CITY COUNCIL AGENDA

Brainerd, Minnesota
TUESDAY, February 19, 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 February 4, 2019

      Documents:

      20190204_CC draft.pdf

   B. **Approval Of Licenses**
      Contractor Licenses - 6 Renewals

      Documents:

      2019-02-19 License RPT.pdf

   C. **Department Activity Reports**
      1. Police Chief
      2. Finance Director

      Documents:

      Police Chief Report.pdf

   D. **Minnesota Lawful Gambling Premises Permit Application - Adopt Resolution To Allow Lawful Gambling By The VFW Post 1647 At Yesterday's Gone, 219 S 9th St., Brainerd, MN**

6. **Presentations**

   A. **Bridges Of Hope - Self Healing Communities**

   B. **Brainerd Lakes Area Economic Development Corporation (BLAEDC)**

7. **Council Committee Reports**

   A. **Personnel And Finance Committee - 7:00 P.M.**

      Documents:

      2019-02-19 PF.pdf

      1. Approval Of Bills
      2. Building Official - Request Authorization To Post The Position Internally

         Documents:

         Building Official Internal Job Posting Request.pdf

      3. Approval Of 2019-2021 Teamsters (Police Supervisors) Union Contract

         Documents:

         2019-2021 Teamsters (Police Supervisors) Union Contract.pdf

      4. Discussion Of City Code Section 1010-Licensing Fees

         Documents:

         Licensing Fees.pdf

      5. Resolution To Close Out Bond Fund 314 And 322

         Documents:

         Res -Bond Funds.pdf

   B. **Safety And Public Works Committee - 7:00 P.M.**

      Documents:

      20190219_SPW.pdf

      1. Improvement 19-01 - NW 4th Street Improvements Cost Share Agreement With Crow Wing County

         Documents:

         Improvement 19-01 - NW 4th Street Improvements Cost Share Agreement.pdf

2. Improvement 19-01 - NW 4th Street Improvements Geotechnical Exploration Proposal

   Documents:

   Improvement 19-01 - Geotechnical Exploration Proposal.pdf

3. Improvement 19-02 - Cuyuna Lakes State Trail Brainerd Segment - Professional Services Proposal

   Documents:

   Improvement 19-02 - CLT Brainerd Segment Professional Services.pdf

4. Improvement 19-05 - 2019 Pavement Marking Cost Share Agreement With Crow Wing County

   Documents:

   Improvement 19-05 - 2019 Street Striping Cost Share Agreement.pdf

5. Notice Of Hearing - Annual Municipal Separate Storm Sewer System (MS4) Stormwater Presentation And Public Hearing

   Documents:

   NOH - MS4 Stormwater Public Hearing.pdf

8. **Unfinished Business**

A. **Call For Applicants - Informational**

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

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)

9. **New Business**

   A. **Legislative Agenda**

      Documents:

      2019 Brainerd Legislative Agenda.pdf

10. **Public Forum**
    Time allocated for citizens to bring matters not on the agenda to the attention of the Council - Time limits may be imposed

11. **Staff Reports**

    (Verbal: Any Updates since Packet)

12. **Council Member Reports**

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

14. **Adjourn To Council Retreat, Saturday, March 2, 2019 From 12:00 - 4:00 P.M.**

Note: Safety and Public Works Committee will meet at 7:00 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 (ci.brainerd.mn.us)

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

Brainerd, MN
February 4, 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: Pritschet, Bevans, Badeaux, Hilgart, Stunek, and Johnson. Member Lambert was noted as absent. 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 PRITSCHET, DULY CARRIED, TO AMEND THE AGENDA BY ADDING COUNCIL LIAISON APPOINTMENTS VOICE VOTE FROM LAST MEETING UNDER UNFINISHED BUSINESS.

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

A. Approval of the Minutes of the Regular Meeting held on January 22, 2019 - Approved

B. Approval of Licenses - Approved

Contractor Licenses – 2 New; 12 – Renewals

C. Department Activity Reports - Approved

1. Fire Chief
2. Parks Director

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 Street, Brainerd - Approved

E. Community Development Director Monthly Report - Approved

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

Council Committee Reports

Personnel and Finance Committee Report

Approval of Bills - Approved

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

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

Paid On Call Firefighter Hiring - Approved

MOVED AND SECONDED BY ALDERMEN HILGART AND BADEAUX, DULY CARRIED, TO APPROVE THE FIRE DEPARTMENT ESTABLISH A PAID-ON CALL FIREFIGHTER HIRING LIST AND APPROVE THE HIRING OF UP TO FOUR PAID ON CALL FIREFIGHTERS.

Police Lieutenant Job Description – Approved

MOVED AND SECONDED BY ALDERMEN HILGART AND STUNEK, DULY CARRIED, TO APPROVE THE JOB DESCRIPTION FOR THE POLICE LIEUTENANT POSITION AS PROVIDED BY THE POLICE CHIEF AND HUMAN RESOURCE COORDINATOR.

Approval of 2019-2021 LELS (Police Officer) Union Contract – Adopted by Resolution 04:19

MOVED AND SECONDED BY ALDERMEN HILGART AND BADEAUX, DULY CARRIED, TO APPROVE THE 2019-2021 TENTATIVE AGREEMENT SUMMARY AND HEALTH INSURANCE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND LELS LOCAL #65.

MOVED AND SECONDED BY ALDERMEN HILGART AND BADEAUX TO ADOPT A RESOLUTION SETTING THE POLICE OFFICER WAGES FOR 2019-2021.

RESOLUTION NO. 04:19

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

Recreation Coordinator Promotion – Adopted by Resolution 05:19

Council member Johnson indicated in the City Charter, the Park Board is the authority to handle compensations and hiring.

Parks Director Sailer stated it was approved by the Park Board at their January meeting, but seeks approval from the Council.

MOVED AND SECONDED BY ALDERMEN HILGART AND STUNEK TO ADOPT A RESOLUTION PROMOTING MS. KATIE KAUFMAN FROM RECREATION SPECIALIST TO RECREATION COORDINATOR EFFECTIVE FEBRUARY 17, 2019.

RESOLUTION NO. 05:19

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

Parks Department Mower Upgrade Request - Approved

MOVED AND SECONDED BY ALDERMEN HILGART AND BADEAUX, DULY CARRIED, TO APPROVE THE UPGRADE TO PURCHASE A JOHN DEERE X750 COMMERCIAL MOWER WHICH IS A NET OF $1,681,98 OVER THE BUDGETED AMOUNT.

Committee Chair Hilgart indicated the Parks Department 2019 Capital Budget is below the budgeted amount and the additional funds are available for the upgrade.

Council member Badeaux stated he does not agree with the process of going above the set budgeted amount but will vote in favor of the upgrade since the funds are available.

Letter of Qualifications – Software - Approved

MOVED AND SECONDED BY ALDERMEN HILGART AND STUNEK, DULY CARRIED, TO AUTHORIZE STAFF TO SUBMIT THE LETTER OF QUALIFICATIONS TO PROPOSED SOFTWARE VENDORS AND OTHERS AND APPROVAL OF PROPOSED TIMELINE.

Approval of Accounting and Use of One-Time Exception of State Funded Minnesota Investment Funds (MIF) - Approved

MOVED AND SECONDED BY ALDERMEN HILGART AND BADEAUX, DULY CARRIED, TO APPROVE THE LETTER AS PROPOSED BE SUBMITTED TO THE CHAIRS OF THE LEGISLATIVE COMMITTEES WITH JURISDICTION OVER ECONOMIC DEVELOPMENT POLICY AND FINANCE FOR THE ACCOUNTING AND EXPLANATION OF THE USE AND DISTRIBUTION OF THE FUNDS FOR THE ONE-TIME EXCEPTION OF REPAYMENT BALANCES FROM THE STATE-FUNDED MIF PROGRAM AS AUTHORIZED BY LAWS OF MINNESOTA 2017, CHAPTER 94, ARTICLE 6, SECTION 24.

ASI Tax Increment Finance (TIF) District No. 4-3 Decertification – Adopted by Resolution No. 06:19

MOVED AND SECONDED BY ALDERMEN HILGART AND STUNEK TO ADOPT A RESOLUTION DECERTIFYING TAX INCREMENT FINANCING DISTRICT NO. 4-3 ASI APARTMENTS.

RESOLUTION NO. 06:19

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

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

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

Crow Wing County Historical Society Donation Request - Approved

MOVED AND SECONDED BY ALDERMEN HILGART AND BADEAUX, DULY CARRIED, TO AUTHORIZE A $300 DONATION TO THE HISTORICAL SOCIETY TO BE PAID FROM SPECIAL PROJECTS BUDGETED LINE ITEM.

Annual Review of Investment Policy - Approved

MOVED AND SECONDED BY ALDERMEN HILGART AND BEVANS, DULY CARRIED, TO APPROVE THE POLICY AS PRESENTED.

Safety and Public Works Committee Report

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET, DULY CARRIED, TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE EVENT/STREET CLOSURE APPLICATION FOR THE ST. PATRICK'S DAY PARADE ON MARCH 16, 2019 UNDER THE CONDITIONS THAT THE APPLICANT CONTINUE WORKING WITH THE POLICE DEPARTMENT FOR OFFICER PRESENCE AT THE EVENT AND CONTINUE COORDINATION FOR TRAFFIC CONTROL WITH THE ENGINEERING DEPARTMENT PRIOR TO THE EVENT TAKING PLACE.

Resolution – Receive Report and Call Hearing for Improvements 17-06, 17-07 and 18-05 – Adopted by Resolution 07:19

City Engineer Sandy gave a brief explanation of the proposed improvements.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO ACCEPT STAFF'S RECOMMENDATION AND ADOPT A RESOLUTION IN WHICH RECEIVES THE FEASIBILITY REPORT AND SETS THE IMPROVEMENT HEARING FOR 7:30 P.M. ON MARCH 4, 2019 DURING THE REGULARLY SCHEDULED COUNCIL MEETING CONSISTENT WITH MINNESOTA STATUTE 429.

RESOLUTION NO. 07:19

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

Unfinished Business

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

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 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)

Final Reading – Proposed Ordinance No. 1491 – An Ordinance to Amend City Code Section 1200 Intoxicating Liquor Subd. (7a). Sunday On-Sale License: To Add Microdistilleries and Brewer Taprooms – Adopted by Ordinance No. 1491

The Chair opened the public hearing at 8:04 p.m.

No one came forward.

The Chair closed the public hearing at 8:04 p.m.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET, DULY CARRIED, TO HOLD THE FINAL READING OF PROPOSED ORDINANCE NO. 1491 – AN ORDINANCE TO AMEND CITY CODE SECTION 1200 INTOXICATING LIQUOR SUBD. (7A). SUNDAY ON-SALE LIQUOR LICENSE TO ADD MICRODISTILLERIES AND BREWER TAPROOMS.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO ADOPT ORDINANCE NO. 1491 – AN ORDINANCE TO AMEND CITY CODE SECTION 1200 INTOXICATING LIQUOR SUBD. (7A). SUNDAY ON-SALE LIQUOR LICENSE TO ADD MICRODISTILLERIES AND BREWER TAPROOMS.

ORDINANCE NO. 1491

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

***(Added Item)* January 22, 2019 Appointment of Council Liaisons – Approved**

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART, DULY CARRIED, TO APPROVE THE APPOINTMENTS OF THE LIASIONS FROM THE JANUARY 22, 2019 MEETING AS PRESENTED THAT WERE NOT VOTED ON BY THE COUNCIL.

New Business

Direct Select Consultant for Facility Plan Implementation - Approved

City Administrator Torstenson explained the facility assessment was completed in 2018 and identified recommendations for corrective actions and facility improvements. In December, the Council voted to retain the existing footprints and improve the facilities by addressing the deficiencies and recommended efficiencies. Following this direction, staff recommends approval to proceed to the design and engineering phase by direct selecting Widseth Smith Nolting.

Council discussion took place.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO APPROVE UP TO $10,500 TOWARD A CONTRACT WITH WIDSETH SMITH NOLTING TO PROCEED TO THE NEXT STEP OF FACILITY PLAN IMPLEMENTATION.

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

Set Date for Council Retreat - Approved

MOVED AND SECONDED BY ALDERMEN HILGART AND BEVANS TO SET THE COUNCIL RETREAT DATE FOR SATURDAY, MARCH 2, 2019 FROM 12:00 – 4:00 PM IN CITY HALL COUNCIL CHAMBERS.

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

Planning Commission

Final Reading of 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 – Adopted by Ordinance No. 1490

The Chair opened the public hearing at 8:16 p.m.

No one came forward.

The Chair closed the public hearing at 8:16 p.m.

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART, DULY CARRIED, TO HOLD THE FINAL 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.

MOVED AND SECONDED BY ALDERMEN BEVANS AND HILGART TO ADOPT 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.

ORDINANCE NO. 1490

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

Public Forum

The Chair opened the Public Forum at 8:17 p.m.

No one came forward.

The Chair closed the Public Forum at 8:17 p.m.

Staff Reports

City Engineer Sandy stated a letter was sent on behalf of the City to the legislature regarding regulatory duplication of environmental standards. The environmental quality board needed to receive 25 letters in order to prompt a public hearing on this proposed legislation.

City Engineer Sandy attended the annual city engineers conference last week that had a great turnout of 570 members. City Administrator Torstenson and Planning Commission Member Mr. Chuck Marohn also attended and spoke at the conference which was well received among the audience. City Engineer Sandy thanked them for attending and speaking about Brainerd.

Community Development Director Chanski announced the Planning Commission has a retreat scheduled for Wednesday, February 13, 2019 at 6:00 p.m. to discuss goals and objectives for 2019. He stated there are two vacancies on the Commission and encourages anyone interested to apply.

Fire Chief Holmes stated the 2018 Firefighter of the Year is Captain Barry Sell and thanked him for the great job he does for the community. The department recently had three firefighters compete in a fitness competition and placed first and second place. This a great tribute to the fitness levels of members in the department. The month of January ended with a total of 55 service calls, which is the highest level for the month of January in the last 10 years.

Finance Director Hillman announced the City received the Certificate of Achievement for Excellence in Financial Reporting from the Governor's Finance Officers Association for 2017. This is the 25th consecutive year the City has received this award. The award would not be possible without the cooperation of all departments.

City Administrator Torstenson distributed and highlighted the City Administrator report. She stated she spoke at the engineer conference to the largest group thus far in her career and was honored to have been invited. She indicated she will be attending a public finance seminar this week.

City Administrator Torstenson indicated there is a legislative conference being held by the League of Minnesota Cities in St. Paul on February 20 – 21st. She asked Council if anyone is interested in attending, she can provide the registration information and organize meetings with the legislature. The Chamber of Commerce is also holding a local legislative conference in February as well. The legislative agenda will be on the Council agenda for February 19th, 2019.

City Administrator Torstenson stated there is a legislative bill in process that ensures continuation of insurance benefits for a police or fire employee that has been disabled or killed in the line of duty. She asked for Council approval to send a letter of support for the bill.

MOTION AND SECONDED BY ALDERMEN STUNEK AND PRITSCHET, DULY CARRIED, TO SEND A LETTER OF SUPPORT.

City Administrator Torstenson announced the EDA meeting scheduled for February 7th has been rescheduled for February 14th at 7:30 a.m.

Council Member Reports

Council member Badeaux indicated the Water Tower Committee has made progress in establishing plans and ideas in the fundraising efforts. There have been two new applications received for the committee.

MOTION AND SECONDED BY ALDERMEN BADEAUX AND STUNEK, DULY CARRIED, TO APPROVE THE APPOINTMENT OF MR. ERIC ROHLFING AND MR. PAUL SKOGEN TO THE COMMITTEE.

MOTION AND SECONDED BY ALDERMEN BADEAUX AND BEVANS, DULY CARRIED, TO CAP THE WATER TOWER COMMITTEE LEVEL AT THE CURRENT MEMBERSHIP.

Council member Hilgart invited everyone to the Northland Arboretum on March 2, 2019 at 9:00 a.m. for a pancake breakfast fundraiser and child ID event. The arboretum has also seen an increase in skiers due to the large amount of snow the area has received. She recently attended a Leadership Conference through the League of Minnesota Cities in Plymouth.

Council member Johnson reminded everyone to log in and complete the Intercultural Development Inventory (IDI) Assessment prior to the meeting on Monday, February 11, 2019.

Council member Bevans stated Brainerd Eagle Scout, Ben Soukop was in the newspaper being congratulated for life saving efforts and now has a comic strip commending the rescue. He also presented the Parks and Recreation Department with a homemade pergola to use in a City park.

Mayor Menk stated he attended a workshop regarding the Destination Downtown program, along with City Administrator Torstenson and Council President Johnson

Motion to Closed Session Pursuant to MN Statutes 13D.03 to Discuss Labor Negotiation Strategy – 8:34 –p.m.

The Chair reconvened into open session 8:45 p.m.

Adjourn to Intercultural Development Inventory (IDI) Assessment – Monday, February 11, 2019 at 6:00 P.M.

The Chair adjourned the meeting at 8:45 p.m.

Cassandra Torstenson
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS

CITY COUNCIL MEETING
February 19, 2019

(6 Renewals)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
LUNDBERG PLUMBING & HEATING, INC. 1075 2ND STREET NW AITKIN, MN 56431 19-0150	(218) 927-3248	MECH PLUM	10/1/2019	7/1/2020	MB003381 PC644439
FIRE WORKS FIREPLACE INSTALLATION 3030 4TH STREET S. WAITE PARK, MN 56387 19-0151	(320) 240-9490	MECH RSBC	8/18/2019	10/22/2020	MB003629 BC191561
APH PLUMBING AND HEATING LLC 39300 W ARROWHEAD DRIVE PINE RIVER, MN 56474 19-0152	(218) 839-3060	PLUM	5/1/2019	12/31/2019	PC724016
LANGE TRENCHING, INC. 110 CHINOOK AVENUE NW AVON, MN 56310 19-0153	(320) 356-7976	EXCA SSTS	5/1/2019	12/31/2019	L688
TOTAL COMFORT 8818 7TH AVENUE N GOLDEN VALLEY, MN 55427 19-0154	(763) 383-8383	MECH	6/1/2019	9/30/2020	MB003665
MECHANICAL BROTHERS, LLC 508 1ST STREET SE AVON, MN 56310 19-0155	(320) 356-7100	MECH PLUM	5/1/2019	3/30/2020	MB004799 PC643833

BRAINERD POLICE DEPARTMENT
MEMORANDUM

TO: Brainerd City Council

FROM: Police Chief Corky McQuiston

DATE: 02-13-19

RE: Monthly Report

Monthly All-Staff In-Service Training

January monthly in-service training for all staff was split into two areas. The first half of the day, officers received a CPR update and certification. This included a written exam and hands on training. This covered adults, children, and infants for one and two-person CPR, AED use, and choking.

In 2018, we were dispatched to **1567 medical** calls (EMS), averaging about **130 per month.**

For January of 2019, we had 125 EMS incidents.

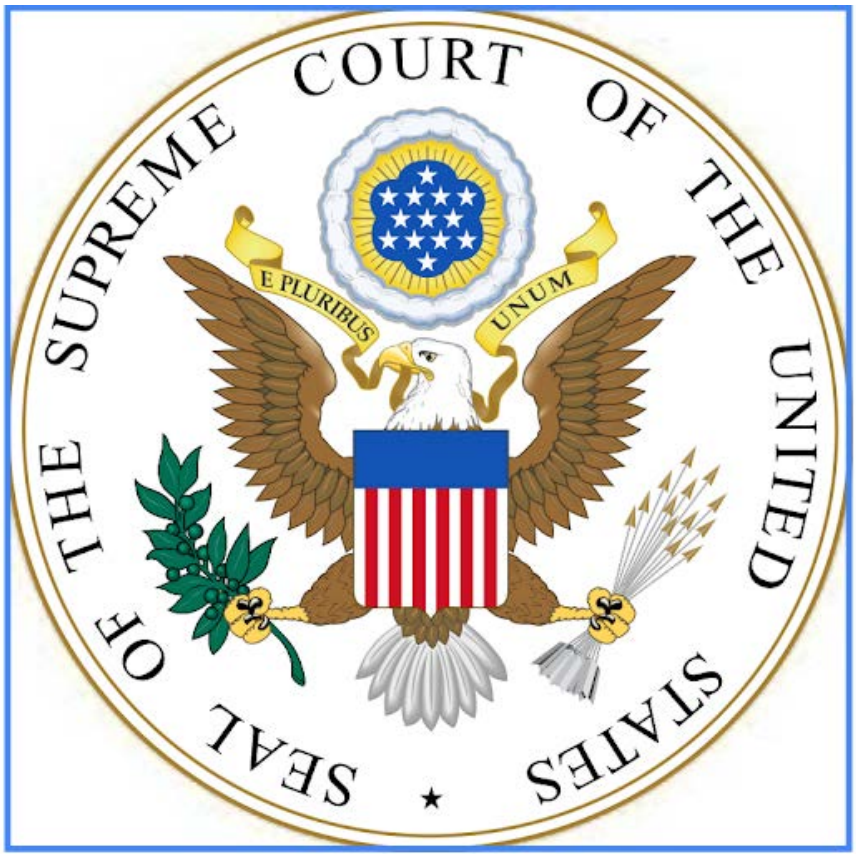
The second half of the day covered a combination of hands-on defensive tactics training and classroom Use of Force review and updates.

Minnesota Legislature

609.06 AUTHORIZED USE OF FORCE.

609.066 AUTHORIZED USE OF DEADLY FORCE BY PEACE OFFICERS.

The classroom portion of this training covers in depth, state statutes on use of force, use of deadly force and reviews case law.



Primary in this training is ***Graham v. Connor***, 490 U.S. 386 (1989), which was a United States Supreme Court case where the Court determined that an objective reasonableness standard should apply to a civilian's claim that law enforcement officials used excessive force in the course of making an arrest, investigatory stop, or other "seizure" of his person.

With the resignation of Investigator Justin Athman, Officer Tim Friis has been assigned to Investigations. Justin's resignation was effective January 18th, and we made the transition for Tim to go from patrol duties to investigations on January 23rd.

Fortunately, our newest Officer Grant Larson has progressed through the Field Training program and began the solo phase of Step 5 of Field Training on January 28th. Officer Larson will be in Step 5 while on probation until his one-year anniversary on August 13th.

BRAINERD LAKES TOWARD ZERO DEATHS

TZD Activity for January consisted of Impaired Driving targeted enforcement during the Ice Fishing Extravaganza event on January 26th.

5 extra officers worked from noon to 8 pm concentrating on MN TH 371 from Baxter to Nisswa. There were no drunk driving arrests made, however officers stopped 62 vehicles writing nine citations and issuing 57 warnings.

Body Worn Camera Data Report

AXON Evidence.com

Month	Number of Videos	Hours of Videos	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
December	1683	366 Hours	698 GB	414 MB	13.26 Minutes	54
January	1436	277 Hours	512 GB	356MB	11.56 Minutes	46

Conduct on Premises Activity Report for January

ICR	Date Reported	Title	Address	Summary Contains
19000423	01/10/19	Conduct on Premises	419 3rd Avenue NE	Written Management Plan Requested
19000884	01/19/19	Conduct on Premises	702 South 9th Street	Referred to City Attorney for Review
19000907	01/20/19	Conduct on Premises	419 3rd Avenue NE	Written Management Plan Pending
19001361	01/30/19	Conduct on Premises	702 ½ South 9th Street	See 19000884

Monthly Police Activity

January	2019	2018
Calls	1418	1476
Citations (Inc. Parking)	260	256
Part I and Part II Crimes Reported	167 **	226

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

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

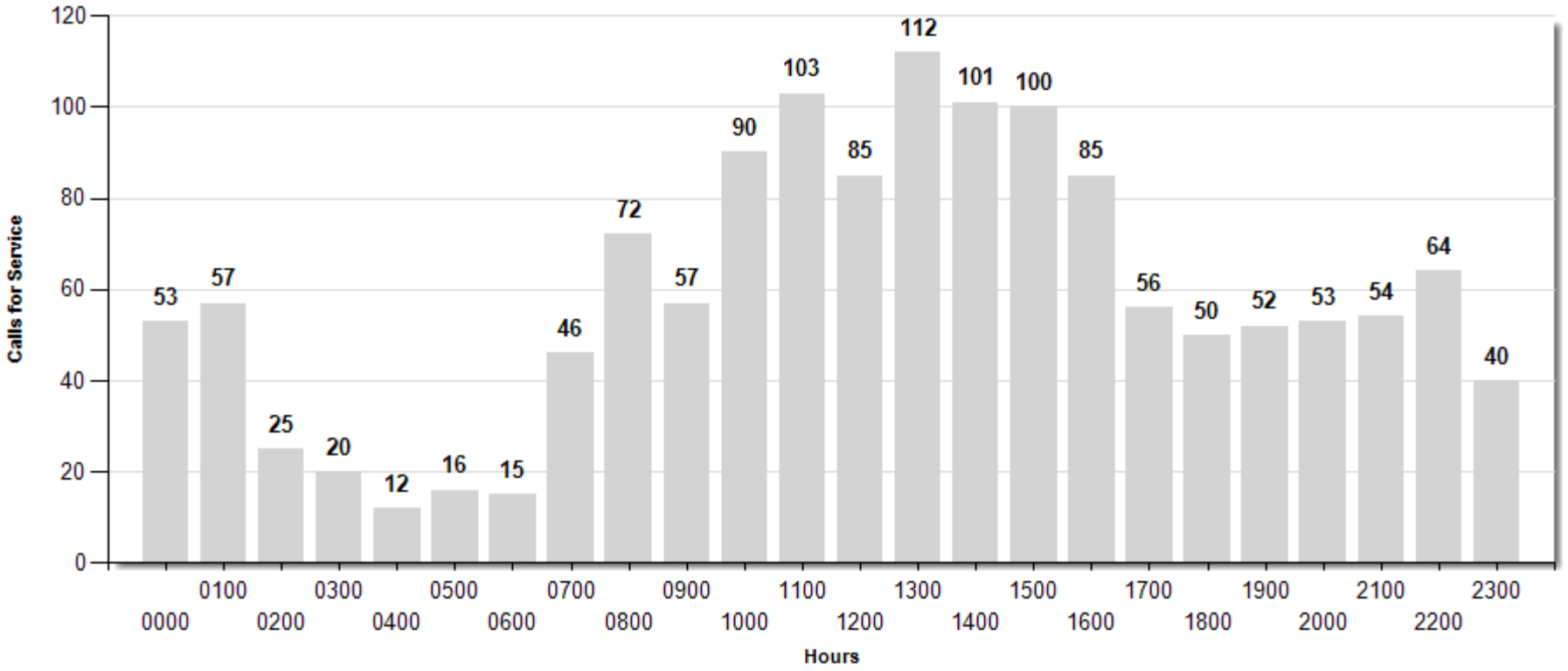
2	Dismissed
0	Business Validations
45	Paid in Full
2	Partial Payments Received
55	No Payment Received

Revenue Recapture Receipts:
To Date: $ 41,146.13
In 2019: $ 500.00

Calls for Service Hourly

1/1/2019 to 1/31/2019

Total Calls: **1468**



CITY OF BRAINERD
PERSONNEL AND FINANCE COMMITTEE
AGENDA

February 19, 2019
City Hall Conference Room
7:00 PM

1. Approval of Bills

2. Building Official – Request Authorization to Post the Position Internally

3. Approval of 2019-2021 Teamsters (Police Supervisors) Union Contract

4. Discussion of City Code Section 1010 - Licensing Fees

5. Resolution to Close Out Bond Fund 314 and 322

Brainerd City Council
Agenda Request

Requested Meeting Date: February 19, 2019

Title of Item: Building Official - Request Authorization to Post Internally

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Community Development Director David Chanski	**Department:** Community Development
Presenter (Name & Title): David Chanski	**Estimated Time Needed:** 2 minutes

Summary of Issue:

Chuck Arvidson was appointed as the City's Interim Building Official effective November 6, 2018. The City also entered into a Memorandum of Agreement with the IBEW Administrative Support Union that this assignment was effective until the City appointed Arvidson or another individual to the position or until 5 pm on February 28, 2019. This was requested to allow me an opportunity to review Mr. Arvidson's performance and qualifications for the position. I approve of Mr. Arvidson's performance, and it is my opinion that he should be considered for permanent appointment to the position.

Alternatives, Options, Effects on Others/Comments:

The City of Brainerd's Employee Policy Manual requires that all job openings, vacancies and promotions from within be posted internally for a minimum of three (3) working days. I'm requesting that the City Council authorize an internal-only job posting for our Building Official position with a recommendation to be presented at the March 4, 2019, Council meeting.

Please note that the wage grid for this position was established per the Department Head and Non-Union Supervisor Wage Resolution adopted on 1/7/19. Also, this information will be shared with the union so they are aware of our intent.

Recommended Action/Motion:

Motion to authorize an internal-only job posting for our Building Official position as required by the Employee Policy Manual.

Financial Impact:

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

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

Is this budgeted? ☑ Yes ☐ No

Please Explain: The Building Official position was included in the 2019 budget.

Brainerd City Council
Agenda Request

Requested Meeting Date: February 19, 2019

Title of Item: 2019-2021 Teamsters (Police Supervisors) Union Contract

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: HR Coordinator Kris Schubert	**Department:** Administration
Presenter (Name & Title): Cassandra Torstenson & Kris Schubert	**Estimated Time Needed:** 5 minutes

Summary of Issue:

The City has reached a tentative agreement with the Teamsters General Local Union No. 346 (Police Supervisors) for the 2019-2021 Union Contract. The attached summary includes the items agreed to by both the City and Union during negotiations including an eight-step pay plan with Steps 7 & 8 reserved for Merit/Performance-Based pay.

Alternatives, Options, Effects on Others/Comments:

In 2017, the City hired DDA to conduct a classification and compensation market study. Based on that research, a wage grid was created based on the actual average market rate paid for all positions (Step 5). The attached resolution will place all Police Supervisors onto the wage grid with a 0% COLA adjustment over the consultant's recommended range for 2019; 2.5% for 2020; and 3% for 2021.

Recommended Action/Motion:

1. Motion to approve the attached 2019-2021 Tentative Agreement Summary between the the City and Teamsters General Local Union No. 346; and

2. Adopt the attached resolution setting the Teamsters (Police Supervisor) wages for 2019 - 2021.

Financial Impact:

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

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

Is this budgeted? ☑ Yes ☐ No

Please Explain: The 2019 wage adjustments were included in the 2019 budget.

City of Brainerd – Teamsters General Local Union No. 346 (Police Supervisors) Final Terms
February 13, 2019

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

1. Retroactivity – Retroactive pay on any and all wages and benefits should negotiations extend beyond December 31, 2018.

Agreed upon benefits and wage adjustments described in this document will be retroactive to January 1, 2019.

2. ARTICLE 4 - UNION SECURITY

4.1 The EMPLOYER shall only deduct, from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly UNION dues, uniform assessments, and initiation fees. Such monies shall be remitted as directed by the UNION.

~~24.1~~ 4.4 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contribution employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

~~4.4~~ 4.5 The UNION agrees to indemnify, defend (union will select council) and hold the EMPLOYER harmless against any and all claims, suit, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

3. ARTICLE 7 – SENIORITY

7.1 Seniority shall mean a~~n~~ full-time employee's ~~full time~~ continuous length of service with the EMPLOYER ~~since the employee's last date of hire~~ in their classification(s) covered by this bargaining agreement without a break in service. An employee's continuous service record shall be broken only by separation from service by reasons of resignation, discharge, retirement, or death. When two (2) or more employees have the same seniority date, their position on the seniority list shall be determined by first letter of last name.

~~7.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee who is disqualified shall be placed back in the employee's previous position at the sole discretion of the EMPLOYER.~~

PROBATIONARY PERIOD: Pursuant to Brainerd Police Civil Service Rules, all full-time bargaining unit 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:

a) original hires;
b) rehires following separation/retirement;
c) 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 5 – Employee Rights – Grievance Procedure.

~~7.3 When a reduction in the work force or a reduction of hours becomes necessary, the employee with the least seniority shall be laid off first. The last employee laid off shall be the first to be recalled for work. No new employee shall be hired until the lay-off list has been exhausted. Seniority shall be terminated if lay-off is more than two (2) years.~~
Note: The was moved to new 7.6)

7.3 Any employee(s) 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. The Employer may extend this trial period thirty (30) days upon notice to the employee and Union.

7.4 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, at the discretion of the Employer or the Employee.

7.5 Employees shall, during the probationary period, accumulate paid leave as provided by Article 10 - Vacations and Article 15 – 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.

7.6 When a reduction in the work force or a reduction of hours becomes necessary, the employee with the least amount of seniority by classification shall be laid off first. The

last employee laid off shall be the first to be recalled for work. The 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 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.

No new employee shall be hired until the lay-off list has been exhausted. ~~Seniority shall be terminated if lay-off is more than two (2) years.~~

4. ARTICLE 8 – DISCIPLINE

8.5 An employee will not be questioned when the information obtained through such questioning may subject the employee to disciplinary action unless the employee has been given an opportunity to have a ~~third party~~ Union Representative present at such questioning.

5. ARTICLE 9 – HOURS OF WORK, OVERTIME

9.3 Employees will be paid at the rate of one and one half (1&1/2) 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. In no case shall hours paid at the overtime and/or premium rate be pyramided, compounded or paid twice for the overtime calculation.

9.4 Any overtime must be approved by the Police Chief or designee and will be distributed on the basis of seniority whenever practicable. Sergeants will have the right to bid for overtime by seniority when it is available for events outside of the "normal" scheduled patrol shifts.

9.6 An employee who has terminated their employment or been laid off (more than 30 working days) shall receive their accumulated compensatory time. Compensatory time accrual will be limited to one hundred forty (140) hours accumulation, any employee currently above the one hundred and forty (140) hours shall be allowed to carry forward that amount above the one-hundred forty (140) hours until it is utilized below the capped amount.

9.8 All trained Field Training Officers (FTO) shall be compensated one and one-half (1.50) hours of comp-time for ~~shifts~~ each shift worked as an FTO.

6. ARTICLE 10 – VACATIONS

10.3 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.

10.6 An employee who has terminated or been laid off shall receive their accumulated vacation time provided the employee has worked a full year immediately prior to their termination or layoff with the EMPLOYER. For purposes of this clause, all approved leaves of absences or other approved leaves will be considered part of the full year.

7. ARTICLE 11 – HOLIDAYS

11.3 In addition to the above holidays, employees will receive two (2) "Floating Holidays" which will consist of either eight (8) or ten (10) hour shifts. Floating Holidays must be approved by the Police Chief or designee. ~~shall be arranged by the employee with their department head.~~

8. ARTICLE 12 – WAGES

~~12.1 The following pay schedule will be effective January 1, 2017:~~

~~January 1, 2017 (1.5%):~~	~~Hourly~~
~~CAPTAIN~~	~~$38.80~~
~~POLICE SERGEANT~~	~~$33.86~~

~~July 1, 2017 (.5%):~~	~~Hourly~~
~~CAPTAIN~~	~~$39.00~~
~~POLICE SERGEANT~~	~~$34.03~~

~~January 1, 2018 (2%):~~	~~Hourly~~
~~CAPTAIN~~	~~$39.78~~
~~POLICE SERGEANT~~	~~$34.71~~

~~New Promotion: New promotion shall be paid at 100% of the appropriate wage scale.~~

~~12.2 The following longevity schedule will be effective January 1, 2009:~~

~~2% of annual wage~~	~~-~~	~~After 8 years of service~~
~~3% of annual wage~~	~~-~~	~~After 12 years of service~~
~~4% of annual wage~~	~~-~~	~~After 16 years of service~~
~~5% of annual wage~~	~~-~~	~~After 20 years of service~~

12.1 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.

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.

b) For employees hired prior to January 1, 2019, step increases shall become effective January 1 of each year.

c) Progression through the pay steps will be accomplished by an annual review of employee performance.

d) 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.

e) 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.

f) 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.

g) 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.

h) 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.

i) 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.

12.~~3~~2. The following shift differential shall be effective as of January 1, 2006:

Employees shall be paid an additional fifty-five cents ($0.55) per hour for each hour worked between 4:00 P.M. and 8:00 A.M.

Shift Differential shall apply to all hours worked on special assignments outside the Officers normal job duty assignment as assigned by the Chief of Police.

9. ARTICLE 15 – SICK LEAVE AND OTHER LEAVES OF ABSENCES

15.1 All ~~permanent~~ regular full-time 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 Police Chief, it is deemed necessary. Eligibility for sick leave shall be credited from the original date of hire without a break in service.

15.2 ~~An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets. A physician's certificate may be required if in the opinion of the department head it is deemed necessary.~~

~~An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.~~

~~15.3~~ 15.2 All permanent employees shall be permitted ~~funeral~~ bereavement leave on the death of a relative (spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, and stepchildren). Such leave shall not exceed three (3) work days, if necessary, with pay. One (1) day of ~~funeral~~ bereavement leave shall be granted for a grandparent. Other ~~funeral~~ bereavement leave may be granted at the discretion of the City Administrator.

~~15.4~~ 15.3 Military leave. Military leave with pay will be granted in accordance with Federal and State laws.

~~15.5~~ 15.4 Any employee wishing to take ~~a~~ an unpaid leave of absence shall write a letter to the Police and Fire 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 one year (365 days) and must be renewed each ninety (90) calendar days.

~~15.6~~ 15.5 Educational leaves of absence may be applied for with the Brainerd Civil Service Commission.

~~15.7~~ 15.6 Deferred Compensation. Any sick leave ~~accrual~~ accrued over nine hundred sixty (960) hours can, at the end of each calendar year, 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:

10. ARTICLE 16 - HOSPITALIZATION

16.1 Employees and their dependents will be provided with group insurance through the Teamsters Local 346 Health Fund. Effective January 1, 2012, the Employer's monthly premium contribution for Benefit Plan E (health insurance), Benefit Plan G (dental insurance) and Benefit Plan F (vision insurance), will be in an amount up to 95% of the City's base health insurance family plan premium. If the Teamsters insurance premium exceeds the city's contribution amount, the Teamster member will be responsible for the additional premium cost.

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 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.

11. ARTICLE 17 – UNIFORMS

17.2 The EMPLOYER will pay the 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.

17.3 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.

17.4 An Employee's personal items such as a watch, 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 one hundred fifty dollars ($150.00) per Employee annually. The EMPLOYER will pay the full cost for prescription eyewear that is damaged in the line of duty.

~~17.5 The City shall pay a minimum monthly cell phone allowance of thirty-five ($35.00) dollars per employee. Should the City provide a department cell phone, the monthly allowance paid by the City shall cease.~~

12. ARTICLE 18 – WORKER'S COMPENSATION

~~18.1 In the event an employee is injured during their employment, the employee may, at the employee's option, 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 hour for any compensation paid.~~

~~18.2 INJURY ON DUTY PAY The Employer shall make an employee who is injured on duty whole for all wages and benefits during the time the employee experiences loss of earned income due to such injury for a period of time not to exceed forty-five (45) thirty (30) working days. At the end of the forty-five (45) thirty (30) working days, Article XVIII, 18.1 shall apply.~~

18.1 INJURY ON DUTY PAY - In the event an employee is injured during their employment, the employer will pay the difference between the employee's regular wages and the amount received from Worker's Compensation Insurance for the first 45 working days.

18.2 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) hour for any compensation paid.

13. Article 19 – Education – Training:

19.1 The EMPLOYER will pay the P.O.S.T. License fee when due on behalf of each employee.

~~19.1~~ 19.2 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 26.84 et. seq., for actual expenses of tuition, meals, travel and lodging (excluding alcohol, entertainment & gratuity) incurred in meeting the Continuing Education requirements of the Minnesota Police Officers Standards and Training Board, not to exceed forty-eight (48) hours of such training every three (3) years. The EMPLOYER need not make such reimbursement for attendance at a course located more than one hundred fifty (150) miles from the City of Brainerd and such reimbursement shall not exceed similar allowances for State employees. If the Employer provides in-service training to its employees which meets the Continuing Education requirements of the Minnesota Police Officer Standards and Training Board, and if the EMPLOYER provides its employees with an opportunity to attend such in-service training courses, to the extent that such opportunity is provided to each employee, the obligation of the EMPLOYER to reimburse such employee for expenses incurred in attending Continuing Education courses shall be reduced. The EMPLOYER shall pay each employee their regular salary while attending Continuing Education courses whether or not such courses attended are in-service training courses or courses given by instructors other than the EMPLOYER. The obligation of the EMPLOYER to pay such salary shall not exceed a total of forty-eight (48) hours every three (3) years.

~~The Employer shall pay the full cost of the P.O.S.T. license.~~

~~19.2~~ 19.3 The EMPLOYER, at its discretion and subject to the availability of funds, may provide~~, subject to the availability of funds,~~ tuition payments for law enforcement related training or education.

~~19.3~~ 19.4 As incentive for attaining and maintaining a high degree of physical fitness, the Employer will annually award the following incentive to employees that achieve and maintain a minimum of Level II on the Brainerd Police Department Fitness Evaluation.

a) The employee may participate in the Physical Development Training program in 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.

b) 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.

14. ARTICLE 20 – SEVERANCE PAY

20.1 All ~~permanent~~ regular full-time employees shall be entitled to one hundred percent (100%) of unused sick leave as severance pay, with a maximum of nine hundred sixty (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)~~ twenty (20) years of service shall be entitled to ~~seventy five(75%)~~ seventy-five (75%) of all accumulated sick leave up to the maximum of the nine hundred sixty (960) hours. The terms retirement and in good standing are defined in the in the City's Employee Policy Manual.

20.2 Post Employment Health Care Savings Plan Contribution. Teamster Local No. 346 employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, Section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the Employee's Health Care Savings Plan account as follows:

A. Teamster Union members will not participate in the HCSP during the term of this contract and will receive cash as taxable income for their applicable severance pay.

~~A.~~B. In the event of death of the employee, contributions owed but not yet paid into qualified HCSP shall be paid to the employee's estate.

15. ARTICLE 22 – JOB SAFETY

22.1 The EMPLOYER and UNION recognize that safety practice and programs are of mutual interest. The EMPLOYER agrees to provide necessary training and safety practices at its discretion. The employees agree to cooperate in programs that promote safety to themselves and the public they serve, and they agree to comply with rules promulgated to ensure safety. The employees hereby recognize and agree to make proper use of all safety devices in accordance with the recognized safety procedures.

16. ~~ARTICLE 24 – DRIVE AUTHORIZATION & DEDUCTION~~

~~24.1 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contribution employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.~~

Note: The above Article/section was moved to 4.4.

17. ARTICLE ~~25~~ 24 – DURATION / EXPIRATION

~~25.1~~ 24.1 This AGREEMENT shall be effective from January 1, ~~2017,~~ 2019, and shall continue in full force and effect up to and including December 31, ~~2018,~~ 2021, and shall automatically renew itself thereafter until and unless either party at least sixty (60) days before the 31st day of December, ~~2018,~~ 2019, notifies the other party in writing that it desires to terminate or modify the Agreement. If the notice given is one expressing an election to terminate the Agreement, it shall then expire on January 1, ~~2019.~~ 2021. If the notice is one of modification, the parties shall then begin negotiations on the proposed modifications, as soon as possible after such notice has been given. During the period of negotiations on such modifications, the terms and conditions of the AGREEMENT on which there was no request for modifications shall remain in full force and effect.

~~25.2~~ 24.2 Any revisions agreed upon or ordered as a result of such reopen shall be effective as of January 1, ~~2017.~~ 2019. The respective parties shall be permitted all legal or economic recourse to support their request for such revisions if the parties fail to agree thereon.

R E S O L U T I O N
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 Teamsters General Local Union No. 346 (Police Supervisors) shall be based on the rates identified in the below eight-step grid.

2019 - 2021 TEAMSTERS HOURLY RATES OF PAY

Police Sergeant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2019	31.64	33.22	34.80	36.38	37.96	39.55	41.13	42.71
2020	32.43	34.05	35.67	37.29	38.91	40.54	42.16	43.78
2021	33.40	35.07	36.74	38.41	40.08	41.76	43.42	45.09
Police Lieutenant	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
2019	33.10	34.75	36.40	38.06	39.71	41.37	43.03	44.68
2020	33.93	35.62	37.31	39.01	40.70	42.41	44.10	45.80
2021	34.94	36.69	38.43	40.18	41.92	43.68	45.43	47.17

BE IT FURTHER RESOLVED that Police Supervisors currently employed by the City will be placed in the following steps as of January 1, 2019:

Sergeant	Step
Kulzer	5
J. Davis	5
Dooley	5
Melin	6

BE IT FURTHER RESOLVED that the above wage grid shall be incorporated into the Teamsters 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

Brainerd City Council
Agenda Request

Requested Meeting Date: February 19, 2019

Title of Item: Discussion of City Code Section 1010-Licensing Fees

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Cassandra Torstenson	**Department:** Administration/Finance
Presenter (Name & Title): Same	**Estimated Time Needed:** 10 minutes

Summary of Issue:

Staff has been working on a review of the current licensing fees. Attached is the spreadsheet with the current fees, the fees of other areas in Minnesota for comparison and the recommended changes. Many of our fees are appropriate and in line with other communities, but a few are being recommended for change.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Approve the recommended changes to the fees as presented.

Financial Impact:

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

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

Is this budgeted? ☐ Yes ☑ No

Please Explain:

Service	Date fee established City of Brainerd	Is our fee acceptable? Y/N	RECOMMENDED		Brainerd - Residential	Brainerd - Commercial	Baxter - Residential	Baxter - Commercial	Crow Wing County	Alexandria-Residential	Alexandria-Commercial	Fergus Falls-Residential	Fergus Falls-Commercial	Bemidji-Residential	Bemidji-Commercial
BUILDING															
Building Permit Fee-**Total Valuation $1-$500**	3/16/2015	Y			$30	$40	$23			$23.50		N/A		$23.50	
Building Permit Fee-**Total Valuation $1-$1,000**	3/16/2015				$1-$500 see above; $501-$2,000 see below		N/A			N/A		$34		N/A	
Building Permit Fee-**Total Valuation $501-$2,000**	3/16/2015	Y			$30 for first $500 + $2 for each addt'l $100 or fraction thereof, to and including $2,000	$40 for first $500 + $3.25 for each addt'l $100 or fraction thereof, to and including $2,000	$23.50 for first $500 + $3.05 for each addt'l $100 or fraction thereof, to and including $2,000			$23.50 for first $500 + $3.05 for each addt'l $100 or fraction thereof, to and including $2,000		N/A		$23.50 for first $500 + $3.05 for each addt'l $100 or fraction thereof, to and including $2,000	
Building Permit Fee-**Total Valuation $1,000-$25,000**	3/16/2015				$1,000-$2,000 see above; $2,001-$25,000 see below		N/A			N/A		$34 for first $1,000 + $8.25 for each addt'l $1,000 or fraction thereof, to and including $25,000		N/A	
Building Permit Fee-**Total Valuation $2,001-$25,000**	3/16/2015	Y			$60 for first $2,000 + $9.50 for each addt'l $1,000 or fraction thereof, to and including $25,000	$88.75 for first $2,000 + $14.75 for each addt'l $1,000 or fraction thereof, to and including $25,000	$69.25 for first $2,000 + $14 for each addt'l $1,000 or fraction thereof, to and including $25,000			$69.25 for first $2,000 + $14 for each addt'l $1,000 or fraction thereof, to and including $25,000		N/A		$69.25 for first $2,000 + $14 for each addt'l $1,000 or fraction thereof, to and including $25,000	
Building Permit Fee-**Total Valuation $25,001-$50,000**	3/16/2015	Y			$278.50 for first $25,000 + $6.50 for each addt'l $1,000 or fraction thereof, to and including $50,000	$428 for first $25,000 + $10.75 for each addt'l $1,000 or fraction thereof, to and including $50,000	$391.75 for first $25,000 + $10.10 for each addt'l $1,000 or fraction thereof, to and including $50,000			$391.75 for first $25,000 + $10.10 for each addt'l $1,000 or fraction thereof, to and including $50,000		$232 for first $25,000 + $6.50 for each addt'l $1,000 or fraction thereof, to and including $50,000		$391.75 for first $25,000 + $10.10 for each addt'l $1,000 or fraction thereof, to and including $50,000	
Building Permit Fee-**Total Valuation $50,001-$100,000**	3/16/2015	Y			$441 for first $50,000 + $5 for each addt'l $1,000 or fraction thereof, to and including $100,000	$696.75 for first $50,000 + $7.50 for each addt'l $1,000 or fraction thereof, to and including $100,000	$643.75 for first $50,000 + $7 for each addt'l $1,000 or fraction thereof, to and including $100,000			$643.75 for first $50,000 + $7 for each addt'l $1,000 or fraction thereof, to and including $100,000		$397 for first $50,000 + $4.40 for each addt'l $1,000 or fraction thereof, to and including $100,000		$643.75 for first $50,000 + $7 for each addt'l $1,000 or fraction thereof, to and including $100,000	
Building Permit Fee-**Total Valuation $100,000 and up**	3/16/2015	Y			$691 for first $100,000 + $4.50 for each addt'l $1,000 or fraction thereof	See below	See below			See below		$617 for first $100,000 plus $3.85 each addt'l $1,000 or fraction thereof		See below	

Building Permit Fee-**Total Valuation $100,000 - $500,000**	3/16/2015	Y			End of schedule	$1,071.75 for first $100,000 + $6 for each addt'l $1,000 or fraction thereof, to and including $500,000	$993.75 for first $100,000 + $5.60 for each addt'l $1,000 or fraction thereof, to and including $500,000			$993.75 for first $100,000 + $5.60 for each addt'l $1,000 or fraction thereof, to and including $500,000		See above		$993.75 for first $100,000 + $5.60 for each addt'l $1,000 or fraction thereof, to and including $500,000	
Building Permit Fee-**Total Valuation $500,001 - $1,000,000**	3/16/2015	Y			See above	$3,471.75 for first $500,000 + $5 for each addt'l $1,000 or fraction thereof, to and including $1,000,000	$3,233.75 for first $500,000 + $4.75 for each addt'l $1,000 or fraction thereof, to and including $1,000,000			$3,233.75 for first $500,000 + $4.75 for each addt'l $1,000 or fraction thereof, to and including $1,000,000		See above		$3,233.75 for first $500,000 + $4.75 for each addt'l $1,000 or fraction thereof, to and including $1,000,000	
Building Permit Fee-**Total Valuation $1,000,000 and up**	3/16/2015	Y			See above	$5,971.75 for first $1,000,000 + $4 for each addt'l $1,000 or fraction thereof	$5,608.75 for first $1,000,000 + $3.15 for each addt'l $1,000 or fraction thereof			$5,608.75 for first $1,000,000 + $3.15 for each addt'l $1,000 or fraction thereof		See above		$5,608.75 for first $1,000,000 + $3.15 for each addt'l $1,000 or fraction thereof	
Plan Review Fee	3/16/2015	Y			65% of Building Permit Fee	65% of Building Permit Fee	65% of Building Permit Fee	65% of Building Permit Fee	65% of Building Permit Fee	50% of the Building Permit Fee/1 to 2 family dwellings	65% of Building Permit Fee	65% of Building Permit Fee	Equal to 25% of the attributable building permit fee	65% of Building Permit Fee	32.5% of applicable building permit fee (minimum $150)
State Surcharge	3/16/2015	Y			$1,000,000 or less .0005 x Valuation - $.50 minimum	$1,000,000 or less=.0005 x Valuation - $0.50 minimum: $1,000,000 or $2,000,000=$500 + .0004 X (valuation - $1,000,000): $2,000,000 to $3,000,000=$900 +.0003 x (valuation - $2,000,000) :$3,000,000 to $4,000,000= $1,200 + .0002 x (valuation - $3,000,000): $4,000,000 to $5,000,000=$1,400 + .0001 x (valuation - $4,000,000) :Greater than $5,000,000=$1,500 + .00005 x (valuation - $5,000,000)	$1,000,000 or less=.0005 x Valuation: $1,000,000 or $2,000,000=$500 + .0004 X (valuation between $1M-$2M): $2,000,000 to $3,000,000=$900 + .0003 x (valuation between $2M-$3M):$3,000,000 to $4,000,000= $1,200 + .0002 x (valuation between $3M-$4M): $4,000,000 to $5,000,000=$1,400 + .0001 x (valuation between $4M-$5M):Greater than $5,000,000=$1,500 + .00005 x (valuation exceeding $5M)			Valuation x .0005		Valuation x .0005		Valuation < $1 Mil. = 1/2 mil or .0005 x project amount	

Mechanical Permit Fee	3/16/2015	Y			$120/$1 (individual element (i.e. furnace, A/C, Ductwork) - $40/$1 ea. Or a maximum of $120/$1	Valuation and/or $120/$1 (individual element (i.e. furnace, A/C, Ductwork) - $40/$1 ea. Or a maximum of $120/$1	$120 + $1 state surcharge	1.5% of contracted price + state surcharge. Minimum $150		$24/per unit	$0-$2,000=$40 $2,001-$3,000=$45 $3,001-$4,000=$55 $4,001-$5,000=$65 $5,001-$6,000=$75 $6,001-$7,000=$85 $7,001-$8,000=$95 $8,001-$9,000=$105 $9,001-$10,000=$115 $10,001-$11,000=$125 $11,001-$12,000=$135 $12,001-$13,000=$145 $13,001-$14,000=$155 $14,001-$15,000=$165 $15,001-$16,000=$175 $16,001-$100,000;add $10 per $1,000 Over $100,000=add $5 per $1,000	$1-$500=$15 $501-$1,000=$35: $1,001-$10,000=$35 for the first $1,000 plus $6.50 for each additional $1,000 or fraction thereof, up to and including $10,000:$10,001-$50,000 $93.50 for the first $10,000 plus $4 for each addt'l $1,000 or fraction thereof, up to and including $50,000:$50,001-$100,000=$253.50 for the first $50,000 plus $2.50 for each addt'l $1,000 or fraction thereof up to and including $100,000:$100,000 and up=$378.50 for the first $100,000 plus $1.35 for each addt'l $1,000 or fraction thereof	Same as Building Permits
Fireplace Replacement	3/16/2015	Y			$40 + $1 State Surcharge	Valuation and/or $120/$1 (individual element (i.e. furnace, A/C, Ductwork) - $40/$1 ea. Or a maximum of $120/$1	$40	Valuation-see				N/A	N/A
Door and/or Window	3/16/2015	Y					$8.50 per $1,000 valuation ($40 minimum)	$8.50 per $1,000 valuation ($40 minimum)		See Building Permit		See building permit	See building permit
Decks	3/16/2015	N	Possibly Set a Flat Fee		Based on Valuation	N/A	$8.50 per $1,000 valuation	$8.50 per $1,000 valuation		See Building Permit		See building permit	See building permit
Plumbing Permit Fee	3/16/2015	Y			$120/$1 (based on a three-count permit (underground/ DWV/final) - $40/$1 ea. Or a maximum of $120/$1	Valuation and/or $120/$1 (based on a three-count permit (underground/ DWV/final) - $40/$1 ea. Or a maximum of $120/$1	$11 + $8 per fixture/$40 minimum	$11 + $8 per fixture/$40 minimum		$0-$2,000=$40 $2,001-$3,000=$45 $3,001-$4,000=$55 $4,001-$5,000=$65 $5,001-$6,000=$75 $6,001-$7,000=$85 $7,001-$8,000=$95 $8,001-$9,000=$105 $9,001-$10,000=$115 $10,001-$11,000=$125 $11,001-$12,000=$135 $12,001-$13,000=$145 $13,001-$14,000=$155 $14,001-$15,000=$165 $15,001-$16,000=$175 $16,001-$100,000;add $10 per $1,000 Over $100,000=add $5 per $1,000	Base Inspection $65 First 4 fixtures $31.50 Each addt'l $4.60			

Water Heater Replacement	3/16/2015	Y			$40 + $1 State Surcharge	Based on Valuation/$40 Minimum	$40	$75		$24	See Plumbing Permit Fees	$65			
SAC Fee (Sewer Access Charge)	Fee established 12/19/2005; last reviewed and approved 3/16/2015	Y			$1,900.00 / New Home	$1,900.00 / E.R.C.	$3,000/ new	$3,400 /per equivalent unit							
WAC (Water Access Charge)	Fee established 12/19/2005; last reviewed and approved 3/16/2015	Y			$1,400.00 / New Home	$1,400.00 / E.R.C.	$2,800/new home	$3,100 / per equivalent unit							
Sewer Tap Fee	3/16/2015	Y			$40	$70	$40	hourly rate + $40				$40			
Excavation Fee	3/16/2015	Y			$45	$70	$45	hourly rate + $45				$70 plus restoration deposit			
Mobile Home Installation	3/16/2015	N	$250 based on the work		$150 + $1 State Surcharge	N/A	N/A					N/A			
Modular/Manufactured Home Foundation	3/16/2015	Y			Based on Valuation	N/A	N/A					N/A			
Re-Inspection Fee	3/16/2015	Y			$70 per Inspection		$75	$75				$65			
Re-Roof only	3/16/2015	Y			$70 + $1 State Surcharge	Based on Valuation	$70.00	Based on valuation-see building permit fees	$75	$39/residential	See Building Permit Fees	$95			
Siding Permit	3/16/2015	Y			$70 + $1 State Surcharge	Based on Valuation	$75	Based on valuation-see building permit fees	N/A	$39/residential	See Building Permit Fees	See Building Permit Fees			
Fence (under 6 feet)	3/16/2015	Y			$35	$35	$35	N/A	N/A	N/A					
Demolition Fee	3/16/2015	Y			$35	Based on Valuation	$40	$150	N/A	$39		$50	$100	$50	$100
Sign Permit	3/16/2015	Y			Valuation/$35 Minimum		$40	Based on valuation-see building permit fees	N/A	N/A		$50/review fee + size fee: 0-25 sq.ft.= $15:26-50 sq.ft.=$20:51-100 sq.ft.=$25: 101+sq.ft.=$25 plus $.20 per sq.ft.			
Curb Cut	3/16/2015	Y			$35		N/A		N/A	N/A					
Contractor License Fee	3/16/2015	Y			$50 - Must be Licensed by the State of MN		No fee listed but contractor MUST register with the City of Baxter		N/A	N/A					
Mechanical License Fee (Heating, A/C, Ventilation)	3/16/2015	Y							N/A	N/A		Class A: $125 Class B: $40			
Plumber License Fee	3/16/2015	Y							N/A	N/A				$95	
PLANNING															

Conditional Use Permit	3/16/2015	Y			$250	$400 + $500 Escrow	$450	$600 + $500 Escrow OR For Planned Unit Development $450 + $1,000 escrow	$500	$250	$350	$650	$500 + $500 Escrow	
Fence (over 6 feet)	3/16/2015	Y			$35	$35	(6' or less) $35 (Over 7') $8.50 per $1,000 valuation	$8.50 per $1,000 valuation	N/A	$25				
Sign - Permanent	3/16/2015	Y			Valuation/$35 Minimum		$8.50 per $1,000 valuation	$8.50 per $1,000 valuation	N/A	$75 + (0-25 sq.ft. $15: 25-50 sq.ft.$20: 51-100 sq.ft. $25: 101+ sq.ft. $25 + .20 sq.ft)	$100			
Sign - Temporary	3/16/2015	Y			$50 per month		$45		N/A	$20	$50 + (0-25 sq.ft. $15: 25-50 sq.ft.$20: 51-100 sq.ft. $25: 101+ sq.ft. $25 + .20 sq.ft)			
Street and Alley Vacation	3/16/2015	N	$150 (Recording fee is $46 + 2 hours of staff time)		$50		$150 + $500 Escrow		N/A	$100				
Variance	3/16/2015	Y			$250	$400 + $500 Escrow	$350	$600 + $500 Escrow	$500	$250	$350	$650	$500 + $500 Escrow	
Zone Change	3/16/2015	Y			$300	$500	$400	$600	N/A	$250				
Zoning Text Amendment	3/16/2015	Y			$250	$400	$400	$600	N/A	$250			$550	
Zoning Letter		Y			$50		$40		N/A	N/A			$25	
Preliminary Plat Filing Fee	3/16/2015	Y			$500 + $30 per lot + $1,000 Escrow	$600 + $50 per lot + $1,000 Escrow	(3 lots or less)$300 + $30 per lot + $1,000 Escrow (Over 4 lots)$500 + $30 per lot + $1,000 Escrow	$600 + $50 per lot + $1,000 Escrow	$500 + $25 per parcel	$350 + $10/per lot	$500 + $30/per lot	$600 + $50/per lot		
Final Plat	3/16/2015	Y			Included with Preliminary Plat		Included with Preliminary Plat		$500 + $25 per parcel + $100 Surveyor Review Fee	Included with Preliminary Plat				
Swimming Pools	?	Y			$50/pools over 24" deep or over 5,000 gallons		$35		N/A	N/A	N/A		N/A	
Digital Mapping	3/16/2015	NEVER UTILITZED	Consulted w/Mark, Tim, Paul, Shawn - none of them were aware of this in our code		$25 per acre-$200 minimum		N/A				N/A			
E911 Addressing Fee		N	$75: Sign $25 + 1 hr.staff time		$50		$75/address		$75	N/A	N/A		$50	

RENTALS										
First Time Rental Registration Fee		**N/A**	Could discuss		N/A	N/A	N/A	N/A		$500
Failure to License Rental		**N/A**	Could discuss		See Unlicensed Dwelling Fee				See Unlicensed Dwelling Ree	$500
Failure to Transfer Rental		**N/A**			N/A				N/A	$100
Rental Appeal		**N/A**			N/A					$200 ea
Complaint Based Inspection		**N/A**							$50 per unit	$100 ea
Rental License Fee	3/16/2015	**?**	Could discuss		$32 per unit plus late fee per schedule	$50 + inspection fees ($40 single family/townhouse-$12 per unit for apartments + $20 common area fee)	N/A	$20/unit seven or less-$15/unit eight or more	$120/single family home-$140/duplex-Apartments 3-9 units $200 + $20 per unit: 10-20 units $250 + $20 per unit: 21+ units $300 + $20 per unit	$100/ one unit:$125/two unit: Apartments 3-12 units $150: 13-24 units $200: 25 + units $300
Unlicensed Dwelling Fee	9/21/2010	**Y**			PER UNIT $25 - Up to 30 days after June 1st:$75 - 31-60 days: $150 - 61-120 days: $450 Over 121 days plus filing of misdemeanor charges	N/A	N/A		Citable Offense	$100
Late Rental Registration		**Y**			See Unlicensed Dwelling Fee			After Jan. 1st, triple the per year fee	$50 per unit	
Rental Re-Inspection Fee	9/21/2010	**Y**			$25 per license	N/A	N/A		$50 per unit	
Change of Ownership (rental) fee	9/21/2010	**Y**			$32.00 per unit	N/A	N/A		N/A	
Rental License Re-Instatement Fee	9/21/2010	**N**	$32		$15 per license	N/A	N/A		$250 per unit	
ENTERTAINMENT										
Adult Establishment	8/9/2002	**Y**			$3,000 + Investigation Fee ($100/new - $50/renewal)	$3,000	$960 + $150 investigation fee		$500 + $400 investigation fee	$230 + $75 investigation fee
Amusement Device	11/10/1998	**Y**			$15 each + $15 per location	$50	N/A		N/A	$30

Pool Tables	?	N	Not enforced-not needed		$25	N/A	N/A	N/A	N/A	N/A
Public Wrestling or Boxing	11/16/1999	Y			$25	$35/special event	N/A	$100 Park Special Event Permit	N/A	
Circus	3/24/2006	Y			$25	$35/special event	N/A	$100 Park Special Event Permit	N/A	$240
Dance (public)	11/16/1999	Y			$20 or $200 per calendar year	$35/special event	N/A	$100 Park Special Event Permit	N/A	$95
Bowling Alley	11/16/1999	N	Not enforced-not needed		$20 per alley	N/A	N/A			$20 per lane
LIQUOR										
Off Sale Liquor	12/24/1998	Y			$200/license $100/investigation on initial application	$310 / $100 discount with training & enforcement	$500 + $150 new license Investigation Fee	$200	N/A	N/A
Off Sale Beer	12/24/1998	Y			$25/license $100/investigation on initial application	$75	$25 + $150 new license Investigation Fee	$50	$275	$95
On Sale Beer	12/24/1998	Y			$200/license $100/investigation on initial application	$300	$75 + $150 new license Investigation Fee	$375	$275	$295
Temporary On Sale Beer		Y			$20/day	$20	$50	$35/day	$25 per day/4 day max.	$55/3 months
Beer License Transfer Fee		N/A			N/A	N/A		$30		N/A
On Sale Liquor	12/24/1998	N	Bars,Pubs,Taverns- $5,000; Restaurants $2,000; Clubs $500 Bowling Centers $2,000; Hotels $2,000		$3,000/license $100/investigation on initial application	$2,200	$2,000 + $150 new license Investigation Fee	$3,600	$2,500	$3,780/per year w/35% food sales: $4,255/per year no food sales + $100 investigation fee + $200 Sunday
Liquor License Transfer Fee		N/A			N/A	N/A	$150	N/A		$60
Temporary Liquor License 1-4 days		Y			$135/day	$135/per event	$150	$100/day		$120
On Sale Wine	12/24/1998	Y			$300/license $100/investigation on initial application	$500	$150 + $150 new license Investigation Fee	$375	$200	$585
Sunday On-Sale	12/24/1998	N	$150		$100	$200	Combination - On/Off/Sunday $2,450	N/A		$200

Club Membership	3/16/2004	N	$300/200 or less:$500/201-500:$650/501-1,000: $800/1,001-2,000: $1,000/2,001-4,000: $2,000/4,001-6,000: $3,000/6,000 or more per State Statute 340A.408		$500	N/A	N/A	$300/200 or less:$500/201-500:$650/501-1,000: $800/1,001-2,000: $1,000/2,001-4,000: $2,000/4,001-6,000: $3,000/6,000 or more	N/A	$300/200 or less:$500/201-500:$650/501-1,000: $800/1,001-2,000: $1,000/2,001-4,000: $2,000/4,001-6,000: $3,000/6,000 or more
Taproom	5/7/2013	Y			$500/license + $100/Sunday + $100/investigation fee	$500 + $100 Investigation fee	N/A	$375	N/A	$400 + $200 for On-Sale Sunday
Distilleries/Off Sale Spirits										
Off Sale Small Brewer		N/A			N/A	$310	N/A	N/A		$240
MISCELLANOUS										
Filling Station	11/10/1998	Y			$100 per station	N/A	N/A		N/A	$35 per pump
Bulk Plant	11/10/1998	Y			$100 each	N/A	N/A		N/A	$95 > 25,000 gallons $35 < 25,000 gallons
Garbage Hauler	5/17/1982	Y			$50/per truck $25/per scooter	$50	N/A		N/A	
Hotel/Motel		N/A			N/A	N/A	N/A		N/A	$65/year
Food Trucks	5/19/2015	N	Needs discussion		$500	$300/mobile vending	(Transient Merchant) $150		N/A	
Junk Dealers	7/8/2016	Y			$50	N/A	N/A		$200	$95
Pawn Broker	11/10/1997	Y			$150/license $50/investigation	$150	$150	$150	N/A	$185
Peddler, Solicitor	6/2/1987	Y			$200	$200	$150	$100	N/A	$280/60 days
Retail License		N/A			N/A	N/A	N/A	N/A		$560
Roller Skating Rink	11/16/1999	Y			$25	N/A	N/A	N/A	N/A	$50
Auto Salvage		Y			$25	N/A	$100	N/A		
Second Hand Automobile	11/10/1998	Y			$50 per lot	N/A	N/A	N/A	N/A	$65
Second Hand Goods	9/20/2005	Y			$500/Class A License $300/Class B	N/A	N/A	N/A	N/A	$95
Taxi Cab	11/10/1998	Y			$40 per unit	$50/year per applicant	N/A	$25 per vehicle +$30 per driver	$50 + $25 each vehicle	$95 + $20 per driver + $35 per vehicle
Theater	11/16/1999	Y			$25 per year	N/A	N/A	N/A	N/A	$175
Tobacco	3/16/2004	Y			$75 per year	$200	$75	$140	$100	$85
Vending Vehicles	7/6/2016	N	OBSOLETE		$75	$300		$100	N/A	
Transient Merchant	6/2/1987	Y			$200	$200	$150	$100		
Massage License		N/A		N/A	N/A	N/A	N/A	$50/individual: $150/business	N/A	$120/year

Assessment Search	7/5/1995	N	$10		$5	$15		$10	N/A	N/A	$25	
Council Filings		Y			$5	$15		N/A	N/A	N/A	N/A	
Special Meeting Fee	---	Y			$100/Planning $250/Planning	$300	$400	N/A	N/A	$20 per day	$1,000 Special Meeting with Joint Planning Board/City of Bemidji and Northern Township	
NSF Checks		N	$20		$9	$29		$30	$30	$25	$30	
City Hall / Conference Room Rental Fee	----	N/A			N/A	N/A		N/A	N/A	$20/per day	$40/evenings	
ANIMALS												
Dog License	7/6/2016	Y			$15/spayed neutered - $20 if not	$7		N/A	$20	Per two years:$10/spayed/neutered - $20 if not: No charge for senior citizens	$10/spayed or neutered: $25 if not	
Repl Dog License Tag	7/6/2016	Y			$2.50	N/A		N/A	N/A	N/A	$0.50	
Impound Fee Dog or Cat	7/22/2008	Y			Fee issued by Animal Control $100 (states $200 in 900.37)HART Impound Fee $30 HART quarantined animal $50 day/10 day minimum	$40 + $16.50 per day		N/A	$75 + $12/day-1st time $115 + $15/day-2nd time	N/A	$40 + $10/day daily care each	
Animal Feces Fine	7/22/2008	Y			$75.00	N/A		N/A	N/A	N/A	N/A	
Dangerous Dog		Y			See above	$50 per day		N/A	$500 registration fee	$200	$60.00	
Kennel License	7/6/2016	Y			$35	N/A		N/A	$75	$35		
Chicken Permit	4/17/2017	Y			$40	N/A		N/A	N/A	$20/two years		
Beekeeping Permit	4/17/2017	Y			$40	N/A		N/A	N/A	N/A		
FIRE	Date Last Reviewed					See Brainerd Fees		See Brainerd Fees				
										Usage Rates: Aerial Truck $375/hour; NFPA>1,000 GPM Pumper $275/hour; Tanker $200/hour; Rescue Truck $200/hour; Wildland Truck $150/hour; Personnel $15/hour per person; Standby/half the per hour rate		
Install/Remove Fire Suppression	3/16/2015	Y			$100						N/A	
Install/Remove Fire Alarm,Monitoring,Related Systems	3/16/2015	Y			$100				$50		$75 + $1 per detection device	
Install/Remove Under/Above Ground Tanks	3/16/2015	Y			$100						N/A	
Install Spray Booths/Areas	3/16/2015	Y			$100						N/A	
Install Smoke Removal Systems	3/16/2015	Y			$100						N/A	

Storage of Explosives,Powder,Agents	3/16/2015	Y			$100									$75
Use of Explosives	3/16/2015	Y			$100									See Pyro
Fireworks Sales,Displays, Pyro	3/16/2015	Y			$100		$100/year/location			$50/Fireworks display: $100 In-Store Firework License fee: $350/Tent Fireworks License fee				$100 + $75/license
DayCare,FosterCare,Adult Facilities Initial Licensure @ Property	3/16/2015	Y			$50							$25/per provider background check on daycare		$50/first two visits $50/per add'l visit
Fire Extinguisher Training	3/16/2015	N	$5/PP up to $250		$5/PP up to $100					N/A		N/A		N/A
Carnivals/Fairs	3/16/2015	Y			$100							Fun House Rental $150/first day: $50/ea.add'tl day		N/A
Exhibition/Trade Shows	3/16/2015	Y			$100									N/A
Temp Membrane Structures,Tents,Canopies	3/16/2015	Y			$100					$50				N/A
FireWatch;Per Hour Per Firefighter	3/16/2015	Y			$100							See Usage Rates		$45/standby $45/operating
FollowUp Fire Safety Inspection after Annual Fire Safety Inspection & First FollowUp Annual Fire Safety Inspection	3/16/2015	Y			$50							See Usage Rates		$50/per visit all inspections
Requested Annual Fire Safety Inspection,with the First FollowUp Insp @ No Charge	3/16/2015	Y			$100							See Usage Rates		$50/per visit all inspections
False Alarms-3 Same Year	3/16/2015	Y			$100					First-Second Alarm No Charge: Third and + $300		First-Fourth Alarm No Charge		First three - No Charge
False Alarms-4 Same Year	3/16/2015	Y			$150					First-Second Alarm No Charge: Third and + $300		First-Fourth Alarm No Charge		4th-10th Alarm -$50 ea
False Alarms-5+ Same Year	3/16/2015	Y			$250					First-Second Alarm No Charge: Third and + $300		Fifth $100: Sixth $150 per add'l alarm		11th-15th Alarm-$100 ea.: 16+ $150 ea.
Natural Gas Hits if Proper Procedures not Followed	3/16/2015	N	$175/hr billed in full hrs		$100					$400		See Usage Rates		N/A
Emergency Services per Accident/Per Vehicle	3/16/2015	N	$0		$200							See usage rates		$75/standby $150/operating
Rescue Extrication Per Vehicle Per Incident	3/16/2015	N	$0		$500							See usage rates		Do not list extrication
Training Room Rental 4 Hours or Less	3/16/2015	N	$75		$35							N/A		N/A
Training Room Rental 4 to 8 Hours	3/16/2015	Y			$60							N/A		N/A
Birthday Parties (Donation)	6/16/2014	Y			$25					N/A		N/A		N/A
Fire Sprinkler System	4/3/1995	N	$100 + $1 each sprinkler head		$25 + $1 for each sprinkler head/new construction $15 + $.75 for each added sprinkler head/revised system		N/A		N/A	$50		$50/permit fee		$100 + $1 each sprinkler head
Fire Equipment														

Engine (Type 1 - 4 person crew)												See usage rates	$137.50/standby $275/operating
Engine (Type 6 - 2 person crew)												See usage rates	$62.50/standby $125/operating
Tactical Tender (Type 1 - 2 person crew)												See usage rates	$115/standby $230/operating
Aerial Truck (Type 1 - 4 person crew)												See usage rates	$150/standby $300/operating
Heavy Rescue (2 person crew)												See usage rates	$75/standby $150/operating
Water Rescue (Hovercraft or boat)												See usage rates	$50/standby $100/operating
Command Vehicle												See usage rates	$28/standby $28/operating
Airport Standby ARFF Coverage					Call FD							N/A	$70/per flight
PARKS									See Brainerd Fees				
Camping Daily Rate	1/30/2018				$40					N/A		$20/night 7 night max	N/A
Camping Senior Rate	1/30/2018				$35					N/A		N/A	N/A
Campground Off Season	1/30/2018				$25					N/A		N/A	N/A
Tent Site - one night only	1/30/2018				$20 per tent/Max 2					N/A		$10/night 7 night max	N/A
Camp Firewood	1/30/2018				$5		Firewood Permit $25/site			N/A		N/A	N/A
Dump Station (non-guests)	1/30/2018				$5					N/A		N/A	N/A
Keg Beer Permit	1/30/2018				$20					N/A		N/A	N/A
Pavilions/Buildings												$50/day Outdoor Shelter:$150/day Indoor Shelter + $25 deposit	$200/ Building Rental + $300/deposit
Pavilions	1/30/2018				M-F: Lions; Gregory; Kiwanis $45 - Lum; $60	Sat-Sun: Lions; Gregory; Kiwanis $65 - Lum; $80	M-F: $55	Sat-Sun: $80		$15/day		See above	$100 + $200/deposit (refundable)
Park Usage										$100/event			$250/deposit (minimum)
Fields													
Adult Tournament Field Maintenance Fee per Team					The					N/A		$40 per field	N/A
Athletic Field Day Rental	1/30/2018			$25/ excluding Mills Field	$50/Mills Field	Miracle League Field Use N/C handicap/disabled				See Baseball Field Rental		$250/Tournament per day(incl 2 fields):$500/3 day Tournament	$350/Tournament Weekend 2 days: $200/one day: Deposit $200(refundable)
Athletic Field Night Rental	1/30/2018			$50/ excluding Mills Field	$100/Mills Field					N/A		N/A	N/A
Field Drying Materials	1/30/2018				At cost per bag					N/A		N/A	N/A
Outdoor Rink	1/30/2018				$15/per hour					N/A		Community Arena $120/per hr with ice	Arena $114/per hour
Warming House										N/A		$50 + $25/deposit	$50 + $100/deposit(refundable)

Food Truck					$50/daily $350/annual					N/A	$20/per event	N/A
Softball Field Rental										N/A	$250/per day(incl 4 fields): $500/3 day tournament	$25/field/game
Baseball Field Rental										$50/per game	$55/per game	$35/field/game
Community Garden Plot										N/A	$20	$20/15'x15': $15/10'x15'
Soccer Field Rental				N/A		N/A		N/A		N/A	$40/per field per day	N/A
Recreational Burning				N/A					N/A	N/A	No charge/Permit: 1st Offense w/out a permit/verbal warning: 2nd Offense/$100: Subsequent/$200 ea.	Open Burning No Charge

Brainerd City Council
Agenda Request

Requested Meeting Date: February 19, 2019

Title of Item: Resolution to Close out Bond Fund 314 and 322

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☐ Approve/Deny Motion ☑ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Connie Hillman	**Department:** Finance
Presenter (Name & Title): Finance Director Hillman	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

Bond Fund 322 has been used to account for the debt service of the General Obligation Refunding Bond Series 2015C, which was issued in part to refund General Obligation Improvement Bonds Series 2007B - Wright Street Extension, Industrial Park Phase IV, Serene Pines/Dal Mar are a few of the projects funded with the original issue. The last payment was made February 1, 2018. There is a cash balance of $6,174.85 in Fund 322

Bond Fund 314 has been used to account for the debt service of General Obligation Improvement Refunding Bond Series 2011B which refunded the GO Improvement Bond Series of 2003A, 2003B, and 2004A - Riverside Drive, Brainerd Oaks, Norgaard Frontage Road, Wonderland Park Utilities and Laurel Street Restoration are a few of the projects funded with the original bond issues. The final payment for bond series 2011B was made February 1, 2019. The current cash balance in Fund 314 is $51,628.55.

Alternatives, Options, Effects on Others/Comments:

Historically, when a bond issue has been paid off, if there is a deficit, the City has transfered funds from the General Fund to close it, and if a positive balance, transfered the funds to Fund 400 to be used for equipment and facilities.

The balance in fund 322 was negative after the 2/1/18 bond payment was made, and now has a positive balance as a result of the 2018 sales of land from the HRA to Paxmar.

Recommended Action/Motion:

Approve the attached resolution transferring certain funds to and from sinking funds.

Financial Impact:

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

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

Is this budgeted? ☐ Yes ☐ No

Please Explain:

R E S O L U T I O N
NO. __:19

RESOLUTION RELATING TO FINANCE
TRANSFERRING CERTAIN FUNDS TO AND FROM SINKING FUNDS

BE IT RESOLVED by the City Council of the City of Brainerd, Crow Wing County, Minnesota (City) as follows:

Section 1. Background: Findings.

1.01 The City maintains Sinking Fund No. 322 (Fund 322) for the purpose of paying bonded indebtedness for the City's General Obligation Improvement Refunding Bonds portion of Series 2015C.

1.02 The bonds have been paid off February 1, 2018, and the balance in Fund 322 is a positive $6,174.85.

1.03 The City maintains Sinking Fund No. 314 (Fund 314) for the purpose of paying bonded indebtedness for the City's General Obligation Improvement Refunding Bonds, Series 2011B.

1.04 The bonds have been paid off February 1, 2019, and the balance in Fund 314 is a positive $51,628.55.

Section 2. Transfer: Authorizations.

2.01 A sum of $51,628.55 is to be transferred from Fund 314 to Fund 400 to bring the fund balance in Fund 314 to $0.

2.02 Any future special assessment revenues from Fund 314 will be deposited into Capital Projects Fund No. 400.

2.03 A sum of $6,174.85 is to be transferred from Fund 322 to Fund 400 to bring the fund balance in Fund 322 to $0.

2.04 Any future special assessment revenues from Fund 322 will be deposited into Capital Projects Fund No. 400

2.05 The City Administrator is authorized and directed to make the appropriate transfer of funds and adjustments to the fund balances in Sinking Funds 314, and 322, and the Capital Projects Funds No. 400.

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

CITY OF BRAINERD
SAFETY AND PUBLIC WORKS COMMITTEE
AGENDA

February 19, 2019
City Council Chambers
7:00 PM

1. Improvement 19-01 – NW 4th Street Improvements Cost Share Agreement with Crow Wing County

2. Improvement 19-01 – NW 4th Street Improvements Geotechnical Exploration Proposal

3. Improvement 19-02 – Cuyuna Lakes State Trail Brainerd Segment – Professional Services Proposal

4. Improvement 19-05 – 2019 Pavement Marking Cost Share Agreement with Crow Wing County

5. Notice of Hearing – Annual Municipal Separate Storm Sewer System (MS4) Stormwater Presentation and Public Hearing

Brainerd City Council
Agenda Request

Requested Meeting Date: February 19, 2019

Title of Item: Improvement 19-01 - NW 4th Street Improvements Cost Share Agreement

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering
Presenter (Name & Title): City Engineer Sandy	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

Attached to this request is a draft cost share agreement between the City of Brainerd and Crow Wing County for the improvements on NW 4th Street to be constructed in 2020.

Alternatives, Options, Effects on Others/Comments:

As you may recall from previous meetings, the City was awarded $800,000 in Local Road Improvement Program funds for the improvements to NW 4th Street including a roundabout at Jackson Street, a constructed median through James Street, and a separated paved trail on the east side of NW 4th Street. Per the attached agreement, the respective splits of costs for the construction of the project have the City paying approximately 32.4% of the estimated construction costs and the County paying approximately 67.6% of the estimated construction costs. All of the project costs including construction and engineering, along with the respective LRIP funds were split in the agreement according to these splits. The storm sewer modifications and treatment costs will be split 50/50, and the right-of-way costs will be considered a 100% City cost. With the splits according to the agreement taken into consideration, the total estimated City cost per the agreement are $154,130 and the total County cost per the agreement is $276,720. These numbers are bound to change a little once project development takes place and the project becomes more refined. You will notice on the agreement that the City State Aid project number has not been determined yet. It has been requested, but staff has not received this number as of the date of this agreement. the number will be filled in once it is received by staff, and then will be executed upon Council approval.

Recommended Action/Motion:

Staff recommends approval and execution of the attached Construction Cost Share Agreement for Improvement 19-01 - NW 4th Street Improvements with Crow Wing County.

Financial Impact:

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

What is the total cost, with tax and shipping $ $154,130

Is this budgeted? ☑ Yes ☐ No

Please Explain:

CONSTRUCTION COST SHARE AGREEMENT
BETWEEN CROW WING COUNTY, MN AND THE CITY OF BRAINERD, MN
FOR COUNTY STATE AID HIGHWAY (CSAH) 20 RECONSTRUCTION
BETWEEN TH 210 AND JACKSON STREET
COUNTY PROJECT NUMBER S.A.P. 018-620-012
CITY PROJECT NUMBER S.A.P. ??????????

This Agreement is made and entered into this day of _____, 2019, by and between the County of Crow Wing, State of Minnesota, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County", and the City of Brainerd, a municipal corporation under the laws of the State of Minnesota, 501 Laurel St., Brainerd, MN 56401 hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the City and County worked together to develop an application for specialty funding through the Local Road Improvement Program (LRIP) for CSAH 20 (a.k.a NW 4th Street) between TH 210 and Jackson Street, and

WHEREAS, the City was notified that the project was selected to receive $800,000 of LRIP funding towards installing a center median, TH 210 signal modifications, constructing a roundabout at Jackson Street and other associated improvements, and

WHEREAS, the parties mutually agree that the aforementioned project be completed as soon as possible;

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of constructing project S.A.P. 018-620-012 and S.A.P. (city project #?). This agreement identifies funding responsibilities and also future responsibilities upon project completion. Attachment A (estimate) is considered a part of this agreement.

II. Duties

A. Design and Construction

For the project, the City shall provide all design-engineering services unless otherwise stated in this agreement. The City shall provide all construction-engineering services, with the County being responsible for its share of design engineering/project development as identified in Attachment A. Attachment A is an estimate and final costs will be determined upon project completion. The City shall do the calling for all bids and the acceptance of all bid proposals and shall enter into a construction contract as the “owner” for purposes of the project.

DRAFT

B. Property Acquisition

The City shall be responsible for acquiring property needed for the proposed project. This includes identifying needs, acquiring property, creating documents and finalizing the process. The estimated costs are included in Attachment A.

C. Inspection and Approval

The City shall provide construction inspection and staking for the project and approval for acceptance of the work as it is completed. The County shall also be available to inspect any items the County is cost sharing in and notify the City of any concerns that arise during or after completion of the Project. Approval of the completed construction shall be completed by the City and the County.

III. COSTS

A. Project Costs

The project costs identified in this agreement are based upon current estimates. Attachment A identifies the agreed upon cost share quantities and estimated costs. Actual final costs for each agency will be determined by actual final quantities. The LRIP funding will be shared by each agency based upon their percentage of the construction cost share. An amount of $800,000 of LRIP funding has been identified for this project.

B. SUMMARY OF ESTIMATED COSTS - The estimated construction and engineering costs of the projects are shown in Attachment A and summarized as follows:

Estimated City Construction Costs	$311,675 (32.4% of total)
Estimated City Engineering Costs	$79,655 (32.4% of eng. proposal)
Estimated City Right of Way Costs	$22,000
Total estimated City Costs	$413,330
Estimated City LRIP Funding	-$259,200 (32.4% of LRIP)
Estimated City Final Costs	$154,130
Estimated County Construction Costs	$651,325 (67.6% of total)
Estimated County Engineering Costs	$166,195 (67.6% of eng. proposal)
Total estimated County Costs	$817,520
Estimated County LRIP Funding	-$540,800 (67.6% of LRIP)
Estimated County Final Costs	$276,720

C. RIGHT-OF-WAY ACQUISITION COSTS – The City will fund the Right-of-Way acquisition and finalize the right-of-way acquisition process as stated in Section II.B above. These costs are identified in Attachment A.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

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V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed pursuant to law. Upon project completion, a final cost accounting will be performed totaling costs related to the Project. An invoice will be prepared by the City and submitted to the County. The County shall reimburse the City within 30 days of receipt of invoice.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the City and County in conformity with State law.

VII. ACCOUNTABILITY

An accounting shall be made of all receipts and disbursements upon request by either party.

VIII. TERMINATION

This Agreement shall terminate upon completion of all obligations of the parties under this Agreement. This Agreement may be terminated prior to completion by either party only for breach of this Agreement or by mutual consent of the parties.

IX. MAINTENANCE

The maintenance of the in-place, rehabilitated and proposed storm sewer system including manholes, catch basins, catch basin leads, trunklines and detention basins (including ponds and their outlet structures) on the Project shall be the responsibility of the City. Routine maintenance is considered all procedures required to keep the system in working order as designed. Future rehabilitation of pipes and structures shall be the responsibility of the County and City dependent upon the road jurisdiction at that time.

The City shall be responsible for all maintenance and future costs of the sidewalk/trail system and for general maintenance of the interior of the roundabout intersection. Any appurtenances, structures, landscaping, etc. to be placed within the interior of the roundabout shall have prior authorization from the County. The maintenance, power costs and future locating of any street lighting will be the responsibility of the City. The City shall be responsible for vegetation control adjacent to any sidewalk/trail systems and within the interior of the roundabout.

Upon project completion, typical maintenance procedures (snow and ice control, surface preservation/rehabilitation, signing, etc.) shall be the responsibility of the appropriate road authority.

X. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Office of the Crow Wing County Highway Department, 16589 CR 142, Brainerd,

DRAFT

MN 56401, on behalf of the County, and the City of Brainerd, 501 Laurel St., Brainerd, MN 56401, on behalf of the City.

XI. INDEMNIFICATION

To the extent allowed by law, the City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

DRAFT

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF CROW WING

By: _____
Robert Hall
Crow Wing County Assistant Engineer

Dated: _____

CITY OF BRAINERD

By: _____
Edwin Menk, Mayor
City of Brainerd

Dated: _____

BOLTON & MENK

Real People. Real Solutions.

Preliminary Cost Estimate

City of Brainerd & Crow Wing County
4th Street (CSAH 20)
November 2017

	Item	Unit	Unit Cost High	Quantity High	Total Project Cost Estimated Cost High	Notes:
1.0	**Removals**					
1.01	REMOVE CURB AND GUTTER	LF	$ 5.13	2542	$ 13,044	
1.02	REMOVE CONCRETE WALK AND DRIVEWAY	SF	$ 1.94	2173	$ 4,208	
1.03	SAWING BITUMINOUS PAVEMENT FULL DEPTH	LF	$ 4.24	432	$ 1,834	
1.04	MILL BITUMINOUS SURFACE (5")	SY	$ 3.92	10049	$ 39,374	
1.05	DRAINAGE REMOVALS	LS	$ 11,097	1	$ 12,000	[~ 560' in project area x 12$ per LF] + [6 x $365/Structure]
					$ 70,000	
2.0	**Roadway**					
2.01	COMMON EXCAVATION	CY	$ 13.37	1590	$ 21,258	
2.02	RECYCLED AGGREGATE BASE MATERIAL (12" roadway, 8" walk/trail)	CY	$ 6.37	1126	$ 7,173	
2.03	5" BITUMINOUS (roadway)	TON	$ 63.22	2121	$ 134,105	
2.04	3" BITUMINOUS (trail)	TON	$ 73.97	257	$ 19,018	TYPE SP 9.5 (3/C)
2.05	4" CONCRETE (medians)	SF	$ 5.69	12700	$ 72,241	
2.06	8" CONCRETE APRONS (roundabouts)	SY	$ 83.03	301	$ 25,009	
2.07	CONCRETE CURB & GUTTER DESIGN B612	LF	$ 39.11	517	$ 20,214	
2.08	CONCRETE CURB & GUTTER DESIGN B624	LF	$ 26.83	4778	$ 128,212	
2.09	CONCRETE CURB & GUTTER DESIGN S524	LF	$ 41.84	269	$ 11,253	
					$ 438,000	
3.0	**Sidewalks/Driveways**					
3.01	6" CONCRETE WALK (ped ramps)	SF	$ 9.34	2630	$ 24,553	
3.02	TRUNCATED DOMES	SF	$ 54.78	488	$ 26,749	Assumed 20SF per location
3.03	4" CONCRETE WALK	SF	$ 5.69	348	$ 1,980	
3.04	6" CONCRETE PAVEMENT (driveways)	SY	$ 62.54	85	$ 5,314	
					$ 59,000	
4.0	**Traffic Signals**					
4.01	SIGNAL RETROFIT (TH 210)	LS		1	$ 95,000	
					$ 95,000	
5.0	**Lighting**					
5.01	LIGHTING STRUCTURES	LS		2	$ 72,000	assumed 10 new lights @ $6k per piece (at roundabout)
					$ 72,000	
6.0	**City Utilities**					
6.01	WATERMAIN	LS		1	$ -	
6.02	SANITARY SEWER	LS		1	$ -	
					$ -	
7.0	**Storm Sewer**					
7.01	STORM SEWER & TREATMENT	LS		1	$ 125,000	Assumes new storm structures, connection to existing system
					$ 125,000	and potential ponding requirements
7.0	**Traffic Signing and Striping**					
7.01	SIGNS AND PAVEMENT MARKINGS	%	3%	-	$ 26,000	Assumed 3% of Construction Cost
					$ 26,000	
8.0	**Turf and Erosion Control**					
8.01	TURF ESTABLISHMENT AND EROSION CONTROL	%	3%	-	$ 26,000	Assumed 3% of Construction Cost
					$ 26,000	
9.0	**Other Misc. Removals**					
9.01	MISC. REMOVEVALS	%	5%	-	$ 44,000	Assumed 5% of Construction Cost
					$ 44,000	
10.0	**Other Misc. Items**					
10.01	OTHER MISC. ITEMS	%	10%	-	$ 87,000	Assumed 10% of Construction Cost
					$ 87,000	
11.0	**Mobilization/Traffic Control**					
11.01	MOBILIZATION	%	5%	-	$ 44,000	Assumed 5% of Construction Cost
11.02	TRAFFIC CONTROL	%	5%	-	$ 44,000	Assumed 5% of Construction Cost
					$ 88,000	
TOTAL CONSTRUCTION COST					**$1,130,000**	
12.0	**Propoerty Acquisitions**					
12.01	RIGHT OF WAY ACQUISITIONS	LS	$ 34,000	1	$ 34,000	
					$ 34,000	
13.0	**Project Development and Delivery**					
13.01	PROJECT DEVELOPMENT AND DELIVERY	%	20%	-	$ 226,000	20% Project Delivery
					$ 226,000	
TOTAL PROJECT COST					**$1,390,000**	

Notes:

The aggrerate remaining from MILLED BITUMINOUS SURFACE (1.04) should be used for RECYCLED AGGREGATE BASE MATERIAL (2.02). Cost associated with 2.02 is for moving and placing material. Excess material should be the responsibility of the contractor

BOLTON & MENK

Real People. Real Solutions.

7656 Design Road
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

December 21, 2018

City of Brainerd
Attn: Mr. Paul Sandy, PE - City Engineer
501 Laurel Street
Brainerd, MN 56401

RE: Proposal for Professional Engineering & Surveying Services
NW 4th Street/CSAH 20

Dear Mr. Sandy:

Thank you for allowing Bolton & Menk, Inc. to provide you with this proposal for engineering, surveying, and construction inspection services in support of the City of Brainerd's NW 4th Street (Crow Wing County CSAH 20) Reconstruction Project. This proposal is based on our recent meetings with the City, Crow Wing County, and MnDOT District 3 staff. As a part of this proposal, we have described our project understanding, detailed our proposed scope of work, and itemized our estimated fees.

Project Understanding

This project will provide professional engineering and surveying services for the reconstruction of NW 4th Street (CSAH 20) from Jackson Street to Washington Street (MN 210). The project will provide improvements to balance mobility, access and non-motorized uses along the roadway.

Existing public utilities along the corridor include watermain, storm sewer and sanitary sewer lines. It is our understanding that the City is not planning for improvements to the sanitary sewer and watermain system within the corridor. However, the City may have some abandoned watermain service lines addressed during the project. The existing storm sewer will be modified in accordance with the proposed alignment changes.

Funding for the improvements is expected to include Local Road Improvement Program grant funds, City of Brainerd funds, and funds from Crow Wing County. We understand that no special assessment proceedings are anticipated.

Bolton & Menk is prepared to begin the topographic survey and preliminary engineering services after the City Council approves the contract, anticipated approval at the January 7, 2019 City Council Meeting.

Scope of Work

Our scope of work includes two phases: Phase 1 – Project Coordination/Public Engagement & Topographic Survey, and Phase 2 – Final Design, Bidding Assistance, Construction Staking, Inspection, Testing, and Permitting. We have itemized the anticipated tasks for each Phase. These tasks include the following:

Task 1: Topographic Survey, Mapping and Easement Acquisition

The Bolton & Menk team intends to operate as an extension of Brainerd City staff, with close coordination between the City's project manager and the project team maintained at all time.

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Name: Paul Sandy, City Engineer
Date: December 21, 2018

Subtask 1.1 Topographic Survey and Mapping
Description: Establish horizontal control based on Crow Wing County Coordinates and establish vertical control utilizing City benchmarks. Gather pertinent field information on City infrastructure, adjacent buildings, right-of-way, contours, private utilities, etc. Underground utility information will be located and illustrated per available as-builts, field markings, and private utility map information facilitated through Gopher State One Call. Structure reports will also be completed for storm located manholes and catch basins. Past construction plans from the City and Crow Wing County for the improvement corridor will be utilized during preliminary design prior to the intersection being reconstructed. A topographic base map will be created identifying existing ground and utility features in electronic format. Right-of-way and property lines will be illustrated based on determinations made from found monuments and record documents. This base map will be utilized as the basis and background for preliminary engineering and final design.

Subtask 1.2 Easement Acquisition
Description: Prepare an estimated three to four easement exhibits and descriptions for City use in acquiring easements at the Jackson Street and NW 4th Street intersection and potentially at the intersection of NW 4th Street and Washington Street. Ownership and Encumbrance Reports will be obtained from a local title company to verify ownership and interests in the affected properties. Field crews will field mark proposed easement locations for City and County review.

Task 1 Deliverables: Corridor Basemap, Easement Acquisition Information.

Task 2: Project Coordination and Public Engagement

Proactive and effective project management is critical for successful completion of the study, resulting in full partnership support. Our approach is to lead this project through consistent communication, firm schedules, and established milestones. We will schedule all meetings, complete all agendas, maintain meeting records, and offer regular updates on next steps and upcoming study requirements.

Subtask 2.1 Project Management Activities
Description: Coordinate project management activities including: project monitoring, progress reports, coordinating specific staff assignments and establish project schedule indicating critical dates, milestones, and deliverables.

Subtask 2.2 Project Management Team (PMT) Meetings
Description: Facilitate regular PMT meetings, including a project kick-off meeting, with City staff to discuss status of the project, including issues, schedule, and other coordination items. We have estimated four (4) PMT meetings for the project.

Subtask 2.3 Quality Control Reviews
Description: Quality Control reviews will be conducted to ensure that Bolton & Menk's internal protocols for quality production and delivery are appropriately applied and adhered to.

Subtask 2.4 Public and Agency Involvement
Description: Our team will provide meeting materials and graphics along with a staff member to discuss traffic operations/safety findings for one public open house meeting. We also expect presentation materials and additional coordination may be needed to assist the City and County in advance of stakeholder and property owner meetings.

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Subtask 2.5 Utility Coordination
Description: Bolton & Menk will send design plans to utility owners for relocation planning and coordination at the 50% and 95% plan levels. Further correspondence and coordination with utility owners may be necessary to understand and resolve potential issues. Bolton & Menk will prepare for and facilitate two utility coordination meetings with public and private utility owners.

Task 2 Deliverables: Schedule Updates, Monthly Invoices and Progress Reports, Meeting Agendas, Meeting Minutes

Task 3: Final Design & Plan Preparation

Final design builds on the information developed during the corridor study and includes the preparation of the final set of construction drawings and specifications. Final design consists of finalizing roadway, pedestrian/bike facilities, storm sewer, landscape, traffic, and signage plans complete with detailed notes. It is our understanding that no improvements are planned for the sanitary sewer or watermain facilities within the project scope. Final design also includes completing the specifications and necessary bidding documents. Final design and plan preparation will adhere to MnDOT State Aid for Local Transportation and plans will be submitted to State Aid for review.

Subtask 3.1 Roundabout and Corridor Design
Description: Finalize corridor layout and drafting to be utilized for the improvements roadway design & plans include:

- Final design & drafting of typical cross-sections and standard details to be utilized for improvements
- Final design of grading limits and details for properties adjacent to the corridor.
- Plan & profiles, including: stationing, offsets, and notes necessary for bidding and construction.
- Final design and drafting of construction staging plans.

Subtask 3.2 TH 210 Intersection Improvements
Description: Finalize intersection modifications dependent upon City of Brainerd and MnDOT direction including ADA requirements and radius changes if directed. Our scope assumes that no physical changes will be made to the location of signal posts and does not include services to relocate signal post locations or incorporate other traffic channelization changes on the southeast corner of NW 4th Street and Hwy 210. If directed by MnDOT and approved by the City of Brainerd, we would provide those services for an approved supplemental fee.

Subtask 3.3 ICE Report (Jackson Street) & ICE Letter (TH 210)
Description: Bolton & Menk will assess the proposed improvements at each intersection and determine the necessary documentation required to justify the implementation of the roundabout at Jackson Street and signal modifications at TH 210. We expect to complete an ICE report for Jackson Street and ICE letter for TH 210 for submission to the City, County, and MnDOT.
Subtask 3.4 Storm Sewer Design and Stormwater Pollution Prevention (SWPPP)
Description: A storm sewer design and SWPPP/erosion control plan will be developed with strict guidelines for the contractor to follow. Attention will be given to preventing sediment from leaving the site via truck traffic, untreated runoff entering storm sewer, and dust control.

Subtask 3.5 Traffic Control & Staging Plans
Description: Final design and drafting of traffic control, staging plans, and permanent corridor signage and pavement marking.

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Subtask 3.6 Construction Cost Estimate
Description: Prepare tabulation sheets for inclusion in the plan set, along with final quantities to be included in bidding documents and for development of an engineer's estimate.

Subtask 3.7 Final Plan Design & Approval
Description: Submit final plans for review and approval by the City, County, and State Aid.

Task 3 Deliverables: Final Signed Construction Plans and Specifications, Final Permit Applications, Engineer's Estimate

Task 4: Bidding Assistance

This task includes leading the advertising, bidding, and project award activities in accordance with the City of Brainerd and State Aid Requirements.

Subtask 4.1 Advertisement of Bid & Award Recommendation
Description: Prepare advertisement of bid, submit advertisement for bid to QuestCDN for online bidding, respond to bidder questions, issue Addenda as may be warranted, and attend bid opening. Prepare the bid abstract and make a recommendation of award to the City based on the bids received.

***Task 4 Deliverables*:** Advertisement for Bid, Bid Tabulation, Award Recommendation Letter.

Task 5: Construction Inspection and Staking

This task includes leading the construction inspection and staking activities in accordance with the City of Brainerd and State Aid Requirements.

Subtask 5.1 Construction Management and Inspection
Description: Provide a mix of full time and part time construction observation services (500 hours assumed for inspector) to provide plan clarification, verify construction work, record field work completed, and track construction quantities for subsequent payment preparation, review, and approval by the City of Brainerd. As part of our services, we would use MnDOT Laboratory Services and supplement as necessary with Braun Intertec to provide materials testing services. We intend to coordinate these services on behalf of the City but would have the City direct billed for associated costs for MnDOT or Braun services if preferred by the City.

Subtask 5.2 Construction Staking
Description: Provide field staking for construction of the proposed improvements on both a scheduled and as requested basis to assist with construction progress. Crews will provide staking for construction limits, Right of Way/easements, storm sewer, street grading, roadway alignments, roundabout layout and light poles.

Subtask 5.3 Post Construction Record Drawings
Description: Prepare record drawing using field located and surveyed coordinates after construction.

***Task 5 Deliverables*:** Preconstruction Meeting Facilitation and Minutes, Construction Staking Notes, Construction Observation Information, Preparation of Pay Estimates, As Construction Record Drawings.

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Name: Paul Sandy, City Engineer
Date: December 21, 2018

Estimate of Fees

Estimated fees for Phase 1: Project Coordination, Public Engagement, and Topographic Survey services are as follows:

Topographic Survey, Mapping, Easement Acquisition	*$ 19,469*
Project Coordination and Public Engagement	*$ 16,767*
Phase 1 Total:	***$ 36,236***

Estimated fees for Phase 2: Preliminary Design & Layout, Final Design and Plan Preparation, Bidding Assistance, and Construction Inspection and Staking are as follows:

Final Design and Plan Preparation	*$100,554*
Bidding Assistance	*$ 4,452*
Construction Inspection and Staking	*$ 92,042*
Phase 2 Total (Engineering, Bidding & Inspection):	***$197,048***
Geotechnical Evaluation (Braun subconsultant)	*$ 3,965 (quote)*
Owner & Encumbrance (Local Title Company)	*$ 600 (quote)*
Permit Fees	*$ 500 (budget estimate)*
Material Testing Expenses (MnDOT and Braun)	*$ 7,500 (budget estimate)*
Phase 2 Total (Permitting and Testing):	***$ 12,565***
Total Estimated Services Cost	***$245,850***

These fees for these individual tasks are estimates. Bolton & Menk proposes our services on an hourly basis for a not to exceed hourly fee of **$233,284**. We estimate budgetary project expenses for geotechnical services, Ownership and Encumbrance Title reports, permit fees, and material testing in the amount of about **$12,565**. We can have those directly billed to the City for payment or reimbursed by the City, depending upon the City's preference.

The primary Bolton & Menk team for this project includes the following people:

Principal in Charge	Phil Martin, PE	Transportation Engineer	Jacob Bongard, PE
Design Lead	Bryan Drown, PE	Project Surveyor	Zac Zetah, LS
Design Engineer	Alex Voit, PE	Field Surveyor	Josh Anderson

Thank you for the opportunity to provide you with this proposal for professional services. We look forward to providing these professional services to the City of Brainerd and appreciate your consideration of Bolton & Menk, Inc. Please contact me at 218-821-7265 or via email at Phillip.Martin@bolton-menk.com if you have any questions, need additional information, or wish to discuss this proposal.

Sincerely,

Bolton & Menk, Inc.

Phillip M Martin, PE
Principal Engineer

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Brainerd City Council
Agenda Request

Requested Meeting Date: February 19, 2019

Title of Item: Improvement 19-01 - Geotechnical Exploration Proposal

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering
Presenter (Name & Title): City Engineer Sandy	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

Attached to this request is a proposal for geotechnical investigation from Braun Intertec as it relates to Improvement 19-01 - NW 4th Street Improvements

Alternatives, Options, Effects on Others/Comments:

Geotechnical evaluations are completed to characterize subsurface geological conditions at selected sites on the project to get information for the design and construction of the proposed roadway. This is typically done through penetration test borings, groundwater analysis, sample review, laboratory testing, and boring logs. A report is completed by the geotechnical engineers and is usually included in the plans. This not only help the engineer design and construct the roadway, but it also helps contractors who bid on the project to know what to expect under the ground. Getting these services is of great value to all projects and helps identify and classify soil types or groundwater that may post issues to the project design or construction. Braun Intertec's lump sum cost for this work is $3,965, which will be subject to the cost share agreement as presented earlier in the meeting.

Recommended Action/Motion:

Staff recommends approval of the attached scope of services from Braun Intertec for geotechnical evaluation as it relates to Improvement 19-01 - NW 4th Street Improvements.

Financial Impact:

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

What is the total cost, with tax and shipping $ $3,965

Is this budgeted? ☑ Yes ☐ No

Please Explain: These services were estimated as part of the Bolton and Menk professional services and are part of the total engineering cost proposed by Bolton and Menk of $245,850.

Braun Intertec Corporation
3900 Roosevelt Road, Suite 113
Saint Cloud, MN 56301

Phone: 320.253.9940
Fax: 320.253.3054
Web: braunintertec.com

February 11, 2019 Proposal QTB090601

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

Re: Proposal for a Geotechnical Evaluation
4th Street NW Reconstruction
TH 210 to Jackson Street
Brainerd, Minnesota

Dear Paul:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the road reconstruction at the referenced site.

Our Understanding of Project

Per the proposal request from Bolton & Menk, the project will include reconstructing the existing bituminous-surfaced roadway and constructing a new roundabout at its intersection with Jackson Street.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the roadway.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

Drilling services will be performed by Braun Intertec Drilling, LLC, a subsidiary of Braun Intertec Corporation. Based on conducting the borings within the existing roadway, it appears that the borings are accessible to a truck-mounted drill rig.

Tree clearing, debris or obstruction removal, grading of navigable paths, and snow plowing are not included in our scope of services.

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references

AA/EOE

appropriate for this project, or give us contact information for the consultant that might have such information.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill 3 standard penetration test borings for the project, extending them to a depth of 10 feet each. Standard penetration tests will be performed at 2 1/2-foot vertical intervals to the termination depth of the borings.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least 5 feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

Minnesota Well Code requires that environmental wells that are 15 feet deep or deeper be sealed. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the borings. Upon backfilling boreholes, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring surface grades to be re-leveled or bituminous or concrete patches to be replaced. Braun Intertec is not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling and patching long term.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Sample Review and Laboratory Testing

Recovered samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform 2 mechanical analyses (through a #200 sieve only).

Reporting
Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to structure design and performance and prepare a report, including:

- A CAD sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the site conditions that will impact structure design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing structure subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Recommendations for the design of the roadway.

Only an electronic copy of our report will be submitted to you unless you request otherwise. At your request, the report can also be sent to additional project team members.

Cost

We will furnish the services described in this proposal for a lump sum fee of $3,965.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the field exploration can begin within approximately two weeks of written authorization; the field exploration will take 1 day to complete. Sample classification, laboratory testing, engineering analyses and report preparation will likely take an additional two weeks. We will pass along results, however, as they are obtained and reviewed.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule. We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Thayer at 320.980.3187 or sthayer@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION

Steve A. Thayer, PE
Associate Principal/Senior Engineer

Attachment: General Conditions (1/1/18)

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

General Conditions

Section 1: Agreement

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

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

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

Section 2: Our Responsibilities

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

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

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

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

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

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

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

Section 3: Your Responsibilities

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

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

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us*.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances*.

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

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

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

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

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

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

Section 5: Compensation

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

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

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

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

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

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

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

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

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

Section 6: Disputes, Damage, and Risk Allocation

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

6.2 ***Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.***

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

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

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

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

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

Section 7: General Indemnification

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

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

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

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

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

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

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

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

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

Name: Paul Sandy, City Engineer
Date: December 21, 2018

Estimate of Fees

Estimated fees for Phase 1: Project Coordination, Public Engagement, and Topographic Survey services are as follows:

Topographic Survey, Mapping, Easement Acquisition	*$ 19,469*
Project Coordination and Public Engagement	*$ 16,767*
Phase 1 Total:	***$ 36,236***

Estimated fees for Phase 2: Preliminary Design & Layout, Final Design and Plan Preparation, Bidding Assistance, and Construction Inspection and Staking are as follows:

Final Design and Plan Preparation	*$100,554*
Bidding Assistance	*$ 4,452*
Construction Inspection and Staking	*$ 92,042*
Phase 2 Total (Engineering, Bidding & Inspection):	***$197,048***
Geotechnical Evaluation (Braun subconsultant)	*$ 3,965 (quote)*
Owner & Encumbrance (Local Title Company)	*$ 600 (quote)*
Permit Fees	*$ 500 (budget estimate)*
Material Testing Expenses (MnDOT and Braun)	*$ 7,500 (budget estimate)*
Phase 2 Total (Permitting and Testing):	***$ 12,565***
Total Estimated Services Cost	***$245,850***

These fees for these individual tasks are estimates. Bolton & Menk proposes our services on an hourly basis for a not to exceed hourly fee of **$233,284**. We estimate budgetary project expenses for geotechnical services, Ownership and Encumbrance Title reports, permit fees, and material testing in the amount of about **$12,565**. We can have those directly billed to the City for payment or reimbursed by the City, depending upon the City's preference.

The primary Bolton & Menk team for this project includes the following people:

Principal in Charge	Phil Martin, PE	Transportation Engineer	Jacob Bongard, PE
Design Lead	Bryan Drown, PE	Project Surveyor	Zac Zetah, LS
Design Engineer	Alex Voit, PE	Field Surveyor	Josh Anderson

Thank you for the opportunity to provide you with this proposal for professional services. We look forward to providing these professional services to the City of Brainerd and appreciate your consideration of Bolton & Menk, Inc. Please contact me at 218-821-7265 or via email at Phillip.Martin@bolton-menk.com if you have any questions, need additional information, or wish to discuss this proposal.

Sincerely,

Bolton & Menk, Inc.

Phillip M Martin, PE
Principal Engineer

Bolton & Menk is an equal opportunity employer.

Brainerd City Council
Agenda Request

Requested Meeting Date: February 19, 2019

Title of Item: Improvement 19-02 - CLT Brainerd Segment Professional Services

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering
Presenter (Name & Title): City Engineer Sandy	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

Attached to this request is a proposal from SEH for preliminary and construction engineering services as it relates to Improvement 19-02 - 2020 Cuyuna Lakes State Trail - Brainerd Segment.

Alternatives, Options, Effects on Others/Comments:

The agreement between the City of Brainerd and the State of Minnesota was recently executed for $1,100,000. This money is reimbursable for engineering and construction related costs as it relates to the construction of the Brainerd segment of the trail. The cost of the new trail alignment, which has been identified as using the Trunk Highway 210 Corridor from 5th Avenue NE to N 8th Street and Norwood Street from S 8th Street to the Spur Line Trail is $960,000. The existing trail segment from 5th Avenue to Lum Park is estimated to cost $265,000. Both of these numbers contain contingencies. SEH's scope of work consists of project management, public involvement, preliminary and final design services, right-of-way acquisition and railroad agreement support, bidding phase services, and construction services. The proposal also includes a preliminary schedule. The estimated fee for these services as it relates to this project is $278,600. This is for the design and construction engineering as it relates to the existing segment of the trail and the new segments of the trail as outlined on the first page. Staff has consulted with SEH about the existing segment, and we have concluded that the existing segment will be a bid alternate to the new segments. At that time, the council could consider resurfacing and providing ADA upgrades to the existing segment if bid prices are favorable. The other option would be to not construct the existing segment and shelf the plans until funds become available.

Recommended Action/Motion:

Staff recommends approval and execution of the attached proposal from SEH as presented at an estimated cost of $278,600.

Financial Impact:

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

What is the total cost, with tax and shipping $ 278,600

Is this budgeted? ☑ Yes ☐ No

Please Explain: Most costs are reimbursable through the $1,100,000 received through the MnDNR for the engineering and construction of the CLST - Brainerd Segment. Ineligible costs are engineering services related to right-of-way acquisition and the acquisition itself.

Building a Better World
for All of Us®

February 12, 2019

RE: City of Brainerd, Minnesota
2020 Cuyuna Lakes State Trail - Brainerd Segment
Preliminary and Construction Engineering
Professional Services
SEH No. P-BRDMN 141262 14.00

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

Dear Paul:

Thank you for the opportunity to provide professional services to the City of Brainerd (City) for the construction of two (2) new segments of the Cuyuna Lakes State Trail (CLST), and resurfacing and ADA upgrades to one (1) existing CLST segment, all for helping the City further their goal of constructing a continuous CLST segment through Brainerd that connects to the Paul Bunyan State Trail.

SEH has been working with the City over the last year to develop this project, including preparing exhibits and opinions of probable cost in connection with the recently executed Cooperative Agreement between the State of Minnesota and the City of Brainerd. The City has requested a proposal and scope of work to perform management of the overall project, preliminary and final design, permitting, right of way acquisition, railroad agreement support, bidding support, construction administration and observation, and staking for this regional trail construction project in Brainerd, Minnesota.

PROJECT UNDERSTANDING

The City of Brainerd is planning to construct two (2) new segments of the Cuyuna Lakes State Trail (CLST) and resurface and make ADA upgrades to one (1) existing CLST segment in Brainerd, Minnesota in 2020, and is seeking engineering services to develop the construction plans, obtain the regulatory permits, acquire right of way, negotiate railroad agreements, and monitor/document the construction activities. The project limits are understood to be:

- New segment: Along the south side of Washington Street (TH 210) between South 8th Street and 5th Avenue NE ➔ approximately 4,200 linear feet.
- New segment: Along the south side of Norwood Street between South 8th Street and South 11th Street/north terminus of the existing Buffalo Hills Trail ➔ approximately 1,000 linear feet.
- Existing segment: Along the north side of Washington Street (TH 210) between 5th Avenue NE and Lum Park Road ➔ approximately 4,400 linear feet.

The construction plans are to be developed following Minnesota Department of Natural Resources practices and be acceptable to the City of Brainerd. The preliminary opinion of probable construction only cost for the two new trail segments is $960,000 including a contingency. The preliminary opinion of probable construction only cost for the resurfacing and ADA improvements to the existing trail segment is $265,000 including a contingency.

SCOPE OF WORK

Task 1: Project Management:

Project management and administration will be provided for all phases of the project.

- Perform general day-to-day project management and administration. Includes project accounting, invoicing, and record keeping.
- Ongoing coordination, communication, and scheduling – internal and external.
- Project kick-off meeting with City Staff.
- Coordination meetings with City Staff – up to four (4) meetings.
- Project Management Team (PMT) meetings – up to three (3) meetings.
- Project status reports, newsletters – up to four (4).
- Deliverables: Project schedule, progress reports and monthly invoices, and copies of all pertinent Project correspondence.

Task 2: Public Involvement:

An urban reconstruction project like this one requires a proactive public involvement program. We propose a series of two open houses. This approach has worked well for us on similar projects. During our project kick-off meeting we'd identify with the City a preferred outreach program that they would feel most appropriate for the project. Our experience has been the smoother the project goes for the public, the smoother it goes for the owners.

- Conduct public information meeting (PIM#1) during the design phase – up to one meeting.
- Conduct public information meeting (PIM#2) during the construction phase – up to one meeting.
- Deliverables: Attend and facilitate up to two (2) each Open House Meetings with Property Owners/Public.

Task 3: Preliminary & Final Design Services:

Preliminary Design

The goal outcome of this subtask is to arrive at a preferred geometric layout of the trail and storm water improvements to take to property acquisition, railroad agreements, and final design and permitting phases.

- Design Topographic Survey:
  - Field (control work, property irons search, topo survey).
  - Office (Gopher State One Call, create R/W drawing).
- Develop preliminary alignment and plan and profile drawings.
- Develop preliminary typical sections and cross section drawings.
- Develop preliminary storm water design (new trail segments only).
- Identify preliminary right-of-way needs.
- Conduct preliminary private utility meeting – up to one meeting.
- Coordination meetings with City/MnDNR and City/MnDOT – up to two (2) meetings.
- Deliverables: Preliminary Layout Roll Drawing(s) including topo survey, alignments, profiles, preliminary drainage, intersection traffic control, typical sections, cross sections, and preliminary right-of-way/easement requirements (up to one1 printed copy, one electronic PDF copy).

Final Design

The new trail improvements will be designed to meet MnDNR standards with a minimum bituminous paved width of 10 feet. All new trail improvements and curb ramps are expected to comply with the current Americans with Disabilities Act guidelines. It is assumed the trail resurfacing segment will maintain the existing alignment and paved width and not include storm water improvements. Boulevard restoration is anticipated to include either seeding or sod for turf establishment.

- Prepare final construction drawings and project manual (specifications) in accordance with MnDNR standards that include the following sheets as necessary:
    - Title Sheet.
    - Statement of Estimated Quantities.
    - Standard Details, Standard Plates, Standard Plans.
    - Construction Notes.
    - Typical Sections.
    - Tabulations.
    - Traffic Control.
    - Alignment Plan.
    - Existing Conditions and Utilities.
    - Removals.
    - Street and Stormwater Plan and Profile.
    - Stormwater BMP's Plan and Details.
    - Intersection Details.
    - Fencing.
    - Erosion Control and Turf Establishment.
    - Stormwater Pollution Prevention Plan (SWPPP).
    - Signing and Pavement Markings.
    - Cross Sections (new segments only - approximately 50 foot intervals and all driveways).
- Prepare and submit permit applications and sets of plans for regulatory agency review and approval. We understand the City will pay all necessary permit application fees. Anticipated permits include:
    - MPCA NPDES Construction Stormwater.
    - MnDOT Right of Way Permit.
    - MnDOT Limited Use Permit (LUP).
- Prepare Engineer's opinion of probable construction cost.
- Conduct 2nd private utility coordination meeting, if necessary – up to one meeting.
- Plan Submittals:
    - 95% Submittal: Submit 5 sets of 11x17 plans along with supplemental specifications for review and comment by the City. Address Comments.
    - 100% Submittal: After making any revisions to 95% plan, submit a final signed plan and specifications to City and MNDNR. Final submittal will also include an engineer's estimate.
- Deliverables: Up to three paper copies of 11" x 17" drawings and project manual, one electronic PDF.

Task 4: Right of Way Acquisition and Railroad Agreements Support:

It is anticipated that some right of way acquisition may be necessary for the project including total acquisition and relocation of up to two commercial parcels along TH 210 one of which involves a property lease from the railroad. We have made a number of assumptions creating the following Task 5 scope. It is assumed that when the full extent of project acquisition needs are known, a contract amendment may need to be executed for providing the necessary acquisition support. Furthermore, it is assumed there will be reasonable cooperation by property owners, tenants, and their representatives.

- Perform property ownership research – obtain ownership & encumbrance reports for up to 10 parcels.
- Prepare BNSF Site Access Permit Application to conduct topo survey on railroad property.
- Prepare & distribute Early Notification Letter packages – up to ten 10 parcels.
- Prepare right of way parcel exhibits and legal descriptions for use with Appraisals, Agreements, Relocation, and Offer Letters – up to 10 parcels.
- Coordinate Client's solicitation of appraisal quotes – 1 for BNSF parcels, 1 for commercial parcel on TH 210, and 1 for single family residential parcel on Norwood Street.

- Coordination with Appraiser, Acquisition & Relocation Consultant, City, City Attorney.
- Appraiser and Acquisition & Relocation Consultant Support.
- Conduct property owner meetings, prepare field title reports and offer letter packages - up to 10 parcels, documentation.
- Conduct follow up local property owner meetings, calls, correspondence regarding ROW acquisition, documentation.
- Acquisition and relocation services for up to two (2) developed commercial parcels along TH 210 (Peterson Towing Co. and Brownwell Investments LLC) – possible total parcel acquisitions - subtask performed by subconsultant:
    - Prepare minimum compensation valuation report(s).
    - Acquisition – meet with property owners, prepare field title reports and offer letters, coordination w/City Attorney on settlements, documentation.
    - Relocation, Owner Occupied – meet with property owners, prepare replacement site study, prepare and deliver notices, prepare claims, documentation.
    - Coordination/planning/strategy meetings with City– up to two (2) meetings.
- BNSF/City Easement Agreement support/negotiations support – up to 20 hours Sr. PM.
    - Assumes up to one (1) coordination/negotiation meeting with railroad in Twin Cities.
- Deliverables: Right of way parcel exhibits and legal descriptions, Early Notification Letters, Offer Letter Packages, acquisition and relocation studies/reports and documentation.
- Assumptions: Real Estate Appraisals, Title Reports, Acquisition Agreements/Deeds, and Closings on Total Acquisitions to be provided by others including City Attorney.

Task 5: Bidding Phase Services:
SEH will assist the City with publicly bidding the project as follows:

- Prepare proposal form and notice to bidders.
- Distribute plans via electronic and paper means to prospective bidders.
- Answer pre-bid questions from bidders.
- Attend bid opening at City Hall.
- Review and tabulate bids received by the Client.
- Prepare contract award recommendation letter.
- Deliverables: Bid tabulation, Construction Contract Award Recommendation.

Task 6: Construction Phase Services:
SEH will provide Construction Administration, Construction Observation (RPR), and Construction Staking services for the project under the oversight of an SEH project manager as follows:

Subtask 6.1: Construction Administration Services

- Assist Client in preparing construction agreement.
- Conduct pre-construction conference at City Hall.
- Prepare for the Client up to two project newsletters for Client's distribution to residents.
- Review Contractor shop drawing submittals.
- Make periodic site visits (bi-weekly) by Engineer to observe the progress and quality of the executed work of the Contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents (up to 20 site visits estimated).
- Prepare and review Contractor applications for payment (three payment applications estimated).
- Assist Client in reviewing Contractor Prevailing Wage Reports.
- Prepare project completion punch list at Substantial Completion.
- Prepare MnDNR project close-out submittals.
- Assemble record drawings based on the Contractor-collected field measurements.

Subtask 6.2: Resident Project Representative (RPR) Services

- Provide full-time construction observation by a Resident Project Representative or Graduate Engineer and or Intern for construction (500 hours included in budget).

Subtask 6.3: Construction Staking Services

- New trail:
  - Provide one set of right of way and easement line stakes.
  - Provide one set of BNSF fence relocation stakes.
  - Provide one set of silt fence stakes.
  - Provide one set of subgrade cut/fill offset stakes on 50-foot intervals.
  - Provide one set of finished subgrade blue tops on 50-foot intervals.
  - Provide one set of finished aggregate base blue tops on 50-foot intervals.
  - Provide one set of concrete curb and gutter/rail crossing cut/fill stakes- 25-foot intervals.
  - Provide one set of pedestrian ramp finished grade cut/fill stakes at each location (compliance with ADA construction requirements will be the responsibility of the Contractor).
- Existing trail:
  - Provide one set of silt fence stakes.
  - Provide one set of finished grade cut/fill offset stakes at church driveway.
  - Provide one set of finished aggregate base blue tops on 50-foot intervals.
  - Provide one set of pedestrian ramp finished grade cut/fill stakes at each of 4 locations (compliance with ADA construction requirements will be the responsibility of the Contractor).

Deliverables (Task 6): Agendas and meeting minutes/notes, copies of all pertinent project correspondence, record drawings.

Additional Services:
The following services from Consultant are not included in this proposal but, if required, can be provided to the Client:

- Conducting Environmental Site Assessments (ESA).
- Wetland delineations and report, wetland permitting and mitigation.
- Boundary surveys, plats, right-of-way plat preparation.
- Traffic signal/automated pedestrian signals (APS)/lighting design (modifying existing and or new facilities).
- Preparing and administering grant agreements such as with Minnesota Management and Budget Office (MMB).
- Protracted property acquisition and relocation support services beyond the time and expenses estimated in this proposal.
- Eminent domain proceedings support.
- Construction Administration and RPR services beyond the hours assumed above.

Assumptions:
The following assumptions were made in preparing this proposal:

- Client will provide Consultant with any studies, reports, plans, plats, easements, electronic CAD files, or other data that may be of assistance.
- Client will pay for permit application fees, and railroad agreement and license fees (not included in SEH's fee).
- Client will contract directly with and pay for any geotechnical services deemed necessary such as geotechnical investigation, soil borings, pavement design, and slope stability analysis, construction materials testing.
- Client will contract directly for and pay for appraisals, title work, and closings, and recording of acquisition parcels by others as necessary (not included in SEH's fees).
- Client will pay for any advertising and publication fees, if any (not included in SEH's fees).
- Traffic signal design will be contracted for separately in conjunction with the City's planned reconstruction of 5th Ave NE in 2020 which includes relocation of the existing traffic signal and BNSF driveway from TH 210/4th Ave NE to TH 210/5th Ave NE intersections.

- Traffic signal and pedestrian ramp upgrades to the TH 210/South 8th Street intersection, TH 210/CSAH 3 intersection, and TH 210/East Brainerd Mall entrance will be completed in 2025 by MnDOT in conjunction with reconstruction of TH 210; it is assumed the CLST will "bypass" the southeast quadrant of TH 210/South 8th Street intersection to the southeast and connect to existing facilities at TH 210/CSAH 3 and TH 210/East Brainerd Mall entrance.
- It is assumed relocation services may be necessary for the two (2) commercial parcels on the south side of TH 210 between South 9th Street and South 11th Street.
- Construction administration and RPR services have been budgeted assuming the construction contract duration does not exceed 50 Working Days (RPR budget based on up to 10 hours per day).

We will also furnish such Additional Services as you may request or as required.

Your budgetary limitations for construction of the Project should be provided to us in writing at an early date. We will endeavor to work within those limitations. Where appropriate, if the estimated cost exceeds the budget, we will either request an adjustment in the budget or suggest a revision in the extent or quality of the Project to assist in bringing construction cost back within the budget. We do not guarantee that our opinions of probable construction cost will not differ materially from negotiated prices or bids. If you wish greater assurance as to probable construction cost or if you wish formal estimates, an independent cost estimator should be employed.

SCHEDULE

Our team is ready to begin work upon authorization of the contract. Below we have summarized the major project milestones with dates based on assumptions of the City's proposed schedule for the project. The first step would be a kick-off meeting with City staff to define the design elements, discuss project goals, identify a chain of command on design decisions, and discuss the project schedule. An updated schedule would be presented at the kick-off meeting based on the City notice to proceed date. Note, the schedule could change beyond the control of SEH such as the date of notice to proceed, date topographic field survey can begin (no snow), review turnaround times, right of way acquisition, permitting and railroad agreements. The target schedule below is aggressive considering the unknowns with right of way acquisition and railroad agreements. We understand the grant funds need to be spent by December 2021 so there is some room in the proposed schedule if construction needs to be delayed to the 2021 construction season.

Notice to proceed from City.....February 2019
Kick-Off Meeting with City (PMT#1).....March 2019
Complete topographic survey .....April 2019
PMT #2 (review geometric layout option(s) before Open House #1)..... June 2019
Open House #1 (introduce project & team, schedule, layout options for comments).....July 2019
PMT #3 (discuss Open House #2, any changes, recommend preferred option).....July 2019
City consensus on preferred option .....August 2019
PMT#4 (discuss 95% plans prior to MnDNR submittal)..... September 2019
Submit Plans to MnDNR for approval ..... September 2019
Right-of-Way Acquisition.....2019/2020
Bidding .....Winter 2019/2020
Open House #2 (review plans & schedule, introduce contractor, answer questions) ....Spring 2020
Construction (assumed up to 10 weeks - 50 Working Days)..... Summer 2020

COMPENSATION

SEH proposes to complete all the services listed in this scope of work on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage and equipment. At detailed work plan of our proposed services is attached. The following is a summary of our estimated fees for the scope of services for each task:

Work Task	Estimated Fee
Task 1 – Project Management	$28,125
Task 2 – Public Involvement	$5,165
Task 3 – Preliminary and Final Design	$82,914
Task 4 – Right of Way Acquisition and Railroad Agreements Support	$26,228
Task 5 – Bidding Support	$4,471
Task 6 – Construction Phase	$101,597
Reimbursable Expenses	$13,600
Subconsultant (Wilson Development Services - Acquisition and Relocation)	$16,500
Total Fee	**$278,600.00**

Thank you again for the opportunity to propose on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Scott D. Hedlund

Scott Hedlund, PE, PMP
Senior Project Manager
(Lic. MN, LA)

sh/mrb
Attachments:
Detailed Work Plan Summary and Fee Estimate
Wilson Development Services Proposal

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2020 CUYUNA LAKES STATE TRAIL - BRAINERD SEGMENTS *ATTACHMENT 1*

Professional Services - Design, Property Acquisition, Bidding, & Construction Services

Work Plan Summary and Fee Estimate

City of Brainerd, Minnesota

February 2019

WORK TASKS	Sr. Prof. Eng/ Sr. Project Manager	Principal/ Sr. Specialist	Professional Engineer/ Specialist/ RLS	Staff Engineer/ Scientist	Sr. Water Resources Eng./ Scientist	Lead Technician/ Specialist	Sr. Technician / Surveyor Crew Chief/ Planner	Technician / Survey Assistant	Admin. Tech	SEH TOTAL HOURS	TASK SUBTOTAL COST
1.0 Project Management	148	0	0	0	0	0	10	0	15	**173**	**$28,125**
2.0 Public Involvement	18	0	4	8	0	0	2	1	4	**37**	**$5,165**
3.0 Preliminary & Final Design	50	8	60	437	9	18	104	28	10	**724**	**$82,914**
4.0 Right of Way Acquisition and Railroad Agreements Support	92	9	18	10	0	1	34	0	12	**176**	**$26,228**
5.0 Bidding Support	15	0	0	10	0	2	1	0	6	**34**	**$4,471**
6.0 Construction Phase	70	0	10	76	2	9	658	53	16	**894**	**$101,597**
Total Project Hours	**393**	**17**	**92**	**541**	**11**	**30**	**809**	**82**	**63**	**2038**	**$248,500.00**

Total Labor Cost	$248,500.00
Reimbursables	$13,600.00
Total SEH Fee	**$262,100.00**

Subconsultants	
Wilson Development Services (acquisition, relocation)	$16,500.00
Subconsultant Subtotal	**$16,500.00**

Total Project Cost	**$278,600.00**

2020 CUYUNA LAKES STATE TRAIL - BRAINERD SEGMENTS
Professional Services - Design, Property Acquisition, Bidding, & Construction Services
Work Plan

Client: CITY OF BRAINERD, MINNESOTA **February 2019**

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief/Planner	Tech / Survey Assist.	Admin. Tech.	TOTAL
1.0	**Project Management**										
1.1	Perform general day-to-day project management and administration. Includes project accounting, invoicing and record keeping	60						10		10	80
1.2	Ongoing coordination, communication and scheduling - internal and external	60								1	61
1.3	Coordination meetings with City Staff - up to four (4) meetings	8									8
1.4	Project Management Team (PMT) meetings (up to three (3) meetings)	12								2	14
1.5	Written project status reports to City, newsletters for City staff to distribute - up to 4 each	8								2	10
	Task 1.0 Subtotal Hours:	***148***	***0***	***0***	***0***	***0***	***0***	***10***	***0***	***15***	***173***
	Deliverables - Project schedule, progress reports and monthly invoices, and copies of all pertinent Project correspondence.										
2.0	**Public Involvement**										
2.1	Project Open House #1 - during design phase	8		2	4			1	1	2	18
2.2	Project Open House #2 - beginning of construction phase	8			4			1		1	14
2.3	Maintain project information web page accessible on City website	2		2						1	5
	Task 2.0 Subtotal Hours:	***18***	***0***	***4***	***8***	***0***	***0***	***2***	***1***	***4***	***37***
	Deliverables - Attend and Facilitate up to two (2) each Open House Meetings with Property Owners/Public										
3.0	**Preliminary and Final Design**										
3.1	Prepare Preliminary Design Exhibits o Preliminary alignment and plan & profile drawings o Preliminary typical sections and cross section drawings o Preliminary storm water design (new trail segments only) o Identify preliminary right-of-way needs	4			8		2			1	15
3.2	Coordination meetings with City/MnDNR and City/MnDOT - up to two (2) meetings	4									4
3.3	Prepare final construction drawings and project manual (specifications) in accordance with current Mn DNR and City Standards that include the following sheets as necessary:	16			310						326
	o Title Sheet										0
	o General Layout										0
	o Statement of Estimated Quantities.										0
	o Standard Plates and Chart Index										0
	o Soils and Construction Notes										0
	o Earthwork Summary and Tabulations										0
	o Typical Sections										0
	o Quantity Tabulations										0
	o Miscellaneous Details										0
	o Standard Plan Sheets										0

2020 CUYUNA LAKES STATE TRAIL - BRAINERD SEGMENTS
Professional Services - Design, Property Acquisition, Bidding, & Construction Services
Work Plan

Client: CITY OF BRAINERD, MINNESOTA **February 2019**

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief/Planner	Tech / Survey Assist.	Admin. Tech.	TOTAL
3.0	**Preliminary and Final Design (continued)**										
	o Construction Staging/ Traffic Control/ Detour Plans										0
	o Alignment Plan and Tabulation										0
	o Existing Conditions and Utilities										0
	o Removal Plans										0
	o Trail Plans										0
	o Trail and Storm Water Plan and Profile Plans										0
	o Pedestrian Curb Ramp/Intersection Details										0
	o Storm Water Treatment Design, Plans and Details (new trail segments only)			20	20				8		48
	o Erosion Control/Turf Establishment Plans				8				8		16
	o Storm Water Pollution Prevention Plan (SWPPP)				8						8
	o Signing and Pavement Marking Plans										0
	o Fencing Plans										0
	o Landscaping Plans and Details (includes up to 40 hours Landscape Architect for railroad property vegetative screening treatments)		4	40	8						52
	o Cross Sections (new segments only)										0
3.4	Plan Submittals										0
	o 95% Submittal: Submit 5 sets of 11x17 plans along with supplemental specifications for review and comment by the City. Address Comments.	2			16					1	19
	o 100% Submittal: After making any revisions to 90% plan, submit a final signed plan and specifications to City and MNDNR. Final submittal will also include an engineer's estimate.	2			8					1	11
3.5	Design Survey:										0
	o Field (control work, property irons search, topo survey)							80			80
	o Office (Gopher State One Call, create R/W drawing)	1			1			8			10
3.6	Private Utility and Agency Coordination (up to 2 design meetings)	4			8				8	2	22
3.7	Develop an Engineer's Opinion of Probable Cost with all necessary cost splits	2			4					1	7
3.8	Prepare Project Specifications Package/Proposal	4			20					2	26
3.9	QA/QC	5	4			8	16	16		1	50
3.10	Project site walkthrough plan review with City Staff	2			2						4
3.11	Prepare permit applications (MNDOT Right of Way and Limited Use, MPCA NPDES Construction Stormwater only)	4			16	1			4	1	26
	Task 3.0 Subtotal Hours:	***50***	***8***	***60***	***437***	***9***	***18***	***104***	***28***	***10***	***724***
	Deliverables - Bidding Documents, Engineer's Opinion of Probable Cost, Permit Applications										

2020 CUYUNA LAKES STATE TRAIL - BRAINERD SEGMENTS
Professional Services - Design, Property Acquisition, Bidding, & Construction Services
Work Plan

Client: CITY OF BRAINERD, MINNESOTA **February 2019**

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief/Planner	Tech / Survey Assist.	Admin. Tech.	TOTAL
4.0	**Right of Way Acquisition and Railroad Agreement Support**										
4.1	Property Ownership Research	1						4			5
4.2	Prepare and distribute Early Notification Letter packages - up to 10 parcels	8								4	12
4.3	Prepare right of way parcel exhibits and legal descriptions for use with Appraisals, Agreements, Relocation, and Offer Letters - up to 10 parcels	4						16			20
4.4	Appraisal and Acquisition & Relocation Consultant Support	8			6			4			18
4.5	Coordination with Appraiser, Acquisition & Relocation Consultant, City, City Attorney	20									20
4.6	Conduct property owner meetings, prepare field title reports and offer letter packages, documentation - up to 10 parcels	10		8						3	21
4.7	Conduct follow up property owner meetings, calls, correspondence regarding ROW acquisition, documentation	10		8						3	21
4.8	Acquisition and relocation services for up to two (2) developed commercial parcels along TH 210 (Peterson Towing Co. and Brownwell Investments LLC) - possible total parcel acquisitions - subtask performed by subconsultant: o Prepare minimum compensation valuation reports. o Acquisition - meet with property owners, prepare field title reports and offer letters, coordination w/City Attorney on settlements, documentation. o Relocation, Owner Occupied - meet with property owners, prepare replacement site study, prepare and deliver notices, prepare claims, documentation. o Coordination/planning/strategy meetings with City - up to two (2) meetings.										0
4.10	Prepare BNSF Site Access Permit Application to conduct topo survey on railroad property	1	1				1	2		1	6
4.11	Coordinate Client's solicitation of appraisal quotes - 1 for BNSF parcels, 1 for commercial parcel on TH210, 1 for single family residential parcel on Norwood St	6								1	7
4.12	BNSF/City Easement Agreement support/negotiations support o Assumes up to one (1) coordination/negotiation meeting with railroad in Twin Cities	24	8	2	4			8			46
	Task 4.0 Subtotal Hours:	***92***	***9***	***18***	***10***	***0***	***1***	***34***	***0***	***12***	***176***
	Deliverables - Right of way parcel exhibits and legal descriptions, Early Notification Letters, Offer Letter Packages, acquisition and relocation studies/reports, documentation										
5.0	**Bidding Support**										
5.1	Prepare proposal form and notice to bidders, distribute plans via electronic and paper means to prospective bidders	5			2		1			1	9
5.2	Answer pre-bid questions from bidders, prepare addenda as necessary	5			6		1	1		2	15
5.3	Attend bid opening, review and tabulate bids received by Client, prepare contract award recommendation letter, coordinate City & MnDNR award approvals	5			2					3	10
	Task 5.0 Subtotal Hours:	***15***	***0***	***0***	***10***	***0***	***2***	***1***	***0***	***6***	***34***
	Deliverables - Tabulation of Bids, Award Recommendation Letter.										

2020 CUYUNA LAKES STATE TRAIL - BRAINERD SEGMENTS
Professional Services - Design, Property Acquisition, Bidding, & Construction Services
Work Plan

Client: CITY OF BRAINERD, MINNESOTA **February 2019**

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief/Planner	Tech / Survey Assist.	Admin. Tech.	TOTAL
6.0	**Construction Phase**										
6.1	Construction Administration: Project Manager and Project Engineer - Includes attendance at weekly construction meetings, troubleshooting of construction issues, high level coordination with the contractor and coordinating the sharing of information between the construction administration staff and the City, manage OneOffice software use. Review of contractor submittals, weekly meeting minutes, EEO and payroll compliance review, daily coordination of consultant staff, completion of all payments, forms, reports and funding agency paperwork. (Assumed to average 12 hours per week for 10 weeks).	60		10	50		8		2	5	135
6.2	Construction Observation (assumes up to 10 weeks of construction @ average 50 hours per week) including daily & weekly diaries, pay quantity tracking, utilizing OneOffice software							500			500
6.3	Construction Surveying <u>New Trail Segments</u> o Provide one set of right of way and easement line stakes. o Provide one set of BNSF fence relocation stakes. o Provide one set of silt fence stakes. o Provide one set of subgrade cut/fill offset stakes on 50-foot intervals. o Provide one set of finished subgrade blue tops on 50-foot intervals. o Provide one set of finished aggregate base blue tops on 50-foot intervals. o Provide one set of concrete curb and gutter/rail crossing cut/fill stakes- 25-foot intervals. o Provide one set of pedestrian ramp finished grade cut/fill stakes at each location. (Compliance with ADA construction requirements will be the responsibility of the Contractor).							100	30		130
	<u>Existing Trail Segment</u> o Provide one set of silt fence stakes. o Provide one set of finished grade cut/fill offset stakes at church driveway only. o Provide one set of finished aggregate base blue tops on 50-foot intervals. o Provide one set of pedestrian ramp finished grade cut/fill stakes at each location. (Compliance with ADA construction requirements will be the responsibility of the Contractor).							36	20		56

2020 CUYUNA LAKES STATE TRAIL - BRAINERD SEGMENTS
Professional Services - Design, Property Acquisition, Bidding, & Construction Services
Work Plan

Client: CITY OF BRAINERD, MINNESOTA **February 2019**

Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Technician/ Specialist	Sr Tech. or Survey Crew Chief/Planner	Tech / Survey Assist.	Admin. Tech.	TOTAL
6.0	**Construction Services (continued)**										
6.4	Construction Surveying Office Support (creation of staking data/files)	1			8			4			13
6.5	Conduct Pre-Construction Conference	4			2			2		2	10
6.6	Assist Client in reviewing Contractor Prevailing Wage Reports									5	5
6.7	Develop and coordinate final payment paperwork with contractor and City, project closeout	4			8	2	1	8	1	2	26
6.8	Prepare record drawing plans	1			8			8		2	19
	Task 6.0 Subtotal Hours:	***70***	***0***	***10***	***76***	***2***	***9***	***658***	***53***	***16***	***894***
	Deliverables - Agendas and meeting minutes/notes for all meetings, and copies of all pertinent Project correspondence.										
	TOTAL PROJECT HOURS	***393***	***17***	***92***	***541***	***11***	***30***	***809***	***82***	***63***	***2038***
7.0	**Additional Services**										
	Preparation of easement agreements/deeds (assumed by City Attorney)	To be determined									
	Title Work, Appraisals, Closings, Recording	By others									
	Protracted Right of Way/BNSF Agreement Negotiations	Hourly plus Reimbursable Expenses									
	Geotechnical Services (Geotechnical Investigation, Construction Materials Testing)	To be determined									
	Prepare MnDNR Trail Project Grant Required Documentation Checklist	To be determined									
	Prepare Phase 1 and 2 Environmental Site Assessments (ESA), Response Action Plan	To be determined									
	Administering grant agreements	Hourly plus Reimbursable Expenses									
	Traffic/Pedestrian Signals/Lighting - new or modifications	To be determined									
	Wetland Delineation and Report, Permitting and Mitigation	To be determined									
	Additional Meetings, Additional Construction Administration and RPR Hours	Hourly plus Reimbursable Expenses									
	Retaining Wall Design	To be determined									
	Expert witness/ legal testimony/ litigation support/eminent domain support	Hourly plus Reimbursable Expenses									

2020 CUYUNA LAKES STATE TRAIL - BRAINERD SEGMENTS
DESIGN, PROPERTY ACQUISITION, BIDDING, AND CONSTRUCTION SERVICES
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Brainerd, Minnesota

SEH, INC.

TRAVEL EXPENSES	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
Local Trips				
SEH Brainerd Based Staff	130	10	1300	
SEH St Cloud Based Staff	4	130	520	
SEH Twin Cities Based Staff	4	300	1200	
Subtotals:			3020	
ESTIMATED MILEAGE COSTS:	$0.580	per mile	$1,752	
	Number	Cost	Total Cost	
Hotel	0	$0.000	$0	
Meals	0	$10.000	$0	
Total			$0	
ESTIMATED TRAVEL COSTS:				**$1,752**
EXHIBITS:				**$300**
Miscellaneous Printing:				**$226**
Mailing/Postage Costs				**$100**
BNSF Site Access Permit Fee (For topo survey on railroad property)				**$1,000**
Ownership & Encumbrance Reports from Crow Wing Abstract - up to 14 parcels @ $125 each				**$1,750**

EQUIPMENT EXPENSES	Number of Hours or Days	Cost per Hour or Day	Total Cost	
RPR Vehicle (day)	60	$17	$1,020	**$1,020**
Survey Equipment (hour)	216	$30	$6,480	**$6,480**
Survey Truck (hour)	216	$4.5	$972	**$972**
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				**$13,600**

WILSON
DEVELOPMENT SERVICES LLC

OFFICE 952.448.4630
800.448.4630
FAX 952.448.4676
510 N. CHESTNUT STREET
SUITE 200
CHASKA, MINNESOTA 55318
WWW.WILSONDEVELOPMENTSERVICES.COM

MEMO

Date: February 8, 2019

To: Scott Hedlund, Senior Project Manager, SEH

From: Dan Wilson, Wilson Development Services, LLC

Re: Brainerd Washington Street Project
Acquisition and Relocation Consultant Services Proposal

Per our telephone conversation:

Wilson Development Services, LLC ("WDS"):
Wilson Development Services, LLC is a 38-year-old, licensed real estate brokerage, providing acquisition and relocation services to public agencies and non-profit organizations. Dan Wilson has been providing acquisition and relocation assistance under the Uniform Act for 49 years. He is a frequent lecturer on the Uniform Relocation and Real Property Acquisition Act Compliance, as well as an "expert witness" in relocation appeals.

Project Understanding:
The City is seeking, at a minimum, permanent roadway easements on two commercial parcels identified below:

Parcel 7	Peterson Towing Co.	Tenant
	BNSF	Owner
Parcel 8	Brownwell Investments LLC	Owner
	Vacant	No Occupants

The building on Parcel 7 is built up to the sidewalk with no setback. This will require either a total acquisition or a permanent roadway easement with a building removal easement. In either case, the Peterson Towing Company will be permanently displaced.

We would suggest meeting with BNSF's representation first to discover their preference.

The City may view the site in the after condition to be a redevelopment site.

Parcel 7 does create a need to address whether MS 117.187 Minimum Compensation applies to this acquisition. We would need to understand the terms of the BNSF Rail Road lease. Does the tenant, Peterson Towing Co., own the building improvements? The minimum compensation statute applies when the owner must relocation. The question for the City Attorney is, does the statute reference to the owner mean the building and real estate, or would the building ownership alone trigger the statute?

Parcel 8 has the uncertainty of the permanent road easement on the two existing buildings. Again, the City may consider a total acquisition is a more feasible alternative with the owner. The property appears to be currently listed for sale. I sense that an appraiser would levy significant damages if overhead doors are compromised.

The above options should be discussed at the City Staff and Council level before starting the real estate appraisal process. I would be available to participate in that process as the City considers its options.

All services will be in compliance with the Uniform Real Property Relocation and Acquisition Act of 1970, as amended, MnDOT Right of Way Manual, and Minnesota Statute 117.52 and MS 117.187.

We will attend a project start-up meeting with the City and Right of Way team to discuss process, communication with city, and project background.

Specific Tasks:

1. Minimum Compensation – 3 Reports
   Prepare Minimum Compensation Valuation Report in compliance with MS 117.187 and Cameron Supreme Court Decision. Report will be prepared within 10 days after receipts of the City provided real estate appraisal for the subject property.

2. **Acquisition**
   a. Meet with the property owners to introduce the project, acquisition, minimum compensation and business relocation.
   b. Complete Field Title Reports.
   c. Prepare and present written offers.
   d. Review appraisals and negotiate settlements.
   e. Assist City Attorney draft a purchase agreement and/or easement documents.
   f. Prepare an administrative settlement in the event that the purchase price exceeds the offer, for City review and approval.
   g. Maintain property owners contact logs and acquisition files for audit.
   h. Closing and Deed Preparations will be done by others.

3. **Relocation – Peterson Towing Co.**
   a. Meet with owner to discuss relocation rights and benefits, process to obtain payment and owner needs and preferences.
   b. Search for comparable replacement sites.
   c. Prepare and deliver Notice of Relocation Eligibility and Notice to Vacate.

d. Prepare all claims with reasonable and necessary documentation.
e. Maintain business owner contact log and file for audit.

4. **General Planning**
   Due to the uncertainty surround the acquisitions, we anticipate the need for possible 2 meetings with City Staff, City Council to discuss and define a final course of action.

Proposal Price:
We are preparing a time and material contract at the following 2019 charge rates for a maximum not to exceed amount of $15,000.00, without additional City approval.

2018-2019 Charge Rates

Principal	$155/hr.
Associates	$125/hr.
Office Manager	$ 95/hr.
Mileage	IRS Rate
Copies	$.25
Postage	Actual

To be Prepared by Others:
Real Estate Appraisals
Title Reports
Closing on Total Acquisitions

Consultant Fee Budget

	Price Per Unit	Number of Units	Total	
Minimum Compensation	$ 2,000.00	1	$ 2,000.00	Need to confirm eligibility
Acquisition	$ 3,000.00	2	$ 6,000.00	
Relocation, Owner Occupied	$ 3,500.00	1	$ 3,500.00	
Mileage			$ 700.00	
Additional Meetings	$ 1,240.00	2	$ 2,480.00	
		Subtotal	$ 14,680.00	
		Rounded	**$ 15,000.00**	

The above proposal assumes a reasonable level of cooperation by the property owners, tenants, and their representatives.

Thank you for the opportunity to submit this proposal. We are confident in our ability to assist you with a successful acquisition and relocation project.

CUYUNA LAKES STATE TRAIL
STATE TRAIL ENGINEERING AND DESIGN
8TH STREET INTO LUM PARK AND TO THE AIRPORT
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE CITY OF BRAINERD

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the City of Brainerd hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, sub.24, to establish, develop, maintain and operate the Cuyuna Lakes State Trail; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State and City have determined that the establishment, development and rehabilitation of the Cuyuna Lakes State Trail within the City , herein after referred to as the "State Trail", extending between the existing Paul Bunyan State Trail, Lum Park a municipal recreational facility and to the Brainerd Regional Airport is of high priority; and

WHEREAS, the State and the City have identified a conceptual trail alignment, herein after referred to as the "Proposed Trail", for the State Trail; as shown in the map attached and incorporated into this agreement as **Exhibit A**; and

WHEREAS, the City owns or has administration over lands including but not limited to the right-of-way of several City administered roadways and or rights-of-way that represent potential alignments for the State Trail and traversing portions of **Sections 16, 17, 19, 20 & 30, T45N, R30W, and Sections 24 & 25, T45N, R31W,** Crow Wing County; as shown in the maps attached and incorporated into this agreement as **Exhibit B**; and

WHEREAS, the State administers lands in the right-of-way of State Highway 210 for the State Trail in **Section 19, T45N, R30W,** Crow Wing County; as shown in the document and map attached and incorporated into this agreement as **Exhibit C**; and

WHEREAS, the City has requested the opportunity to complete the necessary surveys, alignment selection, preliminary corridor design and engineering, develop the final plans and specifications and to construct and/or rehabilitate a segment or segments of the State Trail within the City; and

WHEREAS, the State has been provided funding by the 2014 Minnesota Legislature for the establishment, development and rehabilitation of the State Trail within the City; and

WHEREAS, the alignment, preliminary design and final plans and specifications for the State Trail as developed by the City, shall be subject to review and approval by the State; and

WHEREAS, the proposed State Trail right-of-way and State Trail as established, designed and constructed by the City and approved by the State shall provide for motorized and non-motorized uses as authorized; and

WHEREAS, upon completion, the administration, operation and maintenance of the State Trail within the City shall be the sole responsibility of the State; however, the State and City shall cooperatively develop separate annual maintenance agreements for the State Trail that shall include the City responsibility for seasonal maintenance consistent with established City practices and State standards for trail maintenance; and

WHEREAS, a resolution authorizing the City to enter into this agreement is attached and incorporated into this agreement as **Exhibit D**; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

a. The State shall provide technical assistance in the survey, engineering, and design of the State Trail. The State Trail design shall meet ADA requirements where applicable.

b. The State shall provide funding assistance with the survey, engineering, design and construction of the State Trail provided by the City. This funding shall be limited to the project specific City expenses directly related to establishment, development and rehabilitation of the State Trail within the City as approved by the State.

c. The State shall be permitted to review and approve the alignment, preliminary design and final plans and specifications for the State Trail as prepared by the City.

d. State approval and comment on the alignment, rights-of-way survey, design and engineering of the State Trail completed by the City will be provided to the City by the State's designated Project Manager and/or Project Engineer.

e. The City may not subcontract any of the survey, design or engineering of the State Trail without approval by the State. Written approval and concurrence to award a contract will be provided to the City by the State's designated Project Manager and/or Project Engineer.

f. The State has the right to require the City to reject any and all bids for the construction of each approved State Trail segment and/or State Trail associated improvement. The State shall provide the City written notice of the rejection or rejection requirement no later than 5 days following receipt of a copy of the project low bid and abstract of all bids received.

g. All changes to the plans, specifications and/or special provisions for the construction or rehabilitation of the State Trail shall be subject to the approval of the State. State approval and comment shall be provided to the City by the State's designated Project Engineer.

h. The State shall be permitted to request changes to the plans and specifications for the State Trail during construction. All requested changes to the State Trail shall meet the requirements of the ADA.

i. The State shall permit the City to review and approve any modifications/revisions to the State Trail or the trail corridor on City owned and/or administered properties proposed by the State during the term of this Agreement.

j. The State shall be permitted to review and approve all revisions to the State Trail proposed by the City during the term of this agreement.

k. The State will provide all trail related signage as determined by Department of Natural Resources policy.

l. Upon completion, the State shall manage, operate, maintain and administer the State Trail as established.

m. The State and the City shall cooperatively develop a separate annual agreement for the operations and maintenance of the State Trail and trail related improvements developed and or subject to rehabilitation under the terms of this agreement, in accordance with the City's established practices and DNR standards for maintenance of trail facilities.

n. The State reserves the right to inspect the State Trail at any time to ensure that the City is in compliance with this Agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

a. The City shall permit the construction, operations and administration of the State Trail within the City owned lands as shown in **Exhibit B**.

b. The City shall provide the State copies of any leases, licenses, permits, or other agreement showing the City's secured legal interest for no less than 35 years on any lands not owned by the City where the establishment, design, and construction of the State Trail will take place.

c. The City shall in cooperation with the State identify the proposed alignment of the State Trail, the alignment shall be approved by the State. Approval of the State Trail alignment shall be provided to the City by the State's designated Project Manager.

d. The City shall provide the State a permanent alignment for a snowmobile trail corridor connecting to the Paul Bunyan Trail in the event the existing GIA trail corridor is displaced, if the segment of trail constructed under this agreement will not provide for snowmobile use. This must meet the statutory obligation of the State Trail's authorization as a multiuse, multiseaonal, dual treadway trail. This alternate route is shown in the map attached and incorporated into this agreement as **Exhibit E**.

e. The City shall provide the required survey, design, engineering and construction for the State Trail located within City owned and/or administered lands.

f. The City may not subcontract any of the survey, engineering and design of the State Trail without approval by the State. Written approval and concurrence to award a contract will be provided to the City by the State's designated Project Engineer.

g. The City shall prepare the preliminary and final design plans and specifications for the State Trail on City administered lands which shall be approved by the State. This work shall be completed under the supervision of a registered professional engineer. The design shall meet ADA requirements and shall be provided in a format specified by the State.

h. All changes to the final plans and specifications for the State Trail on City Administered lands and proposed by the City shall be subject to approval by the State. State approval and comment will be provided to the City by the State's designated Project Engineer.

i. The City shall perform all necessary bid advertisement, contract administration, staking, materials testing, record keeping and inspection necessary for the construction of the State Trail within the City, and shall administer the terms of the construction contract from contract award to certification of the final payment for each approved trail segment.

j. All changes to the plans, specifications and/or special provisions for the construction of the State Trail shall be subject to the approval by State. State approval and comment will be provided to the City by the State's designated Project Engineer.

k. The City has the right to reject any and all bids for the construction of the State Trail. The City will provide the State written notice of the rejection or requirement for rejection no later than 30 days following the project bid opening.

l. Upon completion, the State shall be solely responsible for the administration, operations and maintenance of the Trail.

m. The State and the City shall cooperatively develop a separate annual agreement for the operations and maintenance of the State Trail and trail related improvements developed and or subject to rehabilitation under the terms of this agreement, in accordance with the City's established practices and DNR standards for maintenance of trail facilities.

n. The City shall permit the State to review and approve all modifications to the State Trail or trail corridors proposed by the City during the term of the Agreement. State approval and comment will be provided by the State's designated Project Manager.

o. The City may close the State Trail for emergencies, or for other reasons, without prior written consent of the State. The City shall notify the State within 48 hours of closing the State Trail for emergency reasons or if the Trail will remain closed longer than 24 hours.

p. The City shall be permitted to review and approve all modifications to the State Trail proposed by the State during the term of this Agreement.

o. The City reserves the right to inspect the State Trail at any time to ensure that the State is in compliance with this Agreement.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (b) above, however, the total obligation of the State for the construction of the facility under Article I (b), as referenced in the Plan, not to exceed **$1,100,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

a. *Effective Date:* December 15, 2018, **or the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**.

b. *Expiration Date:* **December 15, 2021**, or when all obligations under Article II (c)(d)(e)(g)(i) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The State shall provide funding for its responsibilities under Article I (a)(b)(d)(e)(f)(g)(h)(j)(k)(l)(m)(n) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will encumbered.

Reimbursement of eligible costs will be due within thirty (30) days of the City's presentation of invoices for services performed and acceptance of such services by the State's Project Engineer. The City will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law. The City may seek reimbursement of all State Trail survey, engineering and design related eligible costs from the State.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

a. *Effective Date:* **December 15, 2018, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later**. The City shall not begin work under this Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.

b. *Expiration Date:* **December 15, 2048**, for a period of thirty (30) years except as otherwise provided herein or agreed to in writing by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the

agreement. This agreement shall continue to automatically renew at the end of each five (5) year period unless the required notice is given.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with or without cause or as necessary as provided in Article III, upon thirty (30) days written notice to the City. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the City at any time with or without cause prior to the initiation of construction upon thirty (30) days written notice to the State.

IX. GOVERNMENT DATA PRACTICES

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

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State
Minnesota Department of Natural Resources
Parks & Trails Division Area (2F) Supervisor
1601 Minnesota Drive
Brainerd, MN 56401

The City
City of Brainerd
City Engineer
501 Laurel Street
Brainerd, MN 56401

[THE BALANCE OF THIS PAGE LEFT INTENTIONALY BLANK]

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: Deputy Director

Date: 12/21/2018

CITY OF BRAINERD

By: _____

Title: Mayor

Date: 12/19/18

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

By: _____

Title: Contracts Specialist

Date: 1/15/2019
(Effective Date)

59863

CITY OF BRAINERD

By: _____

Title: City Administrator

Date: 12/19/18

STATE ENCUMBERANCE VERIFICATION
Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: 12-18-2018

Contract: 151113

PO# 3-144445

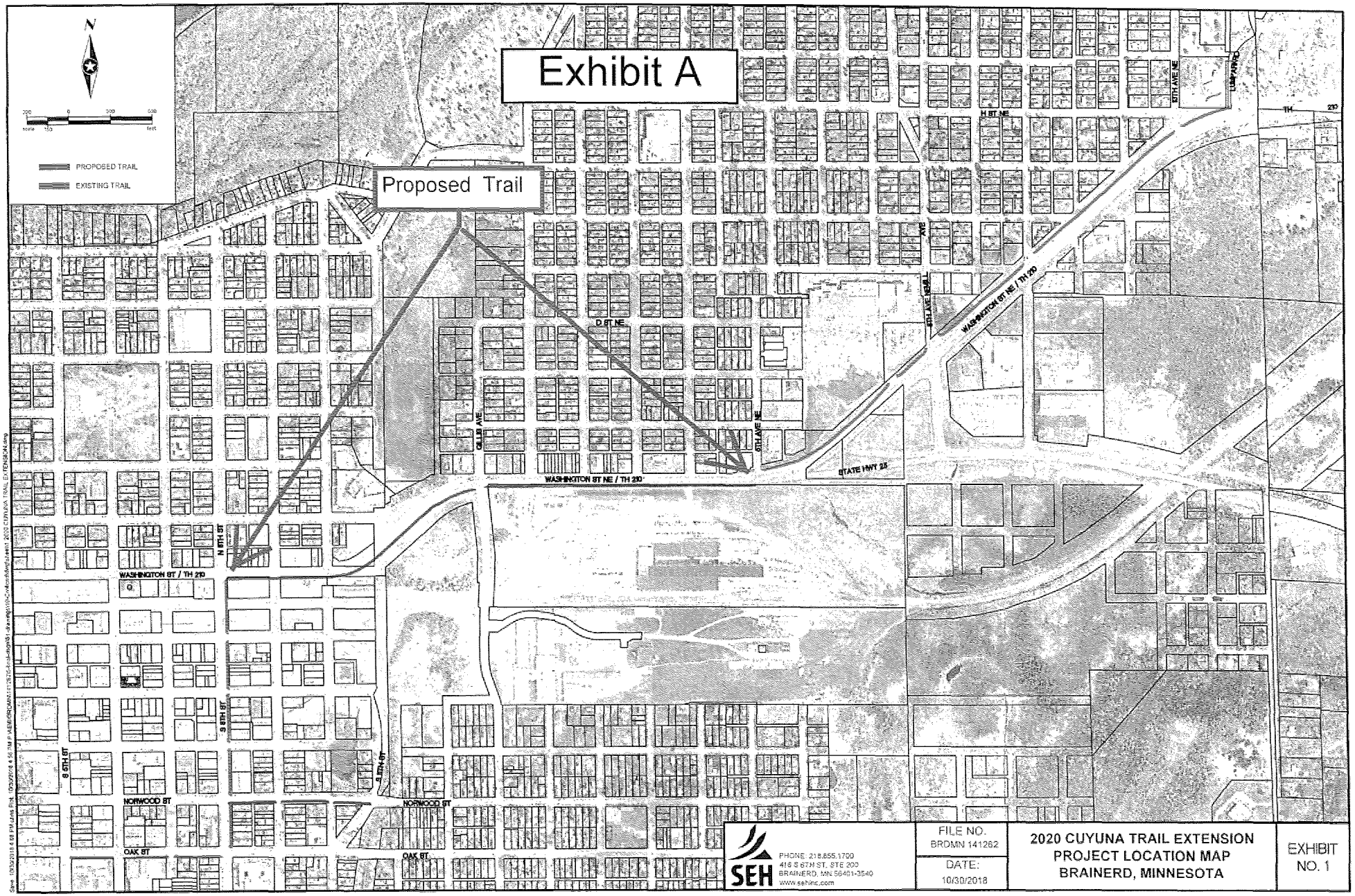
Exhibit A
Proposed Trail
N
PROPOSED TRAIL
EXISTING TRAIL
H ST NE
6TH AVE NE
LEIF PKWY
TH 210
D ST NE
GILBERT AVE
5TH AVE NE
WASHINGTON ST NE / TH 210
STATE HWY 25
WASHINGTON ST / TH 210
N 6TH ST
S 6TH ST
S 5TH ST
NORWOOD ST
OAK ST
SEH
PHONE: 218.855.1700
416 S 6TH ST, STE 200
BRAINERD, MN 56401-3540
www.sehinc.com
FILE NO.
BRDMN 141262
DATE:
10/30/2018
2020 CUYUNA TRAIL EXTENSION
PROJECT LOCATION MAP
BRAINERD, MINNESOTA
EXHIBIT
NO. 1

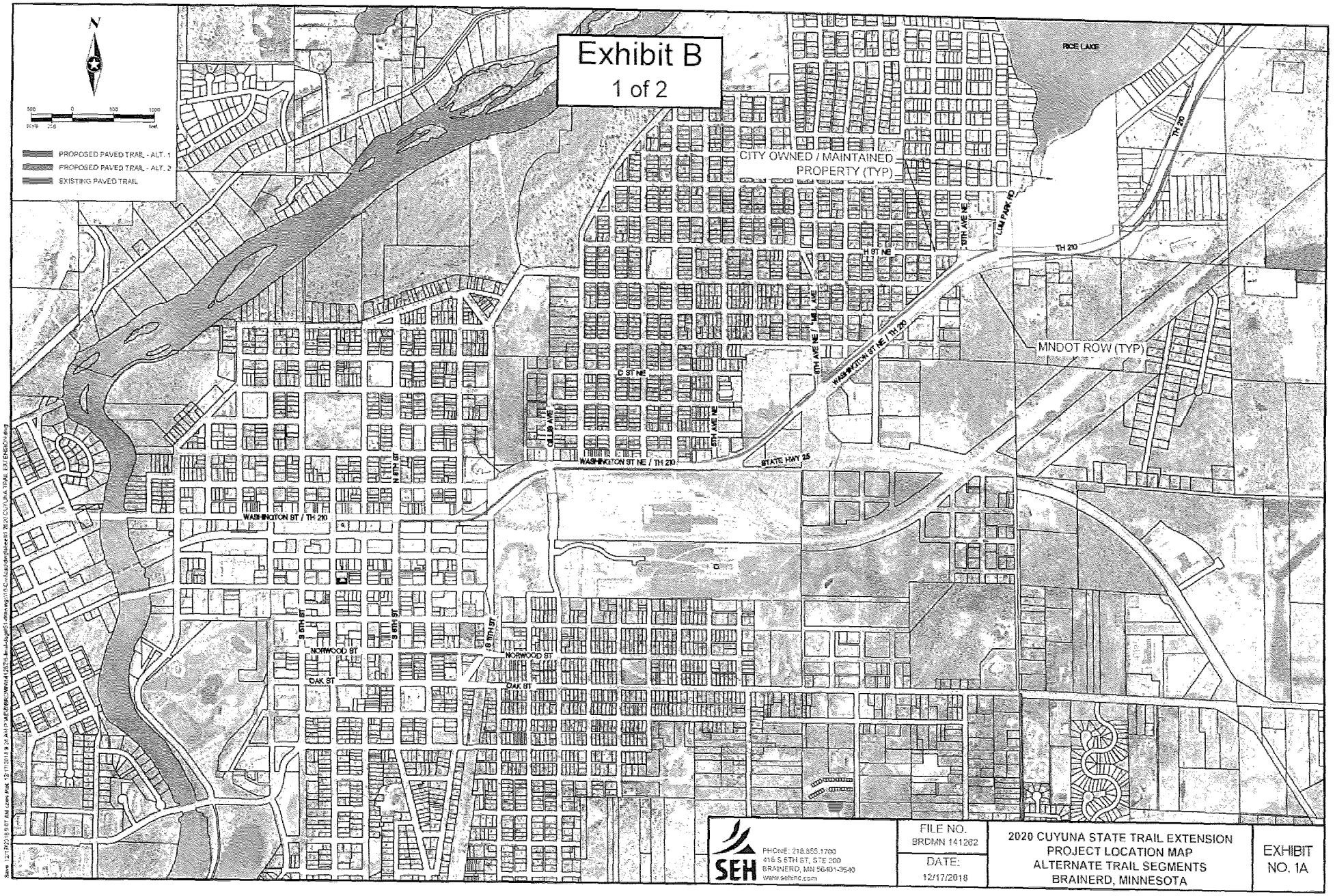
Exhibit B
1 of 2
N
PROPOSED PAVED TRAIL - ALT. 1
PROPOSED PAVED TRAIL - ALT. 2
EXISTING PAVED TRAIL
CITY OWNED / MAINTAINED PROPERTY (TYP)
MNDOT ROW (TYP)
RICE LAKE
TH 210
H ST NE
D ST NE
5TH AVE NE
6TH AVE NE
7TH AVE NE
LUM PARK RD
WASHINGTON ST NE / TH 210
STATE HWY 25
WASHINGTON ST / TH 210
NORWOOD ST
OAK ST
8TH ST
9TH ST
10TH ST
SEH
PHONE: 218.855.1700
416 S 6TH ST, STE 200
BRAINERD, MN 56401-3540
www.sehinc.com
FILE NO.
BRDMN 141262
DATE:
12/17/2018
2020 CUYUNA STATE TRAIL EXTENSION
PROJECT LOCATION MAP
ALTERNATE TRAIL SEGMENTS
BRAINERD, MINNESOTA
EXHIBIT
NO. 1A

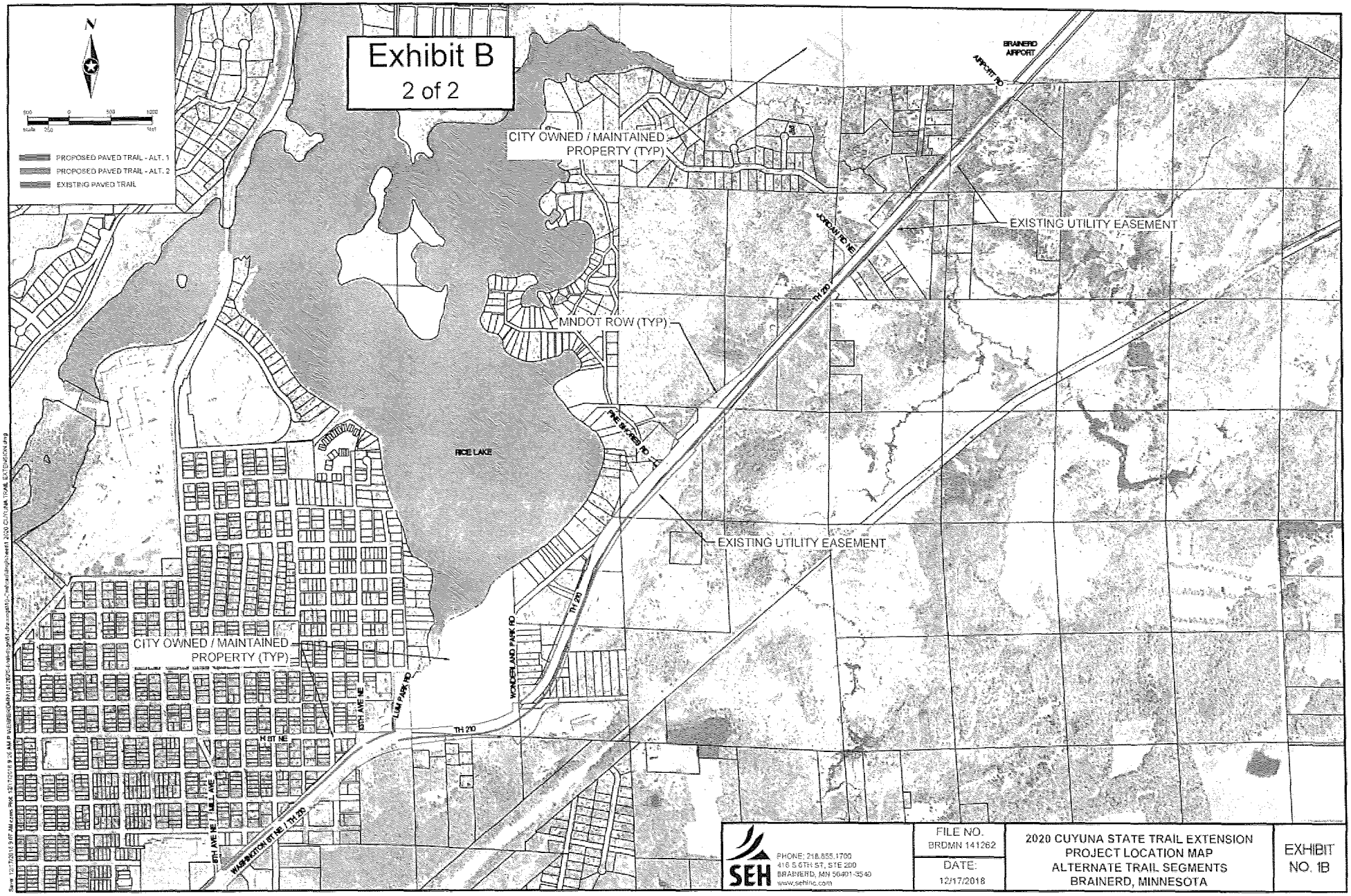
Exhibit B
2 of 2
N
PROPOSED PAVED TRAIL - ALT. 1
PROPOSED PAVED TRAIL - ALT. 2
EXISTING PAVED TRAIL
CITY OWNED / MAINTAINED PROPERTY (TYP)
MNDOT ROW (TYP)
EXISTING UTILITY EASEMENT
EXISTING UTILITY EASEMENT
CITY OWNED / MAINTAINED PROPERTY (TYP)
BRAINERD AIRPORT
AIRPORT RD
JORDAN RD NE
TH 210
PINE RIDGE RD
RICE LAKE
WONDERLAND PARK RD
LUM PARK RD
WASHINGTON ST NE / TH 210
H ST NE
9TH AVE NE
8TH AVE NE
11TH AVE NE
SEH
PHONE: 218.855.1700
418 S 6TH ST, STE 200
BRAINERD, MN 56401-3540
www.sehinc.com
FILE NO.
BRDMN 141262
DATE:
12/17/2018
2020 CUYUNA STATE TRAIL EXTENSION
PROJECT LOCATION MAP
ALTERNATE TRAIL SEGMENTS
BRAINERD, MINNESOTA
EXHIBIT
NO. 1B

Exhibit C

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT

C.S. 1806 (T.H. 210)
County of Crow Wing
LUP # 1806-0030
Permittee: MN DNR
Expiration Date: 12/31/2043

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT") hereby grants a Limited Use Permit ("LUP") to Minnesota Department of Natural Resources, "(Permittee"), to use the area within the right of way of Trunk Highway No. as shown in red on Exhibit "A", ("Area") attached hereto and incorporated herein by reference.

Multi-Use Recreational Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a multi-use recreational trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

SPECIAL PROVISIONS

1. TERM. This permit will terminate at 11:59PM on 12/31/2043 ("Expiration Date"), subject to the right of cancellation by MnDOT, with or without cause, by giving Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed, except as provided below.

   Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

   (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
   (b) Permittee will provide to MnDOT written confirmation authorizing the Permittee's use of the Facility and Area for the additional term.

   If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

   (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
   (b) Surrender possession of the Area to MnDOT.

   If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

   Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

   The Permittee shall construct the Facility at the location shown in the attached Exhibit "A" subject to verification by MnDOT that the construction geometrics and procedures result in a Facility that is compatible with the safe and efficient operation of the highway.

   Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

   The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

   Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, installation and removal of regulatory

signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.

5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

   Any use permitted by this LUP shall remain subordinate to the right of the Minnesota Department of Transportation to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge Facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of I968, nor does this LUP establish a Bikeway or Pedestrian way which would require replacement pursuant to Minnesota Statutes Section 160.264. No rights to relocation benefits are established by this LUP.

   This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

   Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

   To the extent this LUP imposes obligations on Permittee that would require the expenditure of money by Permittee, such obligations are contingent upon and subject to the Minnesota Legislature appropriating funding for such obligations. If there is no appropriation of funding for all or part of any such obligation, Permittee shall make a good faith effort to secure funding to cover the obligation.

7. CIVIL RIGHTS. The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-

level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

8. SAFETY. MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.

9. ASSIGNMENT. No assignment of this LUP is allowed.

10. IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.

11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.

12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

State of Minnesota
Department of Natural Resources
Division of Parks and Trails
500 Lafayette
St. Paul, MN 55155

and to MnDOT at:

State of Minnesota
Department of Transportation
District 3 Right of Way
Baxter, MN 55425-8096

The address to which notices are mailed may be changed by written notice given by either party to the other.

MINNESOTA
DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL
By: Calvin K. Thurbon for
District
Engineer

Date 12/18/18

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By:
For Director, Office of Land Management

Date 1/4/19

The Commissioner of Transportation by the execution of this permit certifies that this permit is necessary in the public interest and that the use intended is for public purposes.

MINNESOTA DEPARTMENT OF
NATURAL RESOURCES

By

Its Deputy Director

12/11/2018

EXHIBIT A - LUP 1806-0030
LUM PARK
3th AVENUE
8th AVENUE
TRUNK HIGHWAY 218
5th AVENUE
TRUNK HIGHWAY 25
RIGHT OF WAY
TRAIL

Exhibit D

RESOLUTION
NO 55:18

RESOLUTION TO ENTER INTO A COOPERATIVE AGREEMENT BETWEEN THE STATE OF MINNESOTA AND THE CITY OF BRAINERD FOR THE DEVELOPMENT OF THE CUYUNA LAKES STATE TRAIL WITHIN THE CITY OF BRAINERD AS AUTHORIZED BY MINNESOTA STATUTE 85.015, SUBD. 24.

WHEREAS, the State and City have determined that providing a contiguous State managed, administered, and constructed trail corridor for the Cuyuna Lakes State Trail in Brainerd is a high priority, and;

WHEREAS, the State and the City have determined the joint responsibility for the construction, management, and administration of the Trail will benefit the general public, and;

WHEREAS, a cooperative agreement between the State of Minnesota and the City of Brainerd for the engineering and construction of the Cuyuna Lakes State Trail in Brainerd has been developed, and;

WHEREAS, Minnesota Statute 85.015, Subd. 24 identifies trail alignments for the Cuyuna Lakes State Trail, and related monies have been appropriated for the construction of the identified trail alignment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA, to enter into the cooperative agreement (attached) between the State of Minnesota and the City of Brainerd for the construction of the Cuyuna Lakes State Trail in the City of Brainerd.

Adopted this 19th day of November, 2018

DAVID J. PRITSCHET
President of the Council

Approved this 20th day of November, 2018

EDWIN L. MENK
Mayor

ATTEST: Cassandra Torstenson
CASSANDRA TORSTENSON
City Administrator

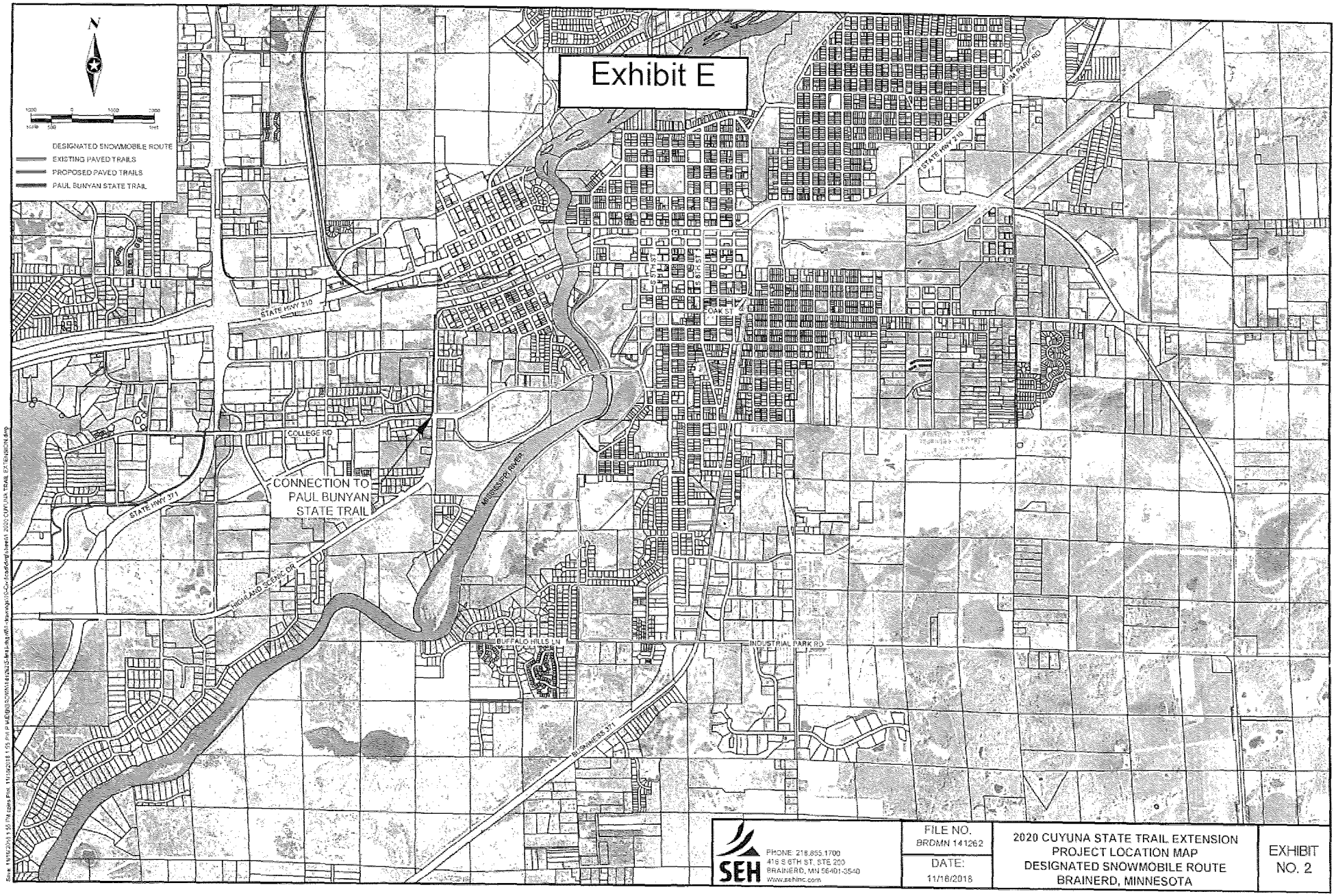
Exhibit E
N
DESIGNATED SNOWMOBILE ROUTE
EXISTING PAVED TRAILS
PROPOSED PAVED TRAILS
PAUL BUNYAN STATE TRAIL
STATE HWY 210
COLLEGE RD
CONNECTION TO PAUL BUNYAN STATE TRAIL
STATE HWY 371
HIGHLAND SCENIC DR
MISSISSIPPI RIVER
BUFFALO HILLS LN
INDUSTRIAL PARK RD
BUSINESS 371
OAK ST
SUM PARK RD
SEH
PHONE: 218.855.1700
416 S 6TH ST, STE 200
BRAINERD, MN 56401-3540
www.sehinc.com
FILE NO.
BRDMN 141262
DATE:
11/16/2018
2020 CUYUNA STATE TRAIL EXTENSION
PROJECT LOCATION MAP
DESIGNATED SNOWMOBILE ROUTE
BRAINERD, MINNESOTA
EXHIBIT
NO. 2

Westerman, Curt (DNR)

From: Westerman, Curt (DNR)
Sent: Monday, January 28, 2019 12:47 PM
To: Paul Sandy
Subject: RE: {external} CLST Brainerd Design and Construction Agreement Executed

Hi Paul,

Just an FYI that I will place the original in the mail tomorrow, you should see it later this week.

Thanks,

RECEIVED
FEB 01 2019
CITY OF BRAINERD
ADMINISTRATION

Curt Westerman
Assistant Area Supervisor | Parks and Trails

Minnesota Department of Natural Resources
1601 Minnesota Drive
Brainerd, MN 56401
Phone: 218-203-4448
Email: curt.westerman@state.mn.us
mndnr.gov

DEPARTMENT OF NATURAL RESOURCES

From: Skaar, Kent (DNR) <kent.skaar@state.mn.us>
Sent: Thursday, January 24, 2019 7:21 AM
To: Paul Sandy <psandy@ci.brainerd.mn.us>
Cc: Miller, Wade (DNR) <wade.miller@state.mn.us>; Westerman, Curt (DNR) <curt.westerman@state.mn.us>
Subject: RE: {external} CLST Brainerd Design and Construction Agreement Executed

Paul,

Unfortunately a scanning error. Please see the attached as a replacement. The originals were placed in the mail yesterday.

My apologies.
Kent Skaar

From: Paul Sandy <psandy@ci.brainerd.mn.us>
Sent: Wednesday, January 23, 2019 2:47 PM
To: Skaar, Kent (DNR) <kent.skaar@state.mn.us>
Cc: Miller, Wade (DNR) <wade.miller@state.mn.us>; Westerman, Curt (DNR) <curt.westerman@state.mn.us>
Subject: RE: {external} CLST Brainerd Design and Construction Agreement Executed

Kent,

It looks like there are some pages missing in the agreement. Is this intentional or just a scanning error?

Thanks

Paul G. Sandy, P.E.
City Engineer | City Of Brainerd
501 Laurel Street, Brainerd, MN 56401
218.454.3411 direct | 218.828.2316 fax
218.513.0172 mobile
Email | psandy@ci.brainerd.mn.us
www.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.

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

From: Skaar, Kent (DNR) <kent.skaar@state.mn.us>
Sent: Wednesday, January 23, 2019 6:56 AM
To: Paul Sandy <psandy@ci.brainerd.mn.us>
Cc: Miller, Wade (DNR) <wade.miller@state.mn.us>; Westerman, Curt (DNR) <curt.westerman@state.mn.us>
Subject: {external} CLST Brainerd Design and Construction Agreement Executed

Paul,

Attached is an executed copy of the Agreement between the City and the State for the design and development of the Cuyuna Lakes State Trail within the City of Brainerd. I will immediately forward an original copy to you thru Wade/Curt.

Thanks Again
Kent Skaar

Brainerd City Council
Agenda Request

Requested Meeting Date: February 19, 2019

Title of Item: Improvement 19-05 - 2019 Street Striping Cost Share Agreement

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** Engineering
Presenter (Name & Title): City Engineer Sandy	**Estimated Time Needed:** 5 Minutes

Summary of Issue:

Attached to this request is a cost share agreement for pavement marking services with Crow Wing County for construction year 2019.

Alternatives, Options, Effects on Others/Comments:

The City, in recent years, has been joining onto Crow Wing County's pavement marking contract. By doing so, the City effectively saves money due to the increased quantity of markings the County performs on their highways. This is also mutually beneficial to the County, as an increased quantity should also help drive down bid costs on their much larger marking contract. The City's responsibilities including staking everything to be marked, ensuring the pavement is in a condition (swept) to receive markings, and final inspection of the marking after application. The County is performing all of the administrative work for the contract, and charges a 3% administration fee for this work. The estimated costs for the markings is $15,068.65. The contract administration fee at 3% construction equates to a cost of $452.06. Total estimated contract amount totals $15,520.71.

Recommended Action/Motion:

Staff recommends approval and execution of the attached cost share agreement with Crow Wing County in the total estimated amount of $15,520.71.

Financial Impact:

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

What is the total cost, with tax and shipping $ Estimated $15,520.71

Is this budgeted? ☑ Yes ☐ No

Please Explain: We budget $10,000/year in striping. However, we have been performing pavement marking contracts every other year as a contracted service. We did not have a pavement marking contract in 2018.

CONSTRUCTION COST SHARE AGREEMENT
WITH THE CITY OF BRAINERD – PROJECT NO. CP 18-200-89
FOR ROADWAY PAVEMENT MARKINGS ON
VARIOUS CITY OF BRAINERD STREETS

This Agreement is made and entered into this day of _____, 2019, by and between the County of Crow Wing, State of Minnesota, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County", and the City of Brainerd, 501 Laurel St., Brainerd, MN 56401 herein after referred to as the "City".

WITNESSETH

WHEREAS, the parties mutually agree that pavement markings desired by the City to be applied to various City streets have the potential to result in overall costs savings when combined with the County project which will provide for pavement markings to numerous county roadways, and

WHEREAS, the County has budgeted funds to complete the project; and,

WHEREAS, the Crow Wing County Highway Department has prepared plans and specifications for the project entitled 2019 PAVEMENT MARKINGS, which plans and specifications are on file in the office of the County Engineer;

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of applying pavement markings to numerous County roadways and City streets as described in the plans and specifications entitled 2019 PAVEMENT MARKINGS on file in the office of the Crow Wing County Highway Department (hereinafter referred to as the “Project”).

II. Duties

A. Design and Construction

The County shall incorporate City provided quantities and maps into the overall bidding package for the Project unless otherwise stated in this agreement. A contract administration fee for the City roads, at a rate of three percent of the City’s construction costs, shall be reimbursable from the City. The County shall do the calling for all bids and the acceptance of all bid proposals and shall enter into a construction contract as the “owner” for purposes of the project..

B. Inspection and Approval

The County and City shall each provide construction inspection and staking for their respective roadways for the Project and approval for acceptance of the work as it is completed. The City will ensure that City streets are swept and in a condition ready to receive pavement markings. The City will notify the County of any concerns that arise during or after the completion of the Project. Approval of the completed construction contract by the County shall be final, binding and conclusive upon the City as to the satisfactory completion of the construction.

III. COSTS

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the estimated

construction costs and shall be so referred to herein. Actual final construction costs may vary and those will be the actual costs for which the relevant parties will be responsible.

B. The estimated construction cost for the City portion of the Project is $15,068.65. Participation in the construction costs is as follows:

1. The City shall pay one hundred percent (100%) of the cost of the pavement markings related to all City streets. The estimated cost to the City for these items is $15,068.65. When adding the three percent contract administration costs of $452.06, the total estimated cost to the City is $15,520.71.

2. The County shall pay for one hundred percent (100%) of the pavement markings related to the remaining County roadways and through agreements with other project partners.

C. The total estimated cost to the City for the Project is $15,520.71 as shown in the attached Exhibit A. This amount is only an estimate and the City agrees to pay its share of actual costs incurred by the County in fulfilling this agreement.

D. After the award of the construction contract for the Project, the County shall update the City as to the current City construction costs. The City shall reimburse the County for its costs within 30 days of receipt of final project costs.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed pursuant to law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformity with State law.

VII. ACCOUNTABILITY

An accounting shall be made of all receipts and disbursements upon request by either party.

VIII. TERMINATION

This agreement shall terminate upon completion of all obligations of the parties under this agreement. This Agreement may be terminated prior to completion by either party only for breach of this Agreement or by mutual consent of the parties.

IX. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Auditor of Crow Wing County, 326 Laurel Street, Brainerd, Minnesota, 56401, on behalf of the County, and City of Brainerd, 501 Laurel St., Brainerd, MN 56401 on behalf of the City.

XI. INDEMNIFICATION

To the extent allowed by law, the City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF CROW WING

By: _____
Robert Hall
Assistant County Engineer

Dated: _____

CITY OF BRAINERD

By: _____
Edwin Menk
Mayor

Dated: _____

Exhibit A

BRAINERD QUANTITIES - COUNTY PROJECT 18-200-89

LINEAR PAINT

ITEM DESCRIPTION	UNITS	TOTAL UNITS	UNIT PRICE	TOTAL COST
4" SOLID LINE PAINT	LIN FT	36716	0.040	1,468.64
6" SOLID LINE PAINT	LIN FT	0	0.070	-
8" SOLID LINE PAINT	LIN FT	0	0.110	-
4" BROKEN LINE PAINT	LIN FT	9590	0.040	383.60
4" DOTTED LINE PAINT	LIN FT	0	0.040	-
8" DOTTED LINE PAINT	LIN FT	0	0.250	-
4" DOUBLE PAINT	LIN FT	14849	0.090	1,336.41

MESSAGE PAINT

ITEM DESCRIPTION	UNITS	TOTAL UNITS	UNIT PRICE	TOTAL COST
PAVEMENT MESSAGE PAINT	SQ FT	4400	2.700	11,880.00
6" SOLID LINE PAINT (HAND)	LIN FT	0	1.100	-
8" SOLID LINE PAINT (HAND)	LIN FT	0	1.200	-
12" SOLID LINE PAINT (HAND)	LIN FT	0	1.700	-
24" SOLID LINE PAINT (HAND)	LIN FT	0	2.250	-
PAINT REMOVAL	SQ FT	0	1.250	-

ESTIMATED CONSTRUCTION COST	$	15,068.65
ESTIMATED CONTRACT ADMINISTRATION (3%)	$	452.06
TOTAL ESTIMATED CITY COST	**$**	**15,520.71**

Brainerd City Council
Agenda Request

Requested Meeting Date: February 19, 2019

Title of Item: NOH - Annual MS4 Stormwater Public Hearing

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☑ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Paul Sandy, City Engineer	**Department:** Engineering
Presenter (Name & Title): Paul Sandy, City Engineer	**Estimated Time Needed:** 2 Minutes

Summary of Issue:

In order to maintain compliance with the City MS4 permit, the City must hold an annual public hearing to allow the public to provide input on the City's Stormwater Pollution Prevention Plan and stormwater management practices.

Alternatives, Options, Effects on Others/Comments:

A short presentation with a public hearing following will be presented at the meeting on March 18, 2019.

Recommended Action/Motion:

Staff recommends setting the annual MS4 Stormwater Public Hearing for March 18, 2019 at 7:30 PM at the City Council Chambers during the regularly scheduled City Council Meeting.

Financial Impact:

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

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

Is this budgeted? ☐ Yes ☐ No

Please Explain:

NOTICE OF ANNUAL STORMWATER PUBLIC MEETING

NOTICE is hereby given that the City Council of the City of Brainerd will hold the Annual Stormwater Public Meeting in the Council Chambers of the City Hall, 501 Laurel Street, Brainerd, Minnesota 56401 at 7:30 p.m. on Monday, March 18, 2019. Any person wishing to express an opinion on the matters to be considered will be heard orally or in writing.

Dated this 19th day of February 2019

CASSANDRA TORSTENSON
City Administrator
City of Brainerd, Minnesota

Publish Brainerd Dispatch March 1, 2019 (once)

Brainerd City Council
Agenda Request

Requested Meeting Date: February 19, 2019

Title of Item: Legislative Agenda

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☑ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: Cassandra Torstenson	**Department:** Administration
Presenter (Name & Title): City Administrator Torstenson	**Estimated Time Needed:** 10 Minutes

Summary of Issue:

During the legislative session bills can move quickly. With this, often a rapid response of support or opposition to a bill being introduced to the legislature is needed and there may not be time to present the issue to the council before the bill will be voted on. Therefore, Department Heads and Administrator Torstenson have drafted the 2019 proposed legislative agenda for your consideration.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Discussion and direction to staff on what the council would like to include or exclude from the 2019 legislative agenda.

Financial Impact:

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

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

Is this budgeted? ☐ Yes ☑ No

Please Explain:

MEMO

TO: City Council, Representative Heintzeman and Senator Ruud

DATE: February 19, 2019

FROM: Cassandra L Torstenson, City Administrator

ITEM: 2019 Legislative Agenda – City of Brainerd

Legislative Agenda

BACKGROUND INFORMATION

The Legislative Agenda provides the framework for legislative priorities and topic areas, established and approved by the City Council, for use by our legislators and city staff when communicating with community stakeholders, legislators, and when testifying on legislative bills.

CITY PRIORITIES

Support

- **Increase LGA** including the restoration of the annual inflation adjustment and ongoing appropriation increases to the LGA formula to move towards funding the total unmet needs of cities. The City also supports the acceleration of annual LGA distribution to assist cities with short term cash flow needs.
- **Fire Safety Account.** We strongly request the Fire Safety Account remain intact and fully funded. This fund supports the State Fire Marshal Division, all the state response teams that we call on, reimbursement for our firefighter training through the MBFTE, and more. Minnesota currently ranks 45th in total investment in the fire service. If we are to continue to provide high quality services to our communities', policymakers will need to improve this ranking.
- **Public Right-of-Way Control -** Upholding local authority to manage and protect its public rights-of-way including reasonable zoning and subdivision regulation and the exercise of local police powers and recognizing that cities have a paramount role in developing, locating, siting, and enforcing utility construction and safety standards within right-of-way or upon and City owned property.
- **Bonding/Funding for the Construction of the Riverfront Trail and Trailhead along the Mississippi River** which will connect to the Cuyuna State Trail
- **Preserve funding for DEED Small Cities** programs and **Restore funding to the DEED Redevelopment Grant Program** used to address blight and polluted sites

Oppose

- **Limiting Public Right-of-Way Local Control -** Any attempt by utility companies, wireless providers, or otherwise to limit a municipalities ability to control and manage its right-of-way or city owned infrastructure such as utility poles.

ADDITIONAL CITY LEGISLATIVE POSITIONS -

FINANCE

Oppose:

- **Any decreases to Local Government Aid (LGA).** LGA is a significant part of the City's finances. Any legislation to change the formula, increase or decrease the level of funding should be closely followed and acted upon by the City. The City also supports an increase in LGA to at least the levels that would have been provided prior to the 2003 cuts, including the restoration of the annual inflation adjustment and ongoing appropriation increases to the LGA formula to move towards funding the total unmet needs of cities. The City also supports the acceleration of annual LGA distribution to assist cities with short term cash flow needs.

- **Levy limits.** Levy limits could unfavorably affect the City. The City further supports the principle of representative democracy that allows elected officials to formulate local budgets without state or other restrictions.

Support:

- **Increase in LGA**, including the restoration of the annual inflation adjustment and ongoing appropriation increases to the LGA formula to move towards funding the total unmet needs of cities. The City also supports the acceleration of annual LGA distribution to assist cities with short term cash flow needs.

- In order to facilitate the financing of large financial public infrastructure projects, the city supports **reducing the special assessment bond election threshold to 15% and the corresponding benefit test to 15%.** This change would provide more financial flexibility for cities with their construction/bonding/assessment decisions and may be more likely to survive an assessment challenge while still providing benefit to the property owner.

- **The City supports the legislature reviewing all existing local government reporting mandates and eliminating redundant and superfluous requirements**. The Legislature should **consolidate municipal government financial reporting requirements** in the Office of State Auditor, **include an electronic submission alternative** to any remaining paper filing requirements, and **authorize the use of web publication** where newspaper publication is currently required. The City supports the Legislature **not increasing the reporting burdens** for local units of government. Any new reporting requirements should have a clearly defined statement of purpose and public need not currently met with existing reports.

- The City supports the Legislature giving cities **permanent authority to crease housing improvement areas and special services districts**. The City also supports the authority to work with their **business communities to establish special service districts** and oppose efforts to restrict the general authority of the tool.
- In order to ensure that taxpayers receive the full benefit of the **local government sales tax exemption**, the City supports the exemption applying to all purchases made by the City, the process to receive the exemption for construction materials being simplified or converted into a refund process, and the exemption being extended to all local government purchases that would otherwise be subject to the motor vehicle sales tax.
- The City **supports a statutory change in which will allow the City to enact a local option sales tax for public improvements and capital replacement costs** including but not limited to those specified in the 2017 legislation.
- To avoid immediate, large tax burdens when an existing taxable property is acquired by an entity qualifying for a Minnesota property tax exemption, the City supports a state law that requires the new owner to continue to pay the property taxes with a 5-year phase-out of taxable value with the caveat that when State, counties, and cities purchase property for public purposes that local unit of government would be responsible for the payment of property taxes to the local taxing authority during that phase out period.

Watch:

- **Changes to Municipal Bonds.** Changes to municipal bond could result in municipal bonds being less attractive to investors which could result in less demand and increased cost for the City.
- **Health Care Reform** – May result in increased/decreased costs to the City.

HUMAN RESOURCES

Suggested topics relative to employment law, labor relations, data practices, open meeting law, personnel and pension items:

Oppose:

- **Unfunded personnel mandates.** If any legislation should be introduced, that provides funding that pays the full cost of any mandated employment-related expenditures.
- **Changes hindering local decision-making authority** with regards to terms and conditions of employment as local officials should determine employee compensation, employee recognition, and make employee benefit decisions. An example of this would be State-required mandatory sick leave for all employees including temporary and seasonal employees.
- **Proposals requiring employers to provide "earned sick and safe time"** affording employees one hour of sick and safe time for every 30 hours worked. This would be a significant cost increase to local units of government. The City supports utilizing the

same eligibility requirements for public employees outlined in state statute for PERA participation if a mandatory sick and safe time program is enacted by the Legislature.

- **PERA retirement benefit improvements** for retirees or active employees until the financial health of the General Plan and Police and Fire Plan is restored. If employer contribution increases are considered, consideration should include an increase in employee contributions so that employees and employers bear the same responsibility to the bring pension plans to full funding.
- **Changes to the open meeting law** that would expand the award of attorney's fees for unintentional violations.

Support

- **Changing the definition of a "public employee"** under Minn. Stat. Ch. 179A (PELRA):
    - excluding temporary or seasonal employees, as well as unpaid volunteers from the PELRA definition of a public employee.
    - by removing the existing 14-hour per week or 67 working day requirement and replacing it with a definition in which employees must work more than an annual average of 20 hours per week.
- **Modify the current Local Government Pay Equity Act** to update and improve the current system so that cities can more efficiently and effectively fulfill the mandated reporting requirements.
- **Support the structure and process to address unfair labor practices (ULPs)** that was utilized before the reestablishment of the Public Employment Relations Board (PERB) in 2014.
- **Legislation that would exclude cities from being forced to pay unemployment benefits as a base employer if the employee is determined to have committed gross misconduct** during their employment with the city, even if the employee voluntarily resigns. Further, the City supports legislation that allow cities (as reimbursing employers) to enter into agreements with employees to not contest a determination of eligibility for unemployment benefits where the employer and employee mutually agree to this as a term of separation.
- **Allowing a comprehensive review of Public Employee Retirement Association (PERA) exclusions** from pension participation with the goal of simplifying current eligibility guidelines.
- **Addressing the funding deficiency created by Minn. Stat. 299A.465 which requires public employers to continue health insurance benefits for firefighters and peace officers injured in the line of duty.**

    NOTE: This law was enacted in 1997 requiring the Department of Public Safety (DPS) to reimburse employers for the full amount of administering this benefit. By 2002, the fund created to provide this benefit became deficient and instead of

increasing the fund, the 2003 Legislature amended the law to pro-rate reimbursements to cities based on the amount available and the number of eligible applicants. This law change triggered significant and unanticipated cost to cities. In 2015, the Legislature expanded the health insurance benefit to include survivors of volunteer firefighters who die in the line of duty – without increasing funding for the reimbursement account.

- **Change Minn. Stat. 471.6161, subd. 5, clarifying the intent of the requirement to bargain over changes in "aggregate value" of benefits** (e.g. changes in provider networks, changes in benefits levels required by an incumbent insurance carrier, changes required for compliance with state and federal laws, including those needed to avoid incurring the federal excise tax known as the "Cadillac Tax").
- **Changing Minn. Stat. 62A.21 to place reasonable limits on health care continuation** for former spouses, similar to the Federal COBRA law.
- **Probationary Periods.** The City recognizes the important contributions veterans have made and supports giving veterans limited preference in employment. With that said, the City supports legislation that would **allow cities to place veterans on probationary periods** upon promotion as they do with other employees; further, to restore the language in Minn. Stat. 197.46 requiring a hearing to be held before a local civil service commission where one exists.
- Legislation that would allow political subdivisions to **charge for the staff time that is required to comply with wide-ranging data requests** regardless of whether copies of data are requested.
- Legislation that would provide **a mechanism that would permit cities to challenge whether a data request is reasonable and made in good faith.**
- Allowing the governing body or a committee created by a governing body **to close a meeting to** interview candidates for management-level positions such as city administrator, superintendent, or department head, and to close a meeting to evaluate and discuss salary and benefit negotiations.

TRANSPORTATION - Statewide Balanced Investment and Increased Transportation Funding

Support:

- **Increases in transportation funding** and a balanced and equitable approach for the needs of the entire state.
- **Local Road and Local Bridge Improvement Program - increased funding or bonding appropriations**
- **Constitutional dedications of money from the General Fund to the Highway User Tax Distribution Fund** but insists that a share of the revenue in that dedication be dedicated to funding non-MSAS streets.

- **Surpluses from the General Fund to be used on Transportation and the funding of city streets** outside of the constitutionally dedicated system.
- **Dedicated state funding for city streets** outside of the constitutional formula.
- **The 50/50 split between the 7-county metro area and Greater Minnesota for the Corridors of Commerce program and at least $200 million in annual funding.**
- The efforts of the legislature to **implement street improvement districts**, much like current laws around sidewalk improvement districts.
- **Changes in cost participation policies** that would allow more local dollars to go towards City projects, rather than cost shares.
- **Bicycle and pedestrian friendly infrastructure** and safety and mobility investments in Greater Minnesota.
- **Effort by MnDOT to encourage private sector contributions to state and local transportation projects**, however, not at the expense of other highway, road, and bridge projects either already programmed for construction or designated as safety risks.
- **Streamlining of transportation funding permitting procedures** and improving the regulatory and administrative processes when developing transportation projects within the community.
- **Project selection process within MnDOT that is transparent, fair, and criteria driven**. If the legislature choses to designate specific projects, it must be done on a regionally balanced basis.
- **Authorization to create, as a local option, additional utilities such as transportation or sidewalk utilities**, that ensure funding and maintenance of these utilities and public amenities.
- **Ability to impose service charges** against private property to ensure the maintenance and safety of the right-of-way without having to prove a fair-market value increase or having to determine whether those contributing to the utility fund are taxable or tax-exempt.
- **Amending chapter 429 of Minnesota statute** to include retaining walls to facilitate public improvements.

Oppose:

- **Any effort to provide increased investment for transit in the metro without an increased investment in highways/roads/bridges/transit in Great Minnesota.**

TRANSPORTATION – Transit

Support:

- **Allocation of bonding dollars for transit and transportation alternatives**
- **Bonding for Greater Minnesota Transit Facilities** in the capital investment bill.
- **Dedication of Motor Vehicle Lease Tax revenues to Greater Minnesota transit**.

TRANSPORTATION - Economic Development

Support:

- **Funding of the MnDOT/DEED collaborative TED program** which allows for competitive grant opportunities for highway improvement and public infrastructure projects that will create jobs and support economic growth.

TRANSPORTATION - Public Utilities

Support:

- **Not being required to locate private service laterals in the public right-of-way and on private property**.
- **Local regulations around private well drilling within municipal water service boundaries to protect aquifer** conservation efforts and maintain stable economic vitality of municipal water utilities.

TRANSPORTATION - Environmental Standards

Support:

- **Cleaning up of polluted waters and preventing further impairment** but recognizes limited financial resources must be spent wisely on those projects leading to the most environmental benefit.
- **Holding townships to the same environmental protection and regulatory standards as cities**.
- **Financial Assistance**. Sufficient state and federal financial assistance provided to local governments when complying with state and federal infrastructure requirements, particularly regarding waste water, storm water, and drinking water facilities.
- **Permit Requirements only through rule making process.** Legislation that requires state agencies to establish permit requirements only when the criteria being used is developed through a rule-making process.
- **Use of science based and peer-reviewed standards** and ensuring the standards are **scientifically and economically viable**.

- **Design and implementation of Minnesota's impaired water program** but wants to ensure equitable funding solutions are found such as state or federal bonding that broadly collect revenue to address this statewide problem.
    - City supports appropriation of constitutionally dedicated clean water revenues that will supplement traditional funding sources for these purposes and the fund not being used for covering budget cuts, backfilling program reductions, or supplant normal state spending on water programs.
- **Increased funding into impaired waters programs** to help fund waste water and storm water related projects and other programs needed for municipal waste water and storm water permitting and technical support.
- The City of Brainerd supports crediting the work underway and already completed by local units of government to limit point source and non-point source pollutant discharges, recognizes the diversity of efforts that needs and exists across the state, supports ensuring the best science available is used to accurately determine the sources of pollutant load in order to maximize positive environmental outcomes and minimize unnecessary regulatory and financial burdens, and supports the MPCA to retain control of the TMDL development process and that all scientific research related to TMDLs is conducted by the MPCA.
- **Legislation targeted at slowing the spread of aquatic invasive species** including **dedicating funding** from the Legacy Amendment and other sources to address this issue.

TRANSPORTATION - Public Right-Of-Way Control

Support:

- **Upholding local authority to manage and protect its public rights-of-way including reasonable zoning and subdivision regulation and the exercise of local police powers** and recognizing that cities have a paramount role in developing, locating, siting, and enforcing utility construction and safety standards within right-of-way or upon and City owned property.
- Local authority to require **reimbursement and compensation from service providers for managing use of public rights-of-way and maintaining City authority** to franchise gas, electric, cable, telecommunications, broadband, open video, and all other wire programming platforms and services.
- **Removal of abandoned equipment** and companying support infrastructure by the service providers from the public right-of-way. The City also **supports broader authority to require underground placement of new or existing services** at the cost of the utility or telecommunications provider.
- **Not placing any further restrictions on City authority to manage siting or wireless facilities in the public right-of-way nor enact compensation restrictions that would result in local government subsidization of wireless providers.**

- **Reimbursing City's** for labor, supplies, and equipment necessary to maintain state rights-of-way to meet city standards and minimize public safety hazards so long that the legislature provides MnDOT with adequate funds to do so.

Oppose:

- **Any attempt by utility companies, wireless providers, or otherwise to limit a municipalities ability to control and manage its right-of-way or city owned infrastructure such as utility poles.**

TRANSPORTATION - Railroads

Oppose:

- The City opposes **any attempt that disproportionally shifts the authority, costs, and or liability from the railroad onto other entities** while recognizing that most railroads did exist prior to incorporation of cities and fairness and equity should be used when determining the costs of upgrades and elimination of safety hazards within corporate limits.

SALES TAX

Support:

- The **local government sales tax exemption** applying to all purchases made my local units of government and the process to receive the exemption for construction materials should be simplified or converted into a refund process.

SPECIAL ASSESSMENTS AND PROCEEDS FROM THE SALE OF TAX FORFEIT PROPERTIES

Support:

- **The City supports the removal of cancellation of local special assessments from state law and allowing cities to receive funding validly assessed and counted on to fund local infrastructure improvements**. The City also supports a change in the distribution of proceeds from the sale of tax-forfeited property to elevate the priority for repayment of unpaid charges for electricity, water, and sewer charges and any unpaid fees prescribed pursuant 462.253 subd, 4(a) and to require those fees be paid immediately after unpaid special assessments.

POLICE

Support:

- **Criminal Background Checks** – prevent individuals who are not legally able to purchase a gun from doing so without background checks at gun shows, online or in private transactions.
- **Criminal Gang Investigative Data System** –amend MN Statute 299C.091 to clarify when a legally identified gang member, who is incarcerated, is removed from the Gang Investigative Data system. Currently, all legally identified gang members are purged from the data system three years after the last record of a conviction or adjudication or stayed adjudication of the individual. Proposed language would be: Unless the individual whom the data pertains to is sentenced to or adjudicated to an adult prison or juvenile placement and the prison or juvenile placement continues to document on-going gang criteria behavior during the placement the three-year conviction period should begin once released.
- **Gun Violence Protective Orders (GVPOS)** – allow law enforcement, qualified health care practitioners, family members and intimate partners who believe an individual's dangerous behavior has a substantial likelihood to lead to violence to request an order from a civil court authorizing law enforcement to temporarily remove any guns in the individual's possession and to prohibit new gun purchases for the duration of the order.
- **Continued Investments for Mandated law enforcement training** – continue the POST Board training reimbursement allocation to local agencies, which began in 2018, into fiscal year 2022-2023 through the Peace Officer Training Fund for mandated training in the areas of recognizing and valuing diversity and cultural differences, conflict management and mediation, crisis intervention and mental Illness crises.
- **Immunity for Veterinarians** – support statutory changes that would allow for veterinarians who are mandated reporters of animal abuse to be immune from civil liability.
- **K-12 Threat Assessments** – support legislation requiring school districts to establish a team of subject matter experts to examine and address school safety issues and specific threats to the students, staff and community. This legislation would move our state beyond physical school safety measures, such as infrastructure improvement grants, passed by the Legislature in 2018.
- **Protect all sworn officers under MS 176.011**- clarify that all sworn officers have the same occupational hazard protections. Current law excludes sworn officers employed by certain state agencies.
- **Law Enforcement Integrity Act** - support allowing for a Minnesota Licensed Peace Officer to be terminated from public employment without opportunity to challenge the remedy of termination should the basis for termination be willful or intentional dishonesty, deception, or similar unethical or illegal conduct that is deemed sufficient to imperil their credibility in court testimony. This does not support limiting an officer's due process right to arbitration.
- **Update of MN Government Data Practices Act** –supports the importance of the current Minnesota Government Data Practices Act for accountability and transparency purposes. However, the City supports legislation to update the Minnesota Government

Data Practices Act to comprehensively address technological changes in the type of sensitive data collected since the Act was first enacted in 1979.

FIRE

Support:

- **Fire Safety Account.** We strongly request the Fire Safety Account remain intact and fully funded. This fund supports the State Fire Marshal Division, all the state response teams that we call on, reimbursement for our firefighter training through the MBFTE, and more. Minnesota currently ranks 45th in total investment in the fire service. If we are to continue to provide high quality services to our communities', policymakers will need to improve this ranking.
- **MnFIRE** An initiative to support firefighter health and wellness
- **Ban on flame retardants** that are hazardous when exposed to firefighters.
- **Increases in funding to public safety benefit (PSOB) fund**.
- **Police and Fire PERA**.

Oppose:

- **Statutory prohibition on residential fire sprinklers** Oppose efforts that would prohibit the adoption of the residential fire code that may require the installation of a fire suppression systems. Residential fire sprinklers save lives. Fire sprinklers are cost-effective. In Minnesota recent studies show the cost of installing residential fire sprinkler systems averages $1.15 per sprinklered square foot, or approximately 1% of new home construction.
- **Expansion of Fireworks**. Fireworks injuries in 2015 were the highest they have been in the last 10 years. 43% of the fireworks injuries in the past ten years happened to people 0-19 years of age. Fire damage due to fireworks in 2014 was $1.75 million.

Continue to watch:

- Creation of Fire Districts
- Pension changes
- Fire code transfer
- School evacuation requirements
- State EOC replacement

PLANNING

Support:

- **LCCMR Funding or Bonding**: for construction of new trails, outdoor education and gathering spaces, and accessible recreational opportunities for all to encourage and improve public health outcomes
- **Continued and increased funding for small city revitalization** (e.g. small cities development program)
- **Increased transportation funds for development/revitalization of multimodal forms of transportation**
- **Timely building code updates that are easily understood and practical** when it comes to both implementation and enforcement (The state is still operating under the 2012 IBC (which it didn't fully implement until 2014/2015) and the implementation of the 2018 IBC update isn't expected until 2020/2021)

Expand:

- Many programs exist for large, urban communities that do not apply to small, rural communities.

HRA

Support:

- **Preserve funding for DEED Small Cities programs**
- **Restore funding to the DEED Redevelopment Grant Program** used to address blight and polluted sites
- Support proposed consensus changes to the tax-exempt bond allocation in order to use this limited resource more efficient
- **Support the $300 million in Housing Infrastructure Bonds (HIB)** to address he affordable housing infrastructure needs in communities throughout the state which includes financing the development of affordable senior housing for households at or below 50% of the area median income.

STAFF CONTACT INFORMATION

Cassandra L Torstenson, ctorstenson@ci.brainerd.mn.us, 218-828-2307