets – 2018 Pavement Management - Informational

City Engineer Sandy indicated Comprehensive Payment Management scoring takes place every three years. Assistant Engineer Fladung and the summer engineering interns have completed the ratings of all the streets in the City. City Engineer Sandy explained the program rates each segment of street on a scale of 0-4 (0=Poor Condition, 4=Perfect Condition) using equations that measure different deficiencies found in pavements. The average score of our streets is rated at 3.35/4.0 which is an increase of +0.13 from 2015.

2018 Minnesota Small Cities Development Program (SCDP) Grant Award Letter - Informational

Mayor Menk announced the application for a Small Cities Development Program Grant (SCDP) was approved for funding in the amount of \$638,338, pending the expected payment to the Department of Employment and Economic Development (DEED) from the Department of Housing and Urban Development (HUD). This grant will target owner occupied and rental housing in northeast Brainerd and the Koop Building downtown. The application was completed and submitted by the Brainerd Housing and Redevelopment Authority staff.

July 2, 2018 - **DRAFT**

The Chair welcomed Mr. John Schommer, HRA Rehabilitation Coordinator who indicated what is included in the grant. There will be approximately ten owner occupied rehabs for people that meet the income requirements, a total of 23 units of rental rehabs and one unit of commercial rehab. The total benefit is approximately \$900,000 with the owner matches and other program income. He explained there must be enough residents interested in participating and the economic need be demonstrated to DEED in order to receive the rehab dollars. Once that is completed, the applications will go out to the residents. Mr. Schommer thanked the Council for the support.

(Added Item) Resolution to Cancel Animal Control Officer Contract – Adopted by Resolution No. 40:18

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART TO APPROVE RESOLUTION NO. 40:18 CANCELING THE CONTRACT WITH ANIMAL CONTROL AND DIRECT STAFF TO INITIATE A REQUEST FOR PROPOSALS (RFP) TO SEEK A NEW ANIMAL CONTROL SERVICE PROVIDER.

City Attorney Langel explained the contract was initiated in September 2017 for animal control in the City. The contract specifies the contractor must be available 24 hours a day; six days a week and response times must be prompt. The services need to be provided in a timely basis and the contractor needs to be responsive to City staff. These requirements are not being followed and many of the animal control issues are falling on the responsibility of the police department.

RESOLUTION NO. 40:18

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

Planning Commission

First Reading – Proposed Ordinance No. 1484 – Amending Brainerd Zoning Ordinance Sections 515-63-2 (B-4 District) and 515-65-2 (B-6 District) to Add Funeral Homes/Mortuaries and Crematoriums as Permitted Uses - Approved

City Planner Ostgarden reviewed the cremation process and the improvements to the process that have been made over time with technology. The Planning Department has contacted four cities in Minnesota which have a crematorium near residential areas and each one has not received any complaints. The State of Minnesota requires a license to operate a crematorium in which they regulate and inspect the facility. The Nelson Doran Funeral Home has had a crematorium for several years and has not received any complaints from a surrounding property.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND BADEAUX, DULY CARRIED, TO HOLD THE FIRST READING OF PROPOSED ORDINANCE CO. 1484 – AMENDING BRAINERD ZONING ORDINANCE SECTIONS 515-63-2 AND 515-65-2 TO ADD FUNERAL HOMES/MORTUARIES AND CREMATORIIUMS AS PERMITTED USES IN THE B-4 AND B-6 DISTRICTS.

Public Forum

The Chair opened the Public Forum at 8:31 p.m.

The Chair acknowledged Ms. Jennifer Bergman, Executive Director of the Brainerd and Crow Wing County HRA. She stated a fire had occurred at the NorthStar Apartments on June 22, 2018. The Brainerd Fire Department did an excellent job in response time and managed to contain the fire and extinguish it promptly with only one unit being uninhabitable. Ms. Bergman stated the City is extremely fortunate to have an exceptional team of fire protection, police protection and medical personnel and thanked all the personnel for the hard work and service.

The Chair acknowledged Mr. Mike Angland, representing Brainerd Restoration who thanked the Council and City Administration for the donation towards the de'TOUR Downtown Initiative. The crowd funding concluded the end of June and all five artists will proceed in the initiative with the first one scheduled July 14, 2018 in the Laurel Street event parking lot.

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

Staff Reports

City Engineer Sandy spoke with Parks Director Sailer regarding the stone arch in Gregory Park that needs repairing. Mr. Sailer is in the process of obtaining quotes which will be presented to Council at a future meeting.

City Engineer Sandy contacted Independent School District 181 regarding the Riverfront Plaza area survey, and they are willing to commit to a 50% share for the survey.

Fire Chief Holmes thanked Ms. Jennifer Bergman and the staff at the HRA who were extremely helpful in assisting with the fire. Along with the police department, this shows a great working relationship between all city departments.

Finance Director Hillman stated there is a need for election judges this year and welcomes anyone interested to contact City Hall for more information. The general requirement to be an election judge is to be a resident of Minnesota over the age of 18. The primary will be held August 14, 2018 and the general election is November 6, 2018.

City Administrator Torstenson announced the Farmers Market held last week was extremely successful with a lot of positive comments from the public and the six vendors who participated. The market will be held every Tuesday from 3:00 p.m. – 7:00 p.m. in the downtown Laurel Street parking lot with more vendors being added each week.

City Administrator Torstenson stated the placemaking events downtown are going well with five scheduled events so far which are posted on our website. City Administrator Torstenson also announced there has been an increase in interest in economic development in the city via several phone calls she has received.

Mayor Menk indicated the Destination Downtown gathering on Thursday, June 28th brought in about 120 people to the Koop Building, which is now named Rumbly Hall Event Center. Arts in the Park on Sunday, July 1st was successful despite the rain. Mayor Menk recently spoke with Mr. Scott Lykins from the Lakes Area Music Festival who is looking forward to the music events scheduled downtown.

Mayor Menk announced that City Administrator Torstenson has completed six months as the City Administrator of Brainerd and it is now time to complete her six-month review. Staff has been directed to send out the review paperwork to the Council.

Council Member Reports

Council Member Johnson stated the Destination Downtown information is available at www.downtownbrainerd.org and encouraged any interested party to reach out to enter the competition. There will be a \$50,000 prize package to be awarded to a new entrepreneur that would like to locate in downtown Brainerd.

Council Member Johnson announced the home at 601 South 10th Street that was condemned has been torn down and the lot has been purchased by a private party. He thanked the Brainerd HRA for their work on that project. Council Member Johnson also stated the National Association of Housing and Redevelopment Officers selected the Crow Wing County HRA for a National Merit Award for the work on Brainerd Oaks and they were also nominated for the National Reward of Excellence on the revival of tax forfeited sub-divisions.

Council Member Stunek wished all city staff and families a safe and happy 4th of July.

Council Member Badeaux attended the Walkable Bikeable Committee meeting on June 27th. They are working on a road map towards the future with a collaborative effort to connect parks and engineering as well as planning to work together on how to make the city functionable for non-motorists.

Mayor Menk added the billboard at the corner of 8th and Washington Streets now displays the Destination Downtown contest website.

Adjourn

The Chair adjourned the meeting at 8.46 p.m.

Cassandra Torstenson
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
July 16, 2018
(3 New, 2 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
GRACON LLC 7221 E US HWY 34 LOVELAND, CO 80537 18-0179 (new)	(970) 667-2203	MASO	9/30/2018	12/31/2018	
CREATIVE WIS* DBA: BRUSHMARKS SIGNS 30350 HWY 10 FRAZEE, MN 56544 18-0180	(218) 847-3599	SIGN	4/20/2019	3/1/2019	SB691887
SHINGOBEE BUILDERS INC. 669 N MEDINA STREET PO BOX 8 LORETTO, MN 55357 18-0181 (new)	(763) 479-1300	GENL	12/31/2018	12/31/2018	
K. JOHNSON CONSTRUCTION INC. 6870 HWY 10 NW SAUK RAPIDS, MN 56379 18-0182 (new)	(320) 255-9649	MASO	1/1/2019	12/31/2018	
CALLAHAN CONCRETE & MASONRY LLC 6924 HOLMES AVENUE BRAINERD, MN 56401 18-0183	(218) 839-9821	MASO	11/1/2018	12/31/2018	

**BRAINERD POLICE DEPARTMENT
MEMORANDUM**

TO: Brainerd City Council

FROM: Police Chief Corky McQuiston

DATE: 07-11-18

RE: Monthly Report



DRUG & DWI COURTS

On June 10th, Officer Paul Rosier attended the annual Drug Court Picnic. This event involves graduates of the program, current participants and staff team members. The team continues to express their ongoing appreciation and gratitude for Officer Rosier's involvement and commitment to the team, describing him as a "*valuable asset.*" It's been overstated, but we can't emphasize enough the Community Policing value of having our officers actively involved in both DWI Court and Drug Court. It gets to the core of the most effective Community Policing models: ***multi-disciplinary teams actively working together with community members to address problems.***



Our agency is very fortunate to have officers like Paul Rosier and Derek Pallansch interested in being involved with the teams and possessing the right skill sets to integrate well with the team members and participants to be effective.

From May 30th to June 2nd, Officer Pallansch attended the National Association of Drug Court Professionals National Conference in Houston, Texas. Officer Pallansch is assigned to DWI Court. DWI Court funding paid for the conference, travel, lodging and related expenses. The conference covered updates related to the national opiates crisis with Heroin, Fentanyl and synthetic drugs. The conference also covered other drug trends related to identifying drug users and drug dealers and how marijuana wax and e-cigarettes are being used together.

More significantly for Officer Pallansch, the training covered critical topics related to current law enforcement/community relationship issues. Break out sessions for law enforcement covered how officers perceive their community and how the perception can influence the officer on and off-duty, and connecting police with other community groups to further growth between police and the community. It also addressed one the Six Pillars of 21st Century Policing---Pillar 6 Officer Safety and Wellness, with a session called SOS—Saving Our Superheroes. This course discussed PTSD in law enforcement, with information on how to recognize it and coping with the effects of it.

Innovative Funding Award from SourceWell(NJPA)

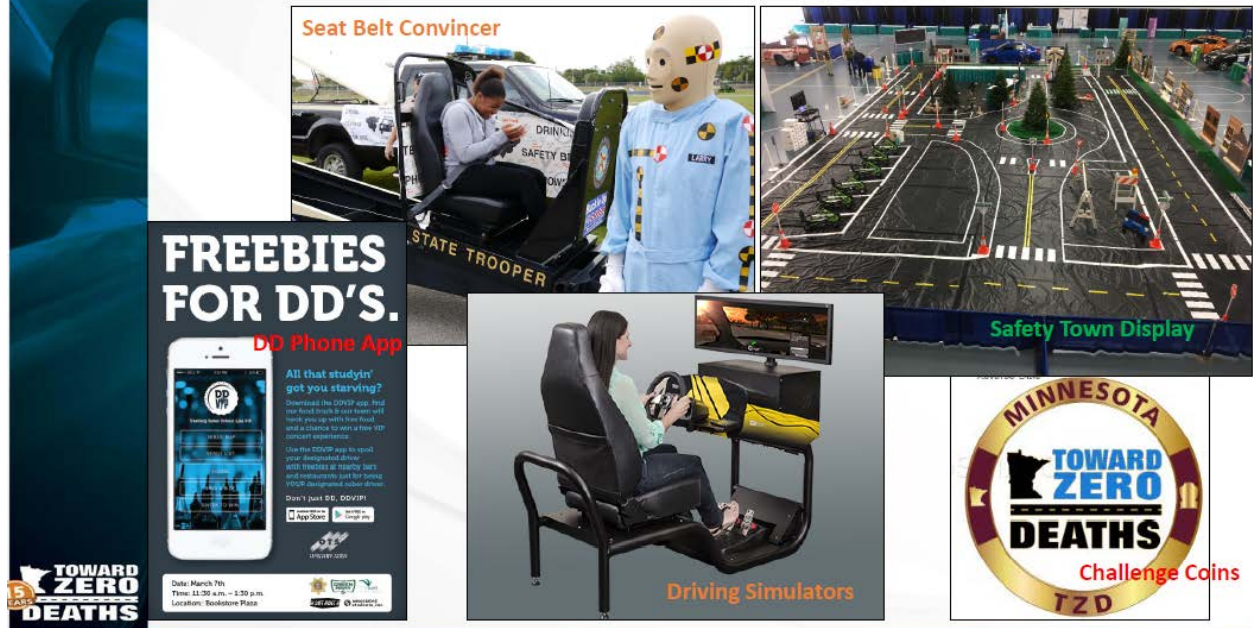
On June 13th, I assisted Central Minnesota TZD Regional Coordinator Tom Nixon with the presentation at SourceWell for the 2017 Innovative Funding Program. We're happy to report that our funding application was approved; receiving the second most votes of the projects that were submitted and we'll be receiving \$100,000 for our project.

Receiving this funding will serve two major goals. The equipment purchased will provide new methods involving experiential learning for Brainerd Lakes Towards Zero Deaths to promote in our area. Secondly, this creates new opportunities for us to engage our area in Community Policing.

The goal of some of the equipment shown below is to lower crashes that are result of:

1. Speed & Aggressive Driving
2. Lack of Seat Belt Use
3. Impaired Driving
4. Inattentive Driving
5. Run off Road Crashes
6. Intersection Crash Mitigation

Equipment Needed

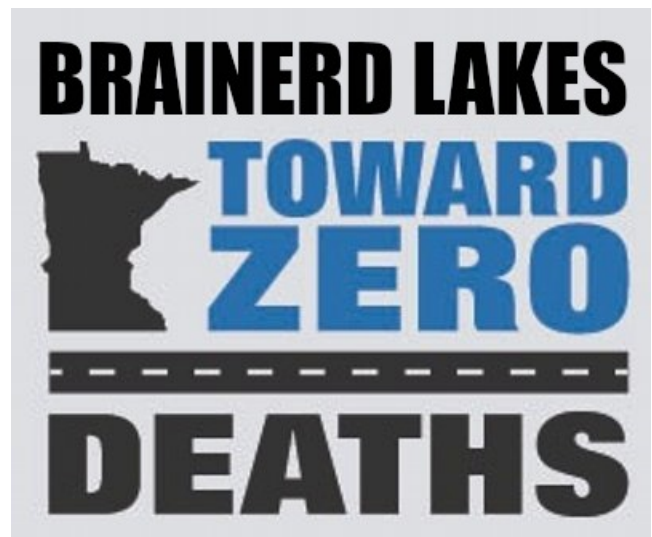


Summertime TZD Enforcement

On a somewhat related note, four of our newer officers; Nicholas Andringa, Travis Kostreba, Drew Selvestra and Travis Gleason, all attended a three-day training course hosted locally and became NHTSA (National Highway Traffic Safety Administration) Certified in Standardized Field Sobriety Testing.

This is a requirement for officers to be eligible to work overtime shifts that are grant-funded by the State Office of Traffic Safety TZD funds.

Extra TZD shifts were worked by local officers for the following two events in the Lakes area in June with the following results:



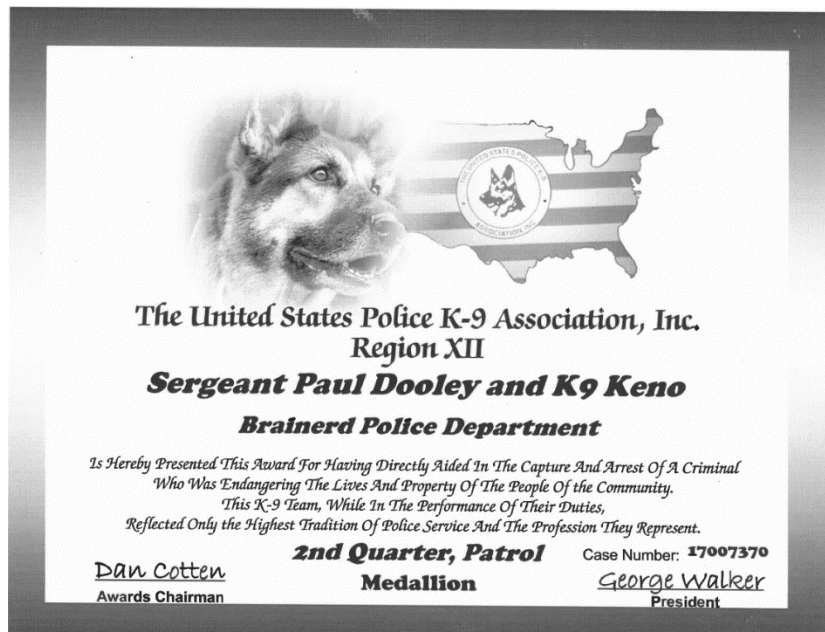
Event:	<u>Lakes Jam</u>	<u>Crosby Street Fest</u>
Location:	MN HWY 371	MN HWYs 210 & 6
Officers:	5	3
Vehicles Stopped:	49	21
DWI Arrests:	2	2
Warrant Arrests:	1	2
Total Citations:	8	6

Annual K9 Certification

Sergeant Paul Dooley, K9 Keno, and decoy/assisting Officer Nick Andringa participated in the Annual K9 Certification process in Alexandria, MN. Sergeant Dooley and Keno received the US Police Canine Association certification on June 19th.



At the certification, Paul and Keno also received recognition and a Patrol Medallion Award for tracking a felony suspect that had fled from a traffic stop in May of 2017.



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
May	1739	343 Hours	669 GB	385 MB	11.83 Minutes	56
June	1516	306 Hours	611 GB	400 MB	12.35 Minutes	50

Conduct on Premises Activity Report for June

ICR	Date Reported	Title	House #	Summary Contains
18007570	06/02/18	Conduct on Premises	315 4 th Avenue NE	Subsequent COP with WMP

Monthly Police Activity

June	2018	2017
Calls	1557	1600
Citations (Inc. Parking)	244	245
Part I and Part II Crimes Reported	190 **	291

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

104 parking tickets were issued in the month of June with the following dispositions:

6	Dismissed
2	Business Validations
53	Paid in Full
0	Partial Payments Received
43	No Payment Received

Revenue Recapture Receipts:

To Date: \$ 38,825.69

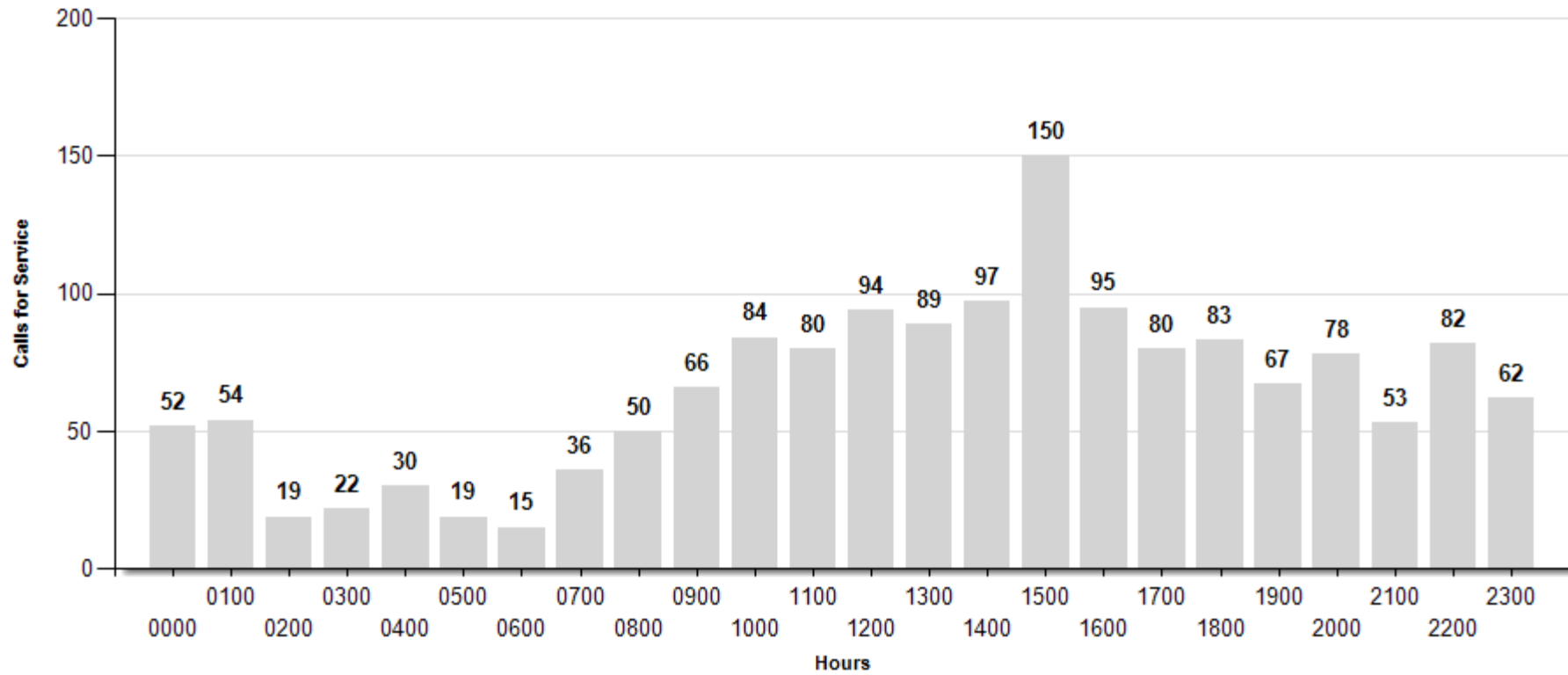
In 2018: \$ 5,037.00



Calls for Service Hourly

6/1/2018 to 6/30/2018

Total Calls: 1610



**RESOLUTION
NO. XX:XX**

**RESOLUTION ACCEPTING DONATIONS AND/OR CONTRIBUTIONS
FROM APRIL 1, 2018 THROUGH JUNE 30, 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

MEMO

TO: Mayor and Council

FROM: City Administrator Cassandra Torstenson

DATE: July 11, 2018

RE: Resolution Accepting Donations & Contributions for 2ND Quarter 2018

Attached is a resolution accepting donations and contributions that have been made to the City of Brainerd for the period of April 1, 2018 through June 30, 2018. The City is very appreciative to all who have made these contributions. The funds from the donations and contributions will be used as requested by the donor.

A resolution needs to be adopted with a two-thirds vote of the Council. The item appears on the July 16, 2018 agenda.

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

\dj

LEGIONVILLE DONATIONS

Organization Name	2018		
Lake Country Dental Ltd	\$ 40.00	Merrifield Marathons Inc	\$ 300.00
NAPA Auto Parts - Baxter	\$ 50.00	RF Club	\$ 350.00
Schroeders TV & Appliance	\$ 50.00	Brainerd Fire Relief Association	\$ 550.00
The Office Shop	\$ 50.00	Lowell PTA	\$ 550.00
Pike Plumbing & Heating	\$ 70.00	VFW Post #1647	\$ 550.00
Holden Electric	\$ 75.00	Harrison Teacher's Association	\$ 1,000.00
Anderson Brothers Construction	\$ 100.00		
Brainerd Credit Union	\$ 100.00		
Dondelinger's	\$ 100.00		
Kiwanis Club of Brainerd	\$ 100.00		
Lakes Dental Care	\$ 100.00		
Lindner Media Productions Inc	\$ 100.00		
Northland Cabin Care/Mike Julie Degan	\$ 125.00		
Brainerd Animal Hospital	\$ 200.00		
Rugged River Resort	\$ 200.00		
ADA Inc - Pine Square	\$ 275.00		
Hy-Tec Construction	\$ 275.00		
Town of Fort Ripley	\$ 275.00		
Town of Long Lake	\$ 275.00		
Town of Nokay Lake	\$ 275.00		
Town of Oak Lawn	\$ 275.00		
Town of St. Mathias	\$ 275.00		
Knights of Columbus	\$ 275.00		
Town of Daggett Brook	\$ 275.00		
Brock White Construction Materials	\$ 275.00		
Moose Lodge #1060	\$ 275.00		
Elks Lodge #615	\$ 275.00		
Widseth Smith & Nolting	\$ 275.00		
Eagles Club	\$ 275.00		
Bremer Bank	\$ 275.00		
SEH	\$ 275.00		
Shipman Auto Parts	\$ 275.00		
Northern Orthopedics Ltd	\$ 275.00		
Mid-MN Federal Credit Union	\$ 275.00		
Deerwood Bank	\$ 275.00		
Guests Incorporated (McDonalds)	\$ 275.00		
Thelen Heating & Roofing	\$ 275.00		
Baxter Lions Club	\$ 275.00		
Arnold S. Johnson Enterprises, LLC	\$ 275.00		
Brainerd Eyecare Center	\$ 275.00		
Brainerd Hardwoods Inc	\$ 275.00		
E.L. Menk Jewelers, Attn: Mr. & Mrs. M	\$ 275.00		
Lexington Manufacturing	\$ 275.00		
American Legion Post #255	\$ 300.00		
		TOTAL	\$ 12,760.00

MEMO

TO: Connie Hillman, Finance Director

FROM: Mark Ostgarden, City Planner

DATE: July 11, 2018

RE: 2nd Quarter 2018 Donations

The City Planner's Office received the following donations from April – June 2018:

- | | | |
|--------|----------------------|--------------------|
| • NJPA | \$600.00 (In-Kind) | Comp Plan |
| • NJPA | \$4,365.65 (In-Kind) | Riverfront Project |

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

\dj

MEMO

RECEIVED

MAY -1 2018

**CITY OF BRAINERD
ADMINISTRATION**

TO: ADMINISTRATIVE SPECIALIST DARLA JOHNSON
FROM: CHIEF MCQUISTON 
DATE: 05-01-18
**RE: DONATIONS TO THE BRAINERD POLICE DEPARTMENT
QUARTER 2---2018**

Below is a donation received by the Brainerd Police Department on April 30th, 2018, for deposit and to report for 2018 2nd Quarter Donations:

- 1. \$150 from The Senior Morning Club for the Police Department K-9 Program**

Please contact me if you have any questions regarding this.

MEMO

TO: Finance Director Connie Hillman
FROM: Fire Chief Tim Holmes
DATE: July 2, 2018
SUBJECT: 2018 – 2nd Quarter Donations



www.ci.brainerd.mn.us

2nd Quarter donations for the Brainerd Fire Department are as follows:

• Brainerd Jaycees	\$ 500	Donation
• WalMart	\$1,000	Public Safety Education
• Brainerd Fire Relief Assn	\$1,382	Training Maniken
• Brainerd Fire Relief Assn	\$3,750	Paid on-Call Firefighter Duty Boots

Feel free to contact me with any questions.

Brainerd Parks and Recreation

Contributions and Donations April-June 2018

Received From	Receipt Date	Type of Donation	Amount Received
Bremer Banks	04/02/18	Special Events	100.00
Winners Trophy & Engraving	04/02/18	Special Events	100.00
Brainerd Jaycees	04/05/18	Mustang Baseball sponsor	225.00
Tom Hofius Insurance LLC	04/09/18	Junior Youth Softball sponsor	200.00
Baxter Lions Club	04/13/18	Special Events	100.00
East Side Auto & Muffler	04/24/18	Junior Youth Softball sponsor	200.00
Neighborhood National Bank	04/30/18	Shetland T-Ball sponsor	175.00
Party World	04/30/18	Designated for MMP field improvements	150.00
Rafferty's Pizza	05/02/18	Shetland T-Ball sponsor	175.00
612 Station	05/03/18	Designated for MMP field improvements	150.00
Brainerd Jaycees	05/07/18	Designated for Jaycees Park	1,000.00
Oak Lawn Tavern	05/09/18	Designated for MMP field improvements	150.00
MN Dept of Human Services	05/10/18	Designated for MMP field improvements	325.00
Deb Doucette	05/11/18	Memorial tree plaque	25.00
This Ones for Hop Inc	05/14/18	Designated for MMP field improvements	250.00
Sullivan Candy and Supply	05/16/18	Senior Youth Softball sponsor	200.00
Ernie's on Gull Lake	05/21/18	Pony Baseball sponsor	275.00
Brainerd Lakes Chapter Muskies Inc	05/29/18	Special Events	100.00
Brainerd BN Credit Union	05/31/18	Special Events	100.00
Marr Sales Group	06/01/18	Pinto Baseball sponsor	175.00
LU 242 IBEW/Twin Ports NECA LLMCC	06/04/18	Designated for MMP field improvements	325.00
Holden Electric Co Inc	06/04/18	Designated for MMP field improvements	325.00
Rick Hjelm	06/08/18	Memorial bench	735.00
Helen Danielson	06/12/18	Memorial tree plaque	30.00
Brainerd Area Sertoma Club	06/19/18	Special Events	100.00
Greenheck Auto Glass	06/22/18	Designated for Youth Softball-Shirts for Mid-Summer Slam	200.00
Anonymous	06/26/18	Designated for Jaycees Park	15.00
Baxter Bass Snatchers	04/24/18	10 rod/reel combos - Kids Fishing Clinic	in-kind
Sullivan Candy & Supply	05/04/18	Candy - Kids Fishing Clinic	in-kind
Viking Coca-Cola	05/23/18	Beverages - Kids Fishing Clinic	in-kind
TOTAL			\$5,905.00



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

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

July 16, 2018
City Council Chambers
7:15 PM

1. Event/Street Closure Application – Brainerd Dispatch Customer Appreciation
2. Improvement 18-01 Testing Services – Brainerd Salt/Sand Storage Facility
3. Improvement 18-03 – Change Order 1
4. Improvement 18-03 – Pay Application 1 - Final



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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



SPECIAL EVENT APPLICATION

Date of Application: July 5, 2018

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 Laurel 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 Dispatch Customer Appreciation

Organizer Information

Organizer's Name: Brainerd Dispatch
Organizer's Address: 506 James St. Brainerd MN 56401
Event Contact Person: Leo Miller
Event Contact Daytime Phone: 218-855-5835
Event Contact E-mail Address: Leo.Miller@BrainerdDispatch.cp,
Contact Name/Number Day of Event: 218-855-5835
For Profit/Nonprofit Status (type): Profit

Applicant information (if different from the event organizer):

Applicant Name: same
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
August 14, 2018	10:30AM	2:30 PM	Brainerd Dispatch

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:

Serve hot dogs, chips, pop and was to customers in
back parking lot of Brainerd Dispatch.
Promote Brainerd Dispatch

Site Information

Electrical usage

☐

Yes

☒

No

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

Amplified Sound

☐

Yes

☒

No

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

Restrooms provided

☒

Yes

☐

No

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:

Signs on our property with information and directions.

Trash Receptacle Disposal

☒

Yes

☐

No

Company contracted for trash receptacle disposal:

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):

Part of Alley from James Street to back parking lot of Brainerd Dispatch.

Parking lot and alley will be accessible from 5th Street,

Date and time for beginning of street closures: August 14, 2018 at 10:30 AM

Date and time for reopening of streets: August 14, 2018 at 2:30 PM

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.

We will notify two building that have access to the alley. Both have alternate access to their locations.

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

Leo Miller

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			X	Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support			X	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			X	All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit			X	All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate	X			May be required before issuing a permit.
Sign/banner Permits			X	Contact the Planning Department for information/procedure.
Parade Permit			X	Issued by the Police Department after complete submission of application.
Alcohol Use Permit			x	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>Traffic Control Request - Contact 218-454-3410</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>None</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

Submit traffic control requests to engineering dept
218-454-3410 - James Fladung - Assistant City Engineer

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:

Title of Item:

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



NTI
NORTHERN
TECHNOLOGIES, LLC

6160 Carmen Avenue East
Inver Grove Heights, MN 55076
P: 651.389.4191 F: 651.389.4190
www.NTIgeo.com

Unearthing confidence™

**STANDARD FORM OF AGREEMENT TO ENGAGE THE SERVICES OF
NORTHERN TECHNOLOGIES, LLC**

THIS AGREEMENT, entered into on June 26, 2018, by the City of Brainerd – 501 Laurel Street Brainerd, Minnesota 56401 – herein referred to as “Client” and Northern Technologies, LLC, herein referred to as “NTI” is as follows:

The Client intends to hire NTI to provide engineering consultation, construction materials testing, and special inspections as requested and scheduled for the Salt/Sand Storage Facility project located at 724 Thiesse Drive in Brainerd, Minnesota. The testing and observations will include soils, concrete, and structural steel.

The Client and NTI, for mutual consideration, agree:

- A. NTI will provide professional services as stated above.
- B. Client will compensate NTI for services based on rates as detailed in the attached sheets ‘Table 1 – General Service Rates’
- C. [Note]- Under provisions of this agreement, a late payment FINANCE CHARGE will be computed at the rate of 1.5% per month, which is an ANNUAL PERCENT RATE OF 18%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

[Note]- Under provisions of the agreement, client agrees to limit the liability of consultant in accordance with Section 10 of the attached GENERAL TERMS & CONDITIONS. The attached GENERAL TERMS & CONDITIONS are an integral part of this agreement.
- D. This contract represents the entire agreement between the parties and supersedes all representations or agreements. This proposal has been presented in duplicate with the purpose being, upon acceptance, one copy may be retained for your records and one copy may be signed and returned to NTI as written authorization to proceed. If you instruct us to begin, or allow us to continue performing services prior to returning a signed contract, it will be understood that all terms of this Proposal and the attached General Terms & Conditions are acceptable and all parties will be bound by the terms of this Proposal. The attached General Terms & Conditions are incorporated by reference and are an integral component of this contract.

Precision • Expertise • Geotechnical • Materials

FARGO • BISMARCK • GRAND FORKS • MINOT • INVER GROVE HEIGHTS • RAMSEY • RAPID CITY • SIOUX FALLS



ACCEPTANCE

Please indicate your acceptance of this agreement by signing one copy and returning it to us. We look forward to working with you and being part of your team. If you have any questions, feel free to contact Morgan at MorganB@NTIgeo.com or (763) 498-1245.

NORTHERN TECHNOLOGIES, LLC

Morgan Bakeman, EIT
Project Manager / Staff Engineer

CITY OF BRAINERD

By: Paul Sandy

Printed Name: Paul Sandy

Title: City Engineer

Date: 07/06/2018

Attachments:

Standard Form of Agreement Services Rates
General Terms & Conditions



NTITM
NORTHERN
TECHNOLOGIES, LLC

Standard Form of Agreement Services Rates
Salt/Sand Storage Facility
Brainerd, Minnesota

Unit Cost

Personnel Rates

Principal Engineer	\$165.00	per hour
Senior Engineer	\$145.00	per hour
Engineer / Project Manager	\$125.00	per hour
Engineering Assistant	\$75.00	per hour
Special Inspector - Structural Steel	\$90.00	per hour
Special Inspector - Concrete	\$65.00	per hour
Special Inspector - Masonry	\$65.00	per hour
Special Inspector - Fireproofing	\$65.00	per hour
Special Inspector - Firestopping	\$90.00	per hour
Special Inspector - Other	\$75.00	per hour
Engineering Technician	\$58.00	per hour
Assistant Project Management	\$55.00	per hour

Field & Laboratory Testing - Soils & Aggregates

Density/Moisture Relationship of Soil		
Standard Proctor (ASTM D698)	\$120.00	per test
Modified Proctor (ASTM D1557)	\$135.00	per test
Cohesive Soil Preparation	\$65.00	per sample
Field Density Test		
By Nuclear Method (ASTM D6938)	\$18.00	per test
By Sand-Cone (ASTM D1556)	\$25.00	per test
MnDOT Modified Dynamic Cone Penetrometer	\$18.00	per test
Moisture Content (ASTM D2216)	\$25.00	per test
Mechanical Analysis through #200 Sieve (ASTM C136 & D1140)	\$115.00	per test
Mechanical Analysis through 0.001 mm by Hydrometer Method (ASTM D7928)	\$190.00	per test
Mechanical Analysis Percent Passing #200 Sieve (ASTM D422)	\$50.00	per test
Percent Crushed (ASTM D5821)	\$55.00	per test
Fine Aggregate Angularity (ASTM C1252)	\$50.00	per test
Specific Gravity (ASTM D854)	\$75.00	per test
Organic Content of Soil (ASTM D2974)	\$45.00	per test
MnDOT Topsoil Borrow (Mechanical Analysis, Organic Content, Nutrients, pH)	\$260.00	per test

Field & Laboratory Testing - Concrete

Slump (ASTM C143), Temperature (ASTM C1064), and Air Entrainment (ASTM C185) Tests		
Casting, Curing (ASTM C31), Testing (ASTM C873), and Reporting Compressive Strength of Concrete Cylinders		
6" x 12" Cylinder	\$22.00	per cylinder
4" x 8" Cylinder	\$20.00	per cylinder
Securing Samples from Hardened Concrete by Coring (ASTM C42)		

Travel Expenses

Vehicle Mileage	\$0.75	per mile
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GENERAL TERMS & CONDITIONS

1.0 CONTRACT

- a. The foregoing Proposal and these General Terms and Conditions constitute the contract (hereinafter, "Contract") between Northern Technologies, LLC., (hereinafter, "NTI") and the party signing the Client Authorization (hereinafter, "Client")
- b. If Client directs NTI to proceed with Services (as defined below) prior to execution of this Contract, or if Client allows NTI to continue with Services after having received this Contract, it is understood that each party is bound by the terms and conditions of this Contract whether or not Client has signed this Contract.

2.0 SERVICES

- a. NTI will provide Client with the services specified in the Proposal (hereinafter, "Services" or "Scope of Services") in accordance with the Contract's terms. Services enumerated in writing in the Contract are considered Basic Services. Services not specifically enumerated in writing in the Contract are not included in the scope of NTI's Services and are not NTI's responsibility.
- b. Should the need arise for NTI to expand our services in response to conditions or events outside our control, NTI would, under Client's direction, submit a separate proposal providing such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation for Basic Services.
- c. NTI will provide Services to Client as an independent contractor and not as the Client's employee, agent, partner, or joint venturer.
- d. NTI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. If, while performing the Services any hazardous substances or conditions are discovered or encountered that pose unanticipated risks or costs, it is agreed that the scope of Services, time schedule and the estimated Contract costs shall be reconsidered and that this Contract may, at NTI's option, be re-negotiated or terminated. If the Contract is so terminated, Client shall pay NTI for the Services performed up to the date of termination plus NTI's reasonable termination and demobilization costs and expenses.
- e. If NTI's performance of the Services is delayed by Client or by any other circumstance beyond NTI's direct and reasonable control, then the time for NTI's completion of the Services shall be automatically extended based upon the duration and impact of each such delay and NTI shall be entitled to additional compensation from Client

3.0 GENERAL RESPONSIBILITIES

- a. NTI shall not be responsible for the performance of any activity or obligation other than the Services specified in the Contract, and NTI's performance shall not be construed as relieving Client or any third party of their responsibilities. NTI shall have no responsibility for, or any liability pertaining to: (1) the superintending, supervising, or directing of the work of any independent contractor, agent or employee of Client or any third party; or (2) the results or consequences of work performed by any such independent contractor, agent or employee of Client or any third party; or (3) any claims or allegations of rights by any person or party other than Client relating to NTI's Services; or (4) for job site safety at the location which is the subject of this Contract (hereinafter, "Site").
- b. NTI will be responsible for obtaining only those government permits, approvals and authorizations that are specified in the Scope of Services of the Contract. NTI is not responsible for project delays, damages or impacts due to the government's failure to issue said permits in a timely fashion.
- c. Unless otherwise expressly agreed by NTI and Client in writing NTI's performance of its Services is solely and exclusively for the benefit of the Client and no party other than Client shall be entitled to rely upon any documentation, representation, report, statement or service made or performed by NTI.

4.0 CLIENT RESPONSIBILITIES

- a. Client will make available to NTI all known information regarding existing and proposed requirements which affects the work, including but not limited to: specifications, contracts, recommendations, plans and change orders.
- b. Client will immediately transmit to NTI any new information that becomes available to Client or Client's contractors or subcontractors, so that recommended actions can be reviewed.

- c. Client will provide a representative to answer questions about the project when required by NTI upon 24-hour notice.
- d. Client will not hold NTI liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by or on behalf of Client, and Client will indemnify NTI against liability arising out of or contributed to by such information.
- e. NTI shall be entitled to additional compensation for all extra work caused by or resulting from the failure of the information provided to accurately describe the Site conditions.
- f. With the exception of those specified as NTI's responsibility in the Scope of Services, Client shall timely obtain all necessary permits, governmental approvals and access agreements to allow NTI and its agents access to the Site and any buildings thereon.
- g. Client is responsible for notifying property owner(s) of the nature, scope and timing of NTI's work, along with any potential damage that may occur during the execution of said work.
- h. Client shall provide reasonable safe access to the proposed location of work including but not limited to slopes, distance from utilities, removal of site obstructions, etc.

5.0 NTI RESPONSIBILITIES

- a. NTI will perform its Services consistent with the level of care and skill ordinarily exercised by members of the geotechnical and materials testing profession currently practicing under similar conditions (the "Standard of Care"). No warranty of any kind, expressed or implied, is made by NTI.
- b. NTI will be responsible for its data, interpretation and recommendations, but will not be responsible for interpretation by others.
- c. NTI will take reasonable precautions to prevent damage to property. However unless specifically included in the Scope of Services NTI will not be responsible for the repair or cost of repairs of property including but not limited to pavements, turf, walks, vegetation, utilities, irrigation, buildings or any other site improvements.

6.0 INSURANCE

- a. NTI will carry worker's compensation insurance and public liability, property damage, and errors and omissions insurance policies, which NTI considers adequate. In addition to any other limitations set forth in this Contract, it is agreed that in no event will NTI be responsible for loss, damage or liability beyond the limits and conditions of NTI's available insurance. NTI will not be responsible for any loss or liability arising from the negligence of Client or by other persons or entities employed by Client.

7.0 COMPENSATION

- a. NTI's Proposal specifies if the fee is a fixed fee or an estimate based on set rates. Unless specifically stated in the Proposal Client acknowledges that the fee estimate will not be construed to be a maximum or not to exceed amount.
- b. NTI will submit invoices to client monthly, and a final invoice upon completion of Services. Invoices will show charges based on current NTI Fee Schedule or other basis agreed upon in writing. A detailed separation of charges and backup data will be provided at Client's request.
- c. Client shall notify NTI immediately if there are any issues relating to the invoice format, amounts, name of responsible party or any other factors preventing payment of the invoice as submitted.
- d. Unless specifically stated in the Proposal, NTI's fees will not be subject to retainage.
- e. Unless specifically stated in the Proposal, payment of invoices for NTI Services shall not be contingent upon project financing or payments received by the Client from other parties.
- f. The Client will pay the balance stated on the invoices unless Client notifies NTI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. NTI will strive to resolve Client's concerns in a timely manner as long as the balance of the invoice is paid within the terms of this Contract. In the event Client fails to bring a billing dispute to NTI's attention within the 15-day period, Client waives the right to later dispute the invoice.
- g. Payment is due upon receipt of invoice and is considered past due thirty (30) days from invoice date. On past due accounts, Client will pay a late charge of 1.5(%) per month, or the maximum allowed by law.



GENERAL TERMS & CONDITIONS

- h. In the event Client fails to pay NTI within sixty (60) days following invoice date, NTI may consider the default a total breach of this Contract and all duties of NTI under this Contract will be terminated.
- i. Partial payments received will first be applied to accrued late charges, then expenses and then to the principal balance.
- j. Client agrees that NTI may increase its billing rates/fees on each anniversary of this Contract.

8.0 OWNERSHIP OF DOCUMENTS / SAMPLES

- a. The Client acknowledges that the reports, data, plans, specifications, representations, correspondence and all other documents prepared by NTI as part of its Services under this Contract (collectively referred to as "Documentation") are instruments of NTI's service to Client. Client agrees to save, defend, indemnify and hold NTI and its officers, directors, shareholders, employees and agents harmless from and against all claims, damages, losses and related expenses (including, without limitation, all reasonable attorney fees, disbursements, expert witness fees and all costs of court and litigation) in any manner arising from or pertaining to: (a) any re-use of the Documentation without the prior written authorization of NTI or, (b) claim(s) by any third party (other than Client) to whom Client distributed or provided any of the Documentation, either directly, through an agent, or by requesting that NTI provide it to the third party, without the prior written authorization of NTI.
- b. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- c. NTI will retain all pertinent records concerning Services performed for a period of two (2) years after the report is sent; during that time the records will be made available to the Client during NTI's normal business hours.
- d. NTI will retain representative samples for 30 days after submission of NTI report. Upon request by Client, samples can be shipped, charges collect, to destination selected by Client; or NTI can store them for an agreed upon storage charge.

9.0 DISPUTES

- a. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Contract, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to litigation.
- b. In the event of any litigation arising out of or relating to this Contract or the Services, the prevailing party shall be entitled to reasonable attorneys' and experts' fees, court costs and other costs of collection including NTI's labor costs in connection with the prosecution of any collection lawsuit.

10.0 LIMITATION OF LIABILITY

- a. CLIENT understands that the Services provided by NTI involve the application of scientific and technical skill, judgment and discretion that is not an exact science and that NTI cannot and does not guaranty the results of its Services. Instead, NTI agrees to perform the Services according to the Standard of Care.
- b. NTI's liability to the Client and all contractors and subcontractors on the project, for damages due to professional negligence, negligence or breach of any other obligation to Client or others, will be limited to an amount not to exceed \$20,000 or NTI's fee, whichever is less.
- c. Client will notify any contractor or subcontractor who performs work in connection with any work done by NTI of the limitations of liability for design defects, errors, omissions, or professional negligence, and to require as a condition precedent to their performing their work, a like indemnity and limitations of liability on their part as against NTI. In the event the Client fails to obtain a like limitation and indemnity, Client agrees to indemnify NTI for any liability to any third party.
- d. NTI shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable

control. Additionally, in no event shall NTI be liable or responsible to Client or any other person for any consequential, special, incidental, exemplary, or punitive damages, including but not limited to, governmental fines, penalties or liabilities, lost profits or other economic loss (whether arising from negligence, errors, omissions, breach of contract, breach of warranty, tort, strict liability or otherwise), resulting from any claimed defect or deficiency in the Services provided by NTI or any failure by NTI to provide Services.

11.0 TERMINATION

- a. This agreement may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven days. Upon termination other than for NTI's default, NTI will be paid for Services rendered plus reasonable termination expenses.
- b. If the Contract is terminated prior to completion of all reports contemplated by the agreement, or suspended for more than three (3) months, NTI may complete analysis and records as are necessary to complete its files and may complete a report on the Services performed. Termination or suspension expenses will include direct costs of completing analysis, records and report.

12.0 ASSIGNS

- a. Neither party may assign duties or interest in the Contract without the written consent of the other party.

13.0 MISCELLANEOUS

- a. If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- b. This Contract is the entire agreement between NTI and Client and it supersedes all prior written or oral agreements with respect to the subject matter hereof. No amendment or assignment of the Contract shall be effective unless agreed to in a writing signed by authorized representatives of both parties.
- c. The provisions of this Contract relating to the limitation of liability and damages, warranties, indemnification, use of plans, specifications, reports and all other Documentation provided by NTI and those specifying choice of law, dispute resolution, notice, waiver, and severability shall survive termination of this Contract.
- d. The terms of this Contract and its enforcement and interpretation shall be governed by the laws of the state where the project is located. If any provision of this Contract is determined to be unlawful, invalid or unenforceable, that provision shall be severed from the Contract and shall not render this Contract, or any other of its other provisions, unlawful, invalid or unenforceable.

14.0 PRE-LIEN NOTICE

- a. By signing this Contract Client represents and warrants that it either owns fee title to, or has the legal right to direct NTI to perform Services in connection with, the site of the project and that there is presently nothing to prevent NTI from filing a lien against the site of the project.
- b. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- c. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of City of Brainerd

Change Order No. 1

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. 18-03	CONTRACT NO.
CONTRACTOR NAME AND ADDRESS KAMCO Inc 23524 735th ave Dassel, MN 55325		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$2,128.44	

Rate change due to 30% less than estimated quantities for first 2 days of work.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 000					
2331.603	CRACK SEALING	L F	\$0.06	35474	\$2,128.44
Funding Category No. 000 Total:					\$2,128.44
Change Order No. 1 Total:					\$2,128.44

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)

Due to this change the Contract Time:

- a. ☐ Is Increased by _____ Working Days
☐ Is Decreased by _____ Working Days
☐ Is Increased by _____ Calendar Days
☐ Is Decreased by _____ Calendar Days
- b. ☒ Is Not Changed
- c. ☐ May be revised if work affected the controlling operation

Approved By Project Engineer: Paul G Sandy	Approved By Contractor: KAMCO Inc
Signed _____	Signed <u>KM</u>
Date: _____ Phone: <u>0</u>	Date: <u>7-10-18</u> Phone: <u>(612) 508-3904</u>



Brainerd City Council Agenda Request

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Submitted by:	Department:
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Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

CITY OF BRAINERD ENGINEERING

2500 W Cty Rd B
Roseville, MN 55113
Project 18-03 - 2018 CRACK SEALING
Final Pay Request No. 1

Contractor:	KAMCO Inc 23524 735th ave Dassel, MN 55325
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Contract No.	
Vendor No.	N/A
For Period:	6/28/2018 - 7/10/2018
Warrant # _____	Date _____

Contract Amounts

Original Contract	\$12,619.00
Contract Changes	\$2,128.44
Revised Contract	\$14,747.44

Work Certified To Date

Base Bid Items	\$13,222.24
Backsheet	\$0.00
Change Order	\$2,128.44
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$15,350.68

Funds Encumbered

Original	\$12,619.00
Additional	N/A
Total	\$12,619.00

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
18-03	\$15,350.68	\$15,350.68	\$0.00	\$0.00	\$15,350.68	\$15,350.68
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$15,350.68	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed,
that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed
in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Sandy, Paul G
c2c7a4dc1f417c6dd641a54ff9f613
9169b8e4f0a986a4eecf222186816a69

County/City/Project Engineer
07/10/2018

Approved By
Tormanen, Ken P
8785a0dcc6aff39d8308a83505d6ecd2
8f03752887b158d0cd7191f08a0400a5

Contractor

CITY OF BRAINERD ENGINEERING

2500 W Cty Rd B
Roseville, MN 55113
Project 18-03 - 2018 CRACK SEALING
Final Pay Request No. 1

Contractor:	KAMCO Inc 23524 735th ave Dassel, MN 55325
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Contract No.	
Vendor No.	N/A
For Period:	6/28/2018 - 7/10/2018
Warrant #	_____ Date _____

Date

07/10/2018

Date

CITY OF BRAINERD ENGINEERING

2500 W Cty Rd B

Roseville, MN 55113

Project No. 18-03

Final Pay Request No. 1

18-03 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	06/28/2018	07/10/2018	\$15,350.68	\$0.00	\$15,350.68
Totals:			\$15,350.68	\$0.00	\$15,350.68

18-03 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
000	15,350.68	0.00	0.00	15,350.68	15,350.68
Totals:	\$15,350.68	\$0.00	\$0.00	\$15,350.68	\$15,350.68

18-03 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
401-41803-5530	Local-City of Brainerd	15,350.68	14,747.44	12,619.00	15,350.68
Totals:		\$15,350.68	\$14,747.44	\$12,619.00	\$15,350.68

CITY OF BRAINERD ENGINEERING

2500 W Cty Rd B

Roseville, MN 55113

Project No. 18-03

Final Pay Request No. 1

18-03 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
2018 CRACK SEAL IMPROVEMENTS									
1	2021.501	MOBILIZATION	LS	\$1.00	1	1	\$1.00	1	\$1.00
2	2331.603	CRACK SEALING	L F	\$0.22	57350	60092	\$13,220.24	60092	\$13,220.24
3	2563.601	TRAFFIC CONTROL	LS	\$1.00	1	1	\$1.00	1	\$1.00
Totals For Section 2018 CRACK SEAL IMPROVEMENTS:							\$13,222.24		\$13,222.24
Change Order 1									
4	2331.603	CRACK SEALING	L F	\$0.06	35474	35474	\$2,128.44	35474	\$2,128.44
Totals For Change Order 1:							\$2,128.44		\$2,128.44
Project Totals:							\$15,350.68		\$15,350.68

18-03 Contract Changes					
No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	7/10/2018	Rate change due to 30% less than estimated quantities for first 2 days of work.	\$2,128.44	\$2,128.44
Contract Change Totals:				\$2,128.44	\$2,128.44

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

July 16, 2018
City Hall Conference Room
7:00 PM

1. Approval of Bills & Payments to Contractors

<u>Contractor</u>	<u>IMP#</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Amount Retained</u>
KAMCO Inc.	18-03	Final 2018 Crack Sealing	\$15,351	\$0

2. 2019 Budget Timeline Discussion
3. Brainerd and Crow Wing County Public Transit Space Lease
4. Community Development Director Position – Reorganization Opportunity



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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



Brainerd City Council Agenda Request

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www.ci.brainerd.mn.us

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective January 1, 2019, by and between City of Brainerd ("Landlord") and Brainerd & Crow Wing County Public Transit ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as Brainerd City Hall, Transit Office, 501 Laurel Street, Brainerd, MN 56401.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1, 2019 and ending December 31, 2019. On January 1, 2019 Tenant shall have possession of the lease premises.

2. Rent. Tenant shall pay to Landlord a monthly rent during the initial term and during the renewal period lease of \$615.00 per month.

3. Use. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's effective written consent.

5. Utilities. Landlord shall pay all charges for sewer, gas, electricity, fax, phone, internet and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

6. Entry. Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

7. Leased Premises Rules. Tenant will comply with the rules of the Leased Premises adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

IN WITNESS WHEREOF, the parties have executed this Lease on July 9, 2018

Landlord, Cassandra Torstenson, City Administrator

Tenant, Andy Stone, Transit Coordinator



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



POSITION DESCRIPTION

TITLE:	Community Development Director
DEPARTMENT:	Community Development
SUPERVISOR:	City Administrator
STATUS:	Full-time/Non-Union/Exempt

PRIMARY OBJECTIVE OF POSITION

This position is a member of the city's management team. The Director works with the City Administrator and other department directors to assure compliance with the City's policies, goals, and programs designed to achieve interdepartmental communication and cooperation. Directs and coordinates the activities of the Community Development Department which is responsible for planning, zoning, matters related natural resources and environment, community and economic development, and building and fire code administration.

ESSENTIAL JOB FUNCTIONS

The essential job functions listed below are intended to describe the various types of work that may be performed and are not all-inclusive. The omission of other duties not listed does not exclude them if the work is similar, related or a logical assignment to the position. The job description is subject to change as the needs of the employer and requirements of the job change.

1. Develops an effective organization. This includes analyses of operations, decisions, or recommendations concerning organization and procedures, and responsibility for the development, motivation, and proper supervision of all department personnel.
2. Works with supervisory staff to develop annual budgets, project budgets, and capital improvement programs; control expenditures within approved limits; ensure the maintenance of required records; and prepare regular and special reports as required. Keeps the City Administrator informed of department services activities, issues and problems.
3. Prepares short and long range work plans for the Community Development Department.

4. Ensures effective coordination with other City departments and compliance with City rules and regulations. Develops and implements new programs, policies, and procedures as necessary to achieve compliance with laws, codes, and new mandates.
5. Is proactive on issues and programs which result in orderly development; protect the public health, welfare, and safety; and protect and enhance the environment.
6. Coordinates and supervises the activities of planning consultants.
7. Contributes to effective community relations. Provides for participatory processes for citizens and businesses relating to the preparation and administration of plans, policies, regulations and programs.
8. Establishes and maintains effective interagency relationships. Identifies those issues, programs, and policies of other agencies, which impact the City and/or its citizens and takes appropriate action to benefit the City and its citizens. Serves as a liaison between the City, residents, and other governmental agencies to effectively represent the City, manage requests and complaints, and provide for the dissemination of information.
9. Provides staff support to various commissions and committees.
10. Oversees the preparation, maintenance and implementation of the city's Comprehensive Plan.
11. Oversees the preparation, maintenance and enforcement of official development controls and other related city code requirements.
12. Administers system for certain city costs to be charged back to development projects; works with the Finance Department to monitor charges and revenues associated with development projects.
13. Provides information and assistance to existing and potential business and industries to promote locating, relocating, or expanding within the City; evaluates current economic development programs and strategies to assure their effectiveness.
14. Seeks resource opportunities to support city operations, services and facilities, through collaborations, grants, and other available programs.
15. Performs other duties as assigned or apparent.

KNOWLEDGE, SKILLS AND ABILITIES

1. The ability to coordinate and manage the activities of the Community Department personnel; the ability to prioritize and assign jobs, to prepare and adhere to schedules, and anticipate staffing needs.

2. Possess a working knowledge of computer hardware and software including Microsoft Outlook, Word, Excel; GIS; PowerPoint and other applicable software programs.
3. The ability to communicate effectively in both written and verbal form with a variety of City personnel and members of the public.
4. The ability to work both independently and within a team as team manager.
5. The ability to maintain effective working relationships with a variety of City personnel, members of the public, and various agencies.
6. Strong analytical, planning, and administrative ability; personnel management and development skills.
7. Ability to organize meetings, develop agendas and achieve the directed outcomes of commissions, committees, and City Council.
8. The ability to stay current on trends in community planning and development.
9. Complete knowledge of state and federal laws related to community planning and development regulation.
10. Knowledge of real estate development and laws, including acquisition and disposition.
11. Knowledge of all City ordinances, policies and procedures as they relate land use planning and development regulations.
12. Ability to communicate effectively and tactfully, both orally and in writing with the supervisor, city employees, and the city's customers.
13. Ability to manage multiple assignments and priorities to ensure the fulfillment of projects, tasks, and responsibilities.
14. Ability to work cooperatively with all city employees towards the common goal of providing high quality services.
15. Ability to demonstrate a commitment to provide and require excellent customer service through cooperative team and individual efforts.
16. Ability to provide suggestions, advice and support to supervisor, other city employees, and the city's customers.
17. Ability to exhibit excellent interpersonal and human relationship skills.

18. Ability to assist fellow employees with developing and implementing programs and objectives to improve departmental and city-wide efficiency.
19. Exhibits behavior consistent with the mission, vision and values of the City of Baxter.
20. Furthers the mission, vision and values of the city through excellent customer service, creative problem solving, decision-making, and stewardship of city resources.
21. The ability to work both independently and within a team.

REQUIRED QUALIFICATIONS

1. Bachelor's Degree in Urban Planning, Public Administration or related field.
2. Five (5) years experience with municipal or urban planning.
3. One (1) year supervisory experience.
4. Demonstrated ability to work with property owners, developers and community groups.

DESIRED QUALIFICATIONS

1. Graduate degree in Urban Planning, Public Administration or related field.
2. Five (5) years experience with municipal or urban planning.
3. Three (3) years supervisory experience.

PHYSICAL REQUIREMENTS

Work is performed primarily in a standard office environment that includes exposure to computer screens. Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

It is the policy of the City of Baxter to provide equal employment opportunities to all persons. All employment policies and practices shall be non-discriminatory in compliance with federal laws, state statute, and local ordinances.

| Revised: March 15, 2016

July 12, 2018

Sent via email only

Ms. Kris Schubert
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Ms. Schubert,

Thank you for the opportunity to submit a proposal to assist the City of Brainerd with a search for your Community Development Director.

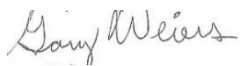
The attached proposal includes several elements that set us apart in our approach to providing this service. Highlights include:

- Knowledge: Our firm comprehensively understands local governments and, since we have provided services to Brainerd in the past, we have a solid foundation from which to build the process.
- Communication: We will be on site multiple times throughout the search process and will provide weekly email updates to the City Council throughout the process.
- Brochure/Profile: We will update the previously developed profile.
- Adherence to deadlines: When a deadline is established, we will meet it.
- Video Interview: DDA uses video interviews in the screening process to get quality data that may not be apparent on resumes. These videos are made available to the City prior to selecting candidates for final interviews.
- Work Personality Index: Prior to deciding on final candidates, the Council will also receive a personality index report on each person being considered for an interview.
- Background check process: Instead of doing a comprehensive background check on a single finalist, we do a comprehensive background and reference check on all finalists interviewed by the City Council. This is all included in the price.
- Intellectual Profile: Each finalist will complete an intellectual profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.
- Assurance: We guarantee our work for a two-year period.

The timeline included in the proposal can be modified as needed by the City. The posting of the position is delayed a bit to maintain continuity in the process. If advertising commenced immediately, there might be time lags during the search and this is not advisable.

Thank you for your consideration.

Sincerely,



Gary Weiers
DDA Human Resources, Inc.

Enclosures

DDA HUMAN RESOURCES, INC.



PROPOSAL FOR THE CITY OF BRAINERD

COMMUNITY DEVELOPMENT DIRECTOR SEARCH

JULY 12, 2018



CONTENTS OF THE PROPOSAL

◆ Description of the Firm	◆ Process Details
◆ Approach to the Process	◆ Fees
◆ Service Team	◆ Assurance
◆ Timeline	◆ References

DESCRIPTION OF THE FIRM

David Drown Associates (DDA) is a full-service consulting firm with more than 20 years working with local governments providing a full range of fiscal and economic development services, along with compensation and classification services and executive searches, to over 450 government clients throughout Minnesota. Over these years, we have gotten to know local government well, and we have worked hard to keep our services up-to-date to meet the ever-changing needs of our clients.

In 2013, we expanded our scope to provide human resources services — we started with executive recruitment and organizational studies and more recently added classification and compensation studies. In 2017, because of growth in our human resource service area, a new Human Resource affiliate company was created. DDA Human Resources Inc. currently employs seven individuals serving cities, counties, and special districts throughout Minnesota. The vast majority of our consultants are recent practitioners having served as Administrators or Human Resource Managers. In addition, the scope and breadth of experience levels we bring to this project is second to none.

We take great pride in providing the best service at a fair and equitable price. We think you will find that our small company is nimble, efficient, and personable. We know and understand local government, and that will always guide our work.

APPROACH TO THE PROCESS

Our approach to this search will be to focus on finding the best fit for the City of Brainerd. This is accomplished, first and foremost, by listening to what you are saying, understanding your goals and objectives, and building the search process off of that foundation.

After gathering background information, we comprehensively advertise the position and make sure that the posting gets into the hands of prospective candidates. In some cases, those persons are not active job seekers, so we will make every effort to find those folks through direct outreach efforts. After the posting closes, an analysis of candidates will be completed so that, when the semifinalists are presented to the City Council, you will be confident that these people are the best matches from the submitted applications.

After the Council selects the finalists, these candidates will be fully researched, and all necessary hiring information will be available prior to the Council making a decision.

Communication with the City Council is a high priority. In addition to our Consultant Gary Weiers being on site regularly, the City Council will receive weekly email updates, and he will always be available for questions.

SERVICE TEAM

Gary Weiers

Gary joined DDA in 2013 and has conducted nearly 50 executive searches and numerous organizational studies. The vast majority of this work has been done in greater Minnesota. This is by design in that we are passionate about meeting the needs of communities in all parts of the state. Prior to joining DDA, Gary had over 20 years of county government management experience, the last 11 years as County Administrator in Rice County. Prior to becoming Administrator, Gary served as the Social Service Department Director in Rice County and worked as a Social Service Supervisor in Mower County and Sherburne County. Gary received his bachelor's degree from the University of St. Thomas and has honed his skills by working his way up from an entry level social worker position to be the head of a \$50 million organization with over 350 employees.

In addition to conducting executive searches, Gary has done work with communities on sharing services, organizational analysis, strategic planning, and other management related work.

Gary will be the lead Consultant on this project.

Liza Donabauer

Liza came to DDA with both private and public-sector experience. With a background in construction and finance administration, her passion for public sector work led her to Wright County where she provided support to the HR Department, County Coordinator, and Commissioners. While pursuing her MBA, Liza entered city management for Clearwater, Kansas, and then later moved to Arlington, Minnesota.

During her four years in Arlington as a City Administrator, she completed a reorganization of the administration department, developed an orientation and capital planning process for two new councils, conducted compensation studies for several departments, engaged in a strategic planning session, and took part in developing a leadership curriculum for up and coming leaders in Sibley County. Her work has centered on human resource management, strong community participation, and leadership development.

Since joining DDA, Liza has assisted with several Administrator searches as well as assisting with Compensation and Classification Studies.

Ms. Donabauer will assist with reference checking.

Liz Foster

Liz is an Assistant Consultant that provides support and assistance within our Human Resources Division. Since joining DDA in 2015, Liz has been involved in numerous executive searches and other HR projects.

Some of Liz's duties include community research, creating position profiles, assembling interview materials for our clients, and providing general administrative support to our consultants.

TENTATIVE TIMELINE

This timeline is tentative. The final timeline will be set after the City Council's decision to proceed.

ITEM	TASK	COMPLETION DATE
Decision by City Council to proceed		July 16, 2018
Information gathering	◆ Gather all pertinent background information ◆ Meet individually with each member of the City Council ◆ Meet individually with Administrator, HR Coordinator, and others	August 17, 2018
Professional profile	◆ Update position profile and advertisement	August 17, 2018
Approve position profile	◆ City Council or City staff approves profile and process	August 27, 2018
Candidate recruitment	◆ Post position immediately upon approval of profile ◆ Comprehensively advertise ◆ Email and phone calls to prospective candidates	August 28, 2018- September 18, 2018
Screening of applicants	DDA will review and rank applicants based on job related criteria and select semifinalists	September 19, 2018
Video Interview	Each semifinalist will complete a video interview	September 27, 2018
Personality Index	DDA will administer a work-related personality index to all semifinalists.	September 27, 2018
Selection of finalists	◆ City team of Administrator, HR Coordinator, and Council liaison (or full Council) selects finalists for interviews ◆ DDA will notify candidates not selected as finalists	October 8, 2018
Background check of all finalists selected for interviews	◆ Includes: • Criminal background: county, state, national • Sex offender registry • Social Security number verification • Employment and education verification • Credit Check	October 18, 2018
Reference check on all finalists	DDA will conduct reference checks with current and former employers on all finalists	October 18, 2018
Intellectual profile	DDA will administer an intellectual profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude	October 18, 2018
Finalist Packet	DDA will provide the Council information including: • Summary of references • Results of background checks • Intellectual profile and personality index reports • Video interview • Resumes, etc.	October 18, 2018
Interviews	DDA will prepare all interview materials and be present at all interviews and other functions. It is recommended that interviews be at a special meeting	October 24, 2018
Decision	City Council will select candidate for offer	October 24, 2018
Offer and agreement	DDA will negotiate agreement with selected person	October 25, 2018
Projected start date	New Community Development Director begins	January 7, 2019
Follow up	DDA will follow up periodically with the new Director	November 2019

PROCESS DETAILS

Step 1: Information Gathering

DDA will gather and assemble background information pertaining to the City and position. In addition, Gary will meet individually with all Councilors to discuss candidate attributes, experience, and other important qualifications. Individual meetings with the City Administrator, HR Coordinator and others as determined by the City will also take place. We will quickly enhance our already comprehensive understanding of the organization, community, and position.

Step 2: Development of Position Profile

DDA will utilize a updated version of the profile used for the City Administrator position. This will result in cost savings to the City as only minimal modifications will be necessary. The City Council or City staff will approve the updated profile in advance of advertisement.

Step 3: Advertisement and Recruitment

DDA will comprehensively advertise the position and make direct contact with possible candidates who are not active job seekers. Some of the places the position will be advertised include: Association of Minnesota Counties, League of Minnesota Cities, International City/County Management Association, Minnesota Association of City/County Managers, and municipal associations in Iowa, Wisconsin, North Dakota, and South Dakota. In addition, the posting will be shared with professional networks through Minnesota State University Mankato, Hamline University, St. Cloud State University, and the University of Minnesota. Other local advertising will be done as per direction from the City. Regular communication with candidates will occur throughout the process.

The simple DDA online application process will be used unless the City prefers to use an existing City methodology.

Step 4: Initial Screening and Review

DDA will complete a comprehensive analysis of every application received and determine approximately 10-12 semifinalists based on job related criteria. Each semifinalist will complete a video interview and a work related personality index. About one week prior to the selecting finalists for interviews, the video interview, personality index, cover letter, and resume from each of the 10-12 semifinalists will be made available to the hiring team (Administrator, HR Coordinator and Council liaison) or City Council for viewing. This will allow the City ample time to comprehensively review candidates prior to determining who to bring in the for the final interviews. After finalists are selected, those not selected as finalists will be notified by DDA.

Step 5: Selection

After the City selects finalists, DDA will complete comprehensive background screenings including criminal history, civil court history, verification of recent employment, verification of education, driver's license review, credit check, and other items. Along with background checking all finalists, DDA will check employment references on each person.

In addition, DDA will administer an intellectual profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.

About a week prior to the final interview process, the City Council will have access to each candidate's application materials, video interview, background check results, reference information, a work personality report, and an intellectual profile on each person.

Early in the search process, Gary will discuss interview possibilities including department head participation options and possibilities for community involvement through a meet and greet event, interview or other functions.

Prior to interviews, Gary will prepare questions and then facilitate all interviews and other activities the City Council determines appropriate. Our goal is to make the process smooth and painless so the City Council can focus all its energy on finding the right person for the job.

Step 6: Offer

After interviews are complete, we will assist the City Council with deliberations and facilitate the offer to the selected candidate. We will negotiate the terms with the candidate based on the parameters established by the City Council.

Step 7: Follow Up

DDA will make periodic contact with the new Community Development Director for at least the first year of employment.

LIST OF SEARCH CLIENTS FROM THE PAST TWO YEARS

Entity	Type of Search	Entity	Type of Search
City of Waseca, MN	Manager	Crow Wing County, MN	Human Resource Director
City of Hector, MN	Administrator	City of Wadena, MN	Administrator
City of Mountain Lake, MN	Administrator	City of Lake City, MN	Administrator
Wadena County, MN	Coordinator	City of Breezy Point, MN	Administrator/Clerk/Treasurer
Rice County, MN	Chief Financial Officer	City of Plainview, MN	Administrator
City of Redwood Falls, MN	Chief of Police	City of Faribault, MN	Administrator
City of Brainerd, MN	Administrator	City of Fairfax, MN	Clerk/Treasurer/Administrator
City of Amery, WI	Administrator	City of Marshall, MN	Administrator
City of Arlington, MN	Administrator	City of Staples, MN	Clerk/Finance Director
City of Warroad, MN	Public Works/Utility Director	City of Mayer, MN	Administrator/Clerk
City of Nisswa, MN	Administrator/Clerk	City of Granite Falls, MN	Finance Director
City of Lake City, MN	Ambulance Director	Goodhue County, MN	Finance Controller
Pope County, MN	Coordinator	City of Isanti, MN	Finance Director
City of Baxter, MN	Administrator	City of Willmar, MN	Administrator
City of St. James, MN	Administrator	Three Rivers Community Action	Executive Director
City of Isanti, MN	Finance Director	City of Motley, MN	Clerk/Treasurer
Willmar Municipal Utilities	General Manager	City of Lake City, MN	Finance Director/Treasurer
Dodge County, MN	Administrator	City of Olivia, MN	Finance Director

In addition to the specific references listed on the following page, the City of Brainerd is encouraged to speak with any of the entities listed above.

DDA is currently conducting searches for the Cities of Winsted, Springfield, and Sleepy Eye, Minnesota, as well as Todd, Houston, and Yellow Medicine Counties.

FEES

The fee for the search process is \$15,000. This all-inclusive fee covers professional services and all expenses including travel, advertising, personality index, intellectual profile, background checks on all finalists, etc. The fee is discounted by \$2,000 because the profile will not need to be completely redone.

Because of the exclusive partnership between DDA and Sourcewell, Sourcewell will cover \$7,500 of the cost of the search. The City of Brainerd's share would be \$7,500.

The fee for the service without a 2 year guarantee would be \$13,000 split evenly between the City and Sourcewell.

ASSURANCE

If the newly hired Community Development Director leaves the organization within the first 24 months of employment, DDA will complete another search without professional service fees. Only actual expenses will be billed to the City. This guarantee only applies to the full fee option as previously stated in the proposal.

REFERENCES

Rich Nagel

Mayor, City of Arlington

Administrator Search

Phone Number: 507-964-5141

Email: rnagel@frontiernet.net

Jeff Docken

Commissioner, Rice County

Administrator and CFO Searches

Phone Number: 507-339-9711

Email: jdocken@co.rice.mn.us

Mike Dodge

Mayor, City of Mayer

Administrator Search

Phone Number: 952-215-2639

Email: mdodge.ci.mayer@frontier.com

Roger Ziebell

Mayor, City of Plainview

Administrator Search

Phone Number: 507-534-2681

Email: r.ziebell@plainviewmn.com

Royal Ross

Council Member, City of Faribault

Administrator Search

Phone Number: 507-456-2932

Email: rross@ci.faribault.mn.us



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

MEMO

TO: Mayor and City Council

CC: Cassandra Torstenson, City Administrator

FROM: Mark Ostgarden, City Planner

DATE: June 27, 2018 UPDATED July 11, 2018

RE: First Ordinance Reading – Amend City Code 900 Animals to Permit Miniature Pigs and to Amend City Code 1010 Licensing Fees

Attached are ordinance amendments to City Code Section 900 Animals that if approved, will allow small or miniature pigs in the community. The amendments are submitted for First ordinance reading consideration. Following is additional information about small pigs.

Other Cities

The following table lists eight Minnesota cities that permit small pigs as of January 2018.

City	Pigs allowed on residential property?	Permit Required	Permit Fee	Number of Pigs allowed	Notes
Bloomington	Yes	No	N/A	1 per acre	Not allowed in dwellings or garages; owner occupied properties only; no breeding allowed
Maple Grove	Yes – R-1 and R-A Districts only	No	N/A	1.5 acres minimum; 4 pigs per acre	
Minnetonka	Yes – 1 acre minimum if over 100 pounds; 0.5 acre minimum if under 100 pounds	No	N/A	1 per acre if over 100 pounds; 5 per acre if under 100 pounds	Must be contained by a fence; acreage calculation does not include wetlands and land not suitable for pasture; animals kept outside must have a structure; structure setback is at least 10 feet; raising for a commercial activity is prohibited
New Hope	Yes	No	N/A	1 per property; additional require public hearing and council approval	
Shoreview	Yes	Yes	\$10	3 per property	Two-year license; males must be neutered; may not weigh more than 100 pounds; must be less than 22 inches; requires blood test
St. Paul	Yes	Yes	\$72	Number deemed acceptable by environmental health authority	Required by written consent of 75% of nearby property owners; conditions for each permit are issued by the environmental health authority
West St. Paul	Yes	Yes	\$200	Number deemed appropriate by City Council	Council sets all requirements for permit approval; annual permit; inspection every odd-numbered year

The Planning Department contacted the highlighted communities and learned there have been no issues reported about miniature pigs.

Additional Policy Considerations for Miniature Pigs

Pigs are intelligent and social animals. Some pig experts strongly discourage owning only one pig, as it can become bored and lonely. Because of their intelligence, pigs are notorious for escaping from their enclosures if they become bored or hungry.

Urban pigs kept as pets can live between 12 and 15 years. Pigs can be litterbox trained and can live inside a house but should have outdoor access for exercise and stimulation. Like dogs, a pig should receive regular walks on a leash.

Pigs can be kept outside in shelters called arks. Proper fencing is important as pigs are inquisitive animals. Pigs are generally clean. In warmer weather, they must be supplied with a way to cool themselves as pigs do not sweat. Pigs on a farm use mud wallows to keep cool. A small wading pool can be used to keep a pig cool in an urban area.

While miniature pigs and dogs can be kept in similar manners, there are differences between the two species that could require additional regulations for miniature pigs. The City Council may want to consider the following additional regulations for keeping miniature pigs:

- 1. Should the City require spaying/neutering of miniature pigs?**

Unneutered male pigs are aggressive and give off a strong odor. Intact female pigs go into estrus every 21 days, during which time they also become more aggressive and moody. The American Mini Pig Association and the Pig Placement Network (a rescue organization) both recommend neutering/spaying pigs kept for noncommercial purposes.

The Planning Department recommends this action.

- 2. Should the City prohibit slaughter on residential properties?**

Some residents may choose to raise miniature pigs as a source of fresh pork. The City Council may want to prohibit the slaughter of pigs on residential properties.

The Planning Department recommends this action.

- 3. Should the City require a fenced area for miniature pigs?**

Experts agree that pigs are inquisitive creatures with a tendency to roam. Fencing is the preferred method for securing pigs. It is not recommended to tether miniature pigs in a yard unattended. Electric fencing does not appear to

be an option for miniature pigs. If left outside without a fenced yard, a miniature pig is likely to roam into neighboring property. At this time, it is unknown whether the city animal control officer is trained in equipped for capturing at-large miniature pigs. H.A.R.T has been contacted at it said should it be required, it is capable of impounding a pig.

See #4

4. Should the City limit miniature pig licenses to single-family residential properties?

Miniature pigs need outdoor space, which may not be available within multifamily homes. Additionally, miniature pigs living within multifamily housing complexes will be in closer proximity to neighbors, potentially becoming a nuisance. Beekeeping and chickens are limited to single-family residential properties for these reasons.

See #4.

5. Minimum Requirements for keeping pigs:

- a. A pig shall not exceed 200 pounds.
- b. The property at which a pig can be kept is a parcel or lot zoned for and developed with a single family detached dwelling.
- c. One pig is permitted on a parcel or lot and counted with the number of cats, dogs and chickens allowed per parcel or lot.
- d. A license and fee will be required.
- e. A pig shall be spayed, neutered and have been rabies vaccinated with verification provided by a duly licensed veterinarian at the time of an application.
- f. The property has and will maintain a fence no less than 4 feet in height with an enclosed area of 250 square feet in a rear yard only, within proximity to a water source constructed and located in accord with all zoning regulations. When not attended outdoors, the pig shall be kept in the enclosed area.
- g. Slaughtering is not permitted on a property zoned for single family detached dwellings.
- h. An application for license shall be made on a city supplied form.
- i. An application shall include the approval signatures of all abutting property owners.

The Planning Department recommends these requirements.

6. Fee

The Planning Department recommendations an annual \$15 license the same as a spayed or neutered dog license.

Other Information

The City Attorney has been reviewed the ordinance draft

Attached is some public input communication from Eagan, MN during the time it was considering miniature pig approval.

The Planning Department thanks the City of Eagan for sharing information it had for the review and consideration of allowing miniature pigs.



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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Submitted by:	Department:
Presenter (Name & Title):	Estimated Time Needed:
Summary of Issue:	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

NOTICE OF HEARING

Notice is hereby given that on Monday, August 6, 2018 at 7:30 p.m. the City of Brainerd, will hold a Public Hearing to discuss the implementation and progress of the grant of the \$650,105 Small Cities Development Program grant (CDAP-15-0038-O-FY16) that for rental and commercial rehabilitation in the designated Downtown Area.

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

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

Dated this _____ of _____, 2018

Cassandra Torstenson
City Administrator

Publication Date: _____



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
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Condition Assessment

The purpose of the site visit was to observe the current physical conditions of major components of the structure in an effort to identify and note any known problems. Information obtained during these observations is organized by major building components as follows: site; foundations; structural system; envelope – walls, stairs, roof, doors, and windows; interior finishes; mechanical systems, and electrical systems. The physical building components were not evaluated for structural integrity as part of this assessment.

Definitions

This report makes use of terms concerning the physical condition of building components which are defined as follows.

Good Condition: An element, component or system is evaluated in good condition when it is intact, structurally sound or functionally operational, and performing its intended purpose. There are few or no cosmetic defects. The element needs no specific repair and requires only minor or routine maintenance.

Fair Condition: An element, component or system is evaluated in fair condition when there are signs of wear, fatigue, or deterioration exceeding expectations, though the element is generally structurally sound or functionally operational and performing its intended purpose. There may be failure of a sub-component of the element or system. Replacement of up to 25 percent of the element or replacement of defective subcomponents may be necessary.

Poor Condition: An element, component, or system is evaluated in poor condition when it is no longer performing its intended purpose. Deterioration or damage affects more than 25 percent of the element and simple repairs cannot be justified or are not expected to be effective. The element may show signs of imminent failure or breakdown. Major repair or replacement may be required.

Site Layout and Building Access

The lawn is in good condition. The paved parking lots are in fair condition. There are previously patched cracks throughout, as well as large areas where the bituminous paving has been patched. The public sidewalks at the west and north are in fair condition. There are cracks, and previously replaced panels that are mismatched in color. The north sidewalk is very narrow, and appears to not be intended for regular pedestrian use. The gardens and trees are all generally in good condition; though most shrubs and plantings are planted within 5 feet of the tower or one-story office building. There is no edger on the rock mulch gardens. The pole lights appear to be in good condition, but were not on during the site visit. One of them is close to and in the large coniferous tree at the south elevation. The monument signs are all in good condition. Because the water tower is not a publicly occupied building, accessibility is not required: the building access is sufficient.

Site Grading and Drainage

The site grading appears to drain away from the building with a very low slope and is in good condition.

Foundation Systems

The foundation was not visible in any location at the October 16, 2015 site visit and, therefore, the condition was not evaluated.

Building Structural System

The reinforced concrete walls of the tower appear to be in good condition, but were not evaluated for structural integrity. According to SEH and Braun Intertec's 2014 report, "Other than the walls of the tank bowl, there are no known major or extensive structural issues with the historical Brainerd tower."⁶²

Exterior Walls

Construction

The condition of the exterior stucco is explained in further detail below. Information regarding conditions of specific features is included in this section.

The pilasters and bulkhead below the observation ring are generally in fair condition. Previous patches are easily identified by a slightly mismatched texture. Minor cracking was observed in the stucco finish.

The base of the tower is in fair condition. In every bay there are chunks of concrete missing at the top corner that have been patched with an unknown material and painted over. Horizontal and vertical cracking was observed in the stucco finish.

The corbelled layers at the top of the bowl are in fair to poor condition. Some areas have been patched with what appears to be a concrete or mortar mix with no stucco finish. There are several vertical cracks in the stucco finish along the corbels.

The crenellations at the top of the bowl are in fair condition. There is no finish coat of stucco on the crenellations, a condition which is likely due to their replacement after removal of the domed roof. Fairly regular open pockets were observed in the concrete.

Exterior Finishes

In general, the stucco finish is in fair condition. The top finish coat of stucco has spalled in numerous areas; however, the entire surface has been painted, including over the finish coat spalls. Certain areas are in worse condition than others, particularly the north side of the bowl where the finish has completely spalled off revealing the substrate below (*Figures 15-17*). There is surface staining on the bowl and tower. There is graffiti evident on the north/northwest elevation of the tower (*Figure 53*). Typically, horizontal "lines" are visible in the stucco, presumably from the

⁶² Ledin, Jeffrey R., "Brainerd, Minnesota Historic Water Tower Evaluation SEH No. BRDMN 130157 14.00," November 25, 2014.

individual concrete pours from the original construction. There is some graffiti on the north elevation.

Exterior Appendages

Stairs

In general, the steel stair at the exterior leading to the Observation Ring is in fair condition. Areas of rust were observed at the surface and the paint finish was flaking.

In general, the brick stairs at the main entrance to the tower (inside the one-story office building addition) are in good condition.

Observation Ring

All components of the Observation Ring are generally in fair condition. The support brackets below are cracked in a few locations, typically at the edge. The upper corner of the floor is chipped in several locations at the outside of the balustrade guardrail. Stains and spalls are evident at the underside of the floor. There is some water ponding and spalling at the walking surface of the floor. The balustrade has chipped edges at the openings. Debris from spalled stucco finish remains at the walkway surface (*Figure 22*).

Flagpoles

The flagpoles, brackets, and other associated components appear to be in good condition.

Roof

The roof is missing. The current membrane at the bowl floor is generally in fair condition. There are areas of water ponding, meaning the proper slope has not been provided to the single roof drain. No open joints or tears were observed in the membrane. The roof is heavily caulked around the light poles.

Access

The roof hatch itself is in fair condition, but it is not weather tight. There does not appear to be any seal around the perimeter of the hatch. The curb and opening are in fair to poor condition. Water leaks through the opening when it rains. Buckets are placed on the landing and concrete floor below to catch water. Surface staining and rust is evident on the concrete in the opening (*Figure 28*). There is a surface film which has led to the creation of stalactites on the underside of the opening. The roof membrane appears to be installed up the sides of the curb, but flashing was not observed.

Flashing

No flashing was observed.

Drainage System, Gutters, and Downspouts

The roof drain is in fair condition. Moss was observed at the sides of the opening and on the grate. In addition, because bricks are spalling at the liner, pieces of brick have fallen into the drain, which could cause blockage. The drain pipe appeared to be in good condition, though 90% of the pipe is concealed within the hollow center column. The pipe is again visible in the vault. The pipe is disconnected in the vault and does not directly connect to the storm sewer pipe which extends through the foundation wall into the vault. Water was not observed at the floor of the vault.

Exterior Doors and Windows

Doors

The current door is in good condition; however, there is no interior trim inside the water tower to conceal the batt insulation between the wood door jamb and brick (*Figure 33*). The brick around the door is in good condition.

Windows

Windows are generally in fair condition. Glazing putty is deteriorated. Some of the wire glass panes are cracked, but none are missing. The paint finish has typically peeled and flaked off. Wood components are weathered, most are slightly checked (*Figures 35-36*). Some wood components have deteriorated more than others and show signs of wood loss. The brick around the windows at the exterior is in fair condition, as mortar joints have deteriorated (*Figure 38-39*). Some of the exterior window sills that were visible from the interior are missing mortar in the head joints. Joints at the brick jambs appear to have been repointed previously (*Figure 38*), presumably during the 1973 project. The perimeter of the windows does not appear to be adequately sealed, as demonstrated by the water staining the interior walls of the tower in several locations (*Figure 37*).

Interior Tower Floor Finish Materials

The concrete floor is in good condition, with only minor cracks visible. The cracks in the floor were not evaluated for structural integrity.

Interior Wall Finish Materials

The interior walls of the tower are generally in fair condition. Water staining from water intrusion at the windows is present. Paint has peeled at some portions of the wall, and a few areas have minor spalling. There is consistent cracking outlining the perimeter of the windows (*Figure 37*), where a thin coat of concrete exists over the brick jambs, head, and sill.

Based on this visual assessment and the 2014 evaluation by SEH and Braun Intertec the brick liner was, and still is, in poor condition. The brick liner at the interior of the bowl is in poor condition. The faces of the brick at the top eight feet (approximately) of the bowl have spalled and popped off (*Figures 43-44*). Most of them are laying on the floor below. In addition, several other brick faces in the remainder of the bowl have spalled off. Some staining on the brick was observed. There are some previous concrete patches over the brick. A large concrete patch exists near the bottom of the bowl (*Figure 42*). There are cracks in the concrete patches. Some joints were previously inappropriately repointed; the joints project from the face of the brick. Minor cracking was

observed, typically following the mortar joints. The cant at the top of the brick is in poor condition. It is significantly deteriorated along the entire length and is missing completely in some areas (*Figures 44-45*). The waterproof membrane was not observed.

The storm sewer vault walls are in good condition.

Interior Ceiling Finish Materials

The ceiling (bottom of the bowl at the interior) in the tower is in fair condition. The area surrounding the roof hatch has lost its paint due to continual water intrusion during precipitation events (*Figures 46 & 49*).

Interior Stairs

The steel spiral stair at the interior is in fair condition. Paint has flaked and peeled off. Rust was observed consistently on all components (*Figure 47*). Due to water intrusion at the roof hatch, the landing at the top of the stair is severely rusted (*Figure 48*). The brackets appear to be rusted as well. Though rusted, no movement was observed.

The adjacent ladder landing from 1973 is in fair condition. Water intrusion at the roof hatch is evident in the form of stains at the steel components of the landing. Rust was observed at some of the connection points and on the top surface of the landing as well. Moss (or other biological growth) exists on the top of the landing (*Figure 50*). The ladder and cage itself appear to be in good condition.

Interior Trim

There is no interior trim in this building.

Mechanical and Plumbing

There is no mechanical or plumbing in the building, with the exception of the above-mentioned drainage piping.

Electrical

Exterior

The exterior flagpole light fixtures are in good condition. The four exterior pole lights at the base of the tower appear to be in good condition, though not observed under night hours. The lighting installed on the inside of the balustrade of the Observation Ring is no longer operational.

Interior

The interior lighting appears to be in good condition.

PART 2 – TREATMENT AND WORK RECOMMENDATIONS

Historic Preservation Objectives

The immediate need and primary goal for the water tower is roof replacement. If the roof is not replaced, the stabilization of the tank liner and bowl wall repairs will become a critical issue. Both a roof replacement and the stabilization of the bowl liner, if required in the future, are aimed at preventing further damage by water intrusion. The Water Tower is listed in the National Register of Historic Places and is also a prominent local landmark recognized by residents as well as visitors to the Brainerd Lakes Area.

The Secretary of the Interior's Standards for the Treatment of Historic Properties ("the Standards") have established four possible approaches to treatment for historic buildings and structures. They are as follows:

Preservation focuses on the maintenance and repair of existing historic materials and repair of existing historic materials and retention of a historic property's form as it has evolved over time. Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity and materials of a historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project. Preservation is appropriate as a treatment when the property's distinctive materials, features and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period of time is not appropriate; and when a continuing or new use does not require additions or extensive alterations.

Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation is appropriate as a treatment when repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular period of time is not appropriate. Rehabilitation is an appropriate approach for the structure considering the need to add a compatible roof to the tower. The standards for rehabilitation are:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Restoration depicts a property at a particular period of time in its history, while removing evidence of other periods. Restoration is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project. Restoration is not an appropriate treatment for the structure, as it will not be placed back into service as an active water tower.

Reconstruction re-creates vanished or non-surviving portions of a property for interpretive purposes. Reconstruction is not an appropriate treatment for the structure.

The Standards explain that, "The choice of treatment depends on a variety of factors, including the property's historic significance, physical condition, proposed use, and intended interpretation."

The Brainerd Water Tower is undoubtedly historically significant. Its use has changed over time, it is no longer used as a water tower, but now serves as non-occupied structure that continues to stand as a prominent landmark in the community. In efforts to mitigate water damage, it has

undergone some changes in its lifetime and will undergo more changes in the future. These factors indicate that a Rehabilitation approach is the most appropriate for the structure.

Requirements for Work

Secretary of the Interior's Standards

The design and construction of the proposed work should meet the Secretary of the Interior's Standards for Rehabilitation ("the Standards"). The ten Standards are neither technical nor prescriptive, however, they provide the philosophical framework that informs the determination of appropriate treatments and design reviews conducted by the SHPO and the National Park Service (NPS). The ten Standards address the character-defining features and materials of the structure and provide guidance for the rehabilitated use, changes, treatment of existing materials and features, and new construction. The Standards are included in this report as Appendix E.

Work Recommendations and Alternatives

Recommendations

Recommendations included in this report are further defined and arranged in order of their relative priority. The use of the severity classifications defined below is one strategy that enables the categorization of the physical repair, maintenance and rehabilitation needs of the structure and organizes them into a prioritized and phased work plan based on the relative urgency and importance. Problems discovered during the physical condition assessment are evaluated and positioned according to its severity classification as well as the impact on the long term conservation of the structure, the safety of its users, and the continued use of the structure

Prioritized Work, and Phasing Plan

Critical Deficiencies

This category includes deficiencies that should be corrected as soon as possible, preferably within 1 to 2 years maximum. Waiting longer than 2 years often leads to the necessity to re-evaluate the building conditions. Serious additional damage to the structure can occur if repairs are not made immediately. Building code and related life safety deficiencies were not evaluated as part of this report, but would be included in this category.

The structural integrity of the concrete walls of the tower were not assessed at this time. This assessment is generally based on the 2014 SEH/Braun Intertec report.

- Stop and prevent all active water intrusion by adding a roof (discussed below in more detail; see Appendix B), flashing, and providing proper internal drainage from the new roof to the existing drain pipe below.
 - Option 1A: New Light Weight Domed Roof Within Existing Concrete Bowl
 - Remove the flagpoles in order to construct a new roof and structure, and salvage for reinstallation.
 - Provide steel frame (HSS tube steel column and ring beams) inside of the dome supported on the interior and exterior tower walls below. The ability of the tower walls to support a new steel frame and roof is based on the previous 2014 SEH/Braun Intertec report.
 - Provide wood roof trusses and wood 2X framing to approximate the profile of original dome. Provide plywood sheathing over wood roof trusses.
 - Provide a white membrane roofing over the plywood sheathing, in addition to all associated flashing.
 - Provide roof drains, openings, and piping per the 'Drainage System, Gutters, and Downspouts' section below.
 - Regularly scheduled inspections and periodic maintenance are required to ensure that the roof remains watertight. Cracks or leaks could lead to deterioration of the roof system and structure and could allow water to enter the bowl.
 - Note: Installation of Roof Option 1A does not require repairs to the bowl or tower walls.

- ***Roof Option 1A his treatment meets the Secretary of the Interior’s Standards for Rehabilitation; specifically Standards 1, 2, 3, 5, 6, 9 and 10 (See Appendix E).***

- The lightweight flat roof will not be visible from the street, which corresponds with the appearance of the Brainerd Water Tower in historic images.
- The recommended steel frame will be supported by the tower walls, rather than the bowl. This preserves the historic integrity of the bowl, which is a key character-defining feature that contributes to the historic significance of the Brainerd Water Tower in the field of engineering and the history of pre-stressed concrete.
- This option is reversible.

o Option 1B: New Light Weight Low-Slope Roof Within Existing Bowl

- This roof would be similar to Option 1A in construction methods and materials, but the new roof would be low-sloped rather than domed.
- The roof would be completely contained below the top edge of the existing bowl and would not be visible from the ground.
- A low-sloped roof would maintain the exterior appearance of the water tower as it currently exists.
- Provide roof drains, openings, and piping per the ‘Drainage System, Gutters, and Downspouts’ section below.
- Regularly scheduled inspections and periodic maintenance are required to ensure that the roof remains watertight. Cracks or leaks could lead to deterioration of the roof system and structure and could allow water to enter the bowl.
- Note: Installation of Roof Option 1B does not require repairs to the bowl or tower walls.
- ***This treatment meets the Secretary of the Interior’s Standards for Rehabilitation; specifically Standards 1, 2, 3, 5, 6, 9 and 10 (See Appendix E).***
 - As with option 1A, the steel frame construction in this design also supports the roof by shifting weight to the tower walls, rather than the walls of the bowl and would preserve the historic integrity of the historic bowl, which is a key character-defining feature that contributes to the historic significance of the Brainerd Water Tower in the field of engineering and the history of pre-stressed concrete.
 - The lightweight flat roof will not be visible from the street, which corresponds with the appearance of the Brainerd Water Tower in historic images.
 - This option is reversible.

o Option 2: Concrete Dome Roof:

At this time, the walls of the bowl cannot support additional loads and a new concrete dome roof is not recommended. In order to replace the roof with a replica of the original concrete dome, the following work needs to take place:

- Confirm the extent of the concrete deterioration of the bowl and repair the concrete bowl as described in the SEH/Braun Intertec report dated November 2014 (Appendix I). Repair exterior of bowl walls (possibly interior), per the 2014 SEH/Braun Intertec report, in conjunction with roof Option #3. Anticipated repairs include those that are outlined on page 3 of the September 11, 2014 Braun Intertec letter/report (included in the November 2014 SEH report (Appendix I). After exterior repairs have been completed, the repaired areas can then be textured to match, re-primed with an acrylic masonry primer, and the entire area repainted. A breathable masonry coating is recommended at the exterior surface to avoid problems associated with the lack of vapor transmittance of some exterior paint coatings. All stucco repairs should replicate the original surface finish of adjacent surfaces. Sealing the interior of the bowl will not be necessary once a new roof is in place.
- Remove the existing concrete crenellations to accommodate a new concrete roof structure.
- Provide a reinforced concrete roof and new crenellations to match the original drawings, or as modified to meet code requirements.
 - The new concrete roof must be designed in accordance with current building codes, which may necessitate changes to the historic thickness and reinforcing steel size and configuration.
 - The construction of a new concrete roof will most likely require modification to or replacement of the existing ring beam that was altered during the 1973 renovations. The ring beam may need to be modified so that it becomes an integral part of the new concrete dome roof, supporting the gravity loads of the new roof and resisting lateral (outward) thrust from the dome.
 - Temporary formwork to support the reinforcing steel and new concrete would need to be installed within the bowl so the new concrete roof could be constructed.
 - Formwork would need to be constructed in-place and its components designed and sized so that they could be removed through the bowl access doors after the dome is finished.
 - The exposed concrete roof would need to be sealed with a membrane sealing compound to ensure that it is watertight.
- Regularly scheduled inspections and periodic maintenance would be required to ensure that the dome roof remains watertight. Cracks or leaks in the concrete roof could lead to deterioration of the concrete and reinforcing steel and could allow water to enter the bowl.

- Provide roof drains, openings, and piping per the 'Drainage System, Gutters, and Downspouts' section below. Roof drains should be installed along the perimeter of the base of the new roof, behind the existing parapet wall. New drains should be routed internally with new piping, connected to the existing drain pipe. Include all required flashing at roof drain openings to prevent moisture intrusion.
- This option requires extensive intervention, which will adversely impact historic materials and construction methods.
- **This option meets Standards 1 and 6, but the cumulative effect of the interventions required to reconstruct a concrete dome roof does not meet the Secretary of the Interior's Standards for Rehabilitation.**
 - Reconstructing the concrete dome roof would require substantial alteration to the water tower bowl walls and risks undermining the historic integrity of the bowl.
 - As research indicates that the bowl influenced the work of W.S. Hewett, the bowl—including evidence of cracking and leakage—should be considered a character-defining feature.
 - The rehabilitation work that would be required for the tank walls to support a concrete roof would be extensive and potentially not reversible, which would not meet the Secretary of the Interior's Standards for Rehabilitation.

Serious Deficiencies

This category includes deficiencies that should be corrected following the correction of all critical deficiencies. This category includes work in areas where continuing damage to the structure is likely unless the problems are repaired. Serious deficiencies could become critical deficiencies if not corrected in 2 to 4 years. Work which would be classified as serious deficiencies includes repair of roof leaks and conditions likely to result in roof leaks, repair work which will prevent significant and rapid additional deterioration of building components and systems, etc.

- Unless roof Option 2 above is selected and bowl wall repairs are completed at that time, repair exterior of bowl walls (possibly interior), per the 2014 SEH/Braun Intertec report. Anticipated repairs include those that are outlined on page 3 of the September 11, 2014 Braun Intertec letter/report (included in the November 2014 SEH report. After exterior repairs have been completed, the repaired areas can then be textured to match, re-primed with an acrylic masonry primer, and the entire area repainted. A breathable masonry coating is recommended at the exterior surface to avoid problems associated with the lack of vapor transmittance of some exterior paint coatings. All stucco repairs should replicate the original surface finish of adjacent surfaces. Sealing the interior of the bowl will not be necessary once a new roof is in place.
- If a roof is not ultimately provided, it is advisable to remove spalled and damaged brick at the brick tank liner and replace with brick matching the adjacent brick in color, size, texture, and composition. Open and deteriorated joints should be repointed with mortar matching the existing adjacent. Additionally, the existing concrete cant brick liner cap should be removed and replaced with a new canted concrete cap.

- Repair tower walls (interior and exterior) of the concrete structure. The tower walls were not assessed in the 2014 SEH/Braun Intertec report. A detailed evaluation and investigation, similar to the previous report shall be completed prior to repairs. Investigations would include delamination testing and several core samples to analyze and produce a final report with recommendations for repairs of the tower walls. The cost to complete recommended additional testing and a report is \$12,000, and would be completed by Braun Intertec.
 - Analyze the historic stucco composition to determine historic ingredients and mix proportions. Replacement stucco should match the original stucco in composition and texture.
 - After all water intrusion repair work has been completed, damaged areas of stucco and paint should be repaired to match the existing. Deteriorated, delaminated, cracked, or otherwise damaged stucco surfaces should be repaired. Repair of the deteriorated stucco can take several approaches. For severely damaged areas, remove all loose stucco down to the concrete substrate and then re-stucco. New stucco should be applied in a similar manner to the existing stucco (directly over the concrete substrate). Minor cracks in the existing stucco should be sealed with a thin slurry coat of matching finish coat materials. Holes, dimples, and other uneven surfaces can be filled with patching material. The patched areas can then be textured, re-primed with an acrylic masonry primer, and the entire area repainted. A breathable masonry coating is recommended to avoid problems associated with the lack of vapor transmittance of some exterior paint coatings. All stucco repairs should replicate the original surface finish of adjacent surfaces. Refer to *Preservation Brief #2: The Preservation and Repair of Historic Stucco* for further information on specific mixes for repairs and repair strategies.
 - Remove inappropriate stucco patches and patch to match existing as described above.
- Scrape, prime with rust-inhibiting primer, and paint the steel stair at the exterior of the tower.
- Any components with significant loss of material due to rusting, should be replaced with matching steel components.
- The cracked Observation Ring bracket does not appear to pose a structural concern, but was not assessed for structural integrity. Hire a qualified engineer to perform annual inspections of the bracket.
- Evaluate and further investigate the existing drain pipe and storm sewer connection in the vault.
- Individual windows were not accessed or assessed at this site visit. A window survey should be performed by a qualified firm to evaluate each window for required work.
 - Window rehabilitation, as determined by a window survey, work could include: Scrape and prepare sound pieces of the wood frames and sash to remove loose and flaking paint. Epoxy consolidate deteriorated, checked, and cracked wood components. If components are damaged or deteriorated beyond repair (or missing), replace with wood components to match the historic. Utilize Dutchman repairs where possible to minimize the visual disturbance in the material and retain

as much historic fabric as possible. Replace cracked or broken panes with matching wire glass panes. Remove and replace all glazing compound. Once repairs are complete, prime with high quality oil-based primer compatible with selected finish coat. Repaint all components with two coats of high-quality, exterior grade, 100% acrylic latex paint. Caulk the masonry surrounds with a high quality elastomeric sealant. Do not use silicone sealant against masonry. Provide weatherstripping to reduce air infiltration.

- Repoint cracked, loose, deteriorated, or missing mortar joints at the jambs, sills, and arched headers of the window. Removal of mortar shall be done using a combination of hand tools and power tools. Power tools may only be used at the center of the horizontal mortar joints; hand tools shall be used to remove the remainder of the mortar in the horizontal joints and the entirety of the vertical joints. Repointing mortar shall match the existing adjacent mortar in joint profile, color, texture, sand, and joint size. Mortar should be removed to a depth of 2 to 2.5 times the joint width or minimum of 3/4 inch. New mortar shall be as soft or softer than the historic mortar and be softer (in compressive strength) than the masonry units.
- Scrape, prime with rust-inhibiting primer, and paint the steel spiral stair at the interior of the tower.
- Remove and replace the existing landing at the top of the spiral stair with a matching, diamond plate landing.
- Any components not mentioned specifically in this report that are found to have significant loss of material due to rusting, should be replaced with matching steel components.

Minor Deficiencies

This category includes deficiencies that should be corrected but not before all deficiencies in the critical and serious categories has been completed. Minor deficiencies have the potential of becoming serious if not corrected and resolved within the next 5 to 10 years.

- Repair cracks and spalls in the concrete street sidewalk and remove vegetation from cracks.
- Re-pave bituminous parking lot at the south and east elevations.
- Remove stucco debris from surface of Observation Ring walkway surface.
- Clean spalled brick faces and other debris from surface of membrane roof.
- Once a new roof is provided, water intrusion should no longer be an issue at the roof hatch. If desired, a new roof hatch could be provided.
- Using the gentlest means possible, clean biological growth, stalactites, and other stains from the hatch opening.
- Patch or fill perimeter window cracks with a textured acrylic caulk, flush with the adjacent concrete.

Routine Repair and Maintenance Work

This category includes repair work that should be done on a routine and continuous basis. If routine repair and maintenance is not completed, building components and systems can deteriorate into critical or serious deficiencies. This category includes repair and maintenance work such as, painting, hardware maintenance, roofing and flashing inspections, etc.

- Trim tree branches to a minimum of five feet away from structure.
- Trim shrubs to keep them from touching the structure.
- It is recommended that the foundation walls be inspected annually from inside the tower. Inspections should look for signs of cracking, differential movement, and water intrusion.
- Ensure all connections and support brackets are adequately secured by performing annual inspections.
- Clean biological growth from existing roof drain. Continue to clean roof drains to prevent clogs.
- Perform periodic inspections of drain pipe, including inside the center support column.

Discretionary Work

This category includes work that is not required to stabilize the structure and could be completed at the Owner's discretion.

- Ensure future designer coordinates the relocation of flagpoles with the structural engineer and proposed roof design.
- Using the gentlest means possible, clean staining from the concrete walls. Scrape loose paint, prime with acrylic latex primer and paint with two coats of latex paint.
- Remove inappropriate concrete patches from the brick liner, and replace and repoint brick as described below.
- Using the gentlest means possible, clean staining from the concrete ceiling. Scrape loose paint, prime with acrylic latex primer and paint with two coats of latex paint.
- Scrape, (including remove biological growth) prime with rust-inhibiting primer, and paint the steel ladder, landing, and cage.
- Remove existing light fixtures inside the bowl.
- Ensure all bulbs are working in exterior pole light fixtures at the base of the tower.
- Provide uplighting for the relocated flagpoles. Electrical conduit shall be concealed as much as possible, or painted to match the color of the tower.
- Inspect Observation Ring lighting for code-compliance and operability. Provide uplighting fixtures to light up the exterior of the bowl.

There are no recommendations at this time for site grading and drainage, the exterior door, interior tower floor finish materials, storm sewer vault walls, or interior lighting.

Phasing Plan

The phasing plan organizes the work identified in the prioritized plan into individual funding phases. The funding phases can be coordinated with grant applications and the Owner's additional fundraising efforts. The proposed phasing plan addresses the structure's preservation needs for the next two to five years.

The primary goal for the phasing plan is to complete the physical repair, rehabilitation, and general maintenance needs of the structure to ensure its long term preservation as a local icon and historic resource. Grants can be an integral part to implementation of the phased preservation plan. The Owner can supplement their own funding of the project by applying for a Legacy Grant from the Minnesota Historical Society. The following describes one possible phasing approach and the projected costs for the project for Phase One.

Phase One

The first phase addresses the repair of critical deficiencies that should be completed as soon as possible as well as exterior preservation issues that will continue to deteriorate until the work is accomplished. The phase addresses all critical deficiencies outlined above which includes: constructing a new roof over the top of the bowl and providing new drainage to the existing drain pipe.

Cost estimates for all three roof replacement options follow in Appendix D. The cost estimate includes materials and labor for the full roof replacement as outlined above under the Recommendations section.

Option 1A

Construction Subtotal/General Conditions:	\$267,274
Consulting Fees (10%):	<u>\$ 26,727</u>
PHASE 1 (Roof Option 1A)	\$294,001

TOTAL: Option 1B:

Construction Subtotal/General Conditions:	\$267,274
Consulting Fees (10%):	\$ 26,727
PHASE 1 (Roof Option 1B) TOTAL:	\$294,001

Option 2:

Roof Construction Subtotal/General Conditions:	\$ 461,975
Bowl Repairs Subtotal/General Conditions:	\$1,490,412
Consulting Fees (10%):	\$ 195,238
Bowl Repairs Contingency (15%):	<u>\$ 223,562</u>
PHASE 1 (Roof Option 2) TOTAL:	\$2,371,187

Phase Two

The second phase includes repair and rehabilitation work required to correct the serious deficiencies on the exterior. This phase consists of: stucco/concrete rehabilitation (if not addressed and included during Phase 1), steel stair rehabilitation, and window rehabilitation, including masonry rehabilitation of the sills, jambs, and arched headers.

Cost estimates for Phase 2 are included in Appendix D.

Construction Subtotal:	\$1,610,925
General Conditions:	\$ 161,100
Consulting Fees (7%):	\$ 112,800
Other Fees:	\$ 17,000
Contingency (12%):	<u>\$ 228,200</u>
PHASE 2 TOTAL:	\$2,130,025*

**(if Bowl Repairs are not completed during Phase 1; subtract \$1,490,412 if bowl repairs are completed during Phase 1 and \$32,400 if roof is installed during Phase 1 and work is no longer required for the brick liner at the interior of the bowl.)*

Phase Three

The third phase includes the implementation of the remaining components of the minor deficiencies. This phase should be re-evaluated as some of the elements of this phase may move up to serious if deterioration continues at a faster pace than anticipated. This phase includes cleaning and refinishing the interior concrete walls and ceiling, miscellaneous site work, and discretionary items.

Cost estimates for Phase 3 are included in Appendix D.

Construction Subtotal:*	\$ 32,612
General Conditions:	\$ 8,200
Consulting Fees (10%):	\$ 3,300
Other Inspection Fees:	\$ 2,000
Contingency (15%):	<u>\$ 5,500</u>
PHASE 3 TOTAL:	\$ 51,612

Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings

The process of rehabilitation differs from that of restoration in that it allows for changes that will make the building usable while also preserving elements that are significance to the building's history and character. The Secretary of the Interior's Guidelines for Rehabilitating Historic Buildings ("the Guidelines") provide assistance in applying the Standards by providing examples of treatments that are either "Recommended" or "Not Recommended". Because each building is unique, evaluation of proposed changes must be made within that context and in relation to other proposed changes. Per the NPS website,

"The amount of change to features and spaces that can be accommodated within the Standards will vary according to the roles they play in establishing the character of the property. ...The more important a feature or space is to the historic character of a property, the less it can be changed without damaging the character as a whole. On the other hand, aspects less critical to the historic character may be altered more substantially with less effect on the character of the building as a whole. However, even when the features being changed are minor, changes that are too numerous or radical can in some instances alter the overall character of the building.

Similarly, features and spaces that have been so substantially changed outside the period of significance or are so severely deteriorated as no longer to convey historic character can be more readily altered than those aspects of a property that retain a high degree of integrity. Historic character, however, is not readily lost through deterioration, and most deteriorated historic features must be replaced to match when they are beyond repair."

Further information on the Standards and Guidelines can be found at:

<http://www.nps.gov/tps/standards.htm>

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in

design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



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November 25, 2014

RE: Brainerd, Minnesota
Historic Water Tower Evaluation
SEH No. BRDMN 130157 14.00

Mr. Jeff Hulsether
City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401-3525

Dear Mr. Hulsether:

As a Brainerd native and an engineer whose practice includes water storage tanks, it is a personal privilege to provide information, and hopefully some insight to the City of Brainerd about the scope and cost of repairs to the Historic Water Tower. Members of our firm, our sub-consultant Braun Intertec, and other industry professionals, (including restoration specialty contractors), have contributed to this report. It is our intention to provide preliminary feasibility and budgetary information in order to aid the City in decision making, and help establish budgets for fund raising. Beyond this phase, critical design and specification work is needed prior to commencement of the actual repairs.

When the spalling on the north side of the tank bowl was first observed, the City of Brainerd engineering department discussed with SEH two key issues; 1) removing loose material and, 2) determining the extent of the damage and what would be the scope and cost of repairs. The City contracted with Classic Protective Coatings (CPC) to provide rigging and remove loose material. The rigging provided by CPC was also used to provide access to concrete experts from Braun. Braun provided important insight to the issues and repairs needed (their analysis and recommendations are detailed in the attached report dated September 11, 2014).

SEH also reviewed historical reports and drawings from prior projects pertaining to the structure. In this historical record there was a 1974 project (City project 916), to conduct preservation work. During this project the concrete dome roof was removed. Removal of the interior brick liner was considered as an alternate, but not completed. Then in 1998, minor patching and a complete repainting to the exterior of the structure was done.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 200, Brainerd, MN 56401-3540
SEH is 100% employee-owned | sehinc.com | 218.855.1700 | 866.852.8880 | 888.908.8166 fax

As with any structure, the process of deterioration and aging from the elements is inevitable. Some painting and reconditioning from time to time would be expected. However, as detailed in the Braun report, there is a sequence of circumstances leading up to the current freeze-thaw damage of the tank bowl walls. This situation is quite significant for the structure (i.e. moisture saturating the concrete in the outer few inches, freezing temperatures expanding the water, the concrete is damaged). Other than the walls of the tank bowl, there are no known major or extensive structural issues with the historical Brainerd tower.

In addition to creating general recommendations and a budgetary estimate for repairs and reconditioning of the tank as a historical landmark, we will also include an estimate of demolition costs to remove the structure.

We broke down the restoration work into the following items:

1. Removal of freeze-thaw damaged concrete from the outside of the entire bowl wall.
2. Provide anchorage and shotcrete replacement of bowl exterior.
3. Removal of interior brick liner and membrane (down to clean concrete).
4. Add steel roof system to keep bowl area free of rain and snow.
5. Minor spot patching on non-bowl exterior damaged areas.
6. Exterior preparation and application of a coating system to the entire exterior of the structure (breathable system over new bowl repair and a compatible overcoat system for the remaining elastomeric coatings).

As we discussed, this work is unique, and data in the market and comparison pricing is not readily available. However, our cost estimate after talking with historical preservation contractors of this restoration work is tabled as follows:

Item	Units	Quantity	Unit Price	Cost
Removal of damaged concrete	SF	5,000.00	\$50.00	\$250,000.00
Anchorage and shotcrete	SF	5,000.00	\$50.00	\$250,000.00
Roof system	Lump Sum	1.00	\$95,000.00	\$95,000.00
Removal of Brick Liner	CY	62.00	\$1,200.00	\$74,400.00
Misc. Spot Patching	Lump Sum	1.00	\$15,000.00	\$15,000.00
Coatings on shotcrete	SF	5,000.00	\$9.00	\$45,000.00
Coatings on non-shotcrete	SF	13,000.00	\$9.00	\$117,000.00
			Total	\$846,400.00

Demolition

Knowing the historic water tower is an important iconic landmark in Brainerd, demolition of the structure is being presented for comparison purposes to the restoration, and not necessarily the recommended option. With the structure being listed on the National Registry of Historic Places, there is a requirement for a public review process (EAW), before demolition could be considered.

Mr. Jeff Hulsether
November 25, 2014
Page 3

Demolition of this structure on this tightly developed site will have technical challenges. TH 210, the BNSF Railroad, and the attached office building (former Chamber building), would all need to be protected during the demolition process. Within the concrete structure itself, there is significant reinforcing steel. One demolition technique would be to divide the structure into pieces able to be lifted by a crane. Then remove strips of concrete from the steel to create "seams". With the crane supporting the piece, the steel could be cut and the pieces lowered and removed from the site.

There are approximately 2,000 tons of structural concrete in the tower. Major costs of labor, equipment, trucking, and disposal costs may be modestly offset by salvage value of steel and concrete. Environmental review and permitting will likely take considerable time, but only have a minor cost impact on project costs. Probable costs for demolition of the entire structure are estimated to range from \$150,000 to \$300,000.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jeffrey R. Ledin, PE
Project Manager

mrb

Attachments:

- Braun Report
- Coatings Evaluation
- Roof Sketch Plan
- Overall Sketch Plan

b:\aeb\brdmn\130157\1-gen\14-corresp\city cost evaluation - 112614.docx

September 11, 2014

Project B14-06049

Mr. Jeff Ledin
SEH
416 South 6th Street, Suite 200
Brainerd, MN 56401

Re: Review of Concrete Distress
Historic Brainerd Water Tower
Brainerd, Minnesota

Dear Mr. Ledin:

Braun Intertec Corporation is pleased to provide this letter summarizing our review of the Historic Brainerd Water Tower in Brainerd, Minnesota.

Purpose

The purpose of this review was to determine the options for repairing the water tower.

Background

It is our understanding the water tower was constructed over 100 years ago and remodeling upgrades and some rehabilitation have occurred several times through its life. The tower shown in Photograph 1 consists of cast in place concrete tower and water bowl. Drawings provided by SEH indicate the roof was removed in the early 1970's and a brick liner was placed on the interior of the bowl. Water proofing membrane was place in the bowl between the concrete and the brick liner, as shown in Photograph 2. It is unclear if the membrane penetrates the brick liner or is attached to the brick. Spalling was noted on the exterior north facing side of the bowl which raised concerns related to the condition for water tower.

Drawings indicated the tower is constructed of reinforced concrete with two layers of reinforcing steel in the exterior walls. The walls are 12 inches thick in the bowl and vary from 10 to 18 inches thick in the tower section. The interior support consists of a hollow 8 foot diameter column with walls approximately 18 inches thick and two layers of reinforcing steel.

On August 19, 2014 Braun Intertec visited the site and reviewed the conditions of the bowl section of the water tower.

Observations

During our site visit accessible areas of the bowl were sounded using a hard rubber hammer. The area where the spall is located was reviewed from a swing stage and the underside of the bowl was reviewed from the cat walk. All areas reviewed indicated delamination present. This is indicated by a hollow sound when struck with a hammer. Discussion with the repair crew indicated the entire bowl consisted of areas sounding hollow and areas that are delaminated.

Photograph 3 presents the area of the spall on the north side of the bowl. The damaged concrete appears to continue to a depth of 3 inches at the location where the spall occurred. This was measured by removing concrete in a localized area until sounding the concrete indicated no additional delaminations. The reinforcing steel was exposed in this area due to the spalled concrete and contains minor amounts of corrosion. Efflorescence in this area indicates water is moving through the concrete. Note the parallel layers of crack in this area likely caused by freezing and thawing of water. Photograph 4 is the upper ledge created by this spall. This photograph illustrates the parallel cracking typically associated with freeze-thaw damage.

The interior of the bowl was accessible and reviewed during our site visit. Photograph 5 presents the brick interior. The brick faces are spalling and efflorescence is present on the surface of the mortar and brick. No weep holes were observed in the brick liner. Photograph 6 is the top of the wall where the brick stops and the parapet wall continues. There is a water proofing membrane behind the brick face. Photograph 7 presents the mortar cap originally placed on the wall.

Discussion

The concrete placed over 100 years ago was not purposely air entrained for freeze thaw resistance. Air entrainment in concrete became widely used after the 1950s as it was discovered that if the concrete contained small non-interconnected air voids it could resist the expansive forces of freezing water. The air voids provide a place for water to migrate to when expanding at or near the freezing point of water.

Non-air entrained concrete is capable of long life due to other factors required for concrete to be freeze-thaw resistant. Only saturated concrete is damaged due to freeze-thaw cycles and if the concrete is relatively dry the damage caused by freezing water will be minimal. Low water-to-cementitious ratio reduces the permeability of the concrete making it more difficult to saturate the concrete with water.

The structure was likely kept from freezing for many years by the water stored in the structure. The large mass of water would help maintain the concrete above freezing. When the tank was emptied and the roof removed, this now provided access for water to saturate the concrete wall. The brick liner is also showing signs for freeze-thaw damage. It is assumed that the damage is limited to the exterior of the tank and the brick liner as the freezing process would proceed from the outside of the walls. The interior face of the concrete wall was not visible and could not be inspected.

A mortar cap was placed over the top of the wall which deteriorated and exposed the wall cavity to water penetration. Typically a metal flash would be required in this situation.

Conclusion

The distress causing the spall of the concrete is due to freeze-thaw damage to the concrete. The alterations to the tower compromised the tower by allowing water to saturate the concrete. These alterations are as follows:

- Removing the roof
- Lining the interior with brick
- Sealing the water in a space between the brick and the concrete
- Improper flashing of the parapet wall.

Delaminations were observed in the entire bowl, except where a patch was noted on the East side. The concrete was sounded to a depth of 3 inches at the spall and no delaminations were found at this depth. From our experience it is anticipated that crack in the concrete and paste will extend to a greater depth and it assumed to extend to a depth of 5 to 6 inches. Cores would be required to confirm this assumption. Coring was not complete at this time as safe access would be required to core the concrete.

Recommendations

The concrete is not air entrained and susceptible to freezing/thaw damage if saturated. Concrete patching is required although adjustments to the structure are required to provide proper protection from saturation moving forward. The following recommendations are provide for consideration:

1. Remove and patch the exterior concrete
 - a. Currently assume the entire outside of the bowl required removal to an average depth of 4 inches
 - b. Remove to sound concrete, clean the reinforcing steel and patch
 - c. Shotcrete may be used to build up a new exterior of the concrete
 - d. Urethane type coating on the exterior again to help prevent saturation
2. Remove the brick liner
 - a. Remove the brick and the water proofing
 - b. Inspect the interior wall of the concrete bowl
 - c. Repair and patch any distressed concrete
3. Protect the concrete from saturation (options discussed on site)
 - a. Reinstate a new roof, possibly inverted
 - b. Seal the interior of the bowl
 - c. Inspect routinely (annually)
 - d. Allow water to drain from all areas of the concrete bowl

General Remarks

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

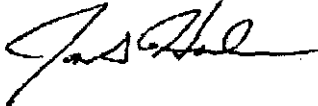
If you have any questions or concerns, please do not hesitate to contact Alfred Gardiner at 612.685.5125.

Sincerely,

BRAUN INTERTEC CORPORATION



Alfred Gardiner, PE
Principal, Laboratory Director



Jason Hanlon, PE
Senior Engineer

Attachments:
Photographs



Project Restorations, Inc.
141 East 4th Street, STE 203
St. Paul, MN

t 651-333-0377
f 651-203-1168

Certified Women's Business Enterprise (WBE)

December 2, 2014

Mr. Jeff Ledin, PE
Senior Professional Engineer
SEH
416 South 6th Street, STE 200
Brainerd, MN 56401

RE: Brainerd Historic Water Tower Renovation
Budgetary Proposal

Dear Mr. Ledin,

We are pleased to offer the following budgetary proposal for the repairs/renovation to the City of Brainerd Historic Water Tower, Brainerd, MN.

Description	Quantity	Unit	Unit Price	Total
General Requirements, Bonds, Permits, Ground Protection, etc...	1	LS		\$138,500.00
Exterior Scaffold - Main Tower (estimated 6 months). Includes engineering for over 125' high.	1	LS		\$384,900.00
Partial depth concrete repairs 1.5"-3" deep. Shot-crete repair	5,000	SF	\$148.00	\$740,000.00
Install new elastomeric coating to tower exterior	33,200	SF	\$4.70	\$156,040.00
Scaffold - Interior Bowl (estimated 3 months) additional engineering not required	1	LS		\$121,800.00
Demolition @ interior bowl, brick and waterproofing removal	1	LS		\$133,250.00
TOTAL:				\$1,674,490.00

Thank you for the opportunity to assist you on this project,

Sincerely,

PROJECT RESTORATIONS, INC.

Kris Starkey
Project Manager

Confidential: Any unauthorized use or distribution is prohibited.
12/02/14

THE FISH NET COMPANY
3509 FOURTH STREET
P.O. BOX 462
JONESVILLE, LA 71343
PHONE: 1 800-256-5256

INVOICE
NO. S-82839

DATE 07/21/2014
PAGE NO. 1

SOLD TO:

392163 PH: 218-828-2309

JESSE FREIHAMMER
501 LAUREL ST
BRainerd MN 56401-

SHIP TO:

392163 218-828-2309

JESSE FREIHAMMER
724 THIESSE DR
BRainerd MN 56401-

TERMS CC # 4234 50 442 07/15 SOLD BY MICHAEL ON 07/15/2014 AT 16:33
SHIP UPS PACKED BY TYRONE AND INVOICED BY TERESA AT 11:58

ITEM NUMBER	DESCRIPTION	QTY-UNIT	PRICE	TOTAL
S-082550	25' X 50' HEAVY DUTY GOLF SCREEN	1.00 EA	426.00	426.00

TOTAL SALE	\$426.00
2.0% SALES TAX	0.00
POSTAGE	36.00
GRAND TOTAL	\$462.00

065285

01-3454 CLASSIC PROTECTIVE COATINGS, INC.

065285 10/27/2014

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/27/2014	10/27/14	400-41481-5530	HISTORIC WATER TOWER REPAIR WK	12,000.00
			HISTORIC WATER TOWER REPAI	12,000.00

CLASSIC PROTECTIVE COATIN
N7670 STATE HWY 25
MENOMONIE, WI 54751-5928

CHECK TOTAL 12,000.00



CITY OF BRAINERD

Office of City Engineer
City Hall – 501 Laurel Street
Brainerd, MN 56401

Phone: 218/828-2309
Fax: 218/828-2316

Verified Account

DATE: October 27, 2014

PAYABLE TO:

Classic Protective Coatings, Inc.
N7670 State Hwy 25
Menomonie, WI 54751-5928

ITEM DESCRIPTION

AMOUNT

Historical water tower repair work (see attached invoice)

\$12,000.00

Request for pre-payment

Account Code: 400 41481 5530

TOTAL: \$12,000.00

APPROVED BY:

DATE APPROVED: 10-27-14

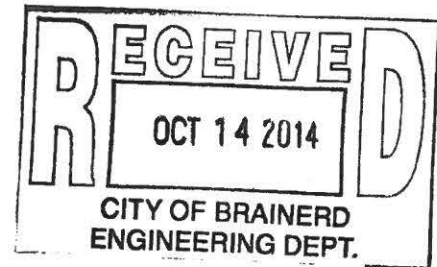
approved
by council
10/20/14



October 7, 2014

REVISED BILLING

City of Brainerd
Attn: Jeff Hulsether, PE
501 Laurel St.
Brainerd, MN 56401
218-828-2309 office



Please consider this our invoice for exterior loose concrete/coating removal and inspection access rigging the Brainerd, MN Historic water tower. This revised billing replaces our invoices dated 8/22/2014, and 8/25/2014.

Classic Protective Coatings, Inc. has removed the dangerously loose concrete and coating as well as provided access rigging for further exterior inspection of the historic concrete water tower located off of Washington Street Brainerd, MN.

We have provided a rental credit off the invoice for 125' JLG due to none available at time of the project. We utilized the parapet wall to rig off of for staging needed for complete exterior bowl inspection access.

Additional reduction of \$4,500 for reduced schedule for equipment and manpower mobilization.

Total invoice.....\$15,370.00 *\$12,000 PER GARY SCHEELER
DISCUSSION WITH BRAD SMITH*

Payment terms net 30 days from invoice. Please send payment to our address as listed below.

Thank you for the opportunity to provide this service for your community.

If you have any questions or comments please feel free to contact Brad Smith at 952-461-4459 or at brad@classicprotectivecoatings.com.

Thank you,

Barb Burntvedt

Controller

Classic Protective Coatings, Inc

400-41481-5530

Historic Water Tower Summary of Repair Work					
From Preservation Design Works Historic Structure Report Dated February 2017 (as attached)					
Phase 1: Installation of Roof Structure on Existing Bowl: Recommended to Complete as Soon and Possible					
Option	Work Type	Benefits	Cost	Meets Guidelines Specified in Appendix E?*	Risk
Option 1A	New Light Weight Domed Roof Within Existing Concrete Bowl	Stops all active water intrusion by adding a roof, flashing, and providing proper interior drainage from the new roof to the existing drain pipe	\$ 294,001.00	Meets standards 1, 2, 3, 5, 6, 9, and 10 of Seecretary of the Interior's Standards for Rehabilitation.	This option is reversible, and has very little risk as the roof will not be visible from the street and the streel frame preserves the historical integrity of the bowl.
Option 1B	New Light Wight Low-Slope Roof Within Existing Bowl	Stops all active water intrusion by adding a roof, flashing, and providing proper interior drainage from the new roof to the existing drain pipe below.	\$ 294,001.00	Meets standards 1, 2, 3, 5, 6, 9, and 10 of Seecretary of the Interior's Standards for Rehabilitation.	This option is reversible, and has very little risk as the roof will not be visible from the street and the streel frame preserves the historical integrity of the bowl.
Option 2	Concrete Domed Roof with Replica of the Original	Stops all active water intrusion by adding a roof, flashing, and providing proper interior drainage from the new roof to the existing drain pipe below.	\$ 2,371,187.00	This option meets standards 1 and 6, but the cumulative effect of the interventions required to reconstruct a concrete dome roof does not meet the Secretary of the Interior's Standards for Rehabilitaiton. This option requires repair of the existing bowl and crenellations to support the roof structure, as the existing will not support this type of structure.	Reconstructing the concrete done roof would require substantial alteration to the existing water tower bowl and risks undermining the historical integrity of the bowl.
Phase 2: Includes Repair and Rehballitation Work Required to Correct the Serious Deficiencies to the Tower Exterior.					
Option 1	Stucco/Concrete Rehabilitation, Steel Stair Rehballitation, Window Rehabilitation including Masonry of the Sills, Jams, and Arched Headers	Required to seal the exterior of the to prevent water intrusion, fix the current issues of delamination on some areas of the tower and bowl, restore the integrity of the tower finishes.	\$ 2,130,025.00	This option meets all the standards of the Secretary of the Interior's Standards for Rehabilitation, as the changes made make the building usable while preserving the elements that are significant to the building's character.	No Risk
			Note: Subtract \$1,490,412 if Option 2 is selected in Phase 1 and \$32,400 if Roof is installed in Phase 1.		
Phase 3: Implementation of Remaining Components					
Option 1	Relocation of Flagpoles, Clean interior concrete walls, scrape loose paint, remove innapropriate patches, apply rust inhibiting primer to metals, upgrade light fixtures, paint interior concrete.	Mostly Cosmetic. Can be done at Owner's Discretion.	\$ 51,612.00	This option meets all the standards of the Secretary of the Interior's Standards for Rehabilitation, as the changes made make the building usable while preserving the elements that are significant to the building's character.	No Risk
Other Options or Alternatives					
Option 1	Replace netting and possibly hire a company to return and chip off excess loss stucco for safety.	For Safety Reasons	\$ 15,000.00	This option simply prevents the risk of pieces of material falling to the ground below, but does not solve the deteriorating state of the tower itself.	Risk of injuries from falling debris if this option is not done or one of the options for rehab is not selected from above.
Option 2	Demolition of the water tower.	For safety reasons or if funding opportunities are not available.	\$150,000 - \$300,000	This option demolishes the tower.	The risk would come during demolition, as a structure of this nature would be extremely complex to demolish.
Option Analysis					
Phase 1, Option 1A: Phase 2, Option 1, Phase 3, Option 1			\$ 2,443,238.00		
Phase 1, Option 1B: Phase 2, Option 1, Phase 3, Option 1			\$ 2,443,238.00		
Phase 1, Option 2: Phase 2, Option 1, Phase 3, Option 1			\$ 3,062,412.00		



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

**ORDINANCE
NO. 1484**

**AN ORDINANCE AMENDING BRAINERD ZONING ORDINANCE
SECTIONS 515-63-2 AND 515-65-2: ADDING FUNERAL HOMES, MORTUARIES AND
CREMATORIALS AS PERMITTED USES**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 515-63-2–Permitted Uses shall be amended by adding the following:

BB. Funeral homes, mortuaries and crematoriums

SECTION TWO: That Section 515-65-2–Permitted Uses shall be amended by adding the following:

U. Funeral homes, mortuaries and crematoriums

SECTION THREE: All other provisions of Section 515-63-2 and 515-65-2 shall remain in full force and effect.

SECTION FOUR: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this ____ day of ____, 2018

DAVID J. PRITSCHET
President of the Council

Approved this ____ day of ____, 2018

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator

Published: One Time - ____, 2018

MEMO

TO: Planning Commission

FROM: Mark Ostgarden, City Planner

DATE: June 13, 2018

RE: Zoning Ordinance Text Amendment – Funeral Homes/Mortuaries and Crematoriums

A funeral home located in a B-4 (General Commercial) District is exploring expansion options and it was discovered that the use is not permitted by right or as a conditional use in the district. The two districts where it is permitted are the B-1, (Residential-Office) District and the B-2 (Neighborhood Business District). The funeral home owner is also looking to have a crematorium at the funeral home; a use not listed in any zoning district.

It is the Planning Department's thought that not listing a funeral home with/without a crematorium was an oversight in the Zoning Ordinance Update process in 2008/09. To address the oversight, a Zoning Ordinance text amendment hearing has been scheduled for the June 20, 2018 meeting to consider the amendments. The hearing notice has been written to allow the Planning Commission to determine whether the uses should be permitted by right or as a conditional use.

Is there a difference between a funeral home and mortuary?

Funeral Home

Typically, a funeral home is able to provide a more full-service experience and often in more lavish surroundings centered on the comfort of the surviving family members. Funeral homes employ funeral directors which help to coordinate the various aspects of memorialization a family may choose. Funeral directors are also trained in grief counseling. The services and products offered by many funeral homes can be extensive from grand services for large groups with multi-media capabilities, event coordinators, catering, and music to very intimate private options. They also may offer a vast array of memorialization products such as service booklets, photos, jewelry, art, mementos and unique caskets and urns. They often help to write and/or publish an obituary in a newspaper. It should be noted that often a funeral home will not have a crematory (facility for the process of cremation) on-site. This will mean the funeral home staff will arrange for transportation of the deceased to a secondary facility for the cremation process and then have the cremated remains transported back to the funeral home.

Mortuary

Although the outcome is the same, burial or cremation, a mortuary is often more focused on the mortuary sciences of caring for and preparing the body for burial or cremation. The organization may be more to the point, offering direct services such as a quick viewing for immediate family members and cremation without full-scale memorialization services. This is not always the case, but the consumer should be

aware of this potential difference. The mortuary may offer less services but may also cost significantly less.

One key difference is that only a mortuary offers on-site cremation. The mortuary may or may not involve a funeral director (although in some states a funeral director is required to be involved). The facility may be much more basic and not focused on the comfort of the consumer.

Do crematories create an odor and are they safe?

Following are the concerns that have been raised about crematories:

High Temperatures

High temperatures ensure that a cremation successfully incinerates a human corpse, and most crematoriums burn remains at temperatures of 1,600 to 1,800° Fahrenheit. Coroners and funeral directors who maintain crematoriums must be certain that their facilities meet all the necessary standards. Any oven that can generate such a high level of heat can be dangerous if not operated properly. In the United States, regulations can vary from state to state and become even stricter on a local level.

Exhaust

The most concerns raised is the exhaust odor potential from industrial ovens, but as technology is constantly progressing, engineers have developed methods of burning propane to provide the necessary heat for crematoriums. There have been complaints about odor at crematoriums and there are reports of people living very close to one and never realizing that cremations were being done.

The Planning Department has contacted Grand Rapids, Faribault, Fridley and White Bear Lake which are communities that have a crematorium near residential areas and each city has not received any neighborhood complaints.

The Nelson Doran Funeral Home in Brainerd has had a crematorium for years. Although not near a residential area, there has never been a complaint from a surrounding property.

Mercury

Following is an excerpt from an article North American Cremation Association called *Mercury and Cremation Issues Revisited*:

One of the most detailed studies of mercury emissions impact was conducted in the United Kingdom where over 70% of dead humans are cremated. The study focused on a crematorium that had been in operation for over 40 years, processing more than 112,000 cremations at the time of the study.

The direction of the prevailing winds of the crematory exhaust was determined to identify the land surrounding the crematory where the highest concentrations of mercury could be found. Five soil samples were taken along this windward axis; three samples were taken on the downwind axis and two additional samples were taken on the upwind axis. All the samples were then analyzed.

As anticipated, the downwind samples contained a higher, though not significant, level of mercury. "Trigger concentrations" had been determined to evaluate level of soil contamination. These "trigger levels" ranged from low levels of 1mg/kg for human food producing soils to 20mg/kg levels that are deemed acceptable for children's playgrounds. The concentration of mercury found in the crematory soil samples averaged less than .15 mg/kg, almost 7 times lower than that allowed for food production and more than 100 times lower than that allowed for children's playgrounds. The soils were deemed uncontaminated even after 112,000 cremations and 40 years of operation.

Consider that typical North American crematories operate at only 20% of these production levels used in the analysis, and it becomes readily apparent the anticipated impact of mercury emissions from those crematories are even further diminished.

Following is an excerpt from an article North American Cremation Association called *EPA Publishes New Mercury Data*:

The US EPA based their recommendations of no regulations for human and animal crematories on actual data collected for a wide variety of pollutants including mercury. The US EPA determined (based on 1999 CANA cremation rates) that all US crematories, together, would have produced a total of 238 lbs. of mercury emissions in 1999. If we update the mercury emissions levels to include both the US and Canada using 2004 cremation rates, the mercury emissions would be approximately 320 lbs. With 2050 crematories operating in the US and Canada, this would average out to about 0.15 lbs. of mercury emissions per crematory per year. If you could capture 100% of the mercury from a crematory processing an average of 400 cremations per year, for one full year, the total mercury captured would be the smaller than a typical household sugar cube.

Is a license required to operate crematorium?

Attached is the license application as stated in Section 149A of Minnesota State Statutes that specifies a license is required.

Use Permitted by Right or as a Conditional Use

Funeral homes without crematoriums are conditional uses in the B-1 (Residential Office) Districts and in the B-2 (Neighborhood Business) Districts. They are permitted in no other zoning districts. Each has the following requirements:

1. Parking and stacking areas are subject to the provisions of Section 22 (Off Street Parking) of this ordinance.
2. The site accesses a collector road.

The hearing notice is worded to allow the Planning Commission to determine whether the use should be permitted by right or as a conditional use in the B-4 (General Commercial) District and the B-6 (Washington Street Commercial) District.



Mortuary Science

APPLICATION FOR LICENSE TO OPERATE A CREMATORY

MINNESOTA GOVERNMENT DATA PRACTICE ACT NOTICE. This notice is given pursuant to Minnesota Statutes, sections 13.04, subdivision 2, and 13.41, subdivision 2. The Commissioner of the Minnesota Department of Health (Commissioner) will use information you provide in this application to determine if you meet Chapter 149A requirements for licensure. You are not legally required to supply the requested information. However, **FAILURE TO PROVIDE INFORMATION OR THE SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY DELAY THE PROCESSING OF YOUR APPLICATION OR MAY BE GROUNDS FOR DENYING YOUR APPLICATION.** All data, except your name and address, submitted by you or on your behalf are considered private until you are licensed. "Private" data is data that is not public and is accessible to you. *When you become licensed, the application data (except SSN) becomes public.* Information submitted to the Commissioner in this licensing application may, in some circumstances, be disclosed to other persons or entities including the Minnesota Department of Health and its staff, staff of the Attorney General's office, and persons whom they contact including any person to whom the Commissioner must refer the application or parts thereof for verification purposes or determination of your qualifications, and to persons you designate. In addition, if the matter of your license becomes contested and thereby results either in a contested-case hearing or litigation, the data submitted by you or on your behalf may also become accessible to the Minnesota Office of Administrative Hearings, appropriate courts, and those associated with such proceedings, and thereby become public data.

The undersigned hereby submits this application to operate a crematory subject to the provisions of Minnesota Statutes, section 149A. Include an application fee of \$425.00 payable to: Commissioner of Finance.

Crematory Information

Name of Crematory

Mailing Address

City

State

Zip

Establishment Address ☐ same as mailing address

Email Address

Phone Number

Fax Number

Type of Business:

☐ Individual or Sole Proprietorship

☐ Public Corporation

☐ Partnership

☐ Cooperative

☐ Private or LLC Corporation

Name of Owner(s) and Percentage of Ownership for each owner

Federal IRS Tax Number

Minnesota Tax I.D Number (or Owners SS Number)

If this crematory is a cooperation answer the following questions.

Place and Date of Incorporation

Name of Corporation

Corporation Address ☐ Same as mailing address

Name of President

City

State

Zip

Name of Licensed Morticians and Mortician's License Number that work at this establishment

APPLICATION FOR LICENSE TO OPERATE A CREMATORY

Insurance Information

Name of Insurance Provider

Insurance Policy Number

Insurance Agents Name

Insurance Agent's Phone Number

I certify that the information provided on this form is true and correct to the best of my knowledge. I understand that misstatement of facts may result in denial of this application.

Printed Name of Applicant

Signature of Applicant

Date

Include copies of the following documents with this application:

- ☐ Liability insurance coverage
- ☐ Filing with the Minnesota Secretary of State
- ☐ Occupancy permit or, if not available, proof of zoning from city ordinance
- ☐ Application fee payable to Commissioner of Finance

This application will be returned to you if all documents are not mailed together.

Minnesota Department of Health
PO Box 64882
St. Paul, MN 55164-0882
651-201-3829
health.mortsci@state.mn.us
www.health.state.mn.us

07/27/2017

To obtain this information in a different format, call: 651-201-3829. Printed on recycled paper.

PLANNING COMMISSION
Wednesday, June 20, 2018

#1 Call to Order

Due to the absence of Planning Commission Chair Headley and Vice-Chair Marohn, City Planner Ostgarden called the meeting of the Brainerd Planning Commission to order at 6:00 p.m. in the City Hall Council Chambers. The Commission moved to elect Commissioner Wussow to serve as temporary Chair.

Noted present were Commissioners Burslie, Gorham, Wussow and Council Liaison Lambert. Noted absent was Commissioner Antolak, Headley and Marohn. Also present was City Planner Ostgarden, Administrative Specialist Bestul and Planning Intern Jared Boom.

#2 Approval of Agenda

MOTION BY COMMISSIONER WUSSOW, DULY CARRIED, TO APPROVE THE AGENDA.

#3 Approval of Minutes of the Regular Meeting held on May 16, 2018

MOTION AND SECONDED BY COMMISSIONERS LAMBERT AND GORHAM, DULY CARRIED, TO APPROVE THE MINUTES OF THE REGULAR MEETING HELD ON MAY 16, 2018.

#4 New Business

A. Public Hearing – To Consider Amending the City Zoning Ordinance to Permit Funeral Homes/Mortuaries with A Crematorium

As a Permitted Use in:

- 515-63-2: B-4 General Commercial District
- 515-65-2: B-6 Washington Street Commercial District

OR

As a Conditional Use in:

- 515-63-6: B-4 General Commercial District
- 515-65-6: B-6 Washington Street Commercial District

City Planner Ostgarden indicated the owner of a funeral home located in a B-4 (General Commercial) District has interest in expanding the business to include a crematorium. It was discovered that funeral homes are not listed as a use permitted in a B-4 district, which was perhaps an oversight when the zoning ordinance update occurred in 2008/09. The first task is to discuss an amendment to add funeral homes as a use allowed in the B-4 district and whether a crematorium is also added to the amendment. In the B-1 (Residential Office) and B-2 (Neighborhood Business) Districts, funeral homes without crematoriums are defined as conditional uses. The Commission may want to amend the ordinances in these districts to allow crematoriums at the same time if desired.

City Planner Ostgarden reviewed background information regarding funeral homes, mortuaries and crematoriums. A main question would be what the impact a crematorium has on a community and/or a neighborhood. There have typically been three areas of concern raised about crematoriums as follows:

- High Temperatures – Dangerous if equipment is not operated properly
- Exhaust – Potential odor – unlikely but possible
- Mercury – Studies have shown very minimal traces of mercury are found. If you were to capture 100% of the mercury from a crematory processing an average of 400 cremations per year, for one year, the total mercury would be smaller than a sugar cube.

City Planner Ostgarden reviewed the cremation process and the improvements to the process that have been made over time with technology. The Planning Department has contacted four cities in Minnesota which have a crematorium near residential areas and each one has not received any complaints. The State of Minnesota requires a license to operate a crematorium in which they regulate and inspect the facility. The Nelson Doran Funeral Home has had a crematorium for several years and has not received any complaints from a surrounding property.

Commissioner Lambert asked if there are any local regulations that need to be followed, which was confirmed as only state regulated.

Commissioner Burslie wanted clarification that this will only be allowed in commercial districts, not residential. City Planner Ostgarden confirmed that this is correct, however the B-4 district would be near a residential district.

Commissioner Gorham asked which business is applying for the crematorium. City Planner Ostgarden indicated it is the Halvorson Johnson Funeral Home and the owner is looking at significant changes to the business. The building for the First Presbyterian Church has become too large for the number of members and there is the possibility of relocation to the church building.

Commissioner Wussow asked if there are any special concerns about stovepipe for the exhaust, which City Planner Ostgarden confirmed as negative.

Commissioner Wussow suggested amending the B-1 (Residential Office) and B-2 (Neighborhood Business) Districts to allow crematoriums. City Planner Ostgarden indicated these can be amended and another public hearing can be scheduled.

Commissioner Burslie recommended moving forward as proposed and if an applicant comes forward in a B-1 or B-4 District, the ordinance can be amended at that time.

The Chair opened the public hearing at 6:20 p.m.

No one came forward.

The Chair closed the public hearing at 6:21 p.m.

City Planner Ostgarden made the recommendation of adding the crematoriums as a permitted use in districts B-4 (General Commercial) and B-6 (Washington Street Commercial). If an applicant comes forward to amend the B-1 (Residential Office) or B-2 (Neighborhood Business) districts, the recommendation would be to allow crematoriums as a conditional use.

MOTION AND SECONDED BY COMMISSIONERS LAMBERT AND BURSLIE, DULY CARRIED, TO RECOMMEND APPROVAL TO AMEND THE CITY ZONING ORDINANCE SECTIONS 515-63-2 (B-4 DISTRICT) AND 515-65-2 (B-6 DISTRICT) TO ADD FUNERAL HOMES/MORTUARIES WITH A CREMATORIUM AS A PERMITTED USE.

Commissioner Gorham asked the Commission if there would be any advantages to allowing this as a conditional use rather than a permitted use.

Commissioner Burslie indicated he sees no advantage as City Planner Ostgarden has explained any potential impacts that it may have, which are few. Commissioner Wussow stated the studies have been done on the mercury and exhaust issues and it appears to be very safe.

#5 Public Forum

The Chair indicated there is no one present from the public for open forum.

#6 Old Business

None

#7 Commissioners' Questions/Comments

Commissioner Gorham stated the subcommittee he is a member of completed a walk-about along Kingwood Street.

Commissioner Burslie asked about the approval of Thrifty White Pharmacy returning to the Planning Commission with a landscape plan and when that will occur. City Planner Ostgarden indicated it will be awhile until they are at that point – it is expected sometime later this summer.

#8 City Planner's Report

City Planner Ostgarden introduced the summer Planning Intern, Jared Boom. Mr. Boom will also be assisting the contracted planning firm for the City of Breezy Point with the help of Commissioner Wussow, who is the City Administrator of Breezy Point.

City Planner Ostgarden updated the commission on the Comprehensive Plan. The Steering Committee is working on hearing, learning, and getting to know the community. An email from Ms. Ashley Kaisershot with a June Project update is provided showing public outreach, gathering data and analysis. There is another community survey being worked on and pop-up engagement sessions with area youth are being planned. The committee will be meeting at the Shop in mid-July in hopes of obtaining more input from young professionals and youth in the community. A Technical Advisory Committee (TAC) will be made up of city staff at the close of the survey to share the responses and all community input received which will be posted to the city website.

Commissioner Lambert asked if a member of the steering committee can be a part of the Technical Advisory Committee. City Planner Ostgarden stated yes; it would be acceptable for any committee member to be a part of it.

Commissioner Gorham asked social media will be used to promote the comprehensive plan. City Planner Ostgarden stated it is a topic that will be discussed further as time goes on with the update. A planning meeting took place for the next steering committee meeting and it was suggested to Ms. Kaisershot and Mr. Tad Erickson for them to attend a future Planning Commission meeting to make a presentation of the updates.

City Planner Ostgarden added a topic of the City Council June 18, 2018 meeting was to consider allowing miniature pigs in the city.

Commissioner Wussow pointed out the name of National Joint Powers Alliance (NJPA) has changed their name to Sourcewell.

#9 Adjourn to 2nd Floor Conference Room for a Form Based Code Discussion (*Tentative*)

City Planner Ostgarden stated since Commissioner Marohn was unable to attend tonight's meeting, this discussion will take place at a later date.

The Chair adjourned at 6:39 p.m.

Respectfully submitted,

City Planner Mark Ostgarden AICP