

CITY COUNCIL AGENDA

Brainerd, Minnesota

May 4 2020

7:30 P.M.

WebEx Teleconference Meeting

Call Toll-Free: 844-992-4726

Access Code: 967 494 464

1. Call To Order - 7:30 PM

2. Roll Call

___ T. Erickson ___ J. Lambert ___ K. Stunek ___ D. Pritschet

___ K. Bevans ___ G. Johnson ___ Mayor Badeaux

3. Administer Oath Of Office To Wayne Erickson

Documents:

Oath of Office Agenda Item.pdf

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 April 20, 2020
2. Special Meeting Held on April 27, 2020

Documents:

20200420_CC draft.pdf

20200427_CC Spec Meeting draft.pdf

B. Approval Of Licenses

Contractor Licenses - 1 New

Documents:

CONTRACTOR LICENSE REPORT - 2020-05-04.pdf

C. Department Activity Reports

1. Fire Chief
2. Parks Director
3. HR Director

Documents:

Fire Chief Report.pdf
Parks Director Report.pdf
HR Director Report.pdf

D. Delegation Inspection Services Contract

Documents:

Delegation Inspection Services Contract.pdf

E. Resolution Authorizing Execution Of Documents For Purchase Of Parking Lot

Documents:

RES - Purchase of Memorial Pk Lot .pdf

6. Community Member Of The Month

Documents:

Community Member of the Month.pdf

7. Council Committee Reports

A. Personnel And Finance Committee - 6:45 P.M.

WebEx Teleconference Meeting Information

- Call Toll Free - 844-992-4726
- Access Code - 966 280 431

Documents:

20200504_PF.pdf

1. Approval Of Bills
2. Additional General Liability Insurance Policy

Documents:

Insurance.pdf

3. Building Inspector Promotion

Documents:

Building Inspector Promotion.pdf

4. Select Broker To Assist With 2021 Health Insurance Request For Proposals

Documents:

Select Broker to Assist with 2021 Health Insur Proposals.pdf

5. Minnesota State Investment Funds - One-Time Exception

Documents:

MIF One-Time Exception.pdf

B. Safety And Public Works Committee - 6:45 P.M.

WebEx Teleconference Meeting Information

- Call Toll Free - 844-992-4726
- Access Code - 965 389 894

Documents:

20200504_SPW.pdf

1. Bi-Annual Bridge Safety Inspection Proposals

Documents:

Bi-Annual Bridge Safety Inspection Proposals.pdf

2. Contract Towing Services

Documents:

Contract Towing Services.pdf

3. Cross Jurisdictional Maintenance Agreement With Crow Wing County

Documents:

Cross Jurisdictional Maintenance Agreement.pdf

4. Improvement 20-01 - 2020 Seal Coat Project - Authorization To Bid

Documents:

Authorization to Bid.pdf

5. Downtown Landscaping Revised Quotes

Documents:

Downtown Landscaping Revised Quotes.pdf

8. **Unfinished Business**

A. **Committee Recommendations - Recommended By Mayor Badeaux**

- Dan Hegstad - Cable TV Advisory Committee

Documents:

Hegstad - Cable TV Application.pdf

B. **Call For Applicants - Informational**

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

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

Cable TV Advisory Committee - 2 terms (Expire 2021) - 2 terms (Expire 2022)

Charter Commission - 2 terms (Expire 2020) - 1 term (Expire 2021) - 1 term (Expire 2022) - 1 term (Expire 2023)

Mayor Recommended: (term to expire 09/07 of said year)

Economic Development Authority (EDA) - 1 term (Expire 2020)

Other

Water Tower Committee - Applicants Needed

C. **City Hall And Police Department Remodel Projects Update**

Documents:

Remodel Update.pdf

D. **COVID-19 Update And Discussion**

Documents:

COVID-19 Update.pdf

9. **New Business**

A. **First Reading - Proposed Ordinance No. 1507 - An Ordinance Amending Brainerd City Code Section 421 Uniform Fire Code**

- a. City Administrator Bergman Recommends to Dispense with the Actual Reading
- b. Hold the First Reading of Proposed Ordinance No. 1507

Documents:

First Reading - ORD 1507.pdf

- B. Resolution - Receiving Feasibility Report And Calling A Public Hearing On Improvement - Improvement 14-05 - Old Stonebridge Trail Final Lift**

Documents:

Res - Receive Report and Call PH - Imp 14-05.pdf

- C. Appoint A Council Member To The R5CM Task Force**

Documents:

R5CM Task Force.pdf

- D. Review Council Appointments**

Documents:

Liaison Appointments Agenda Item.pdf

10. Planning Commission

- A. Trinity Children's Center CUP Amendment**

Documents:

Trinity Childrens Center CUP Amendment.pdf

- B. Final Reading - Proposed Ordinance No. 1504 - An Ordinance To Rezone Property At 1420 S. 6th St. From A R-1 (Single Family Residential) District To A B-2 (Neighborhood Business) District**
- a. City Administrator Bergman Recommends to Dispense with the Actual Reading.
 - b. Hold the Final Reading of Proposed Ordinance
 - c. Roll Call Vote

Documents:

Final Reading ORD 1504.pdf

11. Public Forum

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

12. Staff Reports

(Verbal: Any Updates since Packet)

13. Council Member Reports

14. **Public Notices**

15. **Adjourn**

Personnel & Finance Committee will meet at 6:45 PM via WebEx Teleconference

Call Toll-Free: 844-992-4726

Access Code: 966 280 431

Safety & Public Works Committee will meet at 6:45 PM via WebEx Teleconference

Call Toll-Free: 844-992-4726

Access Code: 965 389 894

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

MISSION

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

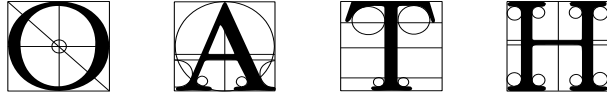


Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Administer Oath of Office to Wayne Erickson

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jennifer Bergman	Department: Administration
Presenter (Name & Title): Jennifer Bergman, City Administrator	Estimated Time Needed: 5 minutes
Summary of Issue: At the Special City Council meeting on April 27th, the Council appointed Wayne Erickson as the Ward 3 City Council member which was vacated when Alderman Badeaux was appointed as the Mayor.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Administer Oath of Office to Wayne Erickson.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



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

I, Wayne Erickson, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Minnesota, and that I will faithfully discharge the duties of the office of City Council Ward 3 of the City of Brainerd, Minnesota, to the best of my judgement and ability, so help me God.

Wayne Erickson

Subscribed and sworn to before me this ____ day
of _____, 2020.

Jennifer Bergman
City Administrator

**Brainerd, MN
April 20, 2020**

Pursuant to due call and notice thereof, the regular meeting of the Brainerd City Council via WebEx teleconferencing was called to order at 7:33 P.M. by Council President Johnson.

Upon roll call, the following members were noted as present: Bevans, Erickson, Lambert, Stunek, Pritschet and Johnson. Mayor Badeaux 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 TO AMEND THE AGENDA BY ADDING DISCUSSION REGARDING LEASED PARKING LOT FEES UNDER NEW BUSINESS.

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

Due to conducting the meeting electronically, all motions will be voted on by a roll call vote for accuracy.

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

A. Approval of the Minutes of the Special Meeting held on April 6, 2020, the Regular Meeting held on April 6, 2020 and the Special Meeting held on April 7, 2020 - Approved

B. Approval of Licenses – Approved

Contractor Licenses – 1 – New

C. Department Activity Reports - Approved

1. Police Chief
2. Finance Director

D. Commercial Plumbing Plan Review Delegation Agreement - Approved

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

Presentations

The Chair welcomed Tyler Glynn, executive director of Brainerd Lakes Economic Development Authority (BLAEDC), who gave an update to current programs being discussed at county and state level due to COVID-19. He indicated the federal Paycheck Protection Program (PPP) has been exhausted of available funds at this time. He said many local financial institutions have been working hard at processing hundreds of applications for funding opportunities. He stated the Unified Fund Board met recently. He gave a brief update of loan activity and it was decided to continue business as usual with the program as it was designed to do.

Council Committee Reports

Safety and Public Works Committee Report

Resolution – Establishing Municipal State Aid Street – Adopted by Resolution No. 19:20

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO ADOPT A RESOLUTION IN WHICH DESIGNATES NW 4TH STREET/RIVERSIDE DRIVE FROM HIGHWAY 210 TO BEAVER DAM ROAD (CSAH 5) AS A MUNICIPAL STATE AID STREET UNDER THE DESIGNATION OF COUNTY STATE AID HIGHWAY TURNBACK.

Council Member Johnson asked staff if the City is limited a certain number of miles that are state aid streets. City Engineer Sandy explained when the City receives streets from other jurisdictions, those street miles are not included in the state aid allotment.

RESOLUTON NO. 19:20

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

Quotes for Downtown Landscaping – Direction Provided

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO DIRECT COMMUNITY DEVELOPMENT DIRECTOR CHANSKI TO NEGOTIATE WITH THE THREE BIDDERS FOR A REDUCED SCOPE OF WORK AND COST NOT TO EXCEED \$8,000.

Committee Chair Bevans stated with the assistance from the Parks Department and the part time maintenance position being filled, we would not need the extent of work that was in the bid.

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

Personnel and Finance Committee Report

Approval of Bills - Approved

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

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

Contract for Inspection Services - Approved

MOVED AND SECONDED BY ALDERMEN STUNEK AND ERICKSON TO ACCEPT THE REQUEST FOR PROPOSALS (RFP) RESPONSE FROM CITIES TO LAKES INSPECTION SERVICES AND DIRECT STAFF TO ENTER INTO NECESSARY NEGOTIATIONS AND DEVELOP A CONTRACT FOR SERVICES AGREEMENT TO BE APPROVED BY COUNCIL.

Community Development Director Chanski clarified Scott Sadusky, owner of Cities to Lakes Inspection Services will be paid the rate of \$95/hour for servicing the Harrison and Brainerd High School projects and 75% of permit fees for future projects. Community Development Director Chanski stated the City will retain 25% of the permit fees by retaining an inspection service, which would not be the case if the state took over those projects, and we may not have regained the delegation when Building Official Deseth is qualified.

Council Member Bevans stated the City has positive history with Mr. Sadusky as being a past City employee. He explained there are crucial projects taking place that need inspection services and Mr. Sadusky has the qualifications to complete these tasks.

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

League of MN Cities Insurance Trust (LMCIT) Premium Renewal '20-'21 – Approved

Committee Chair Stunek explained this policy has an additional rider offered for the hydro-dam. He stated this will be discussed with Brainerd Public Utilities to fund the extra cost, which will be brought back at the May 4th, 2020 Council Meeting.

MOVED AND SECONDED BY ALDERMEN STUNEK AND ERICKSON TO APPROVE THE INSURANCE RENEWAL FROM THE LEAGUE OF MN CITIES INSURANCE TRUST FOR MARCH 1, 2020 – FEBRUARY 28, 2021 EXCLUDING THE ADDITIONAL RIDER FOR THE HYDRO-DAM.

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

Police Sergeant Promotion - Approved

MOVED AND SECONDED BY ALDERMEN STUNEK AND BEVANS TO APPROVE PROMOTING POLICE OFFICER PAUL ROSIER TO POLICE SERGEANT EFFECTIVE APRIL 21, 2020 CONTINGENT UPON A BACKGROUND INVESTIGATION AND SET HIS WAGE AT THE STEP 3 RATE OF THE TEAMSTERS LABOR AGREEMENT OF \$35.67 PER HOUR.

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

Update Regarding 2020 Seasonal/Temporary Hiring's - Approved

MOVED AND SECONDED BY ALDERMEN STUNEK AND ERICKSON TO APPROVE THE HIRING OF ISAIAH ESCODECO AS OUR 2020 ENGINEERING INTERN AT \$15 PER HOUR WITH A TENTATIVE STARTING DATE OF MAY 11, 2020; FURTHER TO AUTHORIZE STAFF TO DETERMINE IF THE POSITION WILL STILL BE NEEDED UP TO ISAIAH'S OFFICIAL HIRING DATE FOR SAID POSITION AND MOVING TEMPORARY FUTURE HIRING'S TO THE CONSENT CALENDAR.

Upon roll call, members Bevans, Erickson, Lambert, Stunek, Pritschet 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/)

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

Cable TV Advisory Committee – 2 terms (Expire 2021) - 2 terms (Expire 2022)

Charter Commission – 2 terms (Expire 2020) - 1 term (Expire 2021) – 1 term (Expire 2022) – 1 term (Expire 2023)

Mayor Recommended: (terms to expire 09/07 of said year)

Economic Development Authority (EDA) – 1 term (Expire 2020)

Other

Water Tower Fundraising Committee – Applicants Needed

New Business

Appoint Chair for Personnel and Finance Committee - Approved

Council President Johnson appointed Council Member Pritschet as Chair of the Personnel & Finance Committee.

Authorize Curbside Pick Up at the Brainerd Public Library - Approved

City Administrator Bergman indicated the library would like to offer curbside pick up services to residents while following the Governor's recommendations for social distancing.

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND BEVANS TO APPROVE CURBSIDE PICK UP AT THE BRAINERD PUBLIC LIBRARY.

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

Discussion on Recommendations to the Park Board

City Administrator Bergman explained the Park Board has a special meeting scheduled for April 22, 2020 to discuss the parks and recreation programs. She said they will also review beach, pier and dog park regulations. She gave a brief outline of the role of the City regarding the Park Board.

Park Director Sailer gave a detailed review of the Parks and Recreation facility and program considerations due to COVID-19.

Council Member Johnson indicated a resident inquired about the Community Gardens and the ability to use them this year. Park Director Sailer explained the Community Gardens are not a park function, although the Parks Department takes the registrations. He stated the payments are made to Brainerd FFA Alumni and a separate committee takes control.

Council discussion took place.

Council directed City Administrator Bergman and Park Director Sailer to follow up with the Park Board, and to allow as many outdoor recreational opportunities as possible while adhering to state and federal guidelines.

First Reading and Set Public Hearing – Proposed Ordinance No. 1503 – Petition for Annexation - Approved

Community Development Director Chanski explained the details of the property and application. He indicated the applicant recently purchased a vacant lot next to their property and would like it included in the City of Brainerd.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND PRITSCHET TO DISPENSE WITH THE FIRST READING OF PROPOSED ORDINANCE NO. 1503 – AN ORDINANCE PROVIDING FOR THE ANNEXATION OF PROPERTY 41170508 TO THE CITY OF BRAINERD AND SET THE PUBLIC HEARING FOR JUNE 1, 2020.

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

Planning Commission

First Reading – Proposed Ordinance No. 1504 – An Ordinance to Rezone Property at 1420 S. 6th St. From an R-1 (Single Family Residential) District to a B-2 (Neighborhood Business) District - Approved

Community Development Director Chanski stated this application was submitted by Trinity Children’s Center, which is located on the Trinity Lutheran Church property, for the purpose of bringing the property into compliance with the zoning code. He explained the details in which the current Conditional Use Permit is considered legal non-conforming.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS TO HOLD THE FIRST READING OF PROPOSED ORDINANCE NO. 1504 – AN ORDINANCE TO REZONE 1420 S 6TH ST FROM AN R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO A B-2 (NEIGHBORHOOD BUSINESS) DISTRICT.

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

First Reading – Proposed Ordinance No. 1505 – An Ordinance to Rezone Unaddressed Properties on 2nd St. NW and Jackson St. from R-2 (Medium Density Residential) and R-3 (High Density Residential) Districts to a B-4 (General Business) District - Denied

Community Development Director Chanski explained the details of the application that was submitted on behalf of Gustafson Properties LLC to rezone these properties to allow mini-storage facilities, which are currently not allowed in residential districts.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND PRITSCHET TO DENY THE FIRST READING OF PROPOSED ORDINANCE NO. 1505 – AN ORDINANCE TO REZONE UNADDRESSED PROPERTIES ON 2ND ST. NW AND JACKSON ST FROM R-2 (MEDIUM DENSITY RESIDENTIAL) AND R-3 (HIGH DENSITY RESIDENTIAL) DISTRICTS TO A B-4

(GENERAL BUSINESS) DISTRICT AND APPROVE TO WAIVE THE SIX MONTH WAITING PERIOD TO SUBMIT A NEW APPLICATION.

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

First Reading – Proposed Ordinance No. 1506 – An Ordinance Amending Section 515-64: General Business District to Allow Mini-Storage Facilities as a Conditional Use - Denied

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS TO DISPENSE WITH THE ACTUAL READING OF PROPOSED ORDINANCE NO. 1506 – AN ORDINANCE AMENDING SECTION 515-64: GENERAL BUSINESS DISTRICT TO ALLOW MINI-STORAGE FACILITIES AS A CONDITIONAL USE.

Council discussion took place.

Upon roll call, member Lambert voted “aye.” Members Bevans, Erickson, Stunek, Pritschet and Johnson voted “nay”. The Chair declared the motion failed.

MOVED AND SECONDED BY ALDERMEN STUNEK AND PRITSCHET TO DENY THE FIRST READING OF PROPOSED ORDINANCE NO. 1506 – AN ORDINANCE AMENDING SECTION 515-64: GENERAL BUSINESS DISTRICT TO ALLOW MINI-STORAGE FACILITIES AS A CONDITIONAL USE.

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

Tower Motors Conditional Use Permit (CUP) - Approved

MOVED AND SECONDED BY ALDERMEN LAMBERT AND ERICKSON TO APPROVE THE CONDITIONAL USE PERMIT FOR TOWER MOTORS TO OPERATE AN AUTOMOBILE DEALERSHIP WITH ASSOCIATED MECHANIC SHOP AT 624 WASHINGTON STREET AND SECONDHAND AUTO LICENSE APPLICATION CONTINGENT ON STAFF APPROVAL.

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

(Added Item) Leased Parking Lot - Approved

City Administrator Bergman explained the details of the leased parking and the recommendation to defer payments for the second quarter, which is April, May and June.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO SUSPEND THE LEASED PARKING LOT FEES FOR THE SECOND QUARTER OF 2020 AND REFUND THOSE THAT PAID IN ADVANCE.

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

Public Forum

The Chair opened the public forum at 9:02 p.m. and directed IT Director Strong to unmute the callers.

No one came forward.

The Chair closed the public forum at 9:03 p.m.

Staff Reports

City Administrator Bergman reviewed her report and stated she has had discussions with the Downtown Business Coalition and Crow Wing Co-Op for their input regarding the Farmers Market. She also announced the remodel taking place at City Hall is ahead of schedule, due to staff working remotely. She explained the plan at this time would be to move furniture back to their respective areas on May 4th and 5th. She said if the Governor lifts the stay at home order, staff would be back working at City Hall on May 6th.

City Administrator Bergman stated there is a drop box located near the glass elevator doors in the parking lot for residents to submit applications or payments which is checked regularly. She indicated all City services continue to function and calls are being answered.

City Administrator Bergman clarified only one application has been received to date for the vacant City Council position, when she had previously thought two applications were submitted. She encouraged the Council to reach out to anyone they may know of that expressed interest to apply.

City Engineer Sandy stated the HVAC system has now been replaced at City Hall and progress is ahead of schedule. He indicated the Police Department remodel is under budget, due to the facility being closed to the public and a temporary vestibule was not needed at the entrance.

Police Chief McQuiston indicated it is law enforcement's job to uphold the laws of the state, including the stay at home order and required closures of businesses. He added certain regulations needed to be enforced and they appreciate the community being compliant.

Community Development Director Chanski reminded the community of the 2020 Census and encouraged everyone to respond to the Census request. He said it benefits communities to submit the request and provide the proper resident counts. He also announced the building department software conversion went live this week.

Council Member Reports

Council Member Johnson announced the HRA Executive Director position closed on April 15, 2020 with interviews for the five candidates to follow.

Mayor Badeaux stated his first week as Mayor went great and thanked the Council for approving the parking lease waiver because everything helps during this situation.

Adjourn to Special City Council Meeting April 27, 2020 at 6:00 P.M.

The Chair adjourned at 9:25 p.m.

Jennifer Bergman
City Administrator

**Brainerd, MN
April 27, 2020**

Pursuant to due call and notice thereof, the special meeting of the Brainerd City Council via WebEx teleconferencing was called to order at 6:02 P.M. by Council President Johnson.

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

Appoint Council Member to Fill Vacant Ward 3 City Council Position

MOVED AND SECONDED BY ALDERMEN BEVANS AND STUNEK TO APPOINT WAYNE ERICKSON TO THE WARD 3 CITY COUNCIL POSITION, EFFECTIVE MAY 4, 2020.

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

Council Member Johnson recognized Wayne Erickson, who thanked the Council for the opportunity to be a part of the City Council and looks forward to serving his community.

The Council welcomed Wayne Erickson to the City Council.

Adjourn

The Chair adjourned at 6:08 p.m.

Jennifer Bergman
City Administrator

CITY OF BRAINERD
LICENSED CONTRACTORS
CITY COUNCIL MEETING
May 4, 2020
(1 New)

CONTRACTOR	TELEPHONE	TYPE	INSURANCE	BOND	STATE NO.
PARROTT CONTRACTING INC 30090 STATE HWY 93 HENDERSON, MN 56044 20-0169	(507) 248-9697	EXCV	04/27/2020	12/31/2020	

Brainerd Fire Department

To: Mayor and City Council
From: Tim Holmes, Brainerd Fire Chief
Date: April 30, 2020
Re: April Activity Report

Brainerd Fire Department has continued to monitor all the information associated with COVID-19 and remain committed to protecting our firefighters and the community. We have continued to stay busy with calls, however have not been able to participate in any public events.



Our Paid-on Call Firefighter testing that was scheduled for April and has been postponed. We continue to take applications and will try to test and hire this summer or early fall.

Brainerd Fire Department participated in the statewide Homemade Mask drive and collected 764 masks from people in the community. The masks will be distributed to congregate care facilities throughout our community.



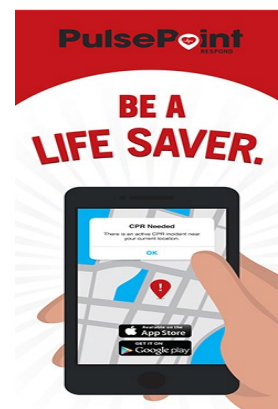
We were able to complete our required annual Airport Rescue Fire Fighter (ARFF) training. The class was modified to accommodate the CDC Guidelines and was split into smaller groups over 2 days. We enjoy being part of the incredible service the Brainerd Lakes Regional Airport provides to the area.



Brainerd Fire Department is excited to announce the internal “soft” launch of PulsePoint in Crow Wing County. As many of you know, PulsePoint Respond is a Smartphone app designed to support public safety agencies working to improve cardiac arrest survival rates through improved bystander performance and active citizenship. PulsePoint Respond empowers everyday citizens to provide lifesaving assistance to victims of sudden cardiac arrest.

Application users who have indicated they are trained in CPR and willing to assist in case of an emergency can now be notified if someone nearby is having a cardiac emergency and may require CPR. If the cardiac emergency is in a public place, the location-aware application will alert trained citizens in the vicinity of the need for bystander CPR simultaneous with the dispatch of our crews to the medical emergency. The application also directs these citizen rescuers to the exact location of the closest publicly accessible Automated External Defibrillator (AED). User notification only occurs after the 9-1-1 system has been activated.

You can download the free app in either the Apple App Store or on Google Play by simply searching for “PulsePoint”. Once you have the app downloaded, click Nearby CPR-Needed in the notifications to receive these lifesaving alerts.



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

Structure Fire	3
Grass Fire	5
Vehicle Crash with Injuries	4
Gas Spill, Leak	2
Assist Other Governmental Agency	4
Good Intent	4
Unauthorized Burning	6
Canceled Enroute	4
Alarm System Activation	11
Total	43

City of Brainerd Incident Report

Vehicle Crash with Injuries	2
Gas Spill, Leak	1
Assist Other Governmental Agency	3
Unauthorized Burning	4
Canceled Enroute	1
Good Intent Call	1
Alarm System Activation	5
Total	17

Parks and Recreation Report

May 2020

Summer programming and facility rentals

With Gov. Walz' executive order, which affects team activities and social distancing, staff provided the Park Board with various scenarios to get adult and youth programs up and running should the order be lifted (see attached).

The Park Board voted to suspend taking youth program registrations until Gov. Walz rescinds the directive on team activities.

Adult softball league play will be postponed until the governor rescinds the directive on team activities. Teams have already paid a deposit, or the full fee, for the summer leagues. Depending on how long the guidelines are in place, staff has prepared options for starting the season later, combining a summer/fall league, or just having a fall league with paid fees being rolled over to whichever option happens.

The Lum Park campground and pavilions will remain closed until the governor's directive is rescinded. Persons who have already reserved facilities have been notified the campground and pavilions may not be allowed to be open and refunds will be given.

The public restrooms will be closed until the directive is rescinded.

Playgrounds, ballfields and the dog park have signs posted recommended social distancing and asking people to follow the CDC and MDH guidelines. Signs will be posted at the Lum Park beach once the weather warms up.

The Park Board will recommend to the Community Garden committee that it suggest odd/even days to work in the garden based on the odd/even garden plot numbers. Parks staff is only responsible for taking garden plot reservations. Checks are made out to the Brainerd FFA Alumni, and Community Garden committee handles the operation of the garden.

The tennis court nets at Gregory Park will not be put up until at least May 12 when the Park Board will revisit the recommendations from the United States Tennis Association.

Staff emphasizes the city's parks remain open but urge users to comply with social distancing and follow CDC and MDH recommendations.

Memorial Park project

The Park Board approved seeking Requests for Proposals for the Memorial Park project. The Park Board approved the staff recommendation of doing part of the project in 2020 and the remainder in 2021 (see attached).

The 2020 project would include the warming house/pavilion, multi-use hockey rinks and pleasure rink, lighting for the hockey rinks, and a softball field lighting system upgrade. The hockey rinks

will have cement pads with one rink being designed for pickleball courts in the summer. The other hockey rink may be used for pickleball courts or a basketball court.

The 2021 project may include a pavilion by Field 3, a new playground, horseshoe pits, two pathway trails from the Mills Field parking lot to the former BIC parking lot, and a trail loop around the park. The Park Board also discussed adding a splashpad to the design (see below). These amenities and facilities will depend on how much funds remain from the \$1.3 million in bonds approved by City Council (of which \$223,000 was used for the purchase of the Brainerd Industrial center parking lot) and what the amount, if any, received from the requested \$248,623 from the Outdoor Recreation Grant is. Staff should learn the result of the grant application by June.

The Park Board also cited the need to resurface the newly acquired parking lot and indicated the funding for that project may be requested in the 2021 budget.

Splashpad presentation

Emily Noble gave a presentation regarding the status of the splashpad project. She noted that about \$80,000 has been raised. The current design is estimated to cost \$325,000 and includes a recirculating water system which costs about \$70,000. The option of a "pump and dump" water system would reduce the cost and staff was directed to talk with Brainerd Public Utilities on what the water usage rate would be. Ms. Noble said the design, and thus the cost, can be changed or the number of fixtures could be lessened and added later as funds are secured.

The Park Board discussed the possibility of making the splashpad part of the Memorial Park project in 2021.

Rotary Park grant

The Crow Wing Soil and Water Conservation District notified staff that it received a \$50,000 grant from the Conservation Partners Legacy Grant program. Funds must be used by June of 2023.

The funds will be used at Rotary Riverside park to improve vegetation, prevention of invasive species (such as buckthorn), restoration and management, and pollinator best management practices (specifically the Field of Seeds). The CWSWCD will be working with the Brainerd Rotary Club on these projects.

Children's Museum

Kevin Yeager volunteered to represent the Park Board on the Children's Museum task force.

Security cameras

Midwest Security repositioned two security cameras, added one camera under the pavilion ceiling and another inside the warming house at Gregory Park. Cameras needed to be repositioned since we went from an octagonal building to a rectangular structure with different entrance/exit locations. Staff expects the pavilion may be a gathering point for park users and felt it was important to have a security camera in that location.

The cameras located outside take different angled pictures, and are capable of zoom and wide-angle shots, so views will be of the entire exterior of the building, the tennis courts, the bandstand, and the fountain.

Numerous vandals have been apprehended by the Brainerd Police Department by using the security camera photos.

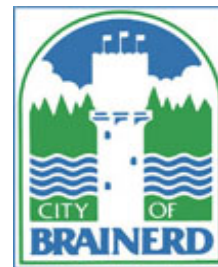
Cost was \$1,863.90. A \$400 donation from the Brainerd Lakes Area Women of today will be used toward the purchase price.

Ski Loons practices and shows

Brainerd Ski Loons president Chris Dens has indicated that the organization will likely cancel shows this summer due to Covid-19 and the governor's social distancing guidelines. This may change if the guidelines are rescinded.

Dr. Dens requested using Lum Park as a staging area for practices that would only involve one or two skiers at a time working on jumping, tricks and wake boarding. No team practices will take place. He stressed that social distancing will be adhered to.

The Park Board acknowledged the update from the Brainerd Ski Loons.



www.ci.brainerd.mn.us/parks

To: Park Board
From: Tony Sailer, Parks Director
Date: April 24, 2020
RE: Summer programming

At its April 22 meeting, the Park Board directed staff to look into various options regarding adult softball, youth baseball and softball, and non-competitive programs which will be affected by Gov. Walz's executive order of social distancing and how it will affect team activities.

At this time nobody knows when the social distancing order will be rescinded.

Staff was directed to look at potential end dates for the adult and youth programs.

Recommendation: The Park Board consider each of the programs separately as all have different aspects to consider.

Adult Softball

In March, the City Council closed all city facilities through May 11.

Men's League I was scheduled to start April 28, Men's II on April 29, Masters on May 1, Women's on May 11, and Co-Ed 1 & 2 on May 14.

All teams have been notified games will be postponed until at least May 12 and start dates could be pushed back even further.

The Park Board approved refunding teams on a per game basis for games not played due to the social distancing directive regarding team sports.

Considerations: Once the social distancing directive is lifted, staff feels it will take a minimum of two weeks to hire umpires, a summer field maintenance employee and concession workers. Umpire also need to take a certification course. This will also give teams time to practice.

Options depending when Gov. Walz rescinds social distancing order:

- 1-Start all leagues the week of May 18
- 2-Start all leagues the week of June 1
- 3-Start all leagues the week of June 15
- 4-Start all leagues the week of July 6
- 5-Cancel the summer leagues or summer/fall leagues. Offer a fall season and summer team fees roll over if individual teams wish to play from Aug. 10 to Oct. 16. This would involve a four-week season, 2 rain dates, and playoffs. Partial refunds may need to be given to teams registered for summer leagues as the fall season has fewer games.

Recommendation: Once the executive order is rescinded, staff will mobilize to hire employees. The optional starting dates can easily be adjusted depending on when teams are allowed to begin playing.

Youth competitive baseball and softball

In March, the City Council closed all city facilities through May 11.

The youth baseball and softball registration deadlines were changed from April 17 to May 8.

Considerations: Once the social distancing directive is lifted, staff feels it will take a minimum of two weeks to hire umpires, summer field maintenance employees, and concession workers. Volunteer coaches will need to be secured. Background checks, for anyone coming in contact with children, take about a week to process. Practice and game schedules will need to be determined. Skills Clinics and drafts will need to take place to make teams as even as possible talent-wise.

Options depending when Gov. Walz rescinds social distancing order:

Youth Baseball

Option 1 – Registration deadline May 8

- 1-Email returning players May 4-8 reminding them to register and explain how the season will play out.
- 2-Secure volunteer coaches, hire season employees, complete and submit background checks May 11-22
- 3-Conduct Skills Clinic and draft week of May 26 – 29
- 4-Practices June 1 - June 12
- 5-Regular season June 15 – July 24. Single-elimination playoffs

Option 2 – Registration deadline June 5

- 1-Email returning players June 1-5 reminding them to register and explain how the season will play out.
- 2-Secure volunteer coaches, hire season employees, complete and submit background checks June 8-19.
- 3-Conduct Skills Clinic and draft week of June 22-26
- 4-Practices June 29 – July 10
- 5-Regular season July 13 – Aug. 21. No playoffs

Option 3 – Registration deadline July 10

- 1-Cancel season but offer skills clinics and scrimmages from July 13 through mid-August.

Recommendation: Suspend registrations until the time Gov. Walz rescinds social distancing directive. This will allow parents a firm determination when programs will start, rather than constantly changing the potential registration deadline. Once this is determined staff can mobilize to correspond with the rescinded directive regarding team activities and the optional dates provided can be modified.

Staff believes parents should be given a two-week notice to register their child(ren); two weeks to secure seasonal employees, volunteer coaches and complete required paperwork; and three weeks for skills clinics, drafts and practices.

Youth Softball - Registration deadline May 8

Option 1

- 1.Email returning players May 4 – 8 reminding players to sign up, also explain what season will play out.
- 2-Secure volunteer coaches, hire season employees, complete and submit background checks May 11-22
- 3-Conduct Skills Clinic and draft week of May 26 – 29
- 4-Practices June 1 - June 12
- 5-Regular season June 15 – July 24. Petite League would have a League Champion (no end of season tournament). There would be an end of season tournament July 25-26 for Junior and Senior leagues.

Option 2 – Registration deadline June 5

- 1-Email returning players June 1-5 reminding them to register and explain how the season will play out.
- 2-Secure volunteer coaches, hire season employees, complete and submit background checks June 8-19.
- 3-Conduct Skills Clinic and draft week of June 22-26
- 4-Practices June 29 – July 10
- 5-Regular season July 13 – Aug. 21. League champions would be awarded. No end of season tournament would be played.

Option 3 – Registration deadline July 10

- 1-Cancel season but offer skills clinics and scrimmages from July 13 through mid-August.

Recommendation: Suspend registrations until the time Gov. Walz rescinds social distancing directive. This will allow parents a firm determination when programs will start, rather than constantly changing the potential registration deadline. Once this is determined staff can mobilize to correspond with the rescinded directive regarding team activities and the optional dates provided can be modified.

Staff believes parents should be given a two-week notice to register their child(ren); two weeks to secure seasonal employees, volunteer coaches and complete required paperwork; and three weeks for skills clinics, drafts and practices.

Non-competitive leagues (Lil' Buckaroos, T-Ball, Intro to Baseball, Rookie Baseball, Minor League Baseball, Soccer Camp, Kickball Camp, Bench Warmer Basketball, Youth Tennis, Miracle League)

Option 1 – Registration deadline May 15 with the seasons June 1-July 23

Option 2 – Registration deadline June 12 with the seasons June 15-Aug. 6

Option 3 – Registration deadline July 3 with the seasons July 6-Aug. 14 (reduced rate for shorter season)

Recommendation: Suspend registrations until the time Gov. Walz rescinds social distancing directive. This will allow parents a firm determination when programs will start, rather than constantly changing the potential registration deadline. Once this is determined staff can mobilize to correspond with the rescinded directive regarding team activities and the optional dates provided can be modified. Rec Aides would need to be hired and background checks completed, and this process should take two weeks. Staff places players on teams.

Staff believes parents should be given a two-week notice to register their child(ren); two weeks to secure seasonal employees, volunteer coaches and complete required paperwork.

Fishing Clinic

The Fishing Clinic is scheduled for May 23 and offers a variety of learning stations, a shore lunch, a fishing contest, gift bags and prizes. Participants register at the free event.

Option 1 – Host event if social distancing directive is rescinded.

Option 2 – Cancel event as rescheduling this event is not an option due to volunteer availability. Spend donations already received to purchase fishing related gear for the 2021 event.

Recommendation: In order to secure volunteers for the learning stations (DNR, Walleye Alliance, etc.) and to purchase fishing related gear for the gift bags and prizes, staff needs to set a May 8 deadline.

Parks on the Go

This free program works in cooperation with Operation Sandwich. One day a week Parks on the Go is at Gregory Park, and another day of the week the program is at Jaycees Park. Staff offers various games to play while individuals pick up lunches. This was a very successful program with positive feedback. Staff has submitted this program idea to the Minnesota Recreation and Parks Association for consideration for an Innovative Parks Program award.

Recommendation: If Gov Walz rescinds the social distancing directive, and if/when Operation Sandwich begins, offer the program.

Tennis Courts

The Park Board voted to not put up nets until May 4 at the earliest. ISD 181 and Baxter Parks and Recreation have not put up nets.

Recommendation: Follow USTA guidelines which currently recommend not putting up nets.

Campground and Pavilions

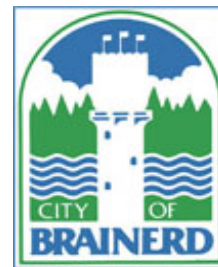
At this time, the Lum Park campground and park pavilions are closed through May 12. Gov. Walz has closed campgrounds and outdoor restrooms, and gatherings of groups of 10 or more, until the social distancing directive is rescinded. Those who have reserved camp sites or pavilions have been told the facilities may not be open.

Recommendation: Follow the governor's executive order. Notify those who have reserved the facilities and refund deposits and payments until the directive is rescinded.

Playgrounds, dog park, ball fields, beach

Currently these facilities are open. The playgrounds, dog park and ball fields have signs posted recommending social distancing and asking people to follow the CDC and MDH guidelines. Signs will be placed at the beach once the weather warms up.

Recommendation: Keep these park amenities open as people are seeking outdoor activities. Make sure signage is at each park posting recommending social distancing and to follow CDC and MDH guidelines.



www.ci.brainerd.mn.us/parks

To: Park Board
From: Tony Sailer, Parks Director
Date: April 24, 2020
RE: Memorial Park project

Knowing that the lease for Mill Avenue Park and the Memorial Park parking lot will expire March 1, 2021, the City Council approved bonding for \$1.3 million for the Memorial Park project.

Mill Avenue Park has a warming house, two hockey rinks, a pleasure rink, an adult softball field and a youth softball field. The Park Board determined the facilities and amenities would need to be replaced and had a series of meetings with Widseth (formerly WSN) to formulate a plan to redesign Memorial Park. The redesign would include a warming house/pavilion, two hockey rinks which will have cement pads and double as pickleball courts on one rink and possibly a basketball court on the second rink, a new playground, reconfigure (auto safe start) the softball field lighting, a pavilion next to Field 3, two trails leading from the Mills Field parking lot to the parking lot located on the western part of the property, and horseshoe pits. Alternate considerations were a trail loop around the parking and a new parking lot (no longer needed).

With the purchase of the BIC parking lot little would change from the original design other than eliminating a trail from Q Street to the concession stand.

The City Council finalized a purchase agreement with Brainerd Industrial Park, LLC, for the parking lot in April. The cost of \$223,000 will be taken from the \$1.3 million.

A DNR Outdoor Recreation Grant application seeking \$248,623 was submitted on March 27. Staff is expecting to be notified in 2 or 3 months if the grant is approved. Staff was notified it may receive the full amount, a reduced amount or receive no funding. If funds are received, they will be added to amount available for the redesign project.

Staff is seeking input on when the Park Board would like to begin the project, and what the scope and timeline of the project will be.

Recommendation: I suggest seeking Requests for Proposals for the entire project, with the caveat that a portion of the project begin in 2020 and, after determining the funds remaining and how much we may receive from the Outdoor Recreation Grant, move forward with the remainder of the project in 2021.

I recommend the 2020 phase is construction of the warming house/pavilion and the multi-use hockey rinks and pleasure rink, and to reconfigure the softball field lighting. Once the cost is known for the first phase the Park Board can then consider what other features can be constructed in 2021.

Proposed Scope costs Memorial Park Project

Facility e.g. Picnic area, campground, walkway,shelter, restroom ect.	Description Linear feet, dimensions, material used, number of components ect.	Estimated cost	expected completion date
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Non- compromise-able \$941,840

Hockey rink # 1 with composite boards	Newly constructed 80x40 cement rink with boards <i>200 x 80</i>	\$141,000	10/20/2020
Hockey rink #2 with composite boards	Newly constructed 80x40 cement rink with boards <i>200 x 80</i>	\$141,000	10/20/2020
Hockey/ pickle ball lighting	LED overhead lighting	\$150,000	10/20/2020
Pickle ball courts	Painting and netting	\$20,000	10/20/2020
Basketball Court	One hockey rink to be used as basketball court in summer . Voulenteer labor and materials	\$0	5/20/2021
Warming house pavillion	Warming house, pavillion, restrooms and secured picnic tables	\$280,000	10/20/2020
Underground water and sewer utilities for park amenities	300' of water and sewer utility lines	\$40,000	10/20/2020

Compromise-able items \$ 590,480

Playground equipment	Equipment upgrades	\$80,000	10/20/2020
Horse shoe pits	Each pit 48' x 6' size	\$3,000	10/20/2020
Ballfield upgrades	Enlarged area of 300' outfield with netting and improved lighting systems	\$25,000	10/20/2020
picnic and gathering shelter	Wood shelter with cement pad, lighting and tables	\$116,000	10/20/2020
Walking trail	Crushed granite path surrounding park for walking and skiing	\$30,000	10/20/2020
Frisbee golf course	Voulenteer labor and materials	\$0	10/20/2020
Splash pad	Pump and dump concrete splash pad , tables, benches and shelter	\$150,000	10/20/2020
Vehicle access road.	Paved road for vehicles	\$31,000	10/20/2020
Large parking lot maintenance	Crack seal, minor patch seal and stripe	\$20,000	10/20/2020
consession stand upgrades	Cement floor for concession stand	\$10,000	10/20/2020
Excavation of site	As per requirements	\$19,000	10/20/2020
Sub Total		\$1,256,000	

Contengency 5%		\$62,800	
engineering 9%		\$113,040	
construction Admin.8%		\$100,480	
Total		\$1,532,320	



www.ci.brainerd.mn.us/parks

To: Park Board members
From: Tony Sailer, Director
Date: April 10, 2020
Re: Memorial Park project

As you may have heard the City purchased the Memorial Park parking lot for \$223,000. These funds will come out of the \$1.3 million the City will bond for to complete the redevelopment project. One part of the purchase agreement is that BIC will be responsible for removing the structures at Mill Avenue Park. We will be able to use Mill Avenue Park until March 1, 2021.

The Outdoor Recreation Grant application was submitted March 27 and we should hear within 2 or 3 months if we will be awarded funds. The grant request was for \$248,623. We could receive no funds, some or all that were requested.

At the April 28 Park Board meeting the Memorial Park project will be listed as an agenda item.

To assist in the discussion, I am asking that each Park Board member – working strictly independently of each other to avoid violation of the Open Meeting law – identify your priorities for the redevelopment with the funds that are known to be available, and consider the direction you would to see as we move forward with this project. Do you have any changes you would like to see in the plan?

Attached is the design and cost estimate finalized last fall which did not include the City purchasing the parking lot.

When Requests for Proposals are sent out, we can list parts of the project as “alternatives.” These are parts of the project that can be included in the scope of the project if funds are available (for example, the trail loop around the park).

To get you started, we should no longer need the access path from Q Street to the concession stand since we can now use the parking lot. Another area is that we will no longer need the additional parking lot south of Mills Field.

Also, it has been requested for the Splash Pad Committee to give a presentation at April's meeting. Would the Park Board consider the splash pad be included in the redesign?

At the Park Board meeting I will be seeking direction on:

- 1-The scope of the project the Park Board would like to see
- 2-When to send out RFPs
- 3-When the Park Board would like to see the project begin and what the facility priorities are
- 4-Do we repair, seal coat or put in completely new asphalt in the recently purchased parking lot, or leave it as is for the time being. I will be seeking estimates from Anderson Brothers prior to the Park Board meeting.

Please contact me if you have any questions. I am mostly working from home, so the best way to reach me is via email.

Thank you for your time and effort!



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: HR Director Report

☐ INFORMATION ONLY ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: HR Director Kris Schubert	Department: HR
Presenter (Name & Title): HR Director Kris Schubert	Estimated Time Needed: n/a
Summary of Issue: Attached is a listing of temporary/seasonal employees that have currently received a conditional job offer and have successfully completed their background checks. As discussed at the April 20, 2020 Council meeting, the City Attorney has recommended that the City Council officially approve the hiring of all employees, including our temporary/seasonal staff.	
Alternatives, Options, Effects on Others/Comments: The dates of hire are still considered tentative at this point awaiting additional direction from Governor Walz regarding the status of the "Safer at Home" Order due to COVID-19. I have also included a notation if the individuals are eligible for funding under Sourewell's Internship Program. Please note that if funding arrangements are approved by Sourcewell, Sourcewell will reimburse the City for wages paid up to \$12 per hour and up to 640 hours. These individuals are expected to work 536 hours (67 working days).	
Recommended Action/Motion: n/a - consent calendar.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> The wages offered comply with the City's 2020 budget. Also, the City had budgeted to receive Sourcewell funding for four interns this year and that funding is expected to be obtained. BPU should receive funding for two interns.	

2020 Interns/Temporary Employee List

			Date of	Hourly	Eligible for
	Name	Job Title	Hire	Rate	Sourcewell Funding
1	Jessica Ernster	Marketing Intern	5/11/2020	\$ 12.00	Yes
2	Kristen Athmann	HR Intern	5/18/2020	\$ 13.25	Yes
3	Kirsten Goldstein	GIS Intern	5/11/2020	\$ 15.00	No-not a student
4	Joseph Pfeiffer	Park Intern	5/4/2020	\$ 13.00	Yes
5	Jim Whitcomb	St Laborer	5/4/2020	\$ 12.00	No-not a student
6	Aaron Hanson	Code Compliance	5/11/2020	\$ 14.00	Yes
Submitted for Consideration at May 4, 2020 Council Meeting					



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Delegation Inspection Services 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 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): David Chanski, CDD	Estimated Time Needed:
Summary of Issue: Staff presented the RFP responses for Delegation Inspection Services during the April 20, 2020 council meeting. Council accepted the RFP response from Scott Sadusky and directed staff to develop a contract agreement with Mr. Sadusky to be approved by Council.	
Alternatives, Options, Effects on Others/Comments: The attached contract agreement has been approved by the City Attorney, staff, and Mr. Sadusky.	
Recommended Action/Motion: Approve the contract agreement for delegation inspection services with Mr. Scott Sadusky, effective May 5, 2020.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>variable</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> For on-going state projects, Mr. Sadusky will be paid \$95/hr. For future state projects, Mr. Sadusky will be paid 75% of both the permit fee and plan review fee.	

**CITY OF BRAINERD-
BUILDING INSPECTION SERVICES AGREEMENT WITH
SADUSKY RENOVATIONS, INC.**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the City of Brainerd, a municipal corporation of the State of Minnesota (the "City"), and Sadusky Renovations, Inc., a Minnesota corporation.

WHEREAS, Scott Sadusky is the Chief Executive Officer of Sadusky Renovations, Inc. and a Certified Building Official licensed by the State of Minnesota's Department of Labor and Industry for delegated projects and has declared his desire to perform building code inspection services for the City, working with third parties where necessary to comply with licensure requirements; and

WHEREAS, Mr. Sadusky and Sadusky Renovations, Inc. are, individually and collectively, referred to as State Delegated Building Official unless otherwise indicated; and

WHEREAS, State Delegated Building Official wishes to enter into a contract with the City, as an independent contractor, to provide his service, labor, and expertise as a State Delegated Building Official to provide information to City customers or City staff as needed, and to perform other legally permissible duties and functions as assigned by the City Administrator, and the Community Development Director, and City Building Official; and

WHEREAS, State Delegated Building Official is authorized to, and is capable of, working elsewhere, and is free to carry on any other activity he sees fit, within his own discretion, provided that he performs the tasks undertaken for the City; and

WHEREAS, the City and State Delegated Building Official believe it to be in their respective best interests to enter into this Agreement according to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises herein, the sufficiency of which are hereby acknowledged, it is agreed between the parties as follows:

STATUS AS INDEPENDENT CONTRACTOR

1. Designation of State Delegated Building Inspector. The City designates State Delegated Building Official as the City's building official for state delegated projects. It is recognized that State Delegated Building Official may rely on the assistance of others to perform the services addressed by this Agreement, but that Scott Sadusky shall ultimately be accountable for the performance of his firm. It is also recognized with this agreement that Scott Sadusky perform inspections for the City for state delegated projects. It is further recognized that Scott Sadusky shall perform cursory state delegated plan review for the City.
2. Independent contractor. State Delegated Building Official is an independent contractor and is not an employee of the City.
3. No benefits. The City shall not provide benefits of any sort typically the responsibility of an employer to an employee, including, by way of illustration, but not necessarily limited to, paid vacations, sick days, holidays and overtime.

4. No withholdings. The City shall not withhold monies for payment of federal or state income taxes, social security benefits, or other employee related benefits for Building Inspector. State Delegated Building Official shall be responsible for all of his tax, unemployment and related estimates, if any.
5. Employment insurances. The City shall not be responsible for and shall not carry worker's compensation insurance or unemployment compensation insurance, nor shall it incur other typical employee expenditures, for the benefit of State Delegated Building Official.
6. Vehicle. State Delegated Building Official shall provide a satisfactory motor vehicle to perform inspections. State Delegated Building Official shall maintain a valid driver's license.
7. Liability. To the fullest extent permitted by law, the State Delegated Building Official agrees to defend and indemnify the City, and its officers, employees, and against all claims, damages, losses, and expenses, arising out of or resulting from the performance of work under this Agreement; except to the extent the city is obligated under Minn. Rule 1300.0110, subd. 9, to defend the State Delegated Building Official for claims challenging the interpretation or enforcement of building codes or other pertinent laws or ordinances. The State Delegated Building Official agrees this indemnity obligation shall survive the completion or termination of the Agreement.
8. Method of Services. State Delegated Building Official shall perform his services using his independent judgment in the execution of his duties as such duties may be assigned to him from time to time by the City.

SERVICES RENDERED AND RESPONSIBILITIES

9. Code updates. In recognition of changing state and federal building codes and practices in the building trades, and the need for the City to remain in current with its policies, State Delegated Building Official shall be responsible for monitoring changes on the City's behalf.
10. Testifying. In the event State Delegated Building Official is called upon to testify on behalf of the City at a court appearance or otherwise, the City shall compensate State Delegated Building Official at \$95/hr. including travel time to and from the site of said testimony.
11. Professional appearance. State Delegated Building Official shall conduct his services for the City in a courteous and professional manner and shall maintain a professional appearance at all times when performing services on behalf of the City.
12. Reporting. State Delegated Building Official shall provide the following reporting information, without additional charge or compensation:
 - a.) Inspection reports. Records of each inspection performed for each individual permitted project. These records are vital in the event that there is a dispute. An inspection shall be deemed completed only if there is a record of the date and time of such inspection.
 - b.) Final Inspections (Certificate of Occupancy). The Certificate of Occupancy shall be provided to the City upon issuance. The City and State Delegated Building Official recognize the importance of communicating with the Building Official and City staff when a structure is fit for occupancy.

14. Response time. State Delegated Building Official shall perform inspections within a reasonable amount of time.
15. Mileage, training, lodging and meals not paid. The City shall provide no additional compensation to the State Delegated Building Official for mileage for travel, training, lodging or meals relating to performance of services to the City.
16. System of charges. The following method shall be employed in determining the compensation that shall be provided to State Delegated Building Official:
 - a.) Rate Schedule. The established system of charges for State Delegated Building Official's services related to existing State of Minnesota Delegated projects shall be \$95.00 per hour including drive time, which is effective on April 22, 2020. The established system of charges for all new delegated projects are 75% of the building permit fee. The rate schedule shall be subject to change at any time in the form of amendments to this Agreement, by mutual consent expressed in writing, approved and accepted by both parties.
 - b.) Plan Review. The established system of charges for State Delegated Building Official's plan review services shall be 75 percent of the City's plan review fee. The rate schedule shall be subject to change at any time in the form of amendments to this Agreement, by mutual consent expressed in writing, approved and accepted by both parties.
 - c.) Hourly rate. The State Delegated Building Official shall be compensated at the rate of \$95.00 per hour for matters not otherwise addressed by this Agreement.
 - d.) Miscellaneous. If compensation for an activity of the State Delegated Building Official is not expressly established by this Agreement, then it is agreed that it is the intent of this Agreement that both the City and Building Inspector mutually determine, first, whether compensation shall be provided for that specific service, then the extent of such compensation, if any. Any such compensation must be reasonable and not inconsistent with prevailing practice in Crow Wing County. Such agreement may be by verbal understanding, but shall be in writing if requested by either party.
17. Billing timing and format. State Delegated Building Official shall submit invoices for services paid on an hourly basis at least once per month. Invoices for services paid as a percentage of the building permit fee and plan review fee shall be submitted pursuant to the phasing schedule created by the State Delegated Building Official and accepted by the City Building Official. An invoice shall contain at least the following information: 1) The pay period beginning and end dates; and 2) the dates and total hours worked per date. The City's current payment procedures provide for City Council review of payments prior to issuance, at a typical rate of twice each month at the regularly scheduled semi-monthly meetings. Accordingly, the City shall process State Delegated Building Official invoices for payment through the City Council within 35 days of receiving the invoice. The City shall however make a good faith effort to process invoices within 15 days of receiving an invoice. In the event of a dispute concerning an invoiced item, the city shall withhold payment without penalty for thirty days (30) to resolve the matter. In the event the matter is unresolved the city shall escrow funds until the matter is resolved.
18. Minor responsibilities.

- a) The City shall provide the following:
 - a. Administrative Professional services for permit application submittals, scheduling inspections, and permit issuance.
 - b. Complete plan reviews for state delegated projects.
 - c. Use of a photocopy machine for permit projects;
 - d. Inspection forms;
 - e. Building Code Books available for viewing or reference.
 - b) State Delegated Building Official shall furnish the following:
 - a. A constant supply of business cards for distribution by City Staff;
 - b. Building Code Books and other Code Publications to be used in the field; and
 - c. Maintain a work cell phone and email correspondence to communicate with City staff.
19. Errors. In the event that an error is made by the State Delegated Building Official, he shall inform the City promptly and remedy the matter, if practical, after consultation with the City.
20. Termination and departure. This Agreement shall terminate only upon delivery of written notice by one party to the other, and only in accordance with the procedure provided herein.
- a) If by Building Inspector. State Delegated Building Official may terminate this Agreement by providing 45 days written notice to the City. The City shall determine whether State Delegated Building Official shall perform the remaining inspections for permits previously issued, or whether they will be completed by the new State Delegated Building Official. All records pertaining to incomplete projects shall promptly be delivered to the City. City shall be entitled to the State Delegated Building Official's full cooperation in receiving old records in State Delegated Building Official's control and State Delegated Building Official shall cooperate at any and all times with respect to dealings of any sort, upon request of the City, to be compensated as described in Section 16 above.
 - b) If by City. The City may terminate this agreement with 45 days written notice without cause. In the event the City provides a notice of termination, the City shall determine if the State Delegated Building Official will continue to issue permits during the 45 day notice period, and whether the State Delegated Building Official shall be permitted to conduct the remaining inspections on permits previously issued. If the City determines that it will not permit the State Delegated Building Official to conduct any remaining inspections, then the State Delegated Building Official may invoice for hours worked but yet to be paid, consistent with the compensation provisions above. The records provisions described in Paragraph 20 (a), above, shall govern.

GENERAL

21. Legal compliance. State Delegated Building Official shall comply with all federal, state and local laws, ordinances, rules and regulations.

22. Assignment. State Delegated Building Official shall not assign his obligations hereunder without express written agreement from the City.

23. Notices. Delivery of notices shall be deemed sufficient if delivered personally, or by regular U.S. mail, to the following addresses

City of Brainerd
c/o David Chanski, Community
Development Director
501 Laurel St.
Brainerd, MN 56401

Sadusky Renovations, Inc.
c/o Scott Sadusky, Principal/Owner
26121 Old Mill Rd
Merrifield, MN 56465

24. Amendment, modification and waiver. No amendment, modification or waiver of any condition, provision or term shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

25. Discrimination. State Delegated Building Official shall not, by reason of race, creed or color, in hiring, discriminate against a person or persons who are citizens of the United States or who are resident aliens and who are qualified and available to perform the work to which this employment relates, or in any manner discriminate against or intimidate or prevent the employment of such persons or, on being hired, prevent or conspire to prevent such a person or persons from the performance of work as described herein on account of race, creed or color.

26. Indemnification and hold harmless. State Delegated Building Official shall hold harmless and indemnify the City from and against any and all expenses, costs, damages and liabilities, including attorney's fees and costs, incurred or sustained by the City as a result of State Delegated Building Official's alleged and real acts or omissions in performance of this Agreement, or in the event that the State Delegated Building Official's status as independent contractor is questioned and determined to be otherwise.

27. No other warranties. Other than those expressly stated herein, the City has made no other warranties or representations and State Delegated Building Official has not relied on any such warranties or representations, express or implied, relative to this Agreement.

28. Binding effect. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and to the assigns, executors, personal representative, heirs and successors of the parties.

29. Minnesota law. This agreement shall be construed and enforced in accordance with the laws of the state of Minnesota. Any dispute between the parties shall be venued in the District court in and for the County of Crow Wing, State of Minnesota.

In witness whereof, the parties have caused this agreement to be executed to be effective the date and year set forth above.

CITY

STATE DELEGATED BUILDING OFFICIAL

Dave Badeaux, Mayor

Scott Sadusky, Sadusky Renovations, Inc.

ATTESTED BY:

Jennifer Bergman, City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Adopt Resolution Authorizing Execution of Documents for the Purchase of Parking Lot

☐ INFORMATION ONLY ☒ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jennifer Bergman	Department: Administration
Presenter (Name & Title): Jennifer Bergman, City Administrator	Estimated Time Needed:
Summary of Issue: Crow Wing Abstract, the title company for the purchase of the Memorial Park parking lot, needs a resolution authorizing the City Administrator and the Mayor to sign documents on behalf of the City relating to this transaction. Attorney Langel suggested putting this resolution on the consent calendar.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Adopt Resolution Authorizing Execution of Documents for Purchase of Parking Lot	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

RESOLUTION

No. _____

**RESOLUTION AUTHORIZING EXECUTION OF DOCUMENTS
FOR PURCHASE OF PARKING LOT**

WHEREAS, the City entered into a Purchase Agreement with Brainerd Land, LLC for the purchase of the parking lot property on the west side of Memorial Park; and

WHEREAS, the title company requires a resolution stating who is authorized to execute documents related to the closing.

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

In accordance with the City Charter, the Mayor and City Administrator are hereby authorized to execute all documents necessary to complete the purchase of the parking lot property consistent with the terms of the Purchase Agreement with Brainerd Land, LLC.

Upon a vote duly taken, Members _____ voted "aye" and the

following Members voted "nay": _____.

Adopted this ____ day of ____, 2020

GABE JOHNSON
President of the Council

Approved this ____ day of ____, 2020

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Community Member of the Month

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): Council President Johnson and Mayor Badeaux	Estimated Time Needed: 2 minutes
Summary of Issue: Council President Johnson has nominated Tina Jay with the Community Member of the Month Award for her Social Distancing Dance Party held on Monday, April 27.	
Alternatives, Options, Effects on Others/Comments: A video of the dance party has been prepared and requested to be played.	
Recommended Action/Motion: Present Tina Jay with the Community Member of the Month Award.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☐ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



COMMUNITY MEMBER OF THE MONTH

THE BRAINERD CITY COUNCIL AWARDS

Tina Jay

For her Social Distancing Party in the Brainerd Community

Dave Badeaux
Mayor

David Chanski
Community Development Director

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

**May 4, 2020
6:45 PM**

**WebEx Teleconference Meeting
Call Toll-Free: 844-992-4726
Access Code: 966 280 431**

1. Approval of Bills
2. Additional General Liability Insurance Policy
3. Building Inspector Promotion
4. Select Broker to Assist with 2021 Health Insurance Request for Proposals
5. Minnesota State Investment Funds – One-Time Exception



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Additional General Liability Insurance Policy

☐ 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: At the April 20, 2020 council meeting, the Council authorized accepting the commercial insurance package for the period of March 1, 2020 - February 28, 2021. Weizenegger Engal Insurance, our local agent, shared with the Council at the meeting that the City/BPU could purchase an additional \$1,000,000 excess liability coverage for an annual premium of \$35,614. The letter stated that with our current municipal policy coverage, downstream liability from the hydro-dam exposure is excluded. The Council did not act on the additional coverage at the April 20, 2020 meeting as conversations with BPU about this additional coverage had not taken place.	
Alternatives, Options, Effects on Others/Comments: Our insurance agent provided attached information as to why the City may desire the additional rider - note the information on page 2 in particular. Per our insurance agent: "The hydro-dam is excluded from liability coverage on the primary liability policy. I would like to point out that although the hydro-dam is managed by BPU, it's essentially located in and owned by the City of Brainerd, therefore in the event of a lawsuit the City could and most likely would be named in it. The excess policy would drop down and act as a primary liability coverage for this exposure." Additional questions that have been discussed and that we did not have answers to when the packet went out are: What is meant by downstream liability for the dam - what would be an example that coverage would be needed Has the City ever had a claim that were not covered by the statutory tort statute How many City's of our size purchase this additional policy. Staff has discussed this policy with BPU staff. At this time, we do not feel the additional coverage is needed. The BPU Commission does a separate policy through the LMCIT for the hydro dam.	
Recommended Action/Motion: Staff's recommendation would be not to purchase the additional rider for the March 1, 2020- February 28, 2021 insurance policy since the additional rider it was not budgeted for 2020. Staff would like Council to discuss the rider again for the March 1, 2021-February 28, 2022 policy year during the 2021 budget process.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> <i>\$</i> <u>34,614</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> The policy cost would be split between BPU and the City.	

D. Coverage limits

The Trust gives members options for structuring their liability coverage. Members can also choose either to waive or not to waive the monetary tort caps the statutes provide. It can also select from among several liability coverage limits.

1. LMCIT primary liability limits

The statutory municipal tort liability is limited to a maximum of \$500,000 per claimant and \$1.5 million per occurrence. These limits apply whether the claim is against the member, against an individual officer or employee, or against both. The Trust's liability coverage provides a standard limit of \$2 million per occurrence because there are some types of liability claims that aren't subject to the statutory tort caps and it's common to see contracts require more than the statutory limit. A more common figure is \$2 million. The Trust's higher limit meets this requirement, but if even higher limits are required, there is the option to carry the Trust's excess liability coverage or in some cases the Trust can issue an endorsement to increase the member's coverage limit only for claims relating to a particular contract.

In addition to the coverage limit of \$2 million per occurrence, there are annual aggregate limits, or limits on the total amount of coverage for the year regardless of the number of claims.

A \$3 million annual aggregate applies for the following:

- Products.
- Failure to supply utilities (water, electricity, gas, steam service, and phone and internet or other electronic data transmission services).
- Data security breaches (a \$250,000 sublimit, which is part of and not in addition to the \$3 million aggregate, applies for Payment Card Industry fines, penalties, and assessments; and data security breach regulatory fines and penalties resulting from a data security breach claim).
- Electromagnetic fields.
- Limited contamination (sudden and accidental release of pollutants; herbicide and pesticide applications; sewer ruptures, overflows, and backups; lead and asbestos claims; mold claims; organic pathogen claims; hostile fire claims; and excavation and dredging claims, which are also subject to an annual \$250,000 sublimit).
- Sexual abuse and molestation claims.

A \$1 million annual aggregate applies to land use and special risk litigation. This coverage is provided on a sliding scale percentage basis.

A \$100,000 annual aggregate applies for employees' activities in outside organizations.

2. Statutory liability limits

The statutory municipal tort cap is limited to a maximum of \$500,000 per claimant and \$1.5 million per occurrence. These limits apply whether the claim is against the member, against the individual officer or employee, or against both. The Trust's liability coverage provides a standard limit of \$2 million per occurrence.

At the member's coverage renewal each year, it must decide whether to waive or not waive the statutory limits. There is no right or wrong answer, and it's a discretionary decision each governing body must make.

a. Waiving the statutory limit

Members who waive the statutory limits are waiving the protection of the statutory limits, up to the amount of coverage the member has. A claimant could recover up to the Trust's standard limit of \$2 million, rather than the statutory limit of \$500,000 per claimant. Because the waiver increases the exposure, the premium is higher for coverage under the waiver option.

A member may choose to pay more in premium for the waiver option because the statutory liability limit only applies in cases where the member is in fact liable and the injured party's actual proven damages are greater than the statutory limit. Some cities may want more assets available to compensate their citizens for injuries caused by the member's negligence.

In those cases where the member waives the statutory limit, but also purchases the Trust's excess liability coverage, a claimant could potentially recover more. If, for example, the member has \$1 million of excess coverage and chooses to waive the statutory tort caps, the claimant or claimants could recover up to \$3 million in damages in a single occurrence.

The cost of the excess liability coverage is higher if the member waives the statutory tort caps. The cost difference is proportionally greater than the cost difference at the primary level because for a member that carries excess coverage, waiving the statutory tort caps increases both the per claimant exposure and the per occurrence exposure.

b. Not waiving the statutory limit – The City of Brainerd selected this option at the 2020 renewal

For members who choose not to waive the statutory limits, the member's liability is limited by the statute to no more than \$500,000 per claimant and \$1.5 million per occurrence. The Trust's higher coverage limits would only apply to those types of claims that aren't covered by the statutory limit.

3. Purchasing higher liability limits

The Trust makes available the option of carrying higher coverage limits than the basic limit of \$2 million per occurrence. The Trust's excess liability coverage is available in \$1 million increments up to a maximum of \$5 million. There are several reasons why cities may consider carrying the excess liability coverage.

a. Statutory limits may not apply

The statutory tort caps do not or may not apply for the following types of claims:

- Claims under federal civil rights laws, including Section 1983, the Americans with Disabilities Act.
- Claims for tort liability the member has assumed by contract, which occurs when a member agrees in contract to defend and indemnify a private party.
- Claims for actions in another state, which may occur in border cities that have mutual aid agreements with adjoining states or when a member official attends a national conference.
 - Claims based on liquor sales, which mostly affects cities with municipal liquor stores, but it could also relate to beer sales at a fire relief association fundraiser, for example.
- Claims based on a "taking" theory, which are suits challenging land use regulations frequently include an "inverse condemnation" claim, alleging the regulation amounts to a "taking" of the property.
- Downstream liability for the dam

b. Annual limits apply for specific risks

Besides the Trust's overall coverage limit of \$2 million per occurrence, there are annual aggregate limits for certain risks. If the member has a loss or claim in one of these areas, there might not be enough limits remaining to cover the member's full exposure if there is another similar loss during the year.

There are, however, a couple important restrictions on how the excess coverage applies to risks that are subject to aggregate limits.

The excess coverage does not apply to the following:

- Failure to supply utilities.
- Mold.
- Lead and asbestos.
- Excavation and dredging.
- Sudden and accidental release of pollutants below ground or within or on the surface of any body of water.
- Auto no-fault claims.
- Uninsured/underinsured motorist claims.
- Workers' compensation, disability, or unemployment claims.
- Claims under medical payments coverage.
- Claims arising from the activities of outside organizations.
- No-fault sewer backup.
- Liquor liability, unless the member has specifically requested it.

c. Contracts may require higher coverage limits

A contract might include a requirement the member carry more than \$2 million per occurrence in coverage limits. Carrying excess coverage is a way to meet these requirements. Members can also request an endorsement to increase the member's coverage limit only for claims relating to that contract.

d. Multiple political subdivisions

There may be more than one political subdivision covered under the member's coverage, like an HRA, EDA, or port authority; or the member has agreed by contract to defend and indemnify or name another entity as a covered party.

In this case, a claimant may be able to recover amounts from both the member and the other entity. Excess coverage is one way to provide enough coverage limits. Another solution is for the HRA, EDA, or port authority to carry separate liability coverage in its own name.



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Building Inspector Promotion

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: David Chanski	Department: Community Development
Presenter (Name & Title): David (CDD) and Kris (HR)	Estimated Time Needed: 5 minutes
Summary of Issue: With the promotion of Darrin Deseth to Building Official, the Building Inspector position became vacant. Staff has posted the position and conducted the interview and hiring processes. There were 9 applicants for the position of which staff interviewed 5. Staff is recommending the promotion of Jason Stockinger from Housing Inspector to Building Inspector.	
Alternatives, Options, Effects on Others/Comments: Jason has been the Housing Inspector and faithful employee since February 2016. He has a Building Official-Limited certification from the State of Minnesota and is currently waiting to take his examination for a full Building Official certification (his scheduled exam was recently canceled due to COVID-19). Per City policy that promoted employees be placed on the wage step closest to their current wage without going backward, staff is recommending the Jason be placed on Step 6 of the Building Inspector wage schedule, which is \$27.98 per hour. As the Housing Inspector, Jason is currently making \$27.36 per hour. Since Jason will be placed on Step 6, he will not be eligible to advance to Step 7 until he obtains two "achieves expectations" and one "exceeds expectations" on his annual performance evaluation in a given three-year cycle. Therefore, the earliest he would be eligible for Step 7 is 2023. Until then, he will only receive his annual COLA as negotiated with the IBEW union. At this time, the Community Development Department is not requesting permission to backfill the Housing Inspector position. Building Official Darrin Deseth would like to see how the next few months go with just two inspectors, and staff will reconvene in July to assess. At that time, staff will make a recommendation to Council about the future of the Housing Inspector position.	
Recommended Action/Motion: Motion to approve the promotion of Jason Stockinger to Building Inspector at Step 6 of the Building Inspector wage schedule.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> The Community Development Department has three inspector positions budgeted in 2020: Building Official, Building Inspector, and Housing Inspector.	



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Select Broker to Assist with 2021 Health Insurance Proposals

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: HR Director Kris Schubert	Department: HR
Presenter (Name & Title): HR Director Kris Schubert	Estimated Time Needed: 5 minutes
Summary of Issue: See attachment.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Approve retaining North Risk Partners as a broker to assist with our 2021 Health Insurance Request for Proposals process in the amount of \$6,000 from General Unallocated Professional Services with said cost to be split between the City, BPU and HRA based on the number of full-time employees.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ 6,000 <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> This was not an identified project for 2020; however, funding is available for the city's portion in the General Unallocated Professional Services Budget. The City's portion of the cost is estimated to be \$3,000.	

MEMO



TO: Mayor & Council

FROM: City, BPU, HRA Core Management Team Members

DATE: April 30, 2020

RE: Select Broker to Assist with 2021 Health Insurance Proposals

As you are aware, our health insurance premium rates continue to climb. For many years, the City of Brainerd had some of the lowest rates in the Sourcewell pool; however, based on prior utilization for some high-cost claims, compliance with the Affordable Care Act (ACA) and inflationary factors, we currently have some of the highest premium rates in the pool.

In order to be financially responsible, a core group of the City, BPU and HRA Management Team was formed and is recommending that we do a market check on our health plans. The core group consists of City Administrator Bergman, City Finance Director Hillman, HR Director Schubert, BPU Finance Director Wicklund, BPU Superintendent Magnuson, HRA Interim Executive Director/Finance Director Karen Young and HRA Accounting Specialist Christine Carlson.

In reviewing our options for this process, we reviewed what a couple other entities have done, specifically the League of MN Cities and the City of Marshall, that recently completed a similar process. We discovered that both entities did not try to conduct the process themselves and utilized a broker to assist them. The rationale for this is that health insurance is very complex and most situations we would not be comparing identical plans i.e. we are comparing apples to oranges. It was also felt that having an unbiased professional opinion would be appreciated in determining our best course of action.

Staff prepared the attached Request for Proposals (RFP) for a Broker to Assist with our 2021 Health Insurance RFP Process. We distributed the RFP to four brokers (three known brokers that recently conducted a similar process for other public entities) and our local broker Strong/RG Insurance. The purpose of the RFP is to assist the City in reviewing our current and 2021 health plan options; soliciting and reviewing 2021 health insurance plans and rates; preparation and presentation of a recommendation for award; and assisting with contract implementation services.

All four entities submitted a proposal and the proposals are attached. The core management team reviewed the proposals and unanimously recommends retaining North Risk Partners to assist us in this process. Although not the lowest bid, the Team felt the North Risk Partners proposal was the most comprehensive, appears they have the most experience performing this type of review, their fees were one of the lowest costs submitted, and we also appreciate that there is a local office (Klein & Fleming Insurance Services).

You will note that North Risk Partners did include information and an option to utilize their services as a year-round broker and not just for this project. Staff is not interested in exercising that option at this time. It should be noted that Staff may review the option of a full-time broker to be included as a 2021 budgetary consideration depending on how this project goes especially since Sourcewell has assisted in quite a few of the year-round broker services in the past.

Staff felt it was important to clarify the services that Strong/RG Insurance, our current broker, performs. At this time, Strong/RG Insurance primarily assists our staff and employees during our annual open enrollment period and throughout the year with health plan questions and also when an employee leaves employment to help determine their best insurance options. HR Director Schubert currently serves on the Sourcewell Risk Management Executive Committee and observed the cost that other entities pay their full-time brokers. The broker fee we pay to RG/Strong Insurance is much lower than others (we pay about \$6,500 per year and some brokers get paid over \$30,000 a year); however, the services they currently provide is not that of a full-time broker. A comparison for that level of service can be identified in the North Risk Partners proposal. Again, Staff is not recommending to switch our agent of record for year-round service at this time; further, that we will continue to retain Strong/RG Insurance at least for the rest of 2020 at the current fee structure of \$5 per month per policy.

Below is a cost summary of the proposals:

Agent Proposal Summary to Assist with 2021 Health Insurance RFP		
Insurance Agency:	Submitted by:	Cost/Notes:
North Risk Partners	Adam Olson	\$6,000
Chukuske-Westlund	Bill Chukuske	\$6,000
B&C Consulting	Jeff Berg	\$8,000
Strong/RG Insurance	Dan Strong	Increase current monthly cost from \$5 to \$7 per month per policy (Estimated additional annual cost = \$3,000) *Original proposal did not include a start or end time for additional cost-Mr. Strong clarified on 4/30 to start in 2022 and an on-going annual cost thereafter.

To summarize, it is the Core Management Team's recommendation is to retain the services of North Risk Partners as a broker to assist with our 2021 Health Insurance RFP process in the amount of \$6,000 payable from the City's General Unallocated Professional Services Fund with said cost to be split between the City, BPU and the HRA based on the number of full-time employees.

CITY OF BRAINERD

RFP FOR BROKER TO ASSIST WITH 2021 HEALTH INSURANCE RFP PROCESS

CONDITIONS AND STIPULATIONS

The City of Brainerd (City) is reviewing our options for the 2021 Health Insurance Plan Request for Proposals process. You are invited to submit a proposal to assist the City in reviewing our current and 2021 health plan options; soliciting and reviewing of 2021 health insurance plans and rates; preparation and presentation of a recommendation for award; and assisting with contract implementation services.

General Conditions and Stipulations

- The City reserves the right to accept or reject any or all proposals, to waive formalities and select the agent that best meet the needs of the City and its employees. The City's objective is to select an agent who will provide the best possible service at the best possible cost while meeting the Request for Proposal specifications. The City is not obligated to award the contract based on cost alone.
- Agent that is awarded the business shall submit an action-plan and timetable for assuming responsibilities to the City within thirty (30) days from when the City Council approves the selected agent of record.
- Agent must be available to make presentations to our Management Team, Employee Health Insurance Committee and the City Council until a health insurance provider and plan is selected by the City Council for 2021.

AGENT SCOPE AND RESPONSIBILITIES

The City of Brainerd desires the agent to perform the following services:

- Advise and assist the City in evaluating and selecting among coverage alternatives such as plan coverages, deductibles, co-payments, out-of-pocket payments, etc.
- Advise the City on potential gaps or overlaps in coverages.
- Advise the City on long-term strategies for premium stability.
- Analyze the value-added services available to the City.
- Analyze strategies and programs for population health management.
- Assist the City with reviewing claims data and determining premium impact of any coverage changes.
- Analyze and report utilization trends and cost. Help to provide management and staff overview education on how best utilize and limit premium increases.
- Assist with writing, reviewing, analyzing, and presenting 2021 Health Insurance Requests for Proposals. Provide side-by-side reporting for City review. Prepare and/or review and advise on contract proposals.

- Assist the City with our 2021 Health Insurance Benefit selection by reviewing the city's needs, soliciting and reviewing proposals, ensuring that the provider/proposal meets the City needs, and seek alternative coverage if requested.
- Assist the City with Health Insurance Benefit Plan Design to contain cost and maximize benefit effectiveness.
- The successful candidate will be in contact with and address the City's Management Team, Insurance Committee, and City Council as the need arises.
- Prompt response to questions and requests is an absolute requirement. It is expected that there will be more than one individual within the firm capable of addressing possible concerns of the City.
- Review coverage documents and invoices to assure coverage has been correctly issued and billed.

SECTION III- PROPOSAL FORMS

REQUIRED CONTENTS OF PROPOSAL

The purpose of the Proposal is to demonstrate the qualifications, service level, cost for services, competence and capacity of the firms seeking to become an agent of record for the City of Brainerd. The proposal should address all the points outlined here as required.

1. Firm History and Experience:

- Brief history of firm including size and any specialty areas.
- Background company data, including financial references.
- Expertise or involvement in the insurance/employee benefits industry.
- Municipality experience.
- List of providers the firm is associated with.
- Expected communication responsibilities.

2. Qualifications/Cost:

- Description of service philosophy.
- An introduction of the account team, by name with specific roles, qualifications and experience, and distribution of responsibilities including support capabilities.
- Current use of technology, especially capability for computerized legal/benefit design research and for sharing and editing documents electronically.
- Action-plan and timetable for assuming responsibilities and design/cost containment plan.
- Detail of services that will be provided to the City.
- Indicate current responsibilities of person designated to serve as lead contact for the City.
- Conceptual program structure and pricing including a not-to-exceed amount. Please clarify how the cost will be paid i.e. half when the contract is awarded and the remaining half when the service is complete.

3. References:

- List of cities you currently represent and for what type of service. Provide the contact names and telephone numbers.
- Provide the contact names and telephone numbers of two (2) clients in the State of Minnesota with whom you have had a working relationship, as a reference for the City. Include the number of participants for each group. Preferably, the references should be governmental units and include two groups that recently terminated coverage.

PROPOSAL EVALUATION

1. Criteria:

The City will evaluate proposals based on the needs of the City and its employees. The following criteria will be used in evaluating each of the Agent/Broker responses:

- Compliance with specifications.
- Ability to provide strong administrative support and member services to the City.
- Compliance with applicable State and Federal laws and regulations.
- Cost.
- Experience and Qualifications.

2. Review of Proposals:

- A selection committee of the City's Management Team will evaluate the proposals based upon the factors listed above and make a recommendation to the City Council after the Management Team Interviews have been completed.
- The City of Brainerd reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.
- The City will choose the proposal(s) that best fits its needs. The City is not obligated to award the contract based on cost alone nor is the City obligated to award only one agent of record.



NORTH RISK PARTNERS®



BRAINERD
MINNESOTA
A City for all Seasons

BENEFITS CONSULTING REQUEST

City of Brainerd
2020

North Risk Partners is
#oneTEAM with **#oneMISSION:**
service to our clients, to each
other, and to our communities.

TABLE OF CONTENTS

- Firm History & Experience
- Qualifications
- Benefits Consulting and Administration Services
- References and Conflict of Interest
- Consultant Compensation
- Client Commitment

To build
something
great,
there must
be a plan.

NORTH RISK PARTNERS CORE VALUES



FIRM HISTORY & EXPERIENCE

- Provide a brief history of your firm including size and any specialty area, background company data, including financial reserves. Include your company's customer service philosophy and management style.

The St. Paul location of North Risk Partners (formerly Johnson McCann) is an employee benefits consulting firm founded in 1984 by Gayle and Pat McCann. In 2012, Johnson McCann merged with Apollo Insurance and C.O. Brown creating the second largest independent brokerage in Minnesota with 12 locations and 160 employees, rebranding all partner firms under the name North Risk Partners.

In 2014, North Risk Partners (NRP) merged with Thune Insurance Agency in Thief River Falls. In May of 2018, Bearence Management Group Joined the NRP Organization, adding 4 locations in 3 states. Headquartered in St. Cloud, this partnership makes North Risk Partners one of the largest owned & operated independent agencies in the Midwest with over 300 employees on our team and \$60+ million annual revenue.

The Twin Cities division of NRP is the only North Risk Partners division that focuses solely on Employee Benefits. We specialize in assisting employers in implementation and ongoing management of the employee benefit portfolio. It is our responsibility to reduce the risks that adversely affect our clients and assist the benefits administrator in streamlining their processes.

It is our proven business standards, ethics, and customer loyalty that has permitted us to retain 95% of our clients year after year. It is our mission to provide you unmatched customer service and sound advice in efforts to uphold a long standing relationship as your trusted advisor.



Location	Employees		
Albany, MN	7	Mankato, MN	4
Annandale, MN	2	Marshall, MN	7
Baudette, MN	1	Melrose, MN	4
Bemidji, MN	7	Mendota Heights, MN	52
Brainerd, MN	8	Monticello, MN	7
Freeport, MN	4	Omaha, NE	9
Hastings, MN	5	Plymouth, MN	27
Hiawatha, IA	16	Red Wing, MN	11
La Vista, NE	8	Rochester, MN	47
Lake City, MN	1	Roseau, MN	3
Little Falls, MN	3	St. Cloud, MN	47
		St. Paul, MN	15
		Thief River Falls, MN	26

FIRM HISTORY & EXPERIENCE

MINNEAPOLIS ST. PAUL **BUSINESS JOURNAL**

MAY 18, 2018

MINNEAPOLIS/ST. PAUL BUSINESS JOURNAL

INSURANCE BROKERAGES

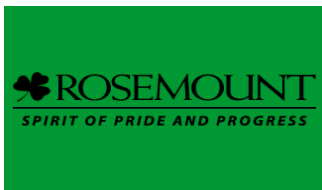
FIRMS RANKED BY METRO-AREA EMPLOYEES

	Name / Rank in 2017 (* not ranked) Website	Address Phone	Metro employees [†]	Revenue	Metro-area offices	Top local executive(s), email(s)
1	Hays Cos. ② hayscompanies.com	80 S. 8th St. #700 Minneapolis, MN 55402 612-333-3323	266	\$198 million	1	James Hays
2	North Risk Partners ⑦ northriskpartners.com	622 Roosevelt Rd. #240 St. Cloud, MN 56301 320-253-1122	265	\$55 million	12	Chris Meidt, chris.meidt@northriskpartners.com
3	Marsh & McLennan Agency ⑤ marshmma.com	7225 Northland Dr. N #300 Brooklyn Park, MN 55428 763-746-8000	241	\$50 million	2	Ryan Watkins
4	Associated Benefits and Risk Consulting ③ associatedbrc.com	6000 Clearwater Dr. Minnetonka, MN 55343 952-945-0200	228	\$83 million	2	Dean Hildebrandt, dean.hildebrandt@associatedbrc.com
5	USI Insurance Services ⑫ usi.com	15350 25th Ave. N #114 Plymouth, MN 55447 763-746-7840	200	NA	2	Don Woods, don.woods@usi.com; Dillon Spence
6	CBIZ Benefits & Insurance Services Inc. ⑥ cbiz.com/benefits-mn	222 9th St. S #1000 Minneapolis, MN 55402 612-436-4600	181	NA	2	Daniel Michels, dmichels@cbiz.com; Jeff Maas, jmaas@cbiz.com
7	Christensen Group ⑧ christensengroup.com	9855 W. 78th St. #100 Eden Prairie, MN 55444 952-653-1000	136	\$31.86 million	2	Bruce Christensen, bchristensen@christensengroup.com
8	Cobb Strecker Dunphy & Zimmermann ⑪ csdz.com	225 S. 6th St. #1900 Minneapolis, MN 55402 612-349-2400	96	NA	2	Scott Egginton, segginton@csdz.com
9	Nesbit Agencies ⑯ nesbitagencies.com	5900 Rowland Rd. Minnetonka, MN 55343 952-941-9418	78	NA	6	Wayne Nesbit, wnesbit@nesbitagencies.com

FIRM HISTORY & EXPERIENCE

Municipality Experience

- North Risk Partners is currently engaged as insurance agent/broker with over 100 municipality and public administration units across the state of Minnesota. Here are a few of our clients:



FIRM HISTORY & EXPERIENCE

- City of Andover
- City of Albany
- City of Albertville
- City of Anoka
- City of Avon
- City of Badger
- City of Blooming Prairie
- City of Burtrum
- City of Carlton
- City of Clearwater
- City of Dakota
- City of East Bethel
- City of Eau Claire
- City of Elba
- City of Fertile
- City of Freeport
- City of Goodridge
- City of Grand Marais
- City of Granite Falls
- City of Hammond
- City of Harris
- City of Hastings
- City of Hector
- City of Karlstad
- City of Kasson
- City of Lake City
- City of Lake Elmo
- City of Lewiston
- City of Mankato
- City of Melrose
- City of Miesville
- City of Millville
- City of Monticello
- City of Montrose
- City of Mounds View
- City of North St. Paul
- City of Oronoco
- City of Princeton
- City of Redwood Falls
- City of Rochester
- City of Roseau
- City of Rosemount
- City of Spring Valley
- City of Hilaire
- City of St. Rosa
- City of Stephen
- City of Thief River Falls
- City of Utica
- City of Viking
- City of Waconia
- City of Warren
- City of Willmar

FIRM HISTORY & EXPERIENCE

Top Carriers



FIRM HISTORY & EXPERIENCE

Description of Service Philosophy and Conceptual Program Structure

Our service philosophy centers on our six Core Values:

Integrity – the quality of being honest and having strong moral principals

Professionalism – upholding professional methods, character, or standards

Reputation – having or showing success, rank, prestige, and/or status

Expertise – possessing skill or knowledge in a particular area

Quality – creating and maintaining distinguishing attributes that are special, distinctive or essential

Accuracy – Being true or correct in attention to detail

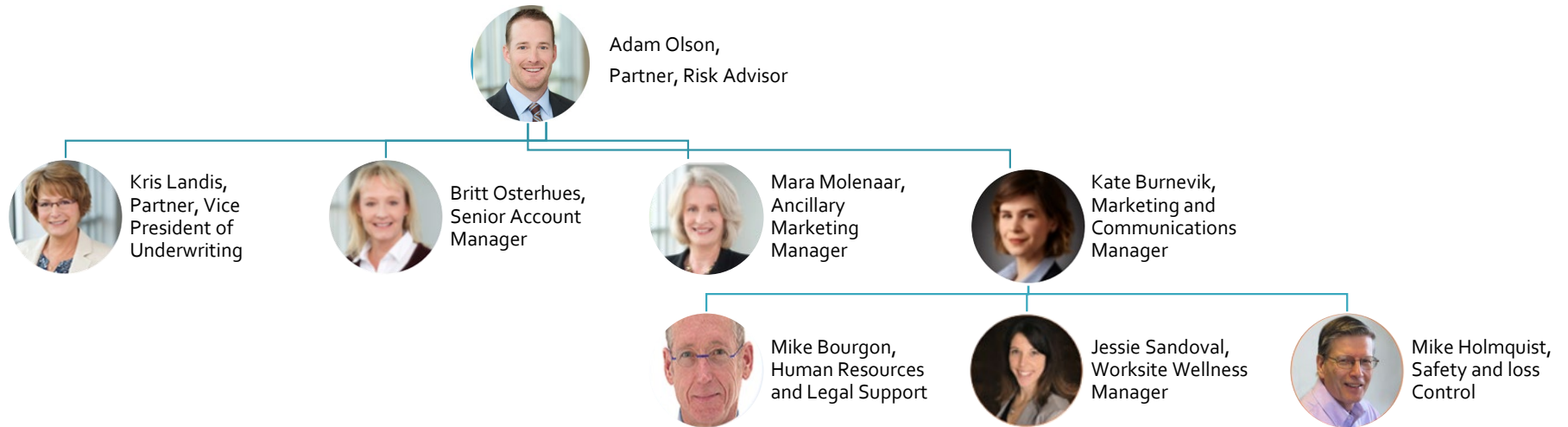
Our ultimate goal is to provide the highest level of service possible for every client. Nothing is off limits in regards to a service request from our clients. Service is #1, and that is why we invest highly in our intellectual capital. Our investment in service leads to high levels of retention and consistency in our handling of a client's account.

Our main areas of focus include:

- Cost control of the health insurance
- Reviewing most advantageous funding strategies available
- Maximize the dollars allocated for the benefits package by offering competitive, comprehensive benefits
- Maintain trust among all members of the NRP team and City of Brainerd Management Team and Employees
- Provide High level of proactive service and accountability
- Support to the benefits manager
- Support to the employees of City of Brainerd and their families
- Compliance Management

YOUR TEAM

At North Risk Partners, we take a **team approach**.



QUALIFICATIONS

An introduction of the account team, by name with specific roles, qualifications, and experience, and distribution of responsibilities including supporting capabilities.

Adam M. Olson, Partner, Risk Advisor

As a Risk Advisor, Adam works closely with North Risk Partners' large group benefits accounts – consulting with over 50 Benefits clients mainly ranging between 50-500 employees. Prior to joining the firm in 2009, Adam held previous role in wealth/asset management with Foster Klima & Company in Minneapolis. Adam holds his Bachelor's in Business Entrepreneurship from the University of St. Thomas, Opus College of Business. He maintains good standing licensure in Life & Health, Property & Casualty insurance, and various securities licensing.

It is the Responsibility of the Risk Advisor to manage all interactions with the client, and most of all, we are accountable for all elements of client satisfaction. Our performance is truly a reflection of the exceptional professionals we are fortunate to have on our team, and our experience in the industry.

Responsibilities Include:

- Management of your North Risk Partners team
- Strategic Planning
- Vendor Recommendation and Negotiation
- Liaison to Carrier Upper Management when needed, on behalf of the client
- Communication with client's leadership team
- Prepare Presentations of our recommendations to communicate to the City Insurance Committee and Council, and other applicable parties
- Attending management and employee meetings

QUALIFICATIONS

An introduction of the account team, by name with specific roles, qualifications, and experience, and distribution of responsibilities including supporting capabilities.

Britt Osterhues, Senior Account Manager

As a Senior Account Manager, Britt supports approximately 50 of our clients in the large group space. Britt holds the most Senior Account Management position in all of North Risk Partners based on performance and experience. Britt joined our team in 2000 as Senior Account Manager. Prior to joining the firm, Britt worked at Dorsey & Whitney law firm in the human resources and benefits administration departments. Britt attended the University of Wisconsin, Stout.

Account Managers are responsible for the daily ongoing support to our clients. Our outstanding service is built on the premise of reducing the workload of the benefits administrator and proactive problem solving. We guarantee that your dedicated Account Manager is available and same-day responsive to you and your employees.

Responsibilities Include:

- Assist with any questions regarding clarification of benefits, claims, billing statement and enrollment/termination problems, and online platform questions
- Act as the point person for the client's benefits administration team
- Respond to phone calls and e-mails from employees and their family members regarding enrollment, claim and benefit questions
- Review SPD for accuracy and return to carrier for any needed changes, before sending finalized draft to Client for their approval
- Prepare annual renewal presentations and attend meetings with Risk Advisor
- Frequently Market all lines of coverage, to ensure competitive rates
- Work with our Underwriting Manager and Risk Advisor to negotiate with current carriers to reduce renewal rates
- Prepare benefit summaries and assist with employee communications regarding benefits
- Manage and communicate all information received from the carrier
- Provide employee documents approved by the plan administrator
- Assist in employee communication at enrollment meetings; prepare presentation
- Refer to the HR, legal and tax support colleagues as needed
- Liaison and advocate on behalf of the client and employees

QUALIFICATIONS

An introduction of the account team, by name with specific roles, qualifications, and experience, and distribution of responsibilities including supporting capabilities.

Kris Landis, Partner, Vice President of Underwriting

Kris began her insurance career in 1985 and advanced to Vice President of Stop Loss Underwriting at United Healthcare. She joined North Risk Partners as Vice President of Underwriting in 1999. Kris manages analytics for all large group clients. She holds a B.A. in Mathematics from St. Cloud State University

Kris is responsible for the marketing and underwriting of the medical plan. The Underwriter negotiates with the carrier Underwriters, based on supporting data, to yield the optimal result.

Responsibilities Include:

- Market the medical coverage to current and competitive vendors for pricing and comparable policies each year. Obtain pricing for viable plan change considerations.
- Audit medical carrier's underwriting renewal calculations.
- Negotiate with current carrier on renewal pricing.
- Assist in preparation of annual renewal presentations.
- Perform quarterly and mid-year evaluation of medical coverage for purposes of providing an early renewal projection. This projection is then used for the upcoming budget forecasts. During this mid-year review, an evaluation of the claims utilization is developed to study patterns and trends. This study is then used to identify and recommend cost effective plan changes the group should consider in efforts to manage their claims utilization long-term. Alternative funding arrangements are also recommended as appropriate.
- As requested, develop ad hoc charts and materials used for the purposes of educating and illustrating.
- Benchmark the health plan benefits and costs with peer group
- Available as needed for underwriting analysis of the current claim activity at any time throughout the plan year.

QUALIFICATIONS

An introduction of the account team, by name with specific roles, qualifications, and experience, and distribution of responsibilities including supporting capabilities.

Mara Molenaar, Ancillary Marketing Manager

Mara Molenaar is our Benefits Marketing Coordinator and has been with the Agency since 2006. Mara has worked in the group benefits industry since 1988, most recently with Blue Cross and Blue Shield of Minnesota. Her experience during her 18 years at Blue Cross and Blue Shield of Minnesota included sales, account management and customer service. Mara attended Hamline University, St. Paul, MN

Mara is responsible for managing underwriting of ancillary coverages for all of our groups, ensuring the best carriers, rates and coverages is in place for our clients.

Responsibilities Include:

- Market the ancillary coverages to current and competitive vendors for pricing and comparable policies each year. Obtain pricing for viable plan change considerations.
- Audit Ancillary carrier's underwriting renewal calculations.
- Assist Risk Advisor in Renewal Negotiation
- Maintain relationships with all preferred ancillary vendors, and stay abreast of new products with each carrier.

QUALIFICATIONS

An introduction of the account team, by name with specific roles, qualifications, and experience, and distribution of responsibilities including supporting capabilities.

Kate Burnevik, Marketing and Communications Manager

Kate Burnevik oversees internal and external communications for North Risk Partners and its 26 Midwest locations. For North Risk's business clients, she and her team manage communication services, including educational events and email updates on topics related to HR, safety, wellness, insurance and more.

Kate also manages North Risk's relationships with its value-added service partners, including Synergy HR, and Integrated Loss Control, with a focus on continuously improving how North Risk works with its third party partners to help prevent avoidable losses and drive positive results for clients.

Kate also supports North Risk Partners in the areas of employee communications, branding, event planning, mergers and acquisitions, training, and more. She holds her Bachelor's in Communication from Hamline University in St. Paul, MN. Prior to joining North Risk Partners in 2014, Kate worked in public relations.

QUALIFICATIONS

An introduction of the account team, by name with specific roles, qualifications, and experience, and distribution of responsibilities including supporting capabilities.

Mike Bourgon, Synergy HR and Legal

- **Mike Bourgon** is the President of Synergy HR, and manages our HR Hotline. Mike has managed the HR challenges faced during 20 mergers and acquisitions, over 30 downsizings, and the redevelopment of numerous back office infrastructures. Mike has earned a Juris Doctor Degree and a Legal Masters Degree in Labor and Employment Law.
- He now utilizes his experience to improve staff performance, assess employee risk, and manage human resources across a wide range of industries and disciplines.

Our Human Resource & Legal Support partners are available 6 days per week on our legal hotline, in addition to availability face to face meetings and projects*

Hiring and termination issues

Wage and hour issues

Unemployment and workers' compensation

Investigation of harassment and other employee complaints

FMLA & ADA issues

Employee discipline issues

HR coaching on handling specific HR problems

HR substance abuse intervention

Employee Handbook Evaluation

ERISA Compliance

ACA Compliance

IRS Compliance

FMLA, ADA, GINA, FLSA

Manage Difficult Employees

Performance Appraisal

Internal Investigations

Diversity & Inclusion

Supervisory Training

We have outside legal counsel that works exclusively with our firm. We believe that there is deeper expertise in working with consultants vs. In-House, because we feel we have an opportunity to work with more experienced professionals.

Our Clients are offered a certain number of complimentary hours, based on their size. If clients exceed their allotted number of hours, we charge a discounted rate of \$115/hour.

QUALIFICATIONS

An introduction of the account team, by name with specific roles, qualifications, and experience, and distribution of responsibilities including supporting capabilities.

Mike Holmquist, Safety and Loss Control

Mike manages our Safety and Loss Control Department, managing our Loss Control hotline, and independent projects for clients.

- Previously held position as Director of Safety & Worker's Compensation, Minnesota Department of Employee Relations
- Council member of Panel of Advisors Minnesota Safety Council
- Past Chair of Council's Safety Management Committee
- Served 5 year term on the Risk Management Steering Committee for State of Minnesota
- Master's Degree, University of Minnesota

Loss Control Topics

- Health and Safety Programs
- Fleet Safety & Compliance
- Emergency Action Plans
- OSHA & MSHA Regulation Compliance
- Program Review & Strategic Planning
- Respiratory Protection
- Lockout/ Tagout
- Confined Space
- Training
- Violation Abatement

SERVICES

Online Benefits Administration through EaseCentral
Easily manage employee benefits, onboarding and compliance in one central location.



BENEFIT CONSULTING SERVICES

Detail the scope of services your firm would provide to the City

Plan Design & Selection Support:

Evaluate optimization of current benefit package

Medical & Rx Analytics: Decision Master Warehouse in-depth claims analysis with regional, industry specific bench marketing, plan modeling

Plan Disruption Analysis: Evaluate network utilization and availability based on employee location

Midyear Experience Review: Review claims utilization and trends; provide early renewal rate forecast, develop renewal strategy

Funding Recommendations: Explore all funding options available

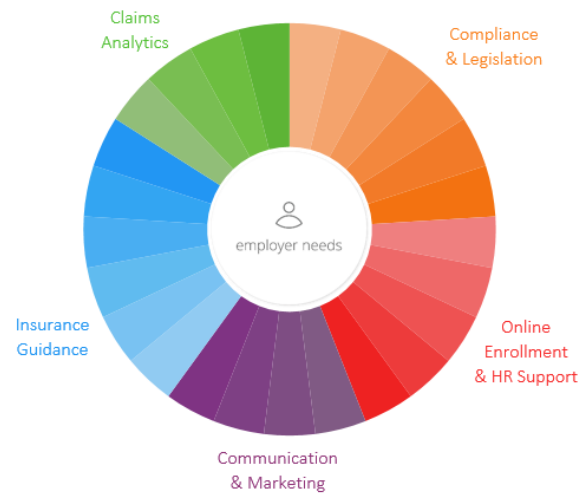
Marketing: RFP to all viable carriers

Strategic Planning Meeting: Address client corporate initiatives, goals, and budget; develop a plan to meet these goals

Dedicated Management Team: Team of professionals with 10+ years of insurance experience

Claims & Billing Assistance: Day to day claims and billing assistance for you and your employees via your dedicated account manager.

Coverage & Policy: Review and make recommended changes



Health & Wellness Consulting: Third party Wellness and HealthSource Solutions

Healthy Lifestyles/Wellness Programs: Assist wellness champion in developing campaigns

Employee Newsletters & Videos: wellness, open enrollment and other educational topics

Employee Claims Management Communication: Campaigns based on areas of high utilization, consumerism, preventive care, etc.

ACA & DOL Compliance/Tools:

6055/6056 Reporting & 1094/1095 Filing, hours tracking, to the minute legislative updates

HR & Legal Hotline and : Synergy HR
Plan compliance calendar reminders: CMS, tax and free due dates, model notices

Same date change alerts

ERISA Wrap Documents: All 5500 documents combined into one for IRS submission, ERISA compliance and employee reference*

Online Enrollment: Bright Choices Private Exchange, EaseCentral, and More

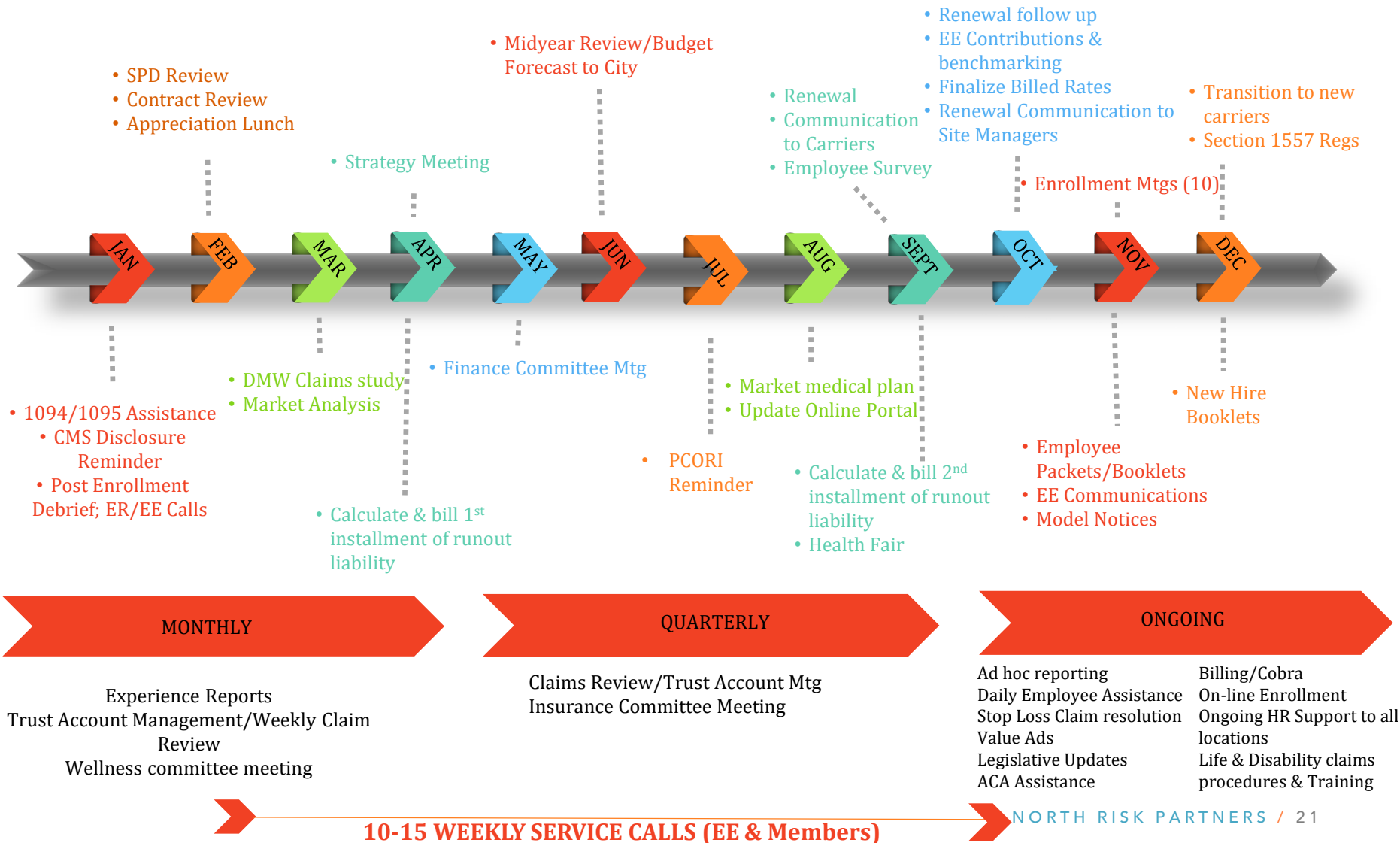
Face to Face Employee Meetings: Develop custom open enrollment materials, employee packets, benefit booklets, and webinars

Employer Portal/HR Intranet: MyWaveConnect Library of HR resources

Employee Packets: Customized open enrollment and new hire packets for employees

BENEFIT CONSULTING SERVICES

Action plan and timeline for assuming responsibilities and future design/cost containment strategy



BENEFIT CONSULTING SERVICES

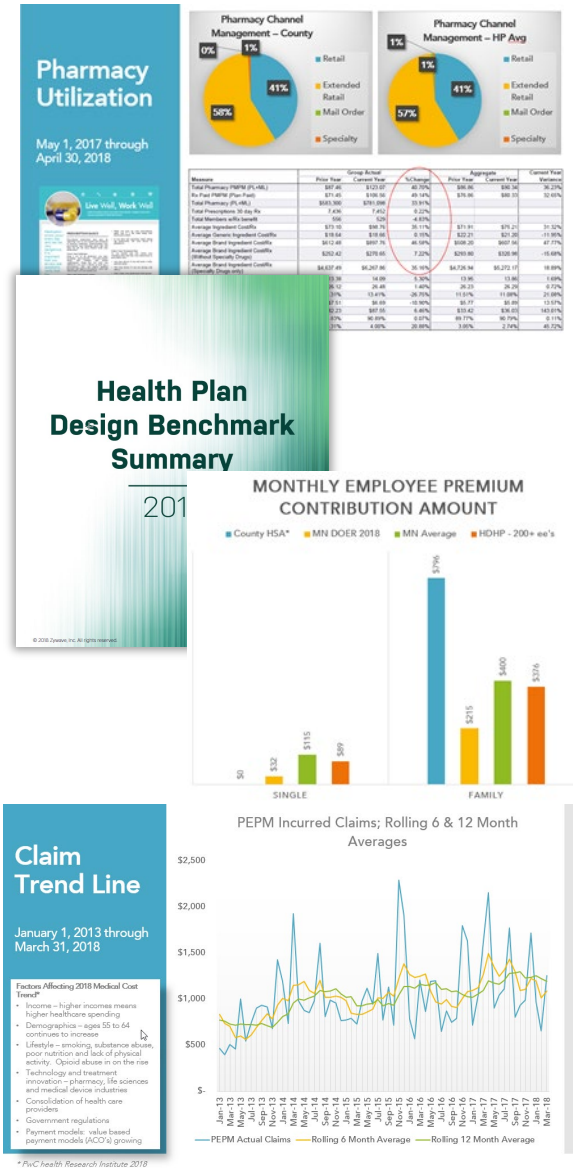
Detail the scope of services your firm would provide to the City

City of Brainerd would be provided with the following services throughout each year:

- Monthly claims monitoring and experience reports
- Mid-year claims analysis & early renewal forecast
- Health Plan budget assistance
- Funding arrangement recommendations
- Health plan modeling
- Plan design recommendation & support
- Cost control strategy recommendations
- Ad hoc reporting
- Run health care claims analysis
- Evaluate analysis findings
- Provide relevant benchmarking information and survey results
- Evaluate current plan design offerings
- Discuss projected rate increases
- Discuss potential changes based on claims analysis, benchmarking, etc.
- Examine cost-cutting measures such as changing deductible, copay and other employee-cost sharing mechanisms
- Discuss employee versus employer contributions—where are they, where do

you want them to be?

- Discuss consumer directed health plan (CDHP) options (HRA, HSA, FSA):
- Discuss impact on recruiting and retention efforts
- Evaluate how your company culture aligns with CDHP options
- Decide if CDHP would replace existing plan or be side-by-side
- Discuss need for high deductible health plan if choosing HSA or HRA
- Choose deductible and how much company will contribute to HSA or HRA
- Select bank to partner with
- Evaluate administrative fees for company and if you will pass those costs to employees
- Discuss implementation plan, including timeline and employee education
- Create employee communication plan (pre-enrollment promotion, open enrollment education and ongoing resources)
- Incorporate into benefit plans and implement
- Decide on all plan design changes, additions and deletions
- Update relevant plan documents

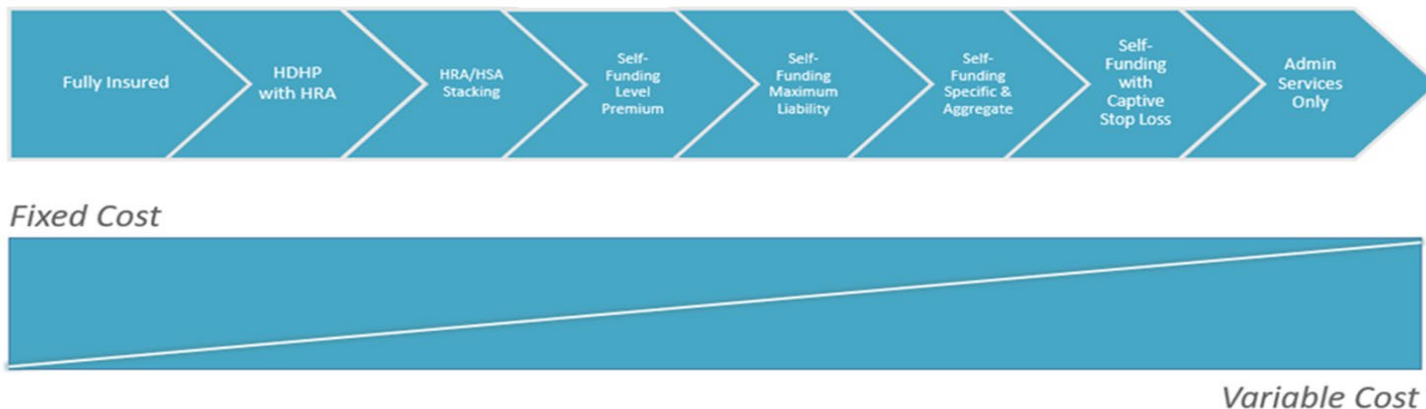


BENEFIT CONSULTING SERVICES

Detail the scope of services your firm would provide to the City

Our VP of Underwriting, Kris Landis, has over 30 years of large group health underwriting experience, dealing with a wide variety of funding arrangements across the risk spectrum. Prior to joining North Risk Partners, Kris worked with 1000+ self-funded employers across the country. In her last position, she ran the underwriting department for one of the country's largest Stop Loss Managing General Underwriters.

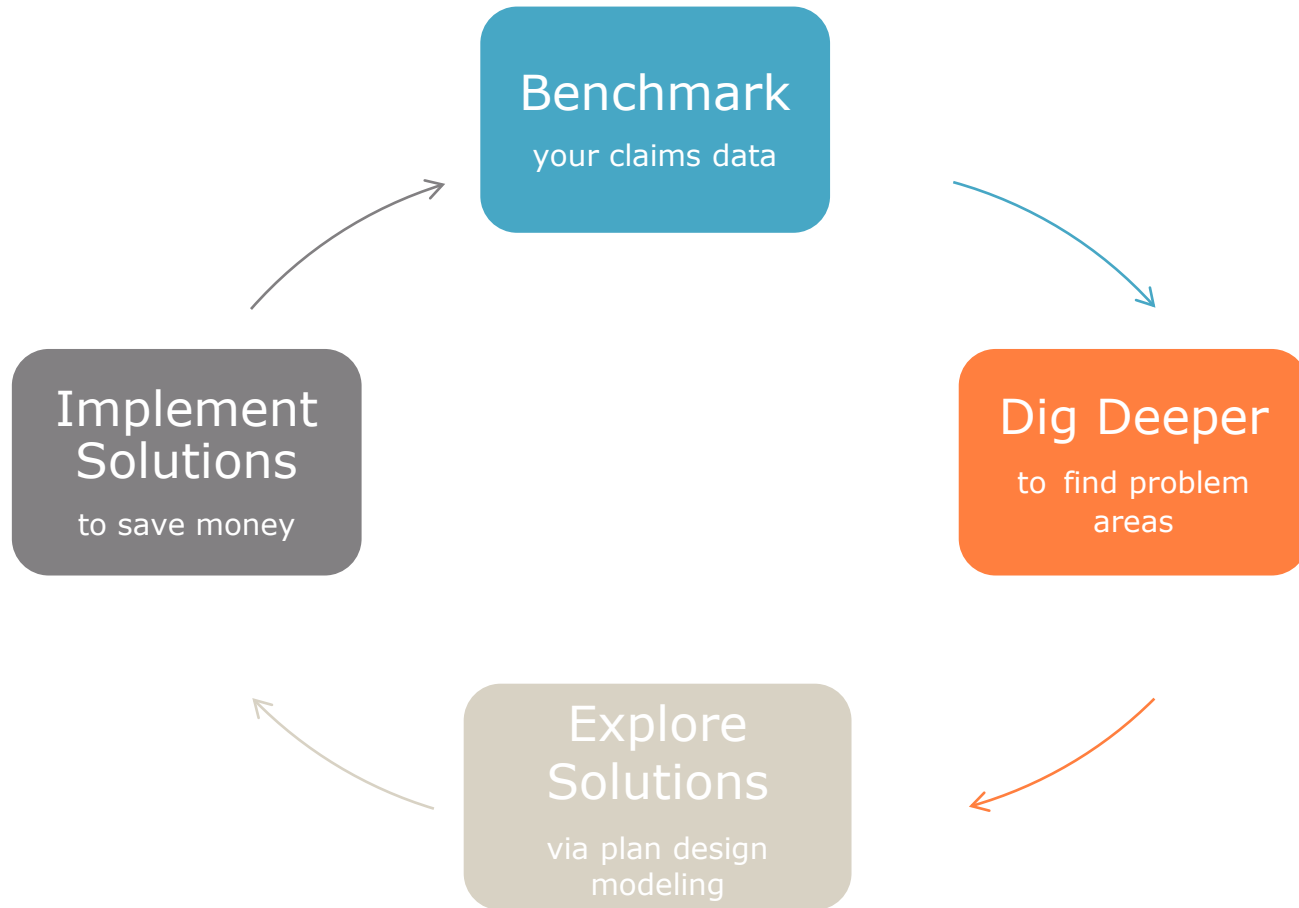
Risk Spectrum



We have moved countless employer health plans from fully insured to self-funding arrangements. We work with our clients to determine the most appropriate funding arrangement for their group based on their claims utilization history, risk appetite and demographics. For our self-funded clients, our underwriter provides estimated accrual/reserve reports, monthly experience reports, pre renewal estimates, self-funded training, and budget assistance.

BENEFIT CONSULTING SERVICES

Detail the scope of services your firm would provide to the City



BENEFIT CONSULTING SERVICES

Detail the scope of services your firm would provide to the City

We Provide our Decision Master Warehouse software, and Benchmarking analysis to our clients at no cost.

DMW benchmarks your data against a normative set and breaks down comparisons by location, industry and plan type. Explore data comparisons, such as:

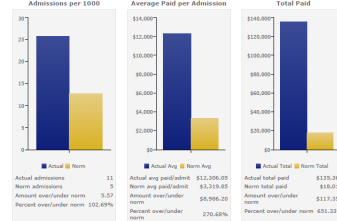
- Total health plan costs
- Inpatient and outpatient claims
- Emergency room and office visit utilization and costs
- Claims by major diagnostic categories, disease management categories, etc.
- Wellness & Preventive utilization



Inpatient Maternity

Compare inpatient utilization for maternity care, focusing on frequency and cost of admissions. For this report, the data includes:

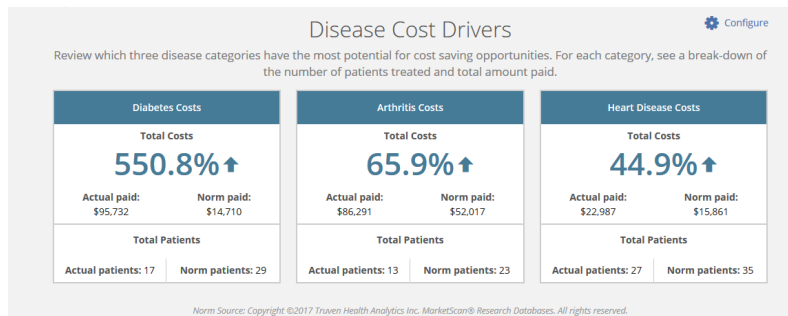
- Admissions to an inpatient facility for overnight stays related to pregnancy or child birth.
- Facility fees, such as hospital room and board, supplies, and ancillary services.
- Professional services fees, such as physician, surgeon, and anesthesiologist.



Do you have access to reliable health care benchmarking data?

Where are the cost drivers in your group's health spending?

Do you have the tools you need to make educated plan design decisions?



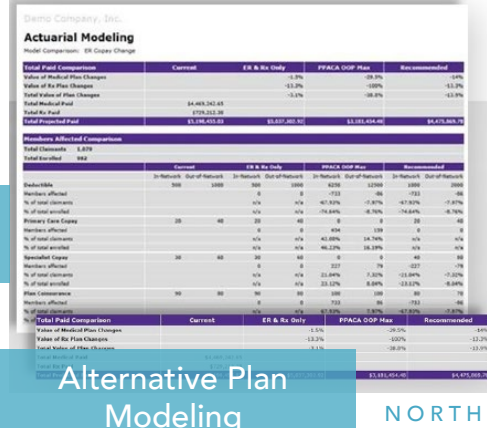
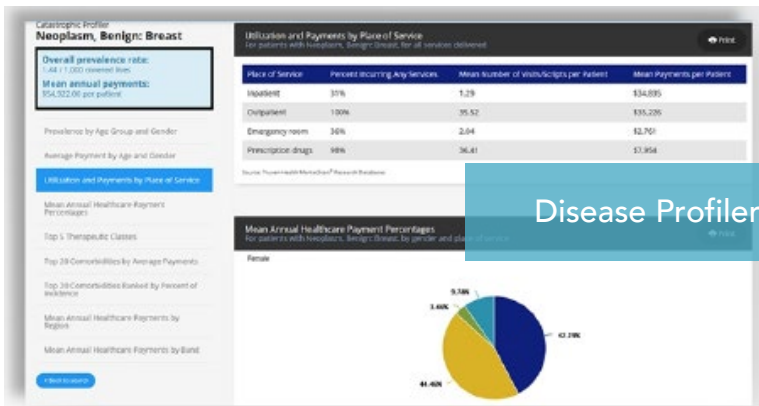
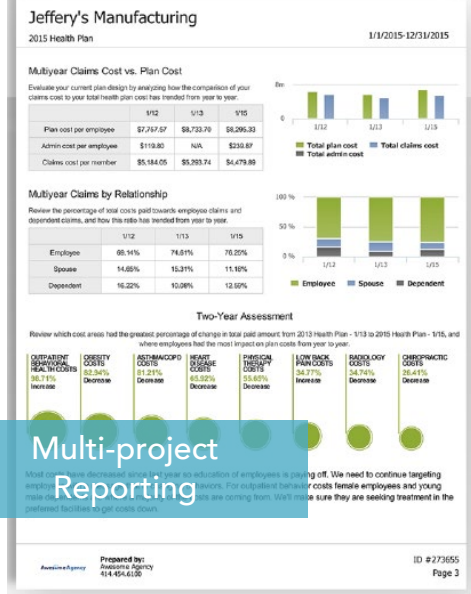
Detail the scope of service your firm would provide the City



Emergency Room		Emergency Room						
	Charges	Fees	People	Visits	Charges per Person	Charges per Visit	Fees per Person	Fees per Visit
Consultatory System	\$167,946.74	\$89,307.85	58	82	\$2,895.63	\$2,098.13	\$1,822.55	\$1,676.91
Diagnostic System	\$103,277.78	\$113,079.78	90	78	\$1,135.31	\$2,231.77	\$1,181.80	\$1,473.99
Haemodialysis System	\$53,841.02	\$22,713.72	44	56	\$1,223.66	\$961.45	\$551.22	\$495.44
Heart, Lung, Mouth and Throat	\$55,914.23	\$24,545.16	42	54	\$1,331.29	\$952.45	\$594.41	\$458.58
Skull, Spine and Cervical System	\$27,778.61	\$15,273.28	44	40	\$169.69	\$177.05	\$247.12	\$144.34
Throat, Lung and Breast								
Respiratory System	\$34,137.33	\$18,185.89	34	37	\$1,034.04	\$892.63	\$534.60	\$490.75
Injury, Poisoning and the Effects of Drugs	\$33,713.87	\$17,098.72	34	35	\$511.75	\$598.56	\$520.55	\$491.81
Neuro System	\$54,814.80	\$27,460.00	36	31	\$1,522.33	\$1,174.61	\$866.11	\$733.74
Kidney and Urinary Tract	\$33,242.75	\$15,342.64	15	10	\$2,216.18	\$1,771.16	\$1,477.40	\$1,371.16
Endocrine, Reproductive and Musculoskeletal	\$34,759.31	\$22,380.65	13	10	\$2,673.79	\$2,122.96	\$1,700.65	\$1,373.67
Factors								
Endocrine and Health Status	\$11,872.40	\$6,538.33	12	16	\$909.38	\$792.04	\$544.86	\$468.67
Endocrine and Periodic-Diagnosis	\$13,573.80	\$6,787.17	10	11	\$1,357.28	\$1,233.89	\$576.72	\$527.61
Haemodialysis and Resuscitation	\$20,649.65	\$12,617.04	6	8	\$3,476.24	\$2,825.00	\$2,136.17	\$1,602.13
Mental Diseases and Disorders	\$10,014.80	\$4,507.15	6	8	\$1,639.13	\$1,264.35	\$676.20	\$506.40
Pregnancy, Childbirth and the Puerperium	\$2,714.00	\$2,407.91	4	8	\$683.50	\$341.73	\$621.88	\$321.31
Burns	\$5,560.39	\$1,927.97	5	6	\$1,112.13	\$596.76	\$295.59	\$239.19
Eye	\$4,357.40	\$2,719.72	6	6	\$728.23	\$717.03	\$466.82	\$444.86
Female Reproductive System	\$9,999.87	\$4,466.36	6	6	\$1,666.65	\$1,410.00	\$794.63	\$737.50
Alcohol/Drugs Use	\$9,441.12	\$6,270.35	4	4	\$2,360.28	\$1,567.56	\$1,567.56	\$1,567.56
Blood and Blood-Forming Organs	\$2,510.25	\$1,270.75	3	3	\$836.75	\$626.76	\$444.62	\$444.62
Diagnosis, Diagnostic, Continuing Care	\$997,170.90	\$419,978.85	278	402	\$3,591.49	\$1,747.11	\$1,496.33	\$990.89

Ad Hoc Analysis

Dec 7, 201618:28:21



BENEFIT CONSULTING SERVICES

Describe the scope of service your firm would provide the City - Communication and Employee Education Resources

COMPREHENSIVE GUIDES

Comprehensive enrollment guides are a crucial information source for employees during your open enrollment period. Each guide can be customized to fit your specific needs.

KNOW YOUR BENEFITS SERIES

Your employees need health care communications that are easy to understand. The Know Your Benefits series provides updates and information on health care changes in simple language.

BENEFITS SNAPSHOTS AND STATEMENTS

Use the customizable total compensation statements and benefits snapshots to show your employees the true value of the benefits you provide.

EMPLOYEE COMMUNICATIONS

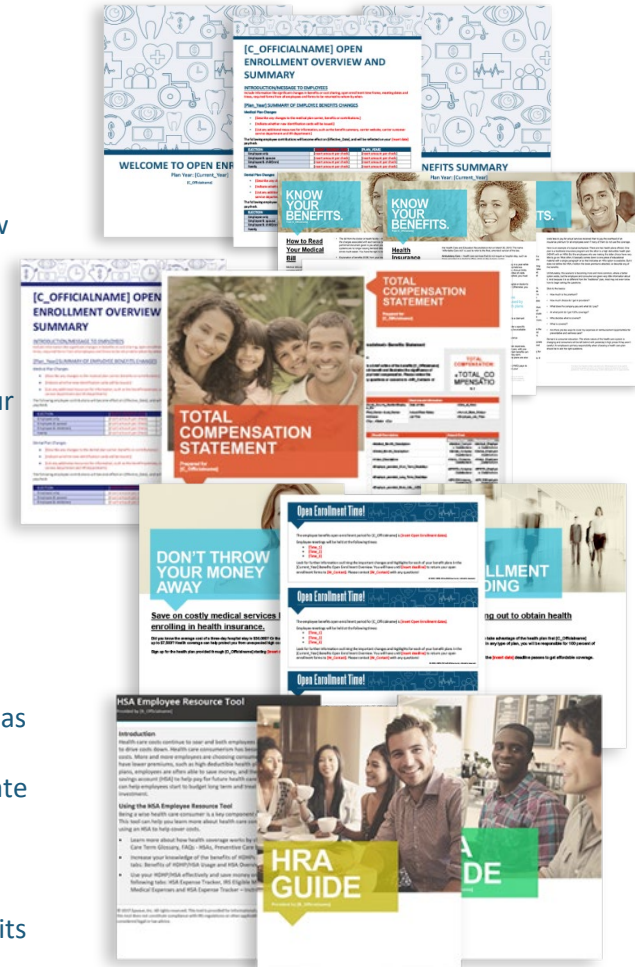
One key for successful enrollment is effective employee communication. Provide your employees with hundreds of customizable employee communications, including posters, payroll stuffers, flyers and presentations.

EMPLOYEE EDUCATION

Consumerism has the potential to benefit both the employer and the employee—as long as the employee is able to obtain, process and understand the basic health information and services needed to make appropriate decisions. We have the resources to properly educate your employees and empower them to become wiser health care consumers.

HSA, FSA & HRA RESOURCES

We can provide you with the tools to educate your workforce about federal rules and limits on health savings accounts (HSAs), flexible spending accounts (FSAs) and health reimbursement arrangements (HRAs).



BENEFIT CONSULTING SERVICES

Describe the services your firm would provide the City - Employee wellness programming and support.

Our onsite workplace wellness coordinator provides our clients wellness support to accommodate whatever your needs and goals are. We also offer many additional complimentary services such as:

WORKPLACE WELLNESS GUIDES

The Workplace Wellness guides are comprehensive and cover topics like initiative implementation, health fairs and disease management programs.

STAND-ALONE WELLNESS PROGRAMS

Round out your wellness program with stand-alone programs focused on smoking cessation and weight loss. Our program guides are available in both employer- and employee-facing versions.

WORKPLACE WELLNESS SERIES

The Workplace Wellness series features over 50 articles designed to help employers create and implement their workplace wellness programs.

WELLNESS COMPLIANCE

Wellness programs must be carefully structured to comply with both state and federal laws. We have a variety of attorney-reviewed articles providing guidance on how to ensure your wellness program is compliant.

EMPLOYEE COMMUNICATIONS

Access a variety of employee-facing flyers, newsletters, posters, emails and guides designed to help employees live a healthier life.



BENEFIT CONSULTING SERVICES

Describe the scope of services your firm would provide to the City – Employer Portal

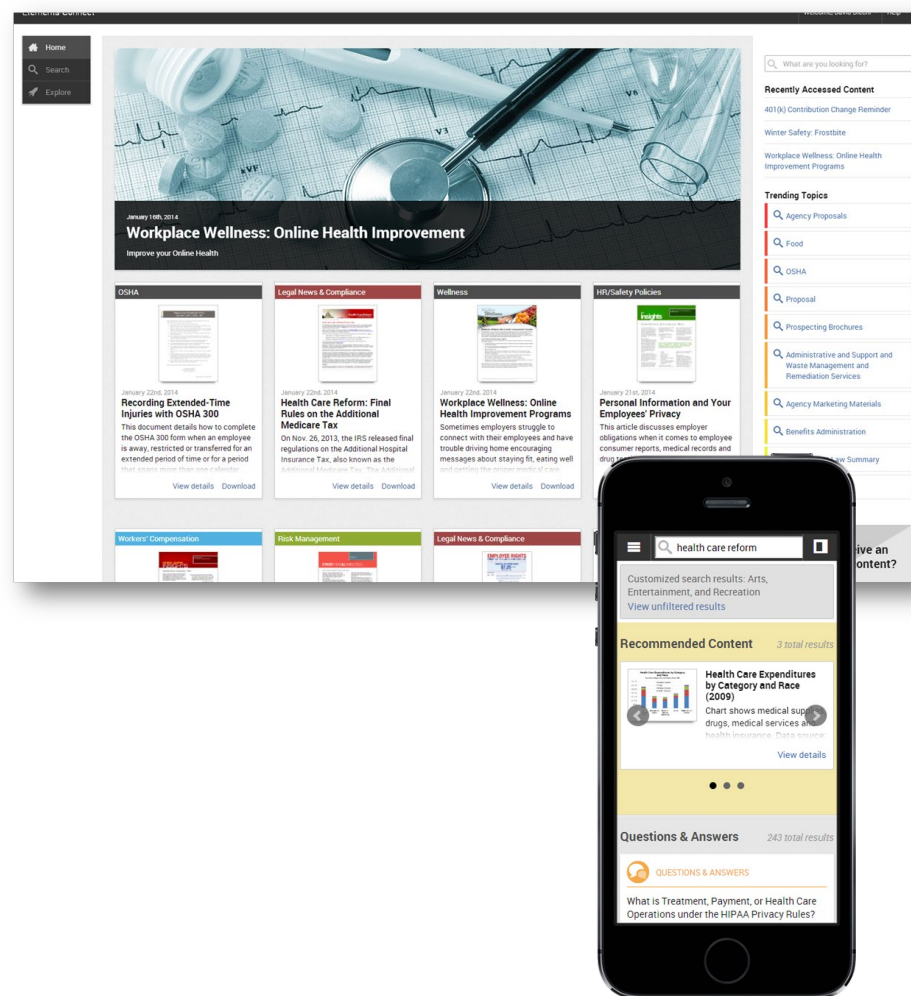
Stay up to date on the latest legislative updates and hot topics with our Employer Portal.

The Content News Feed on your home page is your go-to for all the latest resources related to your industry. Receive emails announcing new content, tailored to your industry, state and preferences, as often as you like.

Quickly and easily find the resources you need when you need them.

With thousands of easily searchable materials, MyWave Connect is your one-stop resource on topics including compliance, health care reform, wellness, HR, policies and forms, employee newsletters and much more.

Access resources on the go with your mobile: Whether in a meeting, on the job site or on the go, access all the resources you need using your tablet or mobile device to streamline your everyday activities.



BENEFIT CONSULTING SERVICES

Describe the scope of services your firm would provide to the City – Employer Portal

Our Employer Portal Toolbox offers a myriad of applications to streamline your HR and compliance needs, such as:



ACA Reporting

Using the Toolbox, you can generate Forms 1094/1095 simply by importing your completed workbooks. You can even print your forms and file with the IRS or distribute to your employees—streamlining ACA compliance in three simple steps.



Custom Job Description Builder

Job descriptions are such an important tool for your employees, but developing them can be stressful. The Custom Job Description Builder helps you make the most complete job descriptions so your employees can achieve their true potential, which ultimately contributes to the success of your business.



COBRA Notices Generator

Satisfying your COBRA notice obligations does not have to be challenging. In three easy steps, create all six required COBRA notices



Custom Job Description Builder

Get a complete picture of the true cost when hiring new employees. From compensation and benefits to recruiting, training, office equipment and other costs, this easy-to-use calculator accounts for those typical expenses you may not necessarily think about when hiring a new employee.



Compliance Notice Builder

Produce custom benefits notices your company, saving hours of time and effort. When laws or corporate circumstances change, simply update the information and generate a new notice instantly. With Compliance Notice Builder, you'll have the notices you need in minutes, plus distribution guidelines.



Federal Poster Advisor

Whether your company is small or large, the U.S. Department of Labor (DOL) requires you to display a number of different posters in the workplace. Identify the required posters by using the Poster Advisor to generate a list of federal laws administered by the DOL, along with links to download printable posters



FMLA Advisor

Understand your rights and responsibilities under the federal Family and Medical Leave Act (FMLA). The FMLA Advisor can assist in understanding notice requirements, valid reasons to leave, which employers are required to provide FMLA leave, which employees are eligible to take FMLA leave and more.



OSHA Log

A turnkey solution that helps you track incidents, generate OSHA mandated reports and create forms—all in a secure, cloud-based environment with 24/7 access.

BENEFIT CONSULTING SERVICES

Describe the scope of services your firm would provide to the City – Employer Portal



Health Plan Compliance Calendar

Just by answering a few questions about your health care plan, you can generate your own customized compliance calendar. Featuring a rolling list of federal compliance dates, monthly reminders and supplementary resources, you will have everything you need to remain informed, meet upcoming deadlines and generate the applicable notices.



HR Self-assessment

Analyze your human resource competencies to ensure you are creating an environment for employees to thrive. Employers can assess their HR management practices, employee relations, recruiting process, training and development process, and more. Once a module is completed, explanations will be provided to highlight where improvements can be made.



Sample Job Descriptions

A well-written job description is one of the main ways to connect qualified applicants to positions at your organization. Using sample job descriptions, you can effectively and accurately highlight an employment opportunity to potential candidates.



Interview Question Builder

Choose from over 400 pre-developed behavioral interview questions in 49 categories to create a ready-to-use interview guide in just a few minutes. This will ensure that you are asking the right interview questions, as these are key to evaluating whether a candidate has the knowledge, skills and qualities necessary to become a successful employee.



Multi-state Law Comparison Tool

This tool is a convenient way for you to view and download labor laws in different states. If you have locations in multiple states, you may be concerned about which state labor laws apply to your business. This easy-to-use resource will generate side-by-side charts to compare and contrast state laws.



Performance Review Builder

Performance reviews are such an important tool for motivating employees and increasing their contributions to your business, but the process can be stressful. This tool generates performance appraisals based on an employee's occupation, which can be customized with ratings and comments to describe performance issues. The customizable action plan will then help the employee improve their performance, so they can achieve their true potential while at the same time contribute to the success of your business.



Total Compensation Statement Builder

It's easy for employees to think of total compensation simply in terms of salary, but it's so much more than that. This step-by-step tool generates a total compensation statement in minutes, which, in turn, helps you educate employees on the value of their benefits. Total compensation statements not only boost the morale of your employees, but they can also be a powerful retention tool.



Salary Benchmarking Tool

Using this tool, you can search compensation and pay structure reports either annually or by the hour. What's more, salary benchmarking survey information can be viewed and compared nationally, by state or within a state (narrowed by region or metro area). You will have access to salary data on over 800 job positions right at your fingertips.

BENEFIT CONSULTING SERVICES

Describe the scope of service your firm would provide to the City:

Success story as a result of our services and advocacy delivered for a client located in Minnesota:

Example:

A large multi-site non-profit organization (Fully Insured Group to Self-Funded)

North Risk Partners assisted the organization with 1,100 employees in 150 locations throughout central Minnesota. The recommendation to the group was to change from a fully insured plan through a purchasing cooperative to an independent self-funded plan. The reasons for the change were immediate and long term cost savings, greater plan design flexibility, additional carrier markets and more control over the finances. We implemented a trust account and coordinated all the billing and payments to the carriers. Current and future savings to the group were significant (six figures). The savings assisted in reducing the overall increases each year. In addition, the eligibility language was reworded for consistency; we added COBRA administration, FSA plan and central billing for all locations. Face to face meetings were held in 10 locations with multiple meetings both before the renewal and follow up meetings in the first quarter of the plan. In addition, a webinar was available this year for any that could not attend one of the many meetings. On an ongoing basis, our VP of Underwriting is in contact with the group weekly to review claims and the trust account. We meet with the group quarterly to strategize and review reports. Our VP of Underwriting produces visual graphs to assist with interpretation of the reports. At each meeting, we offer an underwriting forecast of the renewal. In addition to these meetings, we meet annually with the insurance committee and the finance committee. In addition, other affiliated groups within the organization have asked to become part of the group. Our VP of Underwriting has reviewed the claims and plan designs for these affiliated entities and made recommendations to the organization, keeping in mind the welfare of the organization's pool. Through the use of NRP, the group has saved significant costs, updated their eligibility to become fully compliant, increased satisfaction among the employees, and reduced the work load of the site managers.

BENEFIT CONSULTING SERVICES

Indicate current responsibilities of person designated to serve as lead contact for the City:

We are committed to achieving excellence by offering our clients dependability, knowledge and accountability when servicing their employee benefit program. If we assume responsibility for the management of the City of Brainerd health plan our team responsibilities would include:

Risk Advisor -

Adam is responsible for taking charge of and managing the Employee Benefit Program. Duties include:

- Assisting Britt in situations that require exceptions by working with senior executives at the carrier
- Meeting with the client to discuss the benefits in place; listen to the overall goals and desired outcomes and work to achieve those goals and outcomes
- Working with the City insurance committee
- Educating members on the process and new trends in the marketplace
- Listening to concerns and incorporating comments into action plans
- Reviewing the negotiated efforts by Kris and work with senior executives at the carriers to produce the most favorable results
- Presenting the renewal and alternatives; provide recommendations and solutions that produce the desired outcome or as close as possible to the goals
- Being flexible and innovative
- Assisting in implementation with the carrier; see that all is done to make a smooth transition and timely plan changes
- Communicating any changes to the employees during open enrollment
- Keeping abreast of trends; continue to be educated in new processes and products
- Offering the newest ideas that may assist in lower costs and employee satisfaction
- Discussing long-term goals for the complete employee benefit package offered to the employees

BENEFIT CONSULTING SERVICES

Indicate current responsibilities of person designated to serve as lead contact for the City:

We are committed to achieving excellence by offering our clients dependability, knowledge and accountability when servicing their employee benefit program. If we assume responsibility for the management of the City of Brainerd health plan our team responsibilities would include:

Daily Ongoing Support - Account Manager

Britt is responsible for the daily ongoing support to our clients. Our outstanding service is built on the premise of reducing the workload of the benefits administrator and proactive problem solving.

Support activities include:

- Assist with any questions regarding clarification of benefits, claims, billing statement and enrollment/termination problems
- Respond to phone calls and e-mails from employees and their family members regarding enrollment, claim and benefit questions
- Prepare annual renewals for all coverages
- Work with our Underwriting Manager to market the medical and dental coverage to current and competitive vendors for pricing and comparable policies each renewal year
- Work with our Underwriting Manager to negotiate with current carriers to reduce renewal rates
- Prepare benefit summaries and assist with employee communications regarding benefits
- Forward information received from the carriers
- Provide employee packets at the direction of the benefits administrator
- Assist in employee communication at enrollment meetings; prepare presentation
- Refer to the HR, legal and tax support colleagues as needed
- Liaison and advocate on behalf of the client and employees
- Coordinate with Risk Advisor

BENEFIT CONSULTING SERVICES

Indicate current responsibilities of person designated to serve as lead contact for the City:

We are committed to achieving excellence by offering our clients dependability, knowledge and accountability when servicing their employee benefit program. If we assume responsibility for the management of the City of Brainerd health plan our team responsibilities would include:

Vice President of Underwriting

Kris is responsible for the marketing and underwriting of the medical plan. Her goal is to provide the plans that Adam Olson requests at the lowest cost. Due to her unique expertise and experience in underwriting, Kris is able to successfully negotiate with the other underwriters to yield the optimum result. Kris' duties include:

- Market the medical coverage to current and competitive vendors for pricing and comparable policies each year. Obtain pricing for viable plan change considerations
- Audit medical carrier's underwriting renewal calculations
- Negotiate with current carrier on renewal pricing
- Assist in preparation of annual renewal presentations
- Perform mid-year evaluation of medical coverage for purposes of providing an early renewal projection. This projection is then used for the upcoming budget forecasts. During this mid-year evaluation, an evaluation of the claims utilization is developed to study patterns and trends. This study is then used to identify and recommend cost effective plan changes the group should consider in efforts to manage their claims utilization long-term
- As requested, develop ad hoc charts and materials used for the purposes of educating and illustrating
- Available as needed for underwriting analysis of the current claim activity at any time throughout the plan year

REFERENCES

List new clients and clients that have left within the last year and provide the contact names and telephone numbers – Provide names and contact info for two (2) clients in Minnesota with whom you have had working relationship with, as a reference for the City:

Active/New Clients:

Chisago County

313 North Main Street | Center City, MN - 55012

900 eligible, (Health, Dental)

Renee Kirchner, HR Director	651-213-8868
Pamela Larson, Payroll Coordinator	651-213-8867
Bruce Messelt, City Administrator	651-213-8879

City of Andover

1685 Crosstown Blvd NW | Andover, MN 55304

80 eligible, (Health, Dental, Life, Disability)

James Dickinson, City Administrator	763-755-5100
Dana Makinen, HR Manager	763-767-5143

City of Rosemount

2875 145th St W | Rosemount, MN 55068

100 eligible, (Health, Dental, Life, Disability)

Logan Martin, City Administrator	651-322-2006
Emmy Foster, Asst. City Administrator	651-322-2002
Jackie Kaderlick, HR Manager	651-322-2088

REFERENCES

List new clients and clients that have left within the last year and provide the contact names and telephone numbers
– Provide names and contact info for two (2) clients in Minnesota with whom you have had working relationship with, as a reference for the City :

Expired Clients within last year:

City of Lino Lakes

600 Town Center Pkwy | Lino Lakes, MN 55014

90 eligible, (Health, Dental, Life, Disability)

Karissa Henning, HR Manager

651-982-2413

City of Columbia Heights

590 40th Ave NE | Columbia Heights, MN 55421

70 eligible, (Health, Dental, Life, Disability)

Kelli Bourgeois, Administrator

763-706-3609

CONFLICT OF INTEREST & PRIOR ENGAGEMENT

Disclose any conflicts or perceived conflicts of interest. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

North Risk Partners does not have any conflicts, or perceived conflicts of interest, with City of Brainerd that could possibly adversely effect a positive long-lasting partnership. We uphold our core agency values in determining any such situation. All members of the North Risk Partners team will maintain un-waivered professionalism and transparency with all clients. Should any occurrence arise during the course of our relationship that is perceived conflict of interest, it is understood there is an expectation for North Risk Partners to disclose with City of Brainerd.

North Risk Partners is an independent brokerage model. NRP maintains an objective position within the marketplace allowing us to offer unbiased advice to our clients.

Previous Engagements with City of Brainerd:

North Risk Partners has not had any previous engagements with City of Brainerd in any manner.

CONSULTANT COMPENSATION

Explanation of compensation plans for your firm under this proposal including all services to be included in that fee:

Our fees are negotiable based on the needs of our clients, actual premium total amounts, and lines of coverage included. The fees listed below are estimates, based on the limited data we have at this time. With that, we propose the following fees:

Scenario 1:

North Risk Partners is appointed to conduct market evaluation, feasibility study, and prepare recommendation surrounding the City's health plan for the upcoming plan year:

Medical: One-time \$6,000 fee

Scenario 2:

North Risk Partners is appointed Agent/Broker of Record to provide ongoing value add services, consultation and representation for the management of the City's health insurance program:

Medical: \$25,000 Annually for the first two (2) years. Installment schedule can be negotiated.

We believe it is most reasonable for both parties to operate under a fee arrangement, opposed to a percentage of premium. This allows us to guarantee our work, and prevents the City from increased fees corresponding with any potential rate increases your plan would incur year-to-year. Every two (2) years, we would ask that we revisit the compensation structure, and mutually agree upon a reasonable set fee.

Note: If the City were to initially select Scenario 1 (one-time market evaluation) and in advance of January 1, 2021 determine agent/broker services were warranted or desired under Scenario 2, we would apply the \$6,000 project fee towards the agent/broker fee in the first year.

CLIENT COMMITMENT

Description of the firm's view of their responsibilities to the City in the provision of benefits brokerage services:

Relationship development with your team is critical to the execution of a successful long-term strategy. We want to get to know you and your team and "create" a foundation of trust. We live out our Core Values with our clients. With a foundation of trust that we both work to create, we can then value challenges we will face and through challenging conversations with open, honest and respectful manners a better solution is created and embraced by every member of team. At that point the joint team will promote accountability and transparency from each teammate. The result is the team will win and collaboratively we'll celebrate success along the way!

Our dedicated Account Managers take their responsibility in resolving all claims, and coverage issues very seriously, and all elements of the problem are resolved to the fullest extent. If for some reason, there is an issue with carrier cooperation, your NRP Risk advisor and leadership team will step in and intervene with carrier upper management and executives to ensure full and timely resolution.

Our intent is to deliver our services for the City in a thorough and timely manner. The desired outcome is to have a long-lasting mutually beneficial relationship.

GENERAL INFORMATION

Provide the legal name of your firm, its address, telephone number, fax number and company internet web address. If different, provide the address of each of the locations providing services.

North Risk Partners (Twin Cities Division/St. Paul Office)

206 Little Canada Rd East | St. Paul, MN 55117

North Risk Partners (Headquarters)

622 Roosevelt Rd. Ste. 240 | St. Cloud, MN 56301

P: (320) 253-1122 | TF: (800) 247-7016

C: (651) 724-3088 | F: (651) 484-1602

www.northriskpartners.com

Provide the name, title, mailing address, telephone number, fax number and e-mail address of the primary contact for all matters relating to your proposal.

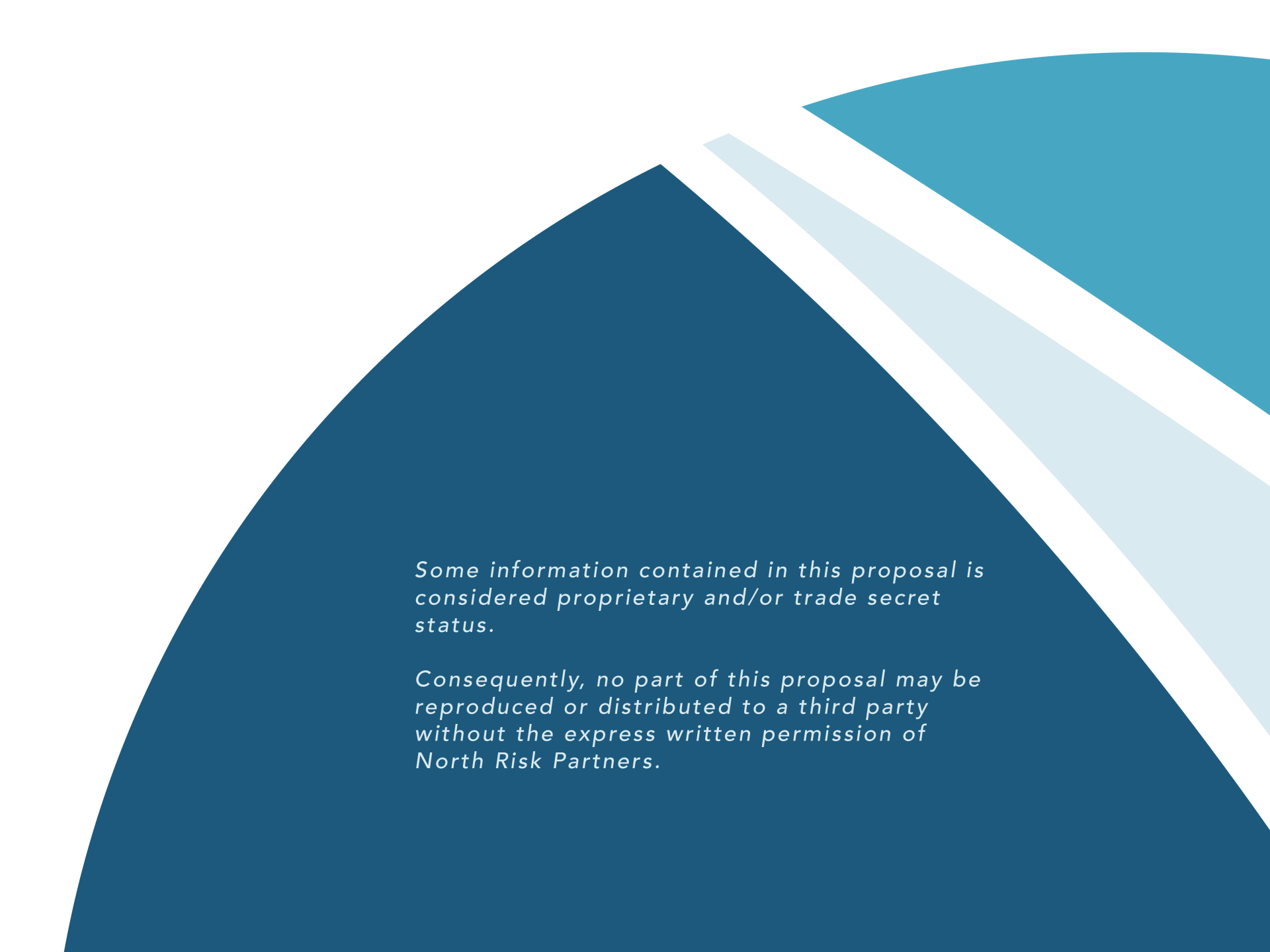
Adam M. Olson, Partner, Risk Advisor

P: (651) 486-2196 | TF: (800) 497-3424, 3196

C: (651) 442-5400 | F: (651) 484-1602

adam.olson@northriskpartners.com | www.northriskpartners.com

206 Little Canada Rd. E | St. Paul, MN 55117



Some information contained in this proposal is considered proprietary and/or trade secret status.

Consequently, no part of this proposal may be reproduced or distributed to a third party without the express written permission of North Risk Partners.

**Westlund Associates Inc.
Offices in Tracy and Hutchinson Minnesota**

Friday April 24, 2020

Response to City of Brainerd RFP for Broker assistance with 2021 Health Insurance Plans

As per Conditions and Stipulations attached our firm makes the following offer to the City of Brainerd:

\$6000.00 to do a full RFP

- **This includes all administrative work and materials for presentation and two trips to present any and all materials to council and or staff.**

\$500.00 for each additional trip to Brainerd as by request of City

- **Total for this RFP not to exceed \$7000.00**
- **Consulting fee of \$6000.00 would be paid in two installments, \$3000.00 on contract signing date and balance not to exceed \$4000.00 upon completion of RFP assignment**

**Bill Chukuske
875 Rowland Street
Tracy, MN 56175
507-21-0630
billchukuske@gmail.com**

**Rich Westlund
102 Main St So
Hutchinson, MN 55350
320-587-2272
Richard.westlund@voyafa.com**

Dear City of Brainerd,

Thank you for considering Westlund Associates, Inc. to partner with the City of Brainerd for your 2021 Group Health Insurance Request for Proposal.

Westlund Associates, Inc. has been providing expertise and creative ideas in insurance brokerage services for 35 years. The company was founded in December 1982 when Rich and Dave Westlund took over their father's insurance business at the time of his passing. Rich Westlund, CLU, expanded into selling group benefits including health, dental, life, and disability insurance. Dave Westlund, CLU, ChFC, branched into investments and group retirement plans such as 457, 401(k), 403(b), and simple IRA plans. Since then, we have been very successful at acquiring and maintaining business groups of all sizes throughout the area. Large and small private sector businesses, as well as school districts, cities, counties, and other public entities, are part of our current client base. Westlund Associates, Inc. is able to offer clients a wide spectrum of benefits; we have grown to be a significant partner in the benefits fields, especially in outstate Minnesota.

Bill Chukuske Insurance Services, Inc. joined a Partnership with Westlund Associates, Inc. in 2018. Bill Chukuske Insurance Services, Inc. has been in business since 2004.

Clients have valued our expertise and creative thinking while providing superior service. The continued growth has come from quality work and innovative ideas. We are committed to working partnerships with our clients that add value and consistently exceed expectations.

Our team is directed by leaders of Westlund Associates Inc. who have devoted their careers to the insurance industry. Each has experience in serving the most complex benefit programs. We believe our most important resource is our staff and their commitment to working as a team with our clients. We take pride in being a local resource and accessible to our clients with knowledge and dedication.

We have five full-time employees; four are regularly in the office to handle customer service needs.

Bill Chukuske will be the initial contact.

Rich Westlund will be the second contact.

Jackie Fuchs will be the third contact.

Jenny Sturges will be the fourth contact.

Dave Westlund will be the fifth contact.

Bill Chukuske, Licensed Broker

billchukuske@gmail.com

Bill has been in the group health insurance business since 2001 and specializes in group health benefits including VEBA's, Health Savings Accounts and Flexible Spending Accounts. Bill's strengths are both with Individual and Group meetings to help both the Employer and Employee understand how these three benefits can work well with High Deductible Health Plans.

Rich Westlund, CLU

Richard.Westlund@voyafa.com

Rich has been in the group benefits business at Westlund Associates, Inc. for 33 years. His experience is extensive in fully-insured and self-funded health plans. His clientele ranges from two-person small groups to 400+ large employer groups. His knowledge extends to the ancillary product areas which incorporates 30+ carriers for Life, LTD, STD, Dental, Vision, and voluntary benefits as well as many offerings for Flex plans, HSA, HRA, COBRA, FMLA, HIPAA, ACA Compliance, and ERISA Administration.

Jennifer Sturges, Office Manager

Jennifer.Sturges@voyafa.com

Jenny currently holds a MN health/life insurance license and has over 14 years of experience in group health, individual health, and ancillary benefits. She is also our individual Medicare specialist. She assists Rich & Bill with group implementation, client inquiries, customer service, and works directly with insurance carriers.

Jackie Fuchs, Administrative Assistant

Jackie.Fuchs@voyafa.com

Jackie has an ADS in administrative support and a BFA in creative writing. She has nearly ten years of experience in office positions including secretary, switchboard operator, and editor. Her experiences in the field have taught her customer service skills, research techniques, data entry proficiency, and time management. She has been trained extensively in Microsoft Office and ZyWave. She has been a real asset for Westlund Associates, Inc. with her computer skills, online enrollment knowledge, customer service, and bid processing.

As your consultants, we offer you considerable experience in benefit plan design, provider marketing, plan pricing, employee communications, and compliance activities. Our team is ready to provide you with expertise and resources to meet your immediate and future needs.

As part of our on-going service to our clients, we provide open enrollment meetings. We can run the entire meeting or coordinate with HR on what they would like to present. This is included with no charge, provided we are able to do employee meetings on-site in 1 or 2 days.

Example of RFP Process

Meeting with Group Human Resources

Seven months prior to renewal, we review claims and current plan designs. We discuss large claims and status as well as the objectives of the group and talk about alternatives. We get as much information on large claims as possible to be provided for the RFP process.

Marketing of Group Benefits

Bidding Process – By utilizing our current plan review and cost savings process, we will actively seek insurance carriers to receive the best possible plan at the most competitive price. Other third-party administrators can be chosen to best meet the needs of City of Brainerd employees.

Provide Data to Insurance Carriers and Administrators

- Compile the most recent claims experience with as much information as possible on large and ongoing claims. If a large claimant was terminated or removed from the plan, we want to make sure the carriers know as this could make a tremendous difference in rates.
- Plan designs currently offered with alternatives that have been previously decided by the City of Brainerd & us as consultants
- Large group employer questionnaire
- Employer census
- Directions for insurance carriers to follow while underwriting
- Claims data to our claims processor for analytical process to drill down claims
- Proposals are sent out
 - For Health insurance, we normally go out to eight to nine carriers based on plan designs, network, and financial stability of insurance company

Carrier Review – July 15-August 1

- Insurance carriers and administrators review claims experience in regard to benefit design
- Westlund Associates, Inc. meets with underwriters to answer questions
- Answer group questionnaire on the group objectives

Proposal Review, Preparation, and Renegotiation

- Evaluate proposals comparing plan designs and pricing, making sure all bid specifications and insurance company financials are met
- Review networks

- Prepare side by side spreadsheets to show proposal results with benefit summaries, including current plans and rates along with renewal options & alternatives
- Once rates are prepared, we analyze for completeness, then pick the top three or four to negotiate better rates, plans, and price guarantees

Meet with City of Brainerd – August 10-15

- Presentation of results
- Review objectives
- Discuss pros and cons of plan designs and carriers
- Decide on an insurance carrier and administrator
- Schedule additional meetings with human resource department as needed.

Plan Process for Implementation of Group – August 15-September 1

- Work with City of Brainerd to determine when employee meetings will take place
- Print plan design summaries to be distributed during employee meetings
- Print enrollment forms or set up electronic enrollment
- Review enrollment materials and submit to insurance company to receive membership materials prior to open enrollment
- Complete employee applications to ensure correct billings are sent and plan designs are set up appropriately
- Provide City of Brainerd with a binder that includes all paper forms as well as online format
- Provide a contact list to the insurance carrier for the fall benefits meetings
- Schedule employee meetings and set additional meeting times for those unable to attend

Employee Meetings October 1-31

- We will present employee meetings at each site along with the Human Resource Department
- After group meetings, we can set up one-on-one meetings for those that would like a special consultation to determine which plan they should select HSA Education.
- Review online enrollment process

We have worked with many of our clients over the years to develop Wellness Programs, Disease Management Programs, Health Fairs, and Employee Assistance Programs. Most often, the health insurance carriers have robust programs in place that we work with closely to incorporate what health and wellness plans may be most beneficial by closely breaking down claims and reviewing personal health assessments.

We will review population health focus and incorporate health coaching. Health Coaching has had tremendous results. Disease Management Programs are also included in all of our plans. Employee Assistance Programs are also offered with each of the health plans available.

We believe employee benefits are critical in employee retention and attracting new hires.

Westlund Associates, Inc. has several contractual relationships with outside vendors:

- TASC/Genesis, Further, ABG, and Freedom Services –HSA, HIPAA, HRA, ERISA, COBRA Care, FMLA, ACA Compliance, and Flex
- American Legal – Nationally known lawyer specializing in employee benefits
- Zywave: Broker Briefcase and HR Connection – Web portal that includes continuous online enrollment, ACA monthly updates, large employer toolkits, health and wellness programs, specific state and federal regulations, programs to include employee tracking, and PowerPoint presentations

Westlund Associates, Inc. has a contracted web-based customer service program with Zywave.com. There is no additional cost for this program. The system offers Broker Briefcase for all resources, benchmarking, ACA updates, legal updates, cost management strategies, a complete library, and analytic tools for comparing benefit plans.

The system also offers HR Connection, which can be used to share plan designs, group numbers, ancillary benefits, individual products chosen by the employee for the plan year, and application or change forms for each plan available to the group. The website is password protected to allow an individual to see the benefits that are only available to their class within the company. For example, one class of employees may receive a higher contribution from the company than another class. The forum can provide additional information to the group administrators such as access to plan designs, summaries, network links, plan costs broken down by class, census data, and other personal information. Additional offerings of HR Connection are as follows:

- City of Brainerd logo and colors would be used to market the portal
- An employer portal with the company logo to provide postings
 - Company announcements
 - New hires
 - Company promotions
 - Special programs
 - Training opportunities
 - Community involvement
- Online enrollment (if you don't already have a preferred vendor)
- Record keeping of all enrollees and their chosen plans
- Employee statements for elected benefits and costs
- HR administration including reporting and forms
- Benefits management for ongoing management
- Vacation and time off scheduling and reporting for human resource usage
- Plan designs, applications, cost, forms, and networks
- Listing of group numbers for each plan
- Available year round for open enrollment and newly eligible employees
- A health plan comparison tool
- A list of products chosen by the employee and their premium cost per month
- All benefits are assigned per class and are password protected

- A human resource department forum that is available to all participating HR departments throughout the United States
- Ability to create a new employee handbook, or upload the current employee handbook
- Legal compliance information
- Benefits management for the HR department

Westlund Associates, Inc. complies with all state and federal laws as they pertain to employee benefits and investment products as well as all insurance industry requirements.

Additional items that Westlund Associates, Inc. provides are:

- Continued support for employees on a VEBA plan
- Creative ideas on group risk management

Over the past 35 years, Rich Westlund & Bill Chukuske have had experience looking at all plan types and strategies available for clients to review and explore. We survey and probe with human resources, executives, and owners to get their visions, then work in concert for a distinctive direction for their group benefit offerings for both current and future benefits. We dig deeper into employee costs and premiums as well as employee maximum exposure.

We will review current plan designs and meet with Human Resources to evaluate how current plans are working. In that discussion, we will look at other plan options and how they may benefit the group. In this discussion, we will talk about different deductibles and plan designs for health insurance as well as compare fully-insured to self-insured plans. We have had many creative discussions with employer groups by using our past experiences and our knowledge of what is available and may work best for the group.

There are many services that we provide specifically revolving around the renewal period and claim processing. While attending the insurance committee meetings, We are able to recommend specific changes and review other available options that are unique to the group's needs. We help determine plan designs that will provide these cost savings. Our staff has the task of completing bids and evaluating proposals from the numerous carriers we work with; we negotiate with each of these carriers to drive the cost down. The services that we provide are numerous and at a price well below the industry standard.

A miscalculated value that we provide is the relationships we have with the numerous insurance carriers we represent. Our knowledge and years of experience in the business have built trust and relationships with the underwriting and claims departments of each of the carriers we represent.

It is our obligation to find the best plan for the lowest possible rates through a quality insurance company. The relationships we have established with the current employer groups have been crucial in building their trust in us to ask questions and handle their claims.

Providers Associated with Westlund Associates, Inc.

	HEALTH	LIFE & AD&D	DISABILITY	VOLUNTARY BENEFITS	DENTAL	VISION
Aetna		✓	✓	✓		
Aflac				✓		
All America		✓	✓	✓		
All State		✓	✓			
American United Life		✓	✓			
Ameritas					✓	
Argus					✓	✓
Assurant/Sun Life		✓	✓	✓	✓	
Avesis					✓	✓
BCBS, Self-Insured	✓					
Blue Cross Blue Shield	✓					
Cigna		✓	✓	✓		
Colonial				✓		
Companion Life		✓			✓	✓
Dearborn Life		✓	✓	✓	✓	
Delta Dental					✓	
Direct Benefits		✓	✓	✓	✓	
Guarantee Life		✓	✓	✓	✓	
Guardian		✓	✓	✓	✓	
Hartford Life		✓	✓	✓	✓	
HealthPartners	✓				✓	
HealthPartners, Self-Insured						
National Joint Powers Alliance	✓					
Humana					✓	
Kansas City Life		✓	✓	✓		
Lincoln Financial		✓	✓	✓	✓	
Medica	✓					
Met Life		✓	✓	✓	✓	✓
Midwest Dental Benefits					✓	
MII Life		✓	✓	✓		
Minnesota Life		✓	✓			
Mutual of Omaha		✓	✓	✓	✓	
One America		✓	✓			
PEIP	✓					
Preferred One	✓					
Principal		✓	✓	✓	✓	
Provident		✓	✓			
Prudential		✓	✓			
Reliance Standard		✓	✓	✓	✓	✓
ReliaStar Life		✓				
Southwest West Central Service Co-op	✓					
The Standard		✓	✓	✓		
United Health Care	✓					
Unum		✓	✓	✓		
Lakes Country Service Coop						

References

CURRENT			Number of Employees
<u>City of Glencoe</u>			38
Mark Larson	City Administrator	320-864-5586	
Deb Rolf	Human Resources	320-864-3377	
<u>Hutchinson Utilities Commission</u>			51
Jeremy Carter	Director	320-234-0505	
Angie Radtke	Human Resources	320-234-0501	
<u>McLeod County</u>			258
Joe Nagel	McLeod County Board Chair	320-296-1739	
Colleen Robeck	Finance Director	320-864-1262	
Sheila Murphy	County Administrator	320-864-1320	
<u>Sibley County</u>			180
Jodi Coleman	Human Resource Manager	507-237-7800	
<u>GFW Schools</u>			110
Amy Burns	Accountant	507-207-2202	
Lonnie Seifert	Superintendent	507-834-9813	
<u>Hutchinson Public Schools</u>			262
Tara Strey	Human Resources Coordinator	320-234-2612	
Jenny Huiras	Payroll & Benefits Coordinator	320-234-2604	
<u>Minnewaska Area Schools</u>			130
Vicki Moen	Business/Finance Officer	320-239-1301	
Tara Nelson	Payroll/Human Resource Asst.	320-239-4800	
<u>Financial References</u>			
Citizens Bank	102 S. Main Street, Hutchinson MN		
Anthony Hanson	President	320-587-2233	
Tim Ulrich	Chief Executive Officer	320-587-2233	

Additional References Available Upon Request

Bill Chukuske Insurance Services, Inc.

875 Rowland Street, Tracy, MN 56175
Cell: 507-221-0630

Email: billchukuske@gmail.com

Agency License: #40161168, Residence License: #20310310

We are an Independent Agency licensed and appointed with all major health care providers in the State of Minnesota: Blue Cross Blue Shield, Health Partners, Preferred One, United Health Care and Medica. We are also licensed with the Minnesota Public Employees Insurance Program (PEIP).

**We offer Group Health Insurance for fully insured and self-insured plans
Other group products we offer are:**

- **Individual Medicare Plans**
- **Group Medicare Plans**
- **VEBA Savings Accounts**
- **Health Savings Accounts, Health Reimbursement Accounts, Flexible Spending Accounts**

**We offer Educational Seminars on Insurance Basics for employee groups
Our belief is that employees need to be engaged in their individual health care and understand how to be engaged. We strongly promote Consumer Directed Health Plans!**

We prefer to become the Agent of Record for a group but we do also offer our services on a Consulting basis. Consulting rates are determined by the client needs and can be based on hourly, daily, weekly, monthly, quarterly, bi-annual or annual.

Our specialty, but not limited to, is group health insurance.

Bill Chukuske Insurance Services, Inc.

875 Rowland Street, Tracy, MN 56175
Cell: 507-221-0630

Email: billchukuske@gmail.com

Agency License: #40161168, Residence License: #20310310

References: (Group)

Larry Kleindl, Kandiyohi County	320-231-6216
Ryan Krosch, Nicolet County	507-931-6800
Paul Virnig, Meeker County	320-693-5201
Michelle May, Chippewa County	320-269-2642
Jake Sieg, Lac qui Parle County	320-598-7444
Lisa Herges, Renville County	320-523-3754
Angie Steinbach, Yellow Medicine County	320-564-5841
Vicki Moen, Minnewaska Schools	320-239-4820
Martin Heidelberg, KMS Schools	320-264-1411
Matt Bullard, Paynesville Schools	320-346-2278
Patrick Walsh, BBE Schools	320-254-3783
Diane Cordes, Breckenridge Schools	218-643-6822
Sheila Dubs, City of Marshall	507-537-6790



Employee Benefit Specialists

8646 Eagle Creek Circle, Suite 106 • Savage, MN 55378
office 952-224-0800 • fax 952-224-0801

April 27, 2020

Kris Schubert
City of Brainerd
501 Laurel Street
Brainerd, MN 56401
RE: City of Brainerd RFP for Brokers/B&C Consulting submission

Dear Kris,

Thank you for allowing B&C Consulting the chance to submit our Broker RFP for the City of Brainerd! Our agency is very unique in the industry as we have all come from the health plan side in various roles which can benefit the City immensely.

City of Brainerd Broker RFP:

1) Broker Firm History and Experience:

Our agency is made up of former health plan Underwriters, Account Executives, and Account Service Reps. We have two owners, an Account Service Representative, and an Office Manager. We have all been in the industry since College and have over 80 years of combined experience-a third on the health plan side and two third's on the broker side.

We currently represent one large County in western MN which we have been the broker for since 2007 and have achieved great success through our underwriting and service backgrounds. I have attached a renewal timeline which we give to all of our clients annually so they can keep track of the work that we do on their behalf to save them money and make sure they get the most competitive benefits package while never paying more than they should. In addition to the County we also are the broker for a few schools.

Our agency is appointed with all of the carriers in MN including Medica, Blue Cross, HealthPartners, Medica, Preferred One, UnitedHealthCare, & Allina Health.

Jeff Berg will be the primary contact for The City of Brainerd. Jeff is a former large group underwriter at UnitedHealthCare & Medica Health Plans. Jeff also was an Account Executive at Medica for many years prior to co-founding B&C Consulting in 2002.

2) Qualifications/Cost:

We pride ourselves on the level of service we provide to our clients. The main contacts for all of our large groups we represent are the two owners-Jeff Berg & Paul Coglitore who both worked in various roles on the health plan side including Undrewriting, Account Executives, and Account Management. Jeff Berg handles the negotiations with the health plans as Jeff is a former large group underwriter and Paul Coglitore handles the Benefit Plan analysis as Paul's background leans to the health plan Account Managent and Service side. Both Jeff and Paul present together to give you an expert analysis on all components of the employee benefit package.

We will provide you with both owner's business numbers which role to our cell phones so we can handle calls at any time from our clients. This is one major difference that separates us from our competitors. We pride ourselves on having a depth of knowledge from our days at the health plan so we can generally answer most calls on the first call. We also provide our service reps contact info for any day to day tasks such as employee adds, terms, COBRA, and general maintenance tasks. Our service rep, Becky Niederluecke, has around 30 years in the industry and was formerly a VP of Underwriting at UnitedHealthCare so our Service knowledge is second to none.

Our agency utilizes an online system called EASE for benefit administration and onboarding. We will set up a website for The City of Brainerd with your logo and relevant pictures which your HR Staff can use to do employee changes, run reports, find forms and links to networks and any other benefit you want the employees to be able to get information from. Your employees will be able to do their open enrollment on this system which is very user friendly and very helpful for them to make benefit selections. We include the benefit summaries, cost for each plan per pay period, links to networks, one page plan comparisons, and we will do employee meetings prior to open enrollment to educate the employees on the benefits.

If we are selected to represent The City of Brainerd we would immediately start to gather all of your current benefit information from the carriers including plan design, rates, and certificates of coverage so we can administer your benefits and also make sure that you are in compliance with all of the ACA rules and guidelines and State & Federal Rules and guidelines to ensure you are never assessed fines and stay in compliance.

Jeff Berg will handle the rate/benefit negotiations, Paul Coglitore will handle the benefit review and recommendations, and Becky Neiderluecke will handle the day to day tasks for your current plan offerings as well as future benefits.

Our typical fee is paid as a percentage of premium as set by the carrier. This commission fee is paid to us directly by the carrier you are with currently or if we move your group to a different carrier they will pay us directly so you will never see a direct fee from our company. Since we have underwriting backgrounds we are able to negotiate the lowest possible price and negotiate our fees out so it doesn't make much sense for us to add to your budget by billing you separately.

We are willing to direct bill if you like, however, we always work in our client's best interests so that is not part of our typical practice. If your current carrier does not currently have broker commissions included in your premium then we would just charge you \$8,000 this year for our administrative services and completing the RFP requirements and then would build it in at the incumbent carrier if you stay with that carrier or at a different carrier if selected. This direct fee can be paid half now and half when the board approves the recommendations made at the end.

The value of our background will not just be seen in negotiating the employee benefits price or the service we provide based off of our internal health plan knowledge but also in our recommendations we make on the plan designs to the City as different plan designs have different trend lines so your ability to control costs is heavily weighted on the this knowledge and the ability to make smart benefit changes in knowing how all of the components come together and affect claim utilization and benefit trend lines.

3) References for B&C Consulting:

- 1) Wright County
 - a. Schawn Johnson-Human Resources Director
 - b. PH) 763-684-8450
 - c. Email) Schawn.johnson@co.wright.mn.us
- 2) Paladin Career & Technology School
 - a. Eric Gieseke-CFO
 - b. PH) 763-786-4799 X 558
 - c. Email) eric.geseke@paladincareertech.com
 - d.

- 3) Cristo Rey Jesuit High School
 - a. Mel McCaa-CFO
 - b. PH) 612-253-0663
 - c. Email) melmcCaa@cristoreytc.org.

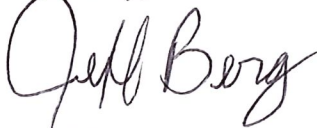
Terminated Groups:

- 1) Mortgages Unlimited
 - a. Steve Gatti-Owner
 - b. PH) 763-416-2627
 - c. Email) sgatti@muihomeloans.com

Thank you for your time and consideration. If you have any follow up questions please do not hesitate to call me at 952-224-0803 or email me at jeff@bnc-insurance.com.

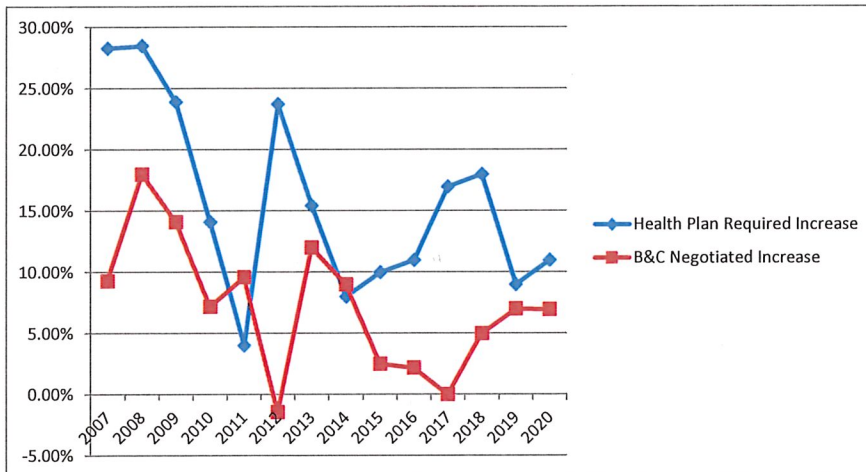
Please visit our website: www.bnc-insurance.com to see all of our additional products and offerings, as well as, client testimonials and meet our agency!

Sincerely,

A handwritten signature in black ink that reads "Jeff Berg". The signature is fluid and cursive, with the first name "Jeff" and last name "Berg" clearly distinguishable.

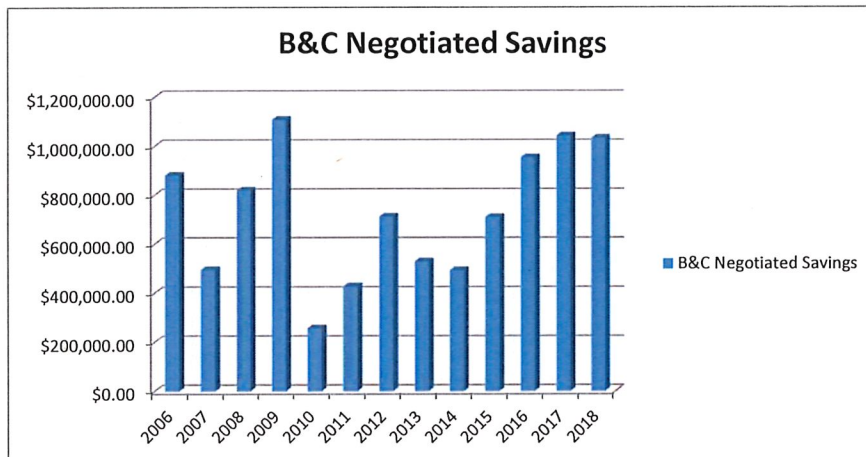
Jeff Berg-owner
B&C Consulting, LLC

Wright County Health Insurance Renewal Synopsis



Average HealthPlan Required Renewal Increase: 16.83%

Average B&C Negotiated Final Wright County Increase: 6.29%



Total B&C Negotiated Savings: \$10,398,231.05

Notes:

2015 renewal: B&C Negotiated a 10% Rate cap. (Rate cap not used).

2017 renewal: B&C Negotiated a 5% rate cap as part of the RFP. (Rate cap used!)

2018 renewal: B&C Negotiated a 7% rate cap as part of the RFP. (Rate Cap used!)

2019 renewal: B&C Negotiated a 9% rate cap, Wellbeing services (Full time person) back in at no charge & EAP Services at no charge. (Rate Cap not us

RG Insurance



We Are Veteran Owned!



April 27, 2020

Proposal Submitted in Response to RFP for Broker to Assist With 2021 Health Insurance RFP Process

To:

Kristy Schubert, PHR, CLRP
HR Director
City of Brainerd/BPU
501 Laurel Street
Brainerd, MN 56401

Tele: (218) 828-2307

Fax: (218) 828-2316

Email: kschubert@ci.brainerd.mn.us

From:

Dan Strong
RG Insurance - a Strong Company
14091 Baxter Drive STE 114
Baxter, MN 56425

Tele: (218) 828-1310

Fax: (218) 828-0374

Email: dan@strongins.com

Contents

1. Firm History and Experience
2. Qualifications/Costs
3. References
4. Executive Summary
5. Conflict of Interest

1

Firm History and Experience

RG Insurance is a local business working to help build successful organizations today and prosperity for our community tomorrow. Together with our branches in Nisswa, Wadena and Duluth, we proudly serve the entire Northern Minnesota Area.

Strong Insurance Services is the parent company of RG Insurance, Nisswa Insurance, Strong Insurance of Wadena and Benes Insurance of Duluth. For the purpose of the proposal response, we will refer to Strong Insurance Services and all sister companies collectively as "Strong Insurance Services."

Strong Insurance Services has been servicing insurance needs since 1980 and is located conveniently in the Westport Shopping Center in the Brainerd/Baxter area. We are an independent agency working for you and provide Group and Individual Health, Life, Disability, Auto, Home, Renter's, Commercial, and Worker's Compensation among many other insurance products. Our professional agents have 100 + years of combined experience in the Brainerd Lakes area. As an independent agency, RG Insurance represents multiple companies to provide you the best value possible.

The mission of Strong Insurance Services is to assist clients with all their insurance needs. We help manage and plan for all potential risks. As professionals, we assess needs and offer a variety of insurance products to choose from. Service is the most important value we offer, and we work hard to build a trusted relationship with our clients. We strive to make clients feel both comfortable with and confident in our abilities by acting as their consultants. As an organization, we are dedicated to seeking out the best carriers that offer the most appropriate coverage at a fair price. We have assisted in analyzing and auditing business organizations and providing results and recommendations to the business.

Account Servicing Agents:

Dan Strong- Agency Owner / President and licensed agent

Nancy Peterson – Sr. Office Manager and licensed Life, Health, Property and Casualty Agent with over 50 years of experience in group, individual and commercial insurance.

Alisa Sandin – Life and Health Agent with 6 years of experience in servicing group and individual health and life insurance.

Technology:

We use a web based, secure management system to track all client/agency communications and documentations. Currently using Excel for spreadsheets and Microsoft Office Products.

Associated Providers:

Health Partners, Blue Cross Blue Shield of MN, Preferred One, Medica, Humana, Aetna, United Health Care, Silverscript, Delta Dental, Spirit Dental and numerous other in life, disability and other Ancillary products. We will continue to add new providers as they become available or needed.

We are a MNSure Broker Enrollment Center for the State of Minnesota. We are able to offer assistance with health coverage should an employee and/or dependent not be eligible for the City of Brainerd plan. We can also assist retiring employees with their Medicare health insurance options.

2

Qualifications/Costs

RG Insurance has been the City of Brainerd's Insurance Broker for the past 30 years. The relationship has been one of growth between the City of Brainerd, Health Carriers, and RG Insurance. In lieu of the cost of services, we would be revising the commission from \$5 per employee cost to \$7 per employee cost.

3

References

Frandsen Bank & Trust
7429 Excelsior Road
Baxter, MN 56425

Dawn Hines
Tele: 218-855-1320

Kristy Schubert, PHR, CLRP
HR Director
City of Brainerd/BPU
501 Laurel Street
Brainerd, MN 56401

Tele: 218-828-2307
Fax: 218-828-2316
Email: kschubert@ci.brainerd.mn.us

4

Executive Summary

We will advise and assist the City of Brainerd with the items outlined under "Agent Scope and Responsibility" and any other necessary and appurtenant information needed.

RG Insurance appreciates your consideration and thanks you for your business.

5

Conflicts of Interest

To our knowledge, we have no conflict of interest that would preclude our ability to render an objective analysis.



Daniel Strong
President
Strong Insurance Services Inc

04-27-20

Date



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Minnesota State Investment Funds - One-Time Exception

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☒ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Connie Hillman	Department: Finance
Presenter (Name & Title): Finance Director Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: In 2018, the Council utilized the One-Time Exception of the state MIF dollars, retaining 80% (\$173,572.46) to be used for local economic development initiatives in the City and returned 20% (\$43,393.11) to the state. In 2019, the Legislature renewed the opportunity for local units of government to utilize the One-Time Exception to put the MIF funded balances to work in their communities. The City has until June 1, 2020 to make a decision. Staff brought this to Council on August 5, 2019 and was directed to bring it back to Council in the Spring of 2020.	
Alternatives, Options, Effects on Others/Comments: Per the frequently asked questions (FAQ) that are attached after the the letter from DEED, the highlighted section discusses eligibility for governments that took advantage of the 2017 One-Time Exception. The City has received an additional \$6,581.54 in interest and loan repayments. 80/20 split would be \$5,265.23 and \$1,316.31. The only loan outstanding in the State MIF fund is the loan used by the City to purchase the industrial lots. The City has authorized the original funds retained (\$173,000) for the Riverfront Plaza study resulting in approximately \$133,000 remaining for local economic development initiatives. With businesses being affected by COVID-19, federal stimulus funds exhausted at this time, Staff has been having discussions with BLAEDC and others on how we can help businesses when they reopen. The retained MIF funds could be a source of funds if Council so desires. A "package" is being developed and will be brought to Council at a later date.	
Recommended Action/Motion: Authorize Staff to proceed with the renewed opportunity to utilize the One-Time Exception of the State MIF funds balance.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

June 27, 2019

RECEIVED

JUL 05 2019

CITY OF BRAINERD
ADMINISTRATION

Dear Minnesota Investment Fund Grant Recipient:

The Minnesota Investment Fund (MIF) has been a phenomenal success in fueling business investment and job creation throughout the state since 1985. This success is due in part to local governments working with the Minnesota Department of Employment and Economic Development (DEED) to jointly administer the loan program.

As you may know, one of the benefits of the state-funded MIF program (which is different from the federally-funded MIF program) is that a portion of repayments may be kept by the local government partner in a separate revolving loan fund (RLF). These RLFs extend the impacts of the state MIF program even further by using these repaid funds to provide additional loans to businesses. Although these RLF loans must follow the framework of the MIF statutes (Minn. Stat. 116J.8731), in 2017, Minnesota Legislature passed a Onetime Exception to allow more flexibility in the use of state-funded MIF-seeded RLF funds. In 2019, the Legislature renewed the opportunity for local units of government to utilize the One-Time Exception to put their MIF funded RLF balances to work in their communities.

The 2019 omnibus jobs bill passed by the Legislature includes the following authorizing language:

Laws of MN 2019, 1st Special Session, Chapter 7, Article 2, Section 7: Notwithstanding Minnesota Statutes, section 116J.8731, a home rule charter or statutory city, county, or town that has uncommitted money received from repayment of funds awarded under Minnesota Statutes, section 116J.8731, may choose to transfer 20 percent of the balance of that money to the state general fund before June 30, 2020. Any local entity that does so may then use the remaining 80 percent of the uncommitted money as a general purpose aid for any lawful expenditure.

For a local government to qualify for this provision, the enclosed RLF Request for Onetime Exception Form must be submitted to DEED by June 1, 2020. Once DEED reviews and approves the information on the submitted form, the local government will be informed and 20 percent of the existing cash balance as of request date can be submitted to the department. The remaining 80 percent may be considered general purpose aid for any lawful expenditure. Because the legislation uses the term "uncommitted money," only the cash balance should be considered and any outstanding loans should be excluded.

Once the funds have been transferred out of the RLF account, the local government must submit to the Legislature an accounting and explanation of the use and distribution of the funds. More information about this report will be provided when the RLF Transfer Form is approved.

Thank you for your commitment to economic development and the MIF program. If you have any questions about this provision, or would like to access the electronic version of the request form, please visit <https://mn.gov/deed/business/financing-business/deed-programs/mif/onetime.jsp> or contact Lisa Dargis, a DEED senior loan officer, at Lisa.Dargis@state.mn.us or 651-259-7446.

Sincerely,



Bob Isaacson

Executive Director, Office of Business Finance

MINNESOTA INVESTMENT FUND STATE FUNDED RLF REQUEST FOR ONETIME EXCEPTION

The 2019 Legislature passed legislation that allows cities, counties and townships that have revolving loan funds (RLFs) seeded by state-funded Minnesota Investment Fund loan repayments may use 80 percent of the uncommitted balance for any lawful purpose if 20 percent of the balance is returned to the State of Minnesota. To utilize this one-time exception, this form must be completed and submitted to DEED by June 1, 2020; once DEED approves the form, the 80 percent should be moved from the RLF account and the 20 percent should be transferred to DEED.

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

Request Date		Uncommitted State Funded MIF RLF Cash Balance as of Request Date	
Local Government (City, county or town)		20% to be returned to the State General Fund	
Address		80% to be utilized as general purpose aid.	
Contact Phone & Email		Will there be a residual RLF balance (from outstanding loans) for future reporting?	

* Request must be received by June 1st, 2020 to allow for processing and payment submittal.

Required Documentation

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

Submittal Instructions

This form and the required bank account verification document(s) must be emailed to DEED.Loan@state.mn.us with "Revolving Loan Fund" on the subject line. If you have questions while completing the form please contact Lisa Dargis, DEED Loan Officer, Office of Business Finance at 651-259-7446 or lisa.dargis@state.mn.us or visit the Frequently Asked Questions tab located at <https://mn.gov/deed/business/financing-business/deed-programs/mif/mif-exception/>.

Certification

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

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

Certified by:

Local Government Authorized Official Printed Name & Title

Local Government Authorized Official Signature

Date

Exception Criteria – Laws of MN 2019, 1st Special Session, Chapter 7, Article 2, Section 7 Sec. 7. ONETIME EXCEPTION TO RESTRICTIONS ON USE OF MINNESOTA INVESTMENT FUND LOCAL GOVERNMENT LOAN REPAYMENT FUNDS.

(a) Notwithstanding Minnesota Statutes, section 116J.8731, a home rule charter or statutory city, county, or town that has uncommitted money received from repayment of funds awarded under Minnesota Statutes, section 116J.8731, may choose to transfer 20 percent of the balance of that money to the state general fund before June 30, 2020. Any local entity that does so may then use the remaining 80 percent of the uncommitted money as a general purpose aid for any lawful expenditure.

(b) By February 15, 2021, a home rule charter or statutory city, county, or town that exercises the option under paragraph (a) shall submit to the chairs and ranking minority members of the legislative committees with jurisdiction over economic development policy and finance an accounting and explanation of the use and distribution of the funds.



Revolving Loan Fund Onetime Exception

Onetime Exception to Restrictions on Use of State Funded Minnesota Investment Fund Local Government Loan Repayment Funds

The Minnesota Legislature has authorized a onetime exception to how revolving loan fund (RLF) dollars seeded from State funded Minnesota Investment Fund (MIF) projects are used. These dollars have been retained by local units of government from repayments of their MIF grants. The funds are generally required to be re-used for economic development projects in their jurisdiction.

The onetime exception would allow a home rule charter or statutory city, county, or town that has uncommitted money in their RLF fund to use 80% of the balance as a general purpose aid for any lawful expenditure. In order to be eligible for the exception, the city, county or town would need to return 20% of the uncommitted balance to the State's general fund prior to June 30, 2020.

By February 15, 2021, any home rule charter or statutory city, county, or town that exercises the option to utilize 80% of their balance as general purpose aid must submit to the chairs of the legislative committees with jurisdiction over economic development policy and finance, an accounting and explanation of the use and distribution of the funds.

In order to take advantage of the onetime exception, the local unit of government must submit the MIF RLF Request for Exception Form below prior to June 1, 2020. Once the Request for Exception has been approved by the DEED Loan Officer, you will receive authorization and instructions on how to remit the required 20% of the RLF balance to the State general fund.

[MIF RLF Request for Exception Form \(/deed/assets/revolving-loan-fund-exception_tcm1045-389795.docx\)](#)

A list of commonly asked questions can be found under the FAQ tab. For additional questions regarding the onetime exception or state funded RLF balances, please contact Lisa Dargis at 651-259-7446.

Frequently Asked Questions

1. Are funds held by my EDA or HRA eligible for the onetime exception?
 - No, only funds held in an account belonging to a home rule charter or statutory city, county, or town are eligible.
2. If I utilized the Onetime Exception passed in 2017, am I able to use the 2019 Onetime Exception for my current MIF RLF balance?
 - Yes, if you have accrued additional repayments in your RLF account since your previous Onetime Exception participation, you can submit a request for exception for your current balance under the new provisions.
3. Can I include repayments to be received for outstanding loans in my account balance?
 - No, only funds in the account on the date of request are eligible.
4. Can I use the onetime exception for my federally funded RLF balance?
 - No, only state funded RLF dollars are eligible for the onetime exception. All funds must be in a separate account and not co-mingled with funds from any other sources.
5. Can I return the funds by electronic transfer or will I need to send a check?
 - The state will accept funds by either electronic transfer or check. Instructions will be provided once the request has been approved.
6. Once I have used my funds, how do I submit my report?
 - The report should be submitted directly to the contacts under the reporting tab above.
7. When is the report due?
 - The report must be submitted by February 15, 2021.
8. If I use the exception, does that mean I don't have to report on my RLF balance any longer?
 - If the return of 20% and the use of the remaining 80% completely deplete the RLF balance and there were no outstanding loans for which you will receive repayments (resulting in a permanent fund balance of zero), then there will no longer be reporting required.
 - However, if there were loans outstanding for which you will receive repayment, or your account balance was not depleted, you will need to continue to report on the remaining balance and any repayments that accrue.
9. Do I have to hold a public hearing to request the exception?
 - You must follow all local regulatory requirements for use or transfer of RLF dollars. DEED cannot advise you on the specific requirements for your unit of government.

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

**May 4, 2020
6:45 PM**

**WebEx Teleconference Meeting
Call Toll-Free : 844-992-4726
Access Code : 965 389 894**

1. Bi-Annual Bridge Safety Inspection Proposals
2. Contract Towing Services
3. Cross Jurisdictional Maintenance Agreement with Crow Wing County
4. Improvement 20-01 – 2020 Seal Coat Project Authorization to Bid
5. Downtown Landscaping Contract Revised Quotes



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Bi-Annual Bridge Safety Inspection Proposals

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Staff solicited RFP's to qualified consultants for the bi-annual bridge inspections per NBIS standards, federal, and state requirements.	
Alternatives, Options, Effects on Others/Comments: The City is required to inspect the two bridges in which it owns (College Drive and Laurel Street) on a bi-annual basis. This includes inspection of all structural elements for deterioration and/or changes from the last regular inspection. The City is also required to report its findings to the State of Minnesota, in which reports the state-wide findings to the federal government. This is done through a program called SIMS, in which we have the consultant fill in the pertinent inspection information and the City, as program administrator, signs off on the inspection findings. City staff are required to attend refresher training every 2-years in order to hold the program administrator status. The City solicited proposals from 4 local engineering firms qualified to do the work including SEH, WSB and Associates, Bolton and Menk, and Widseth Smith Nolting. The City received proposals back from 3 out of the 4 and included a cost from each respectively: SEH - did not submit; WSB and Associates - \$3,300; Bolton and Menk - \$2,400; WSN - \$2,950. Two of the three consultants, WSB and Bolton and Menk, also proposed the use of unmanned aerial equipment to assist in inspection techniques. WSN has been awarded our bridge inspection professional services for numerous years in the past. While it is nice to consider using the same consultant to perform the bi-annual bridge inspections, it is also sometimes prudent to get a second set of eyes on things to see if something is seen through a different lens.	
Recommended Action/Motion: Staff recommends approving the proposal from Bolton and Menk in the proposed cost not to exceed of \$2,400.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>2,400</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> This is a bi-annual expense that comes from construction fund 401.	

CITY OF BRAINERD

Request for Proposals 2020 Bridge Safety Inspections

The City of Brainerd is requesting proposals for services to perform our 2020 Bridge Safety Inspections on two bridges which are both on a 2-year inspection cycle. The bridges are as follows:

Bridge #18509 (Laurel Street over the Mississippi River)
Bridge #18505 (College Drive over the Mississippi River)

The bridges were last inspected in October of 2018 and are due for inspection in October of 2020.

Scope of Services

The Scope of Services being requested includes the following items:

- A complete inspection of all bridge elements in accordance with established guidelines and procedures.
- Measurement of changed/new element units including cracking of the concrete deck underside and separation of combination rail elements.
- Verification of all measurements per element rating
- Verification of conversion of old element ratings to new rating system
- Update the inspection data in the City's SIMS account
- Submit updated data to Program Administrator for review and further processing.

All inspection services shall be conducted and led by a qualified and certified Team Leader.

Proposals should include the following information:

- A Lump Sum price for providing the inspection services described for both bridges and shall be compensation in full for all labor, tools, equipment, and supplies necessary to perform the services.
- Qualifications of the key team members who will be performing the inspections and entering the data
- Brief description of proposed inspection procedures
- Estimated schedule for performing the inspections and submitting inspection data

Proposals should be returned to the attention of Paul Sandy, Brainerd City Engineer, by 2:00 P.M., April 24, 2020.

2020 Bridge Safety Inspections

City of Brainerd



Real People. Real Solutions.

1. Contact Information

Bolton & Menk, Inc. • James D. Archer, P.E., Bridge & Structural Group Manager • 7533 Sunwood Drive, Suite 206 • Ramsey, MN 55303 • P: 763-433-2851 • F: 763-427-0833 • C: 612-205-5160 • jamesar@bolton-menk.com

2. Key Personnel



Jim Archer, P.E., Project Manager

✓ MnDOT Certified Inspection Team Leader

✓ Program Administrator

Jim is a senior project manager with more than 18 years of bridge design experience and seven years of bridge safety inspection experience, including five years as the Hennepin County Inspection Team Leader and Program Administrator (PA). He is committed to delivering projects that satisfy current and future needs in a practical, functional, and maintainable way. Jim is qualified to lead the 2020 bridge safety inspection efforts for the City of Brainerd. He is a National Highway Institute (NHI) certified team leader. He will coordinate any necessary traffic control or equipment rental, ensure adequate resources are committed to the project, and provide a quality review of the inspection process. Jim is available to serve as the city's safety inspection PA as needed.



Ryan Evans, P.E., S.E., Inspector

✓ MnDOT Certified Inspection Team Leader

✓ Remote Pilot In-Charge (Drone)

Ryan brings eight years of DOT and local bridge design and rehabilitation experience to the project. He has a structural engineering license and an expert-level understanding of bridge structural behavior, analysis, and design. Ryan's experience includes inspection and evaluation services as well as acting as engineer of record for several bridge rehabilitation projects. He's a certified bridge safety inspector and team leader, a load rating engineer, a certified drone pilot, and is proficient with a variety of structural design and analysis software.

Both Jim and Ryan attended the 2019 MnDOT refresher trainings held at the Hennepin County Public Works Facility in Medina, MN.

3. Company Experience/References

Sr. Bridge Engineer, Inspection Team Leader, and Program Administrator

Hennepin County, MN • James Grube, County Engineer • 612-596-0300

Jim served as the Hennepin County senior bridge engineer for five years. While there, he managed five staff and oversaw all things bridge related, including design, inspection, rating, permitting, and maintenance duties.

Personnel: Jim Archer

Inspection Team Leader and Program Administrator

Washington County, MN • Allan Brandt, Project Manager • 651-430-4348

Jim has served as the Washington County bridge inspection program administrator and inspection team leader since 2016. Under this contract, Jim assists the county with many bridge-related issues, including safety inspections, load ratings, maintenance, and construction duties.

Personnel: Jim Archer & Ryan Evans

Bridge Inspection, Evaluation, and Rehabilitation Team

Mitchell County, IA • Rich Brumm, County Engineer • 641-732-5849

In this position, Ryan oversaw the inspection, evaluation, and eventual rehabilitation of the J-086 bridge over the Cedar River. Ryan acted as the principal investigator and engineer of record for the rehabilitation plans.

Personnel: Ryan Evans

4. Project Understanding and Approach

The City of Brainerd wants to employ a qualified team of bridge safety inspection staff to fulfill its 2020 MnDOT inspection obligations and satisfy Federal Highway Administration (FHWA) reporting requirements.

Information will be recorded and updated in the Structure Inventory Management System (SIMS) and submitted for PA approval. The city's two bridges are multi-span prestressed concrete beam superstructures over the Mississippi River.

Under routine inspection procedures, Bolton & Menk proposes to use binoculars to inspect as much of the structure as possible from the river banks. Pending the results of a field inspection, additional access may be recommended. As a Certified Remote Pilot In-Charge, Ryan can deploy a drone to aid in the visual access of the central river spans at the city's request.

Task 1 – Coordination

Upon notice of award, Jim and Ryan should be granted access to the city's SIMS account by the PA. This will allow access to migrated inspection quantities and condition states for review prior to inspection.

As proposed, the 2020 Brainerd Bridge Safety Inspections will not require interruptions to traffic or any special permitting or equipment. Drone deployment may require the coordination of notifications to the US Coast Guard and local airfields although neither will require a permit.

Task 2 – Inspection

Bolton & Menk inspectors have the appropriate tools and equipment, as well as the necessary training to perform accurate and efficient routine bridge safety inspections. MnDOT administers a separate underwater inspection contract, which both structures have been part of in the past and should continue to be part of.

Task 3 – Reporting

All inspection data and photographs will be entered in SIMS and available for review by the PA within two weeks of completion. The SIMS entry will include findings, and recommended maintenance. The city will be notified immediately of any critical findings discovered during inspection.

5. Project Schedule

The inspection can occur anytime during the month of October, including a 30-day grace period if circumstances require. The timing of the inspection will be discussed with city staff to ensure inspection activities do not interfere with other scheduled city events or activities, such as parades, marathons, festivals, or celebrations.

6. Cost

As requested in the RFP, Bolton & Menk has prepared a lump sum cost for inspection services. The total lump sum fee to perform routine safety inspection services for the City of Brainerd to fulfill their 2020 FHWA reporting requirements to MnDOT will be \$2,400.

Task Breakdown	Cost
Traffic Control	N/A
Equipment Rental	N/A
Routine Inspection <i>Bridge Engineer – 16 hours @ \$150/hour</i>	\$2,400
Total	\$2,400

7. Additional Services

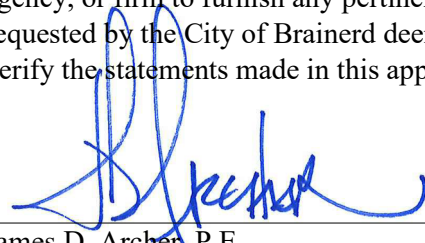
Snooper: At the city's request, our team can obtain a snooper to perform more in-depth bridge inspection.

- UB20 – MnDOT state aid snooper
- A-62 – MnDOT District 3 snooper
- UB40 and UB 60 – Equipment Rental Company of Duluth

Traffic Control: Accessing the underside of the bridge with a snooper will require the use of traffic control.

8. Certification Statement

I hereby certify that I am a duly authorized representative of the company and that the information contained within this proposal is current, true, and correct to the best of my knowledge. I hereby authorize and request any person, agency, or firm to furnish any pertinent information requested by the City of Brainerd deemed necessary to verify the statements made in this application.


James D. Archer, P.E. 4/24/2020
Structural Group Manager Date

April 24, 2020

Paul G. Sandy, P.E.
City Engineer
501 Laurel Street
Brainerd, MN 56401

Re: Proposal for the City of Brainerd Bridge Safety Inspections – Calendar Year 2020

Dear Mr. Sandy:

On behalf of WSB, I am pleased to submit this proposal to provide professional engineering services as they relate to the proposed National Bridge Inspection Standards (NBIS) Bridge Safety Inspections for one structure for which the City of Brainerd (City) is responsible.

We believe that our experience as a MnDOT approved Consultant (Level 1 Bridge Design) in addition to performing an extensive and broad range of NBIS bridge inspections, bridge load ratings, and bridge Program Administration duties for many Cities, Counties, and MnDOT particularly qualifies us for this project. We have investigated the scope and we feel excited at the prospect of our collaboration with the City. WSB has the experience necessary to lead and deliver a high-quality deliverable within the City's schedule.

1. Project Location

The bridges to be inspected include Br 18509 (Laurel Street) and Br 18505 (College Drive); both bridges cross the Mississippi River just west of TH 371B near downtown Brainerd, see Figure 1.1.

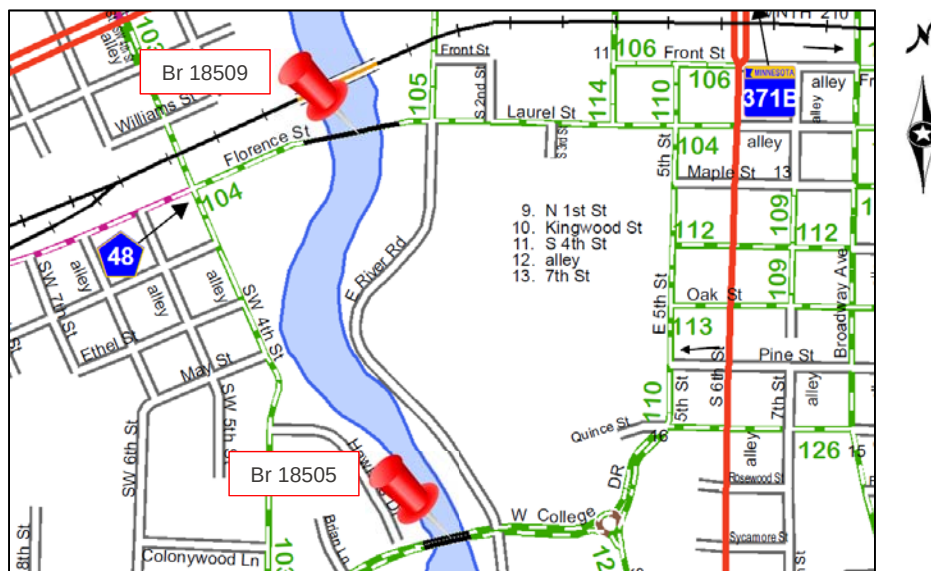


Figure 1.1: Bridge Locations; Brainerd, MN.

2. Background Information

The City is pursuing NBIS in-service safety inspections for their bridges during the calendar year 2020. Both bridges were last inspected October 2018, and are currently on a 24-month inspection cycle; both bridges are due for their next inspection in October 2020. Bridge 18505 is a three-span prestressed concrete beam bridge (see Figure 2.1) with an average daily traffic (ADT) of 12,300, while Bridge 18509 is similar in its design type and is a four-span bridge, with an ADT of 7,100.



Figure 2.1: Bridge 18505

3. Approach

The following proposed services represents WSB's understanding of the scope and schedule for this project. Our project approach is organized in chronological order as the project will progress and represents WSB's scope of work that can be used for contractual purposes. Each description includes a reference to the corresponding task numbers on the fee estimate (see Exhibit C).

Task 1: Project Management

Key Personnel: Daniel Flittie, P.E.

Throughout the project, WSB's Project Manager, Daniel Flittie will actively manage the work tasks to adhere to both the proposed schedule and budget, providing overall project oversight, overseeing the project deliverables and provide day-to-day management of the project. Management activities include: City communication, coordination of all tasks with the City, preparation of progress reports and preparation of invoices. Due to the limited scope of work, it is assumed an in-person kickoff meeting will not be required prior to commencing the work, however a tele-conference type call will be employed to review overall project logistics and schedule.

Task 2: Bridge Inspections

Key Personnel: Daniel Flittie, P.E.; Bill Alms, P.E.

This task includes obtaining the bridge's necessary MnDOT Structure Inventory Report and Bridge Inspection Report, along with preparing standard field documentation forms. The City shall be responsible for providing all available bridge plans to WSB prior to start of this task.

WSB will perform a NBIS bridge safety inspection for each of the above noted bridges. The purpose of the inspections will be to document the bridge's condition on an element level and will include the following services.

- WSB's inspection reporting will be based on guidance from MnDOT's current Bridge and Structure Inspection Program Manual (BSIPM).
- Measurement and verification of changed or new element units, including concrete deck cracking, and bridge rail elements.
- Confirmation of previous element measurements and ratings.
- Verification of conversion of MnDOT's old system of element ratings to AASHTO's new rating system.

For safety as well as to ensure a thorough and high-quality bridge inspection, a two-person inspection team will be utilized for the inspection; Daniel Flittie, P.E. will serve as the required MnDOT Certified Bridge Inspection Team Leader (TL); while Bill Alms, P.E. will serve as the Assistant Team Leader (ATL).

In recent years, AASHTO, FHWA, and MnDOT has placed a considerable amount of emphasis during their inspection seminars, workshops, and inspection audits on proper and thorough bridge inspections, notably those that span large rivers that typically are only inspected from the ground due to limited access. Ground inspection does not provide proper access to the majority of these bridges' below deck elements (i.e., beams and piers). Under such conditions, we would use a MnDOT snoopers truck for the under-bridge inspection, see Figure 2.1. Use of a snoopers requires top-side maintenance of traffic (MOT) to ensure a safe work zone.



Figure 2.1: WSB PM and Lead Bridge Inspector Daniel Flittie inspecting Br 62080.

The cost of the snoopers is paid through via an agreement with MnDOT State Aid; the City's would then incur the cost of the snoopers driver and operator (two separate staff, travel time + onsite time) and mileage for a support vehicle, which MnDOT has indicated would come from the District-3 St. Cloud office. WSB would normally utilize Safety Signs, LLC who specialize in Work Zone Traffic Control for the MOT requirements.

However, under current circumstances, MnDOT is not letting consultants into their snoopers with their staff; it is unknown if or when this mandate will expire. MnDOT has also recently stated they are re-shuffling their snoopers use moving forward; as such the inspection of Trunk Highway bridges are to take a precedence over local bridges.

Due to extraordinary current events, WSB proposes to use its small Unmanned Aircraft Systems (sUAS, a/k/a drones) to facilitate these two bridge inspections. WSB has three FAA commercial helicopter and sUAS certified pilots, including Bill Alms. WSB is registered as a licensed Commercial sUAS Operation through the FAA and the MnDOT Aeronautics Division. As neither of these structures are considered fracture critical, 'hands-on' (less than 24" away) inspection methods are not required; according to MnDOT, the use of the drone will suffice for below deck inspection access.

Both Daniel and Bill has prior experience inspecting large river bridges using drone technology. WSB performed a special inspection of Wright Co. Br 86515 over the Mississippi River (see Figure 2.2) to confirm the severity of shear cracks in the cantilevered pier. Using the drone to perform the inspection instead of a snoopers provided cost savings and provided an overall safer work environment, as there is always inherent danger working among live traffic.



Figure 2.2: Bridge 86515, Special Drone Inspection

General bridge inspection procedures are as follows. As both these bridge are on MnDOT's Underwater Inspection list, there will be no underwater inspections included in this work.

- Visual assessment of roadway and sidewalk approaches.
- Visual assessment of the channel; checking for bank protection, debris accumulation, erosion, exposed footings, and scour.

- Visual assessment of the bridge deck and scuppers, barriers, metal railings, signing, and superstructure (e.g., beams, diaphragms, and conduits); checking for common defects such as concrete cracking, scaling, spalling (including exposed reinforcement). Verifying field dimensions against plan dimensions and inspection report quantities.
- Visual assessment of the substructures; checking for debris accumulation, exposed footings, scour, and other common defects such as concrete cracking, scaling and spalling (including exposed reinforcement).
- Visual assessment of bearings (if applicable); checking for corrosion, excessive movement, and missing bolts.
- Visual assessment of the cantilever overhangs. As both bridges were built in the mid to late 1970s, close scrutiny will be applied to these areas, as the AASHTO design codes of this era have known deficiencies for the consideration of shear in these areas.

Prior to the completion of Task 2, the City shall be responsible for coordinating with MnDOT to provide WSB with timely access to MnDOT's Structure Information Management System (SIMS) data.

Task 3: MnDOT SIMS Reports

Key Personnel: Daniel Flittie, P.E.; Craig Alberg, P.E.

WSB's Inspection Team Leader Daniel Flittie will finish the bridge inspection process by adding the inspection information into SIMS for the Program Administrator's (PA) review and approval. During previous correspondence, you indicated that you will serve as the City's required MnDOT Certified Bridge Inspection PA.

Bridge inspection reports will contain the following.

- Digital photos of findings as needed.
- Documentation of bridge deficiencies.
- Notation of bridge inventory errors. Where applicable, the TL will change inventory values; fields that cannot be changed will be redlined and submitted to the City as part of the SIMS inspection report submittal.
- Recommended maintenance activities.
- Written notation as needed to convey field conditions.

WSB's bridge inspection Quality Assurance Manager, Craig Alberg (also a MnDOT Certified Bridge Safety Inspection Team Leader & Program Administrator) will execute the project specific Quality Management Plan (QMP) to establish goals, processes and staff responsibilities required throughout the project while adhering to Chapter E (Quality Control and Quality Assurance) of MnDOT's BSIPM. The QMP ensures the inspection project will meet its quality objectives by utilizing an integrated quality approach to define quality standards, measure quality, and continuously improve quality.

4. Deliverables

MnDOT's SIMS inspection reports (one per bridge) are to be the project's deliverable. The City is responsible for submitting approved reports to MnDOT in a timely manner; currently MnDOT requires inspection reports to be approved within 180 days of the date of inspection.

5. Schedule

The two bridges require inspections within the month of October 2020. To accomplish this work and adhere to the required dates, we anticipate the following project timeline. In order to make use of the drone technology, WSB will coordinate with MnDOT Aeronautics and the Federal Aviation Administration (FAA); this is expected to be a lengthy process, therefore ample time has been allotted to ensure the inspection can take place during within its allotted time frame. Due to higher ADT's on these two bridges, we anticipate inspections to take place after 10 am, to allow area traffic levels to decrease.

- Notice to Proceed: 06/01/20.
- FAA & MnDOT Correspondence: 06/20 – 09/20
- Kickoff Meeting: 09/16/20 +/-
- Bridge Inspections: 10/14/20 +/-
- SIMS Inspection Report Submittal: 11/31/20
- Project Completion (e.g., final billing): 12/31/20

6. Key Staff

Daniel Flittie, P.E.: Project Manager, Lead Bridge Inspection Team Leader



Daniel has over 20 years of structural design and project management experience including MnDOT preliminary and final bridge design, bridge safety inspection, and bridge load rating. He is a MnDOT Certified Bridge Inspection Team Leader, with over 300 in-service NBIS bridge safety inspections (with over a dozen fracture critical bridge inspections) including the bridge types listed in the City's proposed work, along with a wide background in field logistics. He has served as WSB's lead bridge inspector since 2015, performing annual NBIS bridge safety inspections for 15 Twin City Municipalities. His responsibilities have included agency coordination, bridge alternative analysis, construction administration, preliminary and final design, project management, and quality management.

Craig Alberg, P.E.: Quality Assurance Manager



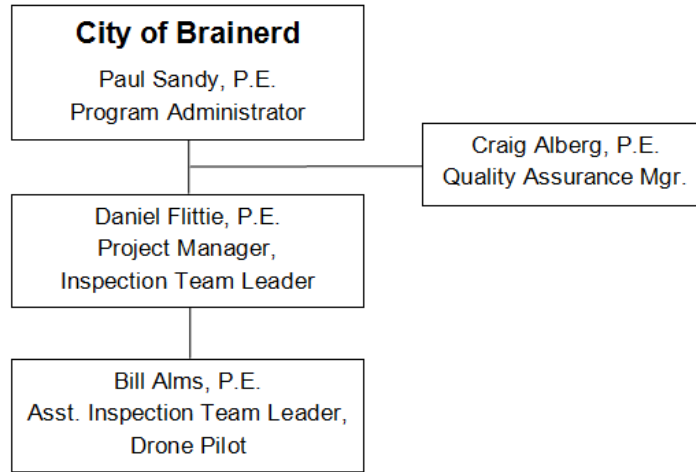
Craig has more than 14 years of experience in construction services and bridge construction management and as a MnDOT Certified Bridge Inspection Team Leader and Program Administrator for over a dozen Municipalities throughout the Twin Cities metro area, which includes in-service NBIS bridge inspection experience as well as contract administration and quality management. He has managed various construction project delivery methods for private, municipal, City, and state entities. His experience in bridge inspection and materials testing has provided Craig with an understanding of how to proactively mitigate challenges that arise during project delivery.

Bill Alms, P.E.: Bridge Inspection Assistant Team Leader, Drone Pilot



Bill is a Project Manager at WSB and leads the small Unmanned Aircraft Systems (sUAS) service area. He has been responsible for the development and licensing for the sUAS program since 2014. Over that time period, Bill has worked through rapidly changing regulations and successfully completed aerial data collection for private, local, and state clients including photos, videos, and 3D surface modeling. He has registered WSB as a licensed Commercial sUAS Operations through the FAA and the MnDOT Aeronautics Division. Bill also has 14 years of experience in US Army Aviation. He is an expert in risk mitigation procedures for aviation operations providing clients risk solutions that limit liability.

7. Organizational Chart



8. Budget

WSB will complete the above noted scope of services for a lump sum fee of **\$3,300.00** for the inspection and reporting of existing Bridge Nos. 18505 and 18509. If you are in agreement with the previously agreed upon terms and conditions, please sign on the space provided and return one original signed copy to us for our records.

If you have any questions concerning this letter or fee as discussed herein, please feel free to contact me at 763-762-2805. We greatly appreciate the opportunity to assist you and the City of Brainerd in the completion of this project.

Sincerely,

WSB

Daniel Flittie, P.E.
Project Manager

Attachments: Exhibit A: General Contract Provisions
 Exhibit B: Scope of Work (not included)
 Exhibit C: Compensation
 Exhibit D: Insurance Schedule
 Exhibit E: Rate Schedule (not included)
 Exhibit F: Client Responsibilities
 Exhibit G: Special Conditions (not included)

ACCEPTED BY: City of Brainerd

The City of Brainerd hereby accepts the WSB proposal in the lump sum fee of **\$3,300.00** for the services outlined in this proposal according to the terms and conditions attached.

Signature: _____

Name: _____

Title: _____

Date: _____

End of Proposal.

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONSTRUCTION OBSERVATION

If requested by Client, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

ARTICLE 5 – OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the

Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaption of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

ARTICLE 10 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 11 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data

files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 12 – INDEMNIFICATION

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

ARTICLE 15 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 16 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 17 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 19 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of Minnesota.

ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

EXHIBIT C



WSB
ESTIMATE OF COST - Inspection Services
2020 NBIS Bridge Safety Inspections
City of Brainerd

	2019 Fees	Project Mgr. & Team Leader	Asst. TL & Drone Pilot	Quality Assurance Manager	Admin	Total Hours	Cost
<i>Task #</i>	<i>Description</i>						
1	Project Management						
	Admin., Invoicing, Communication / Coordination	2.00			1.00	3.00	\$386.00
	FAA / MnDOT Approvals		3.00			3.00	\$486.00
2	Bridge Inspections						
	Prep / Mobilization	1.00	1.00			2.00	\$314.00
	Inspections, Br 18505 and 18509	3.00	3.00			6.00	\$942.00
	Drone Post Processing	1.00	2.00			3.00	\$476.00
3	MnDOT SIMS Reports						
	Reports	2.50				2.50	\$380.00
	Quality Control / Quality Assurance	1.00		1.00		2.00	\$314.00
Total Hours		10.50	9.00	1.00	1.00	21.50	\$3,298.00
Hourly Costs		152.00	162.00	162.00	82.00		
Subtotal Labor Costs		\$1,596.00	\$1,458.00	\$162.00	\$82.00		\$3,298.00
						TOTAL	\$3,298.00

Lump Sum Fee **\$3,300.00**

**EXHIBIT D
INSURANCE SCHEDULE**

GENERAL LIABILITY

Carrier:	The Phoenix Insurance Company	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$1,000,000
	Medical Expenses (Any one person)	\$10,000

AUTOMOBILE LIABILITY

Carrier:	The Travelers Indemnity Company	
Type of Insurance:	Any Auto Hired Autos Non-Owned Autos	
Coverage:	Combined Single Limit	\$1,000,000

UMBRELLA

Carrier:	The Travelers Indemnity Company of America	
Coverage:	Each Occurrence/Aggregate	\$5,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Carrier:	The Travelers Indemnity Company of America	
Coverage:	<u>Statutory</u> Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

PROFESSIONAL LIABILITY (Errors and Omissions)

Carrier:	XL Specialty Insurance Company	
Coverage:	Each Claim	\$ 5,000,000
	Annual Aggregate	\$ 10,000,000

Certificates of Insurance will be provided upon request.

**EXHIBIT F
CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Consultant are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Consultant to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Consultant:

ARTICLE F.1

Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Consultant to follow or incorporate into its work.

ARTICLE F.2

Guarantee access to and make all provisions for the Consultant to enter upon public and private lands to enable the Consultant to perform its work under this Agreement.

ARTICLE F.3

Provide such legal, accounting and insurance counseling services as may be required for this Project.

ARTICLE F.4

Notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.

ARTICLE F.5

Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services required under this Agreement.

ARTICLE F.6

Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Consultant as set out below.

ARTICLE F.7

Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.

ARTICLE F.8

Require all Utilities with facilities in the Client's Right of Way to Locate and mark said utilities upon request, Relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

ARTICLE F.9

Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

ARTICLE F.10

Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work on the Project.

ARTICLE F.11

Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.

ARTICLE F.12

Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Consultant of the services in accordance with the Contract Documents.

ARTICLE F.13

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

ARTICLE F.14

Client shall bear all costs incidental to compliance with the requirements of this article.

**CONFIRMATION OF REQUEST
FOR
ENGINEERING SERVICES**



Alexandria
610 Fillmore Street
PO Box 1028
Alexandria, MN 56308-1028

320.762.8149
320.762.0263
Alexandria@wsn.us.com

WidsethSmithNolting.com

CLIENT: City of Brainerd

LOCATION: Brainerd, Minnesota

SERVICE REQUESTED BY: Paul G. Sandy, PE

DATE: April 24, 2020

PROJECT: 2020 Bridge Safety Inspections for Bridges 18509 and 18505

DESCRIPTION OF WORK INVOLVED: Complete field inspection of all bridge elements in accordance to MnDot established guidelines. Document current conditions and changed items. Verification of all element quantities in each condition state. Verify conversion of ratings to new rating system. Update City's SIMS account and submit to Program Administrator. A snoop truck investigation was completed in 2016 therefore inspection of underside of slab and measurements of cracks is not included in this year's scope, would recommend completing this work in 2026, on a 10 year cycle.

Greg Lorentz will be performing the field investigation and updating the SIMS account, Greg is a certified Team Leader and has completed the Brainerd Bridge inspections the last 3 or 4 cycles.

ESTIMATED ENGINEERING COSTS:

Inspection and reporting

WSN LABOR & EXPENSES

\$2950.00

If the city wants the deck underside inspected this year the use of MnDot snoop truck is typically the most economical, MnDot will not contract with a private party but will with the City. WSN will assist the city with coordinating the use of the snoop truck with MnDot. This option will increase the inspection time, our lump sum cost would increase by \$500.00 to \$3450.00.

TIME SCHEDULE FOR SERVICES: Complete inspections in October 2020, update SIMS account and submit to City by middle of December.

BILLING METHOD:

- ☐ Hourly
- ☐ Percentage
- ☒ Lump Sum
- ☐ Other

BILLING SCHEDULE:

- ☐ Monthly
- ☒ Phased
- ☐ Upon Completion

REMARKS: Billing to be on a lump sum basis per attached General Provisions. WSN will not exceed stated cost without additional authorization from client.



WIDSETH SMITH NOLTING & ASSOC, INC. agrees to perform the described work as set forth above.
The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

APPROVED:

WIDSETH SMITH NOLTING

BY: 
Kent A. Rohr, Vice President

BY: _____

DATE: _____

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WSN

A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WSN.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed WSN's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Contract Towing Services

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Quotes were solicited from qualified contractors for the 2020-2022 contract towing services for the City of Brainerd pursuant the specifications attached to this request.	
Alternatives, Options, Effects on Others/Comments: The City received back two quotes from West Brainerd Auto and Collins Brothers Towing. The responses can be seen attached to this request. The areas of most usage for the City include disabled vehicle towing, snow removal towing, and street sweeping towing. Another common area that staff looks at when evaluating the proposals is the impound storage fee, which is directly charged to the person when retrieving their vehicle. As you can see from the proposals, Collins Brothers has better pricing in all of these selected categories, along with most others on their proposal.	
Recommended Action/Motion: Staff recommends entering into an agreement and authorizing signatures on the agreement document with Collins Brothers Towing of Brainerd.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>See attached proposals</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> Towing costs are typically paid by the offender, or are covered from respective budgets within the City (police/streets/etc.)	

Bid Comparison - Contract Towing**Bid Item****West Brainerd Auto Collins Brothers Towing**

Towing without Impound per Tow	\$ 50.00	\$ 40.00
Towing City Vehicles per Tow	\$ 50.00	\$ 20.00
Street Sweeping Towing per Tow	\$ 25.00	\$ 5.00
Snow Removal Towing per Tow	\$ 25.00	\$ 5.00
Disabled Vehicle Towing per Tow	\$ 50.00	\$ 40.00
Miscellaneous Towing per Tow	\$ 50.00	\$ 40.00
Motorcycle per Tow	\$ 75.00	\$ 50.00
Semi-Wrecker Towing per Tow	\$ 125.00	\$ 125.00
Semi-Wrecker Winching per Hour	\$ 125.00	\$ 125.00
Regular Wrecker Winching per 1/2 Hour	\$ 50.00	\$ 37.50
Impound Storage - 24 Hours	\$ 25.00	\$ 25.00
After Hours Release	\$ 25.00	\$ 20.00
Dollies per Tow	\$ 25.00	\$ 25.00
Clean-Up (Crash Related) (West Brainerd per 1/2 Hour, Collins Brothers per Hour)	\$ 40.00	\$ 25.00
Stand By and Misc. Time per 1/2 Hour	\$ 40.00	\$ 37.50

**NOTICE OF PROPOSALS
PROPOSALS DUE APRIL 24, 2020 @ 10:00 A.M.
BRAINERD, MINNESOTA**

CONTRACT TOWING SERVICES

Notice is hereby given that bids will be received, opened, and read aloud in the presence of the City Administrator and the City Engineer in the Council Chambers, City Hall, in the City of Brainerd, Minnesota, on Friday, April 24, 2020, at 10:00 a.m. for the contracting of City-ordered towing in accordance with the specifications for the same on file in the office of the City Engineer of said City.

All bids shall be sealed and clearly marked "Bid for Contract Towing, Friday, April 24, 2020, 10:00 a.m.".

The City of Brainerd reserves the right to reject any and all bids and to waive minor irregularities and informalities therein and further reserves the right to award the contract in the best interest of the City.



Jennifer Bergman
City Administrator

Publish March 27, 2020 (1 time)

**CITY OF BRAINERD
TOWING SERVICES
SPECIFICATIONS**

SECTION 1. GENERAL DESCRIPTION OF SERVICE

This work shall consist of providing all towing services for the City of Brainerd for the period beginning May 15, 2020 and ending on May 14, 2022. The vendor shall tow vehicles parked illegally during snow removal, street sweeping, street maintenance, special activities, when “no preference” of vendors is given for a disabled vehicle, and when directed by the Chief of Police, the City Engineer, or their designees, for public safety. The term for the towing services shall be for 2 years, subject to the termination clause in Section 14.

SECTION 2. EQUIPMENT REQUIREMENTS

The vendor shall operate tow vehicles that are in good mechanical condition, can operate in a safe and satisfactory manner, and are fully compliant with State law. The vendor shall operate a sufficient number of vehicles to tow illegally parked vehicles from the Central Business District to the vendors impound lot at a rate of 6 vehicles per hour during snow removal and street sweeping operations. In addition, the Vendor shall operate a truck with a tilting flat bed capable of loading and transporting severely damaged vehicles and a means to transport motorcycles.

All towing equipment shall be clearly identifiable as belonging to the towing vendor and shall have adequate lights, flashers, towing equipment, vehicle securements, and other necessary supplies as required.

SECTION 3. IMPOUND LOT

The Vendor shall operate a secured impound lot for the storage of vehicles towed under the terms of this agreement. The impound lot must meet the requirements of the City Zoning Ordinance and any conditions placed on said lot as a result of a conditional use permit. The impound lot shall either be within the City limits of the City or within a 2 mile radius beyond the City limits. The Vendor shall provide for the release of impounded vehicles 24 hours per day, 7 days per week. After Hours Release consists of 5 PM to 7 AM weekdays (excluding holidays) and weekends 5 PM Friday to 7 AM Monday.

SECTION 4. HOLD HARMLESS/INSURANCE REQUIREMENTS

The Vendor shall assume all liability and shall defend and indemnify the City from any claims of loss or damage caused to any person or property or demands of same, whether put in suit or not, arising out of the Vendor’s negligence or misconduct or the Vendor’s failure to perform its obligations under this Agreement. The Vendor shall take out and maintain throughout the term of this service insurance with the following minimums:

- a. Worker's Compensation insurance at statutory limits covering all employees who perform any of the obligations assumed by the Vendor under this agreement. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident
- b. Commercial General Liability insurance covering all operations under the agreement in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Automobile liability insurance on all self-propelled vehicles used in connection with the agreement, whether owner, non-owned or hired; public liability limits of not less than \$1,000,000 combined single limit.
- c. Garagekeeper's liability insurance in the minimum amount of \$500,000 per occurrence.

The Vendor shall provide the City with a certificate of said insurance, which shall list the City as additional insured on the Vendor's general liability, auto liability and garagekeeper's liability policies. The Vendor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium. The Vendor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Vendor's performance under this Agreement.

SECTION 5. BASIS OF PAYMENT

- a. Payment for towing shall be by the vehicle owner for impounded vehicles and by the City for vehicles not impounded, at the unit prices bid on the Form of Proposal. The unit prices shall govern for all towing in each category. No separate compensation will be paid for towing that may occur outside of normal business hours, on weekends, and on holidays. Payment shall be compensation in full for all labor, equipment, materials, and accessories required to perform the towing as specified.
- b. Impound storage fees shall be paid by the vehicle owner at the unit price bid on the Form of Proposal. Bidders shall state their storage fees per day, per fractional day, and any other term that applies.

SECTION 6. TOWING WITHOUT IMPOUNDING

- a. On occasion, the City will request that vehicles be towed without impounding. This typically occurs during street maintenance projects,

which require the relocation of vehicles. Vehicles towed are to be relocated to a nearby city parking lot or an adjacent street. These requests will typically be during normal business hours and early evening hours.

- b. Payment for an individual vehicle being towed under this provision will be by the City at the unit price bid for “TOWING WITHOUT IMPOUNDING” on the form of proposal. If asked to stand by and relocate numerous vehicles to accommodate a maintenance project such as seal coating or crack sealing, payment will be made for standby/miscellaneous by the hour.

SECTION 7. TOWING OF CITY OWNED VEHICLES

- a. On occasion, the City may be in need of having a City-owned vehicle towed to either a City garage, automobile dealers garage, or a body shop within the Brainerd/Baxter area. Requests to tow City-owned vehicles can occur at any time of day.
- b. Included within this bid item are vehicles that are seized, forfeited or held as evidence. These vehicles will be towed to the Brainerd Police Department or other City-owned facility. Request for this service can occur at any time of day.
- c. Payment for towing City-owned vehicles shall be paid by the City department requesting the towing at the unit price bid for “TOWING CITY VEHICLES” on the form of proposal.

SECTION 8. TOWING OF VEHICLES FOR STREET SWEEPING

- a. Between early March and the beginning of the snow season, the City sweeps streets in the downtown area every Wednesday morning beginning at 5:00 a.m. The streets affected are posted for NO PARKING between 4:00 a.m. and 6:00 a.m. Vehicles parked on these streets are ticketed and towed. The Vendor shall only tow those vehicles that have been issued a ticket.
- b. Payment and collection of the towing and impound fees are the responsibility of the vehicle owner and the Vendor respectively.
- c. Payment shall be at the unit price bid for “STREET SWEEPING TOWING” on the form of proposal.

SECTION 9. TOWING OF VEHICLES FOR SNOW REMOVAL

- a. Following the declaration of a Snow Emergency, parking is prohibited in the downtown area, commencing at 3:00 a.m., on the night snow removal operations are scheduled. Vehicles parked on these streets are ticketed and towed. The Vendor shall only tow those vehicles that have been issued a ticket.

- b. Payment and collection of the towing and impound fees are the responsibility of the vehicle owner and the Vendor respectively.
- c. Payment shall be at the unit price bid for “SNOW REMOVAL TOWING” on the form of proposal.

SECTION 10. NO PREFERENCE DISABLED VEHICLE TOWING

- a. When a vehicle is disabled due to a crash or mechanical failure and must be towed, the Brainerd Police Department will give the vehicle owner the option of which towing service they want to hire. If there is no preference given, the vehicle will be towed under the provisions of this agreement. If other law enforcement agencies have responded to the scene, those agencies may call other towing services.
- b. Disabled vehicles shall be removed in their entirety, including all body parts. All broken glass shall be swept up and removed and all vehicle fluids shall be absorbed and disposed of in accordance with Minnesota Pollution Control Agency requirements.
- c. Payment and collection of the towing and impound fees are the responsibility of the vehicle owner and the Vendor respectively.
- d. Payment shall be at the unit price bid for “DISABLED VEHICLE TOWING” on the form of proposal.

SECTION 11. MISCELLANEOUS TOWING

- a. Miscellaneous towing is all other towing not specifically identified above which results in the impounding of the vehicle. Examples of miscellaneous towing include the removal of “snowbirds”, abandoned vehicles, vehicles parked in no parking zones, and vehicles that constitute a threat to public safety.
- b. Payment and collection of the towing and impound fees are the responsibility of the vehicle owner and the Vendor respectively.
- c. Payment shall be at the unit price bid for “MISCELLANEOUS TOWING” on the form of proposal.

SECTION 12. MISCELLANEOUS CHARGES

- a. The City recognizes there may be additional charges that occur in special circumstances. When these circumstances arise, consultation with the towing provider will be made regarding the performance or payment for the special service.

SECTION 13. AWARD OF CONTRACT

- a. The proposals submitted shall be reviewed by the Brainerd City Council, who will determine the low proposal and/or the proposal which serves the best interest of the City and its residents.

- b. Towing items listed in the Schedule of Towing Costs for which a unit price is not submitted will be excluded from the towing agreement. Bidders may also exclude a towing item by placing N/A in the unit price column.**

SECTION 14. TERMINATION OF CONTRACT

- a. Either party may terminate this service with 90 days written notice to the other party.
- b. The City Council reserves the right to immediately terminate the service if the Vendor fails to comply with the specifications.

CITY OF BRAINERD
CONTRACT TOWING AGREEMENT

This Agreement made this _____ day of _____, 2020, by and between the City of Brainerd, hereinafter called the “City”, and _____ of Brainerd, Minnesota, hereinafter called the “Vendor”

THIS AGREEMENT WITNESSETH, that the City and the Vendor, for the consideration hereinafter stated, agree as follows:

ARTICLE I. The Vendor hereby covenants and agrees to perform and execute all the provisions of the Specifications as prepared by the City, and indicated below under Article IV as approved by the City for **Contract Towing Services** and to do everything required by this agreement and the contract documents in a timely and responsive manner.

ARTICLE II. The Vendor agrees to perform the work contemplated by this agreement between the date of this agreement and May 14, 2022, subject to Section 14 of the Specifications.

ARTICLE III. The Vendor agrees to receive and accept payment in accordance with the Specifications for the units of towing as set forth in the conformed copy of the Proposal Form hereto attached, which prices shall conform to those in the accepted Vendor’s proposal on file in the office of the City Administrator/Clerk-Treasurer of the City of Brainerd.

ARTICLE IV. The contract documents shall consist of the following component parts:

1. The Proposal Form;
2. Towing Service Specifications;
3. Addenda, if any; and
4. This Agreement.

IN WITNESS THEREOF, the parties to this agreement have hereunto set their hands and seals as of the day and year first above written.

CITY OF BRAINERD

BY _____
Mayor

ATTEST

Jennifer Bergman
City Administrator

VENDOR

BY _____

TITLE _____

BY _____

TITLE _____

CITY OF BRAINERD
CONTRACT TOWING AGREEMENT

This Agreement made this 24th day of APRIL, 2020, by and between the City of Brainerd, hereinafter called the "City", and WEST BRAINERD AUTO of Brainerd, Minnesota, hereinafter called the "Vendor"

THIS AGREEMENT WITNESSETH, that the City and the Vendor, for the consideration hereinafter stated, agree as follows:

ARTICLE I. The Vendor hereby covenants and agrees to perform and execute all the provisions of the Specifications as prepared by the City, and indicated below under Article IV as approved by the City for **Contract Towing Services** and to do everything required by this agreement and the contract documents in a timely and responsive manner.

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1. The Proposal Form;
2. Towing Service Specifications;
3. Addenda, if any; and
4. This Agreement.

**CITY OF BRAINERD
TOWING SERVICES
April 2020**

FORM OF PROPOSAL

SCHEDULE OF TOWING COSTS

ITEM NO.	ITEM	UNIT PRICE
1.	TOWING WITHOUT IMPOUND	<u>50⁰⁰</u> PER TOW
2.	TOWING CITY VEHICLES	<u>50⁰⁰</u> PER TOW
3.	STREET SWEEPING TOWING	<u>25.00</u> PER TOW
4.	SNOW REMOVAL TOWING	<u>25.00</u> PER TOW
5.	DISABLED VEHICLE TOWING	<u>50.00</u> PER TOW
6.	MISCELLANEOUS TOWING	<u>50.00</u> PER TOW
7.	MOTORCYCLE	<u>75.00</u> PER TOW
8.	SEMI-WRECKER TOWING	<u>125.00</u> PER TOW
9.	SEMI-WRECKER WINCHING	<u>125.00</u> PER <u>HR</u>
10.	REGULAR WRECKER WINCHING	<u>50⁰⁰</u> PER <u>1/2 HR</u>

SCHEDULE OF STORAGE COSTS

ITEM NO.	ITEM	UNIT PRICE
11.	IMPOUND STORAGE PER 24 HOURS	<u>25⁰⁰</u>

MISCELLANEOUS COSTS

12.	AFTER HOURS RELEASE (see Section 3)	<u>25⁰⁰</u>	
13.	DOLLIES	<u>25⁰⁰</u>	PER TOW
14.	CLEAN UP (CRASH RELATED)	<u>40⁰⁰</u>	PER <u>1/2 HR</u>
15.	STAND BY AND MISC. TIME	<u>40⁰⁰</u>	PER <u>1/2 HR</u>

4-13-2020
DATE

West BRAINERD AUTO
BUSINESS NAME

721 W Washington St
ADDRESS

218 829 4181
PHONE NO.

[Signature] Owner
SIGNATURE AND TITLE

IN WITNESS THEREOF, the parties to this agreement have hereunto set their hands and seals as of the day and year first above written.

CITY OF BRAINERD

BY _____
Mayor

ATTEST

Jennifer Bergman
City Administrator

West BRAINERD Auto
VENDOR

BY SHH

TITLE pres

BY _____

TITLE _____

APRIL 21, 2020

City of Brainerd
City Administrator/City Engineer

It is the policy of West Brainerd Auto to release personal property to the registered owner of an impounded vehicle without encumbrance.

I think it is important to note that West Brainerd Auto is walking distance from the County Jail or the downtown area where street sweeping impounds originate, lessening the burden for those who find themselves trying to retrieve their vehicles.

**CITY OF BRAINERD
TOWING SERVICES
April 2020**

FORM OF PROPOSAL

SCHEDULE OF TOWING COSTS

ITEM NO.	ITEM	UNIT PRICE
1	TOWING WITHOUT IMPOUND	<u>40⁰⁰</u> PER TOW
2.	TOWING CITY VEHICLES	<u>\$20⁰⁰</u> PER TOW
3.	STREET SWEEPING TOWING	<u>5⁰⁰</u> PER TOW
4.	SNOW REMOVAL TOWING	<u>5⁰⁰</u> PER TOW
5.	DISABLED VEHICLE TOWING	<u>40⁰⁰</u> PER TOW
6.	MISCELLANEOUS TOWING	<u>40⁰⁰</u> PER TOW
7.	MOTORCYCLE	<u>50⁰⁰</u> PER TOW
8.	SEMI-WRECKER TOWING	<u>125⁰⁰</u> PER TOW
9.	SEMI-WRECKER WINCHING	<u>125</u> PER <u>HR</u>
10.	REGULAR WRECKER WINCHING	<u>37⁵⁰</u> PER <u>1/2 HR</u>

SCHEDULE OF STORAGE COSTS

ITEM NO.	ITEM	UNIT PRICE
11.	IMPOUND STORAGE PER 24 HOURS	<u>\$25⁰⁰</u>

MISCELLANEOUS COSTS

12.	AFTER HOURS RELEASE (see Section 3)	<u>20⁰⁰</u>
13.	DOLLIES	<u>25⁰⁰</u> PER TOW
14.	CLEAN UP (CRASH RELATED)	<u>25</u> PER <u>HR</u>
15.	STAND BY AND MISC. TIME	<u>37⁵⁰</u> PER <u>1/2 HR</u>

3/15/2020
DATE

Collins Brothers Towing of Brainerd
BUSINESS NAME

16609 Hwy 371 Brainerd, MN
ADDRESS

218-822-5525
PHONE NO.

[Signature] CEO/President
SIGNATURE AND TITLE

NOTE: * Our Staff is nationally certified
 * We Release all Personal belongings to RO Free of charge
 * We Accept Credit Cards on all Tows AND Impounds
 * Our Staff all live in Brainerd & born & raised
 * Our grow up in Brainerd
 * Our Trucks Run, Have 4x4, Our Heavy Wreckers Run Daily & Can go at any moment

CITY OF BRAINERD
CONTRACT TOWING AGREEMENT

This Agreement made this _____ day of _____, 2020, by and between the City of Brainerd, hereinafter called the "City", and _____ of Brainerd, Minnesota, hereinafter called the "Vendor"

THIS AGREEMENT WITNESSETH, that the City and the Vendor, for the consideration hereinafter stated, agree as follows:

ARTICLE I. The Vendor hereby covenants and agrees to perform and execute all the provisions of the Specifications as prepared by the City, and indicated below under Article IV as approved by the City for **Contract Towing Services** and to do everything required by this agreement and the contract documents in a timely and responsive manner.

ARTICLE II. The Vendor agrees to perform the work contemplated by this agreement between the date of this agreement and May 14, 2022, subject to Section 14 of the Specifications.

ARTICLE III. The Vendor agrees to receive and accept payment in accordance with the Specifications for the units of towing as set forth in the conformed copy of the Proposal Form hereto attached, which prices shall conform to those in the accepted Vendor's proposal on file in the office of the City Administrator/Clerk-Treasurer of the City of Brainerd.

ARTICLE IV. The contract documents shall consist of the following component parts:

1. The Proposal Form;
2. Towing Service Specifications;
3. Addenda, if any; and
4. This Agreement.

IN WITNESS THEREOF, the parties to this agreement have hereunto set their hands and seals as of the day and year first above written.

CITY OF BRAINERD

BY _____
Mayor

ATTEST

Jennifer Bergman
City Administrator

VENDOR

BY _____

TITLE _____

BY _____

TITLE _____



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Cross Jurisdictional Maintenance Agreement with Crow Wing County

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: The cross-jurisdictional maintenance agreement with Crow Wing County is expired as of May 1, 2020. I have attached the existing agreement for reference.	
Alternatives, Options, Effects on Others/Comments: The maintenance agreement is basically a road swap where Crow Wing County maintains a few City streets and the City maintains a few County jurisdictional roads because they make more sense due to proximity of other maintenance operations that each jurisdiction would do. Crow Wing County takes Sugarberry Creek Road, Serene Pines Court, and McKay Road while the City maintains all of Ashmun Road. Maintenance within the agreement includes snow plowing with sanding/salting; crack sealing; asphalt patching; shouldering; tree and brush cleanup, control and removal; beaver control; roadside mowing and weed control including spraying of noxious weeds within the road right-of-way; upon customer request, right-of-way enforcement pertaining to objects placed within the clear zone or road right-of-way not including any legal action taken against or proposed on behalf of the road authority; replacement of existing signage; road sweeping; pavement markings; existing culvert repairs, replacement and cleaning; emergency situations that pose a danger to public safety; minor washouts requiring less than 20 cubic yards of material to repair; and any other type of normal road maintenance. This extension would go until May 1, 2024.	
Recommended Action/Motion: Staff recommends approval of the attached maintenance agreement with Crow Wing County and authorization of proper signatures on the agreement document.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

Scan into
AGREEMENTS

CROSS-JURISTICTIONAL MAINTENANCE AGI

BETWEEN CROW WING COUNTY AND CITY OF BRAINERD

This Agreement is made and entered into this day of February 1, 2016, by and between the County of Crow Wing, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "Crow Wing", and the City of Brainerd, a political subdivision of the State of Minnesota, 501 Laurel Street, Brainerd, Minnesota 56401, hereinafter referred to as "Brainerd"

WHEREAS, The Crow Wing County Board of Commissioners acts as the Township Board in the Unorganized, 1st Assessment District in Crow Wing County; and,

WHEREAS, Crow Wing is responsible for road maintenance operations in the Unorganized, 1st Assessment District; and,

WHEREAS, Crow Wing and Brainerd have exchanged road maintenance operations for a long period of time with no formal agreement in place; and,

WHEREAS, Crow Wing performs exclusive roadway maintenance operations to Sugarberry Creek Road, Serene Pine Court, and McKay Road in the City of Brainerd limits and in Unorganized 1st Assessment District in Crow Wing County; and,

WHEREAS, Brainerd performs exclusive roadway maintenance operations to Ashmun Road in the shared City of Brainerd limits and Unorganized 1st Assessment District in Crow Wing County; and,

WHEREAS, Crow Wing and Brainerd wish to mutually agree on the maintenance of Sugarberry Creek Road, Serene Pine Court, McKay Road, and Ashmun Road,

NOW THEREFORE Crow Wing and Brainerd agree to the following:

1. MAINTENANCE

Crow Wing will be responsible for the maintenance of Sugarberry Creek Road, Serene Pine Court, and McKay Road located in Brainerd and Unorganized Territory. Brainerd will be responsible for maintenance of Ashmun Road. Road Maintenance shall include: snow plowing with sanding/salting, crack sealing, asphalt patching, shouldering, brushing, tree & brush cleanup, control & removal, beaver control, roadside mowing & weed control, right of way enforcement, signage, road sweeping, pavement markings, culvert repairs, replacement & cleaning, emergency situations that pose a danger to public safety, storm sewer/drainage structures or devices, minor washouts requiring < 20 cubic yards of material to repair, and any other type of normal road maintenance.

2. COSTS

Materials and services shall be considered equal trade between Crow Wing and Brainerd and neither entity shall invoice the other for materials or services in accordance with this agreement.

3. **EXCLUSIONS**

Maintenance does not include engineered construction or road reconstruction. Brainerd will not be responsible for repair of damage caused by Crow Wing. Crow Wing will not be responsible for repair of damage caused by Brainerd.

4. **TERM**

This Agreement shall remain in effect until May 1, 2020. At that time the terms of this agreement will be reviewed and, if necessary, modified to suit the current conditions.

5. **TERMINATION**

Either entity may terminate this agreement by providing a 30 day written notice to the other party.

6. **NOTICE**

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Crow Wing County Engineer, 16589 County Road 142, Brainerd, Minnesota, 56401, on behalf of the Unorganized 1st Assessment District, Crow Wing County, and the City of Brainerd City Engineer, 501 Laurel Street, Brainerd, Minnesota 56401.

7. **INDEMNIFICATION**

Crow Wing and Brainerd 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.

8. **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.

9. **PURPOSE**

The purpose of this Agreement is to establish a clear set of responsibilities and expectations with respect to the future road maintenance operations of Sugarberry Creek Road, Serene Pine Court, McKay Road and Ashmun Road in the Brainerd City limits and Unorganized, 1st Assessment District in Crow Wing County. This agreement formalizes the long standing unwritten agreement between Crow Wing and Brainerd.

10. **BACKGROUND**

Prior to this agreement there was not a written agreement. Both parties have proceeded with the understanding that Crow Wing performs road maintenance operations on Sugarberry Creek Road, Serene Pine Court, McKay Road and Ashmun Road in the city limits and Unorganized 1st Assessment District in Crow Wing County. See map Exhibit B.

Cross-Jurisdictional Maintenance Agreement
Crow Wing County and City of Brainerd

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

COUNTY OF CROW WING

By: 

Timothy Bray, P.E.
Crow Wing County Engineer

Date: 2/4/14

CITY OF BRAINERD

By: 

Jeff Hulseher
City of Brainerd Engineer

Date: 6-17-16

ATTEST:

APPROVED:

By: 
John Sausen
Asst. Crow Wing County Attorney

Date: 2/4/14

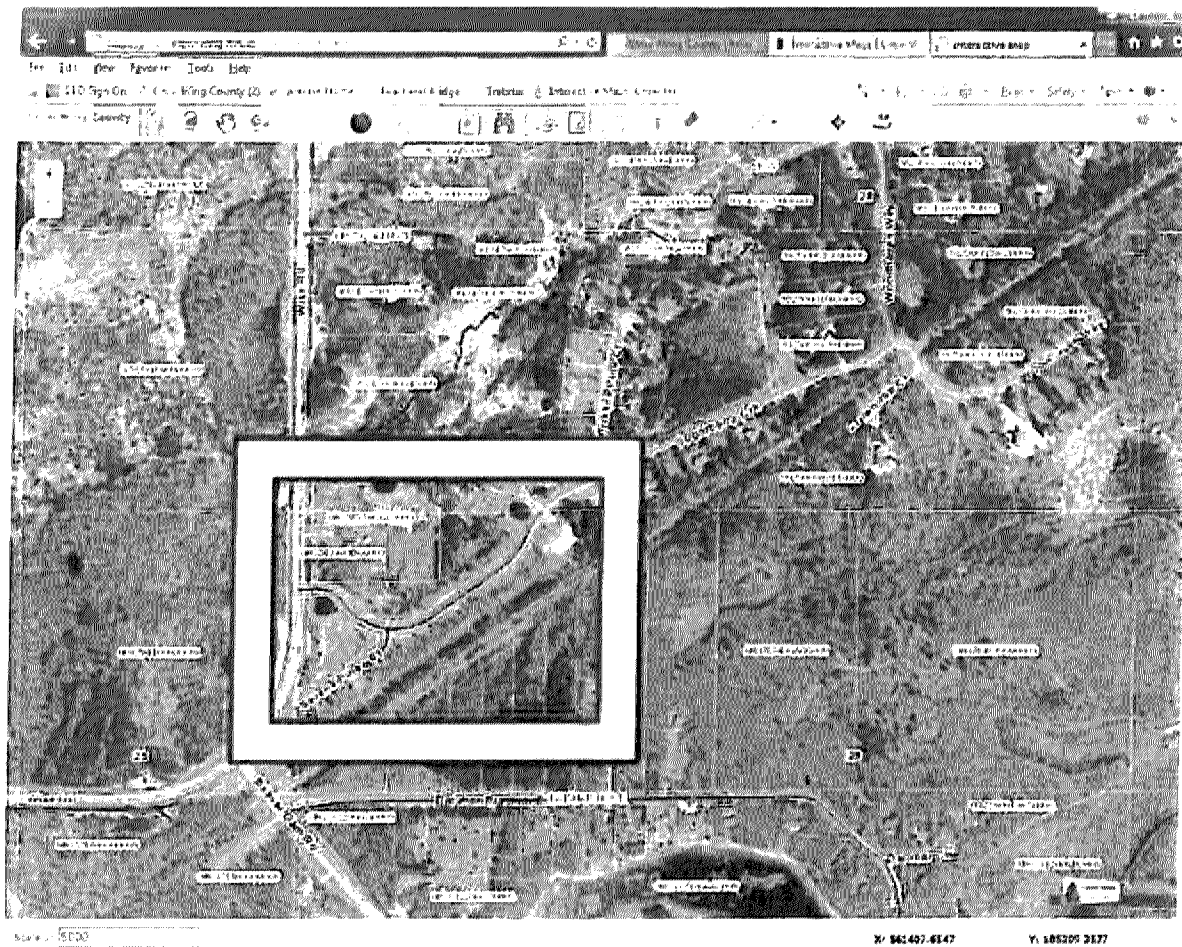
Attachment A
Jurisdictional Mileage

Jurisdictional Mileage			
Road	Total Road Mileage	City of Brainerd	Crow Wing County (FAD)
Ashmun Road	.59 miles	.11 miles	.48 miles
Sugarberry Creek	.62 miles	.256 miles	.355 miles
Serene Pine Court	.09 miles	.09 miles	0 miles
McKay Road	1.32 miles	.19 miles	1.13 miles

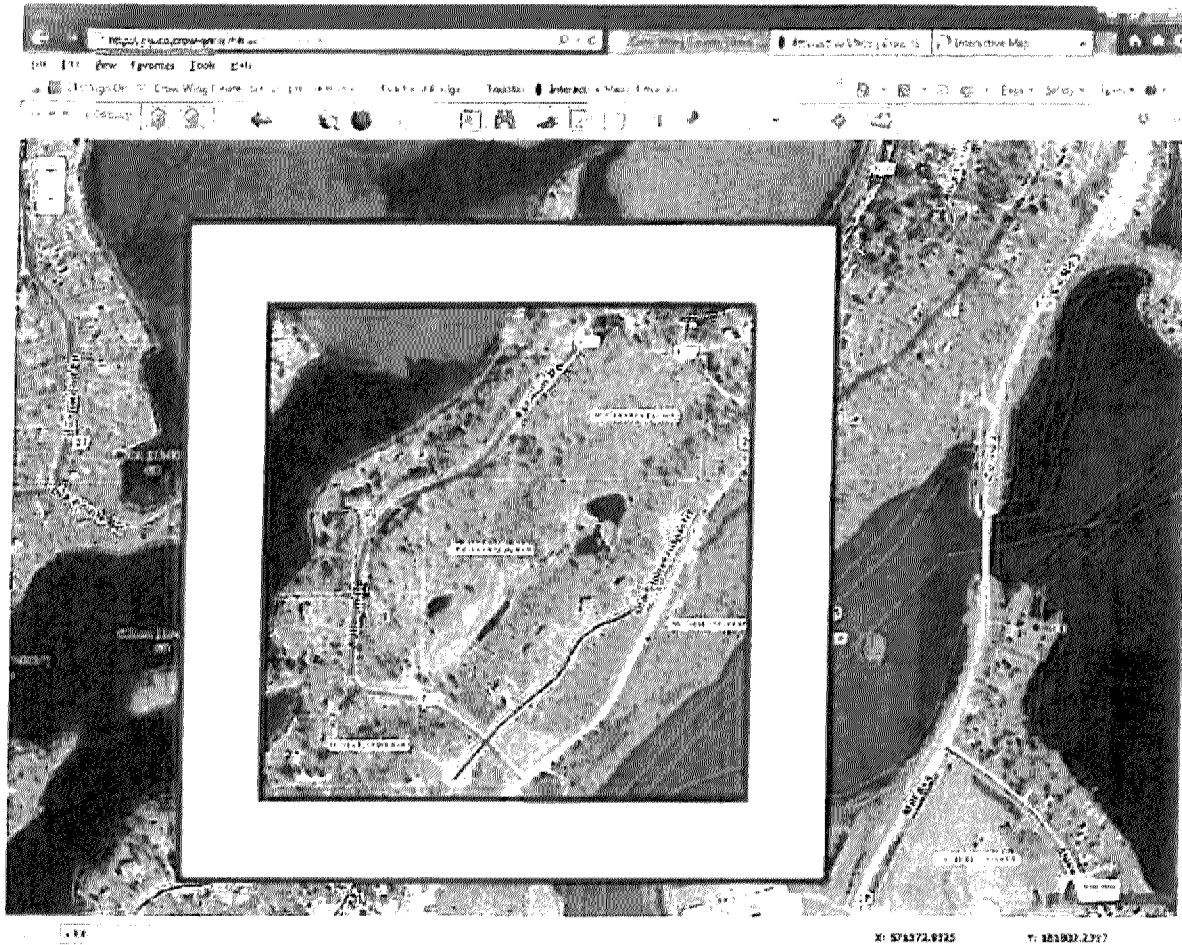
Mileage swap

City of Brainerd - .48 miles for County
Crow Wing County - .54 miles for City of Brainerd

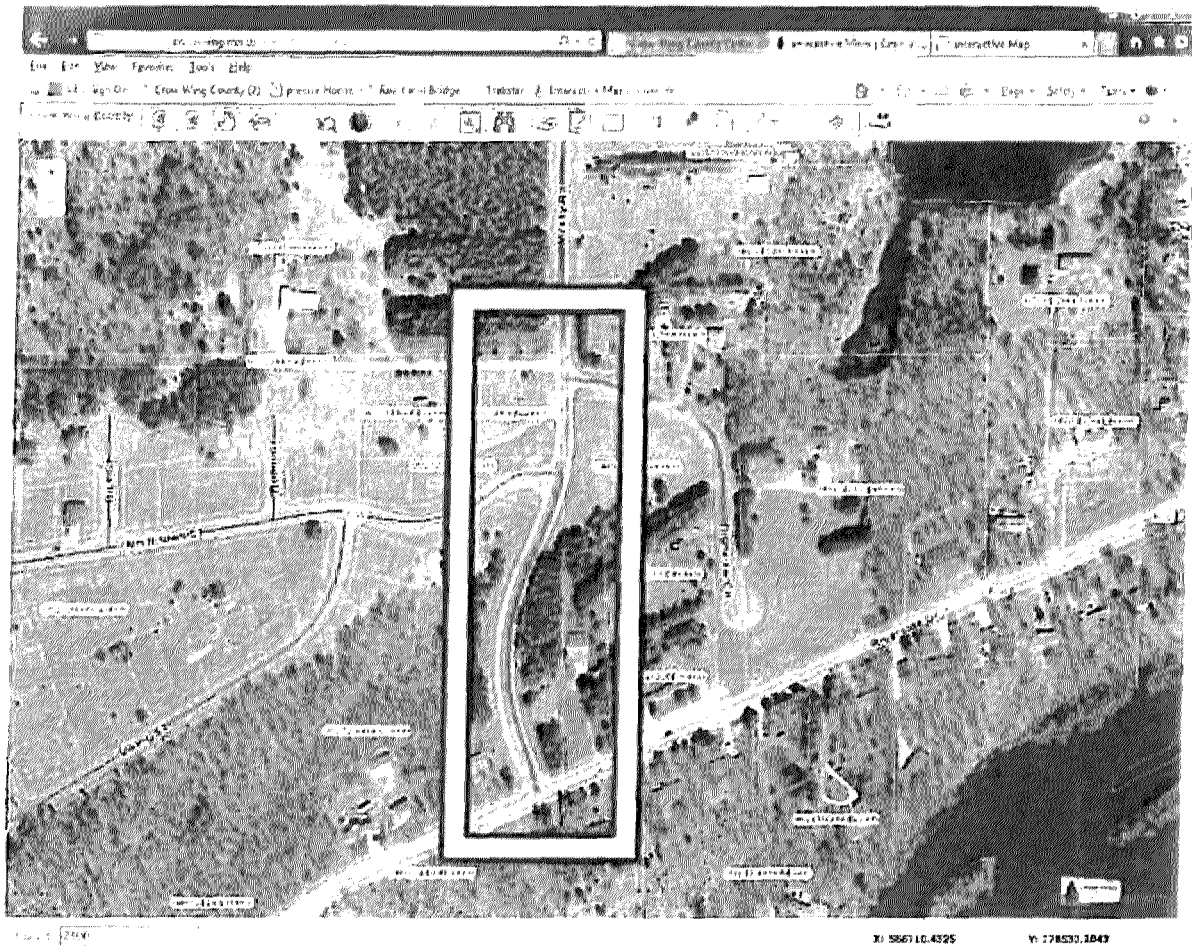
Attachment B
Road Map Serene Pines Ct. & Sugarberry Creek



Attachment B
Road Map Ashmun Road



Attachment B
Road Map McKay Road



**CROSS-JURISDICTIONAL ROAD MAINTENANCE AGREEMENT
BETWEEN CROW WING COUNTY AND CITY OF BRAINERD**

This Agreement is made and entered into this first day of May 2020 by and between the County of Crow Wing, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota 56401, hereinafter referred to as "Crow Wing," and the City of Brainerd, a municipal corporation of the State of Minnesota, 501 Laurel Street, Brainerd, Minnesota 56401, hereinafter referred to as "Brainerd."

WHEREAS, the Crow Wing County Board of Commissioners acts as the Township Board for the Unorganized First Assessment District in Crow Wing County; and

WHEREAS, Crow Wing is responsible for performing road maintenance operations in the Unorganized First Assessment District in Crow Wing County; and

WHEREAS, Crow Wing and Brainerd have exchanged road maintenance operations for a long period of time with no formal agreement in place; and

WHEREAS, Crow Wing performs exclusive roadway maintenance operations on Sugarberry Creek Road, Serene Pine Court, and McKay Road in the City of Brainerd and in the Unorganized First Assessment District in Crow Wing County; and

WHEREAS, Brainerd performs exclusive roadway maintenance operations on Ashmun Road within the shared boundaries of the City of Brainerd and of the Unorganized First Assessment District in Crow Wing County; and

WHEREAS, Crow Wing and Brainerd wish to mutually agree on the cross-jurisdictional maintenance of Sugarberry Creek Road, Serene Pine Court, McKay Road, and Ashmun Road.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, Crow Wing and Brainerd agree to the following:

1. MAINTENANCE

Crow Wing will be responsible for performing road maintenance operations on Sugarberry Creek Road, Serene Pine Court, and McKay Road located in the City of Brainerd and in the Unorganized First Assessment District in Crow Wing County. Brainerd will be responsible for the road maintenance operations on Ashmun Road in the shared boundaries of the City of Brainerd and of the Unorganized First Assessment District in Crow Wing County. Road maintenance shall include but not be limited to: snow plowing with sanding/salting; crack sealing; asphalt patching; shouldering; tree and brush cleanup, control and removal; beaver control; roadside mowing and weed control including spraying of noxious weeds within the road right-of-way; upon customer request, right-of-way enforcement pertaining to objects placed within the clear zone or road right-of-way not including any legal action taken against or proposed on behalf of the road authority; replacement of existing signage; road sweeping; pavement markings; existing culvert repairs, replacement and cleaning; emergency situations that pose a danger to public safety; minor washouts requiring less than 20 cubic yards of material to repair; and any other type of normal road maintenance.

2. COSTS

Neither party shall invoice the other for operations performed under this Agreement. It is agreed that the duties listed above are an even exchange of road maintenance operations by both entities.

If damages occur to Sugarberry Creek Road, Serene Pine Court, and/or McKay Road as a result of Crow Wing's road maintenance operations, then Crow Wing shall be responsible for repairing those damages at no cost to Brainerd.

If damages occur to Ashmun Road as a result of Brainerd's road maintenance operations, then Brainerd shall be responsible for repairing those damages at no cost to Crow Wing.

3. EXCLUSIONS

Maintenance does not include engineered construction or road reconstruction/resurfacing that would be performed as part of an approved 5-year capital improvement plan by the road authority^{[JUL1][JD2]}. Maintenance does not include storm/sanitary sewer/drainage structures or devices^[JD3].

4. TERM

This Agreement shall remain in effect until May 1, 2024. At that time the terms of this Agreement will be reviewed and, if necessary, modified to suit the current conditions.

5. TERMINATION

Either party may terminate this Agreement by providing a 30-day written notice to the other party.

6. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Crow Wing County Engineer, 16589 County Road 142, Brainerd, Minnesota 56401, on behalf of the Unorganized First Assessment District, Crow Wing County, and to the City of Brainerd City Engineer, 501 Laurel Street, Brainerd, Minnesota 56401.

7. INDEMNIFICATION

To the extent allowed by law, Crow Wing and Brainerd mutually agree to indemnify and hold each other harmless 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.

8. 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.

9. PURPOSE

The purpose of this Agreement is to establish a clear set of responsibilities and expectations with respect to the future road maintenance operations performed by the parties on Sugarberry Creek Road, Serene Pine Court, McKay Road and Ashmun Road in the City of Brainerd and in the Unorganized First Assessment District in Crow Wing County.

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

COUNTY OF CROW WING

CITY OF BRAINERD

By: _____
Timothy Bray, P.E.
Crow Wing County Engineer

By: _____
Dave Badeaux
City of Brainerd Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Jennifer Bergman
City Administrator

By: _____
Rockwell J. Wells
Assistant Crow Wing County Attorney

Date: _____

Date: _____

Jurisdictional Mileage

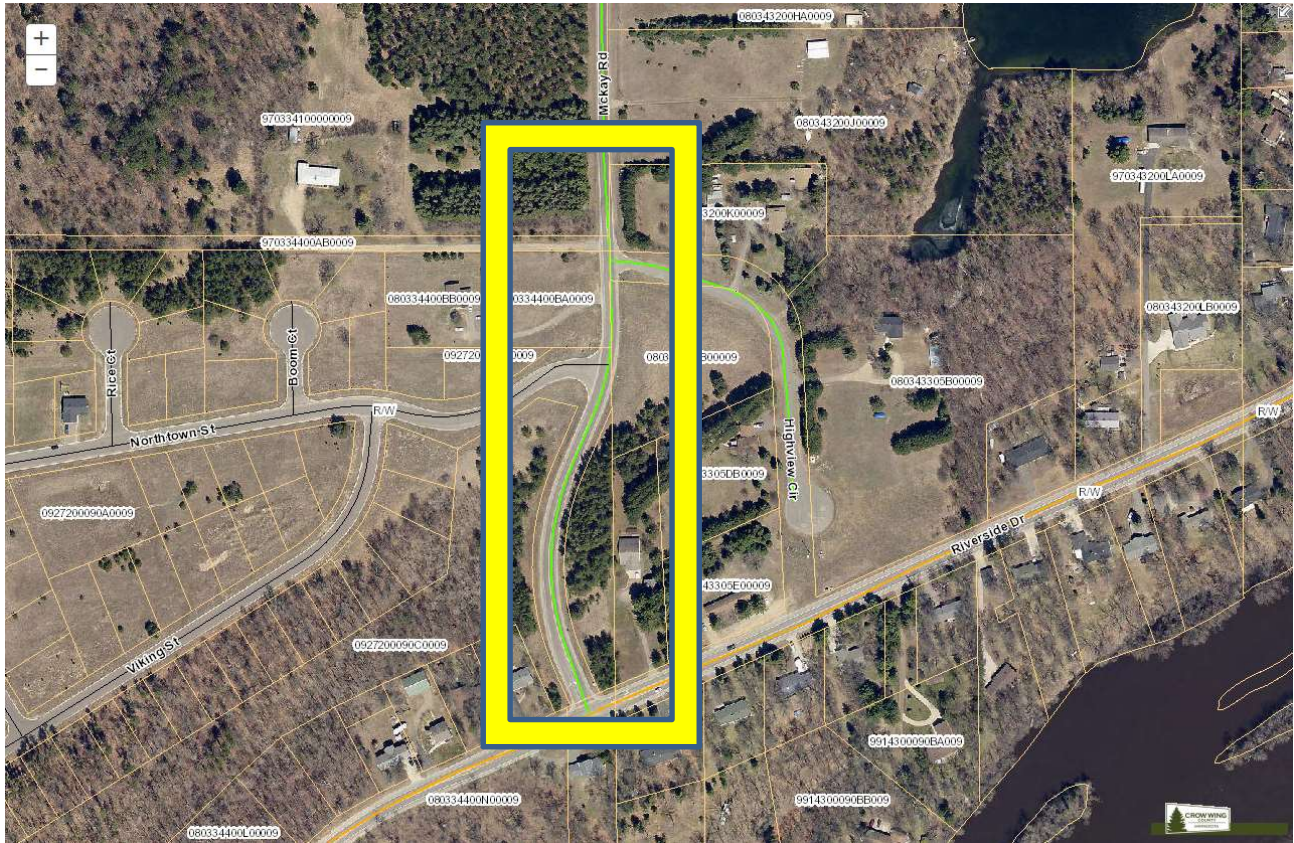
Road	Total Road Mileage	City of Brainerd	Crow Wing County (FAD)
Ashmun Road	.59 miles	.11 miles	.48 miles
Sugarberry Creek	.62 miles	.256 miles	.355 miles
Serene Pine Court	.09 miles	.09 miles	0 miles
McKay Road	1.32 miles	.19 miles	1.13 miles

Mileage swap

City of Brainerd - .48 miles for County
Crow Wing County - .54 miles for City of Brainerd









Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Improvement 20-01 - 2020 Seal Coat Project - Authorization to Bid

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Staff have completed the plans and specifications for the 2020 seal coat project and are ready to authorize bidding of such.	
Alternatives, Options, Effects on Others/Comments: Plans for seal coating include pavements in the 00' and 10' vintage (less than 20 years old) and include O Street, Sunset Way, Thiesse Drive, James Street, 5th Avenue NE, Alexander Street, Ashmun Road, B Street, Highview Court, McKay Road, Pine Street, Wonderland Park Road, Wonderland Park Circle, Walnut Street, Liberty Lane, S 11th Street, 14th Street SE, 2nd Avenue NE, 19th Street, SE, 6th Street NW, 15th Street SE, 4th Street S, 5th Street S, Front Street, Oak Street, and Colonywood Lane. Total eliminate project costs are \$170,000. Staff prefers bidding out the work and eliminating a few of the street segments if costs come in over the budgeted \$150,000.	
Recommended Action/Motion: Staff recommends authorizing advertisement for bids for the 2020 seal coat project with bids to be received and opened on Friday, June 5, 2020 at 10 AM in the City Council Chambers at City Hall.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>170,000</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> We budget for \$150,000 in seal coating every year. While there is a lot of striping involved on these streets that are eating into the project cost, staff would prefer bidding the package as is and removing a street or two if costs come in over budget with bids.	

ADVERTISEMENT FOR BIDS

CITY OF BRAINERD BRAINERD, MINNESOTA 2020 Chip Seal Project

General Notice

The City of Brainerd (Owner) is requesting Bids for the construction of the following Project:

Imp. 20-01 2020 Chip Seal Project

Bids for the construction of the Projects will be received at the **Office of the City Engineer** located at **City of Brainerd, 501 Laurel Street, Brainerd, MN 56401**, until **Friday, June 5** at 10:00 AM local time. At that time the Bids received will be **publicly** opened and read.

The Projects include the following Work:

Chip Sealing and Fog Sealing.

Bids are requested for the following Contract: **2020-03**

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://mn-ci-brainerd.app.rtvision.com/oneoffice>

Bidding Documents may be downloaded from the designated website at no charge. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

**Office of the City Engineer
City of Brainerd
501 Laurel Street
Brainerd, MN 56401**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **7:30 AM to 4:30 PM**, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **City of Brainerd**

By: **Jennifer Bergman**
Title: **City Administrator**
Date: **May 8, 2020**



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Downtown Landscaping Revised Quotes

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☒ SPW COMMITTEE ☐ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): David Chanski, CDD	Estimated Time Needed: 5 minutes
Summary of Issue: As directed by the City Council, staff reached out to the three companies who provided quotes for downtown landscaping, which were first considered during the April 20 council meeting. Staff requested that the companies provide revised quotes for hanging flower baskets and landscape urns only. Copper Creek Landscaping and Yard Creations returned revised quotes.	
Alternatives, Options, Effects on Others/Comments: Copper Creek Landscaping originally quoted \$16,285. Their revised quote is for \$6,177. Yard Creations originally quoted \$16,268. Their revised quote is for \$14,232.28. Staff believes the largest difference between these two quotes is that Copper Creek's quote is for a single-use flower basket while Yard Creation's quote is for high quality basket flower with a 10-year warranty.	
Recommended Action/Motion: Motion to direct staff to contract with Copper Creek Landscaping for downtown landscaping services.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ 6,177 Is this budgeted? ☐ Yes ☒ No This cost is fully assessed to the downtown property owners. <u>Please Explain:</u>	

Proposal

April 13, 2020

Downtown Brainerd Landscaping Streetscape Project

Copper Creek Landscaping hereby proposes to furnish all materials required and to perform all the labor necessary for the completion of the proposed work:

Landscape Urns	\$ 2952.00
-----------------------	-------------------

- | | |
|---|------------|
| 1. 16 Urns planted with variety of color, texture, height, for dry conditions | \$ 2692.00 |
|---|------------|

Hanging Baskets	\$ 3005.00
------------------------	-------------------

- | | |
|---|------------|
| 1. 20 Hanging Baskets planted with a variety of color, texture, height, heat tolerant. Includes 24" Pulp Fiber baskets with reinforced spinning hangers | \$ 3005.00 |
|---|------------|

Supplies	\$220 .00
-----------------	------------------

- | | |
|-----------------------|-----------|
| 1. Potting Soil | \$ 220.00 |
|-----------------------|-----------|

Total Project including Budget Items	\$6177.00
---	------------------

Qualifications and Project Notes:

*Copper Creek Landscaping has successfully been in business for 15+ years providing full landscaping services to the surrounding community. Entities such as Grand View Lodge, Gander Outdoors, and Lakes Area Eye Clinic are all local happy clients.

*The Project Manager for the Downtown Brainerd Streetscape Project has been employed by Copper

Creek for the specific purpose of plant design, planting, and plant maintenance. She will direct this project and see it through to completion.

***Other employees for this job have worked for Copper Creek for a combined 10 years, some with horticulture degrees.**

***Copper Creek Landscaping WILL PROVIDE care instructions for the urns and hanging baskets to promote healthy growing throughout the entire growing season for 2020.**

***Attached you will find a list of proposed flower materials for each area of work.**

- Bid Does Not Include – Any required fees for permits, special soil amendments or corrective soil work if the excavation of existing soils finds an unforeseen need for it. This bid does not include any removal or disposal of buried items, repair of unmarked utilities, or repair of any buried items.
- Bid Does Not Include – Any repairs to the existing irrigation system, yard, or underground utilities (unless specified in bid)
- This proposal may be withdrawn if it is not accepted within 60 days.



Proposal

CITY OF BRAINERD
501 LAUREL STREET
BRAINERD, MINNESOTA 56401

Sales: Adam Dewey
Downtown Brainerd
501 Laurel Street Brainerd, Minnesota 56401

Est ID: EST1780799

Date: Apr-14-2020

LANDSCAPE URNS (QTY. 18)	\$5,876.67
---------------------------------	-------------------

INCLUDES:

- Low maintenance flowering annuals
- Minimal deadheading type annuals
- New planting soil with Biofungicide and mycorrhizae fungi
- Osmocote all season 14-14-14 fertilizer (Still recommend a liquid fertilizer weekly for better blooming and plant vigor)

BASKETS (QTY. 20)	\$8,355.61
--------------------------	-------------------

INCLUDES:

- Low maintenance flowering annuals that can handle periods of drought as much as possible (Not a guarantee)
- Planting soil with Biofungicide and mycorrhizae fungi
- Osmocote all season 14-14-14 fertilizer (Still recommend a liquid fertilizer weekly for better blooming and plant vigor)
- 23" baskets(Please see attached pdf product sheet) (10 year manufacturer warranty)
- Hanging baskets on light posts

Subtotal	\$14,232.28
Taxes	\$0.00
Estimate Total	\$14,232.28

Payment Terms and Conditions

Yardcreations LLC.
18381 State Hwy. 371 N
Brainerd

P.2188284130

www.yardcreations.net
adam@yardcreations.net
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A 50% down payment is due at the time of the signing of the contract.

Upon the acceptance of the work, a final invoice will be submitted to the client for the remaining balance of the contract amount.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at sixteen percent (16%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of Yardcreations LLC. in any and all equipment and property of the Client in the possession of Yardcreations LLC. as well as in the work in progress at the date of termination. Yardcreations LLC. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to Yardcreations LLC.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, Yardcreations LLC. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining.
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges.

Procedure for Extra Work and Changes

If it shall become necessary for Yardcreations LLC. to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which we have no control, the Client will pay to Yardcreations LLC. a fee for such changed or extra work calculated on a time and materials basis. All changes to work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Client forthwith upon receipt of Yardcreations LLC's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice unless with written Client approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Client notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.

- Diligence: Yardcreations LLC. agrees to carry out its work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: Yardcreations LLC. warrants that it is competent to perform the work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform Yardcreations LLC. of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify Yardcreations LLC. may lead to additional costs to the Client (at Yardcreations LLC.'s discretion) and schedule time not included in the provided estimate, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting Yardcreations LLC. to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the provided estimate.
- Damaged Utilities: Should damage occur to utilities during construction, Yardcreations LLC. is only liable for the cost of the repair. Yardcreations LLC. is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or work performed by Yardcreations LLC.. Any necessary cleaning due to Construction or work by Yardcreations LLC. will be the responsibility of the Client.

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves Yardcreations LLC. of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: Yardcreations LLC. warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system. Paver installations are warranted for (5) years from major shifting and settling of more than one inch from date of installation.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of Yardcreations LLC.. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by Yardcreations LLC..
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. Yardcreations LLC. will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of Yardcreations LLC. – prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected

to accurately represent the total completed surface of a given construction or installation. Yardcreations LLC. shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and the related of all materials being seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Planting + Plant Warranty

- *Trees and Shrubs:* All trees and shrubs are warrantied from the date of installation, provided that Yardcreations LLC. is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants.
- *Perennials:* Perennials are guaranteed for the same-planted season only. "Delicate" Plants, such as rhododendrons and plants that are not typically suitable for the Client's plant zone, may come with no warranty, due to the risk involved. These plants will be listed in the Planting Estimate in bold.
- *Winter Protection:* All evergreens, broadleaf evergreens and delicate plants must be burlapped in their first season to validate warranty. Yardcreations LLC. provides this service at an additional cost.
- *Plant Seasonality:* Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the request of Clients will void any warranty for those plants. Yardcreations LLC. will point out in writing to the Client any requested planting that will void the warranty on those plants so affected by out of season planting. The Client reserves the right to request that plants that cannot be planted with out voiding the warranty be exchanged or planted in the next plantable season without any additional costs being borne by the Client.
- *Plant Availability:* In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the Contract. In that event, Yardcreations LLC. will work closely with the Client to provide an approved substitution(s) – subject to availability. The Client will always reserve the right to request plants and related materials that are not locally available.
- *Plant Diseases:* Should the Client recognize ill health in the plants, shrubs, bushes, or trees that have been supplied under the Contract, it is the Client's responsibility to immediately inform Yardcreations LLC. Yardcreations LLC. will determine the nature and source if the illness. If it is deemed that the plant was infected prior to installation, Yardcreations LLC. reserves the right to first using herbicides, fertilizers, and insecticides to return the plants to good health. Should efforts to restore the plant's health fail, the Client is entitled to a refund only. Due to plant availability, the Client assumes the risk and liability of rare specimens. However, Yardcreations LLC. reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of Yardcreations LLC.. In all cases, Yardcreations LLC. shall work with the Client to minimize damage to the existing Contract related plants.
- *Plant Replacement:* Yardcreations LLC. is entitled to up to one(1) year to source, match and replace dead or ill plants (due to scarcity). The Client reserves the right to either a full refund within one (1) year or wait for a suitable replacement. Should the plant be a matching pair or series, and it is not possible to replace, Yardcreations LLC. agrees to replace all plants in the series or pair at Yardcreations LLC.'s cost.
- *Lawns:* All new sod will be No.1 grade MN-grown Kentucky Bluegrass. New lawns that are under shade are not guaranteed. New lawns are guaranteed to be healthy at time of installation only. Client responsible for lawn care after installation. Should new sod be damaged due to animals (pets or wild animals, i.e. raccoons, skunks) the Client will incur all costs for replacement.
- *Water Plants:* Water plants are guaranteed for same-planted season only.
- *Weeds:* Yardcreations LLC. shall use its efforts to minimize any weeds, however, Yardcreations LLC. shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client's property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.
- *Replacement plant material:* Yardcreations LLC. does not guarantee plant material that has been transplanted on site.
- *Required Maintenance:* Yardcreations LLC. will provide technical specification sheets on all materials and horticulture constructed, erected, implemented or planted on the site as part of the Contract. Failure to follow the recommendations with equal, equivalent or superior maintenance efforts, tools and resources will void any Contractor warranty on items so affected. Where Yardcreations LLC. recognizes that the Client lacks sufficient resources (water pressure, power outlets, and related) to enable the full maintenance and enjoyment of the materials, construction(s) and/or horticultural elements associated with this Contract, Yardcreations LLC. will also

inform the Client and recommend possible solutions. However, Yardcreations LLC. is not obliged to be wary of such needs or to account for them in this Contract in terms of design, construction or costs, and the Client fully accepts responsibility for obtaining such knowledge and acting accordingly.

- *Water Supply:* Where water supply becomes an issue and negatively detracts from ponds, waterfalls, and other water features, the Client recognizes and agrees that such problems are the sole responsibility of the Client.

Permits

Client is responsible for any permits that are needed for the project. The Client can hire Yardcreations LLC. to assist in obtaining any permits needed with design or meetings with county, city, state and or associations. The Client is ultimately responsible for any permits needed.

Liens

Any person or company supplying labor or materials for the improvement to a property may file a lien against that property if the person or company is not paid for their contributions, even if such parties have no direct contractual relationship with the owner. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement, unless we give lien waiver signed by person who supplies any labor or materials for the improvement and who gave you timely notice.

Waiver and Release from Liability (Private Utility Lines and In-Ground Obstructions)

Landscaping installation requiring excavation presents unique challenges in that underground obstructions cannot be seen without commencing digging. In accordance with safe practices, Yardcreations LLC. will have public utilities marked by Gopher State One Call and will not begin digging until marking is complete and the written report is received. We will maintain appropriate clearance from Gopher State One Call markings and will follow all other rules pertaining to working near public utilities.

Private utilities lines, including, but not limited to underground wiring and irrigation systems can be marked or exposed by Owner. Alternately, we can arrange for private utilities to be marked at the Owner's expense. In either instance, we will maintain a safe work distance from those markings. Yardcreations LLC. cannot be responsible for any damage to unmarked private utilities. If private utilities are not marked at all or are inaccurately marked and damage does occur and that damage is recognized at the time work is underway, the damage will be flagged and left exposed if practical and safe to do so, so that repairs can be made in an efficient manner. Damage will be reported to the Owner and the Owner is responsible for making repairs and all costs associated with them.

Yardcreations LLC. is not responsible for additional costs associated with hidden or non-disclosed obstacles or hazards below the surface, including but not limited to rock, cement and water. If special equipment or substantial additional labor is required due to hidden or non-disclosed obstacles or hazards, the Owner will be advised as quickly as practical. The Owner will be responsible for any costs and agrees to reimburse Yardcreations LLC. for any expenses incurred by Yardcreations LLC. to resolve problems requiring emergency or rapid response. Through approval of any estimate requiring digging or excavation, the Property Owner hereby agrees to Release and Indemnify Yardcreations LLC. from any responsibility for damage to underground utilities, facilities and structures and to bear the cost for marking private utilities, damage to private utilities and for hidden or non-disclosed obstacles or hazards as described above. In the event that the Property Owner is not

the Yardcreations LLC. client, the Property Owner's signature is required below.

Property Owner Signature/Date

Printed Name

Contractor: Adam Dewey
Adam Dewey

Client: _____

Signature Date: 04/28/2020

Signature Date: _____



City of Brainerd Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Cable TV Committee Date: April 30, 2020

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

* Name: Last Hegstad First Daniel M.I. E

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

Why do you want to be on the Commission/Committee/Board you are applying for?

I would like to facilitate more being done with public access

What skills, strengths, or abilities do you believe you will add to the organization?

I work with Lakeland PBS and am an independent videographer

* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? Yes

* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:

Daniel E Hegstad 4-30-20
(Signature) (Date)

* Required Information

Submit completed application forms via one of the following options:

email: chillman@ci.brainerd.mn.us

fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: City Hall and Police Department Remodel Update

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): Kevin Currie - Contegrity Group	Estimated Time Needed: 10 Minutes
Summary of Issue: Kevin Currie from Contegrity Group will be at the meeting to update the City Council on progress of the City Hall and Police Department remodel projects.	
Alternatives, Options, Effects on Others/Comments: During the presentation, staff would also like to discuss a proposal from Gull Lake Glass to install a temporary or permanent plexi-glass or glass barrier at the counters on 2nd and 3rd floor. With the chances that social distancing practices will have to continue for some time after the pandemic, staff feels it prudent that we install a temporary or permanent glass barrier to protect staff and the public from close interactions at the front counter. Gull Lake Glass has quotes to items: 1. \$1,000 temporary plexi-glass barrier that can be removed. 2. \$1,586 permanent glass barrier that would be present at all times. While the temporary barrier is cheaper, the permanent barrier also assists with security of staff behind the counter. The barrier, in either circumstance, will allow staff to follow proper social distancing procedures when they return back to work.	
Recommended Action/Motion: The presentation is informational. Staff recommends the installation of the permanent glass barrier on the 2nd and 3rd floor of City Hall for a total cost of \$1,586.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☒ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ <u>\$1,586</u> <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> The barriers were not part of the budgets or plans.	



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: COVID-19 Update/Discussion

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☒ Direction Requested ☒ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jennifer Bergman	Department: Administration
Presenter (Name & Title): Jennifer Bergman, City Administrator	Estimated Time Needed:
Summary of Issue: The Governor issued Executive Order XX extending the Stay at Home Order to May 18th. Staff would like to discuss this with the Council on Monday night. We will be having a meeting on Friday to discuss this and will be prepared to bring recommendations to the Council on Monday night.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



Brainerd City Council Agenda Request

Requested Meeting Date: May 4th, 2020

Title of Item: First Reading - Proposed Ordinance No. 1507 - An Ordinance Amending Brainerd City Code Section 421 Uniform Fire Code

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☒ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Fire Chief Tim Holmes	Department: Fire
Presenter (Name & Title): Fire Chief Tim Holmes	Estimated Time Needed: 10 minutes
Summary of Issue: First Reading - Proposed Ordinance No. 1507 - An Ordinance Amending Brainerd City Code Section 421 Uniform Fire Code.	
Alternatives, Options, Effects on Others/Comments: The 2020 MN State Fire Code was adopted on March 31, 2020. This ordinance is to update Section 421 Uniform Fire Code to reflect the adoption of the 2020 State Fire Code. Appendices added: K - Construction requirements for existing ambulatory care facilities. N - Indoor trade shows and exhibitions. O - Fires or barbecues on balconies of patios. (Was previously Appendix K) P - Emergency responder radio coverage.	
Recommended Action/Motion: Motion to (hold or dispense) with the first reading of Proposed Ordinance 1507; An ordinance amending Brainerd City Code Section 421 Uniform Fire Code.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☐ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

ORDINANCE
NO. 1507_____

**AN ORDINANCE AMENDING BRAINERD CITY CODE SECTION 421
UNIFORM FIRE CODE**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 421 shall be amended by adding and removing the following:

Section 421 – Uniform Fire Code

421.01 Adoption of the 2015~~2015~~2020 Minnesota State Fire Code. Subdivision 1. The 2015~~2015~~2020 Minnesota State Fire Code, as adopted pursuant to Minnesota Statute 299F.011, is hereby adopted as the Fire Code for the City of Brainerd for the purpose of prescribing regulations governing conditions hazardous to life or property from fire, hazardous materials, or explosives. The provisions of the 2015~~2015~~2020 Minnesota State Fire Code, appendices B, C, D, F, H, I, ~~and K, N, O, and P~~ thereto, the International Fire Code published by the International Code Council Inc., (Falls Church, Virginia) and any and all amendments and changes thereto adopted by the Minnesota Commissioner of Public Safety through the Division of Fire Marshal and set forth in Minnesota State Rules and Regulations of the Department of Public Safety, Fire Marshal Division, Chapter 7511 except as modified or amended by this Section, are hereby adopted by reference and made a part of this Section as if set forth herein. One copy of this Code shall be marked as the official copy and shall be on file in the office of the State Fire Marshal.

Subd. 2. The rules and codes governed by this Section shall be enforced by the Brainerd Fire Department which shall be operated under the supervision of the Chief of the Fire Department. The Fire Chief may appoint an employee, or employees, of the Fire Department to carry out the duties of Fire Inspector.

Subd. 3. The Fire Inspector shall prepare fire prevention policies for the interpretation and efficient administration of this code, which policies shall not require approval of the City Council. A copy of said policies shall be maintained on file in the office of the Fire Inspector.

Subd. 4. If there is conflict between or among any of the provisions or policies of the above mentioned codes, standards or policies, the following orders of precedence shall apply:

- 1) The City's fire prevention code.
- 2) The Minnesota State Fire Code.
- 3) Standards of the National Fire Protection Association or other nationally recognized fire-safety standards as are approved by the Fire Inspector.

421.03 Definitions. Subdivision 1. Wherever the word “jurisdiction” is used in the 2007 Minnesota State Fire code, it shall mean the City of Brainerd.

Subd. 2. Whenever the term “this Code” is used in the 2015~~2020~~ Minnesota State Fire Code or this Section, it shall mean the Code adopted pursuant to this Section.

Subd. 3. “Fire service” means any deployment of firefighting personnel and/or equipment to extinguish a fire or perform any preventative measure in an effort to protect equipment, life, or property in an area threatened by fire. It also includes the deployment of firefighting personnel and/or equipment to provide fire suppression, rescue, extrication, and any other services related to fire and rescue as may occasionally occur.

~~421.05 Amendments to the Minnesota State Fire Code. Subdivision 1. Section 314 of the 2015 Minnesota State Fire Code is amended to add a new section 314.5 to read: Solid Fuel Burning Appliances in Exhibit Halls and Assembly Occupancies. Use of solid fuel burning appliances for display purposes is prohibited in assembly occupancies other than cooking fuel as described in NFPA 101, 2000 Edition, Section 12.7.1.4. Solid fuel burning appliances may be defined as any appliance that uses decomposition of cellulose material, hydrocarbon solids, animal fat or proteins to produce heat or leaves an ash residue. This would include plant products or materials, wood, coal, mesquite, etc.~~

~~Subd. 2. Section 314 of the 2015 Minnesota State Fire Code is amended to add a new Section 314.6 to read: Compressed flammable gas cylinders and flammable or combustible liquids. Compressed flammable gas cylinders and flammable or combustible liquids used for display purposes are prohibited within exhibit hall and assembly occupancies.~~

~~Subd. 3. Section 505.1 of the 2015 Minnesota State Fire Code relating to Address Numbers is amended by adding the following language: New and existing buildings and buildings under construction or demolition shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. Buildings with multiple tenants/addresses shall place approved numbers or addresses on front and rear doors identifying each address. These numbers shall contrast with their background. Address numbers shall be Arabic numerals. Numbers shall be a minimum of 6 inches high with a minimum stroke width of 0.5 inch (12.7 mm).~~

~~Exception: R-3 Occupancies shall have a minimum of 4 inches high with a minimum stroke width of 0.5 inches (12.7 mm).~~

~~Subd. 4. Section 3308.2.2 of the 2015 Minnesota State Fire Code Proximate Audience Displays is amended by adding the following language: Indoor displays of fireworks, pyrotechnics and open flame performances to proximate audiences are prohibited within the City.~~

~~Subd. 5.~~ **421.05** Amendments to the Minnesota State Fire Code. Subdivision 1. –Section 105.1.1 of the ~~2015~~**2020** Minnesota State Fire Code is hereby replaced in its entirety with the following language:

- 1) Permit required. No person shall engage in any activity, operation, practice, or function listed below without first having obtained a permit from the Fire Inspector, or designee, or MN State Fire Marshal. Permits shall be kept on the premises designated therein at all times and shall be readily available for inspection.
 - a) Installation and removal of all fire suppression systems.
 - b) Installation and removal of all fire alarm, monitoring, or related systems.
 - c) Installation and removal of underground or above-ground tanks for the storage or use of flammable or combustible liquids, gas, or any hazardous material.
 - d) Installation of spray booths or spray areas involving spraying or dipping operations utilizing flammable or combustible liquids and spray booths involving the application of powders by powder spray guns, electrostatic powder spray guns, fluidized beds, or electrostatic fluidized beds.
 - e) Installation of smoke removal systems
 - f) Storage of explosives, black powder, and blasting agents.
 - g) Use of explosives.
 - h) Fireworks sales, displays, and pyrotechnic special effects material.
 - i) Any open burning.
 - j) Carnivals and fairs.
 - k) Exhibition and trade shows and any special event requiring a fire safety inspection.
 - l) Temporary membrane structures, tents, and canopies.

(Amended Ord. 1352 – 2010)

- 2) The fees for such permits, if any, shall be in an amount set forth in the City's Fee Schedule as adopted by City Council resolution from time to time.

421.06 Additional Fire Department Fees. Subdivision 1. The Fire Department is authorized to charge fees for annual fire safety inspection and follow-up inspections, fire watch supplied by the Fire Department, and family day care and/or foster care home initial licensure inspections.

Subd. 2. Fees for Emergency Protection Fire Services. The Fire Department is authorized to charge for fire service as authorized by Minn. Stat. §§ 366.011, 366.012, and 415.01. The Fire Department may charge fees for fire service provided to owners of property within the City who receive fire service, anyone who receives fire service as a result of a motor vehicle accident or fire within the City, and owners of property in towns or cities to which the City provides fire service pursuant to a fire protection contract in accordance with the terms of the applicable fire protection contract.

Subd. 3. False alarms may be billed as a fire call.

Subd. 4. The fees for services under this section, if any, shall be in an amount set forth in the City's Fee Schedule as adopted by City Council resolution from time to time.

Subd. 5. A person requesting and receiving fire services may be billed directly by the Fire Department. If the person receiving the fire services did not request services but a fire or other situation exists which, at the discretion of the Fire Department personnel in charge requires fire service, the person will be charged and billed. If the fire service charge remains unpaid for thirty days after a notice of delinquency is sent by the City, the City may, on or before October 15 of each year, certify the unpaid fire service charge to the county auditor in which the recipient of the service owns real property for collection with property taxes in accordance with Minn. Stat. § 366.011.

Subd. 6. A person billed for fire services may appeal the billing by filing an appeal of the billing in writing with the Fire Chief within fifteen (15) days of receipt of the billing. The appeal will be heard by the Personnel and Finance Committee at its next available meeting. The Personnel and Finance Committee shall make a recommendation to affirm, repeal, or modify the billing to the City Council.

421.07 Enforcement. The Fire Chief or designee is authorized to enforce the provisions of the Minnesota State Fire Code and this Section.

421.09 Penalties. A person who violates the provisions of the Minnesota State Fire Code or this Section after being given written notice shall be guilty of a misdemeanor. Each day's violation after notice thereof shall constitute a separate offense.

421.11 Appeals. Whenever the Fire Inspector or Chief of the Fire Department, as the case may be, disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the Code and Standards do not apply or that the true intent and meaning of the Code and Standards have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Inspector or Chief to the Brainerd City Council Safety and Public Works Committee within thirty (30) days from the date of the Inspector's or Chief's decision.

421.13 New Materials, Processes, or Occupancies That May Require Permits. The Building Official, the Chief of the Fire Department and the Fire Inspector shall act as a

committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the Code and Standards. The Chief shall post such list in a conspicuous place in the office of the Chief, and distribute copies thereof to interested persons.

421.15 Repeal of Conflicting Ordinances. All former ordinances or parts thereof conflicting or inconsistent with the provisions of this Section of the Code and Standards hereby adopted are repealed.

421.17 Validity. The City Council hereby declares that should any section, paragraph, sentence or word of this Section of the City Code or of the Code or Standards hereby adopted be declared for any reason to be invalid, it is the intent of the City Council that it would have passed all other portions of this Ordinance independent of the elimination here from of any such portion as may be declared invalid.

(Added Ord. 902 – 1991)

(Amended Ord. 978 – 1994, Ord. 1069 – 1999, Ord. 1201 – 2003, Ord. 1321 – 2008, Ord. 1430 – 2015, Ord. 1452 – 2016, **Ord. 1507 - 2020**)

SECTION TWO: All other provisions of Section 421 shall remain in full force and effect.

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

Adopted this ____ day of _____, 2020

GABE JOHNSON
President of the Council

Approved this ____ day of _____, 2020

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Published: One time, _____



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: RES - Receiving Report and Calling PH - Imp14-05 - Old Stonebridge Trail

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☒ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Attached to this request is a feasibility report, resolution, and notice of hearing for Improvement 14-05 - Old Stonebridge Trail Final Lift	
Alternatives, Options, Effects on Others/Comments: The feasibility report covers the project need, cost effectiveness, and feasibility. The first action the Council must take in assessment proceedings is to adopt the resolution receiving this report and setting a public hearing on the improvement to take testimony for or against the proposed work. If the Council finds the project necessary, feasible, and cost effective after the public testimony, the next step will be to order the improvement, preparation of plans and specifications, and authorizing public bidding.	
Recommended Action/Motion: Staff recommends adopting the attached resolution receiving the feasibility report and setting the public hearing on the improvement to take place on June 1, 2020 at 7:30 PM during the regularly scheduled 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 <u>Please Explain:</u>	

April 27, 2020

Mayor Badeaux
and Brainerd City Council Members

RE: City Improvement 14-05 – Old Stonebridge Trail Final Lift

Dear Mayor Badeaux and City Council Members,

I am pleased to present this report for improvements as listed above, and from here on out in this report, I will generally refer to these as the “Improvements” to simplify and condense this report. Generally, the improvements consist of paving the final 2-inch lift on Old Stonebridge Trail to complete the street surfacing.

Project Description and Existing Curb and Gutter and Pavement Condition Ratings

The Stonebridge Development was originally constructed in 2004 and 2005. At the time, the final lift of asphalt was never installed on the streets and was never assessed to the abutting properties or included as part of the purchase price of the lots. This has left the street as an un-finished product, and leaves curb and gutter exposed to snowplow damage, manhole castings and other underground infrastructure exposed to potential damage from travelling public or maintenance activities.

Staff is proposing to raise the subsequent manhole iron and to pave the final 2” lift of asphalt on the street so that the street is finished. A breakdown of the project costs is below:

Roadway

Surfacing	\$75,000
Engineering	\$5,000
Old Stonebridge Trail Assessable	\$80,000

Sanitary Sewer

Sanitary Sewer Adjustment	\$3,000
Sanitary Sewer Engineering	\$1,000

This improvement is feasible, cost effective, and necessary due to the roadway being incomplete from its original construction. The street needs to have its final lift of pavement installed to protect the public improvements within the City right-of-way including the curb and gutter, first lift of pavement, manhole castings, and for the safety of the travelling public.

Respectfully Submitted,



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

NOTICE OF HEARING ON IMPROVEMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Brainerd, Minnesota, will meet in the Council Chambers of Brainerd City Hall, 501 Laurel Street, Brainerd, MN 56401 at 7:30 p.m. on June 1, 2020 to consider making the improvement as described below pursuant to Minnesota Statute Sections 429.011 to 429.111:

IMPROVEMENT 14-05

Street Surfacing – Final lift

Old Stonebridge Trail – From easterly cul-de-sac to westerly cul-de-sac.

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

The estimated cost of such improvements is \$84,000.

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

Any individual needing special accommodations please call 828-2307.

Dated: May 4, 2020

Jennifer Bergman
City Administrator

Publish Brainerd Dispatch May 15, 2020 and May 22, 2020

RESOLUTION
NO. _____

RESOLUTION RECEIVING REPORT
CALLING HEARING ON IMPROVEMENT

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

IMPROVEMENT 14-05

Street Surfacing – Final Lift

Old Stonebridge Trail – westerly cul-de-sac to easterly cul-de-sac

This report was received by the Council on the 4th Day of May 2020.

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

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

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

1. The Council will consider the above-described improvement in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvements pursuant to Minnesota Statute Chapter 429 at an estimated total cost of \$100,000.
2. A public hearing shall be held on such proposed improvement on the 1st Day of June 2020, in the Council Chambers at Brainerd City Hall, 501 Laurel Street, Brainerd, MN 56401 at 7:30 p.m. and the City Administrator shall give mailed and published notice of such hearing and improvement as required by law.

Adopted this ____ day of _____, 2020

GABE JOHNSON
President of the Council

Approved this ____ day of _____, 2020

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Appoint a Council Member to the R5CM Task Force

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jennifer Bergman	Department: Administration
Presenter (Name & Title): Jennifer Bergman, City Administrator	Estimated Time Needed: 5 minutes
Summary of Issue: The City Council authorized the Letter of Intent (LOI) with the Region 5 Children's Museum (R5CM) to enter into an agreement with Widseth (formerly WSN) to conduct a Masterplan for Lum Park. The Task Force will consist of one City Council member, one EDA member, one Planning Commission member, one Park Board member, three R5CM members and three community members.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Appoint a City Council member to serve on the R5CM Task Force and authorize staff to solicit community members to serve on the R5CM Task Force.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



www.ci.brainerd.mn.us

March 17, 2020

Mr. Peter Olson
Museum Project Director
Region 5 Children's Museum
1001 Kingwood Street
Brainerd, MN 56401

Via E-mail
polsonregion5cm@gmail.com

Re: Region 5 Children's Museum – Lum Park

Dear Mr. Olson,

On behalf of the City of Brainerd, this correspondence is to serve as the City's letter of intent to proceed with funding and completing a Masterplan for a new Region 5 Children's Museum in Lum Park. The City's proposed terms are as follows:

1. The Masterplan is to be undertaken by Widseth, Smith Nolting pursuant to their March 2, 2020, proposal (attached).
2. According to WSN's proposal the Masterplan (including the Programming Phase, Design Phase and the Final Presentation Graphics and Deliverables) has a total cost of \$37,000. The City will contribute \$20,000 of that cost, with the remaining \$17,000 to be paid by Region 5 Children's Museum (R5CM). We suggest that all funds be combined in an escrow account at the time a final agreement is approved between the City and R5CM. The escrow account will be held by the City and the City will hold the contract with WSN. The Masterplan is to be completed by the end of December 2020.
3. A Task Force is to be established that will be responsible for the site master planning process. The Task Force will have 9 to 11 members, including the following:
 - a. 2 City Council members
 - b. 1 Brainerd EDA member
 - c. 1 Brainerd Planning Commission member
 - d. 1 Park Board member
 - e. 3 R5CM members

- f. 3 community members from Brainerd
- 4. A Working Group will be established to meet with WSN as necessary in between Task Force meetings to provide more detailed direction to WSN and to help steer the overall planning process. The Working Group will report back to the Task Force and will consist of the following members:
 - a. A representative of WSN
 - b. Jennifer Bergman, City Administrator
 - c. City staff, as determined by the City
 - d. Peter Olson, Museum Project Director
 - e. Jim Rowe, Museum Design Consultant
- 5. R5CM will create and coordinate two Focus Groups, one with area stakeholder groups and the other with Brainerd residents, for the purpose of gathering input into the planning process.
- 6. R5CM will schedule and undertake a minimum of five community engagement sessions in Brainerd in order to provide information to the public about the proposed Museum and to receive feedback on the proposal. R5CM will fund these engagement sessions at a cost of up to \$6,000.00. R5CM will provide to the Working Group and Task Force any salient input received in the engagement session.

There are, of course other details to work out, but this outlines the proposed relationship and process. This letter of intent is not an agreement and is not enforceable; it is merely an expression of the City's intent to move forward with the Museum planning process in the manner outlined above. A formal agreement between the City and R5CM will have to be drafted and then approved by the City Council for this process to move forward. Please advise as to R5CM's thoughts on this proposal as soon as possible. The City looks forward to working with R5CM and moving forward with the Masterplan.

Very truly yours,



Jennifer Bergman
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Review Council Liaison Appointments

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jennifer Bergman	Department: Administration
Presenter (Name & Title): Jennifer Bergman, City Administrator	Estimated Time Needed: 15 minutes
Summary of Issue: There are several vacancies in board/commissions/committees as a result of the resignation of Mayor Menk. With the appointment of Alderman Badeux as Mayor and the appointment of Wayne Erickson as the Ward 3 City Council member, we now have a full City Council. I have attached two documents: 1) 2019-2020 Council Assignments and 2) Liaisons by Committee. In the Liaisons by Committee document, you can see what committees need a liaison and whose appointment it is.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Authorize Mayoral and Council Presidents liaison appointments to City board/committees/commissions.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

2019-2020 COUNCIL ASSIGNMENTS

President – Gabe Johnson
Vice President – Kelly Bevans

PERSONNEL & FINANCE COMMITTEE

Dave Pritschet – Chair
Kevin Stunek
Tad Erickson

SAFETY AND PUBLIC WORKS COMMITTEE

Kelly Bevans – Chair
Jan Lambert
Wayne Erickson

NAME	WARD	TERM	TITLE	LIAISON
Dave Badeaux	Mayor	1/1/2019- 12/31/2022	Mayor	PUC
Gabe Johnson	4	1/1/2019- 12/31/2022	Council President	EDA HRA
Kelly Bevans	2	1/1/2019- 12/31/2022	Alderman, VP, SPW Chair	Charter Commission EDA
Wayne Erickson	3	5/4/2017- 12/31/2020	Alderman, SPW	Rental Housing BOA, Cable TV, Parks
David Pritschet	1	1/1/2017- 12/31/2020	Alderman, P&F Chair	Library
Tad Erickson	LG	1/1/2019- 12/31/2022	Alderman, P&F	The Arb, TAC (alternate), Fire Advisory
Janice Lambert	LG	1/1/2017- 12/31/2020	Alderwoman, SPW	TAC, Planning, Region V
Kevin Stunek	LG	1/1/2017- 12/31/2020	Alderman, P&F	Airport, The Center, Community Action

2019-2020 COUNCIL ASSIGNMENTS

Liaisons by Committee/Commission/Board

Commission/Board	Appointment Made By	Liaison
Airport	Council President	Kevin Stunek
BLAEDC Unified Fund (BUF)	Council President	Gabe Johnson
Brainerd Community Action	Council President	Kevin Stunek
Brainerd Public Utilities (BPU/PUC)	Mayor	
*Brainerd Riverfront Committee	Council President	
Cable TV Advisory Committee	Mayor	
Charter Commission	Mayor	Kelly Bevans
The Center	Council President	Kevin Stunek
Economic Development Authority (EDA)	Mayor	Gabe Johnson, Kelly Bevans
Fire Advisory	Mayor	Tad Erickson
Housing and Redevelopment Authority (HRA)	Mayor	Gabe Johnson
Library Board	Mayor	David Pritschet
Northland Arboretum	Mayor	Tad Erickson
Park Board	Mayor	
Planning Commission	Council President	Jan Lambert
Region 5 Development Commission	Mayor	Jan Lambert
Rental Housing	Mayor	
Transit Advisory Committee	Mayor	Jan Lambert; Tad Erickson (Alternate)
Walkable/Bikeable Committee	Council President	

*Committee has not had a Council liaison



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Trinity Children's Center CUP Amendment

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): David Chanski, CDD	Estimated Time Needed: 2 minutes
Summary of Issue: Becky Dryburgh has submitted a request on behalf of Trinity Children's Center (TCC), 1420 S. 6th St., Brainerd, MN 56401, for an amendment to TCC's Conditional Use Permit to modify the limitation on the number of students allowed to be enrolled. TCC's current CUP, approved on April 15, 1991, allows for a maximum of 35 children. In the almost 30 years since this CUP was approved, TCC has received increases in its occupancy from the Minnesota Department Human Services. Normally, when an increase is requested from MDHS, a notification is sent to the local municipality to ensure that the requestor is in compliance with all local codes and regulations. Unfortunately, MDHS has admitted that, for whatever reason, the State failed to notify the City when TCC's occupancy was previously increased. Additionally, no members of the TCC staff were aware of the 35-student limit.	
Alternatives, Options, Effects on Others/Comments: During their regular meeting on April 15, the Planning Commission voted unanimously to approved this CUP amendment request, eliminating any occupancy restrictions and implementing the following conditions: - Hours of operation shall be no earlier than 6a.m. and not later than 7p.m. - Trinity Children's Center shall provide the City a copy of their current and all future licenses as issued by the Minnesota Department of Human Services. - The approval of this Conditional Use Permit is conditional on the rezoning of 1420 S. 6th St. from R-1 to B-2.	
Recommended Action/Motion: Motion to approve the Conditional Use Permit Amendment for Trinity Children's Center, eliminating any occupancy restrictions and implementing the following conditions: - Hours of operation shall be no earlier than 6a.m. and not later than 7p.m. - Trinity Children's Center shall provide the City a copy of their current and all future licenses as issued by the Minnesota Department of Human Services. - The approval of this Conditional Use Permit is conditional on the rezoning of 1420 S. 6th St. from R-1 to B-2.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	

City of Brainerd Community Development Department

TO: Planning Commission

FROM: David Chanski, Community Development Director

DATE: April 9, 2020

RE: Trinity Children's Center CUP Amendment

Becky Dryburgh has submitted a request on behalf of Trinity Children's Center (TCC), 1420 S. 6th St., Brainerd, MN 56401, for an amendment to TCC's Conditional Use Permit to modify the limitation on the number of students allowed to be enrolled.

TCC's current CUP, approved on April 15, 1991, allows for a maximum of 35 children. In the almost 30 years since this CUP was approved, TCC has received increases in its occupancy from the Minnesota Department Human Services. Normally, when an increase is requested from MDHS, a notification is sent to the local municipality to ensure that the requestor is in compliance with all local codes and regulations. Unfortunately, MDHS has admitted that, for whatever reason, the State failed to notify the City when TCC's occupancy was previously increased. Additionally, no members of the TCC staff were aware of the 35-student limit.

The Planning Commission tabled this item during their February 19 meeting as TCC's CUP is currently legal non-conforming. Trinity Lutheran Church has submitted a request to rezone their property, from which TCC operates, from R-1 to B-2 in order to bring TCC's CUP back into compliance with the Zoning Code.

Findings of Fact

1. Trinity Children's Center is located in a R-1 (Single Family Residential) District.
2. The operation of a commercial childcare facility was permitted as a conditional use in a R-1 District at the time of the CUP being issued in 1991.
 - a. However, commercial childcare facilities are no longer permitted in R-1 Districts.
3. A request to rezone the property from R-1 to B-2 has been submitted by Trinity Lutheran Church.
 - a. This rezoning would bring TCC's CUP back into compliance with the zoning code.
4. Commercial childcare facilities are regulated by [Section 515-29](#) of the Code of Ordinances.
5. TCC operates out of Trinity Lutheran Church located at 1420 S. 6th St.
6. TCC currently have a staff of 8.
7. TCC currently is licensed by MDHS for an occupancy of 63 students and is requesting an increase to 71 students.

8. [Section 515-22-8.I](#) of the Code of Ordinances requires commercial childcare facilities with over 14 students to have 1 off-street parking space per teacher on the largest shift, plus 1 space per 10 students/children based on maximum capacity of the facility.
 - a. With 8 staff and 63 students, TCC currently needs 14 off-street parking spaces.
 - b. With an increase to 71 students, TCC will need 15 off-street parking spaces.
 - c. The parking lot of Trinity Lutheran Church, which TCC utilizes, currently has over 75 parking spaces.
9. MDHS first notified the City regarding TCC's occupancy on January 3, 2020.

As of this writing, one adjacent property owner has contacted the Community Development Department with questions or concerns about this requested CUP amendment. He expressed his full support for this CUP amendment.

Staff Opinion

As the Minnesota Department of Human Services regulates the operations of commercial childcare facilities and as TCC currently meets all the other requirements set by City Ordinance and as staff would be provided the opportunity to conduct a full zoning code review of TCC should future occupancy increases be requested, staff recommends approval of the CUP amendment without any occupancy restrictions conditional on the rezoning for 1420 S. 6th St. from R-1 (Single Family Residential) District to B-2 (Neighborhood Business) District

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Becky Dryburgh has submitted a request on behalf of Trinity Children's Center (TCC), 1420 S. 6th St., Brainerd, MN 56401, for an amendment to TCC's Conditional Use Permit to modify the limitation on the number of students allowed to be enrolled. The property is legally described as:

N. 771 FT OF LOT 7 EXCEPT PART OF GILMER, AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL; THAT PART OF LOT 7, DESC. AS; COMM AT THE SE CORNER OF BLOCK 317, 1st ADDITION TO BRAINERD

The property is zoned R-1 (Single Family Residential) District, but a request for rezoning to B-2 (Neighborhood Business) District has been submitted for this property. A copy of the proposed site plan is on file for review at the Community Development Department.

A Public Hearing to consider this rezoning request will be conducted by the Brainerd Planning Commission at 6:00 p.m. on Wednesday, April 15, 2020.

In accordance with the requirements of Minn. Stat. Section 13D.021, Jennifer Bergman, the City Administrator, has determined that an in-person meeting is not practical or prudent because of a health pandemic declared under Chapter 12 of the Minnesota Statutes.

Because of the health pandemic, it has been determined that attendance at the regular meeting location by members of the public is not feasible.

Because of the health pandemic, it has been determined that the physical presence at the regular meeting location by at least one member of the body, chief legal counsel or chief administrative officer is not feasible.

Therefore, some or all of the City Council members may be participating by telephone or other electronic means.

Members of the public may monitor the meeting via phone. Information regarding how to attend this virtual meeting will be posted to the City's website (ci.brainerd.mn.us) by 4:30pm on Friday, April 10, 2020.

Please submit comments regarding this Conditional Use Permit request to Community Development Director David Chanski at dchanski@ci.brainerd.mn.us. Comments can also be mail to City Hall at 501 Laurel St., Brainerd, MN 56401 or submitted via the dropbox located on the west side of City Hall.

Any individual needing special accommodations or would like more information about this request, please call (218) 828-2307.

Dated this 3rd day of April 2020

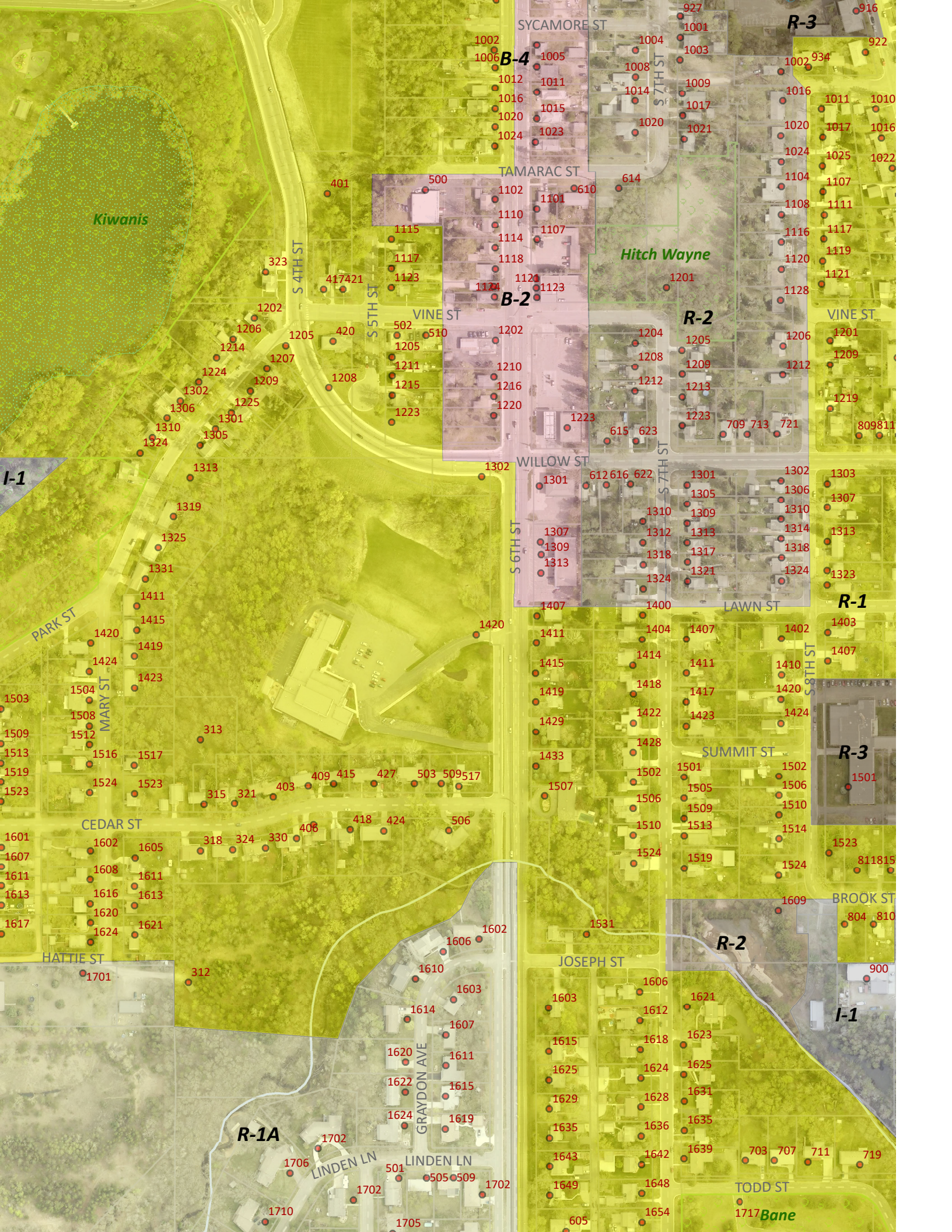
Publication Date: April 5, 2020

David C. Chanski, MPA
Community Development Director

Tax Name	Tax Address	Tax Address 2	Tax Address 3
ANDERSON, JULANN	1419 6TH ST S	BRAINERD, MN 56401	
AULIE, MARCUS C	1429 6TH ST S	BRAINERD, MN 56401	
BEHR, JEFFERY W & LILIA	321 CEDAR ST	BRAINERD MN 56401	
BEMENT, HARRY & ARLISS	11279 ASH AVE	BRAINERD, MN 56401	
BRIGHT, BARBARA L	1516 MARY ST	BRAINERD, MN 56401	
BROKAW, LLOYD LADD &	MARK HOLLIS FORD	506 CEDAR ST	BRAINERD, MN 5640
CALOS, MATTHEW P	1602 GRAYDON AVE		BRAINERD MN 56401
CLARK, JEFFREY B	1517 MARY ST	BRAINERD, MN 56401	
CLARK, TIMOTHY A	1212 S 7TH ST	BRAINERD MN 56401	
COOL, REBECCA L	1202 PARK ST	BRAINERD, MN 56401	
COOPER, JAMES D & JOAN M	1411 MARY ST	BRAINERD, MN 56401	
CRIST, BRANDON & AMY MEYER	1214 PARK ST	BRAINERD, MN 56401	
CULLEN, EDWARD J & ROSELLA J	318 CEDAR ST		BRAINERD MN 56401
CZECH, NICKLOS A & GINA	1310 PARK ST	BRAINERD, MN 56401	
DJL RENTALS LLC	16120 COUNTY RD 22		BRAINERD MN 56401
DONNELLY, JOSHUA L & MELISSA L	315 CEDAR ST	BRAINERD, MN 56401	
DORSCHNER, JANE M	1422 SOUTH 7TH ST	BRAINERD, MN 56401	
DOSHAN, BRENT	622 WILLOW ST	BRAINERD, MN 56401	
DOW, AMY G	406 CEDAR ST		BRAINERD MN 56401
ERICKSON, KIMBERLY	5064 GULL LAKE DAM RD	BRAINERD, MN 56401	
FAAS, ABIGAIL A	412 CEDAR ST	BRAINERD, MN 56401	
FEIERABEND, AUDREY C	1433 S 6TH ST	BRAINERD MN 56401	
FINDLAY, RAHN D & STEPHANIE A	10811 RIVER HILLS CIR		BRAINERD MN 56401
GOGOLIN, RUTH M	9422 HEARTHSIDE DR		TOWER MN 55790
GORDON, KARI L	1414 S 7TH ST	BRAINERD, MN 56401	
GREENHOUSES PROPERTIES LLC	4903 OJIBWA RD	BRAINERD MN 56401	
GREVILLIUS, GARY & JANET	5290 HOWARD'S POINT RD	SHOREWOOD, MN 55331	
HANSEN, BARBARA J	1506 S 7TH ST	BRAINERD MN 56401	
HARRIS, LINDA J	1206 PARK ST	BRAINERD MN 56401	
HERNER, JEFFREY	1503 PENNSYLVANIA AVE		BRAINERD MN 56401
HILL, DAVID	15798 JORDAN RD		BRAINERD MN 56401
HINES, JESSICA ANN &	RUSSELL LEE CLARK	1306 PARK ST	BRAINERD, MN 5640
HIPPERT, KIMBERLY S	1319 PARK ST	BRAINERD, MN 56401	

HUNSTAD, JORDAN J	1318 7TH ST S	BRAINERD, MN 56401	
HUNTER, IVY RAE	6078 DONALD ST		BAXTER MN 56425
JENKINS, ERICH M	PO BOX 792	BRAINERD, MN 56401	
JOHNSON, KEITH M	1420 MARY ST	BRAINERD, MN 56401	
JONES, KATELYN E	510 VINE ST		BRAINERD MN 56401
KARNOWSKI, ERIN B	1605 MARY ST		BRAINERD MN 56401
KRAEMER, ALLARD & MARCELLENE	1302 PARK ST	BRAINERD MN 56401	
KRAEMER, MARCELLENE J	1302 PARK ST	BRAINERD, MN 56401	
LARSON, JASON D &	JESSICA A LOFRANO-LARSON	324 CEDAR ST	BRAINERD, MN 5640
LAZY H PROPERTIES LLC	501 EAST BROADWAY	LITTLE FALLS, MN 56345	
LENDOBEJA, STEVEN	313 CEDAR ST	BRAINERD MN 56401	
LEWIS, ROBERTA J	1210 6TH ST S	BRAINERD, MN 56401	
LICK, DEBRA A	409 CEDAR ST	BRAINERD, MN 56401	
LINDSEY, RYAN D & MICHELLE L	1504 MARY ST	BRAINERD, MN 56401	
LONG, MICHELE A	1411 6TH ST S	BRAINERD MN 56401	
LOSCHKO, JAMES F & JUDITH	1428 S 7TH	BRAINERD MN 56401	
LOSCHKO, SARAH E	1418 S 7TH ST	BRAINERD MN 56401	
MACDONALD, JOEL	4118 PEBBLE CREEK DR	VALDOSTA GA 31605	
MAHONEY, RICHARD M & DOREEN S	4418 HARBOR DR	NISSWA, MN 56468	
MARCUSSEN, DENNIS & ERICA	415 CEDAR ST	BRAINERD, MN 56401	
MATTSON, FRANK	PO BOX 137	BRAINERD MN 56401	
MERRELL, PAMELA S	502 VINE ST	BRAINERD, MN 56401	
MERTENS, JUSTIN G	509 CEDAR ST	BRAINERD MN 56401	
MOORES PROPERTIES, INC	605 LAUREL ST	BRAINERD, MN 56401	
MORGAN, MICHAEL L & LISA	418 CEDAR ST	BRAINERD MN 56401	
NORTHERN TIER RETAIL LLC	TAX DEPT	576 BIELENBERG DR STE 200 WOODBURY, MN 55	
O'LEARY, KARI ESTHER	1325 PARK ST	BRAINERD, MN 56401	
OLSON, KEITH W & KIRSTEN R	330 CEDAR ST	BRAINERD MN 56401	
PASCHELKE, THONGYOY	1205 5TH ST S	BRAINERD, MN 56401	
PATTERSON, NANCY K	615 WILLOW ST	BRAINERD, MN 56401	
QUERY, JAMES R REVOCABLE TRUST	708 4TH ST S		PRINCETON MN 5537
REND AHL, JOYCE A	1400 S 7TH ST		BRAINERD MN 56401
REYNOLDS, DANIEL & GOLDIE	403 CEDAR ST	BRAINERD, MN 56401	
ROBERTS, DEVIN M & KELSI M	1423 MARY ST	BAXTER MN 56425	

RUBADO, KAREN E & JOSEPH J	1305 PARK ST	BRAINERD MN 56401	
SADLO, ALAN & MARISSA	1404 7TH ST S	BRAINERD MN 56401	
SCULL, TYLER	1419 MARY ST	BRAINERD MN 56401	
SIGNATURE PROPERTY SERVICES LLC	22016 STATE 210	STAPLES, MN 56479-5085	
SKOGEN, MARK A	1324 PARK ST	BRAINERD, MN 56401	
SMITH PROPERTIES GROUP LLC	C/O BRIAN L SMITH	P O BOX 391	BRAINERD, MN 5640
SORENSEN, LARRY J & JUDITH A	1207 PARK ST	BRAINERD MN 56401	
STENGEL FAMILY JOINT REVO TRUST	C/O ARNOLD M & DORIS M STENGE	1510 7TH ST S	BRAINERD, MN 5640
SWEDBERG, BERNICE A	1331 PARK ST	BRAINERD, MN 56401	
SWIFT, SHARON J	1512 MARY ST	BRAINERD, MN 56401	
SWITZER, LOY D &	NESHEIM-SWITZER, ELAINE	1502 7TH ST S	BRAINERD, MN 5640
TAX FORFEITED	CROW WING COUNTY LAND SERVIC	322 LAUREL ST STE 15	BRAINERD, MN 5640
THORKELSON, ROBERT A & THERESA	5125 CEDARDALE LN	BAXTER, MN 56425-8307	
TOWNE, STACEY TODD	1225 PARK ST	BRAINERD MN 56401	
TRETTER, TRACY	503 CEDAR ST	BRAINERD, MN 56401	
TRINITY LUTHERAN, CHURCH	1420 S 6TH ST	BRAINERD MN 56401	
TWO DOGS PROPERTY MANAGEMEN	9662 WISE RD		BRAINERD MN 56401
VLECK, DANIEL	14191 CROOKED LAKE RD	DEERWOOD, MN 56444	
VOSS, PEGGY A	1424 MARY STR	BRAINERD MN 56401	
VREELAND, JOSEPH L & JULIE	1507 S 6TH ST	BRAINERD MN 56401	
WALLIN, BRIAN K	PO BOX 272	NISSWA, MN 56468	
WIBSTAD, LELAND L	1209 PARK ST	BRAINERD MN 56401	
YEZEK, CHYLER & LECLAIRE, SAMANT	1312 7TH ST S	BRAINERD MN 56401	



David Chanski

From: Chris Hanneken <Chris@hannekeninsurance.com>
Sent: Monday, April 6, 2020 5:15 PM
To: David Chanski
Subject: {external} public hearing

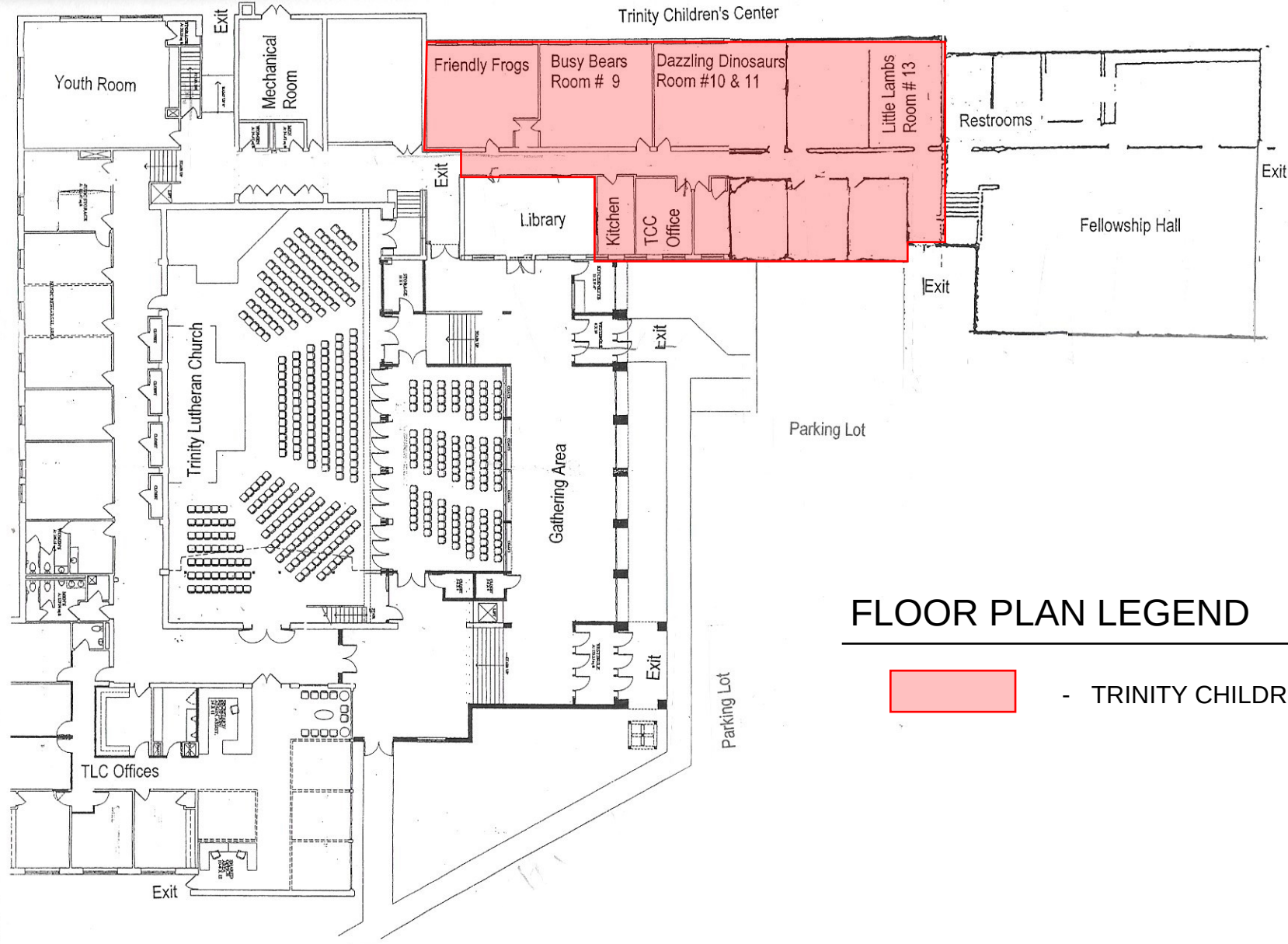
I am responding with comments related to the public hearing that will be held related to the Becky Dryburgh / Trinity Lutheran Church zoning and conditional use permit changes.

As owner of the building located adjacent to this property at 1301 S 6th St, and owner of the business located in that building, I am in full support of approving their request.

Please feel free to contact me if you have additional questions or concerns.

Thank you,

Chris Hanneken
Lazy H Properties, LLC
Hanneken Insurance Agency, Inc.
Little Falls / Pierz / Brainerd / Pine River
www.hannekeninsurance.com



FLOOR PLAN LEGEND



- TRINITY CHILDREN'S CENTER



June 14, 1991

To: Al Cottingham

From: Jeanette Rydberg, Director
Trinity Children's Center

Please find enclosed a copy of our most current license.
This reflects the latest addition of school-age children
to our enrollment.

RECEIVED

JUN 18 1991

CITY ENGINEERING DEPT.
BRainerd, MINNESOTA

STATE OF MINNESOTA
License
Department of Human Services

ISSUED TO: TRINITY LUTHERAN CHURCH

KNOWN AS: TRINITY CHILDREN'S CENTER

LOCATED AT: 1420 SOUTH 6TH STREET
BRAINERD, MINNESOTA 56401
CROW WING COUNTY

CONDITIONS OF LICENSE: 29 CHILDREN, INCLUDING:
7 TODDLERS, 22 PRESCHOOL AND SCHOOL AGE
CHILDREN, NOT TO EXCEED 20 PRESCHOOL AND
12 SCHOOL AGE, 7:00 A.M. TO 5:30 P.M.,
MONDAY THRU FRIDAY

This license shall be in force from

JUNE 3, 1991 TO AUGUST 1, 1991

This license is issued subject to the provisions of Minnesota Statutes and to the rules and regulations of the Commissioner of Human Services. It is subject to revocation for cause.


Commissioner of Human Services


Division of Licensing, Director

CERTIFICATION FOR CONDITIONAL USE PERMIT

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

A Regular Meeting of the City Council of the City of Brainerd, Minnesota, was duly held at the City Hall Council Chambers on this 15th day of April, 1991, at 7:30 p.m.

The following Aldermen were noted present: Nesheim, Asplund, Charpentier, O'Day, Goedker, and Wallin.

Alderman was absent: Olander

MOVED AND SECONDED BY ALDERWOMAN NESHEIM AND ALDERMAN CHARPENTIER, DULY CARRIED, TO APPROVE THE FOLLOWING CONDITIONAL USE PERMIT.

Trinity Lutheran Church - 1420 South 6th Street - Conditional Use Permit No. 106 Approved.

Alderwoman Nesheim reported the Planning Commission, at their meeting of April 10, 1991, recommended approval of a conditional use permit for Trinity Lutheran Church, 1420 South 6th Street, to amend Conditional Use Permit No. 103 to allow for an additional 12 to 15 children which would then have a maximum of 35 children. The property for the proposed conditional use permit is legally described as:

a *36001*
The North 771 feet of Lot Seven (7) except Part to Gilmer, Auditor's Plat of the East 1/2 of the Northwest 1/4 of Section Thirty-six (36), Township Forty-five (45) North, Range 31 West.

Committee recommends approval subject to the following conditions:

1. The permit is for a maximum of 35 children.
2. The hours of operation shall be no earlier than 6:00 a.m. and no later than 7:00 p.m.
3. A copy of the current State License shall be kept on file with the City.

ADJOURNMENT.

The Chair adjourned the meeting at 10:40 p.m.



DANIEL J. VOGT
City Administrator/Clerk-Treasurer

(S E A L)

City Clerk 22821
#10.00

Office of County Recorder
County of Crow Wing, Minn. } SS. MICROFILMED

I hereby certify that the within instrument was filed
in this office for record on the 6 day of May
A.D. 1991 at 3:30 o'clock P.M.
and was duly recorded as Doc. No. **422165**

[Signature]
County Recorder
by *[Signature]* Deputy

RETURN TO City Administrator
City Hall
Brainerd, MN 56401

Notices sent to the following on March 29, 1991

Ms. Jeanette Rydberg
1420 South Sixth Street
Brainerd, MN 56401

Harold & Donna Smith
4142 Pine Beach Rd.
Brainerd, MN 55401

Timothy Holtan
622 Willow Street
Brainerd, MN 56401

Leonard and Karen Oseland
409 SW Sixth Street
Brainerd, MN 55401

New Expansions, Inc.
Route 6, Box 17
Bemidji, MN 56601

Roderick & Janet Brixins
Box 17
Lastrup, MN 56334

Jeffrey Lenz
1318 South Seventh St.
Brainerd, MN 56401

Jacquelyn MacDonald
1324 South Seventh St.
Brainerd, MN 56401

Tom Thumb Food Markets
110 E. 17th Street
Hastings, MN 55033

Daniel and Susan Kuhn
1312 South Seventh Street
Brainerd, MN 56401

Inez Kaser
1523 Mary Street
Brainerd, MN 56401

Viking Hedin
1605 Mary Street
Brainerd, MN 56401

Raymond & Patricia Lindberg
1504 Mary Street
Brainerd, MN 56401

Michael & Heather Wedding
1508 Mary Street
Brainerd, MN 56401

Virginia Niemala
1512 Mary Street
Brainerd, MN 56401

Tom & Jacqueline Mehr
1516 Mary Street
Brainerd, MN 56401

Arlen Damlo
1524 Mary Street
Brainerd, MN 56401

Gordon Westgaard
1420 Mary Street
Brainerd, MN 56401

Bruce & Julie Hauck
59K Ahrens Hills
Brainerd, MN 56401

Max Rutter
506 Cedar Street
Brainerd, MN 56401

Linda Harris
1206 Park Street
Brainerd, MN 56401

Southern Oil Co. of NY
P.O. Box 14000
Lexington, KY 40512

Keith & Jan Roberts
1214 Park Street
Brainerd, MN 56401

Dennis & Janet Olson
1399 Ninth Ave., Apt. 1302
San Diego, CA 92101

North Central Comm. Dev. Corp.
1216 S. Sixth Street
Brainerd, MN 56401

Earl Athman
1210 South Sixth Street
Brainerd, MN 56401

Louis & Alice Carlson
1887 Windy Ridge Rd. N.
Brainerd, MN 56401

Ronald & Alice Trotter
Route 2
Aitkin, MN 56431

Conrad & Sabina Anderson
502 Vine Street
Brainerd, MN 56401

Vicki & Wayne Nichols
197 Michelle Circle
Baxter, Mn 56401

Robert Billman
3333 Smith Road
Brainerd, MN 56401

Gary A. Benjamin
1215 South Fifth Street
Brainerd, MN 56401

Mrs. Ben Barr
4551 Bronson Road North
Baxter, MN 56401

Clara Mellesmoen
623 Willow Street
Brainerd, MN 56401

Beverly Johansen
615 Willow Street
Brainerd, MN 56401

Gerald Miller
1212 South Seventh Street
Brainerd, MN 56401

SuperAmerica Station Inc.
P.O. Box 14000
Lexington, KY 40512

Donald & Judith Johnson
517 Cedar
Brainerd, MN 56401

Gladys & Richard Peterson
509 Cedar Street
Brainerd, MN 56401

Edwin & Helen Lash
503 Cedar Street
Brainerd, MN 56401

Arthur & Dorothy Harting
427 Cedar Street
Brainerd, MN 56401

Paul & Vida Driscoll
415 Cedar Street
Brainerd, MN 56401

Alice Hellen
409 Cedar Street
Brainerd, MN 56401

Mary Jo Herr
403 Cedar Street
Brainerd, MN 56401

Jeffrey & Lila Behr
321 Cedar Street
Brainerd, MN 56401

Roland & Annette Mills
318 Cedar Street
Brainerd, MN 56401

Walter & Joyce Fust
324 Cedar Street
Brainerd, MN 56401

Keith Olson
330 Cedar Street
Brainerd, MN 56401

Michael & Kathryn Dunn
406 Cedar Street
Brainerd, MN 56401

Evelyn Michie
412 Cedar Street
Brainerd, MN 56401

Paul & Sandra Bloom
418 Cedar Street
Brainerd, MN 56401

Wayne & Yvonne Larson
424 Cedar Street
Brainerd, MN 56401

Alan & Heidi Prah
1411 Mary Street
Brainerd, MN 56401

Erma Feriancek
1415 Mary Street
Brainerd, MN 56401

Jon & Tedi Stoe
1419 Mary Street
Brainerd, MN 5 56401

Mark & Carol Embretson
1423 Mary Street
Brainerd, MN 56401

Gregory Rosenberg
219 North Eighth Street
Brainerd, MN 56401

Robert & Phyllis Rossina
1517 Mary Street
Brainerd, MN 56401

Warren and Gladys Welton
1400 South Seventh Street
Brainerd, MN 56401

Donald & Patricia Howitz
1404 South Seventh Street
Brainerd, MN 56401

Richard J. & Linda Kreutzfeldt
1414 South Seventh Street
Brainerd, MN 56401

Donald & Lois Alexson
1407 South Sixth Street
Brainerd, MN 56401

William N & Evelyn Matthies
418 North Third Street
Brainerd, MN 56401

William C. Olson
1415 South Sixth Street
Brainerd, MN 56401

Vernon & Jane Dorschner
1422 South Seventh Street
Brainerd, MN 56401

James & Judith Loschko
1428 South Seventh Street
Brainerd, MN 56401

Elmer & Jennie Nordgren
1502 South Seventh Street
Brainerd, MN 56401

Richard & Delores Tromblay
1506 South Seventh Street
Brainerd, MN 56401

Arnold & Doris Stengel
1510 South Seventh Street
Brainerd, MN 56401

Jon & Debra Luhrs
1524 South Seventh Street
Brainerd, MN 56401

Josephine Mitchell
1419 South Sixth Street
Brainerd, MN 56401

Arthur & Lois Nystrom
1429 South Sixth Street
Brainerd, MN 56401

Norman Klinghagen
1433 South Sixth Street
Brainerd, MN 56401

Gladys Weisz
1507 South Sixth Street
Brainerd, MN 56401

Dale & Gaylene Parks
1418 South Seventh Street
Brainerd, MN 56401

Ronald & Donald Knoll
1302 South Sixth Street
Brainerd, MN 56401

Alice Tindell
1313 Park Street
Brainerd, MN 56401

L.R. Mielke
1702 Linden Lane
Brainerd, MN 56401

William & Linda Beasley
1706 Linden Lane
Brainerd, MN 56401

Robert Ferris
70 West Road
Circle Pines, MN 55014

Anton & Elsie Mons
315 Cedar Street
Brainerd, MN 56401

Marie Schuety
1305 Park Street
Brainerd, MN 56401

Allard & Marcellene Kraemer
1302 Park Street
Brainerd, MN 56401

Wayne & Joanne Hayes
1225 Park Street
Brainerd, MN 56401

Leonard & Lillian Rosenthal
1209 Park Street
Brainerd, MN 56401

Joseph & Dorothy Straka
1207 Park Street
Brainerd, MN 56401

Gerald & Rebecca Young
578 Narrow Lane Road SE
Brainerd, MN 56401

Susan Hollister
1208 South Fifth Street
Brainerd, MN 56401

Herbert & Harriett Christensen
1205 Park Street
Brainerd, MN 56401

Roy & Gladys Pike
Box 471
Brainerd, MN 56401

Norbert & Geraldine Ackerman
1324 Park Street
Brainerd, MN 56401

Bernice Cummins
1310 Park Street
Brainerd, MN 56401

Cheryl & Robin Clark
507 South Sixth Street
Brainerd, MN 56401

Mark & Deanna Witter
1224 Park Street
Brainerd, MN 56401

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that Trinity Lutheran Church, 1420 South Sixth Street, has applied for an amendment to their Conditional Use Permit for a Day Care Center for a maximum of forty children within the R-1 (Suburban Residential) District, as regulated by Ordinance No. 812 in Brainerd City Code. The property of the proposed Conditional Use Permit is described as follows, TO WIT;

The north 771 feet of Lot 7 except part to Gilmore, Auditor's Plat of the east one-half of the northwest one-quarter of Section 36, Township 45 north, Range 31 west.

Notice is further given that the Planning Commission of the City of Brainerd will meet at Brainerd City Hall Council Chambers, 501 Laurel Street, at 7:00 p.m., April 10, 1991, to consider the request of said Conditional Use Permit.

BY ORDER OF THE PLANNING COMMISSION.

Dated this 22nd day of March, 1991.


Al Cottingham
City Planner

Publication date: March 29, 1991.

MEMORANDUM

TO: Planning Commission

FROM: Al Cottingham, City Planner

DATE: April 4, 1991

SUBJECT: Staff Recommendation for Agenda Item No. 4B, Conditional Use Permit for Day Care Center in the R-1 (Suburban Residential) District

Ordinance No. 812, Section 515.15, Subdivision 4, identifies Day Care facilities as a Conditional Use within the R-1 District. The City Council approved a Conditional Use Permit on October 15, 1990 for a Day Care facility at Trinity Lutheran Church, 1420 South Sixth Street for a maximum of 20 children. The applicant is proposing an amendment to that Conditional Use Permit to allow for an additional 12 to 15 children which would then have a maximum of 35 children as part of this Conditional Use Permit.

Section 515.09, Subdivision 7,2 identifies the requirements for granting Conditional Use Permits. I have reviewed those nine requirements and they appear to be satisfied and thus recommend approval of the Conditional Use Permit application subject to the following conditions:

1. The permit is for a maximum of 35 children.
2. The hours of operation shall be no earlier than 6:00 a.m. and no later than 7:00 p.m.
3. A copy of the State License shall be kept on file with the City.

Attachments:

Hearing Notice
Ordinance Excerpt

City Hall
501 Laurel Street
Brainerd, Minnesota 56401



March 29, 1991

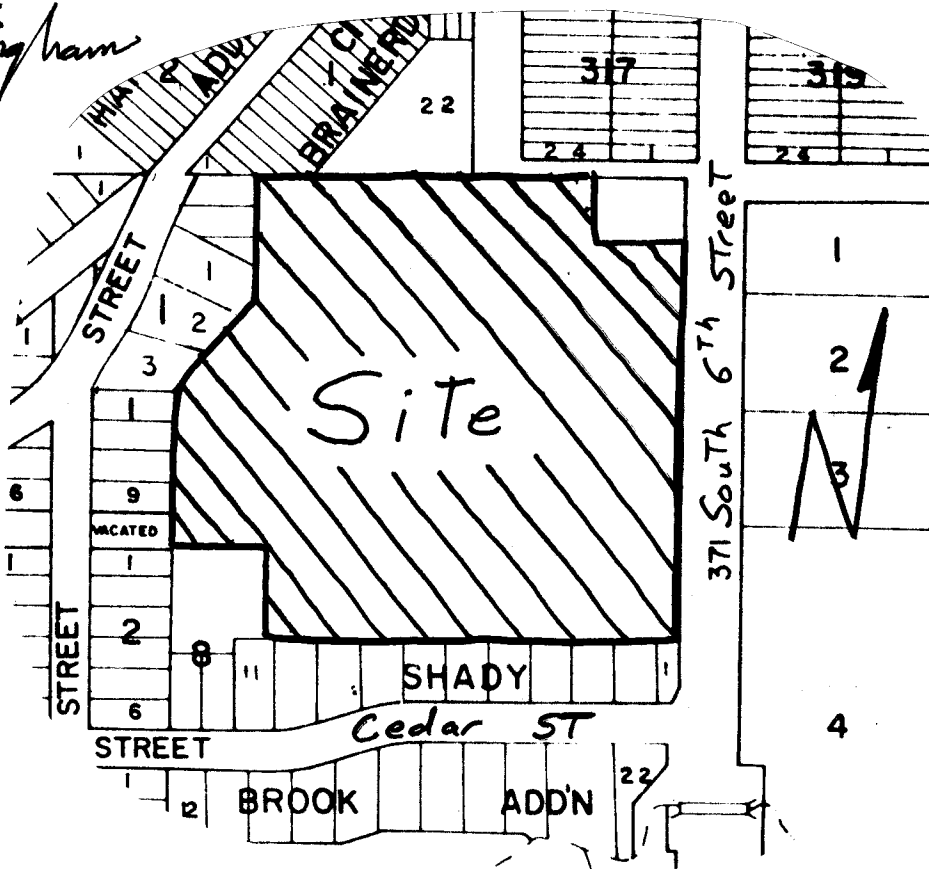
TO WHOM IT MAY CONCERN:

Pursuant to Section 515.09, Subdivision 7, 3C of Ordinance No. 812 you are hereby given notice that Trinity Lutheran Church, 1420 South Sixth Street, has applied for a Conditional Use Permit to expand their existing Day Care Center for an additional fifteen (15) school age children within the R-1 (Suburban Residential) District as regulated by Ordinance No. 812 in Brainerd City Code. The property is more legally described as the north 771 feet of Lot 7 except part of Gilmer, Auditor's Plat of the east one-half of the northwest quarter of Section 36, Township 45 north, Range 31 west.

This request will be heard by the Planning Commission at 7:00 p.m. on Wednesday, April 10, 1991 in the Council Chambers of Brainerd City Hall at 501 Laurel Street. Questions regarding this request may be directed towards me, Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays.

Sincerely,

Al Cottingham
Al Cottingham
City Planner



Mayor
(218) 828-2308

City Administrator
(218) 828-2307

City Attorney
502 Laurel Street
(218) 828-2311

City Engineer
(218) 828-2309

Chief of Police
Law Enforcement Center
304 Laurel Street
(218) 829-2805

Fire Chief
Fire Station
23 Laurel Street
(218) 828-2312

Economic Developer/Planner
(218) 828-2309

Director of Parks and Recreation
(218) 828-2320

Water & Light Secretary
(218) 829-8726

Water & Light Superintendent
101 Laurel Street
(218) 829-2193

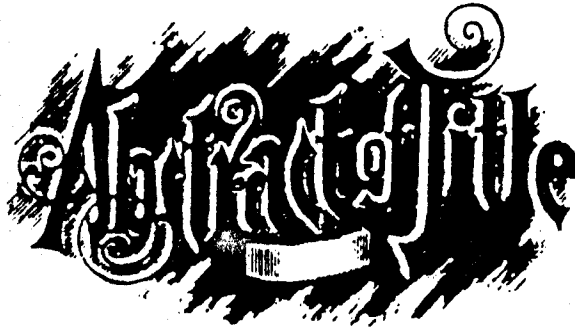
CITY OF BRAINERD
501 LAUREL STREET
BRAINERD, MN 56401
828-2309

PLANNING AND ZONING APPLICATION FORM

PLEASE READ BEFORE COMPLETING. ONLY COMPLETE APPLICATIONS WILL BE ACCEPTED! Applications must be validated by the Planning or Building Official before fees will be accepted. See appropriate information sheets for explanation of application procedures and policies.

PRINT OR TYPE

1. PROPERTY LOCATION (Street Address AND Legal Description):
1420 S. 6th St. Brainerd, MN All of the North 771 feet of Lot 7 of Auditors Plat of
the E $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 36, Twp 45, Rge 31
 2. PROPERTY FEE OWNER NAME: Trinity Lutheran Church, Rev. David Holte
ADDRESS: 1420 S. 6th St. Rev. Lynn Ronsberg
CITY: Brainerd STATE: MN ZIP: 56401
TELEPHONE: (Home) 218- 829-5147 (Business) _____
 3. APPLICANT NAME: Trinity Children's Center
CONTACT NAME: Jeanette Rydberg
ADDRESS (Mailing): 1420 S 6th St.
CITY: Brainerd STATE: MN ZIP: 56401
TELEPHONE: (Home) _____ (Business) 829-1385
 4. REQUESTED ACTION(S):
☐ REZONING
☒ CONDITIONAL USE PERMIT
☐ VARIANCE
☐ PLANNED UNIT DEVELOPMENT
☐ PRELIMINARY PLAT
☐ FINAL PLAT
☐ OTHER _____
 5. BRIEF DESCRIPTION OF REQUEST (Attached sepearte sheet, if necessary): Trinity Children's Center has applied for an additional
license with the State of MN to add 12-15 school-age children to be
enrolled in daycare. The school-age section would be open the same hours
as existing daycare - 7:00 a.m. - 5:30 p.m., Mon.- Fri. An additional
full-time and one part-time teachers will be hired.
- PROPERTY FEE OWNER(S) SIGNATURE(S): Rev. Lynn Ronsberg
- APPLICANT(S) SIGNATURE(S): Jeanette Rydberg
- DATE: 3/19/90



*To the following described Real Estate situated in
Crow Wing County, Minnesota*

* * * * *

All of the North 771 feet of Lot 7 of Auditor's Plat of the E $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 36, Twp. 45, Rge. 31, except the North 200 feet of the West 125 feet thereof and also except the North 100 feet of East 150 feet thereof,

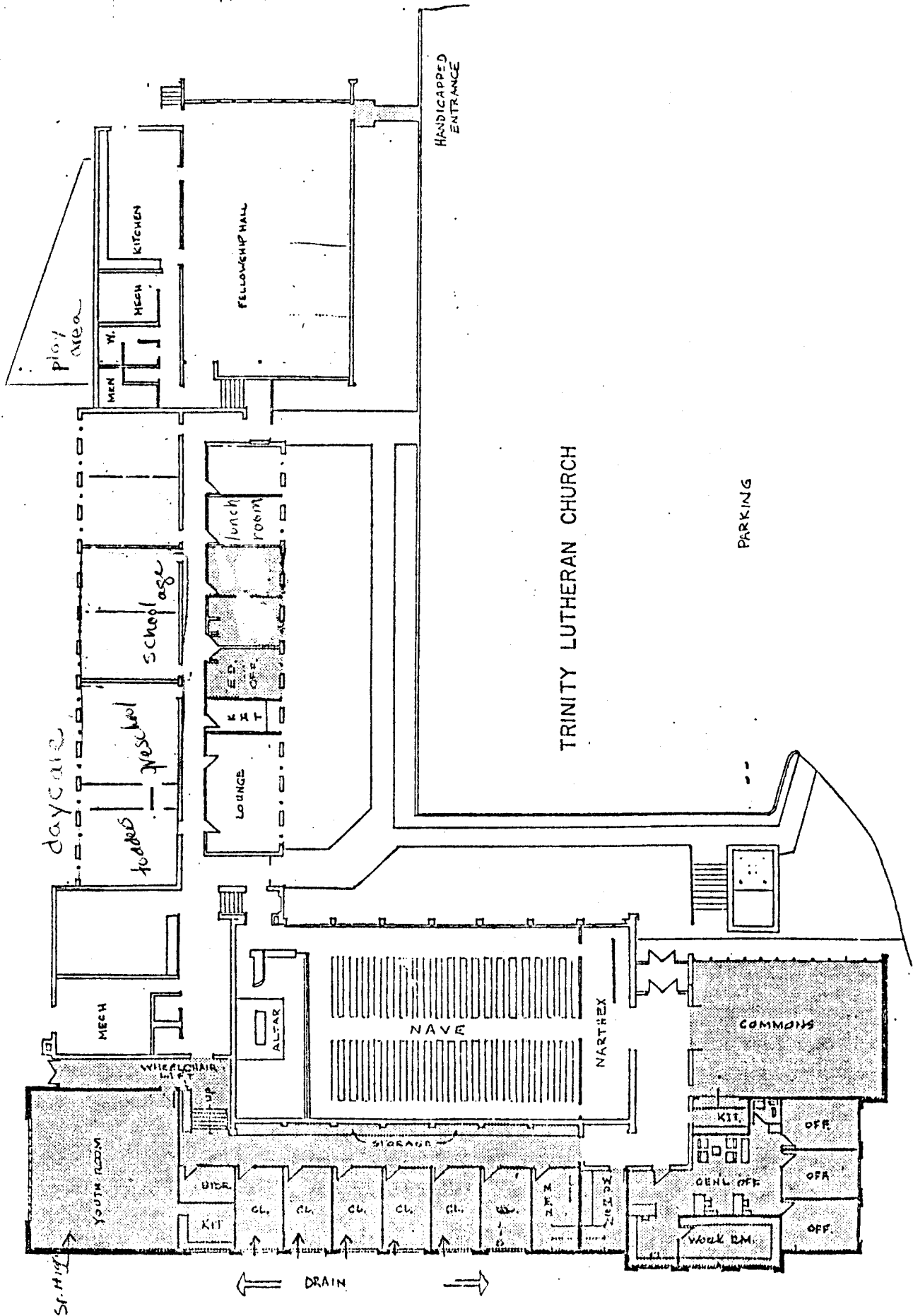
EXCEPT

That part of Lot 7 of the Auditor's Plat of the E $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 36, Twp. 45, Rge. 31, described as follows: Beginning at the Southeast corner of Lot 5, Block 1, Woodland Park Addition to Brainerd, thence North assumed bearing 155.00 feet along the East line of said Block 1, thence North 89 degrees 52 minutes East 125.00 feet along the South line of the North 200 feet of said Lot 7, thence South 38 degrees 49 minutes 55 seconds West 199.35 feet to the place of beginning.

* * * * *

2

NORTH



No. 106Date March 19, 1991

CONDITIONAL USE
APPLICATION FOR VARIANCE ORDINANCE NO. 812

Property Address 1420 S. 6th St., Brainerd, MN

Legal Description Lot 7

Block Sec. 36

Subdivision Auditor's Plat

Owner Address Trinity Lutheran Church
1420 S. 6th St.
Brainerd, MN 56401Request
Conditional Use PermitReason
Daycare in R-1 Zone

Applicant Signature

Janette Repberg
Daycare Director

PROPERTY OWNERS WITHIN 350 FEET:

NameAddressTimothy Holtan 622 Willow St. Brainerd, MN 56401Harold and Donna Smith 4142 Pine Beach Rd. Brd MN 56401Leonard and Karen Oseland 409 SW 6th St. Brd., MN 56401New Expansions, Inc. Rt. 6 Box 426 Bemidji, MN 56601Roderick and Janet Brixins Box 17 Lastrup, MN 56334Jeffrey Lenz 1318 S. 7th St. Brd., MN 56401Jacquelyn MacDonald 1324 S. 7th St., Brd, MN 56401Tom Thumb Food Markets 110 E. 17th St. Hastings, MN 55033Daniel and Susan Kuhn 1312 S. 7th St. Brd., MN 565401

(Continue on Page 2)

Planning Commission Findings:

Date Approved 4-10-91

City Council

Date Approved 4-15-91

Amount Paid

\$50.00

Date Paid

3/19/91

Receipt No.

A6614

Each Application Three Copies

NAMEADDRESS

✓ Inez Kaser 1523 Mary St. Brd, MN 56401

✓ Viking Hedin 1605 Mary St Brd, MN 56401

✓ Raymond & Patricia Lindberg 1504 Mary St. Brd, MN 56401

✓ Michael & Heather Wedding 1508 Mary St. Brd, MN 56401

✓ Virginia Niemala 1512 Mary St. Brd, MN 56401

✓ Tom & Jacqueline Mehr 1516 Mary ST. Brd, MN 56401

✓ Arlen Damlo 1524 Mary St. Brd, MN 56401

✓ Gordon Westgaard 1420 Mary ST. Brd, MN 56401

✓ Bruce & Julie Hauck 59K Ahrens Hill Brd, MN 56401

Max Ruttger 506 Cedar St. Brd.

Linda Harris 1206 Park St.

Southern Oil Co of Ny. P.O. Box 14000, Lexington Ky
#0512

NAMEADDRESS

✓ Keith & Jan Roberts 1214 Park St. Brd, MN 56401

✓ Dennis & Janet Olson 1399 9th Ave Apt. 1302 San Diego, CA 92101

✓ North Central Comm. Dev. Corp. 1216 S. 6th St. Brd, MN 56401

✓ Earl Athman 1210 S. 6th St. Brd, MN 56401

✓ Louis & Alice Carlson 1887 Windy Ridge Rd N. Brd, MN 56401

✓ Ronald & Alice Trotter Trotter's Lakeshore Resort Rt 2 Aitkin, MN 5

✓ Conrad & Sabina Anderson 502 Vine St. Brd, MN 56401

✓ Vicki & Wayne Nichols 197 Michelle Cir Baxter, MN 56401

✓ Robert Billman 3333 Smith Rd Brd, MN 56401

~~Gary # Benjamin 1218 S. 5th St Brd~~

✓ William Grundy 133 Pine Grove St. SW Bemidji, MN 56601

✓ Mrs. Ben Barr 4551 Bronson Rd N Baxter MN 56401

✓ Clara Mellesmoen 623 Willow St Brd, MN 56401

✓ Beverly Johansen 615 Willow St. Brd MN 56401

✓ Gerald Miller 1212 S. 7th St. Brd, MN 56401

SuperAmerica Stations Inc Ashland Oil Inc PO Box 14000 Lexington, KY 40

✓ State of MN Highway Dept Brd, MN 56401

✓ Donald & Judith Johnson 517 Cedar Brd, MN 56401

✓ Gladys & Richard Peterson 509 Cedar St. Brd, MN 56401

✓ Edwin & Helen Lash 503 Cedar St. Brd, MN 56401 829-8892 ✓

✓ Arthur & Dorothy Harting 427 Cedar St. Brd, MN 56401 829-8460 ✓

✓ Paul & Vida Driscoll 415 Cedar St. Brd, MN 56401 829-1145 ✓

✓ Alice Hellen 409 Cedar St. Brd, MN 56401 829-6904 ✓

✓ May Jo Gohl 403 Cedar St. Brd, MN 56401 829-5367 ✓

✓ Jeffrey & Lilia Behr 321 Cedar St. Brd, MN 56401

✓ Roland & Annette Mills 318 Cedar St. Brd, MN 56401

✓ Walter & Joyce Fust 324 Cedar St. Brd, MN 56401

✓ Keith W. Olson 330 Cedar St

✓ Bernard & Lois Brandt PO Box 304 Brd, MN 56401

✓ Michael & Kathryn Dunn 406 Cedar St. Brd, MN 56401

✓ Evelyn Michie 412 Cedar St. Brd, MN 56401

✓ Paul & Sandra Bloom 418 Cedar St. Brd, MN 56401

✓ Wayne & Yvonne Larson 424 Cedar ST. Brd, MN 56401

✓ Alan & Heidi Prael 1411 Mary St Brd, MN 56401

✓ ERma Feriancek 1415 Mary St Brd, MN 56401

✓ Jon & Tedi Stoe 1419 Mary St. Brd, MN 56401

✓ Mark & Carol Embretson 1423 Mary St. Brd, MN 56401

✓ Gregory Rosenberg 219 N. 8th St. Brd, MN 56401

✓ Robert & Phyllis Rossina 1517 Mary St. Brd, MN 56401

NAME	ADDRESS
✓ Warren & Gladys Welton	1400 S. 7th ST. Brd, MN 56401
✓ Donald & Patricia Howitz	1404 S. 7th St. Brd, MN 56401
Richard D. & Linda Krentz Feldt Richard & Jean Lorge	1414 7th St, S. Brd, MN 56401
Donald & Lois Alexson	1407 S. 6th St. Brd, MN 56401
William N. & Evelyn Mathies Barbara Sheffield	418 N. 3rd St 1411 S. 6th St. Brd, MN 56401
William C. Olson	1415 S. 6th St. Brd, MN 56401
Vernon & Jane Dorschner	1422 S. 7th St. Brd, MN 56401
James & Judith Loschko	1428 S. 7th St. Brd, MN 56401
Elmer & Jennie Nordgren	1502 S 7th St. Brd, MN 56401
Richard & Delores Tromblay	1506 S. 7th St Brd, MN 56401
Arnold & Doris Stengel	1510 S. 7th St. Brd, MN 56401
Jon & Debra Luhrs	1524 S. 7th St. Brd, MN 56401
Josephine Mitchell	1419 S. 6th St. Brd, MN 56401
Arthur & Lois Nystrom	1429 S. 6th St. Brd, MN 56401
Norman Klinghagen	1433 S. 6th St. Brd, MN 56401
Gladys Weisz	1507 S. 6th St. Brd, MN 56401
City of Brainerd	City Hall Brd, MN 56401
Dale & Gaylene Parks	1418 S. 7th St. BRD, MN 56401
Ronald & Donald Knoll	1302 S. 6th St. Brd, MN 56401
Alice Tindell	1313 Park St. Brd, MN 56401
L. R. Mielke	1702 Linden Lane Brd, MN 56401
William & Linda Beasley	1706 Linden Lane Brd, MN 56401
✓ Robert Ferris	70 West Rd. Circle Pines, MN 55014
✓ Anton & Elsie Mons	315 Cedar St. Brd, MN 56401
✓ Marie Schuety	1305 Park St. Brd. MN 56401
✓ Allard & Marcellene Kraemer	1302 Park St. Brd, MN 56401
✓ Wayne & Joanne Hayes	1225 Park St. Brd, MN 56401
✓ Leonard & Lillian Rosenthal	1209 Park St. Brd, MN 56401
✓ Joseph & Dorothy Straka	1207 Park St. Brd, MN 56401
✓ Gerald & Rebecca Young	578 Narrow Ln Rd S.E. Brd, MN 56401
✓ Susan Hollister	1208 S. 5th ST. Brd, MN 56401
✓ Herbert & Harriett Christensen	1205 Park St. Brd, MN 56401
✓ Roy & Gladys Pike	Box 471 Brd, MN 56401
✓ Norbert & Geraldine Ackerman	1324 Park St. Brd, MN 56401
✓ Bernice Cummins	1310 Park St. Brd, MN 56401
✓ Cheryl & Robin Clark	507 S. 6th St. Brd, MN 56401
✓ Mark & Deanna Witter	1224 Park St. Brd, MN 56401



Brainerd City Council Agenda Request

Requested Meeting Date: May 4, 2020

Title of Item: Final Reading - Proposed Ordinance No. 1504 - An Ordinance To Rezone Property At 1420 S. 6th St. From an R-1 District To a B-2 District

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Community Development Director	Department: Community Development
Presenter (Name & Title): David Chanski, CDD	Estimated Time Needed: 2 minutes
Summary of Issue: Becky Dryburgh has submitted a request on behalf of Trinity Lutheran Church, 1420 S. 6th St., Brainerd, MN 56401, to rezone the property from an R-1 (Single Family Residential) District to a B-2(Neighborhood Business) District. The purpose of this rezoning is to bring Trinity Children's Center (TCC) into compliance with the Zoning Code. TCC's current CUP is considered legal non-conforming.	
Alternatives, Options, Effects on Others/Comments: During their regular meeting on April 20, the Planning Commission voted unanimously to approve this rezoning request, adding the finding of fact that this request complies with Goal 1 of the Land Use Chapter of the Comprehensive Plan, which states "Support mixed-use development that is focused on integration instead of the separation of land uses." The City Council held the first reading of this proposed ordinance during their regular meeting on April 20, 2020.	
Recommended Action/Motion: 1) Motion to hold/dispense with the final reading of Proposed Ordinance No. 1504, an Ordinance Amending Ordinance No. 812 Pertaining to the Zoning in the City of Brainerd for 1420 S 6th St. from an R-1 to a B-2. 2) Motion to adopt Proposed Ordinance No. 1504, an Ordinance Amending Ordinance No. 812 Pertaining to the Zoning in the City of Brainerd for 1420 S 6th St. from an R-1 to a B-2.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	

**ORDINANCE
NO. 1504**

**AN ORDINANCE AMENDING ORDINANCE NO. 812
PERTAINING TO THE ZONING IN THE CITY OF BRAINERD**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That existing Section 515-04-02 of the Brainerd City Code is hereby amended by changing the zoning designation of the property below from an R-1 (Single-Family Residential) District to a B-2 (Neighborhood Business) District for the following:

PIN 41361048

*N 771 Ft of Lot 7 Except Part to Gilmer, and Also Except the Following Described Parcel; That Part of Lot 7, Desc as; Comm at the SE Corner of Black 317, 1st Addition to Brainerd.
Section 36, Township 45, Range 031*

SECTION TWO: This Ordinance shall take effect and be in force one week from and after its publication.

Adopted this ____ day of _____, 2020

GABE JOHNSON
President of the Council

Approved this ____ day of _____, 2020

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Published: One Time, _____, 2020

City of Brainerd Community Development Department

TO: Planning Commission

FROM: David Chanski, Community Development Director

DATE: April 9, 2020

RE: Trinity Lutheran Church Rezoning

Becky Dryburgh has submitted a request on behalf of Trinity Lutheran Church, 1420 S. 6th St., Brainerd, MN 56401, to rezone the property from R-1 (Single Family Residential) District to B-2 (Neighborhood Business) District.

The purpose of this rezoning is to bring Trinity Children's Center (TCC) into compliance with the Zoning Code. TCC's current CUP is considered legal non-conforming. While TCC may continue to operate under such a designation, it cannot expand in any way. TCC has submitted a request to the Minnesota Department of Human Service to increase its occupancy to 71 students. However, an increase in TCC's occupancy is not allowed as it is considered legal non-conforming. Additionally, MDHS will not approve such an increase until the City approves it.

The Planning Commission tabled a requested CUP amendment during their February 19 meeting because of TCC's legal non-conforming status. As a result, Trinity Lutheran Church has submitted a request to rezone their property, from which TCC operates, from R-1 to B-2 in order to bring TCC's CUP back into compliance with the Zoning Code.

Findings of Fact

1. Trinity Lutheran Church is located in a R-1 (Single Family Residential) District.
2. The operation of a church is permitted as a conditional use in a [R-1 District](#) with the following conditions:
 - a. Side yards shall be thirty (30) feet.
 - b. Adequate screening from abutting residential uses and landscaping is provided in compliance with Section 20 of this Ordinance.
 - c. Adequate off-street parking and access is provided on the site or on lots directly abutting or directly across a public street or alley to the principal use in compliance with Section 22 of this Ordinance and that such parking is adequately screened and landscaped from surrounding and abutting residential uses in compliance with Section 20 of this Ordinance.
 - d. Adequate off-street loading and service entrances are provided and regulated where applicable by Section 23 of this Ordinance.
3. The operation of a church is permitted as a conditional use in a B-2 District with the following conditions:
 - a. Side yards shall be thirty (30) feet.

- b. Screening from abutting residential uses and landscaping is provided in compliance with Section 20 of this Ordinance.
 - c. Off-street parking and access is provided on the site or on lots directly abutting or directly across a public street or alley to the principal use in compliance with Section 22 of this Ordinance and that such parking is adequately screened and landscaped from surrounding and abutting residential uses.
- 4. It is staff's opinion that the requested rezoning should not negatively affect Trinity Lutheran Church's current CUP in any way.
 - 5. The requested rezoning would bring Trinity Children's Center (a ministry of Trinity Lutheran Church) into compliance with the zoning code as commercial day care facilities are a conditional use in B-2 Districts.

As of this writing, one adjacent property owner has contacted the Community Development Department with questions or concerns about this requested rezoning. The property owner provided his full support of this request.

Staff Opinion

Staff recommends approval of this rezoning application.



NOTICE OF HEARING

Notice is hereby given that Becky Dryburgh has submitted a request on behalf of Trinity Lutheran Church, 1420 S. 6th St., Brainerd, MN 56401, to rezone the property at 1420 S. 6th St. from an R-1 (Single Family Residential) District to B-2 (Neighborhood Business) District. The purpose of this rezoning is to bring Trinity Children's Center (a ministry of Trinity Lutheran Church) into compliance with the Zoning Code.

The legal description of the property is as follows:

N 771 Ft of Lot 7 Except Part to Gilmer, and Also Except the Following Described Parcel; That Part of Lot 7, Desc as; Comm at the SE Corner of Black 317, 1st Addition to Brainerd.

P.I.N. 41361048

Section 36, Township 45, Range 031

A Public Hearing to consider this rezoning request will be conducted by the Brainerd Planning Commission at 6:00 p.m. on Wednesday, April 15, 2020.

In accordance with the requirements of Minn. Stat. Section 13D.021, Jennifer Bergman, the City Administrator, has determined that an in-person meeting is not practical or prudent because of a health pandemic declared under Chapter 12 of the Minnesota Statutes.

Because of the health pandemic, it has been determined that attendance at the regular meeting location by members of the public is not feasible.

Because of the health pandemic, it has been determined that the physical presence at the regular meeting location by at least one member of the body, chief legal counsel or chief administrative officer is not feasible.

Therefore, some or all of the City Council members may be participating by telephone or other electronic means.

Members of the public may monitor the meeting via phone. Information regarding how to attend this virtual meeting will be posted to the City's website (ci.brainerd.mn.us) by 4:30pm on Friday, April 10, 2020.

Please submit comments regarding this rezoning request to Community Development Director David Chanski at dchanski@ci.brainerd.mn.us. Comments can also be mail to City Hall at 501 Laurel St., Brainerd, MN 56401 or submitted via the dropbox located on the west side of City Hall.

The public is invited to attend the hearing to offer input regarding the proposed rezoning. Any individual needing special accommodations please call (218) 828-2307.

Dated this 3rd day of April 2020

Publication Date: April 5, 2020

David C. Chanski, MPA
Community Development Director

David Chanski

From: Chris Hanneken <Chris@hannekeninsurance.com>
Sent: Monday, April 6, 2020 5:15 PM
To: David Chanski
Subject: {external} public hearing

I am responding with comments related to the public hearing that will be held related to the Becky Dryburgh / Trinity Lutheran Church zoning and conditional use permit changes.

As owner of the building located adjacent to this property at 1301 S 6th St, and owner of the business located in that building, I am in full support of approving their request.

Please feel free to contact me if you have additional questions or concerns.

Thank you,

Chris Hanneken
Lazy H Properties, LLC
Hanneken Insurance Agency, Inc.
Little Falls / Pierz / Brainerd / Pine River
www.hannekeninsurance.com