

CITY COUNCIL AGENDA

Brainerd, Minnesota
Monday, February 4, 2019
7:30 P.M.
Brainerd City Hall
Council Chambers

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

2. **Roll Call**

___ D. Pritschet ___ K. Bevans ___ D. Badeaux ___ S. Hilgart

___ J. Lambert ___ K. Stunek ___ G. Johnson ___ 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 January 22, 2019

Documents:

20190122_CC draft.pdf

B. **Approval Of Licenses**

Contractor Licenses - 2 New; 12 Renewals

Documents:

2019-02-04 License RPT.pdf

C. **Department Activity Reports**

1. Fire Chief
2. Parks Director

Documents:

Fire Chief Report.pdf

Parks Report.pdf

D. **Temporary On-Sale Liquor License Application - Submitted By
Brainerd Sports Boosters For An Event To Be Held April 13, 2019
At Essentia Health Sports Center, 502 Jackson St., Brainerd**

E. Community Development Director Monthly Report

Documents:

Monthly Report - February 2019.pdf

6. Council Committee Reports

A. Personnel And Finance Committee - 6:30 P.m.

Documents:

2019-02-04 PF.pdf

1. Approval Of Bills
2. Paid On Call Firefighter Hiring

Documents:

Paid on call Firefighter hiring.pdf

3. Police Lieutenant Job Description

Documents:

Police Lieutenant Job Description Approval.pdf

4. Approval Of 2019-2021 LELS (Police Officer) Union Contract

Documents:

2019-2021 LELS (Police Officer) Union Contract.pdf

5. Recreation Coordinator Promotion

Documents:

Recreation Coordinator Promotion.pdf

6. Parks Department Mower Upgrade Request

Documents:

Mower request.pdf

7. Letter Of Qualifications - Software

Documents:

Letter of Qualifications -Software .pdf

8. Approval Of Accounting And Use Of One-Time Exception Of State Funded Minnesota Investment Funds (MIF)

Documents:

One-Time Use of MIF Funds .pdf

9. ASI Tax Increment Finance (TIF) District No. 4-3 Decertification

Documents:

ASI TIF Decertification.pdf

10. League Of Minnesota Cities Insurance Trust Liability Coverage Waiver Form

Documents:

LMCIT Waiver Form.pdf

11. Crow Wing County Historical Society Donation Request

Documents:

Historical Society Donation.pdf

12. Annual Review Of Investment Policy

Documents:

Annual Investment Policy Review .pdf

B. Safety And Public Works Committee - 7:15 P.m.

Documents:

20190204_SPW.pdf

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

Documents:

Event and Street Closure Application - St. Patricks Day Parade.pdf

2. Resolution - Receive Report And Call Hearing For Improvements 17-06, 17-07, And 18-05

Documents:

Res - 17-06, 17-07, and 18-05 Receive Report Call Hearing.pdf

7. Unfinished Business

A. Call For Applicants - Informational

(Applications Available in Council Chambers or at the City's Website)(<http://www.ci.brainerd.mn.us>)

PLEASE NOTE: THIS INCLUDES ANY EXPIRING TERMS UP FOR REAPPOINTMENT - ALL CURRENT MEMBERS ARE REQUIRED TO REAPPLY

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

Cable TV Advisory Committee - 2 terms (Expire 2021)
Charter Commission - 1 term (Expire 2021) - 1 term (Expire 2022)
Transportation Advisory Committee - 1 term (Expire 2019) 1 term (Expire 2020)
Rental Dwelling Board of Appeals - 2 terms (see below) - (Expire 2020)
1. *Tenant Representative (1)*
2. *General Public Representative (1)*

Council President Recommended: (all terms expire 12/31 of said year)

Planning Commission - 2 terms (Expire 2021)

- B. Final Reading - Proposed Ordinance No. 1491 - An Ordinance To Amend City Code Section 1200 Intoxicating Liquor Subd. 7(A). Sunday On-Sale License: To Add Microdistilleries And Brewer Taprooms**
- a. Hold Public Hearing
 - b. Consider Testimony and Alternatives
 - c. Hold Final Reading of Ordinance (Voice Vote)
 - d. Adopt Ordinance (Roll Call)

Documents:

Ord 1491.pdf

8. New Business

- A. Direct Select Consultant For Facility Plan Implementation**

Documents:

Facility Plan Implementation.pdf

- B. Set Date For Council Retreat**

Documents:

Council Retreat.pdf

9. Planning Commission

- A. Final Reading - Proposed Ordinance No. 1490 - An Ordinance To**

Amend Section 515-57: R-3, High Density Residential District To Add Single Family Dwellings As Permitted Uses

- a. Hold Public Hearing
- b. Consider Testimony and Alternatives
- c. Hold Final Reading of Ordinance (Voice Vote)
- d. Adopt Ordinance (Roll Call)

Documents:

Final Reading Ord No. 1490.pdf

10. Public Forum

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

11. Staff Reports

(Verbal: Any Updates since Packet)

A. (Added Item) City Administrator Report

Documents:

City Admin Report.pdf

12. Council Member Reports

A. (Added Item) Water Tower Committee Appointments

Documents:

Skogen, Paul.pdf
Rohlfing, Eric.pdf

13. Motion To Closed Session Pursuant To M.S. 13D.03 To Discuss Labor Negotiation Strategy

14. Adjourn To Intercultural Development Inventory (IDI) Assessment - Monday, February 11, 2019 6:00 P.m.

Note: Safety and Public Works Committee will meet at 7:15 p.m.
Personnel and Finance Committee will meet at 6:30 p.m.

ANY INDIVIDUAL NEEDING SPECIAL ACCOMMODATIONS,
PLEASE CALL 828-2307

Visit the [City's Website](http://ci.brainerd.mn.us) (ci.brainerd.mn.us)

MISSION

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

**Brainerd, MN
January 22, 2019**

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 Johnson.

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

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO APPROVE THE AGENDA.

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

A. Approval of the Minutes of the Regular Meeting held on January 7, 2019 and the Special Meeting held on January 15, 2019 - Approved

B. Approval of Licenses - Approved

Contractor Licenses – 14 – Renewals

C. Department Activity Reports - Approved

1. Police Chief
2. Finance Director

D. Adopt Resolution Accepting Donations & Contributions for the 4th Quarter 2018 – Adopted by Resolution 03:19

E. Minnesota Lawful Gambling Application for Exempt Permit – Submitted by Council 11679, Saint Mathias, 1844 S. Oakridge Ln., Fort Ripley for an Event to be Held on March 24, 2019 at St. Francis of the Lakes Catholic School, 817 Juniper St., Brainerd - Approved

F. Approval of Bills – Approved

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

Presentations

The Chair welcomed Ms. Holly Holm, executive director of Brainerd Community Action, who thanked the Council for the opportunity to give a recap of the past year activities and events. She stated in 2018 she did a complete assessment of the programs and made improvements and changes along the way to work smarter, not harder. She streamlined many processes and procedures with the fiduciaries to improve communication and transparency. She stated that Community Action does more than organize the 4th of July festivities. They partner with many non-profits in the area as well as planning other events in the community and are the fiscal agent for

several fundraising initiatives including the Save the Water Tower efforts. Community Action has been involved with the program “The Newcomers Club”, sponsored in part by Brainerd Lakes Area Community Foundation and the Initiative Foundation, which aims to retain and keep new residents here in Brainerd. The mission purpose and mission statement of Community Action have been revised and she reviewed the goals of Community Action going forward. She answered questions of the Council and the Chair thanked her for the presentation.

Unfinished Business

Appointment of Council Committees for 2019 and 2020

Council President Johnson appointed the following members to the Personnel and Finance Committee and the Safety and Public Works Committee:

Personnel and Finance Committee

Dave Badeaux, Kevin Stunek and Sue Hilgart as Chair

Safety and Public Works Committee

Jan Lambert, Dave Pritschet and Kelly Bevans as Chair

Appointment of Council Liaisons

Mayor Menk appointed the following Council Liaisons:

Charter Commission: Kelly Bevans – Term Expires 12/31/2022

Economic Development Authority (EDA): Kelly Bevans – Term Expires 12/31/2022

Economic Development Authority (EDA): Gabe Johnson – Term Expires 12/31/2022

Brainerd HRA: Gabe Johnson – Term Expires 12/31/2020

Public Utilities Commission: Ed Menk – Term Expires 12/31/2022

Rental Housing BOA: Dave Badeaux – Term Expires 12/31/2020

Transportation Advisory Committee (TAC): Jan Lambert – Term Expires 12/31/2020

Transportation Advisory Committee (TAC): Sue Hilgart – Term Expires 12/31/2020

Council President Johnson appointed the following Council Liaisons:

Airport Commission: Kevin Stunek – Term Expires 12/31/2019

Planning Commission: Jan Lambert – Term Expires 12/31/2020

Call for Applicants – Informational:

(Application Information at www.ci.brainerd.mn.us/boards/)

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– ALL CURRENT MEMBERS ARE REQUIRED TO REAPPLY**

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

Cable TV Advisory Committee – 2 terms (Expire 2021)

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Transportation Advisory Committee – 1 term (Expire 2019) – 1 term (Expire 2021)

Rental Dwelling Board of Appeals – 2 terms (see below) (Expire 2020)

1. *Tenant Representative (1)*
2. *General Public Representative (1)*

Council President Recommended: (all terms expire 12/31 of said year)

Planning Commission – 2 terms (Expire 2021)

New Business

Request for Lieutenant Promotion Process - Approved

Police Chief McQuiston indicated the Police & Fire Civil Service Commission met recently and made amendments to the existing Civil Service Rules and Procedures to create the new position of Lieutenant. He stated that the job description was also approved at the Civil Service Committee meeting and should have been included in the packet for approval. The job description will be presented at the February 4th Council meeting. Police Chief McQuiston explained the promotion process and hopes to be able to recommend a candidate for promotion at the March 4th Council meeting.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO APPROVE THE AUTHORIZATION FOR THE POLICE AND FIRE CIVIL SERVICE COMMISSION TO ESTABLISH AN ELIGIBILITY LIST FOR THE LIEUTENANT PROMOTION TO START THE PROMOTIONAL TESTING PROCESS WITH THE JOB DESCRIPTION GOING TO COUNCIL ON FEBRUARY 4, 2019.

Police Officer Resignation and Request to Hire Police Officers - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK, DULY CARRIED, TO ACCEPT WITH REGRET THE RESIGNATION OF OFFICER PRINCE, AND AUTHORIZE CONDITIONAL JOB OFFERS TO ISMAIL TOURE AND CHASE REED WITH TENTATIVE STARTING DATES OF FEBRUARY 25 AND MARCH 18 RESPECTIVELY, PENDING SUCCESSFUL COMPLETION OF THE PRE-EMPLOYMENT SCREENING PROCESS.

Improvement 16-09 – Buffalo Hills Lane and Mississippi Drive Reconstruction – Request to Authorize Letter Report - Approved

City Engineer Sandy stated a second public meeting was held recently regarding the Buffalo Hills Lane and Mississippi Drive reconstruction. There were some negative public comments on the proposed assessment methodology. He stated after discussion with the City Attorney, it is recommended to hire a certified appraiser to give guidance regarding special assessment determination by taking into consideration the physical and/or economic characteristics and market information. This report will give a general outline of benefits to the proposed properties to be assessed.

Council discussion took place.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE QUOTE FROM NAGELL APPRAISAL & CONSULTING AT THE COST OF \$2,200 TO BE ALLOCATED FROM THE CONSTRUCTION FUND AND MOVED TO THE PROJECT COST FUND IF THE PROJECT PROCEEDS.

Council member Bevans directed staff to research the alternatives the City has regarding Buffalo Hills Lane if this project does not occur.

Improvement 17-10 – Sanitary Sewer Project – Alley of Oak to Pine from SE 11th Street to SE 19th Street – Authorization to Bid - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND BADEAUX, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND AUTHORIZE THE SOLICITATION OF BIDS FOR IMPROVEMENT 17-10, SANITARY SEWER RECONSTRUCTION LOCATED IN THE ALLEY BETWEEN OAK AND PINE STREET FROM SE 11TH STREET TO SE 19TH STREET.

SP1806-76 – TH 210 Construction in 2019 - Informational

City Engineer Sandy announced that MnDOT is planning a reconstruction of Trunk Highway 210 from the city limits of Brainerd to Ironton in the summer of 2019. It has been determined there are no conflicts with city utilities.

2019 Workers' Compensation Renewal - Informational

Finance Director Hillman stated the 2019 workers' compensation had been budgeted using an experience modification of 1.10. The actual renewal came in with an experience modification of 1.16, which is approximately a 6% increase in premium than what was budgeted.

First Reading of Proposed Ordinance No. 1491 – An Ordinance to Amend City Code Section 1200 Intoxicating Liquor - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK, DULY CARRIED, TO HOLD THE FIRST READING OF PROPOSED ORDINANCE NO. 1491 – AN ORDINANCE TO MODIFY SECTION 1200 OF THE CITY CODE TO ALLOW SUNDAY ON-SALE LICENSES FOR BREWERIES AND TAPROOMS.

Planning Commission

First Reading of Proposed Ordinance No. 1490 – An Ordinance to Amend Section 515-57: R-3, High Density Residential District - Approved

Community Development Director Chanski explained the Planning Commission had discussed this topic last summer. They voted unanimously to approve recommending the amendment to Section 515-57 to allow single family dwellings as a permitted use in R-3 (High Density) residential districts.

MOVED AND SECONDED BY ALDERMEN HILGART AND PRITSCHET, DULY CARRIED, TO HOLD THE FIRST READING OF PROPOSED ORDINANCE NO. 1490 – AN

ORDINANCE TO AMEND SECTION 515-57 TO ALLOW SINGLE FAMILY DWELLINGS AS PERMITTED USES IN R-3 HIGH DENSITY RESIDENTIAL DISTRICTS.

Variance Request – 214 2nd Ave NE – To Construct a 20' x 24' Garage – Approved as Modified

Community Development Director Chanski stated an application was submitted by Mr. William Cory for a variance to construct a 20' x 24' garage on his property at 214 2nd Ave NE. The request went before the Planning Commission at the January 16th meeting. Mr. Cory is seeking the following variances from Section 515-17 General Building, Use and Design Provisions:

3. A. Building Design Standards

2. a. *Single Family Standards. An attached or detached garage is limited in size to sixteen (16) ft by twenty (20) ft.* The proposed size of the garage and storage building is 20'x24'.

8. B. Residential Accessory Buildings, Structures and Uses

3. a. *Accessory Building Floor Area, Height and Number. The combination of accessory buildings and garages (attached and detached) per lot shall not exceed the following standards:*

<u>Zoning District</u>	<u>Maximum Allowable Floor Area</u>
R-2	10% of lot area

The lot is 3,500 sq. ft., limiting accessory building area to 350 sq. ft. The proposed garage and storage building totals approximately 480 sq. ft., which is approximately 13.7% of the lot area.

3. c. *Height. Detached accessory buildings shall not exceed the height of the principle building or fifteen (15) feet, whichever less.* The roof height of the 14.5' dwelling at the midpoint is approximately 12.2' and the roof height of the 20' garage at the midpoint is approximately 13.5'.

4. b. *Setbacks. Side and rear setbacks shall be as provided for in the respective Zoning District.* Accessory Building and Structure side yard set backs are three feet and a 20" side yard setback along the north property line is proposed.

Community Development Director Chanski indicated the Planning Commission recommended approval of the application with the following conditions and based on the findings of fact:

CONDITIONS

- Garage size must be no larger than 17 ½' deep x 20' wide
- Gutters must be installed on the north side of the garage

FINDINGS OF FACT

- The narrowness of the lot makes conformance with the current code unfeasible
- The small size of the existing house makes conforming to the size requirement of the garage difficult
- Utilities along the south side of the lot make encroachment unfeasible and justifies a northern encroachment

- Proposed structure is consistent in dimension and character to the neighborhood

Community Development Director Chanski stated he received an email from the applicant after the Planning Commission meeting, stating he did not feel the Planning Commission had all the necessary information in order to completely review the request. The applicant requested it be returned to the Planning Commission with a staff report and findings of fact that the previous City Planner would draft prior to a meeting.

Council member Lambert, who is the council liaison, stated there was adequate information provided in order to make the decision. The findings of fact and staff report is not a requirement to decide an outcome of a request – this was just a practice that City Planner Ostgarden would do. She stated all the necessary information was reviewed. Descending members of the Planning Commission were not in favor of the variance request for reasons other than not having enough information to make a decision.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS, DULY CARRIED, TO APPROVE THE VARIANCE WITH THE CONDITIONS BASED ON THE RECOMMENDATIONS OF THE PLANNING COMMISSION.

Public Forum

The Chair opened the Public Forum at 8:13 p.m.

No one came forward.

The Chair closed the Public Forum at 8:13 p.m.

Staff Reports

None

Council Member Reports

Council member Bevans thanked Mr. Mike Higgins of Brainerd Industrial Center for the presentation and staff for the smooth process in the lease agreement.

Mayor Menk announced Dairy Queen is opening in the former KFC building in east Brainerd, and Giovanni's Pizza has reopened under new management.

Motion to Closed Session Pursuant to MN Statutes 13D.03 to Discuss Labor Negotiation Strategy – 8:15 p.m.

Adjourn

The Chair adjourned the meeting at 8:34 p.m.

Cassandra Torstenson
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
February 4, 2019
(2 New, 12 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
GARTH TRETTER TRUCKING 15461 IRONWOOD LANE BRAINERD, MN 56401 19-0136	(218) 829-7645	EXCA SSTS	3/1/2019	12/31/2019 5/17/2019	L1843
ELIJAH KRAMER CONSTRUCTION 505 ROSEWOOD STREET BRAINERD, MN 56401 19-0137 (new)	(218) 821-4051	GENC RSBC	3/19/2019	12/31/2019 3/31/2020	BC580229
GULL LAKE HEATING & A/C LLC 5341 OX TRAIL SW PILLAGER, MN 56473 19-0138	(218) 820-2000	MECH	11/1/2019	11/1/2020	MB688103
DIVERSIFIED CONST OF THE LAKES AREA 1107 6TH STREET SOUTH BRAINERD, MN 56401 19-0139	(218) 820-7841	GENC RSBC	1/1/2020	12/31/2019 03/31/2019	BC663609
CHRISTENSEN CONSTRUCTION INC 13541 FIVE MILE ROAD BRAINERD, MN 56401 19-0140 (new)	(218) 821-7880	GENC RSBC	8/1/2019	12/31/2019 03/31/2019	BC736842
THE DOOR DOCTOR 18231 WOODROW ROAD BRAINERD, MN 56401 19-0141	(218) 828-4562	OVRD	6/12/2019	12/31/2019	
ROD WINK CONSTRUCTION LLC 13251 TRAILS END LANE BRAINERD, MN 56401 19-0142	(218) 839-7940	GENC RSBC	1/15/2020	12/31/2019 03/31/2019	BC383050
SHANE WILSON HEATING & COOLING 6388 ESTATE CIRCLE DR BRAINERD, MN 56401 19-0143	(218) 831-8117	MECH	5/31/2019	4/2/2020	MB653345
RARDIN CONSTRUCTION, INC. 10990 COUNTY ROAD 77 SW NISSWA, MN 56468 19-0144	(218) 829-6507	GENC RSBC	1/1/2020	12/31/2019 03/31/2020	BC003746
SCHRUPP EXCAVATING LLC 3003 36TH STREET SW PINE RIVER, MN 56474 19-0145	(218) 587-4038	EXCA SSTS	3/31/2019	12/31/2019 4/17/2019	L747

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
February 4, 2019
(2 New, 12 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
REID'S BACKHOE LLC 17698 STATE HWY 18 BRAINERD, MN 56401 19-0146	(218) 764-2827	EXCA SSTS	5/17/2019	12/31/2019 10/16/2019	L2603
JAKE FEIERABEND CONSTRUCTION LLC 12025 FIVE MILE ROAD BRAINERD, MN 56401 19-0147	(218) 831-9300	GENC RSBC	6/1/2019	12/31/2019 3/31/2019	BC728094
APE HEATING AND AIR CONDITIONING 13209 SMART ROAD BRAINERD, MN 56401 19-0148	(218) 839-8619	MECH	1/24/2020	10/1/2020	MB747688
NORTHSTAR METALWORKS DBA BRIANS WDG 10131 INDUSTRIAL ROAD BRAINERD, MN 56401 19-0149	(218) 829-8173	WELD	1/1/2020	12/31/2019	

Brainerd Fire Department

To: Mayor and City Council
From: Tim Holmes, Brainerd Fire Chief
Date: January 31, 2019
Re: January 2019 Activity Report

We are excited to start another great year. We celebrated 2018 accomplishments at our annual fire department dinner in January. Captain Barry Sell was named our 2018 Firefighter of the Year. Captain Sell is very committed to the fire department and the communities we serve. Retired Captain Randy Martin was honored with a retirement axe from the Relief Association and a Tower Award from the city for his nearly 23 years of service to the community.



We assisted with a few large events in the community, including the Jaycee's \$150,000 Ice Fishing Extravaganza and the second annual Battle for the Axe Fitness Competition at Crossfit Grow. Several Brainerd firefighters also competed in the fitness competition. Firefighter Flowers and Gawboy finished 1st in the Scaled Division and Firefighter Haglin and his partner finished 2nd in the same division.

A fire station tour was conducted for a family home day care and a Cub Scout group in January.

This month our firefighter training included EMS, Accountability, Ladder Operations, Vent-Enter-Isolate-Search (VEIS), Hydrant Operations, Physical Fitness and OSHA training (Right to Know, Confined Space Awareness, Lock Out Tag Out and Bloodborne Pathogens). Fire Chief Holmes and FM/DC Cox completed their EMT refresher with the airport firefighters at the airport. Our new firefighters continue to complete their FF I/ II training and should be done by the end of next month. They have tested on the skills portion and are now working on the Haz-Mat portion of their training.



We have several large projects in our coverage area, including the re-opening of the old Holiday Inn as a Quality Inn and Suites/Econo Lodge. FM/DC Cox has been working with numerous inspections and works closely with the State Fire Marshal's Office.

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

Structure Fire	1
Trash, Contained Fire	2
Medical Assist	3
Extrication	1
Gas Leak	3
Electrical, Combustible, Arcing	2
Assist Person in Distress	1
Smoke Scare, Odor	4
Assist Other Governmental Agency	3
Mutual Aid	1
Good Intent Call	5
Authorized Controlled Burning	1
Canceled Enroute	4
Alarm System Activation	14
Carbon Monoxide Alarm Activation	5
Total	50

City of Brainerd Incident Report

Structure Fire	1
Trash, Contained Fire	2
Gas Leak	2
Smoke Scare, Odor	5
Assist Other Governmental Agency	2
Good Intent Call	2
Canceled Enroute	4
Alarm System Activation	8
Carbon Monoxide Alarm Activation	1
Total	27

Parks and Recreation Report

February 2019

Submitted by Tony Sailer, Director

- Troy Rushmeyer was elected president and Kara Schaefer was chosen as vice-president of the Park Board for 2019.
- Registration for the youth baseball state qualifier tournaments officially opened on Jan. 2. The 14 & Under tournament was full (12 teams) on Jan. 2, the 13U tournament (12 teams) was full on Jan. 3 and the 11U tournament (16 teams) filled up on Jan. 7. On the MYAS site, which lists all tournaments throughout the state, Brainerd was the only location that listed tournaments as full, except for two early bird tournaments in May. As of Jan. 25, the 10U tournament had 11 teams registered and the 12U had eight teams registered.
- Jorgen Erickson, a student at Winona State majoring in Recreation & Tourism, has been hired as the summer intern. His internship will be from mid-May through the end of July.
- The Pond Hockey Penguins have 22 players registered and the Polar Bears have 20 participants. Two teams were formed for each league and play games against Nisswa. The On Golden Pond Jamboree will tentatively take place Feb. 24 at the Essentia Health Sports Center.
- The annual Valentine's Day skating party will take place from 1-4 p.m. at Gregory Park on Feb. 16.

City of Brainerd Community Development Department

TO: Mayor and City Council

FROM: David Chanski, Community Development Director

DATE: February 4, 2019

RE: Monthly Report

The Department of Building Safety processed 1,058 permits in 2018 with a total valuation of \$33,323,230, a 136% increase over 2017. These numbers include 41 new residential units constructed in 2018. Including 33 new residential units constructed in 2017, the City has gained a combined 74 new residential units constructed over the last 24 months with a total permitted valuation of \$13,782,150. That is 30 units and \$7,398,767 more than 2011 through 2016 combined. While I cannot predict what kind of growth Brainerd will see in 2019, these numbers suggest a very encouraging trend as we seek to grow and revitalize the community.

Interim Building Official Chuck Arvidson and I, along with City Administrator Cassandra Torstenson and City Engineer Paul Sandy, met with representatives of ISD 181 and their contractors regarding the Brainerd High School and Harrison Elementary expansion and remodel projects. These projects appear to be progressing smoothly, and they plan on submitting permits for Planning Commission review and City Council approval in the coming months.

The Planning Commission has a retreat scheduled on Wednesday, February 13 to discuss their goals and priorities for 2019. This was something that all the members of the Commission expressed great interest in doing during their regular meeting on January 16. They all share a desire to take an active role in planning and development for Brainerd's future now, not reacting to it later. I am eagerly anticipating what I believe will be a productive and fruitful discussion.

My first month with the City has been an enjoyable one as I continue to assimilate into the organization and the community. I will be participating in the Chamber's Supervisor Advantage training beginning the end of this month and continuing through early May. I am also working my way through some online Land Use training through the League of Minnesota Cities to brush up on and advance my land management skills.

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

February 4, 2018
City Hall Conference Room
6:30 PM

1. Approval of Bills
2. Paid on Call Firefighter Hiring
3. Police Lieutenant Job Description
4. Approval of 2019-2021 LELS (Police Officer) Union Contract
5. Recreation Coordinator Promotion
6. Parks Department Mower Upgrade Request
7. Letter of Qualifications - Software
8. Approval of Accounting and Use of One-Time Exception of State Funded Minnesota Investment Funds (MIF)
9. ASI Tax Increment Finance (TIF) District No. 4-3 Decertification
10. League of Minnesota Cities Insurance Trust Liability Coverage Waiver Form
11. Crow Wing County Historical Society Donation Request
12. Annual Review of Investment Policy



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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



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>	



Police Lieutenant

Department: Police

FLSA Status: Non-Exempt

General Definition of Work

Performs difficult professional work supervising investigations, intensive case management responsibilities with direct oversight of departmental major investigations, supervision of departmental staff assigned to investigations and delegation authority for departmental investigative needs. Ensures public safety, maintains records and files, prepares reports, and related work as apparent or assigned. Oversees & manages department's Crime Prevention efforts. Work is performed under the limited supervision of the Deputy Police Chief and Police Chief. Moderate oversight is exercised over assigned personnel.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Assumes the responsibilities and duties of either the Deputy Chief and/or Police Chief during their absence.
- Supervises department investigation activities of patrol personnel and criminal investigators to ensure conformance with established standards of performance, accuracy of written reports and general operational effectiveness; recommends disciplinary action, and evaluates personnel advising, counseling and providing guidance and/or oral reprimand to assigned personnel.
- Operates a patrol vehicle; observes violations of traffic laws, suspicious activities or persons and disturbances of law and order; responds to radio dispatches and answers calls and complaints.
- Responds to radio dispatches and answers calls and complaints; serves warrants, summons, etc.; completes arrest records; investigates applicable licenses.
- Enforces traffic laws, investigates accidents; issues traffic citations; provides first responder medical assistance.
- Makes arrests and testifies in court; prepares incident and various special reports.
- Directs activities at crime and accident scenes; gathers evidence; takes victim and witness statements.
- Performs criminal investigations; interrogates suspects; gathers evidence; conducts surveillance; develops informants; obtains search warrants; apprehends violators and prepares case reports for prosecution.
- Prepares detailed reports on activities and assignments; reviews officers' reports for thoroughness and accuracy.
- Assists in and attends ongoing training in procedures, tactics, weapons, computer systems, and related subjects.
- Responds to citizen inquiries and complaints.
- Oversees and supervises service calls; ensures appropriate actions are taken.
- Performs Deputy Corner functions at initial death scene investigations when required.
- Assists Police Chief and/or Deputy Chief with administrative functions including grant writing and grant administration.
- Assists in developing and administering department policies and procedures.
- Receives and/or responds to complaints regarding police officer's conduct and follow department procedures.
- Maintains equipment; ensures officer's equipment is maintained.
- Attends required and specialized training programs; may provide in-service training instruction to other department members.

Police Lieutenant

Page 2

Essential Functions (Cont.)

- Participates in police activities in support of community events and promotes community policing for problem solving and developing partnerships.
- Responsible for oversight and implementation of Crime Prevention Efforts
- Performs related tasks as required.

Knowledge, Skills and Abilities

- Thorough and significant knowledge of the rules and regulations of the Police Department.
- Thorough and significant knowledge of police methods, practices and procedures.
- Thorough and significant knowledge of the geography of the City and the location of important buildings.
- Thorough and significant knowledge of state and local ordinances.
- Ability to understand and carry out oral and written instructions and prepare clear and concise reports.
- Ability to assign, instruct and review the work of subordinates.
- Ability to analyze situations and adopt effective and reasonable courses of action with consideration of surrounding hazards and circumstances.
- Skilled in the use of required firearms and the operation of police vehicles and equipment.
- Skilled in the use of personal and in-squad computers and related programs.
- Ability to deal professionally, courteously and fairly with the public and associates.
- Ability to establish and maintain effective working relationships with department personnel, other law enforcement agencies, associates and the general public.
- Strong interpersonal, oral, and written communications skills.
- Leadership including problem solving and decision making.

Education, Experience and Special Requirements

- Associates/Technical degree with coursework in law enforcement, criminal justice, or related field. Bachelor's degree preferred.
- Minimum of five (5) years of seniority with the Agency is required.
- Possession of an appropriate driver's license valid in the State of Minnesota.
- Minnesota Peace Officer License.
- Maintains Minnesota POST requirements.

Physical Requirements

This work requires the regular exertion of up to 10 pounds of force, frequent exertion of up to 25 pounds of force and occasional exertion of over 100 pounds of force; work regularly requires speaking or hearing, frequently requires using hands to finger, handle or feel and reaching with hands and arms and occasionally requires standing, walking, sitting, climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to extreme cold (non-weather), exposure to extreme heat (non-weather), exposure to the risk of electrical shock, working with explosives, exposure to vibration, wearing a self-contained breathing apparatus and exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.



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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Alternatives, Options, Effects on Others/Comments:	
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Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

RESOLUTION

No. :19

BE IT RESOLVED by the Council of the City of Brainerd that the hourly wages for the following City employees who are members of the Law Enforcement Labor Services, Inc. Local #65 (Police Officers) Union shall be based on the rates identified in the below 8-step grid.

2019 - 2021 LELS HOURLY RATES OF PAY								
Police Officer	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
2019	\$ 26.90	\$ 28.24	\$ 29.58	\$ 30.93	\$ 32.28	\$ 33.62	\$ 34.97	\$ 36.31
2020	\$ 27.43	\$ 28.81	\$ 30.18	\$ 31.55	\$ 32.93	\$ 34.30	\$ 35.67	\$ 37.04
2021	\$ 28.26	\$ 29.67	\$ 31.08	\$ 32.49	\$ 33.91	\$ 35.32	\$ 36.74	\$ 38.15

BE IT FURTHER RESOLVED that Police Officers currently employed by the City will be placed in the following steps as of January 1, 2019. The current employee's initial placement in the salary schedule reflects the closest step to their actual salary as of December 31, 2018.

Police Officer	Step	Police Officer	Step
Larson	2	Personius	5
Gleason	4	Athman	5
Selvestra	4	Friis	6
Kostreba	4	Reed	5
Boggs	5	Runde	5
Pallansch	5	Palcher	6
Andringa	5	Myers	6
Rosier	5	Kleffman	6
Prince	5	Schreifels	6

BE IT FURTHER RESOLVED that the above wage grid shall be incorporated into the LELS 2019-2021 Union Contract as Appendix A and the initial placement information will be incorporated as a Supplement to said Union Contract.

Adopted this ____ day of February, 2019.

GABE JOHNSON
President of the Council

Approved this ____ day of February, 2019.

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator

City of Brainerd - Law Enforcement Labor Services (LELS – Police Officer) Union Final Terms
January 23, 2019

The following are tentative agreements reached between the City of Brainerd and the LELS Union for the 2019 – 2021 union contract negotiations:

1. ARTICLE III – UNION SECURITY

3.1 ~~The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover LELS dues.~~ The Employer shall deduct from wages of employees who authorize such deduction in writing, an amount as established by LELS. Such ~~monies~~ money shall be remitted as directed by the LELS.

2. ARTICLE V - DISCIPLINE

5.1 The EMPLOYER will discipline employee for just cause only. Each ~~overt~~ act by an employee warranting discipline shall be corrected by one form of discipline, from the following list:

~~5.5 The Employer agrees to abide by the terms of the Peace Officers Disciplinary Procedures Act, Minn. Stat. 626.89 and the Government Data Practices Act.~~

3. ARTICLE VI – VACATIONS

6.3 Years of service for each full-time employee shall be computed on the basis of each full-time employee's anniversary of the original date of employment without a break in service such as termination, resignation, retirement, failure to return after being laid off/recalled.

4. ARTICLE VII - HOURS OF WORK, OVERTIME

7.2 Employees will be paid at the rate of one and one-half (1 ½) times their regular hourly rate for all work assigned by the EMPLOYER beyond their scheduled shift of eight (8) hours or ten (10) hours per day and/or scheduled work week except for shift changes. Regular rotation of shifts do not qualify an employee for overtime under this Article. In no case shall hours paid at the overtime and/or premium rate be pyramided, compounded or paid twice for the overtime calculation.

7.5 An employee called back to work ~~or court after the employee has completed their regular work day, or who is called out on the employee's day off,~~ outside of their regularly scheduled shift, shall receive a minimum of two (2) hours compensation at the overtime rate.

- 7.6 An employee who is scheduled to appear in court outside of their regularly assigned shift shall be compensated a minimum of two (2) hours pay at the overtime rate, if court is cancelled less than 24 hours prior to the scheduled date of court. If Court is scheduled on a Monday, notification must be made before 4:30 p.m. on Friday. The employer will notify the employee of court cancellation via department voice mail.

5. ARTICLE IX - WAGES

~~9.1 The following pay schedule will be effective beginning January 1, 2017:~~

~~RATE~~

~~Per Month/Per Hour~~

Police Officer:	Start 1st year	2nd year	3rd year	4th year (Top)
January 1, 2017 (1.5%) Hourly Rate	\$ 27.18	\$ 29.24	\$ 29.66	\$ 30.48
July 1, 2017 (.5%) Hourly Rate	\$ 27.32	\$ 29.39	\$ 29.81	\$ 30.63
-	-	-	-	-
January 1, 2018 (2%) Hourly Rate	\$ 27.86	\$ 29.98	\$ 30.40	\$ 31.24

~~9.2 The following longevity schedule will be effective January 1, 2008~~

~~After 8 years of service 2% of Top Wage~~
~~After 12 years of service 3%~~
~~After 16 years of service 4 %~~
~~After 20 years of service 5%~~

- 9.1 Employees shall be compensated in accordance with the pay tables as attached and incorporated into this Agreement starting January 1, 2019 and marked as Appendix A.

Pay steps are based on satisfactory performance. For employees hired after January 1, 2019, step increases for employees will be effective the 1st of the month following eligibility. For employees hired prior to January 1, 2019, step increases shall become effective January 1 of each year. Progression through the pay steps will be accomplished by an annual review of employee performance. In order to advance to Step 7, an employee must be on Step 6 and obtain two "achieves expectations" and one "exceeds expectations" on their annual performance evaluation in any given three-year cycle beginning January 1, 2019. In order to advance to Step 8, an employee must be on Step 7 and obtain another "exceeds expectations" with two prior "achieves expectations" on their annual performance evaluation in any given three-year cycle.

New employees will generally start at Step 1. The City retains the sole discretion to start an employee at a higher step depending on qualifications and needs of the city. Progression through the pay steps will be as identified above.

Employees shall have no right under this Agreement to file a grievance regarding initial placement on the pay table. Denial or delay of a step increment shall be grievable through Step 3, but not arbitrable.

An appeal process is available to employees who disagree with the result of their annual performance review. To initiate the appeal process, an employee must request an appeal within seven (7) days of receiving the results of his/her annual performance review. The request must be submitted in writing and forwarded electronically to the Police Chief and the HR Coordinator. The appeal request must clearly identify the specific portion(s) of the employee's performance review as well as the recommended remedy.

The appeal will be decided by a three (3) person panel consisting of: the Union Business Agent, a City Administration representative, and a third-party neutral from the MN Bureau of Mediation Services. This panel will hear up to a half hour of presentation from the employee and up to a half hour of presentation from the Police Chief or designee. The panel will issue a decision the same day as the presentation, if possible, and in any event within five (5) business days from the presentation. The decision of the panel will be final and binding and will not be subject to the grievance procedure under this Agreement.

- 9.4 FTO Pay: All trained FTO officers shall be compensated one and one half (1.5) hours of comp time for ~~shifts~~ each shift worked as an FTO. Pro-rate Field Training Officer (FTO) Split Shifts – UP to 2 FTO's can split an FTO shift with each receiving a ½ hour @ the 1.5 rate i.e. either receive 1.5 or .75 hours of comp time.

6. ARTICLE X - WORKER'S COMPENSATION

- 10.2 On the 46th working day the employee, at the employee's option, will be paid the difference between the employee's regular wages and the amount received from Worker's Compensation Insurance to the extent of said employee's accrued sick leave and/or vacation time. For each day an employee exercises the above option, the employee will be charged with a loss of sick leave and/or vacation time, on the basis that the pay the employee received from the City bears to the employee's regular wage. This sick leave and/or vacation time shall be computed to the nearest ~~one-fourth (1/4) day~~ fifteen (15) minute increment for any compensation paid.

7. ARTICLE XI - EDUCATION - TRAINING

- 11.2 Cost of P.O.S.T. Training - The EMPLOYER shall reimburse each employee who is required to maintain a license as a law enforcement officer under Minnesota Statutes, Section 626.84 et.seq., for actual expenses of tuition, meals, travel and lodging (~~excluding alcohol, entertainment and gratuity~~) incurred in meeting the Continuing Education requirements of the Minnesota Police Officers Standards and Training Board, not to exceed 48 hours of such training every three years. The EMPLOYER need not make such reimbursement for attendance at a course located more than 150 miles from the City of Brainerd.....
- 11.3 The Employer ~~at its discretion~~ may provide, subject to the availability of funds, tuition payments for law enforcement related training or education.

8. ARTICLE XII – HOSPITALIZATION

- 12.2 The base health insurance plan will have a ~~\$2,600~~ 2,700 single/~~\$5,200~~ 5,400 family deductible.
- 12.3 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer. Either party to the Agreement that requests a reopener under this provision shall be obligated to provide specific documentation as to the provision of the ACA that is cause for the requested reopener at the time such a request is made.

9. ARTICLE XIV - SICK LEAVE AND OTHER LEAVES OF ABSENCES

- 14.1 All permanent employees shall be credited with eight (8) hours of sick leave for each month worked. ~~Sick leave may be used for the purposes provided in MN Statute 181.9413, as amended.~~ Sick leave accumulation shall be a maximum of nine hundred sixty (960) hours. A physician's certificate may be required, if in the opinion of the department head, it is deemed necessary. Eligibility for sick leave shall be credited from the original date of hire.
- 14.2 Any sick leave ~~accrual~~ accrued over 960 hours can, on a calendar year basis, be paid into a deferred compensation plan by the employer provided that the amount is matched dollar for dollar by the employee calculated as follows:
- 14.5 Any employee wishing to take ~~a~~ an unpaid leave of absence shall write a letter to the Brainerd Police Civil Service Commission stating his or her request and reason for such leave. The Commission shall approve or disapprove such leave of absence. No leave shall be for more than ninety (90) consecutive days.

10. ARTICLE XVIII - UNIFORMS

- 18.2 The EMPLOYER will pay ~~half~~ the ~~full~~ cost of ~~a bullet-proof vest~~ ~~body armor~~ upon request of an employee. The EMPLOYER agrees to replace said vest every five (5) years or at its discretion at an earlier date.
- 18.3 Upon prior approval ~~from the Police Chief or his designee~~, the EMPLOYER will replace or repair or clean uniform items as reasonably necessary or will reimburse Employees for the same upon presentation of a receipt for such services.
- 18.4 An Employee's personal items such as watches and ~~prescription eye-glasses~~ ~~eyewear~~, which are damaged or destroyed during the course of his/her work shall be reimbursed by the EMPLOYER for the value of the item damaged up to \$150.00 per Employee annually, however, damaged ~~prescription~~ eyewear will be reimbursed in full.

11. ARTICLE XIX - SEVERANCE PAY

- 19.1 All ~~permanent~~ ~~regular~~ full-time employees shall be entitled to one hundred percent (100%) of unused sick leave as severance pay, with a maximum 960 hours, upon retirement or if they become disabled and must terminate their employment with written proof by a physician. In the event of death, severance pay shall be paid to the beneficiary. Employees who leave their employment in good standing with the City of Brainerd after twenty (20) years of service shall be entitled to 75% of all accumulated sick leave up to the maximum of 960 hours. ~~The terms retirement and in good standing are defined in the in the City's Employee Policy Manual.~~

12. ARTICLE XX - PHYSICAL FITNESS INCENTIVES

- 20.1 As incentive for attaining and maintaining a high degree of physical fitness, the Employer will award the following incentives to employees that achieve and maintain a minimum of Level II on the Brainerd Police Department's ~~annual~~ Fitness Evaluation. The employee may participate in the Physical Development Training Program on a voluntary basis as provided by the Employer. If the employee chooses to participate and reaches Level II on the performance scale he/she shall be awarded ~~one (1) shift~~ ~~ten (10) hours off duty with pay of comp time~~.

In the event the employee reaches Level III on the performance scale he/she shall be awarded ~~two (2) shifts~~ ~~twenty (20) hours off duty with pay of comp time~~.

13. ARTICLE XXII – SENIORITY

- 23.1 SENIORITY REGARDING LAY OFF. In the event a lay off occurs ~~permanent~~ regular employees covered by this bargaining agreement shall be laid off by job classification seniority in the inverse order of hire.
- 23.2 SENIORITY REGARDING RECALL. Recall of laid off employees shall be in the inverse order of lay off provided the employee: a) Is qualified, b) has not been laid off for more than two years, c) reports to work within two weeks after receipt of a certified letter from the City ~~Clerk~~ Administrator or designee requesting the employees return to work. It is the responsibility of the employee to maintain an accurate mailing address for purposes of recall.
- 23.3 PROBATIONARY PERIOD. Pursuant to Brainerd Police Civil Service Rules, all employees shall serve a probationary period of twelve (12) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law). This probationary period applies to original hires, rehires following separation/retirement, or those who fail to return to work after an unpaid leave of absence as approved by the Civil Service Commission. The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the employee and Union. At any time during the probationary period an employee may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement and such termination is not a proper subject for Article XV – Grievances - Arbitration.
- 23.4 All employees promoted from a bargaining unit classification to a higher job classification within the bargaining unit (excluding special assignments as designated by the Chief) shall serve a trial period of ninety (90) calendar days. At any time during the trial period, any promoted employee within or outside of the bargaining unit may be returned to the employee's previously held job classification in the bargaining unit without loss of seniority, at the discretion of the Employer or the Employee.
- 23.5 Employees shall, during the probationary period, accumulate paid leave as provided by Article VI - Vacations and Article XIV – Sick Leave and Other Leaves of Absences. Employees may take paid leaves of absence during the probationary period at the sole discretion of the Employer.

14. ARTICLE XXIV - DURATION

- 24.1 This AGREEMENT shall become effective January 1, 201~~7~~⁹ and shall continue in effect through December 31, 20~~18~~²¹, and from year to year thereafter unless notice of intention to change, modify or terminate is given by either party sixty (60) days prior to December 31st of the year in which the change, modification or termination is to take place.

Memorandum of Understanding

This Memorandum of Understanding (hereinafter, "MOU") is entered into between the City of Brainerd (hereinafter, "City") and Law Enforcement Labor Services, Inc., Local #65 (hereinafter, "Union"), on behalf of the Police Officers bargaining unit.

WHEREAS, the City and Union are parties to a 2019 – 2021 collective bargaining agreement (hereinafter, "CBA"), which in Article 12 stipulates premium contributions to health insurance; and

NOW, THEREFORE, BE IT RESOLVED THAT the parties hereto agree as follows:

1. **\$1,000 Deductible Health Plan:**
 - a. The City will contribute 80% towards the family monthly premium.
 - b. The City will contribute 95% towards the single monthly premium.
 - c. The employee will pay the remaining balance if applicable.
2. **Additional Employer HSA Contribution:**
 - a. The City will contribute to an employee's HSA Account if the city's family HDHP insurance coverage is elected as follows: 2019, 2020 & 2021: \$2,137.50
 - b. The City will contribute to an employee's HSA Account if the city's single HDHP insurance coverage is elected as follows: 2019, 2020 & 2021: \$1,710.00
 - c. This additional employer contribution amount is pro-rated based on a monthly contribution.
3. **Opt-Out Election:** The City will provide \$315 per month to employees opting out of health insurance.

IN WITNESS whereof the parties have hereunto set their hands the date and year affixed below.

FOR THE CITY OF BRAINERD

FOR LAW ENFORCEMENT LABOR
SERVICES LOCAL #65

Cassandra Torstenson, City Administrator

Andrew J. Masterman, Business Agent

Date:

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>
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>	

To: City Council
City Administrator Cassandra Torstenson
Mayor Ed Menk
From: Parks and Recreation Director Tony Sailer
RE: Recreation Coordinator promotion
Date: January 29, 2019

Recreation Specialist Katie Kaufman recently completed her fifth year of employment with the Brainerd Parks and Recreation Department.

As noted in the recently updated job descriptions, a Specialist is an entry level position which requires a minimum of three years of experience in the recreation programming field while a Coordinator requires five years of experience, which Katie now has.

When I was named the Director in 2010 my position as Recreation Specialist was not filled. Katie was hired Jan. 6, 2014 after the Recreation Coordinator retired. There are two of us doing what used to be handled by three employees.

Katie was hired as a Recreation Specialist due to her recently graduating from college and relative inexperience. During the past five years Katie has displayed considerable growth as a supervisor and has implemented many changes and improvements within the department. She has essentially been doing the Coordinator's duties since she was hired.

At its Jan. 22 meeting the Park Board approved my recommendation of Katie's promotion pending an internal posting as required, and upon approval of the City Council.

A wage market study was completed in 2018 and a new wage grid system was implemented by the City Council earlier this month for non-union supervisors and department heads. Should the City Council approve the promotion for Ms. Kaufman, her annual salary will increase. The impact of a Recreation Coordinator versus a Recreation Specialist for 2019 would be an additional estimated salary/benefit cost of \$3,441, according to the Finance Director.

Since the 2019 budget was already approved, staff expects to cover the additional cost by using more volunteers to assist in running the non-competitive programs, thus reducing paid seasonal workers. In addition, the Brainerd Lakes Area Baseball Association requires participants and their parents to volunteer during the summer and many of those may be able to volunteer as announcers, concession workers, etc., at the seven youth baseball tournaments which would also reduce expenditures.

Following is a breakdown of estimated savings in 2019:

5 rink closures to date (warming house attendant salaries)	\$650
Purchased 10 dozen fewer baseballs*	\$330
Volunteer concession workers for 14U tournament**	\$540

Volunteer concession workers for 5 other tournaments***	\$2,700
Volunteers for 3 non-competitive youth programs****	\$1,307
Total:	\$5,527

* Tournament teams will be required to provide one new baseball for each game they play in. In the past, the Parks Department provided all baseballs.

** For the 14 & Under tournament, the Brainerd Lakes Area Baseball Association will provide product and all concession workers at Mills Field for the tournament.

*** At the other five baseball tournaments, one volunteer worker will work with one seasonal employee at the Bane and Jaycees park concession stands.

**** For three of our evening non-competitive programs, we will have a lead seasonal employee such as our intern work with volunteer parents to run the programs.

305.07 Park and Recreation Board. Subdivision 1. Membership. The Park and Recreation Board consists of five members appointed by the Mayor and confirmed by the City Council. Members of the Board serve without compensation. The Board shall choose one of its members as chairman and one as recording secretary. In the event the volume of work handled by the Board so requires, a paid secretary may be employed by the Board.

Subd. 2 Meetings. The Board shall meet at the call of the Chairman or at the request of any two members. A regular meeting date may be established, if desired, by a majority of the Board Members.

Subd. 3 Duties. The Board shall establish the recreation policy and conduct the supervise recreation areas, facilities, services, and programs for all types of public recreation, and shall conduct activities and pay for the necessary supervision incidental thereto, on the grounds and properties owned, leased, or controlled by the City, or on other properties with the consent of the owners or authorities who control the property.

Subd. 4 Employees; Programs. The Board shall establish the qualification for employment and may employ and determine the compensation of a trained and qualified Director of Recreation, and such other assistants, supervisors, directors, play leaders, or other employees that may be necessary, in its judgment, for the efficient administration, conduct, and development of the public recreation program, within the monies provided for such purposes by the City. The Board shall coordinate services with other governmental programs, solicit and train volunteers, purchase supplies and equipment, develop and maintain facilities, procure or lease public or private properties, areas or facilities that may be required for programs, provided, however, that no property shall be procured by lease or otherwise for more than one year without the approval of the City Council. All expenditures shall be within the monies appropriated by the City for such purposes, together with donations, gifts, bequests of any money or any funds from earnings. All money received from donations, bequests, or earnings shall be deposited in a special account managed by the Board.

Subd. 5 Budget. The Board shall annually prior to September 1st, prepare a budget for recreation purposes for the ensuing fiscal year, subject to the approval of the City Council. The Board shall be financed by any annual appropriation from the City Council. Such funds shall be placed in an account known as the recreation fund. The Clerk-Treasurer shall account for the fund and custody of the cash shall be in the hands of the Clerk-Treasurer. The Board is authorized to receive gifts, bequests, and donation. Such funds shall, also, be deposited in the recreation fund. No disbursements shall be made from said account unless claim for services and commodities actually rendered or delivered has first been submitted to and approved for payment by the Board as authenticated by signature of the Chairman and Secretary of the Board.

Subd. 6 Annual Report. The Board shall, in the month of September of each year, prepare and present to the City Council an annual report of its activities and finances.

RESOLUTION

No. :19

WHEREAS, the Park Director and the Park Board have recommended the promotion of Katie Kaufman from Recreation Specialist to Recreation Coordinator.

BE IT RESOLVED by the Council of the City of Brainerd to hereby approve the promotion of Katie Kaufman from Recreation Specialist to Recreation Coordinator effective February 5, 2019;

BE IT FURTHER RESOLVED that the Recreation Coordinator's salary be based on the following:

- All Department Heads and non-union Supervisory employees, including the Recreation Coordinator position, are salaried positions.
- The annual salary for the Recreation Coordinator position shall be calculated based on the hourly rate identified in the below 8-step grid.
- The rate for 2019 includes a 1% COLA over the consultant's recommended range.
- The rate for years 2020 and 2021 include a 2% and 3% COLA respectively.

							<i>Merit</i>	
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>
Recreation Coordinator								
1/1/2019	29.05	30.50	31.96	33.40	34.86	36.31	37.76	39.22
1/1/2020	29.63	31.11	32.60	34.07	35.55	37.04	38.52	40.00
1/1/2021	30.52	32.05	33.57	35.09	36.62	38.15	39.68	41.20

BE IT FURTHER RESOLVED that Ms. Kaufman be initially placed on Step 1 for this promotion as it is the closest step to her current actual salary.

Adopted this ____ day of February, 2019.

GABE JOHNSON
President of the Council

Approved this ____ day of February, 2019.

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

To: City Council
Mayor Ed Menk
City Administrator Cassandra Torstenson
From: Parks and Recreation Director Tony Sailer
RE: CIP funds
Date: January 29, 2019

The City Council approved 2019 CIP funding of \$2,200 for a new lawn mower. Parks staff found an X750 John Deere mower that would be more versatile to fit the needs for the department. However, the X750 mower is listed at \$9,781.98. Actual trade-in value over the budgeted amount would lower the cost to \$3,881.98.

After trade-ins, the additional cost for a X750 would be \$1,681.98 over the budgeted amount of \$2,200.

Please see attached spreadsheet for a breakdown of CIP revenue vs. expenses on purchases already made in 2019. As you will see purchases to date are below the budget amount.

A John Deere E150 is listed at \$2,199, which would be purchased if the Council does not approve the purchase of the X750.

The John Deere X750 mower is commercial grade. The 3-cylinder diesel engine will provide better fuel economy and durability. It has a 4-year/700-hour bumper-to-bumper warranty. The E150 has a 2-year/120 hour warranty.

Attachments could be added in the future, making the X750 more versatile, including:

- A tiller to be used at Lum Park beach and on softball and baseball fields (agri-lime gets packed over the season making a hard surface which doesn't drain well and makes ground balls faster and results in bad hops). Staff currently rents a tiller.
- A snow blower to assist in clearing sidewalks, trails, etc.
- A front-end blade.

Staff also pulls a tank to spray for weeds along fence lines, trees, etc. and this saves countless hours of weed whipping. The X750 is designed to pull heavier loads, whereas the extra weight of the sprayer tank puts extra strain on a mower not designed to pull loads.

2019 Park's Capital Budget (Excluding Warming House & Playground Equipment):

	<u>Budget</u>	<u>Actual/Purposed</u>	<u>Difference</u>
Revenue - Sale of Assets/Trade In Value			
Mower (JD LT 180)	-	600.00	600.00
Mower (JD 1420)	500.00	5,800.00	5,300.00
Total Revenue	500.00	6,400.00	5,900.00
Purchases			
Trailer	4,000.00	3,546.00	454.00
Mower/Mulcher	2,200.00	9,781.98	(7,581.98) (1,681.98)
Mower/Mulcher	40,000.00	33,849.00	6,151.00
Scoreboards	15,000.00	16,335.00	(1,335.00)
Total Purchases	61,200.00	63,511.98	(2,311.98)
Net Cost	(60,700.00)	(57,111.98)	3,588.02



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

REQUEST FOR FINANCIAL AND PERMITTING SOFTWARE FOR THE CITY OF BRAINERD

February 5, 2019

SUMMARY

The City of Brainerd is requesting a *Letter of Qualifications* to provide municipal financial and permitting software. Proposals must be received no later than 4:30pm on February 22, 2019. Proposals received after the above date and time may not be considered.

Please submit questions and proposals to:

City of Brainerd
Attn: Shawn Strong, IT/GIS Coordinator
501 Laurel Street
Brainerd, MN 56401
Phone: 218-828-2307
E-mail: ssstrong@ci.brainerd.mn.us

Notwithstanding any other provisions of the Letter of Qualifications, the City reserves the right to reject any or all submitted documents, to waive any irregularity in the letter, and to accept or reject any item or a combination of items, when to do so would be to the advantage of the City or its taxpayers. It is further within the right of the City to reject submissions that do not contain all elements and information requested in this document. The City of Brainerd shall not be liable for any losses incurred by any responders throughout this process.

GENERAL INFORMATION

The City of Brainerd (pop 13,590) is the county seat of Crow Wing County in central Minnesota. The City employees 70 full-time employees, approximately 40 part-time employees, and an average of 100 seasonal temporary employees. The City's annual general fund budget is approximately \$10 million which includes working funds related to general, public safety, parks and recreation, and streets operations. Our Comprehensive Annual Financial Report for 2017 showed annual governmental revenue of \$17.7 million.

The city computer network consists of Windows servers virtualized on VMware hosts. The domain is managed by Active Directory, email provided with Exchange, intranet created with SharePoint. Document imaging is done with Laserfiche, current finance software is Tyler Incode, current permit software is PermitWorks. Most network hardware – firewall, routers, switches, etc – are Cisco products.

The City has about 10 users that spend a large amount of their day using the requested software - about 5 in Administration and 5 in Community Development. Various other staff throughout the City will need regular, although less frequent, access for functions like payroll and accounts payable.

SCOPE OF SERVICES

Municipal financial and permitting software package including the following features and functions:

1. Finance Functions

- General Ledger and Financial Reporting
- Budgeting and Purchasing
- Accounts Payable
- Accounts Receivable, Billing, and Cash Receipts
- Project Accounting and Grant Management
- Fixed Assets and Inventory
- Special Assessments
- Risk Management/Insurance
- Payment Card Processing
- Business Licenses – Liquor, Tobacco, Taxi, etc
- Parking Stall and Office Rental
- Animal Licenses
- Human Resources/Payroll
 - Payroll & Time Entry
 - Employee Benefits
 - Employment Applicant Tracking and Onboarding
 - Workforce Management
 - Training / Certifications / Continuing Education
 - Employee Performance Management

2. Community Development Functions

- Building Inspections
 - Permitting
 - Field Inspections
 - Inspection Scheduling
 - Contractor Licensing
- Code Compliance
- Rental Housing Registrations
- Planning/Zoning
 - Conditional Use Permits, Variances, Interim Use Permits
 - Administrative Permits (i.e. fences, signs, re-zoning, etc.)

3. Online – Self Help Functions

- Citizen
 - Permit Applications
 - Inspection Scheduling
 - Online Payments / WebStore
- Staff
 - Payroll Time Entry
 - Benefit Elections/Tracking

4. Software Integrations – The following software solutions are currently being utilized by the City of Brainerd. Any integration that is provided within the proposed software package should be outlined in your *Letter of Qualifications*.

Laserfiche – document imaging and archiving
GIS – ESRI ArcGIS (Desktop, Server, Online)
Bluebeam – plan review
NeoGOV – Insight (replace or integrate)
ActiveNet – Park & Rec registration and reservation

5. Data Conversion/Import – The following software is currently in use and contains data that should be incorporated with the new solution. Please provide general statements in the *Letter of Qualifications* related to conversion and related costs for importing historical data into the new software.

Tyler Incode
PermitWorks
Microsoft Access databases and Excel spreadsheets – Parking (space rental), Rental Licensing and Inspections, Animal Licenses, and Special Assessment Tracking

ESTIMATED TIMELINE

Submissions due February 22 -- demonstrations presented first half of March -- review of submissions and references second half of March -- recommendation to City Council April 1. Implementation, training, testing, etc through end of 2019 – ‘go live’ date January 1, 2020.

PROPOSAL EVALUATION

Proposals will be evaluated by the City in order to ascertain which vendor best meets the needs of the City. Evaluation considerations will include, but not be necessarily limited to, the following:

1. Vendor’s Experience and Qualifications - Particular emphasis will be given to Minnesota local government finance and permitting software implementations.
2. Presentations – Qualified vendors will be selected and scheduled to provide a presentation not to exceed 4-hours to demonstrate the capabilities of the software as identified within the Letter of Qualifications. This presentation may be either in person or via webinar.
3. References – References from Minnesota cities of similar size in which the financial package has recently been implemented successfully.
4. Responsiveness of the Proposal - Clearly stating an understanding of the nature of the work to be performed.
5. Depth, makeup, and availability of the proposed support team including experience and knowledge of team members.
6. Cost will not be the primary factor in the selection of a software package. The City reserves the right to further negotiate on price.

INFORMATION REQUESTED FROM PROPOSERS

In order to achieve a uniform review of all qualifications and to thus obtain the maximum degree of comparability, it is required that the *Letter of Qualifications* be organized in the manner specified below.

- I. Title Page – Clearly indicate the subject of the letter, the name of the vendor, the vendor's address, the vendor's telephone number, the name of the contact person from the vendor, and the date of the proposal.
- II. Table of Contents – Include a clear identification of the material by section and by page number.
- III. Letter Transmittal – This section should be limited to two pages. Vendors may use this section to present any information that they consider essential to their proposal. Give the names of persons who are authorized to make representations for the vendor, along with their titles, addresses, and telephone numbers.
- IV. Qualifications of the Proposer – Provide the following data concerning the vendors qualifications to implement an effective and efficient software deployment:
 - A. Describe and list similar local government implementations in Minnesota.
 - B. Client retention history and longevity of software within client base.
 - C. Formally defined statement of vendor's goals.
 - D. Provide a description of your company's quality control procedures.
- V. Vendor's Service – Provide information for the proposing vendor's desire and ability to implement a finance and permitting software solution. Completing the process with minimum disruption, ability to complete the implementation on a timely basis, and ability to provide the City with specific recommendations to improve operations, systems, and procedures.
- VI. Compensation – Provide all applicable costs for providing the entire proposed solution. Including but not limited to the required hardware and software costs, licensing, travel, training, on-going maintenance and support, etc. Complete and submit included 'Vendor Self-Assessment Worksheet'.

Description of worksheet columns

- First column is to signify that a feature or function is available (Y/N or checkmark/ 'x', etc)
- Product/Solution – denote whether part of core product, add-on or extra module, or integration with another software solution.
- Licensing – denote whether universal/unlimited, named user, concurrent (pooled), etc
- Cost – cost per module or per license

Financial Features and Functions

	Function	Product / Solution	Licensing	Cost
	General Ledger and Fin Reporting			
	Budgeting and Purchasing			
	Accounts Payable			
	Accounts Rec, Billing, Receipts			
	Project Acct and Grant Mgmt			
	Fixed Assets and Inventory			
	Special Assessments			
	Risk Management/Insurance			
	Payment Card Processing			
	Business Licenses			
	Animal Licenses			
	Payroll including Time Entry			
	Benefit – Enrollment and Tracking			
	Applicant Tracking and Onboarding			
	Workforce Management			

Community Development Functions

	Function	Product / Solution	Licensing	Cost
	Building Permits			
	Building Inspections			
	Inspection Scheduling			
	Code Compliance			
	Rental Registrations / Licensing			
	Planning & Zoning - Permits, etc			

Online (Self Help) Functions

	Function	Product / Solution	Licensing	Cost
	Permit App and Inspection Schedule			
	Online Payments / Webstore			
	Staff Payroll Time Entry			
	Staff Benefit Election / Tracking			



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>	

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

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

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

Request Date	May 24, 2018	Uncommitted State Funded MIF RLF Cash Balance as of Request Date	\$216,965.57
Local Government (City, county or town)	City of Brainerd	20% to be returned to the State General Fund	\$43,393.11
Address	501 Laurel Street Brainerd, MN 56401	80% to be utilized as general purpose aid.	\$173,572.46
Contact Phone & Email	218-828-2307; chillman@ci.brainerd.mn.us	Will there be a residual RLF balance (from outstanding loans) for future reporting?	Yes

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

Required Documentation

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

Submittal Instructions

This form and the required bank account verification document(s) must be emailed to DEED.Loan@state.mn.us with "Revolving Loan Fund" on the subject line. If you have questions while completing the form please contact Lisa Dargis, DEED Loan Officer, Office of Business

Finance at 651-259-7446 or lisa.dargis@state.mn.us or visit the Frequently Asked Questions tab located at <https://mn.gov/deed/business/financing-business/deed-programs/mif/mif-exception/>.

Certification

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

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

Certified by:

Cassandra Torstenson, City Administrator

Local Government Authorized Official Printed Name & Title

Cassandra Torstenson
Local Government Authorized Official Signature

5/24/18
Date

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

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

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

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

Request approved by:

DEED Loan Officer

Date



Account 210 10100

Fiscal Year 2018 Current

Account Name CASH

General Balance Budget Budget Adjustments History Detail

☒ Grid ☐ Graph


Period	Activity	Balance	Encumbrance	Prior Year Encumbrance	Encumbrance Total
Prior Year		159,585.59		0.00	
January	56,172.83	215,758.82	0.00	0.00	0.00
February	0.00	215,758.82	0.00	0.00	0.00
March	1,206.75	216,965.57	0.00	0.00	0.00
April	0.00	216,965.57	0.00	0.00	0.00
May	0.00	216,965.57	0.00	0.00	0.00
June	0.00	216,965.57	0.00	0.00	0.00
July	0.00	216,965.57	0.00	0.00	0.00
August	0.00	216,965.57	0.00	0.00	0.00
September	0.00	216,965.57	0.00	0.00	0.00
October	0.00	216,965.57	0.00	0.00	0.00
November	0.00	216,965.57	0.00	0.00	0.00
December	0.00	216,965.57	0.00	0.00	0.00
Adjusting	0.00	216,965.57	0.00	0.00	0.00
Over 1 Jan	0.00	216,965.57	0.00	0.00	0.00
Over 2 Feb	0.00	216,965.57	0.00	0.00	0.00
Over 3 Mar	0.00	216,965.57	0.00	0.00	0.00
Projected		0.00			

☐ Edit This Record

Clear

View

chillman

May 31, 2018

The Honorable Edwin L. Menk
Office of the Mayor
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Mayor Menk:

Thank you for submitting the Minnesota Investment Fund RLF One-Time Exception Form along with the required documentation. We have reviewed your information, compared it to DEED program information, and have concluded that Brainerd is eligible for the one-time exception to transfer funds from your revolving loan fund to another expenditure account. To use 80% of this balance for any lawful governmental expenditure, you must submit 20% of the balance according to the DEED Payment Submittal Instructions attached here before June 30, 2018.

For: City of Brainerd

20% should be returned to the state: \$43,393.11 80% transferred to other expenditure accounts: \$173,572.46

Once the funds have been transferred, you must submit a report by February 15, 2019 that details the accounting and explanation of the use and distribution of the funds to the chairs of the legislative committees with jurisdiction over economic development policy and finance. Please send a report to each of the following legislators:

The Honorable Sen. Jeremy R. Miller
Chair, Jobs and Economic Growth Finance and
Policy
Minnesota Senate Bldg., Room 3107
95 University Avenue W.
Saint Paul, Minnesota 55155

The Honorable Rep. Pat Garofalo
Chair, Job Growth and Energy Affordability
Policy and Finance
485 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, Minnesota 55155

Please be aware that any loan repayments that are received after this transfer takes place will be subject to existing Minnesota Investment Fund statutes and guidelines and cannot be transferred. If a balance is maintained, an annual report must be submitted every October to the department. Please contact Lisa Dargis at Lisa.Dargis@state.mn.us or 651-259-7446 if you have any questions about this reporting requirement.

Thank you for your partnership in making Minnesota a great place for business investment and job growth.

Regards,


Shawntera Hardy
Commissioner

CC: Senator Jeremy R. Miller
Representative Pat Garofalo

DEED PAYMENT SUBMITTAL INSTRUCTIONS

For Payment by Check:

Make checks payable to: MN Dept of Employment & Economic Development

and mail to: MN Dept of Employment & Economic Development
ATTN: Tim Spohn
1st National Bank Building
332 Minnesota Street, Suite E200
Saint Paul, MN 55101-1351

- Please note "One-Time Exception" on your check to ensure the payment is credited correctly.
- Please allow for mailing time to be certain that DEED receives the check by the due date.
- Do not combine any other payments to the State with your check.

Wire-Transfer / ACH instructions:

Payee: MN Dept of Employment & Economic Development

Bank: U.S. Bank
101 5th St E # 2
Saint Paul, MN 55101

ABA #: 091000017

Account #: 12701 07000

Account Name: State of MN DEED

- ACH / Wire-transfer notes: Please email DEED.Loan@state.mn.us with your payment information. Please include your organization name, One-Time Exception payment amount, and EFT date.
- Please do not make any other State payments to this account.

Please contact Lisa Dargis at lisa.dargis@state.mn.us or 651-259-7446 with any questions about submitting your payment.

Connie Hillman

From: Dargis, Lisa (DEED) <lisa.dargis@state.mn.us>
Sent: Tuesday, June 5, 2018 12:41 PM
To: Connie Hillman
Subject: {external} RE: Revolving Loan Fund
Attachments: Brainerd.pdf

Hi Connie,

Attached is your approval for the MIF One-Time Exception. The original will be mailed to your local official. There are also instructions included for submittal of 20% of the balance to the State's general fund. Please note that the funds must be submitted prior to June 30th.

Please let me know if you have any questions. Thanks!

Lisa Dargis | Senior Loan Officer
Minnesota Department of Employment and Economic Development
1st National Bank Building, 332 Minnesota St., Suite E200, St. Paul MN 55101
Direct: 651-259-7446
[Web](#) | [Twitter](#) | [Facebook](#)



From: Connie Hillman [mailto:chillman@ci.brainerd.mn.us]
Sent: Thursday, May 24, 2018 2:39 PM
To: DEED Loan <DEED.Loan@state.mn.us>
Cc: Dargis, Lisa (DEED) <lisa.dargis@state.mn.us>
Subject: Revolving Loan Fund

Please see the attached application for the City of Brainerd for the MIF RLF Request for One-Time Exception.

Please let us know if you need anything else.

Connie

Connie Hillman, CPA
Finance Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401
Telephone: 218-828-2307
Fax: 218-828-2316

E-mail: chillman@ci.brainerd.mn.us

Email correspondence to and from the City of Brainerd government offices is subject to the Minnesota Government Data Practices Act and may be disclosed to third parties.

RESOLUTION NO. 28:18

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

One-Time Exception for Use of State Funded Minnesota Investment Funds (MIF) Dollars - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO UTILIZE THE ONE-TIME EXCEPTION OF STATE MIF CASH BALANCE OF \$216,966 TO SUBMIT 20% TO THE STATE AND RETAINING 80% TO BE USED ON LOCAL ECONOMIC DEVELOPMENT INITIATIVES IN THE CITY OF BRAINERD.

Resolution for Dedication of Funds For Bonding Bill and/or Other State Funding – Adopted by Resolution No. 29:18

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK TO COMMIT \$100,000 FROM 80% OF THE ONE-TIME STATE MIF FUNDS TO MATCH ANY BONDING OR GRANTS THAT MAY BE RECEIVED FROM THE STATE.

Council Member Hilgart stated this will give the City the opportunity to be responsive with a match to the LCCMR bonding bill or any other funding option. If the bonding is not issued, the City retains the funds for future uses.

Committee Chair Johnson indicated the council discussed match funding for bonding and other state funding last year but did not pass due to lacking a source of funds. The MIF Funding action previously passed gives the City a potential source to use to match the grant.

Mayor Menk asked City Administrator Torstenson if a higher dollar amount would give the City a better chance of receiving a bonding bill or if the \$100,000 is adequate.

City Administrator Torstenson explained that this amount is sufficient and will show the City has serious commitment to the project.

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK TO AMEND THE MOTION BY ADDING A CHANGE TO THE RESOLUTION FOR THE LCCMR GRANT AMOUNT FROM \$1.5 MILLION TO \$2.675 MILLION.

RESOLUTION NO. 29:18

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

Close~Converse Contract Extension - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO AUTHORIZE THE CONTRACT EXTENSION FOR CLOSE~CONVERSE THROUGH DECEMBER 31, 2018.

May 7, 2018

Council Committee Reports

Personnel and Finance Committee Report

Approval of Bills - Approved

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

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

Police Officer Conditional Job Offer – Approved

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

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

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

Safety and Public Works Committee Report

Brainerd Riverfront Plaza Land Survey and Title Research Proposals - Approved

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

Event/Street Closure Application – Memorial Day Parade - Approved

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

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

Brainerd, MN
September 10, 2018

Pursuant to due call and notice thereof, the Budget Workshop of the Brainerd City Council was called to order at 6:00 P.M. by Council President Pritschet.

Upon roll call, the following members were noted present: Lambert, Stunek, Bevans, Badeaux, Johnson, Hilgart, Pritschet, and Mayor Menk. Also present were City Administrator Cassandra Torstenson, Finance Director Connie Hillman, City Engineer Paul Sandy, Fire Chief Tim Holmes, and Park Director Tony Sailer.

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

2019 Budget and Levy Discussion

Finance Director Hillman stated again that the discussion of the workshop focuses on the Working Funds (General, Public Safety, Parks, & Streets), the funds the City needs to levy for operations. The preliminary levy needs to be certified to the County by September 28, 2018, the final levy that needs to be certified by the end of the year, can be lower, but not higher than the preliminary levy.

Finance Director Hillman shared the changes in revenues from the current 2019 budget to the 2018 adopted budget and the changes to expenditures, highlighting the proposed changes to staffing based on direction from Council President Pritschet and Personnel and Finance Chair Johnson, and information that was received since the last workshop, such as the health insurance renewal rates.

Staff shared that with the net changes in non-tax operating revenues, operating expenditures, and transfers, the City would need to increase revenues and/or cut expenditures by \$327,505. This is before considering debt and capital needs of the City.

Finance Director Hillman presented the impact of the other levies and requests by other entities, resulting in the City needing \$27,270 of additional revenue and/or cut in expenditures over the 2018 budget, again before considering debt and capital needs of the City.

The Council discussed the \$73,333 request from the Riverfront Committee, \$40,000 to support the trail feasibility study and \$33,333 to hire a part-time (or consultant) Riverfront Coordinator. Alderman Johnson suggested that the \$40,000 could come from the MIF funds. These funds were generated by taking advantage of the state's one-time exception use of MIF dollars for non-economic development purposes. Alderman Hilgart suggested looking at the position after the Community Developer Director was on board. Additional Council discussion was held, and the issue will be brought up at a later date.

The calculation of the proposed 2019 debt levy was shared with council, including a possible new debt issue for a ladder truck for the fire department. Finance Director Hillman shared that the 2019 debt levy can be reduced from the 2018 levy by \$336,036.

Staff then discussed the capital needs of the City by breaking it down between equipment and facilities. Finance Director Hillman shared that with an estimated balance of \$1.6 million at December 31, 2018, and a \$500,000 annual levy, the City should be able to fund the equipment

Connie Hillman

From: Dargis, Lisa (DEED) <lisa.dargis@state.mn.us>
Sent: Wednesday, January 16, 2019 2:30 PM
To: Dargis, Lisa (DEED)
Cc: Isaacson, Bob (DEED)
Subject: {external} FW: MIF One-Time Exception Reporting
Attachments: One-Time Exception Reporting Letter.pdf

Good afternoon,

I received a recurring question from multiple recipients of my original email, so I decided to respond to the larger group in case there are others with the same question. Several people have asked if they need to re-report if they already submitted their report to the previous committee chairs. While that is certainly a matter left to your discretion, I would offer that re-sending your report to the new committee chairs may not be a bad idea. They will undoubtedly spend time during their terms looking at ways to use program funds and what program options are most effective for our recipients. It might be a good opportunity to let them know if you felt the MIF One-Time Exception was a successful option for your organization, and if so, why it was helpful.

Also, for clarification, DEED does not need a copy of the report and there is not a form to submit. Thanks!

Please let me know if you have any additional questions.

Lisa Dargis | Senior Loan Officer
Minnesota Department of Employment and Economic Development
1st National Bank Building, 332 Minnesota St., Suite E200, St. Paul MN 55101
Direct: 651-259-7446
[Web](#) | [Twitter](#) | [Facebook](#)



From: Dargis, Lisa (DEED)
Sent: Thursday, January 10, 2019 1:46 PM
To: Dargis, Lisa (DEED) <lisa.dargis@state.mn.us>
Cc: Isaacson, Bob (DEED) <bob.isaacson@state.mn.us>
Subject: MIF One-Time Exception Reporting

Good afternoon,

Your local unit of government participated in the Minnesota Investment Fund Revolving Loan Fund One-Time Exception (OTE). As you know, each local government that took part in this opportunity is responsible for submitting a report to the chairs of the legislative committees with jurisdiction over economic development policy and finance by February 15, 2019. The chairs for the committees have changed following the most recent election. The attached letter provides updated contact information for the relevant chairs.

Due to the diverse approaches to reuse of the funds, there is no standard format or form required for this reporting. Each participant should develop a format to submit an accounting and explanation of the use and distribution of the funds that is appropriate for their specific situation. The report can then be submitted directly to the committee chairs.

If you have any questions regarding the reporting requirement, please do not hesitate to contact me.

Have a great day!

Lisa Dargis | Senior Loan Officer

Minnesota Department of Employment and Economic Development

1st National Bank Building, 332 Minnesota St., Suite E200, St. Paul MN 55101

Direct: 651-259-7446

[Web](#) | [Twitter](#) | [Facebook](#)



January 7, 2019

Dear One-Time MIF Exception Participant:

Thank you for participating in the one-time exception for the use of repayment balances from the state-funded Minnesota Investment Fund program as authorized by Laws of Minnesota 2017, chapter 94, article 6, section 24. Your local government was among the 49 participating localities that submitted \$1.6 million to DEED which released \$6.5 million in RLF funds for other local purposes.

Each of the 49 participating local governments **must submit an accounting and explanation of the use and distribution of the funds to the chairs of the legislative committees with jurisdiction over economic development policy and finance by February 15, 2019.** Due to the recent changes in the legislature, committee chairs have changed and these reports should be sent to:

Sen. Eric R. Pratt
Jobs and Economic Growth Finance and Policy
3219 Minnesota Senate Bldg.
St. Paul, MN 55155

Rep. Tim Mahoney
Chair, Jobs and Economic Development Finance
365 State Office Building
St. Paul, MN 55155

Rep. Gene Pelowski Jr.
Chair, Greater Minnesota Jobs and Economic Development Finance
491 State Office Building
St. Paul, MN 55155

Because each locality has unique approaches to using the funds, your report should be locally developed to ensure maximum flexibility in communicating your results. If you have any questions about this reporting requirement, please contact Lisa Dargis at 651-259-7446 or Lisa.Dargis@state.mn.us.

Regards,



Bob Isaacson
Executive Director, Office of Business Finance

Cc:	Senator Eric R. Pratt	Senator Bobby Joe Champion
	Representative Tim Mahoney	Representative Paul Anderson
	Representative Gene Pelowski Jr.	Representative Bob Gunther

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

February 5, 2019

Senator Eric R. Pratt
Jobs and Economic Growth Finance and Policy
3219 Minnesota Senate Building
St. Paul, MN 55155

Dear Sen. Pratt:

The City of Brainerd was one of the 49 units of local government that participated in the one-time exception for the use of repayment balances from the state-funded Minnesota Investment Fund program.

The City remains committed to reserving the use of the funds for projects specific for local economic development initiatives in the City of Brainerd. Therefore, City transferred \$173,572.46 to a new fund to be used on local economic development initiatives in the City.

The City has spent \$2,250 for a title search on a potential site of the future Riverfront plaza in 2018 and has designated \$40,000 to be used for a Riverfront trail feasibility study in 2019. The Council also committed \$100,000 for matching funds for the LCCMR bonding bill or other funding requests for the Riverfront in 2018, however, the City was not successful in securing LCCMR bonding or other funding request for the project.

The City appreciates the opportunity to use the repayment balance of the state-funded Minnesota Investment Fund program to continue to further our revitalization and economic goals.

Sincerely,

CITY OF BRAINERD

Edwin L. Menk
Mayor

clh

Distribution:

Sen. Eric R. Pratt
Rep. Tim Mahoney
Rep. Gene Pelowski Jr.

Senator Eric R. Pratt
Jobs and Economic Growth Finance and Policy
3219 Minnesota Senate Building
St. Paul, MN 55155

Representative Tim Mahoney
Chair, Jobs and Economic Development Finance
365 State Office Building
St. Paul, MN 55155

Representative Gene Pelowski Jr.
Chair, Greater Minnesota Jobs and Economic Development Finance
491 State Office Building
St. Paul, MN 55155



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

**CITY OF BRAINERD, MINNESOTA
RESOLUTION NO. XX:19**

**RESOLUTION DECERTIFYING TAX INCREMENT FINANCING
DISTRICT NO 4-3**

Pursuant to a resolution adopted on November 5, 1990, the City of Brainerd, Minnesota (the "City") has heretofore created Tax Increment Financing District No. 4-3 (the "TIF District") within its Development District No. 4 (the "Development District"), and has approved a Tax Increment Financing Plan (the "TIF Plan") for the TIF District; and

WHEREAS, pursuant to the TIF Plan, the City entered into a Contract for Private Redevelopment (the "Contract") with ASI – Brainerd, Inc. (the "Developer"), pursuant to which the Developer redeveloped certain properties within the TIF District, and pursuant to the Contract, the City issued its Limited Revenue Tax Increment Note, Series 1993 (the "Note") to the Developer to pay certain public development costs of the Development District; and

WHEREAS, the City has determined that as of the date hereof, the Note has been paid in full and there are no additional obligations payable from tax increment derived from the TIF District, and that therefore, the TIF District must be decertified as required under Minnesota Statutes, Section 469.1763, subd. 4(b).

NOW, THEREFORE, BE IT RESOLVED by the City of Brainerd, Minnesota that:

- (1) Tax Increment Financing District No. 4-3 is hereby decertified as of February 4, 2019, the date of approval of this Resolution.
- (2) City staff is authorized and directed to transmit a copy of this Resolution to the County Auditor of Crow Wing County with instructions to decertify the TIF District, it being the intent of the City that any tax increment derived from the TIF District and collected after the date hereof should be redistributed by the County Auditor to the taxing jurisdictions within the TIF District.
- (3) City staff is directed to return any remaining tax increment in the accounts established for the TIF District to the County Auditor for distribution to the taxing jurisdictions within the TIF District.

Adopted this ____ day of February, 2019

GABE JOHNSON
Council President

Approved this ____ day of February, 2019

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to psstech@lmc.org

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- ◻ *If the member does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- ◻ *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- ◻ *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name

Check one:

☐

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.

☐

The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting _____

Signature _____

Position City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

CROW WING COUNTY

HISTORICAL SOCIETY
MUSEUM & LIBRARY - EST. 1927

history@crowwing.us
www.crowwinghistory.org

Mailing Address:
P.O. Box 722
Brainerd, MN 56401

Street Address:
320 Laurel Street
Brainerd, MN 56401

Phone: (218) 829-3268
Fax: (218) 828-4434

January 22, 2019

Cassandra Torstenson, Finance Director
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

The Crow Wing County Historical Society and Museum is making its annual request for donations from the townships and cities within the County. We are the premier institution committed to collecting, preserving, and displaying artifacts and information relating to the history of Crow Wing County. The financial support we receive from you is essential to helping us carry out our mission. We understand that funding is difficult for everyone, but we appreciate any amount we receive.

This year's donations will be designated for the addition and improvement of interactive, family-friendly displays. History has been proven to be the foundation for strong, vibrant communities and engaged citizens. Sharing local history with young people is important for the future of our community.

The Crow Wing County Historical Society is a 501(c)(3) non-profit organization. Our devoted volunteers and a part-time staff work to improve our collections and exhibits, as well as provide a wealth of materials and knowledge in our research library. Please take the time to visit us in person or via our website at www.crowwinghistory.org.

Thank you in advance for your consideration.

Respectfully yours,


Don Samuelson
President, Board of Directors


Hillary Swanson
Executive Director

RECEIVED

JAN 25 2019

CITY OF BRAINERD
ADMINISTRATION



Listed on the
National Register
of Historic Places



REBECCA OTTO
STATE AUDITOR

STATE OF MINNESOTA OFFICE OF THE STATE AUDITOR

SUITE 500
525 PARK STREET
SAINT PAUL, MN 55103-2139

(651) 296-2551 (Voice)
(651) 296-4755 (Fax)
state.auditor@osa.state.mn.us (E-mail)
1-800-627-3529 (Relay Service)

Statement of Position Public Expenditures: Donations and Dues

Public entities are often asked to give funds to support various groups and activities. While the causes may be worthwhile, public entities need to be cautious when making any financial commitments involving public funds.

In most circumstances, public entities have no authority to give away public funds as donations. Generally, in order to spend money, a public entity must have authority to do so. Authority for an expenditure may be specifically stated in a statute or charter, or it may be implied as necessary to do what an express power authorizes. In addition, the expenditure must be for a "public purpose."

Gifts/Donations to Private Individuals/Organizations

Following these general principles, donations to people, non-profits, charities, or other groups are not permitted unless they are based upon specific statutory or charter authority. For example, the Minnesota Attorney General's Office has issued opinions finding that cities have no authority to donate city funds to organizations such as the Red Cross or the Boy Scouts.¹ The assumption is that a gift of public funds to an individual or private entity serves a private rather than a public purpose.

Before a public entity makes a contribution, it is important for that entity to determine that it has specific authorization to make the expenditure. Here are some examples of specific, statutorily authorized appropriations:

- **Artistic Organizations.** A county, city or town may appropriate money to support artistic organizations.²
- **Historical Causes.** A town or city may appropriate annually a specified amount to a county historical society so long as the society is affiliated with, and approved by, the Minnesota Historical Society.³ Cities have express authority to commemorate important and outstanding events in city history, and to appropriate money to collect, preserve and distribute its history data for future generations.⁴ The Attorney General's Office recognizes that a city can advance money to a

¹ See, for example, Op. Att'y Gen. 59-A-3 (May 21, 1948).

² Minn. Stat. § 471.941.

³ Minn. Stat. § 138.053.

⁴ Minn. Stat. § 471.93.

Reviewed: December 2014
Revised: April 2014

2007-1017

nonprofit to sponsor a centennial celebration.⁵

- **Prevention of Cruelty to Animals.** A county may appropriate money for maintenance and support of the local society for the prevention of cruelty to animals.⁶
- **Food Shelves.** Cities and counties may donate funds in the form of grants to food shelves providing food to the needy without charge.⁷
- **Senior/Youth Centers.** A county, city or town may appropriate money to support the facilities, programs, and services of a public or private, not-for-profit senior citizen center or youth center.⁸
- **Public Recreation Programs.** Counties, cities, towns and school districts may spend funds to operate programs of public recreation, recreational facilities, and playgrounds.⁹ These programs may be conducted independently or with any nonprofit organization.
- **Promotion.** A city or urban town may appropriate up to \$50,000 annually to an incorporated development society or organization of this State, for promoting, advertising, improving, or developing the economic and agricultural resources of the city or urban town.¹⁰ A city may appropriate money to advertise the city and its resources and advantages.¹¹ Similarly, a county may appropriate funds to a similar entity for promoting, advertising, improving or developing the economic and agricultural resources of the county.¹² The county statute does not contain an annual spending limit.
- **Employee Recognition.** Towns may spend funds to recognize volunteers, service efforts, and retiring town officers.¹³ Counties and cities may spend funds for preventive health and employee recognition services.¹⁴
- **Community Celebrations.** Towns may spend funds to host or support a community celebration.¹⁵ Cities or towns may spend funds on Memorial Day observances,¹⁶ and may appropriate money for county or district fairs,¹⁷ centennial and historical celebrations.¹⁸ Statutory cities may spend funds to provide free musical entertainment.¹⁹ The authority to purchase fireworks seems to be implied.²⁰

⁵ See Op. Att’y Gen. 59a-3 (Jan. 18, 1968) (citing Minn. Stat. § 471.93).

⁶ Minn. Stat. § 343.11.

⁷ Minn. Stat. § 465.039.

⁸ Minn. Stat. § 471.935.

⁹ See generally, Minn. Stat. §§ 471.15 to .1911. Minn. Stat. Minn. Stat. § 469.189., and 471.16, subd. 1.

¹⁰ Minn. Stat. § 469.191. In addition, Economic Development Authorities (EDAs) have authority to conduct activities advancing the city and its economic development, and to carry out other public relations activities to promote the city and its economic development. See generally, Minn. Stat. §§ 469.090-.1081 and Minn. Stat. § 469.1082 (county EDAs).

¹¹ Minn. Stat. § 375.83.

¹² Minn. Stat. § 469.189.

¹³ Minn. Stat. § 365.10, subd. 12 (but electors must approve).

¹⁴ Minn. Stat. § 15.46.

¹⁵ Minn. Stat. § 365.10, subd. 12 (but electors must approve).

¹⁶ Minn. Stat. § 465.50.

¹⁷ Minn. Stat. § 38.12.

¹⁸ Minn. Stat. § 471.93.

¹⁹ Minn. Stat. § 412.221, subd. 15.

²⁰ Minn. Stat. § 624.22, subd. 1(a) (2) (A municipality may stage a fireworks display after obtaining a permit).

As an alternative to a donation, a public entity may enter into a contract with an organization to accomplish tasks that the entity is authorized to perform by statute or charter. For example, a city could not give money to the Boy Scouts for a recycling program, but the city could enter a contract with the Boy Scouts to do part of its recycling program. The amount of money paid to the Boy Scouts must be related to the value of the services they provide to the city.

Memberships and Dues

There is no general authorization for cities to join “private” organizations; but there may be specific statutory or charter authority to join specific organizations. For example, cities and urban towns in Minnesota may pay dues to become members of the League of Minnesota Cities.²¹

Similarly, cities, counties, and towns may appropriate money for membership in county, regional, state, and national associations of a civic, educational, or governmental nature. These associations must have as their purpose the betterment and improvement of municipal governmental operations.²² This authorization also allows public entities to participate in the meetings and activities of these associations.

A school board may authorize and pay for the membership of the school district or of any district representative designated by the board in those local economic development associations or other community or civic organizations that the board deems appropriate.²³

The Attorney General’s Office has determined that local units of government may *not* pay dues to a local chamber of commerce²⁴. However, because cities and urban towns may appropriate up to \$50,000 to an incorporated development society or organization for promotional activities, a city or urban town could contribute to a local chamber of commerce for one of the purposes authorized by statute, such as promoting the city or urban town.²⁵ Counties have similar authority but do not have the \$50,000 monetary cap.²⁶ The use of public funds would be limited to statutorily authorized activities. As a result, the OSA recommends that counties, cities, and urban towns create and maintain documentation that shows the funds have been given for specific statutory purposes.²⁷

²¹ Minn. Stat. § 465.58.

²² Minn. Stat. § 471.96.

²³ Minn. Stat. § 123B.02, subd. 24.

²⁴ See Attorney General Letter dated June 27, 1997 (attached).

²⁵ Minn. Stat. § 469.191. An EDA has broader authority to join an official, industrial, commercial or trade association, or other organization concerned with one of the EDA’s authorized purposes.

²⁶ Minn. Stat. § 375.83.

²⁷ Documentation includes, but is not limited, to minutes, resolutions and contracts.



STATE OF MINNESOTA

OFFICE OF THE ATTORNEY GENERAL

RUBERT H. HUMPHREY III
ATTORNEY GENERAL

June 27, 1997

GOVERNMENT SERVICES SECTION
525 PARK STREET
SUITE 300
ST. PAUL, MN 55103-2106
TELEPHONE: (612) 297-2040

Hans B. Borstad
Staples City Attorney
208 North Fourth Street
Staples, MN 56479

Re: Staples Chamber of Commerce Membership

Dear Mr. Borstad:

I am in receipt of your letter asking whether the City of Staples is authorized to pay membership dues to the Staples Chamber of Commerce. After reviewing prior opinions of the Attorney General on this issue as well as the relevant Minnesota statutes, it is my opinion that, while the City of Staples would be authorized by statute to appropriate up to \$50,000 annually to the Staples Chamber of Commerce in certain circumstances, the City would not be permitted to contribute this money in the form of membership dues absent specific authority to do so in the City Charter.

It is well settled in this state that a municipal corporation has only such powers as are expressly conferred upon it by statute or its charter, or necessarily implied therefrom. It has no inherent power. Borgelt v. City of Minneapolis, 271 Minn. 249, 135 N.W.2d 438 (1965); see generally 13A Dunnell, Minn. Digest 2d Municipal Corporations § 3.01a (3rd Ed. 1981). This longstanding principle was relied upon by our office in Op. Atty. Gen. 63-b-1, May 11, 1944, which concluded that the City of New Ulm, a home rule charter city, was without authority, under state law or local charter provision, to subscribe and pay for one or more memberships in a civic and commerce association which was a reorganization of a businessmen's association. Similarly, in Op. Atty. Gen. 218r, February 24, 1949 (1950 Attorney General Report No. 103), we concluded that the Village of Buffalo (now a statutory city) could not join or pay dues to a local chamber of commerce since no such power was conferred upon it by statute. In connection with this issue, your letter refers to three statutes as potential sources of authorization to take the action you describe.

Minn. Stat. § 469.189 (1944), authorizes the governing body of certain cities to appropriate money to advertise the municipality, its resources and advantages. This Office has taken the position that there is a distinction between statutory authorization to appropriate and use money for a purpose, and authorization to contribute money to a body generally committed to advancing a purpose. See, e.g., Op. Atty. Gen. 59a3, January 15, 1959, wherein we determined that statutory authority for a city to "appropriate money" for purposes of historical preservation and observances permitted the city to contract with the county historical society for specific services, but not to donate funds to the society to expend in its own discretion. For the

same reasons, we conclude that section 469.189 (1996) does not authorize the city to donate funds or purchase a "membership" in the local chamber of commerce.

Minn. Stat. § 469.191 (1996) provides:

A home rule or statutory city or town described in section 368.01, subdivision 1 or 1a, may appropriate not more than \$50,000 annually out of the general revenue fund of the jurisdiction to be paid to any incorporated development society or organization of this state for promoting, advertising, improving, or developing the economic and agricultural resources of the city or town.

It is our understanding that this section was first enacted in 1989 primarily to allow small rural towns to participate in an organization called the Minnesota Initiative Fund, an organization which received grants from the McKnight Foundation matching certain contributions from towns and cities. However, contemporaneous legislative history indicates an understanding by the legislature that this law would also allow a city or town to contribute up to \$50,000 annually to a local chamber of commerce. This seems to be a reasonable interpretation of the language of Minn. Stat. § 469.191, and it is my opinion that this provision would authorize the City of Staples to contribute up to \$50,000 annually to the Staples Chamber of Commerce.

Authority to contribute does not necessarily permit membership, however. In general, it has been our view that authority of local units of government are not authorized to form or join "private" organizations absent specific statutory authority. *See, e.g.,* Op. Atty. Gen. 92a-30, January 29, 1986; 733, July 29, 1988. For example, Minn. Stat. § 144.581 (1996), which is mentioned in those opinions, authorizes hospital authorities to join and sponsor memberships in certain organizations.

In addition, the Legislature has addressed the authority of municipalities to provide for municipal membership in certain local, state and national associations. In addition, cities are expressly authorized by Minn. Stat. § 465.58 (1996) to pay annual dues in the League of Minnesota Cities and the expenses of delegates attending the meetings thereof. Neither of these sections would apply to your situation, however.

A broader grant of authority is found in Minn. Stat. § 471.96, subd. 1 (1996), which provides as follows:

The governing bodies of cities, counties, and towns are hereby authorized to appropriate necessary funds to provide membership of their respective municipal corporations or political subdivisions respectively in county, regional, state, and national associations of a civic, educational, or governmental nature which have as their purpose the betterment and improvement of municipal

Hans B. Borstad
June 27, 1997
Page 3

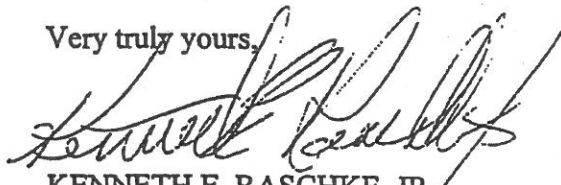
governmental operations. Cities, counties, and towns are also authorized to participate through duly designated representatives in the meetings and activities of such associations, and the governing bodies of cities, counties and towns respectively are authorized to appropriate necessary funds to defray the actual and necessary expenses of such representatives in connection therewith. For purposes of this section, the governing body of a town is the town board.

From our understanding of the nature of such organizations, it does not appear that chambers of commerce can be characterized as "associations of a civic, educational, or governmental nature which have as their purpose the betterment and improvement of municipal government operations" within the purview of this statute, even though their interests may include such objectives.

Subdivision 2 goes on to provide that the statute does not affect "any statutory, charter or common law power of cities" to provide for membership and participation in state and national associations. I am aware of no general statutory or common law power on the part of cities to provide for membership.

For the foregoing reasons, we conclude that the city lacks statutory authority to purchase membership in the local chamber of commerce. While it is possible that such authority might be contained in the City's Charter, your letter does not refer to any such charter provision, and we do not ordinarily undertake in our opinions to construe provisions of local charters. See Op. Atty. Gen. 629a, May 9, 1975.

Very truly yours,



KENNETH E. RASCHKE, JR.
Assistant Attorney General

(612) 297-1141

KER:lt
AG:25442 v1

RELEVANT LINKS:

[Minn. Stat. § 465.50.](#)

[Minn. Stat. § 471.93.](#)
[Section II-R, *Historical*.](#)

[Minn. Stat. § 471.935.](#)
[Minn. Stat. §§ 471.15-.191.](#)
[Office of State Auditor,](#)
[Statement of Position:](#)
[Expenditure of Public Funds](#)
[to Schools and Senior](#)
[Programs, Oct. 14, 2016.](#)

[Minn. Stat. § 412.221, subd.](#)
[34.](#)

[A.G. Op. 59-a-22 \(Dec. 4,](#)
[1934\).](#)

[MN State Auditor, Statement](#)
[of Position Public](#)
[Expenditure: Donations and](#)
[Dues.](#)

[Minn. Stat. § 469.191.](#)

[Handbook, *Community*](#)
[Development and](#)
[Redevelopment.](#)

2. Memorial Day observances

All cities have the authority to spend money for Memorial Day observances in commemoration of the noble and valiant deeds of the nation's dead soldiers. Cities may spend up to \$300 annually for each 75,000 of population.

3. Centennial and historical celebrations

The statutes do not specifically authorize cities to spend money for city centennial celebrations.

An argument can be made, however, that cities may spend money on such local celebrations under a statute allowing cities to spend money to commemorate important historical events that occurred in the city. A later section of this memo discusses this authority in more detail.

H. Community centers

Any city may appropriate money to support the facilities, programs, and services of a public or private nonprofit senior citizen or youth center. No specific authority expressly allows cities to finance other community centers, but many cities have done so through the state recreation statutes.

I. Decorations

Statutory cities may spend money on decorations, signs, plaques, and attached accessories for public streets, buildings, and parks. Cities should use caution to ensure that decorations, such as those for the Christmas holidays, are not primarily religious in nature.

J. Donations

Cities often get asked to make donations to organizations operating for good causes. Generally, without express authority by charter or statute, cities do not have authority to appropriate or give away public funds as donations to any person, corporation or private institution. This does not mean, however, that a city can never contribute to an association or a corporation; but, to do so, the expenditure must further a public purpose and must be authorized by a statute or charter. Indeed, some statutes specifically allow support for certain organizations and causes.

For example, a specific state law exists that allows cities to give donations (of up to \$50,000 per year) to any incorporated developmental society or organization.

RELEVANT LINKS:

A.G. Op. 59-a-3 (May 21, 1948).
A.G. Op. 218-r (Aug. 15, 1951).
A.G. Op. 59-a-22 (Aug. 7, 1951).
A.G. Op. 476-b-2 (Apr. 20, 1944).
A.G. Op. 218-r (Feb. 10, 1942).
A.G. Op. 476-b-2 (Apr. 29, 1954).
Office of State Auditor,
Statement of Position:
Expenditure of Public Funds
to Schools and Senior
Programs, Oct. 14, 2016.

Minn. Stat. § 412.221, subd. 2.
Minn. Stat. § 349.213.
Minn. Stat. § 349.12.

Minn. Stat. § 471.941.

Also, various statutory economic development tools make it possible for cities to make certain contributions toward development and redevelopment. Again, cities should consult with their city attorneys or bond attorneys regarding allowable expenditures for development.

1. Nonprofit organizations in general

The attorney general and the state auditor, over the years, have considered the question of whether cities can donate public funds to various groups. Public expenditures to the following groups or organizations do not have statutory authority and are invalid:

- Supporting the Boy Scouts.
- Sponsoring a local bowling team.
- Sponsoring a local kittenball team (like softball).
- Helping the American Legion build a Legion Hall.
- Supporting the Red Cross.
- Supporting a campaign to stop expansion of a neighboring city airport.
- Supporting schools.

Cities have other options to support nonprofits. For example, the city could use its contracting power to indirectly support nonprofits, such as contracting with a club to spend a Saturday cleaning up public grounds in exchange for money. Also, if a city maintains a fund created from gambling proceeds, those proceeds may be used for many types of charitable contributions that further a lawful purpose. The city should consult with its city attorney to ensure that the use of gambling proceeds complies with the statutory requirements of a lawful purpose expenditure.

2. Artistic organizations

Counties, cities, and townships may appropriate money to support artistic organizations. The governing body may divide the appropriation among multiple artistic organizations in proportions determined by the governing body.

An association, corporation, or other group that provides an opportunity for people to participate in the creation, performance, or appreciation of artistic activities qualifies as an “artistic organization”. The statute provides examples of “artistic activities” that cities can support; however, it, by no means, represents an exclusive list.

RELEVANT LINKS:

Minn. Stat. § 469.191.
A.G. Op. (June 27, 1997)
(informal letter opinion to
Staples).
Section II-K, *Dues*.

Minn. Stat. § 465.039.
Minn. Stat. § 465.037.
Minn. Stat. § 469.191.
Sections II-S, *Hospitals and
EMS* and II-L, *Economic
development*.

Minn. Stat. § 343.11.

Minn. Stat. § 465.90.

3. Incorporated development societies or organizations

State law authorizes cities “to appropriate not more than \$50,000 annually to any incorporated development society or organization of the state for promoting, advertising, improving, or developing the economic and agricultural resources of the city.” Because of the limitations regarding donations, cities interested in donating up to \$50,000 in any given year to an incorporated development society or organization should consult their city attorney. For example, the attorney general’s office has opined that, while this authority allows a city to contribute up to \$50,000 annually to a chamber of commerce, it does not allow a city to become a member of the chamber of commerce, or to pay dues to it.

4. Community food shelves

Any city, town, or county may appropriate an amount to provide grants to nonprofit organizations that operate community food shelves and provide food to the needy without charge. Authority also exists to provide public money to support hospitals and certain economic development organizations. These circumstances are discussed in more detail in a later part of this memo.

5. Prevention of cruelty to animals

If a city has a society for the prevention of cruelty to animals (“SPCA”), it may appropriate monies, not otherwise appropriated, for the maintenance and support of that SPCA “in the transaction of the work for which they are organized”.

However, no part of such an appropriation may go to pay the salary of any officer of the society.

6. Solicitation of donations by firefighters

Despite any law or ordinance to the contrary, any city may, by resolution, allow full-time firefighters employed by the city and while on duty, or volunteer firefighters serving the city while not on duty, to solicit charitable contributions from motorists. A city that wishes to do this must follow certain strict requirements set forth in the statute, including restrictions on type of charitable organization, frequency and time frame of solicitations and proof of insurance.

RELEVANT LINKS:

[Minn. Stat. § 471.3459.](#)

[Donation of Surplus City Equipment to a Nonprofit Organization, LMC Model Policy.](#)

[A.G. Op. \(June 27, 1997\) \(informal letter opinion to Staples\).](#)

[MN State Auditor, Statement of Position Public Expenditure: Donations and Dues.](#)

[Minn. Stat. § 471.96.](#)

[Minn. Stat. § 465.58.](#)

[Minn. Stat. Ch. 469.](#)

7. Surplus city equipment

In 2016, the Minnesota Legislature passed a law allowing a “local government,” including statutory and home rule charter cities, to donate “surplus equipment” to a “nonprofit organization.” Surplus equipment includes equipment used by a local government public works department, and also includes cellular phones, emergency medical and firefighting equipment no longer needed by the local government (because the phones or equipment no longer meet industry standards for emergency medical services, police, or fire departments; have minimal value; or have no resale value). Before donating surplus equipment, a city must adopt a policy on how it will determine what qualifies as surplus eligible for donation and how it will select nonprofit organizations eligible to receive donations. One caveat worth mentioning—the policy “must address the obligations of the local government to disclose to the nonprofit that the surplus equipment may be defective and cannot be relied upon for safety purposes.”

K. Dues

According to the attorney general, cities cannot join or become members of “private” organizations, absent specific statutory authority—even if there is specific authority to contribute to the organization. Without authorization for membership, cities do not have authority to pay for membership.

All cities, counties, and towns may appropriate money for membership in county, regional, state, and national associations of a civic, educational, or governmental nature. The associations must have, as their purpose, the betterment and improvement of municipal governmental operations. This authorization also allows these public entities to participate in the meetings and activities of these associations.

All cities and urban towns in Minnesota may appropriate money to pay dues to become members of the League of Minnesota Cities.

L. Economic development

A number of statutes empower cities to provide money or real property for economic development purposes under various programs, including up to \$50,000 to an incorporated development society or organization discussed in II(J)(3) above. An analysis of the economic development statutes and their requirements fall outside the scope of this memo; however, cities should know that, in certain circumstances, the statutes permit contributions for economic development.

Office of the Revisor of Statutes

2018 Minnesota Statutes

[Authenticate](#) **138.053 COUNTY HISTORICAL SOCIETY; TAX LEVY; CITIES OR TOWNS.**

The governing body of any home rule charter or statutory city or town may annually appropriate from its general fund an amount not to exceed 0.02418 percent of estimated market value, derived from ad valorem taxes on property or other revenues, to be paid to the historical society of its respective county to be used for the promotion of historical work and to aid in defraying the expenses of carrying on the historical work in the county. No city or town may appropriate any funds for the benefit of any historical society unless the society is affiliated with and approved by the Minnesota Historical Society.

History: [1963 c 129 s 1](#); [1973 c 123 art 5 s 7](#); [1973 c 773 s 1](#); [1983 c 315 s 1](#); [1988 c 719 art 5 s 84](#); [1989 c 277 art 4 s 11](#); [1994 c 505 art 3 s 4](#); [2008 c 158 s 1](#); [2013 c 143 art 14 s 16](#)

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Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

CITY OF BRAINERD INVESTMENT POLICY

This policy covers all monies of the City of Brainerd and includes deposits and investments of funds deposited in interest bearing accounts.

It is a common occurrence for the City of Brainerd to have cash balances in various fund accounts which, though allocated for a specific purpose, are temporarily not needed. It is the policy of the City that any fund with a cash balance which will remain unexpended for a reasonable period of time, shall be invested in a manner as outlined below.

The investment policy of the City of Brainerd encompasses the following principles:

1. Safety of principal
2. Chief Investment Officer
3. Consultants
4. Collateralization
5. Authorized investments
6. Prohibited investments
7. Maximum investment
8. Pooling of investments
9. Liquidity
10. Maximum interest earnings

SAFETY OF PRINCIPAL

Safety of principal is the first priority in investing City funds. The City invests only in those investment instruments authorized by Statute, Minnesota Statutes Chapters 118A and as amended set forth the authorized investments for a municipality. Depositories as designated shall have insurance through the FDIC (Federal Insurance). To ensure safety, it is the policy of the City that when considering an investment, all depositories under consideration be cross-checked against existing investments to make certain that funds in excess of insurance limits are not made in the same institution unless collateralized as outlined below.

CHIEF INVESTMENT OFFICER

The chief investment officer will be the City Administrator/Clerk-Treasurer, who will assure compliance with this policy and further develop and maintain adequate controls, procedures and methods assuring safe and accurate accounting on a day-to-day basis, with the approval of the Personnel and Finance Committee of the Brainerd City Council. The day-to-day investment activities are handled by the City Finance Director and Secretary of the Brainerd Public Utilities Commission in accordance of this Policy. The City Administrator/Clerk-Treasurer will provide the Personnel and Finance Committee, on a regular basis, all and any information requested by the Committee. The Chairman of the Committee will, in turn, keep the elected officials fully apprised of any problems, changes or irregularities which may occur to assure proper handling of City funds.

CONSULTANTS

The retention of consultants, agreements with money managers, etc., will not be authorized without express consent of the Council after recommendation by the Personnel and Finance Committee and the City Administrator/Clerk-Treasurer.

COLLATERALIZATION

In accordance with Minn. Stat. 118A the total amount of the collateral computed at its market value shall be at least ten percent more than the amount on deposit at the close of the financial institution's bank day, except that where the collateral is irrevocable standby letters of credit issued by Federal Home Loan Banks, the amount of collateral shall be at least equal to the amount on deposit at the close of the financial institution's banking day.

Collateralization will be required on the following types of investments:

- (1) Certificates of Deposit
- (2) Demand Deposits

Collateral is limited to securities allowable pursuant to Minn. Stat. 118A.03.

For cash deposits on hand, collateralization shall be in the form of specific securities with an active secondary market for the County held by an independent third party as detailed in statute 118A.06. The only exceptions are Federal Depository Insurance Corporation (FDIC).

AUTHORIZED INVESTMENTS

The City of Brainerd will only invest in securities authorized by Minnesota Statute 118A.04 and 118A.05.

Examples of authorized investments are as follows:

1. Savings/demand deposits
2. Certificates of Deposit (CD's)
3. U.S. Treasury obligations
4. U.S. Agency Securities such as:
 - a. Federal Home Loan Bank System (FHLB)
 - b. Federal Home Loan Mortgage Corporation (FHLMC)
 - c. Federal Farm Credit Bureau (FFCB)
 - d. Federal National Mortgage Association (FNMA)
5. Municipal Securities. The statute allows the City to invest in municipal securities of state or local government agencies with taxing power and a rating of "A" or better by a national bond rating agency.

MAXIMUM INVESTMENT

It is the policy of the City to determine its cash balance on a daily basis for the purpose of investing excess funds.

POOLING OF INVESTMENTS

For the purpose of making the maximum amount of funds available for investment, the cash for all City funds is pooled in an investment account. Interest earnings are allocated among the various funds based upon their semi-annual average cash balance.

LIQUIDITY

The purpose of having part of the City's investment portfolio in very liquid funds is to ensure that funds will be available should unexpected large bills be presented for payment.

MAXIMUM INTEREST EARNINGS

After the liquidity needs and scheduled maturity needs are satisfied, the balance of the funds available for investment are placed with institutions that offer the greatest safety and highest rate of return consistent with the maturities as determined by the City. Quotations or telephone bids are normally taken for all investments, whether they are short term or long term. This alleviates the problem of whom to place the investment with.

ANNUAL REVIEW

It shall be the practice of the City Council to review and approve the investment policy each year on the first regular meeting of February.

Reviewed and Approved this _____ day of February, 2019.

CASSANDRA TORSTENSON
City Administrator

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

February 4, 2019
City Council Chambers
7:15 PM

1. Event/Street Closure Application – St. Patrick's Day Parade
2. Resolution – Receive Report and Call Hearing for Improvements 17-06, 17-07, and 18-05



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: 1/24/19

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: 2019 St. Patrick's Day Celebration/Parade

Organizer Information

Organizer's Name: Steve Shepherd/Holly Holm
Organizer's Address: 315 S. 6th Street/213 S. 5th Street
Event Contact Person: Steve Shepherd
Event Contact Daytime Phone: c-218-839-5837
Event Contact E-mail Address: mixn14u@gmail.com
Contact Name/Number Day of Event: Steve Shepherd/c-218-839-5837
For Profit/Nonprofit Status (type): 501c3

Applicant information (if different from the event organizer):

Applicant Name: Holly Holm
Applicant Address: 213 S. 5th Street
Applicant Phone: o-218-829-5278
Applicant E-mail Address: holly@brainerdcommunityaction.org

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
3/16/19	11:30 am	2:00 pm	See route map

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:

Medallion hunt starting a few days prior to the parade

12 pm - Kids costume contest at VFW

1 pm - Parade

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:

Small, portable sound system to be used to announce parade floats from 1-1:30 pm

Restrooms provided

☐

Yes

☒

No

If yes, how many _____ (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:

8.5 x 11 color flyers to be distributed to downtown businesses.

1/4 sheet black & white flyers will be distributed to schools.

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):

Please see route map.

Date and time for beginning of street closures: **3/16/19 11:30 am**

Date and time for reopening of streets: **3/16/19 2:00 pm (or when parade is done)**

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.

**Sidewalks will remain open, with city parking lots
available nearby.**

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

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

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

Hold Harmless Agreement and Insurance Information

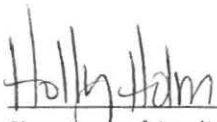
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and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

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

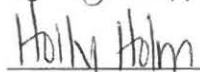
- Minimum of \$1,000,000 in commercial general liability insurance.
- Applicant's insurance shall be primary.
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims if alcohol will be served.
- The insurance policy must be issued by an insurance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

Signature of Event Applicant

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



Signature of Applicant



Print Name

Contacts, Permits, and Fees Checklist

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

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

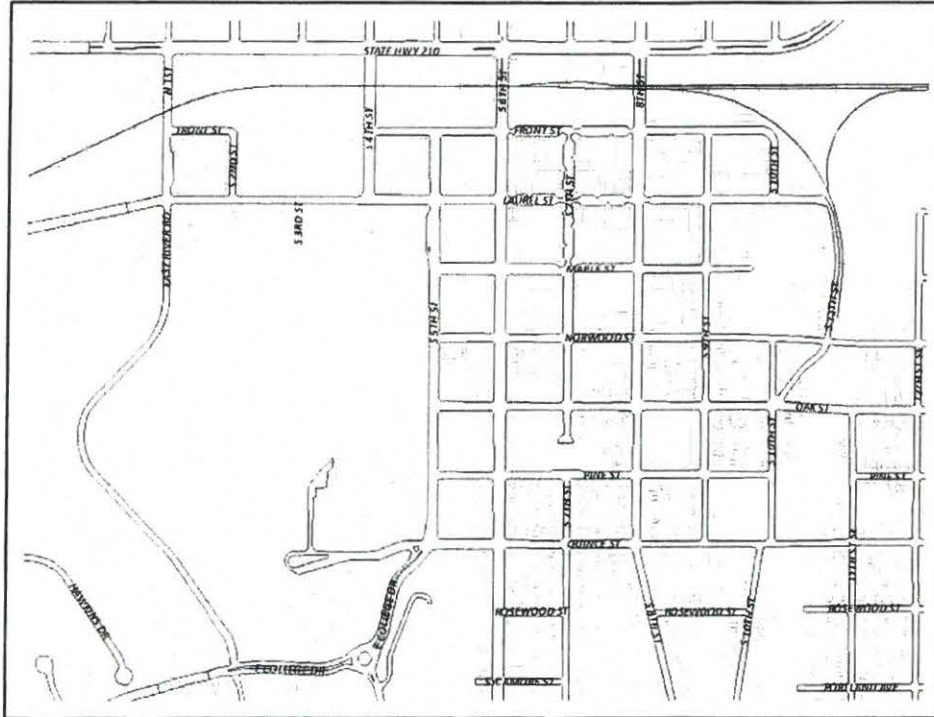
Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park			X	Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support			x	Check yes to request emergency support. The appropriate level of fire, EMS, and police 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

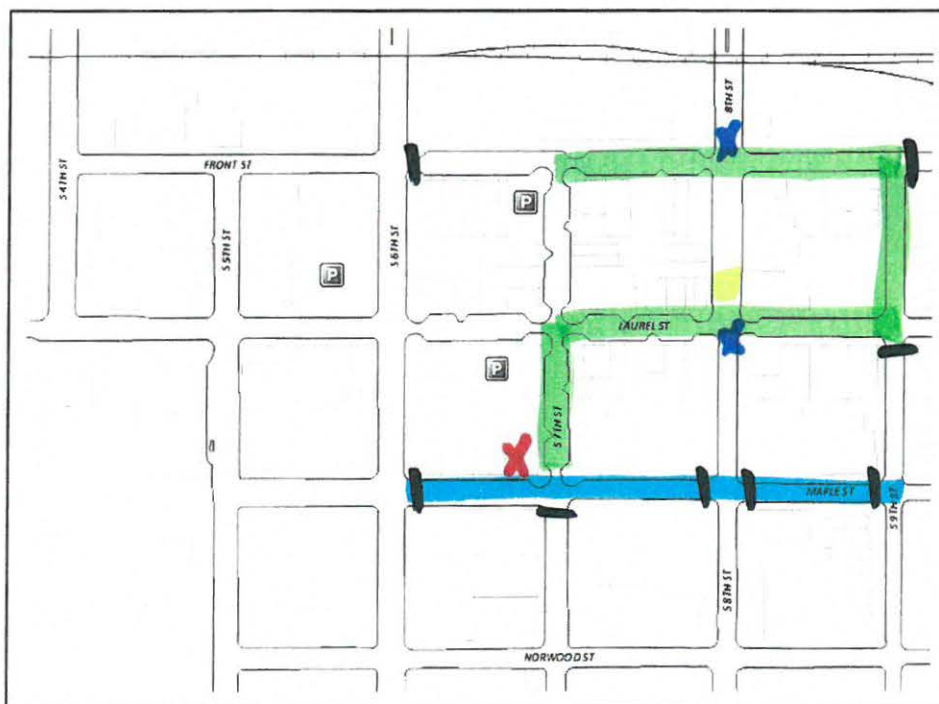
Administration Department:	(218) 828-2307	admin@ci.brainerd.mn.us
Parks and Recreation Department:	(218) 828-2320	parks@ci.brainerd.mn.us
Engineering Department:	(218) 828-2307	engineer@ci.brainerd.mn.us
Planning Department:	(218) 828-2307	planning@ci.brainerd.mn.us
Police Department:	(218) 829-2805	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

Route Maps

Greater Downtown Area



Historic Downtown Area



- Staging
- Parade Route
- Parade Check in
- Judging
- Police
- Barricade

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 RECEIVED.</u> <u>PLEASE COORDINATE CLOSER TO EVENT.</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>POLICE TO SCHEDULE CSD'S TO HELP ASSIST</u> <u>WHERE MAP DESIGNATES "POLICE"</u>

Event Application Approval

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

City Administrator or Parks & Recreation Director

Date

Approval Conditions

Certification of Street Closure Approval

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



Brainerd City Council Agenda Request

Requested Meeting Date:

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>	

January 28, 2019

Mayor Menk
and Brainerd City Council Members



www.ci.brainerd.mn.us

RE: City Improvement 17-06, 17-07, and 18-05 – NE H Street Reconstruction and Sidewalk Construction Project, 10th Avenue NE Reconstruction Project, and 1st Avenue NE Sidewalk Construction Feasibility Report, respectively.

Dear Mayor Menk and City Council Members,

I am pleased to present this report for improvements to both NE H Street from Mill Avenue (CSAH 3) to 13th Avenue NE, a sidewalk on NE H Street from 1st Avenue NE to 3rd Avenue NE, the reconstruction of 10th Avenue NE from Washington Street to NE J Street, and the addition of a sidewalk on 1st Avenue NE from Evergreen Avenue to NE H Street. (the "Improvements"). These Improvements have been a part of the City's 5-year Street and Sewer Capital Improvement Plan and are being proposed to be done in conjunction with the federally funded Safe Routes to School project in 2019, which includes the additions of sidewalks on both NE H Street and 10th Avenue NE in Northeast Brainerd.

NE H Street – Mill Avenue (CSAH 3) to 13th Avenue NE and Sidewalk from 1st Avenue NE to 3rd Avenue NE– Improvement 17-06 – SAP 108-119-006

NE H Street from Mill Avenue to 13th Avenue NE was last reconstructed in 1968 as part of MSAP (Minnesota State Aid Project) 09-119-03. The surface on NE H Street was constructed to a 44-foot face-of-curb to face-of-curb section at this time. The surfacing included 5 inches of Aggregate Base Course Class 5, a prime coat (bituminous oil), 1 inch of plant mix bituminous base course, 1 ½ inches of plant mix bituminous binder course, and 1 ½ inches of plant mix bituminous wearing course. This equates to a gravel section of 5 inches and a bituminous section of 4 inches. The street was also constructed to a wider standard than our typical street standard today, which consists of a 35-foot face-of-curb to face-of-curb section. This section accommodates on-street parking on both sides, as currently exists today. Pedestrians were not accommodated with the 1968 improvements. The surfacing on NE H Street has served its effective life cycle, which can be seen through the severe cracking and potholing. Below is a list of deficiencies that were noted in the pavement during the design process:

- While the pavement section is sufficient to current standards, the street is showing its age with multiple deficiencies such as localized potholing at intersections and severe longitudinal and transverse cracks.
- Longitudinal and perpendicular thermal cracks have developed and spread and have cupped out, making for excessive potholing and alligator cracking.
- High maintenance costs for pothole patching. Inefficient to pothole patch, as the patch does not last more than a year.

- The curb sections, most notably around stormwater catch basins, have begun to sink and heave throughout the project area.
- The street, due to it being wider than necessary, generally promotes higher vehicles speeds.
- Current pavement score on NE H Street between Mill Avenue and 13th Avenue NE is 2.33/4.0.

10th Avenue NE – Washington Street (TH 210) to NE J Street – Improvement 17-07

10th Avenue NE between Washington Street (TH 210) and J Street was constructed and since improved in two sections. The first section consists of the segment from Washington Street (TH 210) and NE H Street (segment 1) and the second section consists of the segment from NE H Street to NE J Street (segment 2). Segment 1 was last reconstructed in 1950 and was subsequently overlaid in 1992. Segment 2 was last reconstructed in 1955 and was subsequently overlaid in 1988. Both segment 1 and segment 2 currently consist of a 36-foot face-of-curb to face-of-curb travel way with 2 ½ inches of aggregate base and 2 inches of bituminous. The surfacing on both segments of 10th Avenue NE have served their effective and useful life, which can be seen through the numerous deficiencies listed below as identified throughout the plan development process:

- The combination of insufficient pavement section and poor soils (high groundwater) in this area of Northeast Brainerd is causing numerous potholes to develop in the street that have been patched and re-patched by maintenance crews in recent years.
- There is scaling occurring in the top lift of pavement, most notably in the first two blocks north of Washington Street.
- Longitudinal and perpendicular thermal cracks have developed and spread and have cupped out, making for excessive potholing and alligator cracking.
- Street has begun to alligator crack, which is an indicator that the street surface has reached its useful life.
- The pavement scores range from a 1.72/4.00 on the south end nearest Washington Street to 2.50/4.00 measured on the north end near J Street. The curb ratings are between 2.00/4.00 and 2.50/4.00.
- The curb and gutter on the street are the old V Style square curb, which is original to the street from the 1950's. The street does, however, have good drainage due to the slopes seen on the street.

Proposed Conditions

Both NE H Street and 10th Avenue NE are proposed to be built to the same street cross section, with different sections of gravel and pavement involved on each respective street.

NE H Street – Mill Avenue (CSAH 3) to 13th Avenue NE and Sidewalk from 1st Avenue NE to 3rd Avenue NE– Improvement 17-06 – SAP 108-119-006

When evaluating this section of NE H Street, staff considered two options:

1. A simple resurfacing of the existing street with spot replacement of the curb and gutter, removal of the existing gravel and bituminous section, and 5 inches of gravel and 3 ½ inches of bituminous, which is designed as a 9-ton roadway.
2. A full reconstruction of the street, which would consist of narrowing the street to our standard 35-foot face-of-curb to face-of-curb section. The section would be built to our state aid standard of 5 inches of gravel and 3 ½ inches of bituminous, which is designed as a 9-ton roadway.

Through the evaluation process, and with the Safe Routes to School projects in the direct vicinity of NE H Street, staff concluded that the best and most cost-effective option for the repair of the street would be to narrow the street and perform a full reconstruction of NE H Street. With the full reconstruction, it allows for the sidewalk to be placed on the north side of the street, where the north curb line will be moved in approximately 10 feet. There are a lot of grade challenges on H Street due to yards being much higher than the street. By effectively moving this curb line, staff has eliminated the need for retaining walls due to the sidewalk project, and thus reducing the overall cost of the safe routes to school project. The full reconstruction also allows for storm sewer modifications that are needed for the moving of the north curb line, along with important watermain work that BPU has coordinated with the City to get done as part of the project, which includes looping in the system on NE H Street to 13th Avenue NE and replacing some old galvanized services within the project area. The narrowing on the street will also reduce traffic speeds due to the excessively wide current street, and thus make the street much more pedestrian friendly, both with the incorporation of the new sidewalk and the narrower crosswalk distances present.

Because of the vicinity of the project, staff also included a sidewalk connection on NE H Street from 1st Avenue NE to 3rd Avenue NE as part of the State Aid project, per the Walkable Bikeable City Committee recommendation in the Non-Motorized Transportation Plan. Staff felt it was in the best interest of the City to include this sidewalk connection with the State Aid project on the same state aid route, and thus, the costs in the upcoming sections include this 2 block sidewalk segment, and will be constructed concurrently with Improvement 18-05, which is a sidewalk project on 1st Avenue NE from Evergreen Avenue to H Street, which will complete the connection. Improvement 18-05 is proposed to be paid with local funds, and the estimates can be seen in the upcoming section.

10th Avenue NE – Washington Street (TH 210) to NE J Street – Improvement 17-07

Staff considered 2 options on this section of 10th Avenue NE. They include:

1. A simple resurfacing of the existing street with spot replacement of the curb and gutter, removal of the existing gravel and bituminous section, and 4 inches of gravel and 2 inches of bituminous, which is designed to our residential street standard as a 7-ton roadway.
2. A full reconstruction of the street, which would consist of narrowing the street to our standard 35-foot face-of-curb to face-of-curb section. The section would be

built to our residential standard of 4 inches of gravel and 2 inches of bituminous, which is designed to our residential street standard as a 7-ton roadway.

The curb on 10th Avenue NE has served its effective life, and therefore, the most cost effective and feasible option for 10th Avenue NE is to replace the curb in its entirety. With the replacement of the curb, it will also assist the federal Safe Routes to School project adjacent to the roadway, in which the curb and roadway design has been coordinated with project so that new driveways and sidewalk crossings will match the new curb profile and make for an easier time of matching grades than matching existing curb where the old V-style curb is in place.

Sidewalk – 1st Avenue NE from Evergreen Avenue to H Street – Improvement 18-05

This sidewalk project is to connect the newly constructed sidewalk on NE H Street from 1st Avenue NE to 3rd Avenue NE to Evergreen Avenue along 1st Avenue NE. It is about a ¾ block long sidewalk and will also connect the federal Safe Routes to School sidewalk being constructed on J Street from 1st Avenue NE to 3rd Avenue NE near Lowell School.

Cost Estimates

Staff has estimated costs for both improvements as proposed in this feasibility study, and the information of each project cost can be seen below:

NE H Street – Mill Avenue (CSAH 3) to 13th Avenue NE and Sidewalk from 1st Avenue NE to 3rd Avenue NE– Improvement 17-06 – SAP 108-119-006

The total estimated project costs for the reconstruction of NE H Street to the City standard residential width and a 9-ton road design is \$638,000. Below is a breakdown of the estimated costs of the proposed build alternative for the street including construction and engineering:

Total Project Estimated Cost (Engineering and Construction):	\$638,000
Breakdown	
Reconstruction Cost Estimate (Fund 401)	\$430,000
Total Project Estimated Assessable Cost*	\$186,000*
Storm Sewer (Fund 238)	\$107,000
Sanitary Sewer (Fund 237)	\$7,000
BPU Watermain	\$94,000
*Not included in total project costs	
State Aid Reimbursement Estimate	\$537,000

10th Avenue NE – Washington Street (TH 210) to NE J Street – Improvement 17-07

The total estimated project costs for the reconstruction of 10th Avenue NE to the City standard residential width and a 7-ton road design is \$322,000. Below is a breakdown of the estimated costs of the proposed build alternative for the street including construction and engineering:

Total Project Estimated Cost (Engineering and Construction): \$322,000

Breakdown

Reconstruction Cost Estimate (Fund 401)	\$267,000
Total Project Estimated Assessable Cost*	\$134,000*
Storm Sewer (Fund 238)	\$4,000
Sanitary Sewer (Fund 237)	\$3,000
BPU Watermain	\$48,000

*Not included in total project costs

Sidewalk – 1st Avenue NE from Evergreen Avenue to H Street – Improvement 18-05

The total estimated project costs for the construction of a sidewalk on 1st Avenue NE from Evergreen Avenue to NE H Street is \$19,000. Below is a breakdown of the estimated costs of the proposed build alternative for the street including construction and engineering:

Total Project Estimated Cost (Engineering and Construction) \$19,000

Breakdown

Construction Cost Estimate (Fund 401)	\$18,000
Total Project Estimated Assessable Cost*	\$0*
BPU Adjustments	\$1,000

*Not included in total project costs

Cost Totals

This project is planned to be bid as one plan, with 3 separate projects. Total project costs equate to approximately \$979,000. Estimated breakdowns for the total project are as follows:

Total Project Estimated Cost (Engineering and Construction): \$979,000

Breakdown

Reconstruction and Construction Cost Estimate (Fund 401)	\$715,000
Total Project Estimated Assessable Cost*	\$320,000*
Storm Sewer (Fund 238)	\$111,000
Sanitary Sewer (Fund 237)	\$10,000
BPU Watermain	\$143,000

*Not included in total project costs

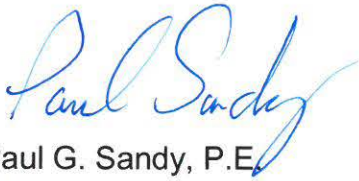
State Aid Reimbursements ** \$537,000**

**Split accordingly to Construction Fund 401 and Storm Sewer Fund 238

The project is feasible to construct, and the improvements are necessary due to the condition of the existing roadway and the current deficiencies that exist with the pavement section, the condition of the curb and gutter, and to accommodate the addition of the new sidewalks on NE H Street and 10th Avenue NE

A preliminary assessment role has been prepared and staff is recommending that the Council adopt a resolution receiving this report and calling for the improvement hearing to be held March 19, 2019 at 7:30 P.M. during the regularly scheduled City Council meeting.

Respectfully submitted,

A handwritten signature in blue ink, reading "Paul Sandy", with a stylized flourish at the end.

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

NOTICE OF HEARING ON IMPROVEMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota, will meet in the Council Chambers of the City Hall at 7:30 p.m. on March 4, 2019 to consider making the improvement as described below pursuant to Minnesota Statute Sections 429.011 to 429.111:

IMPROVEMENT 17-06

Street Reconstruction and Sidewalk Construction – Grading, Aggregate Base, Bituminous, Storm Sewer and Concrete Curb and Gutter

NE H Street (Street Reconstruction) – Mill Avenue (CSAH 3) to 13th Avenue NE

H Street – (Sidewalk Construction) – 1st Avenue NE to 3rd Avenue NE

The area proposed to be assessed is the property abutting said streets and alleys. The sidewalk construction is not an assessable cost to adjacent properties.

The estimated cost of such improvements is \$638,000

IMPROVEMENT 17-07

Street Reconstruction – Grading, Aggregate Base, Bituminous, Storm Sewer and Concrete Curb and Gutter

10th Avenue NE – Washington Street (TH 210) to NE J Street

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

The estimated cost of such improvements is \$322,000.

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

Any individual needing special accommodations please call 828-2307.

Dated: February 4, 2019

Cassandra Torstenson
City Administrator

Publish Brainerd Dispatch February 15, 2019 and February 22, 2019

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

**RESOLUTION RECEIVING REPORT
CALLING HEARING ON IMPROVEMENT**

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

IMPROVEMENT 17-06

Street Reconstruction

NE H Street from Mill Avenue to 13th Avenue NE

Sidewalk Construction

NE H Street from 1st Avenue NE to 3rd Avenue NE

IMPROVEMENT 17-07

Street Reconstruction

10th Avenue NE from Washington Street (TH 210) to NE J Street

This report was received by the Council on the 4th day of February 2019.

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

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

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

1. The Council will consider the above-described improvement in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvements pursuant to Minnesota Statute Chapter 429 at an estimated total cost of \$638,000 for Improvement 17-06 and \$322,000 for Improvement 17-07.
2. A public hearing shall be held on such proposed improvement on the 4th day of March 2019, in the Council Chambers of the Brainerd City Hall at 7:30 p.m. and the City Administrator shall give mailed and published notice of such hearing and improvement as required by law.

Adopted this ____ day of _____, 2019

GABE JOHNSON
President of the Council

Approved this ____ day of _____, 2019

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Brainerd has initiated a public hearing to amend the City Code Section 1200 Intoxicating Liquor Subdivision 7(a). Sunday On-Sale License: To add Microdistilleries and Brewer Taprooms

A Public Hearing will be conducted by the Brainerd City Council at 7:30 p.m. Monday, February 4, 2019 in the Brainerd City Hall Council Chambers, 501 Laurel Street, to consider amending the Zoning Ordinance.

The public is invited to attend the hearing to offer input regarding the proposed amendment.

If there are any questions about the amendment or if any individual needs special accommodations, please call (218) 828-2307.

Dated this 24th day of January, 2019

Publication Date: January 25, 2019

**ORDINANCE
NO. 1491**

**AN ORDINANCE AMENDING SECTION 1200
OF THE BRAINERD CITY CODE PERTAINING TO
INTOXICATING LIQUOR**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

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

Subd. 7 (a). Sunday On-Sale License. Special on sale licenses for the sale of intoxicating liquor on Sunday shall may be issued ~~only~~ to bowling centers and to hotels, restaurants, and clubs as defined in Minnesota Statutes 340A.101. All sales at such establishments shall be in conjunction with the sale of food. ~~accordance with Minnesota Statutes 340A.504, Subd. 3.~~ Sunday on-sale licenses may also be issued to microdistilleries and brewer taprooms, pursuant to the authority granted under Minnesota Statutes sections 340A.22 and 340A.26.

Adopted this ____ day of _____, 2019

GABE JOHNSON
President of the Council

Approved this ____ day of _____, 2019

EDWIN L. MENK
Mayor

ATTEST: _____
CASSANDRA TORSTENSON
City Administrator

Published:



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ 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>	

DRAFT

AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirtieth day of January in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Brainerd»«»
501 Laurel Street
Brainerd, MN 56401»
«»
«»

and the Architect:
(Name, legal status, address and other information)

Widseth Smith Nolting & Assoc., Inc.»«»
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425»
«»
«»

for the following Project:
(Name, location and detailed description)

Brainerd City Hall Remodel»
501 Laurel Street
Brainerd, MN»«»
WSN Project No. 0280B0406.001»

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1;

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Cassandra Torstenson, City Administrator«»
City of Brainerd«»
501 Laurel Street«»
Brainerd, MN 56401«»
«»
«»

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »«»
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.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mike Angland, Project Architect«»
Widseth Smith Nolting & Assoc., Inc.«»
7804 Industrial Park «»
PO Box 2720«»
Baxter, MN 56425«»
«»

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« »« »
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.2 Mechanical Engineer:

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.3 Electrical Engineer:

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§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than « » (\$ « ») for each occurrence and « » (\$ « ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « » (\$ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages

required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « » (« ») visits to the site by the Architect during construction
- .3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « » (« ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

☐

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« »

- .2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Preliminary Design Phase	\$ 10,500.00	Percent	(%)
Schematic Design Phase		Percent	(%)
Design Development Phase		Percent	(%)
Construction Documents Phase		Percent	(%)
Procurement Phase		Percent	(%)
Construction Phase		Percent	(%)
Total Basic Compensation		One Hundred Percent	(100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most

recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »	
Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » percent (« » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »	
-----	--

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«»«»

(Printed name and title)

ARCHITECT (Signature)

«»«»

(Printed name, title, and license number, if required)

ATTACHMENT "A"



CITY OF BRAINERD FACILITIES REMODEL PROJECT

WORK PLAN

1/30/2019

[illegible]



"ATTACHMENT B"

City of Brainerd - Facility Study

Scope & Cost Summary for City Identified Project Options

Date: 8-6-18						OPTION #1	OPTION #2	Undrgd Parking
	DESCRIPTION	COMMENTS	QUANT	UNIT	\$/Unit	TOTALS	TOTALS	OPTION
1. City Hall								
a. Repair front entry stairs (repair existing stone steps & add middle rails)			1	LS		\$20,000	\$20,000	
b. Remodel/Expansion Option #1:								
i. Remodel 100 % of existing City Hall- 15,000 Sq. Ft.		Suited to Office Space Only	15000	SF	180	\$2,700,000		
ii. Renovate Annex to meet programming needs - 4,700 Sq. Ft.		Suited to Office Space Only	4700	SF	210	\$987,000		
iii. Demo existing covered parking structure - 6000 Sq. Ft.			6000	SF		\$75,000		
iv. Build new 24,000 SF structure with elevator (6,000 sf down, 18,000 sf up)			24000	SF	295	\$7,080,000		
Subtotal Remodel/Expansion Option #1			43700	SF		\$10,842,000		
			2020 dollars					
			COST PER SQ.FT.		\$248			
c. Remodel/Expansion Option #2:								
i. Remodel 100 % of Existing City Hall- 15,000 Sq. Ft.		Suited to Office Space Only	15000	SF	180		\$2,700,000	
ii. Demo existing covered parking structure - 6000 Sq. Ft.		Fill-in Hole for Green Space	6000	SF			\$85,000	
iii. Leave Annex as is for future project or sale - 4,700 Sq. Ft.		No Construction Cost	4700	SF			\$0	
iv. Build green space in area of old parking structure			6000	SF	35		\$210,000	
v. Build new building on south half of east parking lot (8000 sf down, 24,000 up)		Lower Level is Mechanical / Storage	32000	SF	280		\$8,960,000	
Subtotal Remodel/Expansion Option #2			53000	SF			\$11,955,000	
			2020 dollars					
			COST PER SQ.FT.		\$226			
d. Add alternate for underground parking for opton #2 - 8000 sq. ft.			8000	SF	75			\$600,000
2. Street & Sewer								
a. Add additional office space for Troy Harris, Park &Rec Maint Foreman		Assume remodel area of both offices	252	SF		\$18,500		
(demo CMU wall, infill existing exterior door, build new office walls - 10 ft x 12 ft		includes \$2,500 HVAC allowance						
add new door, window, replace ceilings in both offices, replace VCT in new office)								
Subtotal for Street & Sewer						\$18,500	\$18,500	
3. Police Department								
a. Repurpose offices and server room into interview rooms which will include;								
i. New dedicated HVAC for server room (includes balancing of bldg)						\$11,000		
ii. New Electrical service for server room HVAC						\$1,800		
iii. Architectural remodel server room & offices						\$15,000		
iv. New low voltage for interview room recording equipment						\$2,000		
v. New AV equipment for interview rooms per facility report estimate						\$18,000		
Subtotal for Police Department						\$47,800	\$47,800	
4. Main Fire Station								
a. Install new alum storefront door into the dispatch room along East side of bldg		Enlarge existing window opening	1	LS		\$7,500		
b. New sidewalk that connects North parking lot to new public entrance		76 lf of 6 ft sidewalk	456	SF		\$3,800		
c. New stoop for new East entry door		10 ft x 10 ft	100	SF		\$5,000		
d. Rework work station millwork			6	LF		\$2,500		
Subtotal for Main Fire Station						\$18,800	\$18,800	
5. Contingencies								
Design/Construction Contingency - 20%		(20% of sub-totals in bold)				\$2,189,420	\$2,412,020	
Direct Construction Costs Sub-total						\$13,136,520	\$14,472,120	
General Conditions (allowance 8% estimate)						\$1,050,922	\$1,157,770	
On-Site Supervision (18 mos allowance)						\$270,000	\$270,000	
Construction Management Fee (3% allowance)						\$433,723	\$476,997	
Architect / Engineering Fee (allowance 11%)						\$1,560,625	\$1,719,294	
Management/Design/Overhead Subtotal						\$3,315,270	\$3,624,060	
Total Project Construction Costs						\$16,451,790	\$18,096,180	
Owner items:								
FF& E (2.5% of construction costs allowance)		On Option # 1 & #2 Subtotals Only				\$271,050	\$298,875	
Relocation / Temp Location Cost Allowance						\$100,000	\$100,000	
ESTIMATED TOTAL FOR IDENTIFIED AND LISTED PROJECTS						\$16,822,840	\$18,495,055	



Brainerd City Council Agenda Request

Agenda Item #

Requested Meeting Date:

Title of Item:

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ 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 2nd 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>	

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Brainerd has initiated a public hearing to consider input related to amending the Zoning Ordinance to allow single family dwellings as a permitted use in Zoning Ordinance Section 515-57 R-3 (High Density Residential) Permitted Uses.

A Public Hearing will be conducted by the Brainerd City Council at 7:30 p.m. Monday, February 4, 2019 in the Brainerd City Hall Council Chambers, 501 Laurel Street, to consider amending the Zoning Ordinance.

The public is invited to attend the hearing to offer input regarding the proposed amendment.

If there are any questions about the amendment or if any individual needs special accommodations, please call (218) 828-2307.

Dated this 24th day of January, 2019

Publication Date: January 25, 2019

**ORDINANCE
NO. 1490**

**AN ORDINANCE AMENDING BRAINERD ZONING ORDINANCE
SECTION 515-57 AND 515-17: ADDING SINGLE FAMILY DWELLINGS AS PERMITTED
USES**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 515-57-1: Purpose and Intent shall be amended as follows:

515-57-1: Purpose and Intent. The purpose of the High-Density Residential District is to provide for areas of high density residential housing ~~in multiple family structures~~ including senior housing.

SECTION TWO: That Section 515-57-2: Permitted Uses shall be amended by adding the following:

C. SINGLE FAMILY DETACHED DWELLINGS

SECTION THREE: That Section 515-57-3: Accessory Uses shall be amended as follows:

515-57-3: Accessory Uses.

- A. Accessory buildings including garages, tool sheds and similar buildings for the storage of domestic TOOLS, SUPPLIES AND equipment ~~and supplies~~ and non-commercial recreational equipment as regulated by Section 17 and 24 of this Ordinance.
- ~~F. Tool houses and sheds and other such buildings for the storage of domestic tools, supplies and equipment subject to the provisions of Section 17 of this Ordinance.~~
- G. NONCOMMERCIAL GREENHOUSES FORM 1 AND 2 FAMILY DWELLINGS AS REGULATED BY SECTION 17 OF THIS ORDINANCE.

SECTION FOUR: That Section 515-57-4: Interim Uses shall be amended as follows:

515-57-4: Interim Uses.

~~A. None~~

- A. HOME EXTENDED BUSINESSES AS REGULATED BY SECTION 26 OF THIS ORDINANCE.
- B. TEMPORARY BUILDINGS ASSOCIATED WITH A PUBLIC OR PRIVATE PRINCIPAL SCHOOL BUILDING AND USED FOR CLASSROOMS.
- C. SHORT TERM RENTALS IN ONE AND TWO FAMILY DWELLINGS PROVIDED THAT:
 - 1. THE MINIMUM RENTAL PERIOD SHALL NOT BE MORE THAN 28 CONSECUTIVE NIGHTS.
 - 2. THE PERMIT HOLDER (OWNER) OF A SHORT TERM RENTAL MUST APPLY FOR AND RECEIVE AN INTERIM USE PERMIT. OWNER OCCUPIED

DWELLINGS THAT ARE ALSO SHORT TERM RENTALS DO NOT REQUIRE AN INTERIM USE PERMIT.

3. THE APPLICATION FOR AN INTERIM USE PERMIT SHALL INCLUDE:
 - A. ALL INFORMATION REQUIRED FOR A CONDITIONAL USE PERMIT.
 - B. FLOOR PLAN OF THE STRUCTURE, INCLUDING THE NUMBER OF BEDROOMS WITH DIMENSIONS AND ALL OTHER SLEEPING ACCOMMODATIONS.
 - C. A TO-SCALE SITE PLAN WHICH SHOWS LOCATIONS AND DIMENSIONS OF PROPERTY LINES, THE DWELLING UNIT INTENDED FOR LICENSING, ACCESSORY STRUCTURES, PARKING AREAS AND SHORELAND RECREATIONAL FACILITIES.
 - D. A PLAN FOR GARBAGE DISPOSAL BY THE PERMIT HOLDER.
 - E. A PET POLICY.
4. THE PERMIT HOLDER SHALL POST EMERGENCY CONTACT INFORMATION (POLICE, FIRE, HOSPITAL) AND SHOW RENTERS THE LOCATION OF FIRE EXTINGUISHERS IN THE SHORT TERM RENTAL UNIT.
5. A PERMIT HOLDER MUST PROVIDE THE NAME, ADDRESS, AND PHONE NUMBER FOR THE MANAGING AGENT OR LOCAL CONTACT TO ALL PROPERTY OWNERS WITHIN 100' OF THE PROPERTY BOUNDARY. THE PERMIT HOLDER SHALL NOTIFY ALL PROPERTY OWNERS WITHIN 100' OF THE PROPERTY BOUNDARY WITHIN 10 DAYS OF A CHANGE IN THE MANAGING AGENT OR LOCAL CONTACT'S CONTACT INFORMATION.
6. A PERMIT HOLDER MUST DISCLOSE IN WRITING TO THEIR RENTERS THE FOLLOWING INFORMATION:
 - A. THE MANAGING AGENT OR LOCAL CONTACT'S NAME, ADDRESS, AND PHONE NUMBER.
 - B. THE MAXIMUM NUMBER OF GUESTS ALLOWED AT THE PROPERTY.
 - C. THE MAXIMUM NUMBER OF VEHICLES, RECREATIONAL VEHICLES AND TRAILERS ALLOWED AT THE PROPERTY AND WHERE THEY ARE TO BE PARKED.
 - D. PROPERTY RULES RELATED TO USE OF EXTERIOR FEATURES OF THE PROPERTY, SUCH AS DECKS, PATIOS, GRILLS, POOLS, HOT TUBS, SAUNAS, RECREATIONAL FIRES AND OTHER OUTDOOR RECREATIONAL FACILITIES.
 - E. APPLICABLE SECTIONS OF CITY ORDINANCES GOVERNING NOISE, PARKS, PARKING AND PETS.
7. THE OCCUPANCY OF A SHORT TERM RENTAL SHALL BE LIMITED TO NOT MORE THAN 2 PEOPLE PER BEDROOM.

8. ROOMS USED FOR SLEEPING SHALL BE PROVIDED WITH EGRESS WINDOWS AND SMOKE DETECTORS IN LOCATIONS THAT COMPLY WITH THE MINNESOTA STATE BUILDING CODE OR THE REQUIREMENTS OF THE BUILDING DEPARTMENT, WHICHEVER IS STRICTER.
9. THE SHORT TERM RENTAL SHALL BE CONNECTED TO CITY SEWER AND WATER.
10. A SHORT TERM RENTAL SHALL HAVE A FULL BATHROOM (SINK, TOILET AND TUB OR SHOWER).
11. ADDITIONAL OCCUPANCY BY USE OF RECREATIONAL VEHICLES, TENTS, ACCESSORY STRUCTURES OR FISH HOUSES IS NOT PERMITTED.
12. THE PERMIT HOLDER SHALL PROVIDE A PHYSICAL VISUAL DEMARCATION OF THE PROPERTY LINES.
13. THE PERMIT HOLDER SHALL KEEP A REPORT, DETAILING USE OF THE SHORT TERM RENTAL BY RECORDING THE FULL NAME, ADDRESS, PHONE NUMBER AND VEHICLE LICENSE NUMBER OF GUESTS USING THE RENTAL. A COPY OF THE REPORT SHALL BE PROVIDED TO THE PLANNING DEPARTMENT UPON REQUEST.
14. A SHORT TERM RENTAL SHALL BE A LICENSED RENTAL UNIT BY THE CITY AND SHALL MEET THE REQUIREMENTS OF ALL STATUTES, RULES, REGULATIONS, AND ORDINANCES INCLUDING, BUT NOT LIMITED TO THE CITY OF BRAINERD'S RENTAL HOUSING MAINTENANCE CODE. EACH UNIT SHALL BE INSPECTED ANNUALLY BY THE RENTAL HOUSING INSPECTOR AND THE FIRE MARSHALL.
15. THE PLANNING COMMISSION MAY IMPOSE CONDITIONS THAT WILL REDUCE THE IMPACTS OF THE PROPOSED USE ON NEIGHBORING PROPERTIES, PUBLIC SERVICES, NEARBY WATER BODIES, PUBLIC SAFETY AND SAFETY OF RENTERS. SAID CONDITIONS MAY INCLUDE BUT NOT BE LIMITED TO – FENCING OR VEGETATIVE SCREENING, NATIVE BUFFER ALONG THE SHORELINE, NOISE STANDARDS, DURATION OF PERMIT, RESTRICTIONS AS TO THE DOCKING OF WATERCRAFT, AND NUMBER OF RENTERS.
16. A PERMIT HOLDER MUST POST THEIR PERMIT NUMBER ON ALL PRINT, POSTER OR WEB ADVERTISEMENTS.
17. A PERMIT HOLDER MUST APPLY FOR AND BE GRANTED STATE AND LOCAL SALES TAX NUMBERS, INCLUDING HOTEL AND MOTEL USE SALES TAX.
18. IN ADDITION TO AN INTERIM USE PERMIT, SHORT TERM RENTALS RENTED FOR LESS THAN 7 DAYS ARE CONSIDERED A HOTEL AND ARE REQUIRED TO HAVE A MINNESOTA DEPARTMENT OF HEALTH LICENSE.
19. ALL SHORT TERM RENTALS, OPERATING PRIOR TO THE EFFECTIVE DATE OF THESE STANDARDS, SHALL BE IN COMPLIANCE WITH THIS SECTION BY SEPTEMBER 1ST, 2017.

SECTION FIVE: That Section 515-57-5: Conditional Uses be amended as follows:

515-57-5: Conditional Uses.

K. BOARDING HOUSES PROVIDED THAT:

1. ADEQUATE OFF-STREET PARKING AND ACCESS IS PROVIDED.
1. LANDSCAPING AND SCREENING IS PROVIDED IN ACCORDANCE WITH SECTION 20 OF THIS ORDINANCE.

L. BED AND BREAKFAST SUBJECT TO PROVISIONS OF SECTION 31 OF THIS ORDINANCE.

M. DWELLINGS GREATER THAN FIVE HUNDRED (500) SQUARE FEET AND LESS THAN SEVEN HUNDRED FIFTY (750) SQUARE FEET ON NONCONFORMING CREATED PRIOR TO 1989 SUBJECT TO SECTION 515-54-11 DESIGN STANDARDS.

SECTION SIX: That Section 515-57-7: Minimum Lot Area and Setback Requirements be amended as follows:

515-57-7: Minimum Lot Area and Setback Requirements.

1. SINGLE FAMILY: Seven Thousand (7,000) square feet
4. 2. Two Family: Three thousand (3,000) square feet
2. 3. Multiple Family: Two thousand (2,000) square feet
3. 4. Multiple Family (senior): One thousand one hundred (1,100) square feet

A. Principal Building Setbacks:

1. SINGLE FAMILY AND TWO FAMILY:

- | | | |
|----|---------------------|-----------------------|
| A. | FRONT YARD: | TWENTY-FIVE (25) FEET |
| B. | SIDE YARD: | FIVE (5) FEET |
| C. | SIDE YARD (CORNER): | FIFTEEN (15) FEET |
| D. | REAR YARD: | TWENTY-FIVE (25) FEET |

C. Accessory building and structure setbacks:

1. SINGLE FAMILY AND Two Family:

- | | | |
|----|-------------|------------------|
| a. | Front Yard: | Thirty (30) feet |
| b. | Side Yard: | Three (3) feet |
| c. | Rear Yard: | Three (3) feet |

SECTION SEVEN: That Section 515-57-8: Building Height be amended as follows:

515-57-8: Building Height.

- A. SINGLE FAMILY AND two family dwellings shall not exceed thirty-five (35) feet in height. Multi family dwellings, permitted non-residential uses and conditional uses taller than thirty-five (35) feet shall require a Conditional Use Permit.

SECTION EIGHT: That Section 515-57-9: Building Performance Standards be amended as follows:

515-57-9: Building Performance Standards.

- A. Minimum Floor Area per MULTI FAMILY Dwelling Unit:
1. Efficiency: Four hundred (400) square feet.
 2. One bedroom: Five hundred (500) square feet.
 3. Two bedroom: Six hundred fifty (650) square feet.
 4. For each additional bedroom after two, six hundred fifty (650) square feet plus one hundred (100) square feet per bedroom in excess of two.
- B. MINIMUM FLOOR AREA PER DWELLING UNIT (CONFORMING LOTS):
1. SINGLE FAMILY: SEVEN HUNDRED FIFTY (750) SQUARE FEET
 2. TWO-FAMILY: SEVEN HUNDRED FIFTY (750) SQUARE FEET
- C. MINIMUM WIDTH/LENGTH PER DWELLING UNIT (NONCONFORMING LOTS): NONE
- D. SINGLE FAMILY DWELLINGS GREATER THAN FIVE HUNDRED (500) SQUARE FEET AND LESS THAN SEVEN HUNDRED FIFTY (750) SQUARE FEET AND TWO-FAMILY DWELLINGS GREATER THAN FIVE HUNDRED (500) SQUARE FEET AND LESS THAN SIX HUNDRED FIFTY (650) SQUARE FEET ARE PERMITTED TO BE LESS THAN TWENTY-TWO (22) FEET WIDE.
- E. MINIMUM WIDTH/LENGTH FOR A DWELLING LESS THAN SEVEN HUNDRED FIFTY (750) SQUARE FEET ON NONCONFORMING LOTS: EIGHTEEN (18) FEET.

SECTION NINE: That Section 515-57-11: Design Requirements be added as follows:

515-57-11: DESIGN REQUIREMENTS.

ALL DWELLINGS SHALL ADHERE TO THE FOLLOWING DESIGN REQUIREMENTS. WHILE CREATIVITY AND VARIATION IN ARCHITECTURAL DESIGN IS ENCOURAGED, THE PURPOSE OF THESE REQUIREMENTS IS TO ENSURE COMPATIBILITY OF INFILL DEVELOPMENT WITH THE CHARACTER OF NEARBY EXISTING RESIDENTIAL STRUCTURES.

DWELLINGS SHALL MEET THE FOLLOWING DESIGN CRITERIA, AS DEFINED BY THE PREDOMINANT CHARACTER OF THE EXISTING RESIDENTIAL BLOCK FRONT. THE BLOCK FRONT SHALL CONSIST OF ALL RESIDENTIAL PROPERTIES ALONG BOTH SIDES OF THE PUBLIC OR PRIVATE RIGHT-OF-WAY ON WHICH THE DEVELOPMENT FRONTS. THE BLOCK FRONT SHALL BE MEASURED FROM INTERSECTION TO INTERSECTION, TO THE ROAD END, OR TWO HUNDRED (200) FEET IN EITHER DIRECTION FROM THE DEVELOPMENT SITE, WHICHEVER IS NEAREST.

1. BUILDING ORIENTATION ON LOTS SHALL MATCH THE PREDOMINANT ORIENTATION OF OTHER BUILDINGS ALONG THE BLOCK FRONT.
2. ACCESS AND LOCATION OF OFF-STREET PARKING ON LOTS SHALL BE SIMILAR TO THE PREDOMINANT CHARACTER OF EXISTING DEVELOPMENT ALONG THE BLOCK FRONT. PRIMARY VEHICULAR ACCESS SHALL BE THROUGH REAR ALLEYS WHERE SUCH REAR OF

PROPOSED STRUCTURES, INsofar AS THIS IS CONSISTENT WITH THE PREDOMINANT CHARACTER OF THE BLOCK FRONT.

- 3. ROOFS ON PROPOSED RESIDENTIAL STRUCTURES SHALL BE SIMILAR IN SLOPE AND STYLE TO EXISTING DEVELOPMENT AND SHALL INCORPORATE ANY OR ALL OF THE FOLLOWING FEATURES, INsofar AS SUCH FEATURES ARE COMPATIBLE WITH EXISTING DEVELOPMENT ON THE BLOCK FRONT:
 - A. DORMERS;
 - B. GABLED OR HIPPED ROOFS;
 - C. PITCHED ROOFS;
 - D. PARAPETS OR CORNICES.
- 4. UNLESS IT IS THE PREDOMINANT EXISTING STYLE ON THE BLOCK FRONT, FLAT ROOFS SHALL NOT BE ALLOWED.
- 5. HORIZONTAL FACADES LONGER THAN TWENTY-FIVE (25) FEET SHALL BE TREATED TO REDUCE BUILDINGS MASS AND VISUAL BULK USING AT LEAST ONE OF THE FOLLOWING TECHNIQUES:
 - A. BAYS OR RECESSES (MINIMUM DEPTH OF EIGHTEEN (18) INCHES);
 - B. WINDOW PATTERNS;
 - C. CONTRASTING MATERIALS OR COLORS;
 - D. UPPER STORY SETBACKS;
 - E. BALCONIES.

THE APPLICANT SHALL DEMONSTRATE THAT THE SELECTED TECHNIQUES ARE EITHER CURRENTLY PRESENT ON THE BLOCK FRONT OR ARE NOT SUBSTANTIALLY INCOMPATIBLE WITH EXISTING DEVELOPMENT.

SECTION TEN: That Section 515-17-8: Accessory Buildings, Uses and Equipment be amended by adding the following:

515-17-8: Accessory Buildings, Uses and Equipment.

- 3. Accessory Building Floor Area, Height and Number. The combination of accessory buildings and garages (attached and detached) per lot shall not exceed the following standards:

a.	Area.	Maximum Allowable
	<u>Zoning District</u>	<u>Floor Area</u>
	R-A	4,000 square feet
	R-R	2,000 square feet
	R-E	1,500 square feet
	R-1	10% of lot area
	R-2	10% of lot area
	R-3	30% of the gross floor area of the multiple family structure, 10% of lot area for A SINGLE FAMILY

R-4

STRUTURE AND A duplex
STRUCTURE
30% of the gross floor area of the
multiple family structure

SECTION ELEVEN: All other provisions of Section 515-57 and 515-17 shall remain in full force and effect.

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

Adopted this ____ day of ____, 2019

GABE JOHNSON
President of the Council

Approved this ____ day of ____, 2019

EDWIN L. MENK
Mayor

ATTEST:

CASSANDRA TORSTENSON
City Administrator

Published: One Time, ____, 2019

SECTION 57
R-3, HIGH DENSITY RESIDENTIAL DISTRICT

Section:	
515-57-1:	Purpose and Intent
515-57-2:	Permitted Uses
515-57-3:	Accessory Uses
515-57-4:	Interim Uses
515-57-5:	Conditional Uses
515-57-6:	Uses by Administrative Permit
515-57-7:	Lot Area and Setback Requirements
515-57-8:	Lot Coverage and Building Height
515-57-9:	Building Performance Standards
515-57-10:	Lot Coverage

These are the changes to the R-3 District to permit single family dwellings as a permitted use. A change is needed to Section 17 to add single family dwellings to the accessory dwelling size limitations.

515-57-1: Purpose and Intent. The purpose of the High Density Residential District is to provide for areas of high density residential housing ~~in multiple family structures~~ including senior housing.

515-57-2: Permitted Uses.

- A. Multiple family dwellings.
- B. Two family attached dwellings.
- C. **SINGLE FAMILY DETACHED DWELLINGS.**
- D. Public recreation areas and related accessory buildings and structures.
- E. Residential care facilities serving six (6) or fewer persons.
- F. Essential services as regulated by Section 36 of this Ordinance.

515-57-3: Accessory Uses.

- A. Accessory buildings including garages, tool sheds and similar buildings for the storage of domestic **TOOLS, SUPPLIES AND** equipment ~~and supplies~~ and non-commercial recreational equipment as regulated by Section 17 ~~and 24~~ of this Ordinance.
- B. Fences as regulated by Section 19 of this Ordinance.

- C. Storage of recreational vehicles and equipment as regulated by Section 24 of this Ordinance.
- D. Private recreational facilities operated for the enjoyment of the on-site residents and their occasional guests.
- E. Noncommercial greenhouses as regulated by Section 17 of this ordinance.
- F. Rental offices.
- G. Garages and off-street parking for private residential use subject to provisions of Section 17 of this Ordinance.
- H. Solar energy systems and structures.
- I. Home Businesses as regulated by Section 26 of this Ordinance.
- ~~J. Tool houses and sheds and other such buildings for the storage of domestic tools, supplies and equipment subject to the provisions of Section 17 of this Ordinance.~~
- K. Private recreational facilities for the enjoyment of the residents of the principal structure and their occasional guests.
- L. In home day care serving fourteen (14) or fewer persons in a single family detached dwelling.
- M. Radio and television receiving antennas, satellite dishes, TV Receive Only (TVRO) three (3) meters or less in diameter, short-wave radio dispatching antennas, or those necessary for the operation of electronic equipment including radio receivers, ham radio transmitters and television receivers as regulated by Section 35 of this Ordinance.
- N. NONCOMMERCIAL GREENHOUSES FORM 1 AND 2 FAMILY DWELLINGS AS REGULATED BY SECTION 17 OF THIS ORDINANCE.

515-57-4: Interim Uses.

~~A. None~~

- A. HOME EXTENDED BUSINESSES AS REGULATED BY SECTION 26 OF THIS ORDINANCE.
- B. TEMPORARY BUILDINGS ASSOCIATED WITH A PUBLIC OR PRIVATE PRINCIPAL SCHOOL BUILDING AND USED FOR CLASSROOMS.

C. SHORT TERM RENTALS IN ONE AND TWO FAMILY DWELLINGS PROVIDED THAT:

1. THE MINIMUM RENTAL PERIOD SHALL NOT BE MORE THAN 28 CONSECUTIVE NIGHTS.
2. THE PERMIT HOLDER (OWNER) OF A SHORT TERM RENTAL MUST APPLY FOR AND RECEIVE AN INTERIM USE PERMIT. OWNER OCCUPIED DWELLINGS THAT ARE ALSO SHORT TERM RENTALS DO NOT REQUIRE AN INTERIM USE PERMIT.
3. THE APPLICATION FOR AN INTERIM USE PERMIT SHALL INCLUDE:
 - A. ALL INFORMATION REQUIRED FOR A CONDITIONAL USE PERMIT.
 - B. FLOOR PLAN OF THE STRUCTURE, INCLUDING THE NUMBER OF BEDROOMS WITH DIMENSIONS AND ALL OTHER SLEEPING ACCOMMODATIONS.
 - C. A TO-SCALE SITE PLAN WHICH SHOWS LOCATIONS AND DIMENSIONS OF PROPERTY LINES, THE DWELLING UNIT INTENDED FOR LICENSING, ACCESSORY STRUCTURES, PARKING AREAS AND SHORELAND RECREATIONAL FACILITIES.
 - D. A PLAN FOR GARBAGE DISPOSAL BY THE PERMIT HOLDER.
 - E. A PET POLICY.
4. THE PERMIT HOLDER SHALL POST EMERGENCY CONTACT INFORMATION (POLICE, FIRE, HOSPITAL) AND SHOW RENTERS THE LOCATION OF FIRE EXTINGUISHERS IN THE SHORT TERM RENTAL UNIT.
5. A PERMIT HOLDER MUST PROVIDE THE NAME, ADDRESS, AND PHONE NUMBER FOR THE MANAGING AGENT OR LOCAL CONTACT TO ALL PROPERTY OWNERS WITHIN 100' OF THE PROPERTY BOUNDARY. THE PERMIT HOLDER SHALL NOTIFY ALL PROPERTY OWNERS WITHIN 100' OF THE PROPERTY BOUNDARY WITHIN 10 DAYS OF A CHANGE IN THE MANAGING AGENT OR LOCAL CONTACT'S CONTACT INFORMATION.
6. A PERMIT HOLDER MUST DISCLOSE IN WRITING TO THEIR RENTERS THE FOLLOWING INFORMATION:
 - A. THE MANAGING AGENT OR LOCAL CONTACT'S NAME, ADDRESS, AND PHONE NUMBER.

- B. THE MAXIMUM NUMBER OF GUESTS ALLOWED AT THE PROPERTY.
 - C. THE MAXIMUM NUMBER OF VEHICLES, RECREATIONAL VEHICLES AND TRAILERS ALLOWED AT THE PROPERTY AND WHERE THEY ARE TO BE PARKED.
 - D. PROPERTY RULES RELATED TO USE OF EXTERIOR FEATURES OF THE PROPERTY, SUCH AS DECKS, PATIOS, GRILLS, POOLS, HOT TUBS, SAUNAS, RECREATIONAL FIRES AND OTHER OUTDOOR RECREATIONAL FACILITIES.
 - E. APPLICABLE SECTIONS OF CITY ORDINANCES GOVERNING NOISE, PARKS, PARKING AND PETS.
- 7. THE OCCUPANCY OF A SHORT TERM RENTAL SHALL BE LIMITED TO NOT MORE THAN 2 PEOPLE PER BEDROOM.
 - 8. ROOMS USED FOR SLEEPING SHALL BE PROVIDED WITH EGRESS WINDOWS AND SMOKE DETECTORS IN LOCATIONS THAT COMPLY WITH THE MINNESOTA STATE BUILDING CODE OR THE REQUIREMENTS OF THE BUILDING DEPARTMENT, WHICHEVER IS STRICTER.
 - 9. THE SHORT TERM RENTAL SHALL BE CONNECTED TO CITY SEWER AND WATER.
 - 10. A SHORT TERM RENTAL SHALL HAVE A FULL BATHROOM (SINK, TOILET AND TUB OR SHOWER).
 - 11. ADDITIONAL OCCUPANCY BY USE OF RECREATIONAL VEHICLES, TENTS, ACCESSORY STRUCTURES OR FISH HOUSES IS NOT PERMITTED.
 - 12. THE PERMIT HOLDER SHALL PROVIDE A PHYSICAL VISUAL DEMARCATION OF THE PROPERTY LINES.
 - 13. THE PERMIT HOLDER SHALL KEEP A REPORT, DETAILING USE OF THE SHORT TERM RENTAL BY RECORDING THE FULL NAME, ADDRESS, PHONE NUMBER AND VEHICLE LICENSE NUMBER OF GUESTS USING THE RENTAL. A COPY OF THE REPORT SHALL BE PROVIDED TO THE PLANNING DEPARTMENT UPON REQUEST.
 - 14. A SHORT TERM RENTAL SHALL BE A LICENSED RENTAL UNIT BY THE CITY AND SHALL MEET THE REQUIREMENTS OF ALL STATUTES, RULES, REGULATIONS, AND ORDINANCES INCLUDING, BUT NOT LIMITED TO THE CITY OF BRAINERD'S RENTAL HOUSING MAINTENANCE CODE.

EACH UNIT SHALL BE INSPECTED ANNUALLY BY THE RENTAL HOUSING INSPECTOR AND THE FIRE MARSHALL.

15. THE PLANNING COMMISSION MAY IMPOSE CONDITIONS THAT WILL REDUCE THE IMPACTS OF THE PROPOSED USE ON NEIGHBORING PROPERTIES, PUBLIC SERVICES, NEARBY WATER BODIES, PUBLIC SAFETY AND SAFETY OF RENTERS. SAID CONDITIONS MAY INCLUDE BUT NOT BE LIMITED TO – FENCING OR VEGETATIVE SCREENING, NATIVE BUFFER ALONG THE SHORELINE, NOISE STANDARDS, DURATION OF PERMIT, RESTRICTIONS AS TO THE DOCKING OF WATERCRAFT, AND NUMBER OF RENTERS.

16. A PERMIT HOLDER MUST POST THEIR PERMIT NUMBER ON ALL PRINT, POSTER OR WEB ADVERTISEMENTS.

17. A PERMIT HOLDER MUST APPLY FOR AND BE GRANTED STATE AND LOCAL SALES TAX NUMBERS, INCLUDING HOTEL AND MOTEL USE SALES TAX.

18. IN ADDITION TO AN INTERIM USE PERMIT, SHORT TERM RENTALS RENTED FOR LESS THAN 7 DAYS ARE CONSIDERED A HOTEL AND ARE REQUIRED TO HAVE A MINNESOTA DEPARTMENT OF HEALTH LICENSE.

19. ALL SHORT TERM RENTALS, OPERATING PRIOR TO THE EFFECTIVE DATE OF THESE STANDARDS, SHALL BE IN COMPLIANCE WITH THIS SECTION BY SEPTEMBER 1ST, 2017.

515-57-5: Conditional Uses.

- A. Public or semi-public recreational buildings and neighborhood or community centers; public and private educational institutions limited to elementary, junior high and senior high schools; and religious institutions such as churches, chapels, temples and synagogues provided that:
1. Side yards shall be double that required for the district.
 2. Screening from abutting residential uses in accordance with Section 20 of this Ordinance.
 3. Off-street parking and access must be provided on the site or on lots directly abutting or across the street from the principal use subject to the provisions of Section 22 of this Ordinance.
 4. Off-street loading and service entrances subject to Section 23 of this Ordinance.

- B. Nursing homes and similar group housing, not including hospitals, provided that:
1. Side yards are double the minimum requirements established for the district.
 2. The site shall be served by an arterial or collector street of sufficient capacity to accommodate traffic that will be generated from the site.
 3. All State Statutes and regulations governing such use are strictly adhered to and all required operating permits are secured.
 4. Off-street parking is provided in compliance with Section 22 of this Ordinance.
 5. Off-street loading areas are provided in compliance with Section 23 of this Ordinance.
- C. Senior housing provided that:
1. Not more than twenty (20) percent of the occupants may be persons fifty-five (55) years of age or younger.
 2. To continue to qualify for the senior housing classification, the owner or agency shall annually file with the City Clerk and/or the Zoning Administrator a certified copy of a monthly resume of occupants, listing the number of tenants by age and clearly identifying all occupants age fifty-five (55) or under.
 3. Off-street parking in compliance with Section 22 of this Ordinance.
 4. Off-street loading space in compliance with Section 23 of this Ordinance.
 5. Parking areas shall be screened and landscaped from view of surrounding and abutting residential districts in compliance with Section 20 of this Ordinance.
 6. Elevator service shall be provided to each floor of the building.
 7. Usable open space shall be at a minimum of twenty (20) percent of gross lot area.
- D. Residential Planned Unit Developments: townhomes and quadraminiums as regulated by Section 11 of this Ordinance.
- E. Government and public regulated utility buildings and structures necessary for the health, safety and general welfare of the community provided that when abutting a residential use in a residential use district, the property is screened and landscaped in accordance with Section 20 of this Ordinance.
- F. Personal wireless service towers and antennas as regulated by Section 35 of this Ordinance.

G. Places of Worship and related buildings provided that:

1. Side yards shall be thirty (30) feet.
2. Adequate screening from abutting residential uses and landscaping is provided in compliance with Section 20 of this Ordinance.
3. Adequate off-street parking and access is provided on the site or on lots directly abutting or directly across a public street or alley to the principal use in compliance with Section 22 of this Ordinance and that such parking is adequately screened and landscaped from surrounding and abutting residential uses in compliance with Section 20 of this Ordinance.
4. Adequate off-street loading and service entrances are provided and regulated where applicable by Section 23 of this Ordinance.

H. State Licensed Residential Care Facilities serving seven (7) to sixteen (16) persons provided that:

1. The facility is licensed by the State and the operator of the facility provides documentation of compliance with all applicable Federal, State and County regulations.
2. The entrance of the facility is located within four hundred (400) feet of a public transit route and transit stop, pedestrian access is available, or the operators provide a transportation/access plan which is found acceptable by the City Council.

I. Public and private schools provided that:

1. The site accesses a major collector.
2. The site is landscaped in accordance with Section 20 of this Ordinance.
3. Off-street parking is provided in accordance with Section 22 of this Ordinance.
4. Off-street loading and service entrances are provided as regulated by Section 23 of this Ordinance.
5. Emergency vehicle access is provided to and within the site.

J. Senior center provided that:

1. Off-street parking is provided in accordance with Section 22 of this Ordinance.

2. Off-street loading is provided in accordance with Section 23 of this Ordinance.
3. The site is landscaped as regulated by Section 20 of this Ordinance.
4. The entrance to the senior center is located within four hundred (400) feet of a public transit route and transit stop, pedestrian access is available, or the operators provide a transportation/access plan which is found to be acceptable by the City Council.

K. BOARDING HOUSES PROVIDED THAT:

1. ADEQUATE OFF-STREET PARKING AND ACCESS IS PROVIDED.
2. LANDSCAPING AND SCREENING IS PROVIDED IN ACCORDANCE WITH SECTION 20 OF THIS ORDINANCE.

L. BED AND BREAKFAST SUBJECT TO PROVISIONS OF SECTION 31 OF THIS ORDINANCE.

M. DWELLINGS GREATER THAN FIVE HUNDRED (500) SQUARE FEET AND LESS THAN SEVEN HUNDRED FIFTY (750) SQUARE FEET ON NONCONFORMING CREATED PRIOR TO 1989 SUBJECT TO SECTION 515-54-11 DESIGN STANDARDS.

515-57-6: Uses by Administrative Permit.

- A. Personal wireless service antennas as regulated by Section 35 of this Ordinance.

515-57-7: Minimum Lot Area and Setback Requirements.

- A. Lot Area Per Unit for lots created after June 15, 2009:

1. SINGLE FAMILY: Seven Thousand (7,000) square feet
1. 2. Two Family: Three thousand (3,000) square feet
2. 3. Multiple Family: Two thousand (2,000) square feet
3. 4. Multiple Family (senior): One thousand one hundred (1,100) square feet

A lot of record existing prior to June 15, 2009 is not required to meet minimum lot area requirements.

- B. Principal Building Setbacks:

1. SINGLE FAMILY AND TWO FAMILY:

A.	FRONT YARD:	TWENTY-FIVE (25) FEET
B.	SIDE YARD:	FIVE (5) FEET
C.	SIDE YARD (CORNER):	FIFTEEN (15) FEET
D.	REAR YARD:	TWENTY-FIVE (25) FEET

2. Multiple family:

- a. Front Yard: Thirty (30) feet
- b. Side Yard: Fifteen (15) feet
- c. Side Yard (corner): Twenty (20) feet
- d. Rear Yard: Twenty-five (25) feet

C. Accessory building and structure setbacks:

1. SINGLE FAMILY AND Two Family:

- a. Front Yard: Thirty (30) feet
- b. Side Yard: Three (3) feet
- c. Rear Yard: Three (3) feet

2. Multiple Family and Multiple Family (senior):

- a. Front Yard: Thirty (30) feet
- b. Side Yard: Fifteen (15) feet
- c. Side Yard (corner): Twenty (20) feet
- d. Rear Yard: Fifteen (15) feet

Lots created after June 15, 2009 require four thousand five hundred (4,500) square feet per unit up to two units and three thousand (3,000) square feet per unit for more than two units up to four units.

B. Lot Width Per Unit:

- 1. Single Family: Fifty (50) feet
- 2. Two-Family: Twenty-five (25) feet
- 3. Multiple Family: One hundred (100) feet

C. Principal Building Setbacks:

1. Single Family and Two Family:

- a. Front Yard: Twenty-five (25) feet
- b. Side Yard: Five (5) feet
- c. Side Yard (corner): Fifteen (15) feet
- d. Rear Yard: Twenty-five (25) feet

D. Accessory Building and Structure Setbacks:

1. Single Family and Two Family:

- | | | |
|----|-------------|-----------------------|
| a. | Front Yard: | Twenty-five (25) feet |
| b. | Side Yard: | Three (3) feet |
| c. | Rear Yard: | Three (3) feet |

515-57-8: Building Height.

- A. **SINGLE FAMILY AND** two family dwellings shall not exceed thirty-five (35) feet in height. Multi family dwellings, permitted non-residential uses and conditional uses taller than thirty-five (35) feet shall require a Conditional Use Permit.
- B. Accessory building and structure height shall be governed by Section 17 of this Ordinance.

515-57-9: Building Performance Standards.

A. Minimum Floor Area per **MULTI FAMILY** Dwelling Unit:

- | | | |
|----|--|--|
| 1. | Efficiency: | Four hundred (400) square feet. |
| 2. | One bedroom: | Five hundred (500) square feet. |
| 3. | Two bedroom: | Six hundred fifty (650) square feet. |
| 4. | For each additional bedroom after two, | six hundred fifty (650) square feet plus one hundred (100) square feet per bedroom in excess of two. |

B. MINIMUM FLOOR AREA PER DWELLING UNIT (CONFORMING LOTS):

- | | | |
|----|-----------------------|--|
| 1. | SINGLE FAMILY: | SEVEN HUNDRED FIFTY (750) SQUARE FEET |
| 2. | TWO-FAMILY: | SEVEN HUNDRED FIFTY (750) SQUARE FEET |

C. MINIMUM WIDTH/LENGTH PER DWELLING UNIT (NONCONFORMING LOTS):
NONE

D. SINGLE FAMILY DWELLINGS GREATER THAN FIVE HUNDRED (500) SQUARE FEET AND LESS THAN SEVEN HUNDRED FIFTY (750) SQUARE FEET AND TWO-FAMILY DWELLINGS GREATER THAN FIVE HUNDRED (500) SQUARE FEET AND LESS THAN SIX HUNDRED FIFTY (650) SQUARE FEET ARE PERMITTED TO BE LESS THAN TWENTY-TWO (22) FEET WIDE.

- E. MINIMUM WIDTH/LENGTH FOR A DWELLING LESS THAN SEVEN HUNDRED FIFTY (750) SQUARE FEET ON NONCONFORMING LOTS: EIGHTEEN (18) FEET.

515-57-10: Lot Coverage.

- A. Residential Uses. Impervious surface lot coverage shall not exceed sixty (60) percent of the total lot area.
- B. Non-Residential Uses. Impervious surface lot coverage shall not exceed fifty (50) percent of the total lot area unless otherwise allowed by a grading and drainage plan approved by the City Engineer.

515-57-11: DESIGN REQUIREMENTS.

ALL DWELLINGS SHALL ADHERE TO THE FOLLOWING DESIGN REQUIREMENTS. WHILE CREATIVITY AND VARIATION IN ARCHITECTURAL DESIGN IS ENCOURAGED, THE PURPOSE OF THESE REQUIREMENTS IS TO ENSURE COMPATIBILITY OF INFILL DEVELOPMENT WITH THE CHARACTER OF NEARBY EXISTING RESIDENTIAL STRUCTURES.

DWELLINGS SHALL MEET THE FOLLOWING DESIGN CRITERIA, AS DEFINED BY THE PREDOMINANT CHARACTER OF THE EXISTING RESIDENTIAL BLOCK FRONT. THE BLOCK FRONT SHALL CONSIST OF ALL RESIDENTIAL PROPERTIES ALONG BOTH SIDES OF THE PUBLIC OR PRIVATE RIGHT-OF-WAY ON WHICH THE DEVELOPMENT FRONTS. THE BLOCK FRONT SHALL BE MEASURED FROM INTERSECTION TO INTERSECTION, TO THE ROAD END, OR TWO HUNDRED (200) FEET IN EITHER DIRECTION FROM THE DEVELOPMENT SITE, WHICHEVER IS NEAREST.

1. BUILDING ORIENTATION ON LOTS SHALL MATCH THE PREDOMINANT ORIENTATION OF OTHER BUILDINGS ALONG THE BLOCK FRONT.
2. ACCESS AND LOCATION OF OFF-STREET PARKING ON LOTS SHALL BE SIMILAR TO THE PREDOMINANT CHARACTER OF EXISTING DEVELOPMENT ALONG THE BLOCK FRONT. PRIMARY VEHICULAR ACCESS SHALL BE THROUGH REAR ALLEYS WHERE SUCH REAR OF PROPOSED STRUCTURES, INsofar AS THIS IS CONSISTENT WITH THE PREDOMINANT CHARACTER OF THE BLOCK FRONT.
3. ROOFS ON PROPOSED RESIDENTIAL STRUCTURES SHALL BE SIMILAR IN SLOPE AND STYLE TO EXISTING DEVELOPMENT AND SHALL INCORPORATE ANY OR ALL OF THE FOLLOWING FEATURES, INsofar AS SUCH FEATURES ARE COMPATIBLE WITH EXISTING DEVELOPMENT ON THE BLOCK FRONT:
 - A. DORMERS;

- B. GABLED OR HIPPED ROOFS;
- C. PITCHED ROOFS;
- D. PARAPETS OR CORNICES.

4. UNLESS IT IS THE PREDOMINANT EXISTING STYLE ON THE BLOCK FRONT, FLAT ROOFS SHALL NOT BE ALLOWED.

5. HORIZONTAL FACADES LONGER THAN TWENTY-FIVE (25) FEET SHALL BE TREATED TO REDUCE BUILDINGS MASS AND VISUAL BULK USING AT LEAST ONE OF THE FOLLOWING TECHNIQUES:

- A. BAYS OR RECESSES (MINIMUM DEPTH OF EIGHTEEN (18) INCHES);
- B. WINDOW PATTERNS;
- C. CONTRASTING MATERIALS OR COLORS;
- D. UPPER STORY SETBACKS;
- E. BALCONIES.

THE APPLICANT SHALL DEMONSTRATE THAT THE SELECTED TECHNIQUES ARE EITHER CURRENTLY PRESENT ON THE BLOCK FRONT OR ARE NOT SUBSTANTIALLY INCOMPATIBLE WITH EXISTING DEVELOPMENT.

515-17-8: Accessory Buildings, Uses and Equipment.

A. Agricultural Farm Buildings. Agricultural farm buildings, accessory to an active farm operation on a lot twenty (20) acres or larger, designed, constructed, and used to house farm implements, agricultural activities, or agricultural products shall be exempt from the requirements of this subdivision.

B. Residential Accessory Buildings, Structures and Uses.

1. An accessory building or attached garage shall be considered an integral part of the principal building if it is connected to the principal building by a covered passageway or within five (5) feet of the principal building. Attached accessory buildings shall meet the principal building setbacks of the respective zoning district.
2. No accessory building or structure shall be constructed or developed on a lot prior to the time of construction of the principal building to which it is accessory. A garage may be constructed if a building permit is secured for the principal building.
3. Accessory Building Floor Area, Height and Number. The combination of accessory buildings and garages (attached and detached) per lot shall not exceed the following standards:

a. Area.

<u>Zoning District</u>	<u>Maximum Allowable Floor Area</u>
R-A	4,000 square feet
R-R	2,000 square feet
R-E	1,500 square feet
R-1	10% of lot area
R-2	10% of lot area
R-3	30% of the gross floor area of the multiple family structure, 10% of lot area for A SINGLE FAMILY STRUTURE AND duplex STRUCTURE
R-4	30% of the gross floor area of the multiple family structure

- 1) An attached garage shall not exceed the maximum allowable floor area as mentioned above, or eighty (80) percent of the footprint of the single family or two family house foundation not including garage, whichever is less. Tuck-under garages are permitted up to the maximum footprint size of the dwelling.

- 2) Accessory building coverage shall not exceed lot coverage requirements as regulated in each district and shall meet required district setbacks.

To: City Council

From: Cassandra Torstenson, City Administrator

Date: February 4, 2019

Re: City Administrator Report

Destination Downtown

The Steering Committee met on February 1st to discuss the Destination Downtown competition and the desire to hold a 3rd and final competition this year. The committee agreed that the competition has added a lot of excitement to our City and they would like to hold a final competition this year.

Children's Museum

A small group met with Sourcewell and the Project Director for the Children's Museum to discuss the potential of a Children's Museum opening in Region 5. This was a concept meeting to learn more about what the group is considering and how Brainerd might fit into the vision.

Presentation

On January 31st, I co-presented with Strong Towns at the City Engineers Annual Conference in Brooklyn Center, MN. There were approximately 500 Engineers and Consultants in attendance. The message I shared with the attendees was that of excitement for the activities occurring in Brainerd such as: Destination Downtown, River to Rail, events and downtown programming, the comprehensive plan, trail connections to the Paul Bunyan, the riverfront, and Cuyuna, and the Performing Arts Center.

Training

I will be attending a MN Public Finance Seminar in Brooklyn Center, MN on Thursday and Friday this week and am looking forward to sessions on Economic Development, TIF, Proforma's, and how the manufacturing economic development environment is shifting.

Legislative Conference

The League of MN Cities is holding their annual Legislative Conference in St Paul February 20-21st.

For more information, please view the League website:

<https://www.lmc.org/page/1/2019LegConf-Agenda.jsp?ssl=true>

Legislative Session

Governor Walz has indicated strong support for increasing LGA and has suggested that his upcoming budget recommendations will include a restoration of local government aid funding to the 2002 level. BPU attended a legislative day last week and the HRA will be attending one this week. Many of the items the City put forth in last years Legislative Agenda have not changed and a final version for your consideration will be on your February 19th agenda.

EDA Meeting

EDA meeting has been rescheduled to Thursday, February 14th at 7:30 am.



City of Brainerd Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Save the Water Tower Date: January 7, 2018

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

* Name: Last Skogen First Paul M.I. M

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

The Watertower has been a Central Mainstay within the City of Brainerd since it was first construct in 1919. It was the first ever all concrete watertower constructed in the United States and designed by Mr Wolff. This is an iconic piece of American history representing the City of Brainerd and surround area. It stands tall and deserves to be saved for future generations.

What skills, strengths, or abilities do you believe you will add to the organization?

Worked in the Construction Industry for over 35 years. Project Coordination and Management.

* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? Yes

* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:

I recently sold my house in Brainerd and no longer live within the City Limits. However, I have lived in Brainerd all but a few months of my 60 years. Even thou I no longer live within the City Limits of Brainerd, I still consider Brainerd my home and would like to very much be part of this committee.

PS
(Signature)

January 7, 2019
(Date)

* Required Information

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



City of Brainerd
Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Water Tower Date: 1/23/19 **RECEIVED**

This application is public data pursuant to M.S. 13.43

JAN 23 2019

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check. CITY OF BRAINERD
ADMINISTRATION

*Name: Last Rohlfing First Eric M.I. R.

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

Because I'm born & raised in Brainerd, and I love the history of the area and the special attraction the Water Tower is and has been since its creation

What skills, strengths, or abilities do you believe you will add to the organization?

I think that I'm a good team player, and I have a lot of ideas, and I have a lot of resources to offer along with being well known for other reasons...

*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? yes

*After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:

Eric Rohlfing
(Signature)

1/23/19
(Date)

***Required Information**

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401