

CITY COUNCIL AGENDA

Brainerd, Minnesota

May 18, 2020

7:30 P.M.

WebEx Teleconference Meeting

Call Toll-Free: 844-992-4726

Access Code: 965 799 510

1. Call To Order - 7:30 PM

2. Roll Call

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

___ K. Bevans ___ W. Erickson ___ G. Johnson ___ Mayor Badeaux

3. Approval Of Agenda - Voice Vote

4. 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 May 4, 2020

Documents:

20200504_CC draft.pdf

B. Approval Of Licenses

- Contractor Licenses - 7

Documents:

Contractor Report 2020-05-13.pdf

C. Department Activity Reports

1. Police Chief
2. Finance Director

Documents:

Police Chief Report.pdf

D. Police Department Carpet Change To Remodel Project

Documents:

PD Carpet.pdf

5. Council Committee Reports

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

WebEx Teleconference Meeting Information

- Call Toll Free - 844-992-4726
- Access Code - 969 704 656

Documents:

20200518_PF.pdf

1. Approval Of Bills
2. Request From Brainerd Community Action For 4th Of July Fireworks Donation

Documents:

BCA Fireworks Donation Request.pdf

3. Small Business Relief Grant

Documents:

Small Business Relief Grant.pdf

4. Request For Funds To Conduct Marketing Campaign

Documents:

Request for Funds to Conduct Marketing Campaign.pdf

5. Termination Of Memorandum Of Agreement (MOA) With HRA For Administration Of Revolving Loan Program

Documents:

Termination of MOA with HRA.pdf

B. Safety And Public Works Committee - 6:30 P.M.

WebEx Teleconference Meeting Information

- Call Toll Free - 844-992-4726
- Access Code - 969 955 776

Documents:

20200518_SPW.pdf

1. Event Application - Corpus Christi Processional

Documents:

Event Application - Corpus Christi Processional.pdf

2. Event Application - Produce Pop-Up

Documents:

Event App Produce Pop-Up.pdf

3. Improvement 20-02 - 2020 Crack Seal Project Quotes

Documents:

Imp 20-02 Quotes.pdf

4. Testing Services - Improvement 19-10 - NE Brainerd Resurfacing Project

Documents:

Testing Services - Imp 19-10 - NE Brainerd Resurfacing Project.pdf

5. Testing Services - Improvements 19-09, 13-21, 19-16, 19-20, And 19-21 - NE Brainerd Reconstruction Project

Documents:

Testing Services IMPs.pdf

6. Sanitary Sewer Infiltration And Inflow Study

Documents:

Sanitary Sewer Infiltration and Inflow Study.pdf

6. Unfinished Business

A. 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 - 1 term (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

7. New Business

A. Consider City Of Brainerd Preparedness Plan/COVID-19 Update

Documents:

Consider Preparedness Plan Agenda Item.pdf

1. (Added Memo) COVID-19 Update

Documents:

Added 20200518 - COVID-19 Update Agenda Item.pdf

B. Resolution Supporting Lake Country Cares

Documents:

LCC Resolution Agenda Item.pdf

C. Appoint Community Members To The R5CM Task Force

Documents:

R5CM Task Force Agenda Item.pdf

D. Conduct Dangerous Dog Hearing

Documents:

Dangerous Dog Agenda Item.pdf

E. Farmer's Market Update

Documents:

Farmers Market Agenda Item.pdf

F. First Reading Of Proposed Ordinance No. 1508 - Amending Section 900 Of The Brainerd City Code Pertaining To Animals

- a. City Administrator Bergman Recommends to Dispense with the Actual Reading
- b. Hold the First Reading of Proposed Ordinance

Documents:

Ord No. 1508 - First Reading.pdf

G. First Reading And Set Public Hearing - Proposed Ordinance No. 1509 - Amending Section 515-37: Signs Of The Code Of Ordinances

- a. City Administrator Bergman Recommends to Dispense with the Actual Reading
- b. Hold the First Reading of Proposed Ordinance

Documents:

Proposed Ordinance No. 1509.pdf

H. Municipal Separate Storm Sewer System (MS4) Presentation And Public Hearing

Documents:

MS4 Presentation and Public Hearing.pdf

I. Resolution - Accepting Bid - Improvement 19-10 - NE Brainerd Resurfacing Project

Documents:

RES - Accepting Bids - Imp 19-10.pdf

J. Resolution - Accepting Bid - Improvements 19-09, 13-21, 19-16, 19-20, And 19-21 - NE Brainerd Reconstruction Project

Documents:

Res - Accepting Bids - IMPs.pdf

8. Public Forum

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

9. Staff Reports

(Verbal: Any Updates since Packet)

10. Council Member Reports

11. Adjourn

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

Call Toll-Free: 844-992-4726

Access Code: 969 704 656

Safety & Public Works Committee will meet at 6:30 PM via WebEx Teleconference

Call Toll-Free: 844-992-4726

Access Code: 969 955 776

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

MISSION

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

**Brainerd, MN
May 4, 2020**

Pursuant to due call and notice thereof, the regular meeting of the Brainerd City Council via WebEx teleconferencing was called to order at 7:30 P.M. by Council President Johnson.

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

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

Administer Oath of Office to Wayne Erickson

City Administrator Bergman administered the Oath of Office to newly appointed Ward 3 City Council member Wayne Erickson.

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND BEVANS TO APPROVE THE AGENDA.

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

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

A. Approval of the Minutes of the Regular Meeting held on April 20, 2020, and the Special Meeting held on April 27, 2020 - Approved

B. Approval of Licenses - Approved

Contractor Licenses – 1 – New

C. Department Activity Reports - Approved

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

D. Delegation Inspection Services Contract - Approved

E. Resolution Authorizing Execution of Documents for Purchase of Parking Lot – Adopted by Resolution No. 20:20

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

Community Member of the Month

Community Development Director Chanski indicated Tina Jay was nominated for the Community Member of the Month. He stated Ms. Jay held a neighborhood dance party in NE Brainerd that showed gathering and having fun all while practicing social distancing.

Mayor Badeaux indicated these are the types of community involvement activities we like to see residents being nominated for; it is the small things that residents can do to unite the community and neighborhoods.

Council Committee Reports

Personnel and Finance Committee Report

Approval of Bills - Approved

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

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

Additional General Liability Insurance Policy – Approved to Decline

Finance Director Hillman explained the City was offered the ability to purchase an additional rider on the general liability insurance policy for the hydro-dam. She said after discussions with staff and BPU, it was decided to decline the additional rider for this year, and it will be discussed during the 2021 budget session.

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND T. ERICKSON TO ACCEPT STAFF’S RECOMMENDATION TO DECLINE THE PURCHASE OF THE ADDITIONAL RIDER FOR THE MARCH 1, 2020 - FEBRUARY 28, 2021 INSURANCE POLICY DUE TO NOT BEING BUDGETED FOR THIS PERIOD AND FOR THE DISCUSSION TO BE BROUGHT BACK DURING 2021-2022 BUDGET PROCESS.

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

Building Inspector Promotion - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK TO APPROVE THE PROMOTION OF JASON STOCKINGER TO BUILDING INSPECTOR AT STEP 6 OF THE BUILDING INSPECTOR WAGE SCHEDULE.

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

Select Broker to Assist with 2021 Health Insurance Request for Proposals - Approved

HR Director Schubert explained the details involved with researching and selecting health insurance, which can be a very complex process. She stated it was recommended to obtain the

assistance of a broker to complete this process and has received proposals from four different firms.

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND T. ERICKSON TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE RETAINING NORTH RISK PARTNERS AS A BROKER TO ASSIST WITH THE 2021 HEALTH INSURANCE REQUEST FOR PROPOSALS PROCESS IN THE AMOUNT OF \$6,000 TO BE PAID FROM THE GENERAL UNALLOCATED PROFESSIONAL SERVICES BUDGETED LINE ITEM WITH THE SAID COSTS TO BE SPLIT BETWEEN THE CITY, BPU AND HRA BASED ON THE NUMBER OF FULL-TIME EMPLOYEES.

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

Minnesota State Investment Funds – One-Time Exception - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK TO AUTHORIZE STAFF TO PROCEED WITH THE RENEWED OPPORTUNITY TO UTILIZE THE ONE-TIME EXCEPTION OF THE STATE INVESTMENT FUNDS BALANCE TO PROMOTE ECONOMIC DEVELOPMENT.

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

Safety and Public Works Committee Report

Bi-Annual Bridge Safety Inspection Proposals - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND W. ERICKSON TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE PROPOSAL FOR BRIDGE INSPECTION SERVICES FROM BOLTEN AND MENK IN THE PROPOSED COST NOT TO EXCEED \$2,400 TO BE PAID FROM CONSTRUCTION FUND 401.

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

Contract Towing Services - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE ENTERING INTO A TWO-YEAR AGREEMENT WITH COLLINS BROTHERS TOWING OF BRAINERD AND AUTHORIZING SIGNATURES ON THE AGREEMENT DOCUMENT.

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

Cross Jurisdictional Maintenance Agreement with Crow Wing County - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND W. ERICKSON TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE ATTACHED MAINTENANCE

AGREEMENT WITH CROW WING COUNTY AND AUTHORIZE PROPER SIGNATURES ON THE AGREEMENT DOCUMENT.

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

Improvement 20-01 – 2020 Seal Coat Project – Authorization to Bid - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ACCEPT STAFF'S RECOMMENDATION AND AUTHORIZE ADVERTISEMENT OF BIDS FOR THE 2020 SEAL COAT PROJECT WITH BIDS TO BE RECEIVED AND OPENED ON FRIDAY, JUNE 5, 2020 AT 10:00 AM IN THE CITY COUNCIL CHAMBERS AT CITY HALL.

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

Downtown Landscaping Revised Quotes - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND W. ERICKSON TO DIRECT STAFF TO CONTRACT WITH COPPPER CREEK LANDSCAPING FOR DOWNTOWN LANDSCAPING SERVICES IN THE AMOUNT OF \$6,177 WHICH WILL BE ASSESSED TO DOWNTOWN PROPERTY OWNERS.

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

Unfinished Business

Committee Recommendations – Recommended by Mayor Badeaux - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND BEVANS TO APPOINT DAN HEGSTAD TO THE CABLE TV ADVISORY COMMITTEE, WITH AN TERM TO EXPIRE DECEMBER 31, 2021.

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

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 – 1 term (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

City Hall and Police Department Remodel Projects Update - Approved

City Engineer Sandy explained the options of installing a temporary Plexiglas or a permanent glass barrier at the counters of City Hall. He stated staff felt the permanent barrier could serve as a security measure as well as the current need for distancing.

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND LAMBERT TO APPROVE THE INSTALLATION OF THE PERMANENT GLASS BARRIER ON THE SECOND AND THIRD FLOOR COUNTERS OF CITY HALL FOR A TOTAL COST OF \$1,586.

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

Kevin Currie, project manager from Contegrity gave an update of the remodel projects taking place at City Hall and the Police department. He indicated the 3rd floor of City Hall is completed with staff moving back on Tuesday, May 5, 2020. The council chambers will be started this week. He explained the Police Department remodel is going well due to limited staff and no public access. He commended staff at both facilities for the cooperation during the projects.

COVID-19 Update and Discussion - Approved

City Administrator Bergman reviewed the past and current guidelines recommended by the Governor due to COVID-19. She indicated staff has requested the following adjustments for City Hall:

- Engineering Staff-return to City Hall May 5th
- Finance Director and AP Specialist-limited reporting
- Community Development-limited reporting
- Interns-limited reporting

Police Chief McQuiston explained the details of changes and schedules regarding staff at the police department.

Fire Chief Holmes stated he is working on a preparedness plan for when staff returns to work.

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK TO IMPLEMENT THE UPDATED WORK FROM HOME PLAN PRESENTED AS RECOMMENDED IN THE EXECUTIVE ORDER BY THE GOVERNOR.

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

City Administrator Bergman indicated the Governor has made it allowable for businesses to offer curbside pickup. She said as a result, many businesses have requested to resume parking restrictions, effective May 11, 2020, to allow customers to use the parking spaces near the business for curbside pickup.

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND LAMBERT TO RE-ESTABLISH THE PARKING RESTRICTIONS STARTING MAY 11, 2020 AND TO ALLOW

BUSINESS OWNERS THE OPTION TO DISPLAY ONE NON-ENFORCEABLE SIGN TO POST THEIR CURBSIDE PICKUP LOCATION.

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

New Business

First Reading – Proposed Ordinance No. 1507 – An Ordinance Amending Brainerd City Code Section 421 Uniform Fire Code – City Administrator Bergman Recommends to Dispense with the Actual Reading - Approved

Fire Chief Holmes explained the ordinance is simply to update the current uniform fire code to the revised 2020 state adopted fire code.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO DISPENSE WITH THE FIRST READING OF PROPOSED ORDINANCE NO. 1507 – AN ORDINANCE AMENDING BRAINERD CITY CODE 421 UNIFORM FIRE CODE.

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

Resolution – Receiving Feasibility Report and Calling a Public Hearing on Improvement 14-05 – Old Stonebridge Trail Final Lift – Adopted by Resolution 21:20

City Engineer Sandy gave a brief explanation of the details involved with this improvement.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO ADOPT A RESOLUTION RECEIVING THE FEASIBILITY REPORTS AND SETTING THE PUBLIC HEARING ON IMPROVEMENT 14-05 TO TAKE PLACE ON JUNE 1, 2020 AT 7:30 PM.

RESOLUTION 21:20

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

Appoint a Council Member to the Region 5 Children’s Museum (R5CM) Task Force - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO APPOINT ALDERWOMAN LAMBERT AS A MEMBER OF THE REGION 5 CHILDREN’S MUSEUM TASK FORCE.

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

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND BEVANS TO APPOINT MAYOR BADEAUX AS A MEMBER OF THE REGION 5 CHILDREN’S MUSEUM TASK FORCE.

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

MOVED AND SECONDED BY ALDERMEN LAMBERT AND PRITSCHET TO AUTHORIZE STAFF TO OPEN THE APPLICATION PROCESS TO THREE (3) COMMUNITY MEMBERS TO SERVE ON THE R5CM TASK FORCE THROUGH MAY 13, 2020 AT 4:30 P.M.

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

Review Council Appointments - Approved

Mayor Badeaux made recommendations for the following Council Members to serve as liaisons to the following boards and commissions.

- Alderman Johnson to the Brainerd Public Utilities Commission
- Alderman W. Erickson to the Cable TV Advisory Committee
- Alderman W. Erickson to the Rental Housing Board of Appeals Committee
- Mayor Badeaux to remain on the Park Board through 2020

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO APPOINT THE SELECTED COUNCIL MEMBERS TO THE COMMITTEES AS INDICATED ABOVE.

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

Council President Johnson made recommendations for the following Council Members to serve as liaisons to the following boards and commissions.

- Alderman T. Erickson to the Riverfront Committee
- Alderman W. Erickson to the Walkable/Bikeable Committee

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO APPOINT THE SELECTED COUNCIL MEMBERS TO THE COMMITTEES AS INDICATED ABOVE.

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

Mayor Badeaux recommended Alderman T. Erickson be appointed as Council Liaison to the BLAEDC Unified Fund (BUF) Committee.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO APPOINT ALDERMAN T. ERICKSON TO THE BLAEDC COMMITTEE.

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO DIRECT MAYOR BADEAUX TO REMAIN THE LIAISON FOR THE WATER TOWER COMMITTEE.

Mayor Badeaux invited any other interested citizens to apply to be a member of the Water Tower Committee.

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

Planning Commission

Trinity Children’s Center Conditional Use Permit (CUP) Amendment - Approved

Community Development Director Chanski explained the details of the application submitted by Trinity Children’s Center located at 1420 S. 6th Street. He stated an amendment to the existing CUP is needed to allow an increased number of children to be enrolled at the center. He indicated the following conditions are included in the amendment:

- Operating hours 6 am to no later than 7 pm which is mandated by the MN Department of Human Services (MNDHS)
- The City shall be provided a copy of future licenses as issued by MNDHS
- Contingent upon approval of the rezoning ordinance

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS TO APPROVE THE CONDITIONAL USE PERMIT AMENDMENT FOR THE TRINITY CHILDREN’S CENTER AS PRESENTED.

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

Final 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 explained the details of the rezoning application for 1420 S. 6th Street from an R-1 (Single Family Residential) District to a B-2 (Neighborhood Business) District. He stated this rezoning will bring the property back into compliance with the CUP amendment shown above.

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

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

MOVED AND SECONDED BY ALDERMEN LAMBERT AND BEVANS TO ADOPT ORDINANCE NO. 1504 – AN ORDINANCE TO REZONE PROPERTY AT 1420 S 6TH ST. FROM AN R-1 (SINGLE FAMILY RESIDENTIAL) TO A B-2 (NEIGHBORHOOD BUSINESS) DISTRICT.

ORDINANCE NO. 1504

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

Public Forum

The Chair opened the public forum at 9:18 p.m. and directed IT Director Strong to unmute the callers.

No one came forward.

The Chair closed the public forum at 9:18 p.m.

Staff Reports

City Engineer Sandy stated he received some reports regarding activity at the dike that runs across the backwash pond near the Buffalo Hills Trail. He said it was discovered that multiple muskrats and beavers are digging underneath. He explained repairs will be necessary which involves removing pavement on the trail and he will be contacting the DNR regarding the control of the animals.

Community Development Director Chanski announced the Planning Commission is holding a workshop on Wednesday, May 6th at 6:00 pm. He indicated the Economic Development Authority (EDA) is also holding a meeting this week, on Thursday, May 7th at 6:00 pm. Both meetings will be conducted electronically, and the public may call in to attend. He also reminded everyone to register with the 2020 Census.

City Engineer Sandy indicated the City took control of Riverside Drive on May 1st and the speed limit has been dropped to 30 mph which is a state statute.

City Administrator Bergman gave an update on the downtown Farmer's Market and will hopefully have a designated group to lead that event by the May 18th Council meeting. She announced the EDA will be discussing potential economic programs that may be available for our business community at the May 7th meeting.

Council Member Reports

Council Member Johnson announced interviews are taking place for the Executive Director position at the Brainerd HRA May 27th, 2020.

Council Member Pritschet thanked staff for all the hard work in transitioning during this epidemic.

Adjourn

The Chair adjourned at 9:30 p.m.

Jennifer Bergman
City Administrator

Contractor List

05/13/2020

Contractor Name	Address	Local License #	Licensee Type
G&S EXCAVATING LLC Shon H. Jensen	4334 ROY LAKE DR (218) 820-3927	2020-0001	Excavator
KASSULKER CONCRETE LLC Randy Kassulker	16200 MILES CIR (218) 851-5679	2020-0001	Masonry
KOSEC CONSTRUCTION, LLC Tom Kosec	PO BOX 2794 (218) 838-7602	2020-0004	Excavator
MID-STATE INSULATION, INC Raymond Nagle	1109 HOLLINGER STREET (218) 732-7036	2020-0001	Insulation
PROPERTY SOLUTIONS DBA MICHAEL SCOTT	31244 FRONT ST (218) 568 1198	2020-0001	Plumbing Contractor
VANVICKLE MASONRY, LLC Travis VanVickle	5841 112TH ST SW (218) 820-3178	2020-0002	Masonry
W GOHMAN CONSTSRUCTION TIM ELNESS	815 E COUNTY ROAD 75 PO BOX 250 (320) 363-7781	2020-0001	General Commerical

Totals: 7

Population: All Records

Licensee.DateRegistered Between 4/30/2020 12:00:00 AM AND 5/13/2020 12:00:00 AM

**BRAINERD POLICE DEPARTMENT
MEMORANDUM**

TO: Brainerd City Council
FROM: Police Chief Corky McQuiston
DATE: 05-13-20
RE: Monthly Report



Policing Trend Changes During Pandemic

The statistics routinely listed at the end of our monthly reports show the comparison of the monthly data for the current year to the year prior. This month's report shows a very significant difference in the department's Initial Complaint Reports (ICRs) from April 2019 to April of 2020 with a decrease of about **406 ICRs**.

The first chart below illustrates some of our most common activity. The most significant changes revolve around traffic and traffic enforcement. **Our overall drop in ICRs is about 29%**. We receive daily updates from the Minnesota Department of Public Safety related to COVID-19. These updates include traffic counts for both statewide and the metropolitan area. The second graph shows these **traffic counts and the decrease from normal is about 31%** which almost mirrors our reduction in activity.

Consequently, it comes as no surprise that our traffic contacts and property damage crashes show the second and third highest reduction in activity levels, only behind parking enforcement activity. Criminal Interdiction through traffic enforcement is one of the police department's most important functions related to overall community safety.

Deaths, injuries, and the related monetary losses resulting from traffic crashes have always been more than all other crime combined. In addition to making the roadways safer, proactive criminal traffic interdiction activity leads to drug arrests, warrant arrests, detects other criminal activity, and helps develop investigative intelligence.

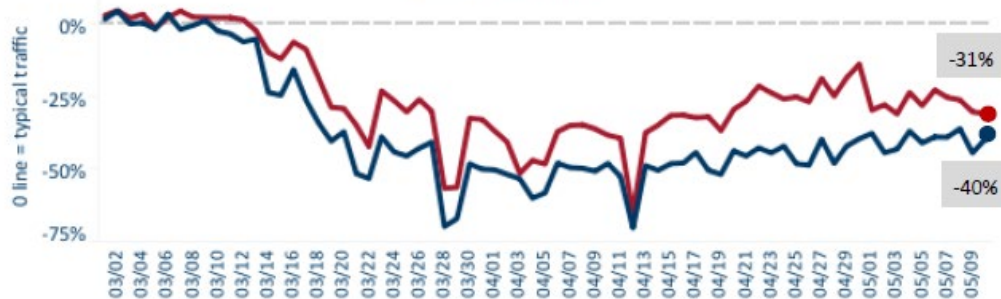
We anticipate that traffic volumes will start to increase as the pandemic event goes on. We will work with staff to ensure safe measures are in place to protect the public and officers from the spread of COVID 19, while recognizing the need for us to develop best operating practices to adapt to working in this pandemic environment to continue to make our community as safe as possible through proven proactive police work.

Title	2019	2020	Change
Property Damage Accidents	39	13	-67%
Personal Injury Accidents	1	2	
Domestic Disturbance	27	20	-26%
Assault	7	6	
Disturbance	59	52	-11%
Fight	2	1	
Noise Complaint	27	33	
Theft	26	25	
Suspicious Activity	37	34	
Suspicious Person	18	21	+16%
Driving Complaint	24	33	+36%
Threats	7	7	
Information	65	81	+24%
Intoxicated Person	10	13	+30%
Missing Person	12	17	+42%
EMS	89	100	+12%
Public Assist	32	14	-56%
Welfare Check	40	49	+23%
Traffic Stops	269	46	-83%
Parking Complaint	103	12	-88%
Gun Permits	11	20	+82%

SOCIAL DISTANCING

% DECREASE FROM TYPICAL FREEWAY TRAFFIC

METRO | STATEWIDE



SOURCE: MINNESOTA DEPARTMENT OF TRANSPORTATION, MET COUNCIL

The first chart above also shows some interesting **increases** in call types. The increased activity compared to 2019 are shown in **Red**. Leading the list in increases is gun permits. As you can see from the April of the prior year the gun permits almost doubled going up 82% from 11 to 22.

To put this in perspective we experience spikes in Gun Permits. Sometimes these can be related to political trends or proposed/anticipated in legislative changes involving handguns and assault style rifles. By comparison, this year we processed 4 in January, 17 in February, and 19 in March. Overall, in 2019 we processed 110 Gun Permits which averages out to just over 9 a month.

The next highest increase is in Missing Person Reports. These reports mostly consist of juveniles that take off from one of the juvenile group home/juvenile treatment centers located in the city limits. Many of these children are placed here by the courts or other county services from outside our area and are not residents of Brainerd.

Police Department Promotions in April

New Lieutenant

Effective April 7th, Sergeant Michael Kulzer was promoted to Lieutenant. Mike started with our department in June of 2009. Mike was promoted to Sergeant in August of 2016. As a Sergeant and Patrol Officer he was involved with the multi-agency tactical team and was assigned as a Field Training Officer. As a Sergeant Mike took over supervising the Field Training Unit.





New Sergeant

On April 21st, Police Officer Paul Rosier's promotion to Sergeant took effect. This promotion was to backfill for the vacancy created by the promotion of Michael Kulzer to Lieutenant.

Paul was hired in June of 2013. Most of you probably recall that Paul was selected as

the Outstanding Community Service Provider receiving the Distinguished Service Award for this from the Brainerd Jayees last year.

Paul has recently been assigned to the Field Training Unit and is responsible for the department's Coffee with a Cop program. Paul has also been assigned in the past to Drug Court duties and as the back-up School Resource Officer to fill in during Officer Schreifels' absence.

Body Worn Camera Data Report



Month	Number of Videos	Hours of Videos	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
March	1345	252 Hours	469.5 GB	349 MB	11.26 Minutes	43
April	2096	398 Hours	766 GB	365 MB	11.53 Minutes	67

Conduct on Premises Activity Report for April

ICR	Date Reported	Title	Address	Summary
20004622	04/18/20	Conduct on Premises	912 Oak Street	Subsequent disorderly use. Written Management Plan requested.
20004783	04/24/20	Conduct on Premises	513 North 9 th Street	Conduct on Premises
20004964	04/28/20	Conduct on Premises	612 Norwood Street	Subsequent disorderly use. Written Management Plan requested.

Monthly Police Activity

April	2020	2019
Calls	971	1377
Citations (Inc. Parking)	69	255
Part I and Part II Crimes Reported	**	207

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

** Note: Transitioning to NIBRS reporting

2 parking tickets were issued in the month of April with the following dispositions:

Revenue Recapture Receipts:

To Date: \$ 53,701.08

In 2020: \$ 5,861.00

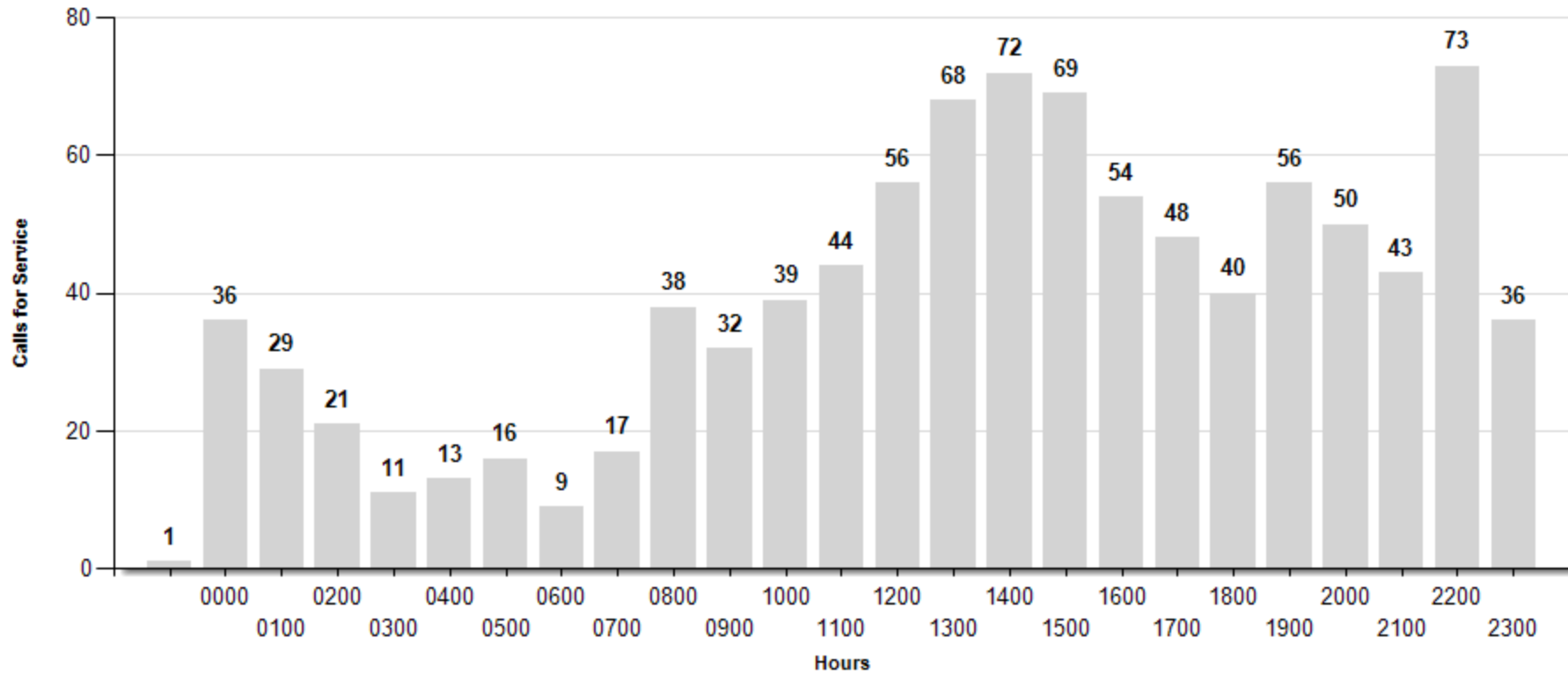
0	Dismissed
0	Business Validations
0	Paid in Full
0	Partial Payments Received
2	No Payment Received



Calls for Service Hourly

4/1/2020 to 4/30/2020

Total Calls: 1014





Brainerd City Council Agenda Request

Requested Meeting Date: May 18th, 2020

Title of Item: Police Department Carpet Change to Remodel Project

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) *provide copy of published hearing notice ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading
Submitted by: Police Chief McQuiston	Department: Police
Presenter (Name & Title): Police Chief McQuiston	Estimated Time Needed: 5 minutes
Summary of Issue: Prior to the remodeling project commencing we had made attempts to have the carpet cleaned in our squad room and sergeant office areas, however the carpet is soiled and worn to the extent that cleaning has no effect on it. With the rooms vacated currently for the window replacement the timing is perfect while we have staff temporarily working in other areas of the facility to replace this carpet now.	
Alternatives, Options, Effects on Others/Comments: We've reviewed this with the construction project manager and he has received a quote from the vendor Dorholt that already is being utilized for the project. Dorholt has quoted this additional cost at \$8876, and covers the areas described in the attachment. The "blue" area in the attachment is the squad room and sergeants office. This increased cost is still well within the 15% contingency that was allowed for the project.	
Recommended Action/Motion: Approve the increase cost in the police department remodeling project of \$8876 to replace carpeting not identified in the original plan.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ 8,876 Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	

Contrgrity Group direction in red - 5/12/20

Use Proposed additional carpet
Intrinsic-Inherent 2726 Brick in these rooms.

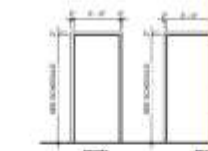
Don't do these areas

Use original
- CPT-1(walk-off) here

Brown areas , use owners walk-off

Green areas , new carpet , rubber base

Blue areas , new carpet , rubber base , demo

[illegible][illegible]



Police Department Squad Room Carpeting

Dark color is clean carpeting under protective floor mats.

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

**May 18, 2020
6:45 PM**

**WebEx Teleconference Meeting
Call Toll-Free: 844-992-4726
Access Code: 969 704 656**

1. Approval of Bills
2. Request from Brainerd Community Action for 4th of July Fireworks Donation
3. Small Business Relief Grant
4. Request for Funds to Conduct Marketing Program
5. Termination of Memorandum of Agreement (MOA) with HRA for Administration of Revolving Loan Program



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Request from BCA for 4th of July Fireworks Donation

☐ 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): Executive Director of BCA Dave Badeaux/Connie Hillman	Estimated Time Needed: 5 Minutes
Summary of Issue: Please see the attached 4th of July celebration update from Brainerd Community Action's Executive Director.	
Alternatives, Options, Effects on Others/Comments: Historically we have used the special projects budget line item for the fireworks/celebration donation. Below is a history of the donations: 2019 - \$8,000; 2018 - \$8,000; 2017 - \$8,000; 2016 - \$8,000; 2015 - \$7,500; 2014 - \$8,500; 2013 - \$8,000; 2012 - \$5,000; 2011 - \$5,000; 2010 - \$0. There was \$28,000 budgeted for special projects in 2020. We have spent \$0 of the budget, and at this point nothing has been allocated from this line item.	
Recommended Action/Motion: Approve the request from Brainerd Community Action for a donation for 4th of July fireworks; further to authorize the payment to be made after June 2, 2020 when it is known that the event will be held due to COVID-19.	
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 The funds budgeted for special projects. <u>Please Explain:</u>	

4th of July Celebration

Each year Brainerd Community Action (BCA) hosts numerous annual events, that attract thousands of people into The Brainerd Lakes Area and throughout our communities. We understand that things are moving along differently this year, but we want to make sure that we are continuing to prepare for the future even though there is still some uncertainty as to what that will bring. It is our goal to continue to plan ahead and make sure we are ready when the time arises.

At this current time, we are working on formulating our plans moving into the busy summer schedule and want to ensure everyone that our priority is the safety and health of our community. We are not prepared at this moment to make an announcement as to the ultimate status of events but would like to communicate with everyone about what timelines moving forward might look like. Some events can be rescheduled to other dates. However, the 4th of July will present itself on the same day it does every year. Because of this we ask that you prepare for the possibility that the activities that have traditionally been a part of our celebration may have to take a year off. We understand that may not be ideal, and we hold onto hope that things will progress in a fashion that will allow us to celebrate our nation in as traditional a way as possible. However, it is best at this time that we begin the process of redefining what this year's events may look like.

Brainerd Community Action will continue to evaluate the situation and work with our partners so that we are able to give our area some form of a celebration. The scope and dynamics of this will continue to change, but the end goal of being able to help give a moment of reprieve and a chance for us to collectively band together as a community and a nation will remain.

Ideal Scenario for 2020

In a perfect world we would continue as originally planned with the 4th of July festivities. Sadly, this year the world is anything but perfect and some alterations have already needed to be made. The number one priority is the safety of the citizens. We will continue to evaluate and adjust our plans, but we remain focused of holding some form of celebration of this year's 4th.

Adjusted Timeline as Needed

After speaking to both Police Chief McQuiston and Fire Chief and Emergency Manager Holmes with the City of Brainerd, BCA has set up the following timeline for making the final decision on the events of the fourth. **A 30-day notice** is needed for us to be able to make the needed arrangements with all involved in order to run a successful and safe event. This puts us at an **absolute date of Monday June 1st** in order to coordinate and get the needed pieces in place. Beyond that point things would need to be altered and reduced.

Reduced Activities

Our goal is to continue to offer some form of celebration and release for our community. The fourth of July means a lot to the Brainerd Lakes Area and we want to continue that tradition even if the events need to change. The spirit of the fourth will remain.

The goal for this year is to ensure that we offer the citizens of the Brainerd / Baxter area an opportunity to continue to celebrate our nation and all that means to us. BCA feels that this year it is more important than ever that we give our community a chance to celebrate and exhale some of the stress that has been accumulating in all of us.

The number one goal for us is to make sure that we put on a firework display at the bare minimum. It may not be the format that people are used to. However, it is our goal to make sure that this portion of our Fourth of July remains intact.

If everything else fails, and we are still in a scenario where it is unsafe to gather, Brainerd Community Action would like to ensure that the citizens of The Brainerd Lakes Area are able to see the sky light up in the way that we accustomed to on our nations birthday.

Beyond that we are formulating alternatives and preparing for the hard decisions that will need to be made on portions of the event that involve gathering of large groups. The parade, entertainment, and location of the event are all being looked at separately so that we can make the best decision on each item and the collective safety of all involved.

What We Need From Our Partnering Cities

Brainerd Community Action will continue to monitor the situation and adjust accordingly. However, it is important for us to plan ahead and prepare as best we can for whatever situation we may find ourselves in. What we ask of both our cities, Brainerd and Baxter, is that they continue to support the fireworks portion of this important event for our area and understand that there may be some changes that need to be made along the way.

Thank you for you continued community support.



Dave Badeaux
Executive Director
Brainerd Community Action



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Small Business Relief Grant

☐ 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: In the wake of the many effects of the COVID-19 pandemic, the EDA is proposing a small business relief grant to be managed by the EDA. This grant would provide \$3,000 to eligible businesses for such things as safety equipment, lease/mortgage payments, payroll obligations, utilities, property taxes, and other business expenses that can't be paid as a direct result of the COVID-19 pandemic. The EDA is requesting that the City Council transfer \$90,000 of the City's state MIF funds to the EDA to support this grant.	
Alternatives, Options, Effects on Others/Comments: Please see the attached guidelines for further detail regarding this grant. Should the City Council approve this request, the EDA will hold a special meeting on May 19 to formally approve the guidelines and implement the grant.	
Recommended Action/Motion: Motion to transfer \$90,000 in state MIF funds out of Fund 217 to the Brainerd Economic Development Authority to fund the Small Business Relief Grant.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ 90,000 Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	

Brainerd Economic Development Authority Small Business Relief Grant

Eligibility

Be an eligible business type

Eligible business types include locally owned and operated businesses noted in Executive Orders 20-04 and 20-08, including but not limited to:

- Restaurants, cafes, coffeehouses and other places of public accommodation offering food or beverage for on-premises consumption.
- Taverns, brew pubs, microbreweries, distilleries, wineries, tasting rooms and other places of public accommodation offering alcoholic beverages for on-premises consumption.
- Gymnasiums, fitness centers, indoor sports facilities, indoor exercise facilities, exercise studios, businesses offering massage therapy or similar body work, spas, salons, nail salons, cosmetology salons and barber shops. This includes, but is not limited to, all salons and shops licensed by the Minnesota Board of Cosmetologist Examiners and the Minnesota Board of Barber Examiners.
- Art and music studios.
- Bowling alleys, skating rinks and other similar recreational or entertainment facilities.
- Retail businesses of all kinds.
- Other businesses as approved by the EDA.

Located inside city limits:

The business shall have a physical business address within the city and have been operating within the city long enough to demonstrate financial viability.

Employ not more than 10 employees

The business should employ no more than 10 FTE employees prior to the issuance of the State of Minnesota Emergency Executive Order 20-04 (March 16, 2020). Businesses with more than 10 employees will be considered on a case-by-case basis by the EDA Board of Commissioners.

In operation

The business must have been in operation as of March 1, 2020 and hold an active lease/mortgage/own the business's physical location.

Be in good standing with the city

All businesses must:

- Be a conforming or legally nonconforming use under the current zoning regulations of the city
- Not be in violation of the city's zoning code
- Not have any delinquent taxes, bills or charges due to the city
- Must be current with all required permits and licenses
- Active registration with the State of Minnesota

Amount

Businesses may apply for a one-time emergency grant of up to \$3,000.

Application Window

Grant applications will be received from May 25, 2020 until funds are exhausted or Friday, June 12, whichever comes first. \$90,000 has been allocated to the EDA from the Brainerd City Council to support this grant. Fully completed applications will be reviewed and considered as they are received.

Term

All grant funds must be used within two months of the grant contract being fully executed.

Uses

Awarded funds may be used exclusively for safety equipment (e.g. masks, gloves, cough shields, etc.), current payroll obligations (may not include employees who are currently laid off), lease or mortgage payments, utilities, accounts payable, property taxes and other critical business expenses that can't be paid as a direct result of the COVID-19 pandemic. Awarded funds may not be used for business owner's/manager's personal uses or expenses.

Disbursement of funds

Funds will be distributed via check within 7 business days after a fully executed grant agreement has been received.

Termination

The EDA retains the right to terminate any agreement under the emergency assistance program if a grant recipient is found to be in violation of any conditions set forth in the grant guidelines or grant agreement.

Right to deny

The EDA retains the right to deny any application for grant funding.

Grant Agreement

After an applicant has been selected to receive funds, the grant recipient will enter into a grant agreement with the EDA. Funds will not be distributed for any grant award until a grant agreement has been executed by all required parties.

Reporting

As a condition for receiving grant funding, all grant recipients are required to submit a brief report to the EDA within two months after receiving grant funds, specifying how the grant funds were used and providing evidence in the form of paid invoices, statements or similar documentation. Funds used on ineligible uses must be immediately repaid to the EDA.

Funding Availability

The small business relief grant has been funded to the amount of \$90,000, and grants will be provided to businesses that meet eligibility requirements. Funding will be provided until Friday, June 12 or the funds are exhausted, whichever comes first.

Grant Funds as Taxable Income

*insert language detailing that income is taxable

Indemnification

All grant recipients will be required to indemnify the City of Brainerd, the Brainerd Economic Development Authority, and any officers acting on their behalf.

Ineligible businesses

Assistance cannot be provided to businesses or nonprofits that:

- Do not have a physical business address within the City of Brainerd
- Are home-based or internet-based businesses
- Derive income from passive investments without operational ties to operating businesses
- Primarily generate income from gambling activities
- Generate any part of its income from adult-oriented or marijuana



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Request for Funds to Conduct Marketing Campaign

☐ 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, Jennifer, and Jessie	Estimated Time Needed: 5 minutes
Summary of Issue: Executive Order 20-56 re-opens most businesses effective Monday, May 18. Restaurants, bars, and salons will re-open Monday, June 1. As our businesses re-open, the EDA is requesting that the City conduct a marketing campaign designed around letting people know that our businesses are open and that Brainerd is a safe place to shop for all your needs. Our Communications Intern, Jessie, has put together a draft marketing plan for this very purpose as well as an estimated budget with a total estimated cost of \$25,000. The EDA is requesting that this marketing campaign be paid for by available state MIF funds.	
Alternatives, Options, Effects on Others/Comments: Please see attached documents outlining the types of marketing that can be conducted as well as draft marketing images that have been developed. Estimates are based on a two-month marketing campaign. Staff believes that this marketing campaign paired with the Small Business Relief Grant proposed by the EDA will go a long way in helping our businesses (and thus our local economy) recover from the many effects of the COVID-19 pandemic.	
Recommended Action/Motion: Motion to direct staff to implement the proposed marketing campaign and designate \$25,000 of state MIF dollars from Fund 217 to fund the campaign.	
Financial Impact: Is there a cost associated with this request: ☒ Yes ☐ No What is the total cost, with tax and shipping \$ 25,000 Is this budgeted? ☐ Yes ☒ No <u>Please Explain:</u>	

Estimates are for two months. Reason being, it is a long enough time frame for the campaign to reach a significant number of people at the varying points that they feel comfortable to in-person shop. The estimate can be easily scaled higher and lower to adjust to shorter or longer timeframes and/or concentrations.

With the actual and arbitrary estimates, the cost is approximately \$ 25,000.

Social Media - \$5,000 **arbitrary estimate*

Budget is set by the organization. Cost based per engagement

What funds will be used for:

- Facebook ad running 2 months long, reaching 5.5k-16k people with 224-647 engagements
 - Brainerd +25 miles, Ages 18 -16+, engaged shoppers, restaurants, hobbies/activities, shopping/fashion
- FB banner
- Profile sticker
- Instagram
- A complete directory of stores within the Brainerd municipality

Why these funds are needed:

- Foster a collaborative effort of BLA organizations
- Addresses common concerns people may have about shopping at local shops
 - Lack of awareness/knowledge about what stores are open and how they are operating
 - Perception that local stores do not adequately provide essential items
 - Financial hardships and inability to purchase non-essential items
 - Health concerns and a lack of awareness about safety procedures
- Highlights the historic weight of the virus and the great impact locals can make to save their community
- This campaign's relevancy, meaningfulness, and urgency gives it a high probability of being widely shared

Radio - \$ 3,294

What funds will be used for:

- 30's ad running twice daily for 2 months on WJJY *estimate is just for WJJY, not sister stations

Why these funds are needed:

- Address locals directly
- Catch them in transit to shopping purposes

Video - \$5,000 **arbitrary estimate*

Budget is set by the organization. Cost based per engagement

What funds will be used for:

- A 30 or 60 second video ad on YouTube (video can be used in social media efforts and on the city website as well)
- Video B roll

Why these funds are needed:

- Reaches people where they are and at their point of decision making
- Poignant imagery to stir action

Printing - \$5,000 **arbitrary estimate*

What the funds will be used for:

- A ½ page flyer to be placed in all Brainerd business doorways alongside LCC content

Why these funds are needed:

- Direct connection with businesses
- Collaboration with Lakes Country Cares

Brainerd Dispatch - \$5,000 **arbitrary estimate **potential for a matching grant*

What funds will be used for:

- A back-page ad in the dispatch
- Another smaller recurring ad occurring every week for 2 months

Why these funds are needed:

- Reach a large portion of the Brainerd population
- Heavily hit an older segment who may have health concerns about shopping

Lakes Country Journal Magazine - \$2,300

Release date: 7/25

What funds will be used for:

- A once occurring Lakes County Journal full page spread
- Design included - they can modify with a \$175 fee

Why these funds are needed:

- Reach a broad audience, including tourists
- Insert Brainerd into the consideration where adjacent towns are heavily featured

Directory - \$0

- A functional component to the advertising
- Provide information and trust to consumers
- Collaboration with other economic development entities

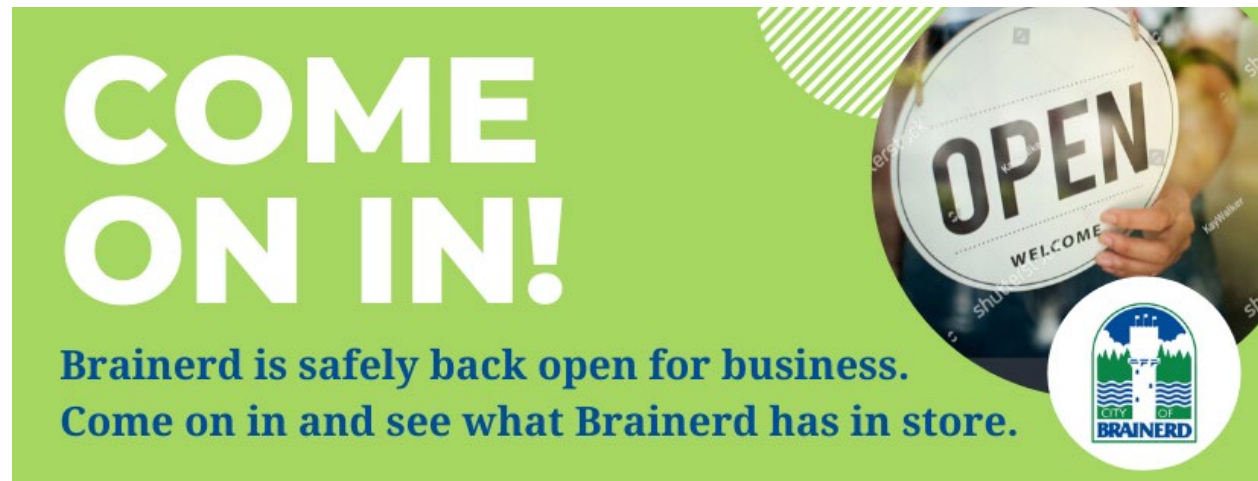
Mock up social media series post #1



Mock up social media series post #2



Mock up Facebook/Billboard Banner





Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Termination of MOA with HRA for Administration of RL Program

☐ 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: 10 Minutes
Summary of Issue: At the April 16, 2018 council meeting, the Council approved the City of Brainerd Revolving Loan Program, approved and authorized signatures on the MOA with the HRA, and authorized staff to transfer applicable funds to the HRA to administer the program. The April 16th minutes and agenda request are attached for your reference. \$100,000 was transferred to the HRA. There has not been any loans made with these funds. The EDA held a meeting on May 7, 2020 and held discussion on funds available for use to provide assistance to Brainerd businesses in light of the COVID-19 situation. These funds were identified as a source of funds to provide assistance, and the EDA is requesting Council action to have these funds returned to the City by the HRA.	
Alternatives, Options, Effects on Others/Comments: Great discussion was held at the EDA meeting in regards to the assistance being grants, loans, a combination, the need for an advertising campaign stating businesses are open for business, etc. The returned funds would be deposited into the City's Economic Initiative Fund (Fund 217).	
Recommended Action/Motion: Authorize written notice to be sent to the HRA terminating the Memorandum of Agreement associated with the administration of the City of Brainerd's Revolving Loan program, and requesting the HRA to waive the 60-day notice requirement in the MOA.	
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 Attorney Langel indicated there is litigation pending on the project. The City is trying to close out the project while at the same time dealing with disputed amounts concerning the project. The parties have agreed that this final amount to close out the project will be subject to an agreement between the parties that there are dispute amounts remaining as follows: 1) The amount that Tom's Backhoe claims that is owed on the project 2) The \$126,000 in liquidated damage that the City claims that Tom's Backhoe owes 3) The MPCA penalty that was referenced during the committee meeting as part of this agreement, Tom's is agreeing to pay the penalty. The final payment can be processed subject to the above agreement.

Personnel and Finance Committee Report

Approval of Bills & Payment to Contractor - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND STUNEK TO APPROVE THE PAYMENT OF BILLS AS RECOMMENDED BY PERSONNEL AND FINANCE COMMITTEE AND THE FINAL PAYMENT TO CONTRACTOR TOM'S BACKHOE CONTINGENT UPON THE APPROVAL OF THE SAFETY AND PUBLIC WORKS COMMITTEE.

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

Administration and Use of Small Cities Revolving Loan Funds - Approved

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART, DULY CARRIED, TO APPROVE THE CITY OF BRAINERD REVOLVING LOAN PROGRAM, APPROVE AND AUTHORIZE SIGNATURES ON THE MEMORANDUM OF AGREEMENT (MOA) SUBJECT TO CITY ATTORNEY REVIEW AND AUTHORIZE STAFF TO TRANSFER APPLICABLE FUNDS TO THE HOUSING AND REDEVELOPMENT AUTHORITY (HRA).

Council Member Bevans inquired on the status of the demolition of the downtown hotel building. City Attorney Langel indicated the attorney for the property owner has removed himself from the case and it was requested of the court to put the case back on the calendar.

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

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

Resolution Establishing Polling Locations for Primary and General Elections – Adopted by Resolution No. 24:18

MOVED AND SECONDED BY ALDERMEN JOHNSON AND HILGART TO ADOPT RESOLUTION NO. 24:18 ESTABLISHING POLLING LOCATIONS FOR THE PRIMARY AND GENERAL ELECTIONS.

RESOLUTION NO. 24:18

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

April 16, 2018

MEMO



TO: EDA Board of Commissioners

FROM: Jennifer Bergman, Brainerd HRA Executive Director
Cassandra Torstenson, City Administrator
Connie Hillman, City of Brainerd Finance Director

DATE: March 23, 2018

RE: Administration and Use of CDBG/SCDP Revolving Loan Funds

Background

The HRA currently assists the City with applying and administering Small City Development Program (SCDP) grants and the City is the fiscal agent. The grants can be structured in many ways. For example, the grant for downtown that was awarded in the late 90's was structured as 1/3 owner's match, 1/3 loan, 1/3 forgivable over time. The most recent grants are forgivable 10% each year.

If the City receives \$35,000 or more of repayments in the federal fiscal year from the SCDP grants, this is considered program income. Department of Employment and Economic Development (DEED) has been very clear that program income from SCDP grants must be used in one of the areas where a previous SCDP grant has been received or leverage for future SCDP grant applications. Program income also needs to be spent before a draw can be made on a new grant.

The City currently has \$68,974 of program income that was generated through the fiscal year ended September 30, 2017 and has been used as leverage with the NE Brainerd grant application.

If the City receives less than \$35,000 in the federal fiscal year, this is considered local income. The revenue that is generated is transferred from the fund that it was generated in (i.e. Fund 298, 215 or 209) to Fund 275.

The City also has approximately \$145,000 (noted as Old Housing on the financial report) from a CDBG grant that was received by the City in the 1980's.

DEED allows much more flexibility with the use of the "old CDBG" and local income dollars. They must be used to meet a National Objective and be an Eligible Activity as dictated by federal law; however, they can be established as a revolving loan. At the January 16, 2018 council meeting, council gave direction to staff to establish options for the use of these funds.

The current practice for the use of the local income, or program income if we do not have a current or active grant is for the EDA to make the recommendation to the Council for approval or denial.

Resolution/Options

HRA and City staff met and developed the attached draft guidelines. The eligible uses are listed in section III of the guidelines. The funds would revolve at a rate of 1% below prime, there is a dollar for dollar match requirement, and a maximum loan amount of \$25,000.

The eligible target area for the commercial properties would be from Kingwood Street to Oak, and from the Mississippi River to 13th Street including the NP Center (Exhibit A). All property in the City would be eligible for owner occupied code enforcement needs.

The guidelines, if adopted, would supersede all previous guidelines involving any of the SCDP/CDBG revolving loan funds.

To be able to administer the revolving loan more efficiently and effectively, the City could enter into a memorandum of agreement (MOA) with the HRA, transfer the applicable funds to the HRA, and have the HRA administer the funds per the guidelines, providing reports to the EDA and/or Council.

The HRA Board has discussed and have approved entering into an MOA with the City of Brainerd.

Recommendation

Staff's recommendation would be for the EDA to recommend to City Council to approve the draft guidelines and to enter into an MOA with the HRA to administer the applicable revolving loan funds per the guidelines reporting activity to the EDA and City Council.

/clh

MEMORANDUM OF AGREEMENT

This Agreement, entered into this ____ day of ____, 2018, between the City of Brainerd, a Minnesota municipal corporation (“City”) and Housing and Redevelopment Authority in and for the City of Brainerd, Minnesota, a public body corporate and politic and political subdivision of the State of Minnesota (“Brainerd HRA”), describes the terms and conditions by which services shall be provided to the City by the Brainerd HRA.

I. Scope of Services:

On behalf of the City, the Brainerd HRA will administer the City of Brainerd Revolving Loan Program (the “Program”) outlined in the Brainerd Revolving Loan Program Guidelines attached hereto as Exhibit A. The Brainerd HRA shall:

- a. Accept and screen applications to determine eligibility for the Program;
- b. Review proposed terms
- c. Present eligible loan applications to the Brainerd HRA Board of Commissioners for formal approval
- d. Prepare and execute loan documentation
- e. Oversee the construction of the project
- f. Disburse funds to the contractor
- g. Obtain necessary documents including lien waivers, completion certificates, etc.
- h. Service outstanding loans
- i. Provide quarterly reports to the City

II. Compensation

In consideration for performance of the Services, the Brainerd HRA shall be entitled to receive compensation as follows: a loan origination fee of \$500 will be charged to the borrower at the time of closing on any loan under the Program (provided that loans to assist property owners in correcting code violations shall not be subject to any origination fee), which shall be retained by the Brainerd HRA.

III. Term

The term of this Agreement is from May 1, 2018 to April 30, 2019. This agreement shall automatically renew for successive one-year terms thereafter unless one of the parties hereto provides at least 60 days’ notice of its intent to terminate this Agreement at the end of the then current term. However, either party may terminate this Agreement for any reason upon sixty (60) days’ written notice. Within thirty (30) days after termination of this Agreement, the Brainerd HRA shall deliver to the City (i) an accounting of all Program funds and outstanding loans and (ii) the entire cash balance of Program funds in the Brainerd HRA’s possession. The Brainerd HRA shall forward to the City all repayments of loans outstanding at the time of termination of this Agreement upon receipt of such repayments.

IV. Data Practices

The parties and their employees, agents, successors and assigns must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) as it applies to certain data provided to the Brainerd HRA under this Agreement and as it applies to certain data created, collected, received, stored, used, maintained, or disseminated by the Brainerd HRA pursuant to this Agreement. If the Brainerd HRA receives a request to release data pursuant to this Section 4, the Brainerd HRA shall notify City staff immediately and consult as to how the Brainerd HRA should respond to the request. The Brainerd HRA's response shall comply with applicable law.

V. Assignability

This Agreement shall not be assignable by either party without the prior written consent of the non-assigning party. The Brainerd HRA shall not enter into subcontracts for the performance of services described in this Agreement without the prior written approval of the City.

VI. Compliance With Applicable Law

The parties shall comply with applicable federal, state and local laws, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Brainerd HRA's performance of the provisions of this Agreement.

VII. Governing Law; Jurisdiction; Venue

The Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Crow Wing. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

VIII. Indemnification

To the fullest extent permitted by law, the parties will indemnify, protect and hold each other harmless from and against any and all liabilities, claims demands, losses, damages, costs and expenses (including attorneys' fees) arising out of or relating to the performance of work under the Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the parties' subcontractor(s), or anyone directly or indirectly employed or hired by each party or anyone for whose acts such party may be liable. The parties agree this indemnity obligation shall survive the completion or termination of this Agreement.

IX. Audit

The Brainerd HRA shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, the Brainerd HRA shall allow the City or other persons or agencies authorized by the City, including the Legislative or State Auditor, access to such records during reasonable hours, including all books, records, documents, and accounting procedures and practices of the Brainerd HRA relevant to the subject matter of the Agreement, for purposes of audit.

X. Entire Agreement

This Agreement constitutes the entire agreement between the parties. This Agreement may be amended only by written agreement of both the City and the Brainerd HRA.

XI. Survival

The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Sections IV (Data Practices); VII (Governing Law; Jurisdiction; Venue); VIII (Indemnification); and IX (Audit).

XII. Nondiscrimination

In connection with the execution of this Agreement, the parties agree that they will comply with Minnesota Statutes, Section 363A.08, to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. The parties and all of their subcontractors (if any) will take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to factors stated in Minnesota Statutes, Section 363A.08. Such actions shall include, but not be limited to, the following: hiring, tenure, compensation, terms, upgrading, conditions, facilities, or privileged of employment. For purposes of the Agreement, non-affiliated title companies shall not be considered an agent or a subcontractor of either party.

(The remainder of this page is intentionally left blank.)

In witness whereof, the parties have executed this Agreement on the day of the year first written above.

City of Brainerd

By: _____

Its: _____

Housing and Redevelopment Authority in and for the City of Brainerd

By: _____

Its: _____

EXHIBIT A

City of Brainerd Revolving Loan Program Guidelines

CITY OF BRAINERD REVOLVING LOAN PROGRAM GUIDELINES

I. PURPOSE

The City of Brainerd (City), acting by and through the Housing and Redevelopment Authority in and for the City of Brainerd (hereinafter referred to as HRA) having its principal office located at 324 East River Road, Brainerd, MN 56401, has established a Revolving Loan Program to assist the financing of projects that promote redevelopment within the target area (See Exhibit A) or rehabilitation in the City of Brainerd (the "City"). The Revolving Loan Program is intended to accomplish the following general purposes, as permitted by law:

1. To provide a fund in support of qualifying projects which allows the City flexibility to respond when such projects require financial assistance.
2. To provide a single depository for any debt incurred to assist the City's projects.
3. To centralize financial control of assisted projects.
4. To provide a depository for funds received by the City in the future.

II. PROCESS

No use of or disbursement from the Revolving Loan Program account shall be made without proper procedure. The following guidelines serve to direct the HRA in its consideration of loan applications and do not constitute laws. These guidelines will supersede any and all previous guidelines involving these Revolving Loan Funds. A project may not meet all the criteria listed in these guidelines and yet may serve the redevelopment or rehabilitation needs of the City and therefore be eligible.

Guidelines to Consider for Qualifying Projects

1. The project shall meet a redevelopment or rehabilitation need of the City and shall demonstrate a relative need for financial assistance.
2. The highest priority shall be given to those projects which provide:
 - a. Increased tax base
 - b. Potential for future development
 - c. High quality construction in the facility to be built
 - d. Development which will meet a specific community need of the City
 - e. Redevelopment of an area which is under-developed or blighted
 - f. Significant other development or redevelopment
 - g. Correction for code violations cited to homeowners
3. All projects are subject to the National Environmental Policy Act (NEPA) which seeks to avoid adverse impacts on the environment by mandating careful consideration of the potential impacts on any project assisted with federal funds.
4. All projects must have an appropriate environmental review completed prior to project costs being incurred.
5. Davis Bacon and Related Acts shall apply to redevelopment activities. This includes the Federal Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.

III. ELIGIBLE USES

All improvements eligible for financial assistance must be physically attached to the property and be permanent in nature. The following types of activities are eligible:

In the target area (See exhibit A):

Acquisition of Real Property
Public Facilities and Improvements
Clearance/Demolition
Redevelopment
Special Economic Development Activities if ineligible for BLADC Unified Funds or other programs
Micro Enterprise Assistance if ineligible for BLADC Unified Funds or other programs

City Wide:

Owner Occupied Residential Code Citation Enforcement

IV. OWNERSHIP REQUIREMENTS

1. The applicant(s) for assistance must possess at least a one-half interest in one of the following types of ownership in the property to be improved:
 - a. Fee title
 - b. Life estate
 - c. Fee title or life estate subject to a mortgage or other lien securing a debt
 - d. Contract for Deed
 - e. Limited Liability Company
 - f. Limited Liability Partnership
 - g. Corporation
2. Ownership includes the titleholders and their spouses.
3. If an applicant is separated, the spouse must also sign all forms necessary for the completion of rehabilitation.
4. If an applicant is divorced, but the spouse still holds title, the spouse must either quit claim his/her interest or a divorce decree must be provided which states sole ownership (not only occupancy) in the applicant's name.
5. Only one loan per property during each 10 year loan term will be allowed.

V. THE APPLICATION PROCESS

The application for use of the Revolving Loan Program shall include the following information:

1. Statement of the public purpose and need
2. Description of the project and the estimated costs
3. Description of the company and a financial statement or a certified letter from a financial institution with knowledge of such financial capacity

4. Amount of assistance being requested and the use to which the assistance will be applied
5. Plans and drawings of the project, including landscaping
6. Letter of feasibility
7. Zoning and planning analysis
8. Description of the financial institutional support for the project

VI. LOANS

The HRA will follow the guidelines below to determine eligibility:

1. There shall be a demonstrated need for financial assistance
2. The application and bids will be reviewed by the HRA to ensure they comply with program requirements.
3. The proposed project shall be analyzed within the context of the Funds overall risk.
4. The applicant must demonstrate the ability to repay the loan provided through the Revolving Loan Program for a proposed project.
5. The applicant must submit a minimum of two (2) bids.
6. The applicant must provide a documented minimum 1:1 match. Owner occupied residential code citation enforcement may be excluded from this match.
7. Applicants for rehabilitation loans must be at or below 80% of Area Median Income.
8. The maximum loan under this program is \$25,000.
9. Revolving Loan Program Funds shall be adequately secured by liens.
10. The Owner must execute all required documents after which a Notice to Proceed will be issued.
11. If possible, the funds should be allocated directly or indirectly to a number of projects. Spreading the funds over several projects will reduce the risk that funds to be repaid will not be available for future use.
12. No loans will be made for work that has already begun.

VII. REPAYMENT

Revolving Loans

Interest rates on loans shall be the current U.S. Federal Prime Rate, minus 1%. The Owner will make direct payments to the HRA of interest and principal, or a lump-sum repayment of interest and principal as may occur through sharing the proceeds from the sale of any assisted project. A Loan Agreement must be executed between the Owner and the HRA which will include terms, interest and payment amounts. A lien will be placed on the property. Any direct costs associated with the loan shall come out of the loan proceeds.

VIII. DISBURSEMENT OF FUNDS

After the loan has been approved, the Rehab Coordinator shall proceed with executing the Agreement. Funds will not be disbursed until the Owner has paid their match portion to be retained by the HRA in escrow.

The following shall guide the disbursement of funds to the Contractor:

1. No pre-payments are allowed for any reason.
2. Partial payments are not allowable for any work not yet completed.

3. Payments will be made only after the work is completed according to the Rehab Coordinator. In order for the contractor to be paid, a signed (by both the applicant(s) and the Rehab Coordinator) Completion Certificate must be presented at the time of payment.
4. Final payment will not be made until all work is satisfactorily completed.
5. Payments will be made only upon presentation of the following documents:
 - a. Billing Statement
 - b. Lien Waiver.
 - c. Completion Certificate
 - d. Payroll Reports if applicable
 - e. Proof of completion of contractors affidavit (final payment only)

No disbursement of Revolving Loan funds shall be authorized until the Rehab Coordinator has approved that the work has been completed and all compliance requirements have been met. Approval shall be evidenced by a Contractor Payment Request signed by the Rehab Coordinator, applicant and contractor.

IX. CHANGE ORDERS

Any alterations, variation, modification or waiver of the provisions of any Loan Agreement shall be valid only after it has been reduced to writing, approved and signed by Owner, Contractor and Rehab Coordinator. No work resulting from a change order may start until after the change order has been executed by the Owner, Contractor and Rehab Coordinator.

X. INTERIM INSPECTIONS

During the course of a rehab, the Rehab Coordinator will inspect ongoing work at least once every two weeks to ensure compliance with scope of work specifications and contract terms and conditions. Inspections will be required before partial disbursement to ensure that the work, which the partial payment covers, is satisfactorily completed.

XII. CONFLICT OF INTEREST

Any potential conflicts of interest under Minnesota Statutes, Section 471.87 shall be evaluated on the basis of a legal opinion to be requested from the City Attorney. No rehab work may begin until such opinion has been made.

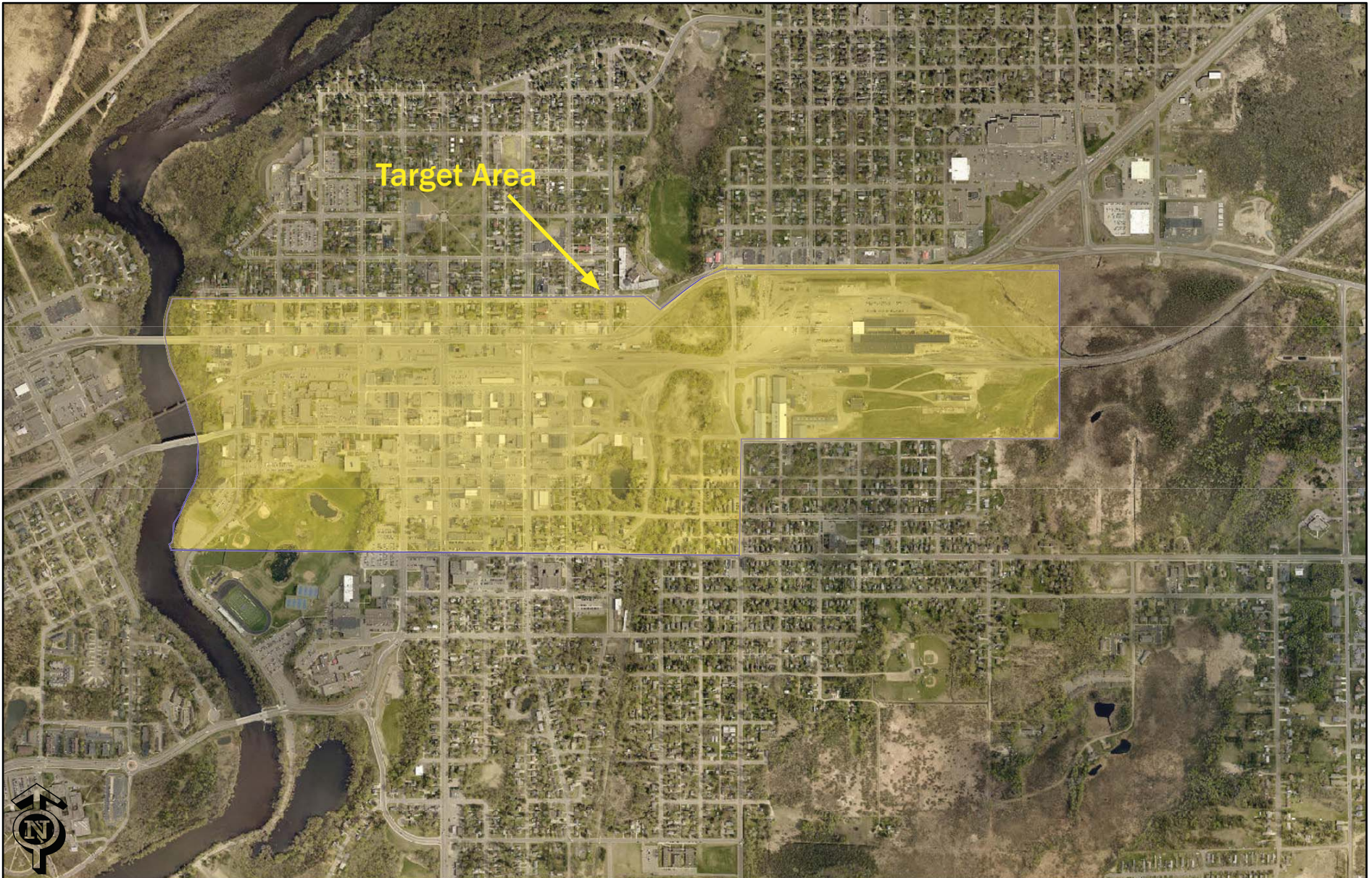
XIII. DATA PRIVACY

The City Council, HRA Board and staff are not authorized to discuss loan applications or other business contacts related to the Revolving Loan Fund with any persons other than loan officers of involved financial institutions and representatives of public business finance programs. Files belonging to the City are not open for public inspection except as regulated by the Minnesota Data Practices Act. The City and HRA may find it appropriate to verify any data contained in the application.

Information on program applicants (including, but not limited to, credit reports, financial statements, income calculations and asset information) is private data, which must be administered in accordance with the Minnesota Government Data Practices Act. Applicants shall be provided with proper written notice as specified under the Act. Solely

for the purpose of administering the Program, information may be made available to the members of the City, HRA Board of Directors, the City and HRA staff, and the staffs of participating agencies, organizations, or financing sources.

Exhibit A



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

River to Rails Target Area

Date: 2/1/2018 Time: 10:38:18 AM



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

**May 18, 2020
6:30 PM**

**WebEx Teleconference Meeting
Call Toll-Free : 844-992-4726
Access Code : 969 955 776**

1. Event Application – Corpus Christi Processional
2. Event Application – Produce Pop-Up
3. Improvement 20-02 – 2020 Crack Seal Project Quotes
4. Testing Services – Improvement 19-10 NE Brainerd Resurfacing Project
5. Testing Services – Improvements 19-09, 13-21, 19-16, 19-20 and 19-21 NE Brainerd Reconstruction Project
6. Sanitary Sewer Inflow and Infiltration Study



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Event Application - Corpus Christi Processional

☐ 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 an event application for the annual Corpus Christi Procession to take place on June 14, 2020 from 12:00 PM - 1:30 PM.	
Alternatives, Options, Effects on Others/Comments: This event consists of a walk and route between St. Francis Catholic Church and St. Andrews Catholic Church utilizing Juniper Street, N 8th Street, S 8th Street, and Willow Street. It is a procession of people praying and will involve a number of people moving through town. There will be brief stops at 214 S 8th Street and 1205 S 9th Street. Staff had some discussion about events such as these, that will have gatherings more than 10 people, and staffs recommendation is that the event not be approved unless it is in concurrence with the governor's orders, as modified before the event. That being that groups of 10 or more people are allowed to convene and that proper social distancing guidelines are adhered to.	
Recommended Action/Motion: Staff recommends approval of this application so long the event is in compliance with the governor's orders in that groups of 10 people are allowed to convene and that proper social distancing guidelines are adhered to.	
Financial Impact: <i>Is there a cost associated with this request:</i> ☐ Yes ☒ No <i>What is the total cost, with tax and shipping</i> \$ _____ <i>Is this budgeted?</i> ☐ Yes ☐ No <i>Please Explain:</i>	



SPECIAL EVENT APPLICATION

Date of Application: 4/9/2020

Event applications can be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us. Event applications that include a street closure must be submitted at least 30 calendar days prior to the event and will require City Council approval. All other event applications must be submitted at least 14 calendar days prior to the event.

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

Name of event: Corpus Christi Procession

Organizer Information

Organizer's Name: Brainerd Lakes Catholic Churches
Organizer's Address: 1108 Willow St.
Event Contact Person: Dan O'Reilly
Event Contact Daytime Phone: 218-831-3197
Event Contact E-mail Address: dan@oreillystavern.com
Contact Name/Number Day of Event: Dan O'Reilly 218-831-3197
For Profit/Nonprofit Status (type): Nonprofit

Applicant information (if different from the event organizer):

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

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
6/14/2020	12:00	1:30	Route Between St. Francis Catholic Church and St. Andrew's
			Catholic Church on Juniper to N 8th to Willow St.

☐ Recurring event (requires only one application submittal per year)

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

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

Description of Activities

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

Eucharistic procession of people praying. The procession will take place between St. Francis Catholic Church and St. Andrew's Catholic church.

It will involve a number of people moving in group through town. There will be some low amplified sound and singing of hymn music.

The route will be begin at st. Francis and proceed up Juniper to 8th street. It will follow 8th St. to willow st and proceed East to St. Andrews

The procession will briefly stop at three points along the way at North 8th and Juniper, 214 S. 8th St.& 1205 S. 9th St.

Site Information

Electrical usage

☒

Yes

☐

No

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

Amplified Sound

☐

Yes

☐

No

Describe any recording and sound amplification equipment to be used in your event along with the times:
some sound amplification will be used to allow the procession group to follow with prayers during the procession

The sounds will consist of a small set of speakers on the back of a vehicle.

Restrooms provided

☐

Yes

☒

No

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

Company contracted for restrooms: _____

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

Signs, banners, and/or posters/flyers

☐

Yes

☐

No

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

Only carried with the group during the procession.

Trash Receptacle Disposal

☒

Yes

☐

No

Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

Describe the name and sections of the streets for which you are requesting temporary closure (e.g. South 7th Street between Maple Street and Front Street):

We would request an escorted crossing of major intersections such as 8th and Washington St. As well as through the downtown area.

Date and time for beginning of street closures: Only along with the procession.

Date and time for reopening of streets: _____

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

Flyers and information will be handed out to property owners prior to the event.

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

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

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

Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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

Signature of Applicant

Print Name

Contacts, Permits, and Fees Checklist

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

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

Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park			X	Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support			X	Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined based on crowd size and the type of event. Fees may be discussed with the sponsor.
Food and vendor licenses			X	All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit			X	All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate			X	May be required before issuing a permit.
Sign/banner Permits			X	Contact the Planning Department for information/procedure.
Parade Permit			X	Issued by the Police Department after complete submission of application.
Alcohol Use Permit			X	Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	ok, 5/6	None
City Administration	ok	None.
Engineering Department	ok	See below.
Fire Department	ok, 5/6	See below.
Fire Support/EMS	ok, 5/6	See below.
Parks Department	ok, 5/6	None
Planning Department	ok, 5/6	None
Police Department	ok, 5/6	See below. Police will be available to assist in crossing at busy street intersections.

Event Application Approval

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

City Administrator

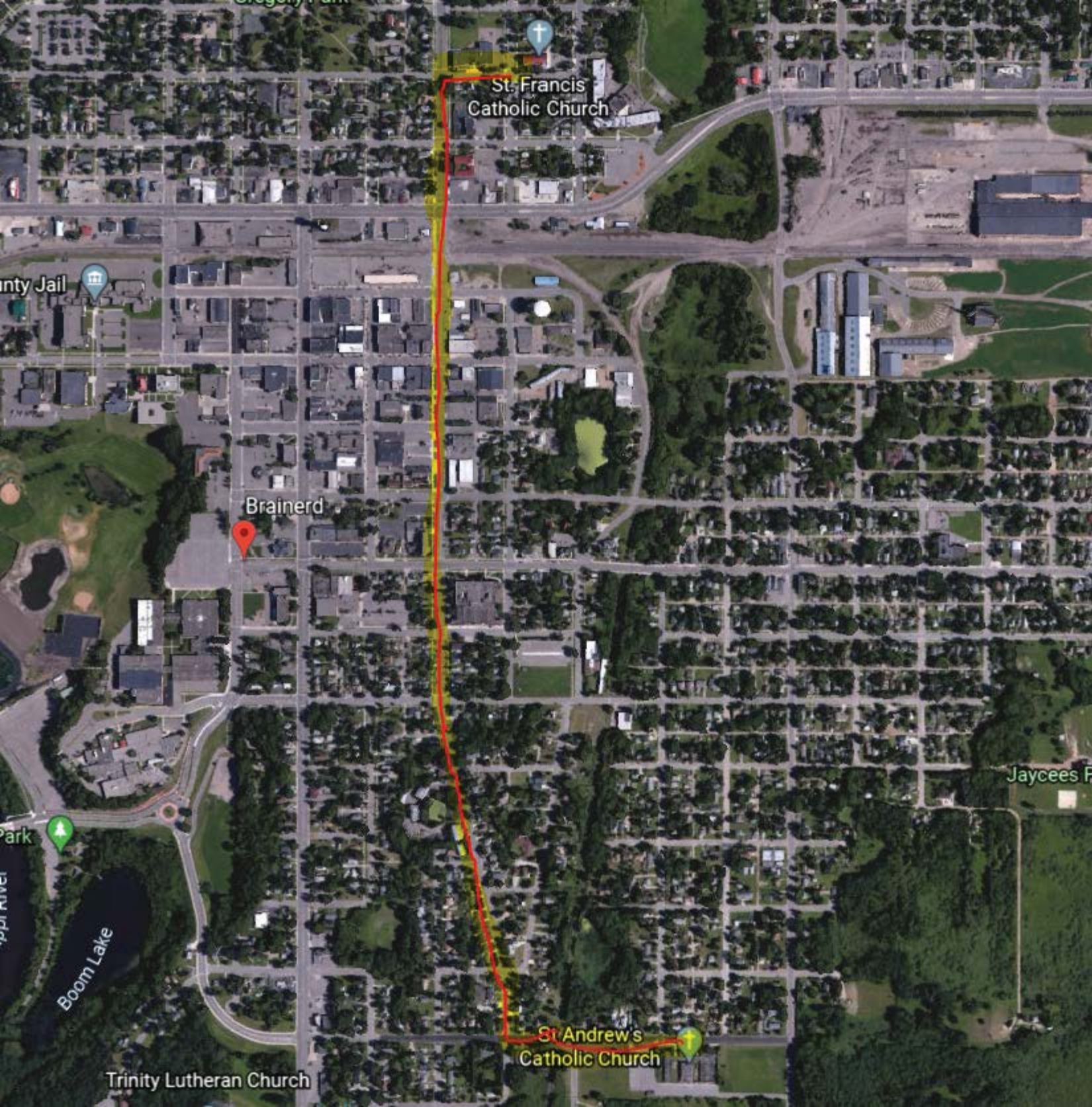
Date

Approval Conditions

During the pandemic, the governor's orders are such groups of 10 people or more should not convene during this time. This event indicates that it would be against those orders, and as such, the Police Department must enforce the orders of the governor. Therefore, the event is only approved in the event that those restrictions are lifted and proper social distancing tactics are adhered to.

Certification of Street Closure Approval

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



St. Francis
Catholic Church

County Jail

Brainerd

Park

Boom Lake

Trinity Lutheran Church

St. Andrew's
Catholic Church

Jaycees Park



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Event Application - Produce Pop-Up

☐ 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 an event application for a produce pop-up event to be held on May 26 from 9 AM - 1PM on Mississippi Parkway.	
Alternatives, Options, Effects on Others/Comments: This event is a produce pantry pop-up that delivers nutritious food directly to families in need. This is a social distance event where participants will receive free food while staying in their cars.	
Recommended Action/Motion: Staff recommends approval of the attached event application under the conditions that any signage be removed immediately after the event.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



SPECIAL EVENT APPLICATION

Date of Application: 5/7/2020

Event applications can be submitted to the Engineering Department at 501 Laurel Street, Brainerd, MN 56401 or engineer@ci.brainerd.mn.us. Event applications that include a street closure must be submitted at least 30 calendar days prior to the event and will require City Council approval. All other event applications must be submitted at least 14 calendar days prior to the event.

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

Name of event: Produce Pop-Pantry

Organizer Information

Organizer's Name: Central Lakes College Food Pantry
Organizer's Address: 501 W. College Dr.
Event Contact Person: Erich Heppner
Event Contact Daytime Phone: 952-807-3279
Event Contact E-mail Address: 952-807-3279
Contact Name/Number Day of Event: 952-807-3279
For Profit/Nonprofit Status (type): Nonprofit 501c3

Applicant information (if different from the event organizer):

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

Event Information

Event Details (list each date separately)

Event Date	Start Time	End Time	Event Location(s) – see locations listed below
5/26	9AM	1PM	Mississippi Parkway

☐ Recurring event (requires only one application submittal per year)

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

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

Description of Activities

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

A Pop-Up Produce Pantry is a traveling food shelf that delivers nutritious food directly to families in need. Partners: Essentia Health

It is our priority to increase access to fresh, healthy food in every community throughout north central Minnesota.

This is a social distance event where all participants receive the free food while staying in their cars.

Partners: Second Harvest North Central Food Bank & Essentia Health

Site Information

Electrical usage

☒ Yes☐ No

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

Amplified Sound

☐ Yes☐ No

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

Restrooms provided

☐ Yes☒ No

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

Company contracted for restrooms: _____

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

Signs, banners, and/or posters/flyers

☐ Yes☐ No

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

Signs along Mississippi Parkway directing participants to CLC West Parking Lot where food distribution take place.

Trash Receptacle Disposal

☒ Yes☐ No

Company contracted for trash receptacle disposal: Waste Management

Additional Event Information

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

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

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

Street Closure Request Information

Describe the name and sections of the streets for which you are requesting temporary closure
(e.g. South 7th Street between Maple Street and Front Street):

Mississippi Parkway loop around south end of Central Lakes College

Date and time for beginning of street closures: 5-26-2020 9am

Date and time for reopening of streets: 5-26-2020 1pm

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

No residences and CLC employees and visitors are able to enter through north College Dr. entrance.

This event is outside of normal college academic activities so it's a very low traffic time of year.

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

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

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

Hold Harmless Agreement and Insurance Information

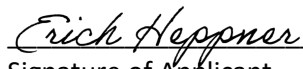
The Applicant covenants to save, defend, hold harmless, and indemnify the City of Brainerd and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and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

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

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

Signature of Event Applicant

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



Signature of Applicant

Erich Heppner

Print Name

Contacts, Permits, and Fees Checklist

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

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

Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park				Contact the Parks & Recreation Department for information/procedure.
Fire/EMS/Police support				Check yes to request emergency support. The appropriate level of fire, EMS, and police support will be determined based on crowd size and the type of event. Fees may be discussed with the sponsor.
Food and vendor licenses				All vendors must apply for a temporary license through the Commissioner of Revenue's Office. Food vendors are required to collect and report meals tax. Contact City Hall for information/procedure.
Health Department Permit				All food vendors must apply for a temporary food permit through the Minnesota Health Department (MDH).
Insurance Certificate				May be required before issuing a permit.
Sign/banner Permits				Contact the Planning Department for information/procedure.
Parade Permit				Issued by the Police Department after complete submission of application.
Alcohol Use Permit				Must be approved by City Council after submission of the event application. Contact City Hall for information/procedure.

Contact Information

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

For Official Use Only

Department Sign-offs Required

Department	Date/Initials	Comments
Brainerd Public Utilities	<u>OK</u>	<u>None</u>
City Administration	<u>OK</u>	<u>None</u>
Engineering Department	<u>OK</u>	<u>None</u>
Fire Department	<u>OK</u>	<u>None</u>
Fire Support/EMS	<u>OK</u>	<u>None</u>
Parks Department	<u>OK</u>	<u>None</u>
Planning Department	<u>OK</u>	<u>None</u>
Police Department	<u>OK</u>	<u>None</u>

Event Application Approval

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

City Administrator

Date

Approval Conditions

Certification of Street Closure Approval

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



Produce Pop-Up Pantry

FREE FOOD FOR ANYONE IN NEED

Date: Tuesday, May 26, 2020

Time: 11:00am- until food is gone

NEW Location: Central Lakes College
501 W. College Dr.
Brainerd, MN. 56425

Instructions:

- Stay in your car at all times and following signs to enter
- Food is available to those in need
- 1 food box per household
- Carpooling: Two boxes per vehicle (1 food box per household)
- If you have more than two households in your vehicle, you can receive additional boxes by going to the back of the line.

A Pop-Up Produce Pantry is a traveling food shelf that delivers nutritious food directly to families in need.

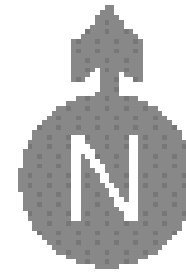
It is our priority to increase access to fresh, healthy food in every community throughout north central Minnesota.

Partners:
Essentia Health



BRAINERD CAMPUS

Entrance Numbers



ATHLETIC
FIELDS

WEST COLLEGE DRIVE

ROUNDBOUT

B & I
PARKING

NORTH
PARKING
LOT

B & I
CENTER

EAST
PARKING
LOT

EAST
WING

CENTRAL
CORE

WEST WING

SOUTH
PARKING
LOT

MISSISSIPPI PARKWAY

MISSISSIPPI RIVER

WEST
PARKING
LOT

GREEN
HOUSE

CHILD CARE
CENTER

ROUNDBOUT

Key

West Parking Lot - Distribution Zone

Entry/Lineup - Red Line

Exit Options - Green Line



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Improvement 20-02 - 2020 Crack Seal Project 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: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy	Estimated Time Needed: 5 Minutes
Summary of Issue: Staff solicited quotes for Improvement 20-02 - 2020 Crack Sealing Project which consists of crack sealing on numerous streets in Brainerd	
Alternatives, Options, Effects on Others/Comments: In total, 3 quotes were received from KAMCO, Inc., Lot Pros, and Fahrner Asphalt Sealers, LLC for total costs of \$22,359.92, \$15,758.72 and \$42,836.48 respectively. Engineer's estimate for the work was \$18,051.84. You may recall, the City purchases the crack filling material for the Contractor off of the State cooperative purchasing contract and supplies it to the contractor for the work. Total cost of the material is \$5,625.00 for 11,250 pounds.	
Recommended Action/Motion: Staff recommends authorizing staff to enter into a contract with Lot Pros Inc in the contract cost of \$15,758.72.	
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>21,383.72</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> We plan for a \$25,000 crack sealing project every year in the 5-year capital improvement plan.	

Contract 2020-04 - Bid Abstract By Contract

Report Date: 5/13/2020
Contract Name: 2020 Crack Seal Project
Contract Number: 2020-04
Bid Opening: 5/12/2020, 10:00 AM

Base Bid

Records 1-3 of 3

Filters Exports Display Info

Endpoint: /api/table/oneoffice/contract-item
Method: SEARCH
Attributes: line_number, item_number, item_description, item_unit, contract_quantity, [object Object], [object Object], [object Object], [object Object], bidData.planHolder.contractor.name
Total rows: 3
Current rows: 1-3
Rows per page: 999999
Current page: 1
Current sort column: n/a

							Lot Pros Inc.		KAMCO Inc		Fahrner Asphalt Sealers, LLC - Eau Claire	
Line	Number	Description	Unit	Project Quantity	Engineer's Estimated Price	Engineer's Estimated Amount	Bid Amount	Total Amount	Bid Amount	Total Amount	Bid Amount	Total Amount
1	2021.501/00010	MOBILIZATION	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$3,000.00	\$3,000.00
2	2331.603/00040	CRACK SEALING	L F	57,328	\$0.28	\$16,051.84	\$0.24	\$13,758.72	\$0.39	\$22,357.92	\$0.66	\$37,836.48
3	2563.601/00010	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$2,000.00	\$2,000.00
						Total		Total		Total		Total
						\$18,051.84		\$15,758.72		\$22,359.92		\$42,836.48

Totals

Engineer's Estimated Amount	Lot Pros Inc.	KAMCO Inc	Fahrner Asphalt Sealers, LLC - Eau Claire
\$18,051.84	\$15,758.72	\$22,359.92	\$42,836.48

I hereby certify that this is an exact reproduction of bids received.

License Number:

Signature:

Date:

BROCKWHITE

CONSTRUCTION MATERIALS

CSG A CONSTRUCTION SUPPLY GROUP COMPANY

BROCK WHITE COMPANY, LLC
3855 INDEPENDENCE RD # 100
BRainerd, MN 56401-6329

Phone: (218)829-1929
Toll Free: 800-201-1929
Fax: 218-829-0802

ACKNOWLEDGEMENT

CUST #: 14862

SHIP TO: CITY OF BRAINERD-STREET DEPT
C/O CITY HALL
501 LAUREL ST
BRainerd, MN 56401-3595

UPC VENDOR	ACK DATE	ORDER NO.
000000	05/05/20	13932761-00
TAKEN BY	P.O.NO.	PAGE #
dn	James Fladung	1



BILL TO: CITY OF BRAINERD-STREET DEPT
C/O CITY HALL
501 LAUREL ST
BRainerd, MN 56401-3595

JOB #	JOB NAME			
INSTRUCTIONS		PROMISED DATE		
JAMES 218-513-0173		05/05/20		
SHIP POINT	SHIP VIA	SHIPPED	TERMS	
Brock White Brainerd - 470	WC-STAGING	05/06/20	10THPROXIMO	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	0200040 34535 CRAFT CO BOX 515 MN / 535 ROADSaver 34535	11250			LB	0.50	5625.00
1 Lines Total Qty Ordered Total		11250				Total	5625.00
						Invoice Total	5625.00

Last Page

THE TERMS AND CONDITIONS OF SALES LOCATED AT www.constructionsupplygroup.com ARE INCORPORATED BY REFERENCE HEREIN AND FORM PART OF THE AGREEMENT BETWEEN THE CUSTOMER AND CSG RELATING TO THE SALE OF ITEMS LISTED IN THIS ORDER ACKNOWLEDGMENT. THE TERMS AND CONDITIONS OF SALE INCLUDE LIMITATIONS OF LIABILITY, WARRANTY DISCLAIMERS, AND DISPUTE RESOLUTION PROVISIONS, AMONG OTHER IMPORTANT TERMS INCLUDING:
DELIVERY: FOB 'CSG', PRE-PAY AND BILL, UNLESS OTHERWISE NOTED.
RETURNS: 20% RESTOCKING FEE FOR STOCK ITEMS. ALL ITEMS TO BE RETURNED WITHIN 30 DAYS. NON-STOCK/SPECIAL ORDER ITEMS ARE NOT RETURNABLE.



Brainerd City Council Agenda Request

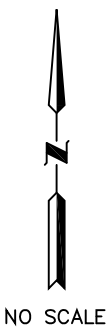
Requested Meeting Date: May 18, 2020

Title of Item: Testing Services - Imp 19-10 - NE Brainerd Resurfacing Project

☐ 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 quotes for testing services as it relates to Improvement 19-10 - NE Brainerd Resurfacing project which consists of the resurfacing of numerous streets including 10th Avenue NE, P Street, O Street, L Street, J Street, and 11th Avenue NE.	
Alternatives, Options, Effects on Others/Comments: Staff received 2 proposals back for the work from Braun Intertec and Independent Testing Technologies (ITT). The costs for testing services respectively being \$20,768.00 and \$4,495.00. There are many ways to estimate these projects, and in many instances, contractor operations dictate how many tests need to be performed. You can see the large cost difference between the two proposals, and staff has done some initial analysis of the proposals and found that Braun Intertec is being a little more liberal on testing rates and how many tests need to be performed, while ITT is being much more conservative on testing frequency. This may also be two-fold, in that ITT is trying to get their foot in the door to begin performing testing services for the City's of Brainerd and Baxter in the future, and providing a general overall lower cost to do so. Because this is a local improvement project, staff is comfortable with the less conservative testing approach and estimating, due to the relatively low volume of the streets and the projects being local in nature without state funds being utilized. This also provides an opportunity to use ITT for the first time on some relatively simple projects to test out the services they provide.	
Recommended Action/Motion: Staff recommends approval of the proposal from ITT in the total amount of \$4,495.	
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>\$4,495</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> Testing services become part of the final cost of the construction project to be paid from construction fund 401.	

CITY OF BRAINERD, MINNESOTA
DEPARTMENT OF ENGINEERING
CONSTRUCTION PLANS FOR:

IMPROVEMENT PROJECT 19-10
N.E. STREETS RESURFACING
GRADING, AGG. BASE, BITUMINOUS, WATERMAIN,
CONCRETE CURB & GUTTER, SIDEWALK AND
ADA IMPROVEMENTS



P ST. FROM MILL AVE. TO 10TH AVE. NE
10TH AVE. NE FROM P ST. TO Q ST.
O ST. FROM 9TH AVE. NE TO 12TH AVE. NE
10TH AVE. NE FROM N ST. TO O ST.
J ST. FROM MILL AVE. TO 10TH AVE. NE
J ST. FROM 11TH AVE. NE TO 13TH AVE. NE
11TH AVE. NE FROM H ST. TO J ST.
L ST. FROM MILL AVE. TO 8TH AVE. NE

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-4	ESTIMATED QUANTITIES
5-6	TYPICAL SECTIONS
7-12	PEDESTRIAN CURB RAMP DETAILS
13-16	DRIVEWAY AND SIDEWALK DETAILS
17-18	STANDARD DETAILS
19-21	TEMPORARY SEDIMENT CONTROL DETAILS
22-24	SWPPP
25-35	EROSION CONTROL
36	TRAFFIC CONTROL
37-47	PLAN AND REMOVAL
48-51	PLAN PROFILE AND WATERMAIN

SEC. 18, T. 45 N. - R. 30 W.
SEC. 19, T. 45 N. - R. 30 W.

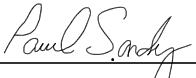
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA.

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2013 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA "STANDARD UTILITIES SPECIFICATIONS" SHALL GOVERN.

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the state of Minnesota.

 Date 03/23/2020
Paul Sandy, P.E. License No. 53635



INDEPENDENT TESTING TECHNOLOGIES, INC.

337 31st Avenue South, Waite Park, MN 56387

Phone: 320-253-4338 Fax: 320-253-4547

www.independenttestingtech.com

CONSTRUCTION MATERIALS TESTING SERVICE PROPOSAL

April 13, 2020

Mr. James J. Fladung
Assistant City Engineer
501 Laurel Street
Brainerd, MN 56401

E-Mail: jfladung@ci.brainerd.mn.us

RE: **ITT Proposal #04-15
Improvement Project 19-10
N.E. Street Resurfacing
Brainerd, Minnesota**

Dear Mr. Fladung,

We are pleased to submit this proposal to provide the construction materials testing for the above referenced project in Brainerd, Minnesota. We will provide, on an on-call basis, certified and experienced field and laboratory consultants to conduct the necessary testing services for the project as detailed on the attached cost estimate.

Based on our estimated quantities and scope of service, the cost for testing services will be **\$4,495.00**. Please note that if all the tests we have estimated are not conducted, you will only be billed for the tests performed.

Mr. Fladung, we would be pleased to work with you on this project. If you have any questions about our company or the scope of services we offer, please feel free to contact me. I look forward to hearing from you.

Sincerely,

Vince Burr
Construction Materials Division Manager / Estimator

Independent Testing Technologies, Inc.
337 31st Avenue South
Waite Park, MN 56387
Phone: 320-253-4338

April 13, 2020
Proposal #04-15

Client: City of Brainerd – James J. Fladung

Project: **Improvement Project 19-10**
N.E. Streets Resurfacing
Brainerd, Minnesota

Cost Estimate:

<u>Description</u>	<u>Qty.</u>	<u>Unit Rate</u>	<u>Extension</u>
<u>Roadway Scope</u>			
Project Management, hourly	2	\$ 85.00	\$ 170.00
Laboratory Proctor Tests – Trench, each	3	\$ 180.00	\$ 540.00
Nuclear Density Tests – Utility Trench/Services	16	\$ 30.00	\$ 480.00
Laboratory Proctor Tests – Aggregate Base, each	—	\$ 180.00	AS NEEDED
Nuclear Density Tests – Aggregate Base, each	—	\$ 30.00	AS NEEDED
Gradations – Aggregate Base, each	5	\$ 85.00	\$ 425.00
Bituminous Properties (Extraction, Gradation & Air Voids), each	3	\$ 350.00	\$ 1,050.00
Nuclear Density Tests – Wear Course, each	—	\$ 50.00	AS NEEDED
Trip Charges (Travel Time & Mileage), each	10	\$ 60.00	\$ 600.00
Subtotal			\$ 3,265.00
<u>Concrete Testing</u>			
Concrete (Air, Slump, Casting, Curing, Compression of Cylinders), per set of 3	6	\$ 145.00	\$ 870.00
Trip Charges (Travel Time & Mileage), each	6	\$ 60.00	\$ 360.00
Subtotal			\$ 1,230.00
TOTAL:			\$ 4,495.00

Submitted By:
Vince Burr
CMT Manager/ Estimator
Vinnie@independenttestingtech.com

April 29, 2020

Proposal QTB119001

James Fladung, PE
City of Brainerd
501 Laurel St.
Brainerd, MN 56401

Re: Proposal for Construction Materials Testing Services
Improvement Project 19-10 N.E. Street Resurfacing
Brainerd, Minnesota

Dear Mr. Fladung:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the NE Streets Resurfacing project in Brainerd, Minnesota.

Our Understanding of Project

We understand this project will include resurfacing and improvements to P Street from Mill Avenue to 10th Avenue NE, 10th Avenue NE from P Street to Q Street, O Street from 9th Avenue NE to 12th Avenue NE, 10th Avenue NE from N Street to O Street, J Street from Mill Avenue to 10th Avenue NE, J Street from 11th Avenue NE to 13th Avenue NE, 11th Avenue NE from H Street to J Street and L Street from Mill Avenue to 8th Avenue NE. Construction will include pavement subgrade preparation, aggregate base placement, new concrete curb and gutter, sidewalk, ADA improvements, and driveways along with new bituminous pavement. Improvements to the water main utilities will also be part of this project.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by The City of Brainerd, dated March 23, 2020.
- Discussions with you, Mr. James Fladung in regard to our scope of services.

To our knowledge, no geotechnical report was prepared for this project.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Sample and test aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.

Concrete Related Services

- Sample and test fresh concrete associated with pavement and/or curb-and-gutter for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. These tests include Rice specific gravity, Gyratory, asphalt content and extracted aggregate gradation.
- Obtain cores and measure the thickness and density of the compacted bituminous pavement by the core method for compliance with the project documents. We assume the bituminous contractor will cut the cores.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports, and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take three trips to complete the sampling of aggregate base material for gradation testing.
- We assume 17 sets of concrete tests will be required to complete the project.

- We assume your full time on-site construction observer will observe the test rolling for this project.
- We assume bituminous paving will be completed in four days for this project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$20,768**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work. Fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be

1.5 times the normal hourly rate for the service provided. We have not included premiums for overtime; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and material basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Keith Kluempke at 320-980-3181 (kkluempke@braunintertec.com) or Brett Gruber at 320-428-8578 (bgruber@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Keith J. Kluempke
Project Manager



Shaun W. Sevigny, PE
Business Unit Leader



Brett P. Gruber
Business Unit Manager

Attachments:
Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB119001

Improvement Project 19-10 N.E. Street Resurfacing

Client:

City of Brainerd
James Fladung
501 Laurel St
Brainerd, MN 56401
(218) 828-2309
tziemer@ci.brainerd.mn.us

Work Site Address:

10th Avenue NE
11th Avenue NE
J Street
L Street
O Street
P Street
Brainerd, MN

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$1,419.00
209□	Sample pick-up	9.00	Hour	80.00	\$720.00
1861□	CMT Trip Charge	3.00	Each	99.00	\$297.00
1162□	Sieve Analysis with 200 wash, per sample	3.00	Each	134.00	\$402.00
Activity 1.2	Concrete Testing				\$12,721.00
261□	Concrete Testing	68.00	Hour	80.00	\$5,440.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Steps	1.00	Trips	4.00	4.00
	Sidewalks	2.00	Trips	4.00	8.00
	Curb & Gutter	9.00	Trips	4.00	36.00
	Exterior Concrete & Driveway Aprons	5.00	Trips	4.00	20.00
278□	Concrete Cylinder Pick up	36.00	Hour	80.00	\$2,880.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	12.00	Trips	3.00	36.00
1861□	CMT Trip Charge	29.00	Each	99.00	\$2,871.00
1364□	Compressive strength of concrete cylinders, per specimen	51.00	Each	30.00	\$1,530.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Steps	1.00	Set	3.00	3.00
	Sidewalks	2.00	Set	3.00	6.00
	Curb & Gutter	9.00	Set	3.00	27.00
	Exterior Concrete & Driveway Aprons	5.00	Set	3.00	15.00
Activity 1.3	Pavement Testing				\$4,552.00
209□	Sample pick-up	16.00	Hour	80.00	\$1,280.00
1861□	CMT Trip Charge	4.00	Each	99.00	\$396.00
1542□	Thickness and Density of Bituminous Core	16.00	Each	50.00	\$800.00
1530□	Asphalt Content, per sample	4.00	Each	150.00	\$600.00
1532□	Extracted Aggregate Gradation, per sample	4.00	Each	104.00	\$416.00
1528□	Rice Specific Gravity, per sample	4.00	Each	80.00	\$320.00
1568□	Gyratory Gravity, per sample	4.00	Each	185.00	\$740.00
Activity 1.4	Project Management				\$2,076.00
226□	Project Manager	9.00	Hour	160.00	\$1,440.00
228□	Senior Project Manager	1.00	Hour	180.00	\$180.00
238□	Project Assistant	6.00	Hour	76.00	\$456.00
Phase 1 Total:					\$20,768.00

Proposal Total: \$20,768.00

General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

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

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

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

Section 2: Our Responsibilities

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

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

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

further that site conditions may vary over distance or change over time.

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

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

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

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

Section 3: Your Responsibilities

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

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

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

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

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

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

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

Section 5: Compensation

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

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

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

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

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

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

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

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

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

Section 6: Disputes, Damage, and Risk Allocation

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

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

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

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

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

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

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

Section 7: General Indemnification

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

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

Section 8: Miscellaneous Provisions

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

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

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

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

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

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



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Testing Services - IMPs 13-21, 19-09, 19-16, 19-20, and 19-21

☐ 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 are two proposals for the testing services related to Improvements 13-21, 19-09, 19-06, 19-20, and 19-21 - NE Brainerd Reconstruction Project which is the reconstruction of B Street, 5th Avenue NE, and B, C, D Streets (from 5th Avenue NE to East Brainerd Mall) in NE Brainerd. 19-20 and 19-21 are two small sidewalk connection projects tied to the reconstruction project per the City of Brainerd Non-Motorized Transportation Plan.	
Alternatives, Options, Effects on Others/Comments: Two proposals were received from Braun Intertec and Independent Testing Technologies (ITT) and were \$44,480 and \$12,270 respectively. Staff believe the cost differences between the two proposals are two-fold, one being that there are many different ways to estimate the testing needs on a project, and vary a lot dependent on contractor production. Braun tends to be very conservative on estimating due to changing project conditions and the unknowns on a selected contractor. ITT's proposal looks much less conservative with their approach. Staff also believes that ITT is trying very hard to get their foot in the door for testing services in both Brainerd and Baxter, thus the lower costs. Due to this project being state aid in nature, and the familiarity with Braun Intertec for testing services, and the known quality of the final test results and reporting that Braun provides, staff recommends accepting the Braun proposal, with the anticipation that if ITT performs well on Improvement 19-10, a less involved street projects with much less testing requirements, that they will be solicited in the future to compete for work on the City's State Aid work.	
Recommended Action/Motion: Staff recommends approving the testing services proposal from Braun Intertec in the total amount of \$44,480.	
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> \$ 44,480 <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> Testing services are wrapped into the final project cost of a project, which is reimbursable through the City State Aid account in this instance.	

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF BRAINERD, MINNESOTA

CONSTRUCTION PLAN FOR: GRADING, AGGREGATE BASE, BITUMINOUS SURFACING, STORM SEWER, WATERMAIN, CONCRETE CURB & GUTTER, SIDEWALK AND ADA IMPROVEMENTS

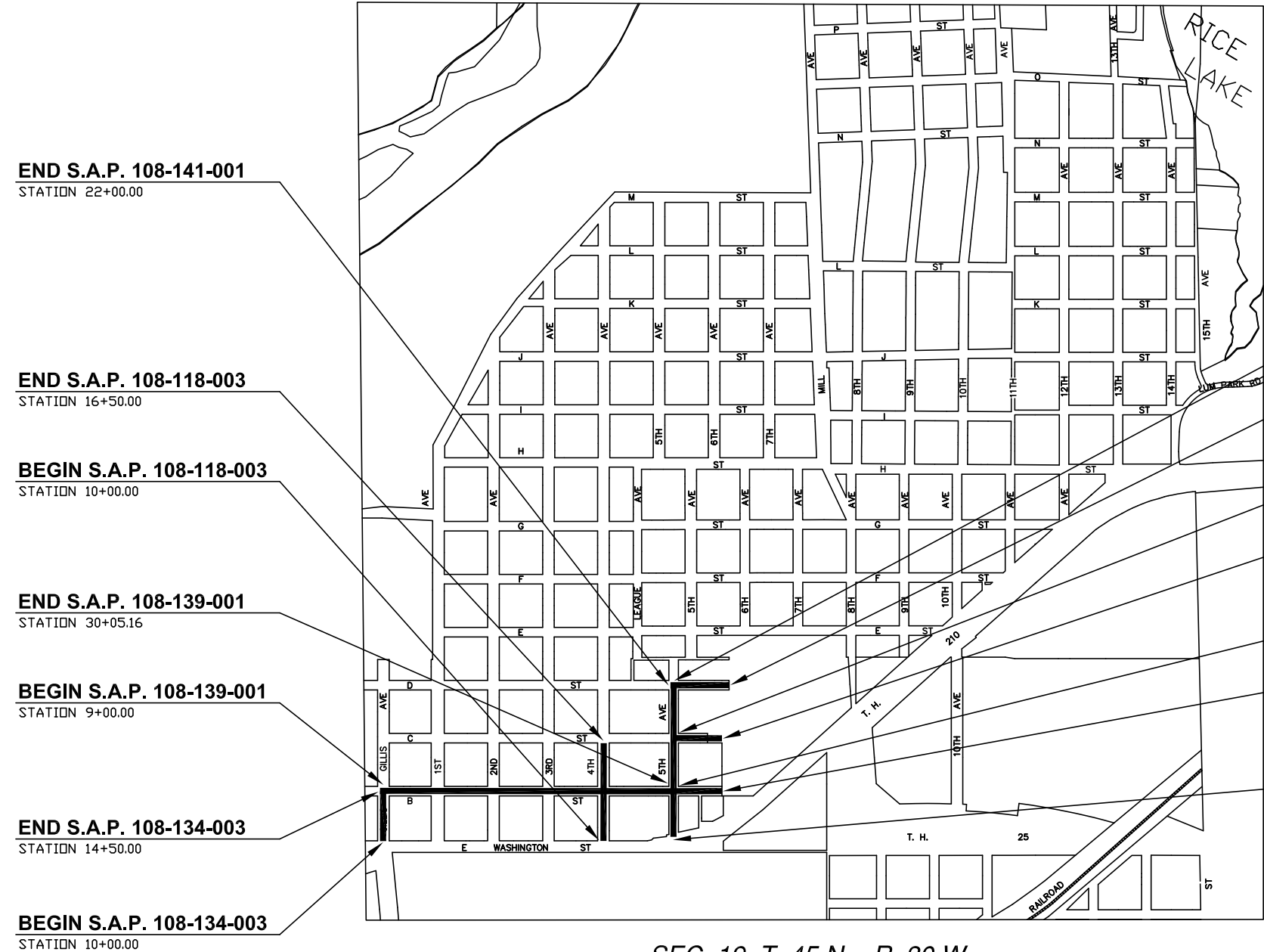
LOCATED ON N.E. 4TH AVENUE BETWEEN WASHINGTON STREET AND N.E. C STREET
LOCATED ON N.E. GILLIS AVENUE BETWEEN WASHINGTON STREET AND N.E. B STREET
LOCATED ON N.E. B STREET BETWEEN N.E. GILLIS AVE AND N.E. 5TH AVE
LOCATED ON N.E. 5TH AVENUE BETWEEN WASHINGTON STREET AND N.E. D STREET

S.A.P. 108-118-003 4TH AVE. SIDEWALK CONSTRUCTION WASHINGTON ST. TO C ST.		
GROSS LENGTH	650.00	FEET 0.123 MILES
BRIDGES - LENGTH		FEET MILES
EXCEPTIONS - LENGTH		FEET MILES
NET LENGTH	650.00	FEET 0.123 MILES

S.A.P. 108-134-003 GILLIS AVE. SIDEWALK CONSTRUCTION WASHINGTON ST. TO B ST.		
GROSS LENGTH	450.00	FEET 0.085 MILES
BRIDGES - LENGTH		FEET MILES
EXCEPTIONS - LENGTH		FEET MILES
NET LENGTH	450.00	FEET 0.085 MILES

S.A.P. 108-139-001 B ST. STREET RECONSTRUCTION GILLIS AVE. TO 5TH AVE.		
GROSS LENGTH	2055.16	FEET 0.389 MILES
BRIDGES - LENGTH		FEET MILES
EXCEPTIONS - LENGTH		FEET MILES
NET LENGTH	2055.16	FEET 0.389 MILES

S.A.P. 108-141-001 5TH AVE. STREET RECONSTRUCTION WASHINGTON ST. TO D ST.		
GROSS LENGTH	1200.00	FEET 0.227 MILES
BRIDGES - LENGTH		FEET MILES
EXCEPTIONS - LENGTH		FEET MILES
NET LENGTH	1200.00	FEET 0.227 MILES



END S.A.P. 108-141-001
STATION 22+00.00

END S.A.P. 108-118-003
STATION 16+50.00

BEGIN S.A.P. 108-118-003
STATION 10+00.00

END S.A.P. 108-139-001
STATION 30+05.16

BEGIN S.A.P. 108-139-001
STATION 9+00.00

END S.A.P. 108-134-003
STATION 14+50.00

BEGIN S.A.P. 108-134-003
STATION 10+00.00

BEGIN CITY IMP. NO. 19-16
STATION 9+00.00

END CITY IMP. NO. 19-16
STATION 14+00.00

BEGIN CITY IMP. NO. 19-16
STATION 9+00.00

END CITY IMP. NO. 19-16
STATION 14+00.00

BEGIN CITY IMP. NO. 19-16
STATION 30+05.16

END CITY IMP. NO. 19-16
STATION 34+00.00

BEGIN S.A.P. 108-141-001
STATION 10+00.00

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

GOVERNING SPECIFICATIONS
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2013 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA "STANDARD UTILITIES SPECIFICATIONS" SHALL GOVERN.
ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

INDEX	
SHEET NO. 1	TITLE SHEET
SHEET NO. 2-4	ESTIMATED QUANTITIES
SHEET NO. 5-7	TYPICAL SECTIONS
SHEET NO. 8-13	PEDESTRIAN CURB RAMP DETAILS
SHEET NO. 14-17	DRIVEWAY AND SIDEWALK DETAILS
SHEET NO. 18-19	STANDARD DETAILS
SHEET NO. 20-22	TEMPORARY SEDIMENT CONTROL DETAILS
SHEET NO. 23-25	SWPPP
SHEET NO. 26-35	EROSION CONTROL
SHEET NO. 36-38	TRAFFIC CONTROL
SHEET NO. 39-48	PLAN & REMOVAL
SHEET NO. 49-56	PLAN PROFILE AND WATERMAIN
SHEET NO. 57-58	STORM SEWER
SHEET NO. 59	STORM SEWER SCHEDULE
SHEET NO. 60-64	PAVEMENT MARKINGS AND STRIPING

THIS PLAN CONTAINS 64 SHEETS.

DESIGN DESIGNATION		N.E. B STREET N.E. GILLIS AVE. TO N.E. 5TH AVE. STA. 9+50.00 TO STA. 30+05.16	
R-VALUE	70 ASSUMED	SIGMA N-18	37, 225
ADT (CURRENT YEAR)		2019 =	390
ADT (FUTURE YEAR)		2039 =	585
PROJECTED HCADT		2039 =	35
SOIL FACTOR		9	TON DESIGN
FUNCTIONAL CLASSIFICATION	LOCAL		
NO. OF TRAFFIC LANES	2-10.5'	NO. OF PARKING LANES	2-70'
DESIGN SPEED	30	MPH	
BASED ON STOPPING SIGHT DISTANCE:			
HEIGHT OF EYE	3.5'	HEIGHT OF OBJECT	2.0'
DESIGN SPEED NOT ACHIEVED AT:			
TOTAL G.E. REQUIRED = 10.0'			
1.5" 2360 WEARING COURSE		=	3.4'
2.0" 2360 WEARING COURSE		=	4.5'
5" 2211 CLASS 5 AGGREGATE BASE		=	5.0'
TOTAL G.E. ACHIEVED = 12.9'			

DESIGN DESIGNATION		N.E. 5TH AVE. WASHINGTON ST. TO N.E. D ST. STA. 10+00.00 TO STA. 22+00.00	
R-VALUE	70 ASSUMED	SIGMA N-18	410,435
ADT (CURRENT YEAR)		2019 =	4300
ADT (FUTURE YEAR)		2039 =	6450
PROJECTED HCADT		2039 =	381
SOIL FACTOR		9	TON DESIGN
FUNCTIONAL CLASSIFICATION	LOCAL		
NO. OF TRAFFIC LANES	2-11.0'	NO. OF PARKING LANES	2-6.5'
DESIGN SPEED	30	MPH	
BASED ON STOPPING SIGHT DISTANCE:			
HEIGHT OF EYE	3.5'	HEIGHT OF OBJECT	2.0'
DESIGN SPEED NOT ACHIEVED AT:			
TOTAL G.E. REQUIRED = 12.7'			
1.5" 2360 WEARING COURSE		=	3.4'
2.0" 2360 WEARING COURSE		=	4.5'
5" 2211 CLASS 5 AGGREGATE BASE		=	5.0'
TOTAL G.E. ACHIEVED = 12.9'			

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

APPROVED: Paul Sandy, P.E. LIC. NO. 53635 DATE 02/21/20
Paul Sandy, P.E. CITY ENGINEER

REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY: DATE
DISTRICT STATE AID ENGINEER

APPROVED FOR STATE AID FUNDING: DATE
FOR STATE AID ENGINEER

STATE AID PROJECT NO. SAP 108-118-003, SAP 108-134-003, SAP 108-139-001, SAP 108-141-001
CITY IMPROVEMENT NO. 19-21, 19-20, 13-21, 19-09, 19-16 SHEET NO. 01 OF 64 SHEETS



INDEPENDENT TESTING TECHNOLOGIES, INC.

337 31st Avenue South, Waite Park, MN 56387

Phone: 320-253-4338 Fax: 320-253-4547

www.independenttestingtech.com

CONSTRUCTION MATERIALS TESTING SERVICE PROPOSAL

April 13, 2020

Mr. James J. Fladung
Assistant City Engineer -- City of Brainerd
501 Laurel Street,
Brainerd, MN 56401

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

RE: **Proposal #04-19**
City Improvements No. 13-21, 19-09, 19-20, 19-21, & 19-16
State Aid Improvements
Brainerd, Minnesota

Dear Mr. Fladung,

We are pleased to submit this proposal to provide the construction materials testing for the above referenced project in Brainerd, Minnesota. We will provide, on an on-call basis, certified and experienced field and laboratory consultants to conduct the necessary testing services for the project as detailed on the attached cost estimate.

Based on our estimated quantities and scope of service, the cost for testing services will be **\$12,270.00**. Please note that if all the tests we have estimated are not conducted, you will only be billed for the tests performed.

We would be pleased to work with you on this project. If you have any questions about our company or the scope of services we offer, please feel free to contact me. I look forward to hearing from you.

Sincerely,

Vince Burr,
CMT Manager/Estimator

Independent Testing Technologies, Inc.
337 31st Avenue South
Waite Park, MN 56387
Phone: 320-253-4338

April 13, 2020
 Proposal #04-19

Project: **City Improvement No. 13-21, 19-09, 19-20, 19-21, & 19-16**
State Aid Improvements
Brainerd, Minnesota

Cost Estimate:

<u>Description</u>	<u>Qty.</u>	<u>Unit Rate</u>	<u>Extension</u>
<u>Subgrade & Management</u>			
Project Management (In-House & On-Site), hourly	6	\$ 80.00	\$ 480.00
Proof Roll (On-Site Observation & Documentation – Subgrade), each	2	\$ 250.00	\$ 500.00
Gradations – Granular Borrow, each	1	\$ 85.00	\$ 85.00
Laboratory Proctor Test (Standard Method), each	2	\$ 185.00	\$ 370.00
Nuclear Density Tests – Trench, Embankment Fill/Subgrade, each	10	\$ 30.00	\$ 300.00
Trip Charges (Travel Time & Mileage), each	5	\$ 60.00	\$ 300.00
Subtotal			\$ 2,035.00
<u>Aggregate Base & Bituminous</u>			
Laboratory Proctor Tests – Standard Method, each	1	\$ 185.00	\$ 185.00
Gradations – Class 5 Aggregate, each	6	\$ 85.00	\$ 510.00
Dynamic Cone Penetrometer Tests, each	6	\$ 50.00	\$ 300.00
Laboratory Moisture Determination, each	4	\$ 50.00	\$ 200.00
Plant Monitoring, hourly	28	\$ 100.00	\$ 2,800.00
Bituminous Properties (Extraction Gradations, & Air Voids), Companions, each	4	\$ 350.00	\$ 1,400.00
Density of Pavement Cores (Includes Trimming & Measurements), each	5	\$ 50.00	\$ 250.00
Percent Crushed, each	1	\$ 70.00	\$ 70.00
Trip Charges (Travel Time & Mileage), each	8	\$ 60.00	\$ 480.00
Subtotal			\$ 6,195.00
<u>Concrete</u>			
Concrete (Air, Slump, Casting, Curing & Compression of Cylinders), per set of 3	12	\$ 145.00	\$ 1,740.00
Plant Monitoring, hourly	16	\$ 85.00	\$ 1,360.00
Gradations, each	4	\$ 85.00	\$ 340.00
Trip Charges (Travel Time & Mileage), each	10	\$ 60.00	\$ 600.00
Subtotal			\$ 4,040.00
TOTAL:			\$12,270.00

Submitted By:
 Vince Burr
 CMT Manager/Estimator

April 29, 2020

Proposal QTB119000

James Fladung, PE
City of Brainerd
501 Laurel St.
Brainerd, MN 56401

Re: Proposal for Construction Materials Testing Services
NE Area Improvements
SAP 108-139-001
Brainerd, MN

Dear Mr. Fladung:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the NE Area Improvements project in Brainerd, Minnesota.

Our Understanding of Project

We understand this project will include the reconstruction of NE B Street from Gillis Avenue to NE 5th Avenue (SAP 108-139-001), NE 5th Avenue from Washington Street to NE D Street (SAP 108-140-001), street improvements on 4th Avenue from Washington Street to NE C Street (SAP 108-118-003) and Gillis Avenue from Washington Street to NE B Street (SAP 108-134-003). Portions of B, C, and D Streets will also have improvements, however, will only use city funding. Construction will include pavement subgrade preparation, aggregate base placement, new concrete curb and gutter, sidewalk, ADA improvements, and driveways along with new bituminous pavements. Improvements to the storm sewer and water main utilities will also be part of these projects.

This project is a City of Brainerd project with state-aid funding and city funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2018 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2018 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by The City of Brainerd, dated February 21, 2020.
- Discussions with you, Mr. James Fladung in regard to our scope of services.

To our knowledge, no geotechnical report was prepared for this project.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base I
- Concrete Field I
- Concrete Plant I
- Bituminous Plant I
- MnDOT or ACI Strength Testing

Accredited Laboratory

In the 2018 / SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in Minnesota. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform gradation tests on stabilizing aggregate, select granular borrow, and aggregate base materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.
- Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Review and periodically observe contractor's quality control gradation and moisture testing of coarse and fine aggregates. Perform concrete plant monitoring per MnDOT 2461 specification.
- Perform coarse and fine aggregate verification gradation tests. Compare agency test results with contractor's test results for compliance with MnDOT 2461 specification.
- Develop the Weekly Concrete Reports for the Project Engineer's review and their submittal to MnDOT's Concrete Office.

Bituminous Related Services

- Perform bituminous plant inspections which includes observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests. Perform bituminous plant monitoring per MnDOT's 2360 specification.
- Collect verification samples per MnDOT's 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.
- Randomly determine bituminous core locations by using MnDOT's random core worksheet and mark pavement core locations.
- Observe the contractor coring and core testing in accordance with MnDOT 2360 specification, which include watching quality control personnel weigh the cores at their laboratory.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Reports.
- Gradation tests.
- Concrete mix designs.
- Weekly concrete reports.
- Concrete compressive strength results.
- Concrete batch plant inspection field forms.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Bituminous mix designs.
- Bituminous batch plant inspection field forms.
- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Random core log location worksheets.
- Completed density incentive/disincentive worksheets.
- Copies of concrete and bituminous plant certifications.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume 23 sets of concrete tests will be required to complete the project.
- We assume one coarse aggregate and one fine aggregate will be tested for each ready mix concrete plant inspection.
- We assume bituminous paving will be completed in four days.
- We assume MnDOT will calibrate and certify the ready mix concrete and bituminous plants.
- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$44,480**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. We have not included premiums for overtime; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and material basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Keith Kluempke at 320-980-3181 (kkluempke@braunintertec.com) or Brett Gruber at 320-428-8578 (bgruber@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Keith J. Kluempke
Project Manager



Shaun W. Sevigny, PE
Business Unit Leader



Brett P. Gruber
Business Unit Manager

Attachments:
Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB119000

NE Area Improvements-SAP 108-139-001

Client:

City of Brainerd
James Fladung
501 Laurel St
Brainerd, MN 56401
(218) 828-2309
tziemer@ci.brainerd.mn.us

Work Site Address:

NE 4th Avenue
NE Gillis Avenue
NE 5th Avenue
NE B, C, and D Streets

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$2,051.00
209□	Sample pick-up	9.00	Hour	80.00	\$720.00
1861□	CMT Trip Charge	3.00	Each	99.00	\$297.00
1162□	Sieve Analysis with 200 wash, per sample	6.00	Each	134.00	\$804.00
1530AG□	Asphalt Content of Aggregate Base, per sample	1.00	Each	150.00	\$150.00
1688AG□	Percent Crushed, Aggregate Base, per sample	1.00	Each	80.00	\$80.00
Activity 1.2	Concrete Testing				\$25,901.00
261□	Concrete Testing	92.00	Hour	80.00	\$7,360.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Steps	1.00	Trips	4.00	4.00
	Sidewalks	14.00	Trips	4.00	56.00
	Curb & Gutter	8.00	Trips	4.00	32.00
278□	Concrete Cylinder Pick up	48.00	Hour	80.00	\$3,840.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	16.00	Trips	3.00	48.00
215□	Concrete Ready Mix Plant Monitoring	50.00	Hour	102.00	\$5,100.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	6.00	Trips	5.00	30.00
	Curb & Gutter	4.00	Trips	5.00	20.00
1861□	CMT Trip Charge	49.00	Each	99.00	\$4,851.00
1364□	Compressive strength of concrete cylinders, per specimen	69.00	Each	30.00	\$2,070.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Steps	1.00	Set	3.00	3.00
	Sidewalks	14.00	Set	3.00	42.00
	Curb & Gutter	8.00	Set	3.00	24.00
1162CO□	Sieve Analysis, per sample	20.00	Each	134.00	\$2,680.00
Activity 1.3	Pavement Testing				\$11,236.00
2689□	MnDOT Bituminous Verification, per sample	4.00	Each	679.00	\$2,716.00
221□	Bituminous Coring	24.00	Hour	102.00	\$2,448.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring & Testing	4.00	Trips	6.00	24.00
1542□	Thickness and Density of Bituminous Core	24.00	Each	50.00	\$1,200.00
222□	Bituminous Verification Testing	40.00	Hour	102.00	\$4,080.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Monitoring	4.00	Trips	10.00	40.00
1861□	CMT Trip Charge	8.00	Each	99.00	\$792.00
Activity 1.4	Project Management				\$5,292.00
226□	Project Manager	20.00	Hour	160.00	\$3,200.00
1230□	MnDOT Final Report	1.00	Each	1,000.00	\$1,000.00



The Science You Build On.

Project Proposal

QTB119000

NE Area Improvements-SAP 108-139-001

228□	Senior Project Manager	1.00	Hour	180.00	\$180.00
238□	Project Assistant	12.00	Hour	76.00	\$912.00
Phase 1 Total:				\$44,480.00	

Proposal Total:	\$44,480.00
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General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

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

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

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

Section 2: Our Responsibilities

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

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

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

further that site conditions may vary over distance or change over time.

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

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

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

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

Section 3: Your Responsibilities

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

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

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

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

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

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

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

Section 5: Compensation

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

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

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

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

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

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

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

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

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

Section 6: Disputes, Damage, and Risk Allocation

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

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

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

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

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

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

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

Section 7: General Indemnification

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

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

Section 8: Miscellaneous Provisions

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

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

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

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

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

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



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Sanitary Sewer Infiltration and Inflow Study and Scoping

☐ 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: 20 Minutes
Summary of Issue: Attached to this request is a memo from staff explaining the attachments along with snippets from the 2003 Phase I report, along with a proposal from SEH to further investigate our sanitary sewer system in a phase II Infiltration and Inflow study.	
Alternatives, Options, Effects on Others/Comments: See the attachments.	
Recommended Action/Motion: Staff recommends approval of the proposal from SEH for the services outlined in the document with half the costs to be paid by BPU. City's share to come from sanitary sewer fund 237.	
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> \$ 39,180 <i>Is this budgeted?</i> ☐ Yes ☒ No <i>Please Explain:</i> This was not part of the budgeting process for 2020, however, we did not perform a sewer rehab or replacement project in 2020, so staff recommends this study to help inform future project decisions in 2021.	



MEMO

TO: Safety and Public Works Committee

FROM: City Engineer Sandy

DATE: May 13th, 2020

SUBJECT: Sewer Infiltration and Inflow (I & I) Study Proposal and Scoping

Over the past couple of months, staff at the City and BPU have been working to scope a sanitary sewer infiltration and inflow study to help better understand the sources of infiltration and inflow into the sanitary sewer system. Brainerd has a very old sanitary sewer system, which causes for old cracked pipes, deteriorating manholes, and cross connections from foundation and basement drains that allow for clean water (rain water, river water, etc.) to enter into the system. This constant inflow (especially after rain events) increases wear and tear on the sanitary sewer collection system, forcemain pumps, forcemains, trunk lines, and inevitably increases treatment costs at the sewer plant. This has a direct reflection on what users of the system see on their monthly bill.

History of Previous Studies

In 2002 and 2003, the City of Brainerd embarked on a City-wide I & I study in which extensive flow monitoring and smoke testing was performed. From this report, many recommendations were formulated from the consultant, and can be seen attached to this memo and agenda request. The City was able to develop many projects from this original study, including the disconnects of numerous roof drains and cross connections during the downtown reconstruction project, the lining of the river trunk line that runs from the Brainerd Industrial Center property to the Evergreen lift station, and other small rehab projects to work on eliminating the sources of I & I in the system. It is important to note that I & I issues are not only a Brainerd problem, and many cities with older sewer systems continually monitor their systems for sources of I & I, and perform these studies regularly to ensure flows are consistent after rain events and we aren't seeing large spikes of clean water into the system. Staff reviewed the report in its entirety, along with SEH staff, and scoped a phase II of the study to further identify and break down regions from the first report to help identify low hanging fruit or potential larger projects for future capital improvement projects.

SEH Proposal

The SEH proposal is a culmination of many hours between City staff, BPU staff, and SEH to scope the proposal according to the original report to ensure the findings would be useful to staff to continue in an I & I abatement program. The original study has a couple of larger areas of Brainerd in which further investigation should be completed and can be seen attached to the SEH proposal. They include the smoke testing of Basin 45, which is basically the SE regions of Brainerd and the trunk segment that runs to the Evergreen lift station through the Franklin football field, the evaluation of the 2005 rehab of the river trunk line segment from the Brainerd Industrial Center to the Evergreen lift station, and the smoke testing and manhole inspection of Basin 401, which is the river trunk line that runs through Rotary and Kiwanis Park before the forcemain crosses the river. These areas are not only the expected sources of I & I from staff's perspective, but was also verified in the 2003 report to be areas of high concentration of I & I.

SEH's total cost to perform this work is estimated to be \$78,360. In conversations with BPU, they have agreed to pay half of this cost, as abatement of I & I benefits the system as a whole with less wear and tear pumping clean water at lift stations, less treatment costs, and more system capacity. By performing this type of work (smoke testing, manhole inspections, etc.), staff will be able to use the data to pinpoint areas of high concentrations of I & I and begin a rigorous program of rehabilitation or replacement of deficient segments while ensuring prioritization of the worst segments or pipes first. This study will be diligent use of funds from the sanitary sewer fund and will be used in unison with any type of camera footage we have or we collect, which has its limitations.

Staff will be available at the SPW and Council meetings to discuss the proposal in detail, along with SEH staff being available to answer more of the technical questions about the methods used during this type of study.



Building a Better World
for All of Us®

May 11, 2020

RE: City of Brainerd, Minnesota
Proposal for Professional Engineering Services
Inflow and Infiltration Sewer Study
SEH No. P-BRDMN 154065

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

Dear Mr. Sandy:

Short Elliott Hendrickson (SEH®) appreciates the opportunity to submit this proposal to the City of Brainerd. Over the past 15 years, SEH has been working with communities in need of inflow and infiltration (I/I) support services. We have worked with dozens of communities throughout Minnesota to identify I/I through sanitary sewer collection system investigations and rehabilitation measures to locate and remove clear water (I/I) sources.

PROJECT BACKGROUND

It is our understanding that the City of Brainerd is looking to perform sanitary sewer investigations as a part of its continued effort to identify and localize areas of I/I making their way into the system. Utilizing the City's 2003 I/I study and flow monitoring data, four (4) main areas were identified for further investigation. The four areas are identified as: Basin 84.5, Basin 45, Basin 401 River Trunk, and the 2005 River Trunk Rehab in Basin 8102. The current investigation would intend to use localized amounts of sewer smoke testing and manhole inspections to further identify specific sources of I/I entering into the system. Field investigation activities could be targeted to start as early as July 2020. No flow monitoring would be proposed as part of the field investigation in 2020. Additional flow monitoring is recommended, however in an effort to utilize funds efficiently all flow monitoring should be postponed until Spring 2021 to accommodate elevated river levels and the snow-melt.

PURPOSE AND OBJECTIVES

The purpose of this work scope is to outline the necessary tasks to assist the City of Brainerd in completion of I/I investigation through sanitary sewer smoke testing and manhole inspections. The main objective of this study will be the use of the final memorandum to help identify future direction for I/I abatement projects within the City.

Scope of Work

The work scope for completing the I/I investigation will include the following tasks. Our staff understands that the success of a program of this nature requires the work to be performed as an extension of City staff and to be respectful of City property and the entire surrounding community.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Task 1.0 – Basin 45

The basin will be investigated for sources of I/I based upon the flow data collected in the City's 2003 study. Current investigation will include smoke testing of the sanitary sewer throughout the basin with priority focus on the trunkline between the Franklin football fields and the Evergreen Lift Station as well the BNSF rail property. Additional manhole inspection will be conducted along the trunkline between the Franklin football fields and the Evergreen Lift Station.

- SEH to provide City staff with smoke testing public notification literature examples for review. City will be responsible for distributing the literature to the general public and emergency services entities prior to the start of smoke testing.
- Perform smoke testing on gravity sanitary sewer lines located within identified sewer basins, shown in Figure 1, using high capacity smoke blower. SEH personnel will visually identify and document each defect location observed during the sewer smoke testing utilizing digital cameras.
- The nature of the smoke testing assessment will be to confirm sewer system connectivity, identify gravity sewer defects, cross-connections between storm and sanitary sewers, and identify defects from private sources such as property owner laterals and illicit downspout connections.
- SEH to conduct Level 1, visual inspection from the street level of all sanitary sewer manholes located within the identified areas outlined in Figure 1.
- SEH will prepare one (1) draft technical memorandum report to the City and conduct one (1) review meeting at the conclusion of the project. The report will be comprehensive of all tasks completed within the project.

Task 2.0 – Basin 401 River Trunkline

The sanitary sewer will be investigated for sources of I/I based upon the flow data collected in the City's 2003 study and the City's knowledge of the system. Current investigation will include smoke testing and manhole inspections of the area identified in Figure 1.

- SEH to provide City staff with smoke testing public notification literature examples for review. City will be responsible for distributing the literature to the general public and emergency services entities prior to the start of smoke testing.
- Perform smoke testing on gravity sanitary sewer lines located within identified sewer basins, shown in Figure 1, using high capacity smoke blower. SEH personnel will visually identify and document each defect location observed during the sewer smoke testing utilizing digital cameras.
- The nature of the smoke testing assessment will be to confirm sewer system connectivity, identify gravity sewer defects, cross-connections between storm and sanitary sewers, and identify defects from private sources such as property owner laterals and illicit downspout connections.
- SEH to conduct Level 1, visual inspection from the street level of all sanitary sewer manholes located within the identified areas outlined in Figure 1.
- SEH will prepare one (1) draft technical memorandum report to the City and conduct one (1) review meeting at the conclusion of the project. The report will be comprehensive of all tasks completed within the project.

Task 3.0 – 2005 River Trunk Rehab Evaluation (Basin 8102)

Evaluation of previous repairs will be initially completed through smoke testing and manhole inspection which shall be conducted in conjunction with other smoke testing investigation to be completed within the City. The proposed investigation area is outlined in Figure 1.

- SEH to provide City staff with smoke testing public notification literature examples for review. City will be responsible for distributing the literature to the general public and emergency services entities prior to the start of smoke testing.

- Perform smoke testing on gravity sanitary sewer lines located within identified sewer basins, shown in Figure 1, using high capacity smoke blower. SEH personnel will visually identify and document each defect location observed during the sewer smoke testing utilizing digital cameras.
- The nature of the smoke testing assessment will be to confirm sewer system connectivity, identify gravity sewer defects, cross-connections between storm and sanitary sewers, and identify defects from private sources such as property owner laterals and illicit downspout connections.
- SEH to conduct Level 1, visual inspection from the street level of all sanitary sewer manholes located within the identified areas outlined in Figure 1.
- SEH will prepare one (1) draft technical memorandum report to the City and conduct one (1) review meeting at the conclusion of the project. The report will be comprehensive of all tasks completed within the project.

FUTURE CONSIDERATIONS

- Basin 84.5 is recommended for sewer flow monitoring and investigation into private property I/I sources. It is recommended that these tasks be completed in conjunction with additional City sewer flow monitoring in order to more efficiently manage costs.
- Additional flow monitoring is recommended for the river trunklines in Basin 401 and 8102 as well as in Basin 45. These activities could entail the use of upwards of seven (7) flow meters. In order to accommodate elevated river levels for the river trunklines, all flow monitoring would be recommended to wait until 2021.

PROJECT SCHEDULE

SEH has the staff available to work on this project and can start as soon as June 1, 2020 provided notice to proceed from the City. All field investigation activities would be expected to occur as early as July 2020. Final project delivery would be projected for October 30, 2020 pending no project extensions or other additions to the base scope of work.

COMPENSATION

The estimated project cost for the total scope of work outlined above would be \$78,360. A cost breakdown of labor and expenses can be found attached at the end of this document. Compensation will be on an hourly basis, based on the actual hours worked for SEH personnel assigned to the project, plus reimbursable expenses. SEH will invoice the project on a monthly basis and will not exceed the project estimate without a review of the current budget and approval from the City prior to conducting the current or any future work tasks. It is assumed that all tasks will be completed under the same authorization in order to efficiently manage mobilization and travel costs.

If you have any questions or comments related to this project, please feel free to call me at 651.318.0350. We look forward to working with the City of Brainerd on this important project.

Sincerely,

SEH



Spencer Cossalter
Project Manager / Design Leader

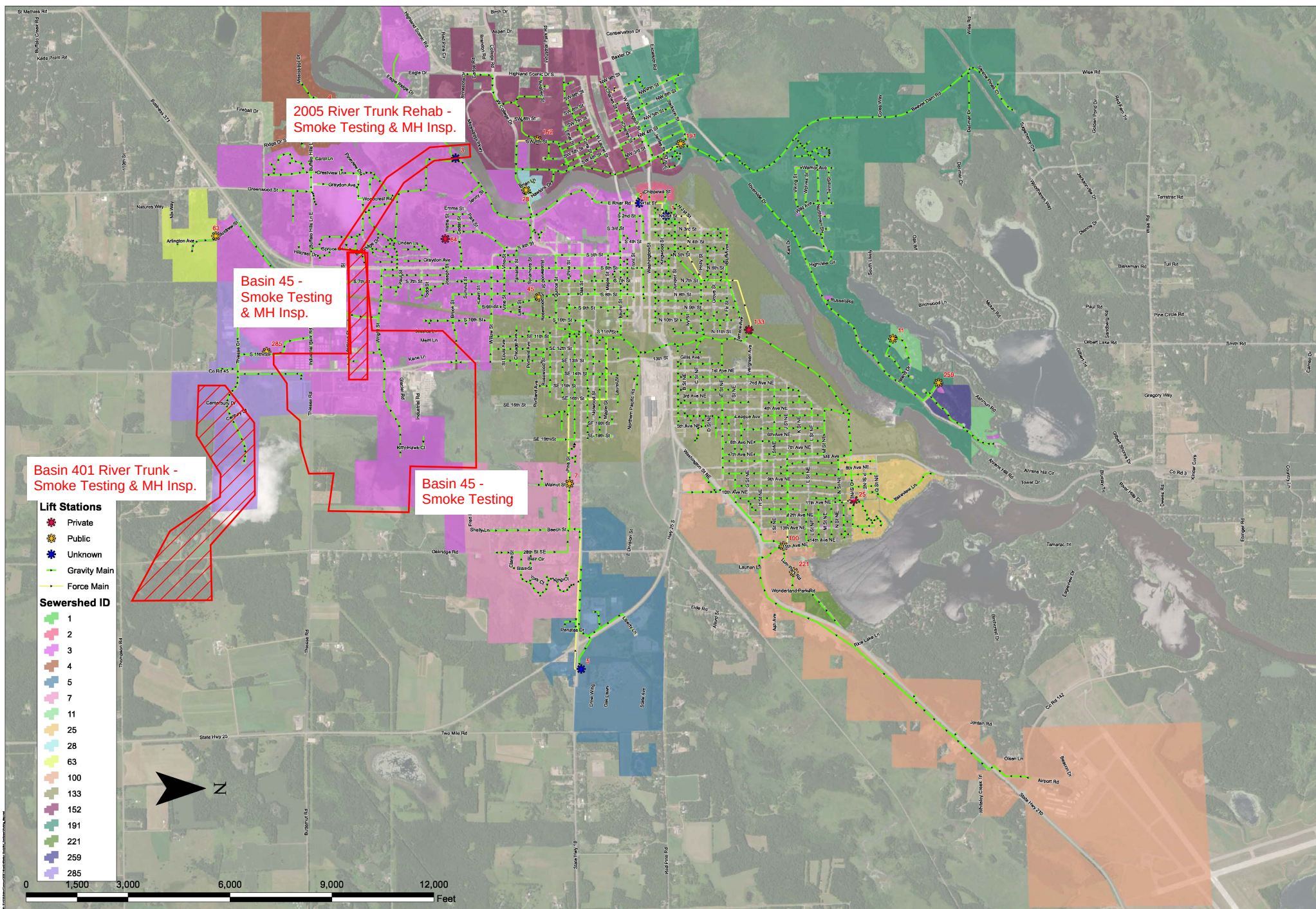
c: Scott Hedlund, SEH
Lindsey Roberts McKenzie, SEH

**Sewer Flow Monitoring Study
City of Brainerd Minnesota
Project Cost Estimate**

	Senior Engineer 180/hr	Staff Engineer \$130/hr	Lead Field Technician \$145/hr	Field Technician \$90/hr	GIS Specialist \$115/hr	Admin. Technician \$95/hr	Total labor
Task							
Task 1.0 - Basin 45							
Notification		4	20	40			\$7,020
Smoke Testing		4	80	160			\$26,520
Manhole Inspection			10	20			\$3,250
Task 2.0 - Basin 401 River Trunkline							
Notification		4	5	10			\$2,145
Smoke Testing		4	20	40			\$7,020
Manhole Inspection			10	20			\$3,250
Task 3.0 - 2005 River Trunk Rehab Evalulation							
Notification		4	5	10			\$2,145
Smoke Testing		4	10	20			\$3,770
Manhole Inspection			10	20			\$3,250
Task 4.0 - Project Setup and Delivery							
Project Management	8	16			40	12	
Final Technical Memoradum	4	24	24		8		\$8,240
Wrap Up Meeting	4	4	4				\$1,820
Labor Hours Subtotal	12	64	194	340	48	12	\$66,610

Project Reimbursable Expenses	Total
1. Field Vehicle Expenses	\$2,000
2. Safety Equipment	\$200
3. Smoke Blower	\$1,900
4. Per Diem	\$7,650
Total Reimbursable Expenses	\$11,750

Total Project Costs	\$78,360
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1. Introduction

The City of Brainerd has experienced Infiltration and Inflow (I/I) into the sanitary sewer system for many years. I/I robs the capacity of the system needed for sanitary sewer flows in order to convey the extraneous clear water from infiltration and inflow of runoff. This extraneous water can increase the capital expenditures required in order to provide additional capacity as the City grows and overtaxes the wastewater treatment plant. Treating clear water through the treatment works is neither efficient nor cost effective for that facility.

The Minnesota Pollution Control Agency (MPCA) authorizes and permits the discharge to receiving water bodies of the State from treatment facilities. They closely monitor the discharge volumes to ensure compliance with the permit. The existing treatment facility has a permitted design capacity of 3.13 Million Gallons per Day (mgd). The City of Baxter utilizes a portion of that capacity to meet their demands on a contract basis with the City.

In 1975, the Utility contracted with Ginner and Associates to conduct and I/I analysis of the sewer system to identify I/I sources and evaluate the condition of the system. Numerous overflows points, cross connects and I/I sources were identified in that report. It is our understanding that all of the overflow points and most of the cross connects were eliminated as a result. Manhole rehabilitation and replacement of leaking covers was also undertaken as remedial actions to reduce the I/I.

In recent years, the flows at the treatment plant have been regularly exceeding the permitted capacity during periods of extended or heavy rainfall and elevated river levels. In general, rainfall over .5" will push the treatment plant up to its capacity. River levels over 13' also will tend to exceed the plant capacity. Though a specific flood stage has not been established for the Brainerd gage, 13' causes flooding of the low lying areas and therefore we will assume it to be the flood stage for this immediate area. Each of these two types of events was looked at as part of the study.

The study utilized several different diagnostic techniques to evaluate the amount and magnitude of I/I throughout the different sections for the collection system. They included extensive physical flow monitoring within the collection system and monitoring of lift station flows by daily run time logs. Smoke testing was used in selected test areas to both look for inflow sources of direct runoff connections and determine if a more extensive program was feasible for Phase 2 of the abatement program. A rough physical inspection of numerous manholes was undertaken during the smoke testing operation and flow monitoring phase. Lastly, televising of the collections system was undertaken in specific areas in order to take a close look at the condition of various pipe segments.

A public information program was also included as part of the Phase 1 abatement program. It is critical that the public understand I/I in order to deal with removing private sources of clear water from the system. The program that was put together included an educational piece that informed the resident what I/I is, what it means to them in system costs and how to prevent I/I at their own homes. The program included a local press release and information included as part of the utility bill stuffers. The smoke testing program also included public meetings that gave a chance to educate the public on what I/I is and how we were looking for it. Many one on one contacts were also made during actual testing to help reinforce their knowledge of what steps the City was taking to investigate this problem.

2. Flow Monitoring

Flow monitoring was undertaken on various points within the system during the spring and summer of 2000. A total of nine (9) flow meters were installed throughout the City. The meters were in place from early March through July. Their locations were selected to divide the City into smaller segments in order to analyze the magnitude from each of the sub-areas. This pattern helps prioritize further monitoring on a smaller sub-basin approach if a problem is encountered. Known or suspected I/I sub-basins were also targeted based on City and Utility staff input.

The winter of 1999-2000 did not produce a lot of snow pack and warm weather further reduced that snow pack before the spring melt. The spring and summer was also generally dry in 2000, thus we did not collect a good data set to analyze and make solid decisions on where the problems

existed. In fact, one of the known problem areas did not display any significant I/I throughout the monitoring. Thus, we decided to pull the meters and wait until the following spring and redo the flow testing. Figure 1 presents the monitoring locations, identification number and tributary areas flowing to each monitor for both monitoring seasons. It also shows that locations of the City lift stations with their corresponding names.

The winter of 2000-2001 provided a good snow pack, especially late in the winter season. The spring and summer were also wet and characterized by many heavy rainfall events. Significant precipitation events that occurred during the two-year monitoring period are shown in Table 1. The monitoring results show a marked difference between the two monitoring seasons. The later season shows very clearly that I/I indeed does enter the system during both rainfall and elevated river level events. It is also corroborated several suspected I/I areas that did not show up in the first season. Flows at the treatment plant were also significantly higher in the second season.

Pump run time data for all City lift stations except for the larger Evergreen station, was also collected during the monitoring periods. The Evergreen station utilizes variable speed pumps that do not allow you to accurately measure flow without a more elaborate and expensive monitoring system. Thus, we monitored all flow that is tributary to that lift station. The data collected for each pump indicated the time that each pump would turn on and turn off. We were able to then calculate the total time that each pump ran per day and the discharge capacity of those pumps. Table 2. shows the actual existing pump capacity for each of the lift stations from measured data. These pump rates could be and are often different than the design pump conditions. This is useful information for the Utility to know the actual capacity of those pumps.

The run time data provided a useful tool to monitor the flows to each station, thereby acting as a flow monitor of sorts. A discussion of the Lift Station monitoring results can be found in the Analysis section. The detailed results of the Lift Station flows can be found in the Appendices.

Table 1. Significant Precipitation Events

Date	Amount (in)
3/5/00	0.40
3/9/00	0.83
4/3/00	0.50
4/20/00	0.50
5/8/00	2.16
5/15/00	0.44
5/27/00	0.90
6/13/00	1.63
6/15/00	0.70
6/25/00	0.40
7/6/00	0.45
7/8/00	2.50
7/9/00	0.65
4/7/01	1.80
4/12/01	0.80
4/23/01	2.31
5/20/01	0.54
5/21/01	0.84
5/22/01	0.29
5/25/01	0.55
6/11/01	0.67
6/13/01	4.75
6/18/01	0.52
7/18/01	0.52
7/28/01	1.02
8/16/01	0.53
8/29/01	0.54

Table 2. Lift Station Pumping Rates

Lift Station Name	Wet Well Diameter (ft)	Pumping Rate (gpm)
Lum Park	6	230
Norgard	6	236
Tenth Avenue	6	254
Walnut Street	6	665
Brian Lane	6	211
SW Sixth Street	8	529
Meadowview	6	202
Tyrol	6	203
Buffalo Hills	6	261

3. Flow Monitoring Analysis

The discussion of monitoring results is broken down below by each monitoring sub-basin for both the 2000 and 2001 monitoring periods. Figure 2 & 3 present the flows received at the treatment plant vs. the water produced and precipitation for 2000 and 2001 respectively. This basic graph provides a good snapshot of the low flow I/I and the increase in I/I during precipitation events. Figures 4 & 5 present the run time data for each of the City lift stations over time and against precipitation during that period. This graph also gives a good snapshot of the increase in pumping required as a result of precipitation. It is useful to target specific areas where the flows have increased.

3.1 2000 Monitoring Season Basins:

Sub-basin 84.5 - Northeast Brainerd

This area was selected as it was suspected of generating excess I/I by City staff. The City had monitored this area in 1999 and determined that I/I was problem in this basin. The area is characterized by aging infrastructure in an older part of the City. The Tenth Avenue lift station is within this basin.

Figures 6-9 show the 2000 flow rates vs. time for various precipitation events in that time period that are noted in Table 1. The graphs show that the flows are elevated for several days after an event and gradually trend downward. This indicates the infiltration is occurring due to moisture percolating through the soil. Leaking manholes, pipe joints and foundations drains will produce this type of infiltration source. You can also see a short spike of flow increase immediately after larger rainfall events that would be attributed to inflow from holes in manhole covers or private sump pumps connected to the system. The total flow increase is minor in this area during this monitoring period.

The 2001 monitoring data more closely matches City staff observations in this area with much higher flows after larger precipitation events. The magnitude of the flow increase is

300%. The same pattern exists as in 2000 with short spikes of inflow after the rainfall and longer periods of infiltration for several days to a week after the events. The flows will rise quickly on the declining side of the flow hydrograph when another rain event occurs. We plotted the river hydrograph against the flows vs. time and found no significant correlation in this system. The flows are directly related to precipitation. Figures 10-12 present sample periods from the 2001 flow records that illustrate the system response.

The Tenth Avenue lift station shows an increase in the run times after rainfall events. See Figures 4 & 5. The average pumping time increases by approximately $1/3^{\text{rd}}$ during the summer period. The records show the short spike in pumping time after a large rain and the increased time for some period after a precipitation event. This also correlates with the flow data.

Sub-basin 8102 – (Includes Lum Park lift station area)

The flow data from this area was logged during the 2000 season. It clearly shows a large spike during the workweek and is very consistent. This sub-basin includes the Lum Park lift station drainage area that includes business along the TH 210 corridor from TH 25 to Wonderland Park Rd. The remainder of the area is largely residential. The residential base flow component changes very little with precipitation and the business spike is very stable throughout the period. The chief concern in this area is the high run times that the Lum Park lift station experiences. Lum Park lift station runs in excess of 400 minutes per day. It is pumping about 25% of the day on average and 75-100% of the time during the working hours. This is very high and causes undue stress and wear on the pumps.

As a result of this initial data, flow monitors 4841 and 811803 were installed in the system in 2001. The results, presented in Figures 13-15, show indeed that a large water user connected to the system directly impacts the flows. The business has clearly defined shifts of 4-10 hour days per week. The flows discharged from this business closely match the existing Lum Park lift station pumping capacity, thereby clarifying the reason behind the high pumping times at this station. This station will need to be upgraded to handle this capacity without burning up the pumps.

Sub-basin 4802

Area 4802 is primarily residential, but includes the mall and surrounding businesses along Hwy 210. The flow monitoring results from 2000, shown on Figures 16-19, shows a predominantly stable flow pattern over the course of the monitoring period. Only short spikes of flow increases are evident after larger rainfall events. This would indicate sump pump flows or inflow from manhole covers. The I/I from this area is not significant and within the normal parameters. No further monitoring of this area was undertaken in 2001 or is required as follow-up.

Sub-basin 4900.5

Area 4900.5 is characterized by primarily residential neighborhoods, but includes Whittier Elementary School and that Hospital. The flow monitoring results show a very stable flow pattern after larger rain events indicating that infiltration or sump pumps are not a problem in this area. However, there are large spikes of flow during rain events that drop off quickly after the event is over. See Figures 20-23. This is evidence that inflow from either manhole covers or cross connects are present in this basin. This area was selected as a pilot area for smoke testing based on this evidence. The results of the smoke testing confirmed the presence of cross connects of roof drains and gutters into the sanitary sewer. Further detail is provided in the Smoke Testing section of this report. There is no need to further investigate this area via flow monitoring.

Sub-basin 45 – East downtown and East Central Brainerd

The flows to the monitor include areas 4900.5 and 4802. Flows from those areas were removed from the total flow to accurately obtain the flow from the tributary area shown on Figure 1. Area 45 encompasses a significant portion of the City with various land uses. It includes the east half of the downtown area and the east-central residential area. It also includes the State Hospital, growth areas along Oak Street to the East, Franklin Jr. High and Harrison Elementary schools. The Walnut and Meadowview lift stations are included in the drainage basin. This monitor is just upstream of the Evergreen lift station.

The flow monitoring undertaken in 2000 shows a fairly stable base flow from this area with the exception of after larger rain events. The sample flows shown in Figures 24-27 presents this evidence. You can see that the base flow is consistent, but does yield a large spike after precipitation events. Those spikes go down quickly and do not prolong elevated flows for any substantial period of time. This indicates that infiltration is not large in this area, but that inflow sources are present. The downtown portion of this area was smoke tested to try and find cross connects. The results of that testing indeed showed that several connections were on the sanitary sewer system. Both schools and many rooftops in the downtown area have storm drains connected. A more detailed discussion of those results is presented in the Smoke Testing section.

This area was further subdivided in the 2001 monitoring season to define where the inflow sources were coming from. These stations, numbers 54, 57 and 58 separated the areas upstream of the downtown, the downtown area and the Burlington Northern Santa Fe Railroad shops from the overall flow. These areas are further described in this section.

Sub-basin 15 – West downtown Brainerd

Monitor 15 collected flows from the west half of the downtown area and also included the river trunk north of East College Drive. The primary land use in this drainage basin is commercial. To accurately measure the flows in this basin, flows from monitors 45, 8102 and 84.5 were removed from the total flow measured.

The flow monitoring results from 2000 shown in Figures 28-31 have similar characteristics to area 45. The base sewer flows are fairly stable, but sharp inflow spikes are evident after larger rainfall events. Flows increase by as much as 300% after rainfalls. The data reflects inflow sources from the downtown area. Smoke testing did locate several sources of storm sewer connections in the downtown area. A more details summary of this information is presented in the Smoke Testing section. Further monitoring of the west downtown area is not required.

Sub-basin 1402 – West Brainerd

The west side of Brainerd is characterized by a mix of commercial, residential and institutional land uses. Three lift stations, Tyrol Drive, SW 6th Street and Brian Lane, are located in this area. The flow meter and/or location did not work properly during the entire monitoring period. Consequently, flow results obtained were not reliable and/or accurate of what was taking place in this basin. The lift station run times are the only means to evaluate the I/I potential. The three lift stations cover the majority of the drainage basin, thus valuable data can be observed from these three sources.

The tributary to the Brian Lane lift station is very small and inconsequential to the overall picture. However, the runtime data does confirm that no substantial anomalies exist in this system during periods of wet weather. The drainage area to the Tyrol lift station is the northerly portion of the entire drainage basin. The data shows elevated running times at the station in the months of June and July with June being the larger of the two. There is no strong correlation to large rainfall events in July or consistency to rainfall in June. It is not possible to determine what is happening in this lift stations drainage area. Lift Station run time monitoring should be continued to look for any patterns.

The SW 6th lift station is the largest station in the basin and includes the flows from Tyrol. The run time data shows that the flows elevate as you go from April to May and then are consistent into July. We believe this is simply due to increase load on the system attributed to tourism. A significant increase from large rainfall events is not evident. No further monitoring of this station except to correlate flows with Tyrol is necessary from an I/I perspective.

Sub-basin 13 – South Central Brainerd

This tributary area is largely residential, but includes the high school and technical school. The flows from this area, shown in Figures 32-34, present a very stable base flow pattern with large spikes of inflow only after the largest rainfall events. This indicates that the source is likely from holes in manhole covers that become inundated after large rainfall events. The total increase in flow is small compared to the overall picture, but

could be easily removed by a survey of the potential manholes in the basin. No further monitoring is required.

Sub-basin 401 – South Brainerd

Area 401 is characterized by largely residential and some commercial along the south end of Hwy 371 business route. Buffalo Hills Lane and Norgard lift stations are located within this basin. The flows shown in Figures 35-37 present similar results to basin 13. Only large, short duration rainfall events have any significant impact on the system. This is most likely from manhole inundation. The lift station run times do not show any increases for Brian Lane and increases that are tourism driven for Norgard. They do not display any relationship to rainfall events. No further monitoring is required for I/I from this area.

3.2 2001 Monitoring Season Basins:

The 2001 season concentrated in three specific areas that included the River Trunk, sub-dividing area 45 and Northeast Brainerd area 84.5.

Sub-basin 84.5 – Northeast Brainerd

This area was re-evaluated due to the belief that this area contributed a substantial amount of I/I to the system and the 2000 monitoring season was fairly dry and did not produce the results we expected. Figures 38-40 show sample flows from the 2001 season. As in 2000, but at a larger magnitude, rainfall quickly elevates the flows and keeps the flows elevated for a longer period of time. This further confirms that inflow is still a problem in this basin. The graphs show that the flows are not directly related to elevated river levels, but rather precipitation events. The longer drawn out flows are from infiltration in the system from leaky joints or manholes, foundation drains or sump pumps. The flows rise in excess of 300% from the normal base flows.

This area is definitely a problem source of I/I for the City. A more detailed investigation of the sanitary sewer system in this area is warranted in Phase 2. Sump pump inspections would also be advisable in this area.

River Trunk Area

The River Trunk is described as the 27" pipe along the east side of the Mississippi River from East College Driver to the point at which it crosses the river to the south. Sub-basins 13, 15, 401 and 1402 are all tributary to this trunk and through this pipe. There are no other connections to the trunk. This allows us to separate the flows tributary to the pipe from those existing in the pipe via the treatment plant meters. The moderate flooding that occurred in the spring of 2001 was captured during this monitoring period.

A mass balance was performed on the flows that contributed to the river trunk and compared to the flows realized at the treatment plant for the 2000 flow data. A large discrepancy was found in this reach. As the concrete pipe is very old, close to the river and subject to inundation by both groundwater and surface water, a more detailed analysis was recommended for 2001. The plan included placing monitors upstream of this reach at manhole 13 for both the flows from the north and east and also manhole 401. This essentially captured all flows coming to this reach of the trunk except the small amount of domestic sewage discharged from the water treatment plant. A meter was also placed in manhole 3 at the far downstream end in order to allow comparison of the tributary flows from the final pipe discharge flows.

The flow data from 2001 confirmed the mass balance results. A significant amount of I/I is occurring within this reach of pipe. Figures 41-45 present a sample of these results. The graphs show that a large amount of infiltration is occurring under dry/cold weather conditions and that the flows increase in response to the elevated river levels during spring runoff. Nearly 700,000 gallons per day of infiltration occurred when the river was cresting at approximately 16'. During low flows that number is reduced to approximately 300,000 gallons per day. The low flow amount is significant in and of itself and accounts for the majority of the infiltration during low flow periods. As a result of this

information, televising of the river trunk was undertaken in April of 2002. The results of that effort are described in the River Trunk Televising section of this report.

Sub-basin 401 – South Brainerd

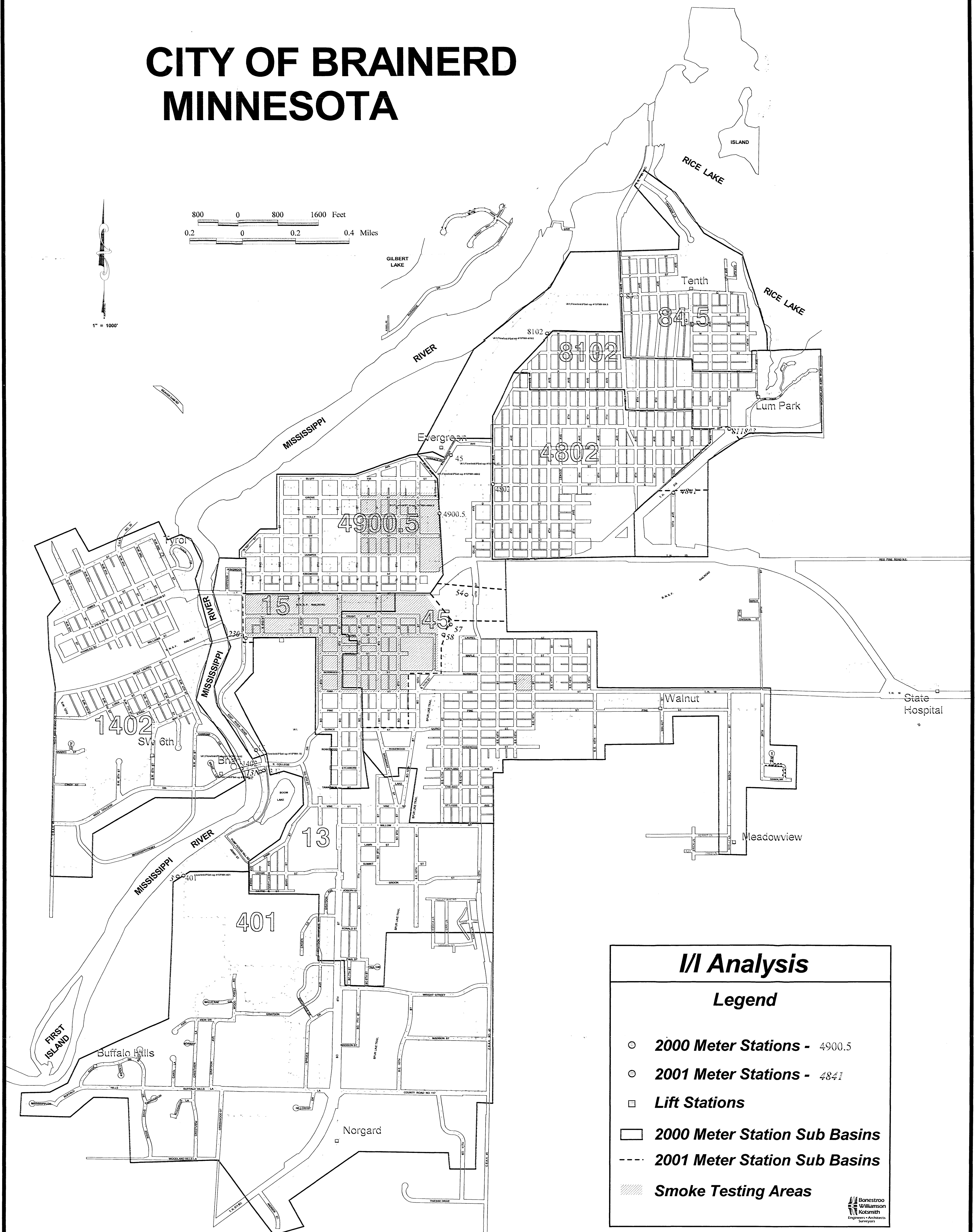
The 2001 flow data also showed that the higher river levels experienced in the spring heavily impacted area 401. Figure 46 shows this very clearly. The flows are only impacted by the river level and not rainfall events. Further investigation on the trunk line at the downstream end of this area should be undertaken. It is possible that backwater conditions from the River Trunk could have impacted the meter.

Sub-basins 54, 57 and 58 – A subdivision of area 45

The flow data results, shown on Figures 47-49 in summary form, indicates that both inflow and infiltration is occurring from area 54, East Downtown, and area 57 which is the east central are of Brainerd. After large precipitation events, flow spikes from the downtown; the BN shops and the residential area exist. The flows are then elevated for several days from the residential area indicating the infiltration is occurring in that area. Foundation drains, leaky pipe joints and manholes are likely candidates in this area. Both the Walnut and Meadowview lift stations also show longer running times over 2000. This area should be further studied in Phase 2 to narrow down the problem areas with emphasis on the lift station tributary areas.

Figure 1

CITY OF BRAINERD MINNESOTA



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Jeff Hulsether, City Engineer
Phone: 218-828-2309

FOR IMMEDIATE RELEASE

Keith Yapp, Consulting Engineer
Phone: 320-529-4371/800-829-4553

SMOKE TESTING WILL HELP LOCATE SEWER SYSTEM PROBLEMS

City crews and consultants will begin smoke testing sanitary sewers in the Central Business District and in the B&N shops industrial area in September as part of a continuing effort to pinpoint flaws in the system that are straining city resources and costing the wastewater utility and its customers money. "We're looking for places where stormwater may be getting into the sanitary sewer system," explained City Engineer Jeff Hulsether.

Smoke testing is the second part of an infiltration and inflow (I/I) study that began last spring, when flow meters were installed in selected city sanitary sewers to measure how quickly flows increased following rainstorms. Hulsether explained that sanitary sewer pipes are designed to handle the fairly steady flow of wastewater from homes and businesses as people use their sinks, toilets, tubs, and showers. An increased flow in the sanitary sewer during, or just after a rainstorm is a good indication that stormwater is getting into the system.

Engineers call this additional water inflow and infiltration (I/I), and it's bad, Hulsether explained, because it can put more water in the sanitary sewer system than it is designed to handle. This not only stresses the system and increases treatment costs, in extreme cases it can cause back-ups and basement flooding. The flow metering results pinpointed areas of the city that merited further investigation, such as smoke testing.

When the smoke tests are in progress people in the test areas may see smoke coming out of manholes or storm drains, from vent stacks on buildings, and maybe even out of the ground itself. In rare cases, smoke will exit the system through a floor drain or plumbing fixture that has no "P-trap" built into it. (A P-trap is the u-shaped bend you see in the pipes under your sink. It's designed to trap a reservoir of water and keep sewer gases, and in this case smoke, from coming out of drains and plumbing fixtures.)

Notice of the exact dates and times of the smoke testing will be given to area merchants and residents. Local fire and police departments will be notified so they'll be ready for possible false alarms.

The cold smoke mixture used in the tests is non-toxic, and leaves no residue on buildings or interior furnishings. Hulsether said city engineering staff members, along with consultant staff, would be stationed in strategic locations during the tests to watch for the smoke.

When smoke is spotted escaping from a stormwater drain or manhole cover, it indicates a connection between that storm sewer and the sanitary sewer. Smoke escaping from roof drains or gutters indicates a roof drainage system that is improperly connected to the sanitary sewer system. The next step is to pinpoint the connection or leak, and decide if it's severe enough to warrant repair.

Hulsether explained that because the system is designed to handle a small amount of extra water, minor leaks are often left alone. "It's just not cost effective to dig up a whole street to repair the small ones," he said. "When we find a single large cross connection, or an area where many small leaks are clustered together, that's where we want to spend our money."

He pointed out that any place where the water can be diverted before it enters the system, such as roof leaders and sump pumps, is also cost-effective to address. "Disconnecting an above-ground pipe that's been sending a roof full of rainwater into the system is simple, and relatively cheap," said Hulsether.

The I/I study should be completed next year. "Once we have a good picture of where and what the problems are, we will weigh the cost of repair against the benefit of reduced stress and reduced treatment costs, and use our money to best advantage," said Hulsether.

(Sidebar)

ABOUT INFLOW AND INFILTRATION

Inflow and infiltration (I/I) is the term engineers use to describe the two most common ways that clear water (rainwater, snowmelt, groundwater, etc.) enters sanitary sewer systems. Some I/I is expected, and systems are designed to handle a little extra water. However, as that amount of water grows, it not only increases treatment costs, it also puts a strain on the sanitary sewer and overworks the treatment system, shortening their useful life. Both are expensive to replace, so cities want to be sure they get the full life-span from each.

“Inflow” refers to water that flows into the system through direct connections, such as a sump pump that drains into a floor drain or laundry tub, a roof leader connected directly to the sanitary sewer, or what’s called a cross-connected storm sewer, one that is connected directly to the sanitary sewer. How do these things happen?

In the case of the sump pump, many homeowners who install their own systems don’t realize that city ordinances prohibit draining the pumps to sinks or floor drains. One or two homes with this type of connection are not a major problem, but a whole neighborhood of such homes adds a remarkably large amount of water to the system. All sump pumps should drain outside the house, well away from the foundation.

In some older buildings, many roof leaders (downspouts) are connected to the sanitary sewer. All of the rainwater or snowmelt from those buildings' roofs will go directly into the collection system and on to the treatment plant. A large commercial area with many of these connections adds a lot of water to the system.

The cross-connected storm sewer problem is often a relic of older days. Before modern wastewater treatment plants were built, many cities had combined storm and sanitary sewers, and the untreated mixed sewage and stormwater flowed directly into the nearest river, lake, or stream. Nature was supposed to take care of things. But nature got overloaded, treatment plants were built, and sewer systems were separated... mostly. Engineers still find the occasional missed cross connection.

"Infiltration" is the term used when cracks, bad joints, or breaks in the sanitary sewer allow ground water into the system. Older, clay pipe systems often have breaks, and newer plastic pipes can have bad joints, or develop loose joints over time. Like most municipal systems, Brainerd's sanitary sewers are regularly inspected using small television cameras pulled through the pipes. Repair of problem areas can be as extensive as digging up major sections of the system and replacing them, or as simple as inserting a liner into the bad area through a nearby manhole.

END

**Notice to all Residents and Businesses in the
Brainerd Northern Residential District
(Brainerd Central Business District)**

Brainerd Utilities have scheduled smoke testing of the sanitary sewers in your area for Wednesday, October 25. The area to be tested is bounded by Fir Street to the North, Kingwood Street on the South, 6th Street on the West, and 11th Street to the East. A public meeting to explain the test in detail and answer any questions will be held on Monday, Oct. 9, at 6:30 p.m. at (TBD). All interested residents and merchants are invited to attend.

(Brainerd Utilities have scheduled smoke testing of the sanitary sewers in the Central Business District for Monday and Tuesday, October 23 and 24. A public meeting to explain the test in detail and answer any questions will be held on Monday, Oct. 9, at 5 p.m. at City Hall in the Council Chambers. All interested residents and merchants are invited to attend.)

Smoke testing is the second part of an infiltration and inflow (I/I) study that began last spring, when flow meters were installed in selected city sanitary sewers to measure how quickly flows increased following rainstorms. Sanitary sewer pipes are designed to handle the fairly steady flow of wastewater from homes and businesses as people use their sinks, toilets, tubs, and showers. An increased flow in the sanitary sewer during, or just after a rainstorm is a good indication that stormwater is getting into the system.

Engineers call this additional water inflow and infiltration (I/I), and it's bad because it can put more water in the sanitary sewer system than it is designed to handle. This not only stresses the system and increases treatment costs, in extreme cases it can cause back-ups and basement flooding. The flow metering results pinpointed areas of the city that merited further investigation, such as smoke testing.

When the smoke tests are in progress you may see smoke coming out of manholes or storm drains, from vent stacks on buildings, and maybe even out of the ground itself. In rare cases, smoke will exit the system through a floor drain or plumbing fixture that has no "P-trap" built into it, or where the trap has dried out. A P-trap is the u-shaped bend you see in the pipes under your sink. It's designed to trap a reservoir of water and keep sewer gases, and in this case test smoke, from coming out of drains and plumbing fixtures. If you have a basement floor drain that is seldom used you may want to pour a bucket of water down it a day or two before the tests to be sure there is water in the P-trap.

The cold smoke mixture used in the tests is non-toxic, and leaves no residue on buildings or interior furnishings. City engineering staff members, along with consultant staff, will be stationed in strategic locations during the tests to watch for the smoke. Local fire and police departments will be notified so they'll be ready for possible false alarms.

When smoke is spotted escaping from a stormwater drain or manhole cover, it indicates a connection between that storm sewer and the sanitary sewer. Smoke escaping from roof

drains or gutters indicates a roof drainage system that is improperly connected to the sanitary sewer system. Once those locations are pinpointed, their severity can be estimated and appropriate repairs planned.

(Jeff Hulsether, City Engineer 218-828-2309

Keith Yapp, Bonestroo Williamson Kotsmith Project Engineer 1-800-829-4553)

ABOUT INFLOW AND INFILTRATION

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number of roots present in this system. Hairline cracking was also observed on the pipe, but nothing that is out of normal for a pipe that has been in the ground for a period of time. This alone would not require the pipe to be replaced.

One glaring problem that was identified was a segment of pipe that had settled to the pipe that the pipe is totally submerged. This segment is located under the Boom Lake outlet. This segment could be a likely source of I/I if the joints are pulled apart or if there is a large leak that allows the river water to enter the pipe. Unfortunately, there is no way to confirm that any leaks are occurring, as the pipe is impassable to normal inspection techniques. However, the pipe has settled to that extent debris could be settling out in the pipe and slowly clogging it. The velocity in the pipe must be enough to keep the pipe open somewhat for all these years. The pipe is nearing the end of its anticipated useful life and will need to be replaced in the next 10 - 30 years maximum. Replacement of this segment for its age and/or other maintenance reasons should be considered. If undertaken, a potential source of inflow could be found and repaired.

6. Recommendations and Priorities

The City of Brainerd's sanitary sewer system is exposed to a great deal of I/I from various sources throughout the system. This Phase 1 study's purpose was to gather background information and act as a pilot study to help refine the ultimate I/I abatement program. The Phase 1 program was very successful in identifying I/I source areas and was able to pinpoint many smaller sources of I/I that can be programmed for repair.

The following is a prioritized list of recommendations and tasks for the City to undertake to successfully expand their I/I abatement program into Phase 2.

Infiltration and Inflow Issues (I/I):

1. Continue public information newsletters and articles to educate the citizens about I/I and keep it in their minds.
2. Flow monitoring should continue on the River Trunk segment to verify preliminary findings.

3. Replacement of the River Trunk should be thoroughly reviewed as an option based on the current condition and coordinated with continued flow testing. This single stretch of pipe contributes approximately 75% (293,000 gallons per day) of the dry weather and 30% of the wet weather I/I flow.
4. The City should work with the School District to remove the inflow sources located on their property. Approximately 50-75,000 gallons of inflow per 1" on rainfall is entering sewer system.
5. The City should work with other private and public entities to remove other inflow sources found that are easy to undertake. Approximately 75,000 – 100,000 gallons or inflow per 1" of rainfall is entering system.
6. The City should monitor flows from the City of Baxter to look for excessive I/I in that waste stream. The data should be routinely shared with Baxter so that the two entities can work together cooperatively to remove I/I sources from being introduced at the WWTP.
7. Basin 84.5 should be broken into small segments for flow testing. Continue to monitor the 10th St lift station run times to correlate with flow data. Approximately 150,000 gallons per day of infiltration enters the system during wet weather from this area. This is 15-20% of the base infiltration.
8. Basin 45 should be further subdivided for flow testing to identify I/I problem areas. The Walnut and Morningview lift stations run times should be closely monitored with precipitation to look for trends. Approximately 225,000 gallons per day of infiltration enters the system during wet weather from this area. This is 20-30% of the base infiltration.
9. The 18" trunk line at the downstream end of basin 401 should be inspected and monitored. Determine if the flow in this segment is subject to river level fluctuations.
10. Smoke testing on the Basin 45 upstream of the downtown connection should be undertaken. The Burlington Northern and Santa Fe Railroad maintenance shops should be included in the testing area.
11. The City should coordinate any downtown street or drainage improvements with known inflow sources to provide the ability for those sources to be separated from the sanitary. An interim program to disconnect those sources except during the winter season could be implemented.

12. Continue to monitor the Tyrol lift station run times to determine if a pattern exists with rainfall.
13. Hold public hearings after more data is collected and analyzed if private sources are factor in the ultimate solution.

Additional Issues Unrelated to I/I:

14. The Lum Park lift station needs to be upgraded to accommodate the current flows that it is receiving with expansion capabilities included.



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Consider City of Brainerd Preparedness Plan/COVID-19 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 & Chief Holmes	Department: Administration/FD
Presenter (Name & Title): Bergman & Holmes	Estimated Time Needed: 15 Minutes
Summary of Issue: The Governor issued Executive Order 20-56 Safely Reopening Minnesota's Economy and Ensuring Safe Non-Work Activities during the COVID-19 Peacetime Emergency. Under this Order, the City of Brainerd must have a Preparedness Plan in order to safely reopen our facilities. Staff has created a Preparedness Plan for your review (see attached).	
Alternatives, Options, Effects on Others/Comments: Our COVID-19 Subcommittee will be meeting Friday morning to discuss any modifications to the City of Brainerd's Stay at Home Work Plan based on Executive Order 20-56 and will be presenting this to Council on Monday night.	
Recommended Action/Motion: Adopt the City of Brainerd's Preparedness Plan.	
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>	



COVID-19 Preparedness Plan for the City of Brainerd

The City of Brainerd is committed to providing a safe and healthy workplace for all our staff. To ensure that, we have developed the following Preparedness Plan in response to the COVID-19 pandemic. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces. This requires full cooperation among staff and management. Only through this cooperative effort can we establish and maintain the safety and health of our staff and workplaces.

Management and staff are responsible for implementing and complying with all aspects of this Preparedness Plan. The City of Brainerd managers and supervisors have our full support in enforcing the provisions of this plan.

Our Preparedness Plan follows Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines and OSHA standards related to COVID-19 and addresses:

- Prompt identification and isolation of sick staff and staff exposed to sickness
- Reducing the spread of COVID-19 in the workplace
- Additional information; and
- Communication and training

Stay Home if you Feel Ill

Many times, with the best of intentions, employees report to or stay at work even though they feel ill, but employees should not stay at nor report to work if they feel ill due to the current circumstances. If you feel ill, please inform your supervisor or designee immediately, leave immediately if you are at work, and do not return to work unless and/or until you are no longer ill, or a pandemic virus is unlikely. Employees who report to work ill will be sent home in accordance with these health guidelines. We may request appropriate information related to illnesses from any employee before reporting to work and documentation from an ill employee before such employee may return to work.

Stay Home if you have COVID-19 Symptoms or Positive Test

If employees have any of the symptoms described below and/or have tested positive for COVID-19, you must inform your supervisor or designee immediately, leave immediately if you are at work, and do not return to work unless and until the guidelines below are met. Employees who are at or report to work under these circumstances will be sent home in accordance with these health guidelines. We may request appropriate information related to these items from any employee before reporting to work and documentation from an ill employee before such employee may return to work.



COVID-19 Preparedness Plan for the City of Brainerd

It is critical that employees **check for, leave work, and do not report to work** while they are experiencing **any** symptoms such as the following:

- Fever (100.4 degrees Fahrenheit or higher)
- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- New loss of taste or smell

If you have COVID-19 symptoms described above, but have not been tested, do not come to work until:

- You have had no fever for at least 72 hours (that is three full days of no fever without the use of medicine that reduces fevers); and
- Other symptoms have improved (for example, your cough or shortness of breath have improved); and
- At least 7 days have passed since your symptoms first appeared; and
- You have followed the guidance of your healthcare provider and local health department.

If you have had COVID-19 symptoms described above and have tested positive for COVID-19, do not come to work until:

- You no longer have a fever (without the use of medicine that reduces fevers); and
- other symptoms have improved (for example, when your cough or shortness of breath have improved); and
- you received two negative tests in a row, 24 hours apart. Your doctor will follow CDC guidelines; and
- You have followed the guidance of your healthcare provider and local health department.

If you have not had COVID-19 symptoms described above but tested positive for COVID-19, do not come to work until:

- At least 7 days have passed since the date of your first positive COVID-19 diagnostic test; and
- You have had no subsequent illness; and
- You have remained asymptomatic; and



COVID-19 Preparedness Plan for the City of Brainerd

- More than 3 days have passed since your discontinuation of isolation; and
- You have followed the guidance of your healthcare provider and local health department.

If you develop any of the following **emergency warning signs**, as specified by the CDC, get **medical attention immediately**:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion or inability to arouse
- Bluish lips or face

If you are sick with COVID-19 or suspect you are infected with the virus that causes COVID-19, you should contact your health care provider immediately and take the necessary steps to help prevent the disease from spreading to people in your home, place of employment, and community, which includes staying at home.

Stay Home if you have been Exposed to COVID-19

NOTE: The following guidelines do not apply to sworn Police Department Staff. Sworn Staff will follow the CDC's guidelines for law enforcement personnel: <https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html>

Close Contact

If a household member or guest, an intimate partner, or someone you are providing care for has COVID-19 symptoms, or if you have been in close contact (less than 6 feet) for a prolonged period of time with a person with COVID-19 symptoms, you should:

- Inform your supervisor or designee immediately
- Leave work immediately if you are at work
- Stay home until 14 days after last exposure and maintain social distance (at least 6 feet) from others at all times
- Self-monitor for symptoms
- Check temperature twice a day
- Watch for fever, cough, or shortness of breath
- Avoid contact with people at higher risk for severe illness (unless they live in the same home and had same exposure)
- Follow CDC guidance if symptoms develop



COVID-19 Preparedness Plan for the City of Brainerd

Travel

If you traveled to a country with widespread sustained (ongoing) transmission of COVID-19 as established by the CDC, or traveled on a cruise ship or river boat:

- Inform your supervisor or designee immediately
- Leave work immediately if you are at work
- Stay home until 14 days after your last exposure and maintain social distance (at least 6 feet) from others at all times
- Self-monitor for symptoms
- Check temperature twice a day
- Watch for fever, cough, or shortness of breath
- Avoid contact with people at higher risk for severe illness (unless they live in the same home and had same exposure)
- Follow CDC guidance if symptoms develop

If you traveled from any other country:

- Inform your supervisor or designee for a determination of whether you should stay home, or leave work if you are at work
- Practice social distancing
 - Maintain a distance of at least 6 feet from others
 - Stay out of crowded places
- Be alert for symptoms
 - Watch for fever, cough, shortness of breath
 - Take temperature if symptoms develop
- Follow CDC guidance if symptoms develop

If you are planning on traveling:

- Carefully consider whether travel is necessary
- Inform your supervisor or designee
- Check the CDC's Traveler's Health Notices for the latest guidance and recommendations for each country to which you will travel.
 - Self-monitor for symptoms before starting travel
 - Check temperature twice a day
 - Watch for fever, cough, or shortness of breath
- If you become sick after starting travel, promptly call a healthcare provider for advice as needed, and inform your supervisor or designee.



COVID-19 Preparedness Plan for the City of Brainerd

- If outside the United States, a U.S. consular office can help locate healthcare services. However, U.S. embassies, consulates, and military facilities do not have the legal authority, capability, and resources to evacuate or give medicines, vaccines, or medical care to private U.S. citizens overseas.

Inability to be at Work

We provide paid sick time and other benefits to compensate eligible employees who are unable to work under certain circumstances. You should refer to applicable personnel policies, labor contracts, and notices related to such benefits.

The City of Brainerd may consider allowing certain employees in certain positions to work from home. For more information about such arrangements, please contact your supervisor and refer to applicable personnel policies and notices.

Reduce the Spread of COVID-19

Basic Hygiene

Wash your hands frequently with warm, soapy water for at least 20 seconds, but especially at the beginning and end of their shift, prior to any mealtimes and after using the toilet. All visitors to the facility will be required to wash their hands prior to or immediately upon entering the facility. Use hand sanitizer with at least 60% alcohol if soap and water are not available.

- Alcohol-based hand sanitizers will be provided throughout the workplace and in common areas.

Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer containing at least 60% alcohol.

Avoid touching your eyes, nose, and mouth with unwashed hands.

Clean and Disinfect

Clean and disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces should be cleaned with soap and water prior to disinfection.

- Cleaning sprays and wipes will also be provided to clean and disinfect frequently touched objects and surfaces such as telephones and keyboards. You should clean these office surfaces daily.



COVID-19 Preparedness Plan for the City of Brainerd

Social Distancing

- Maintain a distance of at least 6 feet from other employees, patrons, customers, etc.
- Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.
- Use telephone and video conferencing instead of face-to-face meetings as much as possible during this outbreak
- Avoid people who are sick with the above-symptoms or known to have traveled internationally or in a community in which COVID-19 is widespread.

Face Masks

You are encouraged to wear a face mask cover while at work as a means of protecting others if you are infected.

- Homemade mask or procedural masks are the recommended style.
- Continue to keep at least 6 feet away from others.

Further guidance on facemasks is available from the CDC here: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>

Personal Protective Equipment

Guidance related to any PPE that should be worn by employees to minimize exposure to hazards that cause serious workplace injuries and illnesses will be communicated to specific positions by supervisors.

Other Measures

Different areas of the organization will be taking specific measures to reduce the spread related to the above-items. City of Brainerd administration and supervisors will communicate to you such measures.

Employee Group-Specific Measures

More specific measures may be taken for specific employee groups based on their work, sites, and risk of exposure to illness. We will be continually monitoring how to handle related workplace issues and will update you accordingly. In addition, City of Brainerd administration and supervisors will communicate to you any impacted operational issues related to your position.



COVID-19 Preparedness Plan for the City of Brainerd

Additional Information

Additional general guidance on COVID-19 is available here:

- CDC Fact Sheet: <https://www.cdc.gov/coronavirus/2019-ncov/downloads/2019-ncov-factsheet.pdf>
- MDH Guidance: <https://www.health.state.mn.us/diseases/coronavirus/index.html>

Communications and training

This Preparedness Plan will be communicated and training will be provided to all staff. Managers and supervisors are to monitor how effective the program has been implemented.

This Preparedness Plan has been approved by the Brainerd City Council and was posted throughout the workplace, online, and on the network. It will be updated as necessary.

Nothing in this communication establishes any precedent or practice. The City of Brainerd may change or eliminate these items, or portions thereof, at any time and without notice.

This plan supplements existing employment policies, rules, procedures, and regulations. All current employment policies, rules, procedures, and regulations remain in full effect, except for instances where this plan directly contradicts another current policy, rule, procedure, or regulation in which case this plan supersedes existing policy, rule, procedure, or regulation. Therefore, employees are encouraged to review all other such policies, rules, procedures, and regulations in conjunction with this plan.

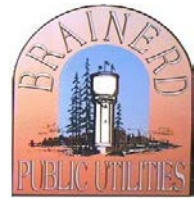
Please contact Brainerd City Administrator Jennifer Bergman at jbergman@ci.brainerd.mn.us, telephone at 218-828-2307, or in-person with any questions or concerns.

Thank you for your cooperation.

Certified by: _____
Jennifer Bergman, City Administrator



Health Screening Questionnaire for City/BPU Staff and Facility Visitors



The safety of our employees, their families and our citizens is the City of Brainerd/BPU's highest priority. The Centers for Disease Control and Prevention (CDC) and state/local health authorities have acknowledged community spread of COVID-19 and issued attendant precautions.

To reduce the potential risk of exposure to our workforce and facility visitors, we are conducting a simple screening questionnaire. Your participation is important to help us protect you and everyone in this building. Thank you for your time and participation.

Date:	
Employee or Visitor's Name:	Phone number: (mobile/home)
Visitor's Company/Organization:	

Self- Declaration by Employee or Visitor Please check yes or no for questions 1-5	
1	Do you currently have symptoms that may be due to COVID-19, particularly: • A fever, or a sense of having a fever? <i>Note:</i> If a person's body temperature is at or above 100.4 degrees Fahrenheit, the individual may not be admitted to City Hall. • A new cough that you cannot attribute to another health condition? • New shortness of breath that you cannot attribute to another health condition? • A new sore throat that you cannot attribute to another health condition? • New muscle aches that you cannot attribute to another health condition or that that may have been caused by a specific activity (such as physical exercise)? • Fatigue that you cannot attribute to another health condition? • Chills, and or repeated shaking with chills, that you cannot attribute to another health condition? • A new loss of taste or smell that you cannot attribute to another health condition? ☐ No ☐ Yes <i>Reference Sources:</i> CDC: COVID-19 Symptoms DEED FAQs on safely returning to work

2	Have you been in close contact with someone diagnosed with COVID-19 either within 72 hours before their symptoms started, within 7 days after their symptoms began, or within 3 days after their symptoms ended? ☐ Yes ☐ No ☐ Unknown <i>Reference Source:</i> CDC: If you are sick
3	Have you attended any events larger than 10 people within the last 14 days? ☐ Yes ☐ No <i>Reference Source:</i> <i>On March 16, 2020, President Donald Trump issued guidelines to limit gatherings of more than 10 people.</i> White House Corona Guidance
4	Have you traveled internationally in the last 14 days? ☐ Yes ☐ No <i>Reference Source:</i> CDC: Travelers
5	Have you been in close contact with someone who has traveled internationally within the last 14 days and is now sick with any of the symptoms listed in Question 1? ☐ Yes ☐ No <i>Reference Source:</i> CDC: Travelers and Cruises

If the answer is “yes” to any of the questions, access to the facility will be denied. The City/BPU will make alternate arrangements to provide services to individuals denied access pursuant to this questionnaire.

=====

I agree to abide by *City of Brainerd/BPU's* rules and procedures regarding social distancing, handwashing, and face covering as well as any additionally required PPE during the time I am in this workplace.

Signature (visitor/employee): _____

Date: _____

Pursuant to the Minnesota's Government Data Practices Act as well as the Americans with Disabilities Act, the content of this form is non-public data and only to be shared with those working for the city where their position reasonably requires access.



Notice and Consent to Obtain Medical Info



Notice

You are hereby notified that that City of Brainerd/BPU is collecting information related to COVID-19-related symptoms during the COVID-19 pandemic. This information is being obtained for the purposes of determining whether you have COVID-19 symptoms that may be a direct threat to the health of others.

You may refuse to provide the requested information. If you refuse to provide the information, however, the City of Brainerd/BPU will not allow you to work on the day it requested the information from you.

The following individuals and entities may have a legal right to access this information:

- An arbitrator or hearing officer;
- State and federal courts;
- State and federal enforcement agencies, including, but not limited to the Federal Equal Employment Opportunity Commission, Minnesota Department of Human Rights, and the U.S. Department of Labor;
- Appropriate licensing entities and agencies;
- The Minnesota Department of Employment and Economic Development Unemployment Insurance Program;
- Law enforcement agencies and prosecutorial authorities;
- Participants in any litigation, mediation, veteran's preference or civil service hearing, grievance arbitration, or other administrative proceeding which results from the actions;
- Persons or entities whom you authorize to receive the data;
- Persons whose work assignment for the City of Brainerd/BPU reasonably requires access to the information; and
- Any other person or entity authorized by state or federal law.

Consent

I hereby consent to the City of Brainerd/BPU collecting information related to illness symptoms. This consent is valid for one year from the date indicated below or upon the City of Brainerd/BPU's receipt of my signed written notice to it to withdraw my consent.

Signature

Date

Name (Printed)

Department

MEMO



TO: Mayor and City Council

FROM: City Administrator, Jennifer Bergman

DATE: May 18, 2020

RE: COVID-19 Update

The Governor issued Executive Order 20-56 Safely Reopening Minnesota's Economy and Ensuring Safe Non-Work Activities during the COVID-19 Peacetime Emergency (see attached.)

As I reviewed the Order as it relates to the City of Brainerd, there were a few things for the Council to consider:

- 1) All gatherings of more than 10 people are prohibited. However, the limits on gatherings in this Executive Order do not apply to legislative and other governmental meetings. Remote meetings are strongly encouraged whenever possible.

Recommendation: Council Chambers are still in the process of being remodeled and should be completed by the week of May 25th. The audio/visual equipment will not be complete until the middle of June. However, there may be an option to do an in-person meeting in Chambers for the June 15th meeting. We will bring a recommendation to the Council at the June 1st meeting.

- 2) Customer facing businesses can open but must have a Preparedness Plan and not exceed 50% of normal occupancy

As we prepare for reopening city facilities to the public, we begin to put things in place as required under the Governor's Order and as outlined in our Preparedness Plan. The glass, as approved by the City Council at the May 4th meeting, will be installed the week of May 18th. We are purchasing the necessary equipment needed such as gloves, masks and sanitizing needs. We would recommend that our city facilities remain closed to the public until we have secured everything necessary to protect the public and our staff.

We have updated the City of Brainerd Stay at Home Work Plan (see attached). As you can see in the plan, more City staff will be splitting their time between home and city facilities. City staff will continue to be available by appointment when needed. In addition, we have been and will continue to be available to the public by phone and email. We have staff reporting to our city facilities, so we are more accessible to the public when we have someone come to our facilities. All staff reporting to our facilities have received a letter outlining the expectations of keeping the public and staff safe (see attached).

Recommendation: Remain closed to the public until June 2nd while we prepare to implement the requirements in the Preparedness Plan. Approve the updated City of Brainerd Stay at Home Work Plan. As you can see, we have more and more staff returning to work at our city facilities; however, we will not exceed the 50% of normal occupancy.

Motion: Adopt the updated City of Brainerd Stay at Home Work Plan

- 3) The Preparedness Plan must adequately address the following:
 - a. Require work from home whenever possible. All Plans must ensure that all workers who can work from home continue to do so.
 - b. Ensure that sick workers stay home. All Plans must establish policies and procedures, including health screenings, that prevent sick workers from entering the workplace.
 - c. Social distancing. All Plans must establish social distancing policies and procedures
 - d. Worker hygiene and source control. All Plans must establish hygiene and source control policies for workers.
 - e. Cleaning, disinfection, and ventilation protocols. All Plans must establish cleaning, disinfection, and ventilation protocols for areas within the workplace.
- 4) Each non-critical business must ensure that training is provided to workers on the content of its Plan

Recommendation: Approve the City of Brainerd Preparedness Plan.

CITY OF BRAINERD'S COVID-19 WORK FROM HOME PLAN

*Essential Employees Who Must Remain on the Job per Governor's Order		
DEPARTMENT	JOB TITLE	REPORTS TO WORK
POLICE	POLICE CHIEF	Alternating Weeks Remote/Report
POLICE	DEPUTY POLICE CHIEF	Alternating Weeks Remote/Report
POLICE	POLICE LIEUTENANT	Yes
POLICE	POLICE SERGEANT	Yes
POLICE	POLICE SERGEANT	Yes
POLICE	POLICE SERGEANT	Yes
POLICE	POLICE SERGEANT	Yes
POLICE	INVESTIGATOR	Alternating Weeks Remote/Report
POLICE	INVESTIGATOR	Alternating Weeks Remote/Report
POLICE	POLICE OFFICER	Yes
POLICE	POLICE OFFICER	Yes
POLICE	POLICE OFFICER	Yes
POLICE	POLICE OFFICER	Yes
POLICE	POLICE OFFICER	Yes
POLICE	POLICE OFFICER	Yes
POLICE	POLICE OFFICER	Yes
POLICE	POLICE OFFICER	Yes
POLICE	POLICE OFFICER	Yes
POLICE	POLICE OFFICER	Yes
POLICE	POLICE OFFICER	Yes
FIRE	FIRE CHIEF	Yes
FIRE	FIRE MARSHAL / DEPUTY FIRE CHIEF	Yes

***This list of Essential Employees includes our 35 Paid-on-Call Firefighters**

****Modified Teleworking Employees (Working a Normal Schedule)**

DEPARTMENT	JOB TITLE	WORK FROM HOME
ADMIN	CITY ADMINISTRATOR	Split Home/City Facility
COMMUNITY DEVELOPMENT	COMM DEV DIRECTOR	No
COMMUNITY DEVELOPMENT	BUILDING OFFICIAL	No
COMMUNITY DEVELOPMENT	HOUSING INSPECTOR	No
COMMUNITY DEVELOPMENT	ZONING SPECIALIST / PERMIT TECH	No
FINANCE	FINANCE DIRECTOR	Split Home/City Facility
FINANCE	PAYROLL / HR - ADMIN SPECIALIST 2	Split Home/City Facility
FINANCE	ADMIN SPECIALIST - ADMIN	Split Home/City Facility
FINANCE	A/P - ADMIN SPECIALIST	Split Home/City Facility
FIRE	ADMIN SPECIALIST 2 - FIRE	Yes
HR	HR DIRECTOR	Split Home/City Facility
IT/GIS	IT/GIS DIRECTOR	Split Home/City Facility
IT/GIS	IT SPECIALIST	Split Home/City Facility
ENGINEERING	CITY ENGINEER	No
ENGINEERING	ASST CITY ENGINEER	No
ENGINEERING	SENIOR ENG TECH / PROJECT COORD	No
ENGINEERING	ENGINEERING TECH	No
ENG (TRANSIT)	TRANSIT COORDINATOR	Yes
ENG (TRANSIT)	TRANSIT OPERATIONS SPECIALIST	Yes
PARKS	PARK DIRECTOR	No
PARKS	RECREATION COORDINATOR	No
PARKS	ADMIN SPECIALIST - PARKS	Split Home/City Facility
POLICE	POLICE ADMIN SUPERVISOR	No
POLICE	POLICE RECORDS MGMT LEAD	No

****Teleworking employees are expected to work their normal work schedule (8 hours per day/40 hours per week) during the time identified in the Governor's Executive Order 20-20. Overtime will not be authorized unless approved by the City Administrator**

Employees Unable to Work from Home - Reported for Work

DEPARTMENT	JOB TITLE	REPORTS TO WORK
ENG (STREET)	STREET & SEWER FOREMAN	Yes
ENG (STREET)	MAINT III / SEWER LEAD	Yes
ENG (STREET)	MAINT III / BLADE OPERATOR	Yes
ENG (STREET)	MAINT III / HEAVY EQUIP OPERATOR	Yes
ENG (STREET)	MAINT II	Yes
ENG (STREET)	MAINT I	Yes
ENG (STREET)	MAINT I	Yes
PARKS	PARK FOREMAN	Yes
PARKS	PARK MAINT I	Yes
PARKS	PARK MAINT I	Yes
PARKS	PARK MAINT I	Yes
PARKS	PARK MAINT I	Yes
PARKS	PARK MAINT I	Yes
POLICE	POLICE RECORDS MGMT TECH	No
POLICE	POLICE RECORDS MGMT TECH	No
POLICE	POLICE RECORDS MGMT TECH	No
POLICE	POLICE RECORDS MGMT TECH	No
POLICE (CSO - Part-time)	COMMUNITY SERVICE OFFICER	Yes
POLICE (CSO - Part-time)	COMMUNITY SERVICE OFFICER	Yes
POLICE (CSO - Part-time)	COMMUNITY SERVICE OFFICER	Yes
POLICE (CSO - Part-time)	COMMUNITY SERVICE OFFICER	Yes

Interns/Temp		
DEPARTMENT	JOB TITLE	WORK FROM HOME
ADMIN	COMMUNICATIONS/MARKETING	No
COMMUNITY DEVELOPMENT	CODE COMPLIANCE	No
HR	HR INTERN	No
IT/GIS	GIS INTERN	No
PARKS	PARK INTERN	No
ENG (STREETS)	STREET PAINT CREW	No
ENG INTERN	ENG INTERN	No

Date: May 6, 2020

To: Community Development Department Employees

From: City Administrator Jennifer Bergman

**cc: Community Development Director David Chanksi &
HR Director Kris Schubert**



www.ci.brainerd.mn.us

Re: Notice of Scheduling Changes for Community Development Department employees

As you are probably aware, Governor Walz has decided to extend the Stay at Home Order to try to flatten the curve regarding the COVID-19 pandemic for most workers/businesses until May 18, 2020. As a critical services worker that has difficulties continuing to perform their duties via telework, the City of Brainerd is providing this notice that you may return to work at City Hall.

Based on these actions, along with extensive review, consideration, consultation, and discussion internally and externally, you are hereby notified that you may return to work at City Hall, effective May 11, 2020, until you are otherwise notified for the Community Development Department employees:

1. Employees may continue to work from home as long as required work continues to be completed in a timely and efficient manner.
 - a. Should the timeliness and efficiency of work be decreased, employees may be required to report to City Hall for work.
2. When employees return to City Hall, necessary precautions should be taken, including but not limited to:
 - a. Wearing masks when in public.
 - b. Maintaining at least 6 feet from others' workstations at all times.
 - c. Maintaining a workspace clear of clutter and regularly sanitizing work areas.
 - d. Staying/working from home when feeling ill or if a family member is ill.
3. Lunches and breaks will be staggered.
4. Employees shall be assigned the following vehicles for use:
 - a. Building Official Darrin Deseth – Light Blue Chevrolet Impala
 - b. Building Inspector Jason Stockinger – Grey Ford F-150
 - c. Community Development Director David Chanski – Blue Jeep Compass
 - d. Code Compliance Inspector Aaron Hanson – Navy Blue Chevrolet Impala
5. When operating a City vehicle, interiors (steering wheel, dashboard, door handles, etc.) will be sanitized by the employee that uses it after every use.
6. When conducting inspections, employees are expected to utilize pandemic safety precautions including complying with social distancing requirements and wearing protective equipment (facemasks, gloves, etc.).
7. Please follow the attached CDC guidelines regarding cleaning your workstation at City Hall throughout the day. The Community Development Director will be responsible for wiping down common areas (door knobs, service counter, etc.) on the 2nd floor of City Hall twice per day.

We also expect that employees will conduct full sanitation of their work vehicle and workstation at the end of each shift including wiping all surfaces with a sanitizing spray and cloth.

Breaks will be taken at different times. If they must be taken at the same time, we will ask that each person be in a different room. High traffic appliances in the break room shall be only used with gloves and shall be wiped down after each use.

Maintaining social distancing within City Hall and out in the public will reduce the chances significantly of spreading the virus to each other if someone has contracted it.

Of course, I would include that, if you are sick, to stay home and follow the CDC's guidelines for self-quarantine if applicable.

Here is some additional information that may assist you with this transition:

Paid Leave

Normal vacation, comp time and sick leave rules including the emergency leave provisions of the FFCRA will apply if you cannot work your scheduled work hours.

Employee Assistance Program

The City of Brainerd participates in an Employee Assistance Program (EAP) through HealthPartners. EAP is a work-based intervention program designed to identify and assist employees in resolving personal problems. Please do not hesitate to use the services available through the EAP by contacting the HealthPartners EAP at:

- Call 866-326-7194
- Sign in to hpeap.com. EAP Password: Sourcewell.
- Download the iConnectYou mobile app (EAP passcode: 56655) to text or video chat.

EAP services are confidential and available 24/7. There's no cost to you, your dependents or people in your household.

Other Public Support Programs

You may eligible for additional public support programs. To find out what programs you may be eligible for and how to apply for such programs, you can go to the website of Bridge to Benefits at <http://mn.bridgetobenefits.org/>. Bridge to Benefits is a multi-state project that links individuals and families to public support programs and tax credits.

Questions and Assistance

Any questions that you may have or assistance required regarding the foregoing should be directed to Community Development Director David Chanski by phone at 218-454-3409 or email at dchanski@ci.brainerd.mn.us or HR Director Kris Schubert by phone at 218-454-3415 or email at kschubert@ci.brainerd.mn.us.

Nothing in this course of action or letter creates or is intended to create: (1) an express or implied contract, covenant, promise or representation between you and the City of Brainerd; (2) any guarantee of continued employment with the City of Brainerd or hours of work; or (3) any precedent or practice of the City of Brainerd. This course of action is based on your circumstances as they exist as of the date of this letter. The City of Brainerd may change, supplement, and/or eliminate any items or your employment status at its sole discretion as permitted by law or contract.

The City of Brainerd appreciates your service and hopes that we can return to normal operations in the near future.



Centers for Disease Control and Prevention
CDC 24/7: Saving Lives, Protecting People™

Coronavirus Disease 2019 (COVID-19)

Cleaning and Disinfecting Your Facility

Everyday Steps, Steps When Someone is Sick, and Considerations for Employers

How to clean and disinfect



Clean

- Wear disposable gloves to clean and disinfect.
- Clean surfaces using soap and water, then use disinfectant.
- Cleaning with soap and water reduces number of germs, dirt and impurities on the surface. Disinfecting kills germs on surfaces.
- Practice routine cleaning of frequently touched surfaces.
 - More frequent cleaning and disinfection may be required based on level of use.
 - Surfaces and objects in public places, such as shopping carts and point of sale keypads should be cleaned and disinfected before each use.
- High touch surfaces include:
 - Tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sinks, etc.



Disinfect

- Recommend use of EPA-registered household disinfectant [↗](#).
Follow the instructions on the label to ensure safe and effective use of the product.
Many products recommend:
 - Keeping surface wet for a period of time (see product label).
 - Precautions such as wearing gloves and making sure you have good ventilation during use of the product.
- Diluted household bleach solutions may also be used if appropriate for the surface.
 - Check the label to see if your bleach is intended for disinfection, and ensure the product is not past its expiration date. Some bleaches, such as those designed for safe use on colored clothing or for whitening may not be suitable for disinfection.
 - Unexpired household bleach will be effective against coronaviruses when properly diluted.
Follow manufacturer's instructions for application and proper ventilation. Never mix household bleach with ammonia or any other cleanser.
Leave solution on the surface for at least 1 minute.

To make a bleach solution, mix:

- 5 tablespoons (1/3rd cup) bleach per gallon of water
OR
- 4 teaspoons bleach per quart of water
- Bleach solutions will be effective for disinfection up to 24 hours.
- **Alcohol solutions with at least 70% alcohol may also be used.**



Soft surfaces

For soft surfaces such as carpeted floor, rugs, and drapes

- **Clean the surface using soap and water** or with cleaners appropriate for use on these surfaces.
- **Laundry items** (if possible) according to the manufacturer's instructions. Use the warmest appropriate water setting and dry items completely.

OR

- **Disinfect with an EPA-registered household disinfectant.** These disinfectants ☐ meet EPA's criteria for use against COVID-19.



Electronics

For electronics, such as tablets, touch screens, keyboards, remote controls, and ATM machines

- Consider putting a **wipeable cover** on electronics.
- **Follow manufacturer's instruction** for cleaning and disinfecting.
 - If no guidance, use **alcohol-based wipes or sprays containing at least 70% alcohol**. Dry surface thoroughly.



Laundry

For clothing, towels, linens and other items

- Launder items according to the manufacturer's instructions. Use the warmest appropriate water setting and dry items completely.
- **Wear disposable gloves** when handling dirty laundry from a person who is sick.
- Dirty laundry from a person who is sick can be washed with other people's items.
- **Do not shake** dirty laundry.
- Clean and **disinfect clothes hampers** according to guidance above for surfaces.
- Remove gloves, and wash hands right away.



Cleaning and disinfecting your building or facility if someone is sick

- **Close off areas** used by the person who is sick.
 - Companies do not necessarily need to close operations, if they can close off affected areas.
- **Open outside doors and windows** to increase air circulation in the area.
- **Wait 24 hours** before you clean or disinfect. If 24 hours is not feasible, wait as long as possible.
- Clean and disinfect **all areas used by the person who is sick**, such as offices, bathrooms, common areas, shared electronic equipment like tablets, touch screens, keyboards, remote controls, and ATM machines.
- Once area has been **appropriately disinfected**, it can be opened for use.
 - **Workers without close contact** with the person who is sick can return to work immediately after disinfection.
- If **more than 7 days** since the person who is sick visited or used the facility, additional cleaning and disinfection is not necessary.
 - Continue routine cleaning and disinfection. This includes everyday practices that businesses and communities normally use to maintain a healthy environment.



Cleaning and disinfecting outdoor areas

- Outdoor areas, like **playgrounds in schools and parks** generally require **normal routine cleaning**, but **do not require disinfection**.
 - Do not spray disinfectant on outdoor playgrounds- it is not an efficient use of supplies and is not proven to reduce risk of COVID-19 to the public.
 - High touch surfaces made of plastic or metal, such as grab bars and railings should be cleaned routinely.
 - Cleaning and disinfection of wooden surfaces (play structures, benches, tables) or groundcovers (mulch, sand) is not recommended.
- **Sidewalks and roads should not be disinfected**.
 - Spread of COVID-19 from these surfaces is very low and disinfection is not effective.



When cleaning

- **Regular cleaning staff** can clean and disinfect community spaces.
 - Ensure they are trained on appropriate use of cleaning and disinfection chemicals.
- **Wear disposable gloves and gowns for all tasks in the cleaning process, including handling trash**.
 - Additional personal protective equipment (PPE) might be required based on the cleaning/disinfectant products being used and whether there is a risk of splash.
 - Gloves and gowns should be removed carefully to avoid contamination of the wearer and the surrounding area.
- **Wash your hands often** with soap and water for 20 seconds.
 - Always wash immediately after removing gloves and after contact with a person who is sick.

- Hand sanitizer: If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.
- **Additional key times to wash hands include:**
 - After blowing one's nose, coughing, or sneezing.
 - After using the restroom.
 - Before eating or preparing food.
 - After contact with animals or pets.
 - Before and after providing routine care for another person who needs assistance (e.g., a child).



Additional considerations for employers

- **Educate workers** performing cleaning, laundry, and trash pick-up to recognize the symptoms of COVID-19.
- Provide instructions on what to do if they develop symptoms within 14 days after their last possible exposure to the virus.
- **Develop policies for worker protection and provide training** to all cleaning staff on site prior to providing cleaning tasks.
 - Training should include when to use PPE, what PPE is necessary, how to properly don (put on), use, and doff (take off) PPE, and how to properly dispose of PPE.
- Ensure workers are trained on the hazards of the cleaning chemicals used in the workplace in accordance with OSHA's Hazard Communication standard (29 CFR 1910.1200 [↗](#)).
- **Comply with OSHA's standards** on Bloodborne Pathogens (29 CFR 1910.1030 [↗](#)), including proper disposal of regulated waste, and PPE (29 CFR 1910.132 [↗](#)).



Alternative disinfection methods

- The efficacy of alternative disinfection methods, such as ultrasonic waves, high intensity UV radiation, and LED blue light against COVID-19 virus is not known.
 - EPA does not routinely review the safety or efficacy of pesticidal devices, such as UV lights, LED lights, or ultrasonic devices. Therefore, EPA cannot confirm whether, or under what circumstances, such products might be effective against the spread of COVID-19.
- CDC does not recommend the use of sanitizing tunnels. There is no evidence that they are effective in reducing the spread of COVID-19. Chemicals used in sanitizing tunnels could cause skin, eye, or respiratory irritation or damage.
- CDC only recommends use of the surface disinfectants identified on List N [↗](#) against the virus that causes COVID-19.



For facilities that house people overnight

- Follow CDC's guidance for colleges and universities. Work with state and local health officials to determine the best way to isolate people who are sick and if temporary housing is needed.

- For guidance on cleaning and disinfecting the bedroom/bathroom for someone who is sick, review CDC's guidance on disinfecting your home if someone is sick.

More details: Detailed Disinfection Guidance for Community Facilities

More information

Transport Vehicles

Page last reviewed: April 14, 2020

Content source: National Center for Immunization and Respiratory Diseases (NCIRD), Division of Viral Diseases



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Adopt Resolution Endorsing the Lake Country Cares Campaign

☐ 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 Brainerd Lakes Chamber in collaboration with our business, healthcare, philanthropy, tourism and government agencies have started the Lake County Cares COVID-19 safety campaign (see attached). The purpose of the campaign is to build trust among residents, visitors and local businesses. The Chamber is asking for the City of Brainerd's endorsement.	
Alternatives, Options, Effects on Others/Comments: The Chamber is asking for the City of Brainerd to: • Share the news with the region-at-large (all people) as to the strategic plan of Lake Country Cares and what this means to businesses and residents. • Include mention of Lake Country Cares and lakecountycares.com in ongoing paid (if applicable) and self-published medical, civic, or organizational-related messaging and communication (eMail, social media, digital display, traditional media). • Be physically present at a potential press conference to go officially public with Lake Country Cares. • Speak to and provide Lake Country Cares positioning and talking points to regional, state, and national media. • Permission to use healthcare organization logo in Lake Country Cares digital and print communication tools.	
Recommended Action/Motion: Adopt Resolution Endorsing the Lake Country Cares Campaign.	
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>	

STRONGER TOGETHER

- **Business:** BLAEDC, MMBA, Chambers:
Brainerd Lakes, Crosslake, Cuyuna Lakes, Nisswa, Pequot Lakes
- **Healthcare:** CRMC, Essentia, Lakewood Health, Crow Wing Energized
- **Philanthropy:** BLA Community Foundation, Initiative Foundation & United Way
- **Tourism:** Chambers, Visit Brainerd & Whitefish Area Lodging Association
- **Government:** State Legislators, Crow Wing County & Area Cities

SETTING THE STAGE

- **Stay at home order & closures extended until May 18**
- **People emerging and visitors returning**
- **Public divided, but we're still a great community**
- **Local healthcare providers say they're ready for peak**

REOPENING BUSINESSES

- **State is requiring safety plans**
- **At least 50% of customers are nervous**
- **Chambers partnering with county to gather plans**
- **Safety will be key to earning trust**

- **Unite residents, visitors and businesses**
- **Proactive, positive approach**
- **Best safety practices**
- **Become leaders in Minnesota**

GOALS FOR TODAY

- **Introduce Lake Country Cares**
- **Get your feedback, answer questions**
- **Earn your endorsement**

SAFER TOGETHER



WHAT IS LAKE COUNTRY CARES?

Lake Country Cares is a COVID-19 safety campaign designed to build trust among residents, visitors, and local businesses.



WHAT IS LAKE COUNTRY CARES?

It's our community promise to take care of each other by adopting easy and effective practices to prevent the spread of the virus.



WHAT IS LAKE COUNTRY CARES?

Working together, we will lead the way as life resumes in Minnesota.



WHAT IS LAKE COUNTRY CARES?

We are safer together.



SQUARE LOGO



SAFER TOGETHER

HORIZONTAL LOGO





SAFER TOGETHER



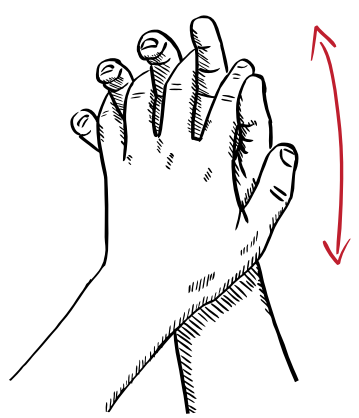
BREATHE SAFELY

Wanna be Minnesota Nice?
Masks show we care about each other,
and we're smiling underneath them.

WALK SAFELY



Six feet is really neat!
Make Paul Bunyan proud by staying two axe
handles away from other lumberjacks.



TOUCH SAFELY

Not touching things shows we care.
Surface cleaner and hand sanitizer are
the new aromas of caring in Lake Country.

What else are we doing to protect you and your family?
Ask to see our COVID-19 Preparedness Plan.



MICROSOFT WORD
8.5 X 11 PREPAREDNESS PLAN
TEMPLATE



SAFER TOGETHER

At (Business Name), we're doing our part to keep you safe!
Here are the highlights of our safety plan:

1. Complimentary hand sanitizer is available near the front entrance. Please help yourself when walking in and walking out. It smells like tropical fruit!
2. We love our employee team! That's we take their temperatures and screen for symptoms before they start their shifts every day.
3. When you come into the store, you'll notice several areas marked with an X on our floor. This is a friendly reminder to keep six feet apart from other customers. (Sshhhh... the red X's also mark the spot for great deals!)
4. At the cash register, we're sanitizing the counter between every customer's purchase. It takes a couple of extra moments, but you'll make up the time by swiping your card with no contact or signatures required! And we'll always ask permission before touching your items.
5. Behind the plexiglass shields, our team is wearing masks for customer safety. Because you can't see us smiling, we're using the "thumbs up" to say thank you for your business. Your support means a lot to us!



BREATHE SAFELY



WALK SAFELY



TOUCH SAFELY

IN CONTEXT



TWO-SIDED WINDOW DECAL

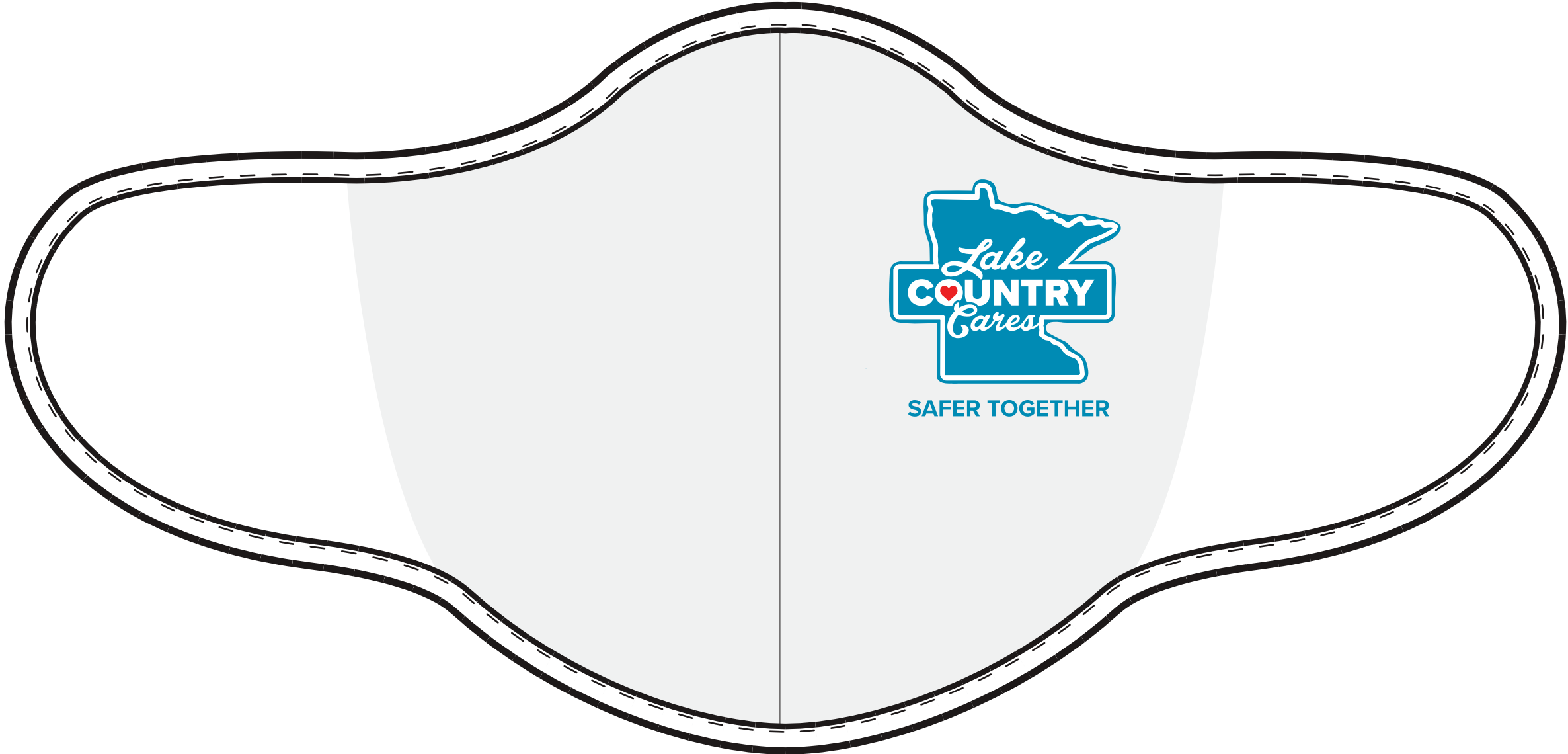


EXTERIOR FACING

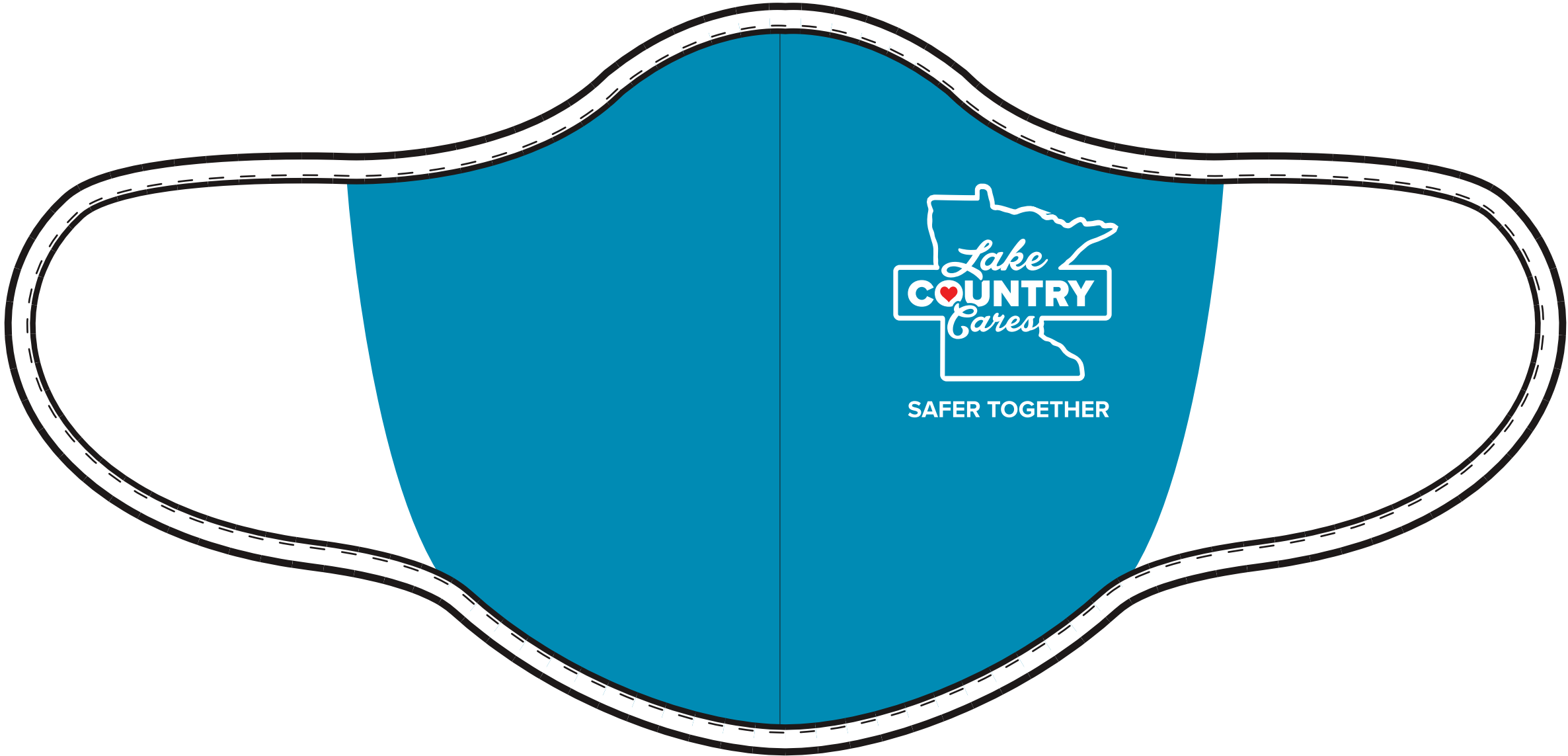


INTERIOR FACING

FACE MASKS



CURRENT - IN STOCK MASK



POTENTIAL ::: DIE-SUB MATERIAL MASK (DESIGN ONLY)

BUTTON





Lake Country Cares is a COVID-19 safety best practices movement for all people of Crow Wing County and the Brainerd Lakes region.

The goal of Lake Country Cares is to help ensure consistent, best practices that place the safety of everyone first as our businesses continue to open. We also encourage our community members to follow the same steps to continue to reduce new cases of COVID-19 in our region.

Businesses: Submit Your COVID-19 Preparedness Plan

The State of Minnesota requires businesses to create a COVID-19 Preparedness Plan before they can reopen. It must be posted, follow a template, and cover items unique to your business. As a courtesy, the Crow Wing County Health Department has volunteered to review COVID-19 Preparedness Plans to ensure they meet state guidelines. This is voluntary. You may choose whether or not you'd like county staff to provide input.

STEP 1

STEP 2

STEP 3

Create your safety plan now. Review the state [guidelines](#), plan [template](#), and [checklist](#). Also check with your industry association for best practices.

[Click here to send us your plan.](#)



About us

Lakes Country Cares is about protecting all of us—as our regional businesses take the lead by developing, implementing, and following safety precautions, we as individuals have the opportunity to return the favor by doing the same.



SAFER TOGETHER

WHAT ARE BUSINESSES DOING?

LakeCountryCares.com

Our regional businesses value us as people, value our patronage, and value our safety. They have implemented many safety precautions to reduce the spread of COVID-19—helping us all to breathe safely, walk safely, and touch safely—so that we can feel safe and comfortable while visiting their stores.

To see what businesses are doing to protect their customers and employees, click on an industry below and review their COVID-19 Preparedness Plans. Please be sure to thank them verbally and with your business in the days and weeks ahead.

-  Healthcare
-  Resorts, Hotels, AirBnBs, Campgrounds
-  Main Street Retail
-  Major Retail
-  Restaurants
-  Bars
-  Hair Salons
-  Commercial Offices
-  Manufacturing
-  Gyms/Fitness Centers
-  Places of Worship
-  Events/Gatherings

Quick Links

- [Submit Preparedness Plan](#)
- [News & Updates](#)
- [FAQs](#)

I am looking for...

Search

Hair Salons



Hair Salons-COVID-19 Business Preparedness Plans

WHAT ARE BUSINESSES DOING?

LakeCountryCares.com



[Click to view plan.](#)
[Click to view website.](#)



[Click to view plan.](#)
[Click to view website.](#)



[Click to view plan.](#)
[Click to view website.](#)



[Click to view plan.](#)
[Click to view website.](#)

Business
Logo

[Click to view plan.](#)
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Resorts, Hotels, AirBnBs

Resorts, Hotels,

COVID-19 Business Preparedness Plans



[Click to view plan.](#)
[Click to view website.](#)



[Click to view plan.](#)
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**Business
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[Click to view website.](#)

WHAT ARE BUSINESSES DOING?

LakeCountryCares.com

think about it, this is the best way we can be Minnesota nice.



I am looking for...

WHAT WE CAN ALL DO

LakeCountryCares.com

Breathe Safely Wanna be Minnesota nice?

Masks show we care about each other, and we're smiling underneath them.

To prevent the spread of COVID-19 from people who are infected but have not yet started to show symptoms, the CDC recommends that you wear a cloth face covering when you go out. Keep your mask on while shopping and take it off once you get into your car.

Need a face mask? [Click here.](#)



Walk Safely Six feet is really neat!

Public Boat Landings



Please remember to use social distancing when enjoying outdoor recreation. Don't touch your face, wash your hands often, and use hand sanitizer.

This information was provided by the [Minnesota DNR](#).

— Can I go boating during the Stay At Home Order?

Yes, but only boat with those in your immediate household and maintain a minimum of six feet from other boats at all times. Do not boat with friends or extended family, and do not tie boats together. Plan ahead to limit interactions, get fuel, and pack food and water. Boat close to home. Put safety first, wear a life jacket, and limit interactions at the boat ramp or dock. After boating, clean and drain your boat and dispose of unwanted bait in the trash to prevent the spread of aquatic invasive species.

+ When I am boating or fishing can there be more than one person in the boat?

+ Can I put out my dock/lift during the Stay At Home Order?

+ Will watercraft inspections take place at the boat launches this season?

+ How can I register my new boat/ATV/OHV or renew my registration tabs when deputy registrars are closed?

Quick Links

[Submit Preparedness Plan](#)

[News & Updates](#)

[FAQs](#)

I am looking for...

Search

OUR GREAT OUTDOORS

LakeCountryCares.com

OUR REQUEST TODAY

1. Your endorsement of Lake Country Cares

- All three regional healthcare organizations have signed on
- All area Chambers have signed on



OUR REQUEST TODAY

- 1. Your endorsement of Lake Country Cares**
- 2. Permission to use your logo on Lake Country Cares poster & website**
- 3. Create a “COVID-19 Preparedness Plan” for your business/organization**
- 4. Review the LLC MOU (Memorandum of Understanding)**



LOOKING FORWARD ::: OUR SHARED COMMUNICATION OPPORTUNITY

- 1) Display the free Lake Country Cares poster at your business/organization**
- 2) Display COVID-19 Safety Plan highlights in Lake Country Cares Word template**
- 3) Add the Lake Country Cares logo to your website, link: LakeCountryCares.com**
- 4) Post and share on your social media —> hashtag #LakeCountryCares**
- 5) Tag your communications with Lake Country Cares messaging**
- 6) Watch for Lake Country Cares promotional products, use as appropriate**
- 7) Follow the three safety messages of Lake Country Cares**



OUR NEXT STEPS

- 1. Secure endorsements ASAP**
- 2. Chambers and County gather business safety plans**
- 3. Host press conference when Governor Walz makes next announcement**
- 4. Launch public communication**
- 5. Be safer together**

GOALS FOR TODAY

- **(X) Introduce Lake Country Cares**
- **Get your feedback, answer questions**
- **Earn your endorsement**

THANK YOU



RESOLUTION

NO. _____

RESOLUTION ENDORSING THE LAKE COUNTRY CARES CAMPAIGN

WHEREAS, the City of Brainerd is concerned about the health, safety and economic well-being of our businesses and citizens;

WHEREAS, the City of Brainerd understands that small businesses are the backbone and foundation of our community;

WHEREAS, the City of Brainerd has witnessed the devastation the closing of our businesses has put on our small business owners;

WHEREAS, the City of Brainerd trusts our citizens to take the precautions necessary to operate their businesses while complying with the CDC and MDH recommendations;

WHEREAS, the Crow Wing County Public Health Department has offered to review our businesses plans to safely reopen;

WHEREAS, Lake Country Cares is a COVID-19 safety campaign designed to build trust amount residents, visitors and local businesses;

WHEREAS, the goal of this campaign is to normalize the safety measures we are now being asked to develop within the State of Minnesota

1. Personal protective practices, such as masks, shields, etc., to prevent virus transmission.
2. Social distancing practices that ensure six feet of separation between people.
3. Sanitation and hygiene practices, such as washing hands and surfaces while minimizing contact;

WHEREAS, Lake Country Cares is assembling a coalition of local governments, chambers of commerce, healthcare organizations, media, and other community organizations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA, that the City of Brainerd endorses the Lake Country Cares campaign and agrees to share the news with the region-at-large as to the strategic plan of Lake Country Cares and what this means to our businesses and residents.

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 18, 2020

Title of Item: Appoint Community Members 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 2 City Council members (Mayor Badeaux and Alderwoman Lambert), 1 EDA member (Yvette Campbell), 1 Planning Commission member (Don Gorham), 1 Park Board member (Kevin Yeager), 3 R5CM members (TBD) and 3 community members.	
Alternatives, Options, Effects on Others/Comments: At the May 4th meeting, the City Council opened the application process for solicit three (3) community members to serve on the R5CM Task Force. The City received four (4) applications from: Cynthia Askerooth-Olson, Mandy Dens, Amy Gundlach and Katrina Wood (see attached applications - we are waiting on Katrina Wood's application so it will be sent separately). All of these applicants do not reside in the city limits of Brainerd. We did open up the applications to Brainerd residents. Seeing that none applied, does the Council want to appoint the non-Brainerd residents or extend the deadline to seek Brainerd residents only?	
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>	



RECEIVED

MAY 12 2020

City of Brainerd Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

CITY OF BRAINERD
ADMINISTRATION

Commission/Committee/Board Applying for Children's Museum Date: 5-9-2020

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 Askerooth-Dlson First Cynthia M.I. S.

PLEASE NOTE: Please see the individual committee requirements to serve on a City Committee or Board.

Why do you want to be on the Commission/Committee/Board you are applying for?

My deep desire and passion for a children's Museum expands over 43 years of dreaming! I'm serious-its true. I've taken hundreds of children on buses to: The Works, Bell, Science Museums. I am dedicated to my community, I want to help!

What skills, strengths, or abilities do you believe you will add to the organization?

I AM detail orientated and yet can visualize complete projects. I have a robust imagination and curiosity towards life. I enjoy doing research. Consider myself hard working, fun and enjoy listening to viewpoints. It would be a honor to help create this amazing project!

* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? I'm available anytime, I'll be there.

* 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: None

Please list any additional comments:

P.S. I've taught K-6 Visual Arts, Kindergarten and First Grade for 43 ~~glou~~ glorious years!

Cynthia Askerooth-Dlson 5-9-2020
(Signature) (Date)

*Required Information

Submit completed application forms via one of the following options:

Email: sbestul@ci.brainerd.mn.us fax: 218-828-2316
Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



City of Brainerd

Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Region 5 Children's Museum

Commission/Committee/Board Applying for Task Force Date: 5/10/20

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 Dens First Mandy M.I. L

PLEASE NOTE: Please see the individual committee requirements to serve on a City Committee or Board.

Why do you want to be on the Commission/Committee/Board you are applying for?

I am very excited about the addition of the Children's Museum to our community. I value investing time in the community in order to enrich the lives of others. I also have a daughter who will love to go to the Children's Museum. I have experience organizing educational opportunities for children.

What skills, strengths, or abilities do you believe you will add to the organization?

I have my Master's Degree in Elementary Education and have worked in the Brainerd School District. My Leadership experience includes: All Saints Church Building Committee, Brainerd Jaycees Ice Fishing Extravaganza Planning Committee, past Brainerd Jaycees Board member, and past Chairperson for Brainerd Distinguished Service Awards. My communication expertise includes being the statewide coordinator for the MN School Sealant Program. I am skilled at working on teams and I get along easily with others.

*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? Yes, I have flexibility.

*After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:

I have transitioned from being a full time teacher to raise my daughter. I have time and energy that I am excited to devote to the planning and implementation of the Children's Museum. Thank you for your consideration. I look forward to hearing from you.

Amanda Dens
(Signature)

5/10/2020
(Date)

*Required Information

Submit completed application forms via one of the following options:

Email: sbestul@ci.brainerd.mn.us **fax:** 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



City of Brainerd Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for Region 5 Children's Museum Date: 5/8/2020

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 Gundlach First Amy M.I. M

PLEASE NOTE: Please see the individual committee requirements to serve on a City Committee or Board.

Why do you want to be on the Commission/Committee/Board you are applying for?

My family and I have frequented the Mankato Children's Museum several times while visiting grandparents who live in St. Peter. Each time we go I think, "Why don't we have this in the BLA???" I have been so excited to hear about the plan for a children's museum in our area and would love to be involved in any capacity possible. I have a five, three, and one year old and also work with children ages birth-5 who would benefit from having the museum in our area.

What skills, strengths, or abilities do you believe you will add to the organization?

I have my own children, and work with children ages birth-5 on speech and language development (I am a Speech Pathologist), so I KNOW what kids like! I also know overall child development as this is my daily job, so I could offer that professional perspective too. Having been to another regional children's museum that is very successful I can offer input on that personal experience as a consumer as well.

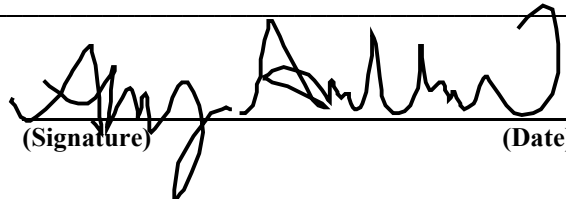
*Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? I can be flexible!

*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:

I do not believe there is a conflict of interest.

Please list any additional comments:

I am very excited for this opportunity! I believe that this attraction will greatly benefit the children of Region 5 by providing hands-on play, enrichment, and exploration. Many of our kids lack exposure to various types of play and experiences and this project would provide those opportunities that are missing. I have visions of additional programs that could be offered in addition to the interactive exhibits so I am excited to share those ideas as well!


(Signature) 5/8/2020
(Date)

*Required Information

Submit completed application forms via one of the following options:

Email: sbestul@ci.brainerd.mn.us fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Conduct Dangerous Dog Hearing

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☒ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: Jennifer Bergman	Department: Administration
Presenter (Name & Title): City Attorney, Animal Control Officer, and Resident	Estimated Time Needed: 15 Minutes
Summary of Issue: The City received a request on April 30, 2020, from Erika Olson for a hearing regarding her dog Rayne. Pursuant to Brainerd City Ordinance 900.25, the City Administrator shall place the matter before the City Council at its next regular council meeting. Please see the attached request for hearing and section of the City Ordinance pertaining to the regulation of dangerous dogs.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Conduct the dangerous dog hearing and make a determination of the facts and issue an order as to whether or not the said animal is properly characterized as dangerous.	
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>	

Subd. 2. Confinement. Any animal reasonably suspected of being diseased and presenting a threat to the health and safety of the public, may be apprehended and confined in the pound by any person or Enforcement Officer. The Officer shall have a qualified veterinarian examine the animal. If the animal is found to be diseased in such a manner so as to be a danger to the health and safety of the City, the Officer shall cause such animal to be painlessly killed and shall properly dispose of the remains. The owner or keeper of the animal killed under this Section shall be liable for all costs of maintaining and disposing of the animal, plus the costs of any veterinarian examinations.

Subd. 3. Release. If the animal, upon examination, is not found to be diseased within the meaning of this Section, the animal shall be released to the owner or keeper free of charge.

900.25 Regulation of Dangerous Dogs. Subdivision 1. Definition of Dangerous Dog. The definition of a dangerous dog shall be taken from Minnesota Statutes Sections 347.50-347.56, as those statutes may be amended from time to time, which are hereby adopted and incorporated by reference into the Brainerd City Code. The Enforcement Officer, or designee, shall have the authority to order the euthanasia of a dangerous dog meeting the criteria established in State Statute, subject to the procedure set forth herein.

Subd. 2. Proper Enclosure. Proper enclosure means securely confined indoors or in a securely locked outdoor pen or structure suitable to prevent the dog from escaping and to provide protection for the animal from the elements. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only barriers which prevent the animal from exiting. The enclosure shall not allow the egress of the animal in any manner without human assistance. A pen or kennel shall meet all of the following minimum specifications:

- A) Have a minimum overall floor size of thirty-two (32) square feet.
- B) Sidewalls shall have a minimum height of five (5) feet and be constructed of 11-gauge or heavier wire. Openings in the wire shall not exceed two (2) inches, support posts shall be one-and-one-quarter-inch or larger steel pipe buried in the ground eighteen (18) inches or more. When a concrete floor is not provided, the sidewalls shall be buried a minimum of eighteen (18) inches in the ground.
- C) A cover over the entire pen or kennel shall be provided. The cover shall be constructed of the same gauge wire or heavier as the sidewalls and shall also have no openings in the wire greater than two (2) inches.
- D) An entrance/exit gate shall be provided and be constructed of the same material as the sidewalls and shall also have no openings in the wire greater than two (2) inches. The gate shall be equipped with a device capable of being locked and shall be locked at all times when the animal is in the pen or kennel.

- E) The pen or kennel must be located in the animal owner's backyard and be at least five (5) feet from any property line.

Subd. 3. Unprovoked. Unprovoked shall mean the condition in which the animal is not purposely excited, stimulated, agitated, or disturbed.

Subd. 4. Procedure/Hearing. The procedure to seize an animal that appears to be dangerous shall be as follows

- A) Notify the owner, by registered mail that the animal appears to be dangerous. The notice shall specify the dates, times, places and parties or animals bitten. Said notice shall also apprise the owner of the animal that he or she may request a hearing before the City Council by notifying the City Administrator within ten (10) days after the receipt of the notice.
- B) If the owner does not request a hearing within ten (10) days of said notice, the Enforcement Officer shall immediately take possession of the animal and euthanize same.
- C) If the owner of the animal requests a hearing as to the dangerous nature of the animal, the City Administrator shall place the matter before the City Council at its next regular meeting. The owner may present evidence in opposition to the designation of the animal as dangerous. The Animal Control Officer shall present evidence to the City Council that supports the determination that the animal is dangerous. Following the hearing, the Council shall make a determination of the facts and issue an order as to whether or not said animal is properly characterized as dangerous. If the Council determines that the animal is dangerous, it will then order the owner to deliver said animal to the Animal Control Officer for the purpose of euthanizing said animal, unless the owner provides an alternative proposal, acceptable to the City Council which may include the permanent removal of the animal from the Brainerd City limits.

(Amended Ord. 1043 – 1998, Ord. 1325 – 2008)

900.27 Dangerous Animal Requirements. Subdivision 1. Requirements. If the City Council does not order the destruction of an animal that has been declared dangerous, the City Council may, as an alternative, order any or all of the following:

- A) That the owner provide and maintain a proper enclosure for the dangerous animal as specified in Section 900.25, Subd. 2;
- B) Post the front and the rear of the premises with clearly visible warning signs, including a warning symbol to inform children, that there is a dangerous animal on the property as specified in Minnesota Statutes Sections 347.50-347.56;

**BRAINERD POLICE DEPARTMENT
DANGEROUS DOG REQUEST FOR HEARING**

(To Be Completed by Dog Owner)

Date of Request: _____

OWNER:

Full Name: Erika Olson

Date of Birth: 11-16-87

Address: 111 South 8th St

Home Phone #: 218 513 0263

City/State/Zip: Brainerd MN

Alternate/Cell Phone #: _____

ANIMAL:

Name of Animal: Rayne

Date Seized (if applicable): NA

Breed: Presa Canario Color(s): Black brown brindle Markings: brindle

Return completed form to the Brainerd Police Department.

Pursuant to Brainerd City Ordinance 900.25:

- A request for a hearing must be made within 10 days of receipt of notice of that the animal appears to be dangerous.
- If the owner of the animal requests a hearing as to the dangerous nature of the animal, the City Administrator shall place the matter before the City Council at its next regular meeting. The owner may present evidence in opposition to the designation of the animal as dangerous. The Animal Control Officer shall present evidence to the City Council that supports the determination that the animal is dangerous.
- Following the hearing, the Council shall make a determination of the facts and issue an order as to whether or not said animal is properly characterized as dangerous.
- If a request for hearing is made, the owner must immediately comply with the requirements of Minnesota State Statute 347.52, paragraphs (a) and (c), until such time as the Council makes a determination.
- If the Council affirms the dangerous dog declaration, the owner will have 14 days from the receipt of the decision to comply with all other requirements of Minnesota State Statutes 347.51, 347.515 and 347.52 and/or Brainerd City Ordinance 900.27.
- All costs incurred for confining, impounding and/or disposing of the animal are the responsibility of the owner, except to the extent that a court or hearing officer finds that the seizure or impoundment was not substantially justified by law.

I hereby request a hearing as to the dangerous nature of the animal.

Erika Olson
Signature of Dog Owner/Representative

4-30-2020
Date

FOR OFFICE USE ONLY:

Received by: _____ Date Received: _____ ICR #: _____

Date Notice was Served: _____

Date to City Administrator: _____ Date of Next Regular Council Meeting: _____



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Farmer's Market 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: Jennifer Bergman	Department: Administration
Presenter (Name & Title): Jennifer Bergman, City Administrator	Estimated Time Needed: 5 minutes
Summary of Issue: I have reached out to four different organizations and most recently the Parks Department to see if anyone would be interested in taking the lead on the Farmer's Market; all have declined. Because of the amount of time needed to successfully have a Farmer's Market during this pandemic, I am recommending that we not have a Farmer's Market in 2020.	
Alternatives, Options, Effects on Others/Comments: The Minnesota Farmer's Market Association has provide guidance during this pandemic: https://www.mfma.org/Guidance-for-Markets . Although we fully support a Farmer's Market, the amount of staff time and equipment needed to comply with the recommendations would be difficult to accomplish. If the City Council feels strongly that we ought to have the Farmer's Market downtown Brainerd this summer, we will certainly reallocate our time and make this happen.	
Recommended Action/Motion: Suspend the Downtown Brainerd Farmer's Market for 2020 and continue to encourage a local organization to take the lead for a Farmer's Market in 2021.	
Financial Impact: Is there a cost associated with this request: ☐ Yes ☒ No What is the total cost, with tax and shipping \$ _____ Is this budgeted? ☐ Yes ☐ No <u>Please Explain:</u>	



MFMMA

Minnesota Farmers' Market Association

Guidance for Minnesota Farmers' Markets and Vendors During the COVID-19 Pandemic

These are extraordinary times in 2020 as our farmers' markets continue to provide food to our communities during this pandemic. This document provides suggestions for markets and vendors to implement in order to stay open to comply with Governor Walz's Executive Order 20-04 that closed restaurants, bars, and other businesses where people gather. Farmers' markets are exempt from this order as long as we don't offer onsite food consumption (including food sampling). We are also encouraged to do drive thrus, follow 6-feet social distancing, and promote hand-washing.

Additionally, during the COVID-19 pandemic, the Minnesota Department of Agriculture is waiving the requirement for markets to buy a food license on a discretionary basis if the reason the modifications were made to the market is to comply with Executive Order 20-04. Once the COVID-19 crisis passes and a market chooses to continue operational activities in the same way that would require a license, the market will have to buy a license.

See below:

2. **Guidance for Markets (Food Access Programs: SNAP, EBT, FMNP, POP)**
3. **Guidance for Vendors**
4. **Sanitation Guidance for Markets and Vendors**
5. **Guidance for Market and Vendor Workforce**
6. **Guidance for Communicating With Customers**



Healthy Market Tips



Stay home if you are sick



Send one (1) healthy family member to shop



Keep your distance from others



Make a list to expedite your shopping trip



Wash hands when you enter and before you leave



Visit Market Info to pay with EBT card



Shop with your eyes,

Guidance for Markets

Evaluate your current layout; see if you can redesign it to build in the six feet of separation between vendors and customers; and customers and customers. Following are suggestions we've gathered from farmers' markets across the U.S.

- **Space stalls at least 6-feet apart**
- **Place an empty table in front of all vendors' display tables, using that table to place purchases; exchange money**
- **Many credit cards have settings that allow for no-touch transactions; disabling the need to input pin numbers, or require signatures**
- **Widen the aisles between the rows of stalls**
- **Tape / chalk 6' markings in all aisles to show customers where they can stand to maintain 6' of separation with each other**
- **Create a border around your market, limiting entrances and exits**
 - Fencing / Tape / Rope the market perimeter. Add signs with "Please enter through the entrances with the handwashing stations."
 - Place handwashing stations at entrances, requiring everyone to wash their hands upon entering
 - Can customers all go in the same direction in aisles, to limit people crossing in front of each other in less than six feet?
- **If feasible, limit the number of customers in the market at one time**
 - Encourage families to send just one person into the market to shop
 - Schedule the first hour of the market for customers who have health issues or may need special accommodations
 - If you need to limit the number of people in your market in order to maintain the 6' separation: a circle with the required 6' radius for social distancing is 113 square feet. Take your market area square footage open to shoppers (excluding vendor stalls) and divide by 81. E.g., a market 150' long by 50' wide = 7,500 sqft. Divided by 81 = 93 people could shop at the market at one time.
- **Increase signage at the market, to potentially include:**
 - Wash your hands >>> [here's a handwashing station](#) - note the 'flip-top' spigot

- Maintain 6' distance
- Sorry – no mingling! No handshaking!
- Please do not touch products, vendors will package and hand to you
- Please no onsite consumption of food – take home only
- Thank you supporting your local foodshed
- **Increase market volunteers / staff to monitor handwashing, crowd control, etc.**
- **To reduce crowds and yet maintain sales, have customers place pre-orders with vendors; or the market. This could include setting up a drive through to pick up these pre-orders**
 - [Multiple online sales platforms and models exist](#). ***Note – some of these options legally require a food license; MDA is waiving the licenses during the COVID-19 crisis only. Food safety precautions must still be taken.*
 - Many markets are having vendors take pre-orders, and then coordinating the drive-thru or curbside pickup at the market.
 - Some markets have their own online sales platforms that include products from all their vendors. Customers place their orders and pay online; the market pays the vendors; and coordinates the drive-thru or curbside pickup at the market.
 - Encourage online prepayments to reduce virus spread through handling of money, credit cards, etc.
 - Consider different days or locations for the drive throughs to occur to pick up pre-ordered products vs your regular in-person market.
 - Remember to check that your insurance policy will cover additional locations, times, activities.
- **Discontinue activities where people gather: educational events, cooking demos, music**
- **Remember to promote all your changes via your website, social media platforms, MFMA elist, Public Health, SHIP, etc. Update your Minnesota Grown listing if you have one. Inform vendors and customers of the changes you are making and precautions you are taking (e.g., market design, increased handwashing, sanitization), as well as of any policies for customers (e.g., do not to shop if you are sick, keep 6 feet of distance).**



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: Ordinance Amending Section 900 Animals

☐ 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: Part of the new BS&A financial software includes an animal licensing component. As a result staff reviewed the animal license code and what has been done in the past, as well as making sure the new software is in compliance with the code. Three items were found in this review. 1. We have not collected information on the color of the dog. 2. Historically we have not attached a copy of the rabies vaccination to the license we have only requested the vaccination number. 3. The current software does not have an affidavit for the owner to sign that the animal has been spayed or neutered. Attached you will find the license application previously used, and the new license entry screen.	
Alternatives, Options, Effects on Others/Comments: Staff researched the requirement of a signed affidavit. There is no requirement from the state for an affidavit to be signed. There is a \$5.00 difference in the license cost if spayed or neutered. If Council feels an affidavit is necessary staff would need to develop a form for the owner to sign, scan it in and attach it to the license. Staff's recommendation would be to remove the portion of the City Code requiring the sign affidavit. The City would be taking the owner's word that they dog is spayed/neutered however, it would also make the license requirement less cumbersome to the resident. Historically, we have just asked for the rabies vaccination number, and the expiration date was not recorded. Staff's recommendation would be to see proof of vaccination, documenting the vet and expiration date of the vaccination.	
Recommended Action/Motion: Hold the first reading of proposed ordinance no. 1508 amending section 900.03 Subdivision 2(a) of the City Code Section 900 Animal.	
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> Cost of publication of the notice	

**ORDINANCE
NO. 1508**

**AN ORDINANCE AMENDING SECTION 900
OF THE BRAINERD CITY CODE PERTAINING TO
ANIMALS**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 900.03 Dogs and Cats shall be amended to read:

Subd. 2. License Required.

A.) All dogs over the age of four (4) months kept, harbored, or maintained by their owners in the City, shall be licensed and registered with the City. Dog licenses shall be issued by the City upon payment of the annual license fee on or before the first day of January of each year, or within thirty (30) days of acquiring ownership or possession of any unlicensed dog. The annual license fee shall be set by Chapter X of the Brainerd City Code. The owner shall state, at the time application is made for the license and upon forms provided for such purpose, his or her name and address and the name, breed, ~~color~~, and sex of each dog owned or kept by him or her. No license shall be granted for a dog which has not been vaccinated against rabies, as provided in this Section. Vaccination shall be performed only by a doctor qualified to practice veterinary medicine in the State in which the dog is vaccinated. A veterinarian who vaccinates a dog to be licensed in the City shall complete a certificate of vaccination. ~~One copy shall be issued to the dog owner for affixing to the license application.~~ **A copy of the current rabies vaccination shall be shown at the time of licensing.** ~~An applicant for a license for a neutered dog shall sign an affidavit indicating that the dog has been neutered and shall give the date of the operation.~~

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:

DOG TAG RECEIPT 20_____

Rabies Tag _____

CITY OF BRAINERD

Received of _____

Phone No. _____

Address _____

Name of Dog _____ Kind of Dog _____

() Male () Female () Neutered
Spayed

\$ _____
City Administrator - Deputy City Clerk

RECEIPT AND TAG _____

AFFIDAVIT OF OWNER OF SPAYED/NEUTERED DOG

State Of Minnesota
County of Crow Wing I, _____

_____ being duly

sworn, say that I am the owner of a dog spayed/neutered

x _____

Subscribed and sworn to before me this

_____ day of _____.

City Administrator - Deputy City Clerk

File View Navigation Tasks Reports BS&A Applications Help

[0]
 [0]

Application Views

- Owner Edit
- Tables: Owner
- Program Setup

Quick Search

License Table	Ctrl+L
Owner Table	Ctrl+W
License Number	F5
Owner's Name	F6

Owner: [REDACTED] Address: [REDACTED]

1. Main 2. Misc

Owner: [REDACTED]

St No: [REDACTED] Direction: [v] Prefix: [REDACTED]

St Name: [REDACTED] AVE SE Unit/Apt: [REDACTED]

City: BRAINERD State: MN

Zip: 56401 Phone #: (218) [REDACTED]

[View / Edit additional owner information...](#)

Unit Code: [REDACTED]

User 1 Field [REDACTED]

User 2 Field [REDACTED]

User 3 Field [REDACTED]

Parcel #: [REDACTED]

Comments (0 found)...

Owner's Animal / License Information

Add Animal Tools Filter: All Animals

Animal Name / Breed	Last License / Year	License Date / Expire	License Type / Journalized	Rabies Date / Expire
JOVIE RETRIEVER MIX	004 2020	1/1/2020 12/31/2020	FEMALE/SPAYED No	4/22/2019 4/22/2022

Owner's Animal / License Information

Add Animal Tools

License Edit

License Type: FEMALE/SPAYED

Year: 2020

License Number: 004

Date Sold: 01/01/2020

Duration: 12 (months)

Expiration Date: 12/31/2020

Issued By: sbestul

License Amount: \$15.00 Penalty: \$0.00

Total: \$15.00

Payment Information

☐ Journal entries created ☐ Void License

[Click to view license journal entries. 0 found...](#)

User 1 Field [REDACTED]

User 2 Field [REDACTED]

User 3 Field [REDACTED]

User 4 Field [REDACTED]

Other Info.

Rabies Info

Vaccination #: 17518

Vet: LAKELAND VETERINARY HOSPITAL

Vaccination Date: 04/22/2019

Expiration Date: 04/22/2022

Owner: [REDACTED]

Animal: JOVIE

Close

CITY OF BRAINERD , STATE OF MINNESOTA

DOG LICENSE 2020

LICENSE NUMBER: 004

DATE SOLD: 01/01/2020

THIS LICENSE EXPIRES: Thursday, 31 December 2020

TYPE: FEMALE/SPAYED

RECEIVED OF: [REDACTED]

TELEPHONE: [REDACTED]

ADDRESS: [REDACTED]
BRAINERD, MN 56401

THE SUM OF: \$15.00

Previous Owner:

Dog's Name: JOVIE

Age:

Dog Type: RETRIEVER MIX

Sex / License Type: FEMALE/SPAYED

Description: BLACK

Expires: 04/22/2022

Vaccination #: 17518

Veterinarian: LAKELAND VETERINARY HOSPITA

Issued by: 

[REDACTED]
[REDACTED]
BRAINERD, MN 56401



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: First Reading and Set Public Hearing - Proposed Ordinance No. 1509 - Amending Section 515-37: Signs of the Code of Ordinances

☐ 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: Community Development Director Chanski and City Engineer Sandy are proposing an amendment to Section 515-37 of the Code of Ordinances regarding the location of non-commercial speech signs in relation to the right-of-way (ROW). This amendment would change the aforementioned section to say that non-commercial speech signs shall be located no less than 15 feet from the back of the curb.	
Alternatives, Options, Effects on Others/Comments: Currently, the zoning code does not allow non-commercial speech signs in the ROW. However, many people do not know where their property line ends and the ROW begins. This results in numerous ROW violations, especially during election seasons. In most areas of the city, signs would be well within private property lines if they are placed no less than 15 feet from the back of the curb. This would eliminate most, if not all ROW violations, when it comes to such signs.	
Recommended Action/Motion: 1) Motion to set the public hearing from Proposed Ordinance No. 1509 for Monday, June 1. 2) Motion to hold/dispense with the first reading of Proposed Ordinance No. 1509, an Ordinance Amending Brainerd Zoning Ordinance Section 515-37.	
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. 1509**

**AN ORDINANCE AMENDING BRAINERD ZONING ORDINANCE
SECTION 515-37: SIGNS**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 515-37-5.C –Shall be amended by adding the following:

5. Signs ~~are not permitted in the public right-of-way~~ shall be placed no less than fifteen (15) feet from the back of the curb and ~~or~~ shall not be within the sight visibility triangle.

SECTION TWO: All other provisions of Sections 515-63 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 18, 2020

Title of Item: MS4 Presentation and Public Hearing

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☐ P&F COMMITTEE ☐ SPW COMMITTEE ☒ MAIN AGENDA	Action Requested: ☐ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☒ Discussion Item ☒ Hold Public Hearing* ☐ Ordinance 1 st Reading <i>*provide copy of published hearing notice</i>
Submitted by: City Engineer Sandy	Department: Engineering
Presenter (Name & Title): City Engineer Sandy and Assistant City Engineer Fladung	Estimated Time Needed: 15 Minutes
Summary of Issue: Pursuant the notice and MPCA requirements, City staff have prepared a presentation in relation to the Municipal Separate Storm Sewer System.	
Alternatives, Options, Effects on Others/Comments: Staff has a short presentation, then a public hearing to allow input about the City's MS4 should commence.	
Recommended Action/Motion: Staff recommends holding the public hearing pursuant the notice.	
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>	



1

PURPOSE OF THE MEETING



- To educate the public on the importance of storm water management
- Give an overview of the City of Brainerd's storm sewer system
- To give an update on the status of compliance with the Municipal Separate Storm Sewer System (MS4) Permit conditions
- Allow the public to comment on the SWPPP (Stormwater Pollution Prevention Plan) or implementation procedures



May 18, 2020

2019 ANNUAL STORM WATER MEETING 2

2

MS4 (MUNICIPAL SEPARATE STORM SEWER SYSTEM) MS4 PERMIT



- Issued Every 5 years by MPCA (Minnesota Pollution Control Agency) to City's/Townships with over 5,000 population.
- Permit regulates the discharge of stormwater into waters of the state.
- Requires that the permittee implement a SWPPP (stormwater pollution prevention plan).
- Requires that the permittee implement minimum control measures and standard operating procedures to reduce stormwater pollutants entering the MS4.

May 18, 2020



2019 ANNUAL STORM WATER MEETING

3

3

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

- **City developed a SWPPP to address six minimum control measures set by MPCA**
 - Public Education & Outreach
 - Public Participation & Involvement
 - Illicit Discharge Detection & Elimination
 - Construction Site Runoff Controls
 - Post-Construction Storm Water Management
 - Pollution Prevention/Good Housekeeping
- **Goal of the SWPPP is to create Best Management Practices (BMP's) which will reduce or eliminate sediment and other pollutants from our lakes, rivers, and wetlands**
- **City of Brainerd's SWPPP contains 44 BMP's**

May 18, 2020



2019 ANNUAL STORM WATER MEETING

4

4

STORM SEWER SYSTEM OVERVIEW

- **Total Pipe in System**
 - 303,600 LF (57.5 Miles) – Ranging in Size from 8" to 60"
 - Most is Reinforced Concrete Pipe
- **Structures**
 - 2,556 Catch Basin Structures
 - 580 Storm Manholes
- **Outfalls**
 - 84 Storm Sewer Outfalls (generally to Mississippi River, Little Buffalo Creek, or lowlands)
- **Other Stormwater Structures**
 - 44 Wet Detention Ponds - Used for treatment of stormwater before discharge
 - 32 Private Infiltration or Detention Ponds - Required per Section 725 City Code
 - 19 Rain Gardens – Used for sediment/phosphorus removal from run-off

May 18, 2020



2019 ANNUAL STORM WATER MEETING

5

5

STORM SEWER FUND

- Upgrades to City of Brainerd storm sewer system are made through the Storm Sewer Fund
- Residential Properties are all charged 1 REU
- 1 Residential Equivalency Unit (REU)= \$4.00 (2019)
- Commercial/Industrial Properties Fees are based on 1 REU per 1/12 Acre of Impervious surface, or 12 REU's per Acre.
- Total Current REU's:

3,637 Residential
4,979 Commercial/Industrial
- A rate study will be performed in 2020 to ensure rates are set to appropriate levels to fund capital improvement plan.

May 18, 2020



2019 ANNUAL STORM WATER MEETING

6

6

MS4 ACCOMPLISHMENTS THAT HAVE BEEN COMPLETED IN THE LAST YEAR

- **Inspected 25 outfalls** – Required to inspect 20% of total/year
- **Inspected 11 ponds** – Required to inspect 20% of total/year
- **Inspected 9 Stockpiles** – Required to inspect 4 times/year
 - 4x each
- **Inspected 19 Rain Gardens** – Required to inspect 4 times/year
 - 4x each
- **Performed Maintenance as needed**



May 18, 2020



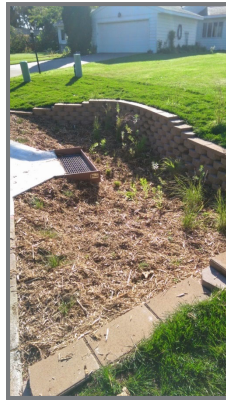
2019 ANNUAL STORM WATER MEETING

7

7

MS4 ACCOMPLISHMENTS THAT HAVE BEEN COMPLETED IN THE LAST YEAR

- **Conducted 68 formal erosion and sediment control site inspections on construction sites (done as part of building permit inspections)**
- **Cleaned 72,852 LF of sanitary sewer**
- **Swept 800 CY of material from streets (Spring/Fall)**



May 18, 2020



2019 ANNUAL STORM WATER MEETING

8

8

MS4 ACCOMPLISHMENTS THAT HAVE BEEN COMPLETED IN THE LAST YEAR

- Implementation of updated Section 430 and 725 of Brainerd City Code to reflect changes in the new MS4 Permit
- Began documentation checklists for new MS4 permit based upon the draft language submitted to staff.
- Created new handouts/brochures for public based on new permit language and using marketing and engineering interns.
- Implementation of Standard Operating Procedures for Minimum Control Measures as Outlines in the permit pertaining to:
 - Construction Site Erosion and Sediment Control
 - Spill Response
 - Illicit Discharge Detection and Elimination
 - Pollution Prevention and Good Housekeeping for Municipal Operations
- These are all posted on the website.
- <http://www.ci.brainerd.mn.us/183/Stormwater>

May 18, 2020



2019 ANNUAL STORM WATER MEETING

9

9

MS4 ITEMS FOR NEXT YEAR

- Focus on repair and maintenance of outfalls and ponds after inspections once every five years.
- Perform yearly inspections of storm ponds, outfalls, rain gardens, and stockpile/material handling areas.



May 18, 2020



2019 ANNUAL STORM WATER MEETING

10

10

MS4 ITEMS FOR NEXT YEAR

- **Work with field staff in detection and reporting of Illicit Discharges into the MS4**
 - Engineering
 - Street & Sewer
 - Parks Department
 - Police Department
 - Fire Department
 - Brainerd Public Utilities
 - Water
 - Wastewater
 - Electric
 - Develop Materials and Schedule
- **Train staff on new Standard Operating Procedures pertaining to Good Housekeeping Practices for Municipal Operations and Illicit Discharge Detection and Reporting**

May 18, 2020



2019 ANNUAL STORM WATER MEETING

11

11

MS4 ITEMS FOR NEXT YEAR

- **Learn and implement any changes in MS4 requirements when permit re-issue is released in summer 2020.**
- Increase public outreach throughout the year on stormwater items
- Increase documentation of stormwater related events and infrastructure
- Begin to implement Stormwater Retrofit Analysis treatment options (after analysis has been completed). Will be completed by mid-summer 2020.
- Prepare and budget for a City-wide Hydrology and Hydraulic model in 2021.

May 18, 2020



2019 ANNUAL STORM WATER MEETING

12

12

TASKS FOR NEW MS4 PERMIT

- **Distribute handouts/brochures**
 - City Website (<https://www.ci.brainerd.mn.us/183/Stormwater>)
 - City social media
 - “Door-Knockers”
 - Increase public outreach on topics related to The City’s MS4 Permit and stormwater using new brochures and material.
- **Modify documentation style**
 - Organization and layout of data within archives and within GIS.
 - Import data for stormwater retrofit plan into GIS.
 - Information related to stormwater events

May 18, 2020



2019 ANNUAL STORM WATER MEETING

13

13

QUESTIONS OR COMMENTS?



May 18, 2020

2019 ANNUAL STORM WATER MEETING

14

14



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: RES - Accepting Bids - IMP 19-10 - NE Brainerd Resurfacing Project

☐ 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: Bids were solicited for Improvement 19-10 according to law, and opened and read aloud respectively. These improvements are for the resurfacing of 10th Avenue NE, P Street, O Street, L Street, 11th Avenue NE, and J Street in NE Brainerd.	
Alternatives, Options, Effects on Others/Comments: Three bids were received for the proposed work from Knife River, Anderson Brothers Construction of Brainerd, LLC, and J.R. Ferche in the respective amounts of \$1,145,091.20, \$1,147,247.11, and \$1,310,265.00. This represents a 10.11% under engineer's estimate, 9.94 under engineer's estimate, and 2.85% over engineer's estimate.	
Recommended Action/Motion: Staff recommends adopting the attached resolution in which accepts the bids and authorizes staff to enter into a contract with Knife River for Improvement 19-10 - NE Brainerd Resurfacing Project in the total project amount of \$1,145,091.20.	
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>1,145,091.20</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> Funds are being bonded for with the next bond issuance and will be paid out of construction fund 401 or respective utility funds.	

Line	Number	Description	Unit	Quantity	Engineer's Estimate		KNIFE RIVER		Anderson Brothers Construction Company of Brainerd LLC		J.R. Ferche, Inc.	
					Amount	Total Amount	Bid Amount	Total Amount	Bid Amount	Total Amount	Bid Amount	Total Amount
1	2021.501/00010	MOBILIZATION	LS	1	\$35,000.00	\$35,000.00	\$90,000.00	\$90,000.00	\$55,750.00	\$55,750.00	\$70,000.00	\$70,000.00
2	2101.524/00040	CLEARING	TREE	2	\$200.00	\$400.00	\$700.00	\$1,400.00	\$542.95	\$1,085.90	\$1,000.00	\$2,000.00
3	2101.524/00050	GRUBBING	TREE	2	\$200.00	\$400.00	\$200.00	\$400.00	\$1,628.75	\$3,257.50	\$4,000.00	\$8,000.00
4	2104.502/00600	REMOVE CONCRETE STEPS	EACH	7	\$250.00	\$1,750.00	\$120.00	\$840.00	\$35.85	\$250.95	\$300.00	\$2,100.00
5	2104.502/00820	REMOVE CASTING	EACH	30	\$350.00	\$10,500.00	\$105.00	\$3,150.00	\$57.80	\$1,734.00	\$250.00	\$7,500.00
6	2104.502/00850	REMOVE GATE VALVE & BOX	EACH	5	\$250.00	\$1,250.00	\$120.00	\$600.00	\$217.15	\$1,085.75	\$650.00	\$3,250.00
7	2104.502/00860	REMOVE CURB STOP & BOX	EACH	33	\$250.00	\$8,250.00	\$50.00	\$1,650.00	\$108.60	\$3,583.80	\$200.00	\$6,600.00
8	2104.502/00870	REMOVE VALVE BOX	EACH	1	\$250.00	\$250.00	\$225.00	\$225.00	\$108.60	\$108.60	\$650.00	\$650.00
9	2104.502/02090	SALVAGE HYDRANT	EACH	1	\$250.00	\$250.00	\$550.00	\$550.00	\$651.50	\$651.50	\$750.00	\$750.00
10	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	1,252	\$4.00	\$5,008.00	\$2.57	\$3,217.64	\$3.50	\$4,382.00	\$4.00	\$5,008.00
11	2104.503/00270	REMOVE WATER MAIN	L F	905	\$7.50	\$6,787.50	\$4.00	\$3,620.00	\$5.45	\$4,932.25	\$19.00	\$17,195.00
12	2104.503/00315	REMOVE CURB & GUTTER	L F	4,644	\$2.50	\$11,610.00	\$3.75	\$17,415.00	\$3.10	\$14,396.40	\$5.00	\$23,220.00
13	2104.503/00850	REMOVE WATER SERVICE PIPE	L F	1,242	\$7.50	\$9,315.00	\$1.50	\$1,863.00	\$5.45	\$6,768.90	\$2.00	\$2,484.00
14	2104.504/00080	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	373	\$5.00	\$1,865.00	\$5.50	\$2,051.50	\$4.90	\$1,827.70	\$10.00	\$3,730.00
15	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	21,900	\$2.75	\$60,225.00	\$2.50	\$54,750.00	\$1.90	\$41,610.00	\$2.60	\$56,940.00
16	2104.505/000001	REMOVE CONCRETE VALLEY GUTTER	S Y	96	\$10.00	\$960.00	\$7.50	\$720.00	\$28.90	\$2,774.40	\$20.00	\$1,920.00
17	2104.518/00130	REMOVE CONCRETE SIDEWALK	S F	740	\$2.50	\$1,850.00	\$2.00	\$1,480.00	\$1.65	\$1,221.00	\$2.20	\$1,628.00
18	2105.504/00035	GEOTEXTILE FABRIC TYPE 5	S Y	4,895	\$5.00	\$24,475.00	\$1.55	\$7,587.25	\$1.70	\$8,321.50	\$3.00	\$14,685.00
19	2105.507/00050	SUBGRADE EXCAVATION	C Y	3,263	\$15.00	\$48,945.00	\$9.50	\$30,998.50	\$10.45	\$34,098.35	\$12.00	\$39,156.00
20	2105.507/00190	SELECT GRANULAR BORROW (LV)	C Y	3,263	\$25.00	\$81,575.00	\$12.00	\$39,156.00	\$10.45	\$34,098.35	\$16.00	\$52,208.00
21	2105.507/00015	COMMON EXCAVATION (P)	C Y	2,889	\$12.00	\$34,668.00	\$10.50	\$30,334.50	\$21.25	\$61,391.25	\$30.00	\$86,670.00
22	2105.507/00390	STABILIZING AGGREGATE	C Y	210	\$50.00	\$10,500.00	\$28.00	\$5,880.00	\$11.66	\$2,448.60	\$25.00	\$5,250.00
23	2211.509/00070	AGGREGATE BASE CLASS 5	TON	4,877	\$18.00	\$87,786.00	\$19.00	\$92,663.00	\$17.95	\$87,542.15	\$21.00	\$102,417.00
24	2360.509/12300	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	2,840	\$70.00	\$198,800.00	\$66.00	\$187,440.00	\$70.45	\$200,078.00	\$71.00	\$201,640.00
25	2411.607/04100	CONCRETE STEPS	C Y	14	\$500.00	\$7,000.00	\$1,600.00	\$22,400.00	\$1,737.40	\$24,323.60	\$2,000.00	\$28,000.00
26	2503.604/00004	4" INSULATION	S Y	49	\$10.00	\$490.00	\$44.85	\$2,197.65	\$43.45	\$2,129.05	\$45.00	\$2,205.00
27	2504.601/00040	TEMPORARY WATER SERVICE	LS	1	\$15,000.00	\$15,000.00	\$14,100.00	\$14,100.00	\$19,545.40	\$19,545.40	\$25,000.00	\$25,000.00
28	2504.602/00010	CONNECT TO EXISTING WATER MAIN	EACH	8	\$2,000.00	\$16,000.00	\$753.00	\$6,024.00	\$1,628.80	\$13,030.40	\$750.00	\$6,000.00
29	2504.602/00014	CONNECT TO EXISTING WATER SERVICE	EACH	36	\$500.00	\$18,000.00	\$246.00	\$8,856.00	\$217.20	\$7,819.20	\$200.00	\$7,200.00
30	2504.602/00020	HYDRANT	EACH	1	\$5,000.00	\$5,000.00	\$4,849.00	\$4,849.00	\$5,430.00	\$5,430.00	\$4,500.00	\$4,500.00
31	2504.602/00035	ADJUST VALVE BOX-WATER	EACH	18	\$1,500.00	\$27,000.00	\$350.00	\$6,300.00	\$115.60	\$2,080.80	\$300.00	\$5,400.00
32	2504.602/00410	1" CORPORATION STOP	EACH	32	\$500.00	\$16,000.00	\$407.00	\$13,024.00	\$325.80	\$10,425.60	\$325.00	\$10,400.00
33	2504.602/00806	6" GATE VALVE & BOX	EACH	12	\$2,000.00	\$24,000.00	\$1,552.00	\$18,624.00	\$2,171.75	\$26,061.00	\$2,000.00	\$24,000.00
34	2504.602/03008	ADJUST CURB BOX	EACH	7	\$500.00	\$3,500.00	\$175.00	\$1,225.00	\$217.20	\$1,520.40	\$225.00	\$1,575.00
35	2504.602/03100	1" CURB STOP & BOX	EACH	36	\$500.00	\$18,000.00	\$365.00	\$13,140.00	\$380.05	\$13,681.80	\$350.00	\$12,600.00
36	2504.603/00710	1" TYPE K COPPER PIPE	L F	1,029	\$45.00	\$46,305.00	\$21.00	\$21,609.00	\$30.40	\$31,281.60	\$30.00	\$30,870.00
37	2504.603/01062	6" WATERMAIN DUCTILE IRON CL 52	L F	2,303	\$55.00	\$126,665.00	\$64.00	\$147,392.00	\$59.75	\$137,604.25	\$54.00	\$124,362.00
38	2506.502/06000	CASTING ASSEMBLY	EACH	30	\$900.00	\$27,000.00	\$1,050.00	\$31,500.00	\$760.10	\$22,803.00	\$1,000.00	\$30,000.00
39	2506.602/06420	SEAL DRAINAGE STRUCTURE	EACH	21	\$500.00	\$10,500.00	\$215.00	\$4,515.00	\$325.75	\$6,840.75	\$900.00	\$18,900.00
40	2504.608/00020	DUCTILE IRON FITTINGS	LB	1,420	\$15.00	\$21,300.00	\$8.10	\$11,502.00	\$9.80	\$13,916.00	\$8.50	\$12,070.00
41	2521.518/00040	4" CONCRETE WALK	S F	568	\$7.00	\$3,976.00	\$6.63	\$3,765.84	\$7.20	\$4,089.60	\$7.50	\$4,260.00
42	2521.518/00060	6" CONCRETE WALK	S F	164	\$10.00	\$1,640.00	\$10.63	\$1,743.32	\$11.55	\$1,894.20	\$12.00	\$1,968.00
43	2531.503/22310	CONCRETE CURB & GUTTER DESIGN V612	L F	260	\$35.00	\$9,100.00	\$29.50	\$7,670.00	\$32.05	\$8,333.00	\$34.00	\$8,840.00
44	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	3,674	\$15.00	\$55,110.00	\$21.25	\$78,072.50	\$23.10	\$84,869.40	\$24.00	\$88,176.00
45	2531.503/04110	CONCRETE CURB & GUTTER DESIGN D412	L F	703	\$35.00	\$24,605.00	\$19.50	\$13,708.50	\$21.20	\$14,903.60	\$22.50	\$15,817.50
46	2531.504/00070	7" CONCRETE DRIVEWAY PAVEMENT	S Y	440	\$60.00	\$26,400.00	\$61.20	\$26,928.00	\$66.50	\$29,260.00	\$70.00	\$30,800.00
47	2531.604/00208	8" CONCRETE VALLEY GUTTER	S Y	101	\$100.00	\$10,100.00	\$90.00	\$9,090.00	\$97.75	\$9,872.75	\$103.50	\$10,453.50
48	2531.618/00010	TRUNCATED DOMES	S F	8	\$50.00	\$400.00	\$48.00	\$384.00	\$52.15	\$417.20	\$55.00	\$440.00
49	2540.602/00145A	SALVAGE AND REINSTALL MAILBOX	EACH	20	\$200.00	\$4,000.00	\$100.00	\$2,000.00	\$43.45	\$869.00	\$120.00	\$2,400.00
50	2540.602/00145B	TEMPORARY MAILBOX SUPPORT	EACH	20	\$200.00	\$4,000.00	\$10.00	\$200.00	\$16.30	\$326.00	\$15.00	\$300.00
51	2451.507/00140	GRANULAR BEDDING (LV)	C Y	426	\$50.00	\$21,300.00	\$46.00	\$19,596.00	\$34.75	\$14,803.50	\$12.00	\$5,112.00
52	2563.601/00010	TRAFFIC CONTROL	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$11,401.50	\$11,401.50	\$12,500.00	\$12,500.00
53	2571.524/05080	CONIFEROUS TREE 8' HT B&B	TREE	1	\$1,000.00	\$1,000.00	\$995.00	\$995.00	\$1,080.45	\$1,080.45	\$1,200.00	\$1,200.00
54	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$2,311.85	\$2,311.85	\$8,000.00	\$8,000.00
55	2573.501/00030	EROSION CONTROL SUPERVISOR	LS	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,155.95	\$1,155.95	\$2,500.00	\$2,500.00
56	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	57	\$300.00	\$17,100.00	\$150.00	\$8,550.00	\$135.75	\$7,737.75	\$250.00	\$14,250.00
57	2573.503/00060	SEDIMENT CONTROL LOG TYPE STRAW	L F	300	\$5.00	\$1,500.00	\$5.00	\$1,500.00	\$5.45	\$1,635.00	\$6.00	\$1,800.00
58	2574.507/001001111	COMMON TOPSOIL BORROW (LV)	C Y	568	\$40.00	\$22,720.00	\$42.00	\$23,856.00	\$33.00	\$18,744.00	\$35.00	\$19,880.00
59	2575.501/00020	TURF ESTABLISHMENT	LS	1	\$10,000.00	\$10,000.00	\$12,500.00	\$12,500.00	\$13,573.20	\$13,573.20	\$15,000.00	\$15,000.00
60	2575.523/00020	RAPID STABILIZATION METHOD 3	MGAL	4.44	\$500.00	\$2,220.00	\$200.00	\$888.00	\$217.20	\$964.37	\$250.00	\$1,110.00
61	2130.523/00010	WATER	MGAL	185	\$50.00	\$9,250.00	\$17.00	\$3,145.00	\$34.70	\$6,419.50	\$35.00	\$6,475.00
62	-	Granite Chips	C Y	3	\$100.00	\$300.00	\$250.00	\$750.00	\$231.20	\$693.60	\$300.00	\$900.00

Total:	\$1,273,900.50	Total:	\$1,145,091.20	Total:	\$1,147,247.11	Total:	\$1,310,265.00
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RESOLUTION
NO _____

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the improvements of the following described improvements:

IMPROVEMENT 19-10

Street Resurfacing

10th Avenue NE – N Street to O Street and P Street to Q Street

P Street – Mill Avenue to 10th Avenue NE

L Street – Mill Avenue to 8th Avenue NE

J Street – Mill Avenue to 10th Avenue NE and 11th Avenue NE to 13th Avenue NE

11th Avenue NE – H Street to J Street

Bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

<u>NAME OF BIDDER</u>	<u>AMOUNT OF BID</u>
Anderson Brothers Construction of Brainerd, LLC	\$1,147,247.11
Knife River Corporation	\$1,145,091.20
J.R. Ferche Incorporated	\$1,310,265.00

AND WHEREAS, Knife River Corporation is the lowest responsible bidder; and

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

1. The Mayor and the City Administrator are hereby authorized and directed to enter into a contract with Knife River Corporation for the amount of its said bid in the name of the City of Brainerd for the improvements above described according to the plans and specifications therefore approved by the City Council and of record in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this _____ day of _____, 2018

GABE JOHNSON
President of the Council

Approved this _____ day of _____, 2018

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date: May 18, 2020

Title of Item: RES - Accepting Bids - IMPs 13-21, 19-09, 19-16, 19-20, and 19-21

☐ 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: Bids were solicited for Improvements 13-21, 19-09, 19-06, 19-20, and 19-21 according to law, and opened and read aloud respectively. These improvements are for the reconstruction of B Street from Gillis Avenue to 5th Avenue NE (13-21), reconstruction of 5th Avenue NE from Washington Street to D Street (19-09), reconstruction of B, C, and D Street from 5th Avenue NE to the East Brainerd Mall property line (19-16), a sidewalk connection of Gillis Avenue from Washington Street to B Street (19-20), and a sidewalk connection on 4th Avenue NE from Washington Street to C Street (19-21).	
Alternatives, Options, Effects on Others/Comments: Two bids were received for the proposed work from Anderson Brother Construction of Brainerd, LLC and J.R. Ferche, Inc. in the total bid amounts of \$1,950,724.87 and \$2,056,822.10. Engineer's estimate for the work was \$1,864,601.25. The bids represent at 4.61% and a 10.31% over engineer's estimate.	
Recommended Action/Motion: Staff recommends adopting the attached resolution in which accepts the bids and authorizes staff to enter into a contract with Anderson Brothers Construction of Brainerd, LLC in the total bid amount of \$1,950,724.87.	
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>\$1,950,724.87</u> <i>Is this budgeted?</i> ☒ Yes ☐ No <i>Please Explain:</i> Original estimates had this project total cost at approximately \$2,300,000. Through project development, costs have decreased dramatically. Cost splits will be split respectively to State Aid (construction fund 401), sanitary sewer, storm sewer, and BPU water.	

					Anderson Brothers Construction Company of Brainerd LLC		J.R. Ferche, Inc.	
Line	Number	Description	Unit	Project Quantity	Bid Amount	Total Amount	Bid Amount	Total Amount
1	2021.501/00010	MOBILIZATION	LS	0.46	\$67,852.00	\$31,211.92	\$80,000.00	\$36,800.00
1	2021.501/00010	MOBILIZATION	LS	0.28	\$67,852.00	\$18,998.56	\$80,000.00	\$22,400.00
1	2021.501/00010	MOBILIZATION	LS	0.04	\$67,852.00	\$2,714.08	\$80,000.00	\$3,200.00
1	2021.501/00010	MOBILIZATION	LS	0.04	\$62,875.00	\$2,515.00	\$80,000.00	\$3,200.00
1	2021.501/00010	MOBILIZATION	LS	0.18	\$67,852.00	\$12,213.36	\$80,000.00	\$14,400.00
2	2101.524/00040	CLEARING	TREE	18	\$663.75	\$11,947.50	\$550.00	\$9,900.00
2	2101.524/00040	CLEARING	TREE	3	\$663.75	\$1,991.25	\$550.00	\$1,650.00
2	2101.524/00040	CLEARING	TREE	2	\$663.75	\$1,327.50	\$550.00	\$1,100.00
2	2101.524/00040	CLEARING	TREE	5	\$663.75	\$3,318.75	\$550.00	\$2,750.00
2	2104.502/00600	REMOVE CONCRETE STEPS	EACH	5	\$120.65	\$603.25	\$250.00	\$1,250.00
3	2101.524/00050	GRUBBING	TREE	18	\$553.10	\$9,955.80	\$850.00	\$15,300.00
3	2101.524/00050	GRUBBING	TREE	3	\$553.10	\$1,659.30	\$850.00	\$2,550.00
3	2101.524/00050	GRUBBING	TREE	2	\$553.10	\$1,106.20	\$850.00	\$1,700.00
3	2101.524/00050	GRUBBING	TREE	6	\$553.10	\$3,318.60	\$850.00	\$5,100.00
3	2104.502/00770	REMOVE MANHOLE OR CATCH BASIN	EACH	1	\$553.10	\$553.10	\$550.00	\$550.00
4	2104.502/0001111	REMOVE SHRUB	EACH	3	\$241.25	\$723.75	\$50.00	\$150.00
4	2104.502/00600	REMOVE CONCRETE STEPS	EACH	8	\$120.65	\$965.20	\$250.00	\$2,000.00
4	2104.502/00820	REMOVE CASTING	EACH	2	\$60.30	\$120.60	\$265.00	\$530.00
4	2104.503/00195	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	85	\$6.05	\$514.25	\$8.00	\$680.00
4	2104.503/00195	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	34	\$6.05	\$205.70	\$8.00	\$272.00
5	2104.502/00430	REMOVE BOLLARDS	EACH	1	\$241.25	\$241.25	\$400.00	\$400.00
5	2104.502/00770	REMOVE MANHOLE OR CATCH BASIN	EACH	4	\$553.10	\$2,212.40	\$550.00	\$2,200.00
5	2104.502/02090	SALVAGE HYDRANT	EACH	1	\$442.45	\$442.45	\$775.00	\$775.00
5	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	270	\$3.65	\$985.50	\$4.00	\$1,080.00
5	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	163	\$3.65	\$594.95	\$4.00	\$652.00
6	2104.502/00600	REMOVE CONCRETE STEPS	EACH	2	\$120.65	\$241.30	\$250.00	\$500.00
6	2104.502/00820	REMOVE CASTING	EACH	9	\$60.30	\$542.70	\$265.00	\$2,385.00
6	2104.502/02380	SALVAGE BOULDER	EACH	32	\$60.30	\$1,929.60	\$45.00	\$1,440.00
6	2104.503/00315	REMOVE CURB & GUTTER	L F	222	\$3.55	\$788.10	\$4.00	\$888.00
6	2104.503/00315	REMOVE CURB & GUTTER	L F	151	\$3.55	\$536.05	\$4.00	\$604.00
7	2104.502/00820	REMOVE CASTING	EACH	6	\$60.35	\$362.10	\$265.00	\$1,590.00
7	2104.502/00850	REMOVE GATE VALVE & BOX	EACH	4	\$110.65	\$442.60	\$550.00	\$2,200.00
7	2104.503/00195	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	40	\$6.00	\$240.00	\$8.00	\$320.00
7	2104.504/00080	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	99	\$8.85	\$876.15	\$10.00	\$990.00
7	2104.504/00080	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	16	\$45.00	\$720.00	\$10.00	\$160.00
8	2104.502/00850	REMOVE GATE VALVE & BOX	EACH	4	\$110.65	\$442.60	\$550.00	\$2,200.00
8	2104.502/00860	REMOVE CURB STOP & BOX	EACH	27	\$110.65	\$2,987.55	\$200.00	\$5,400.00
8	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	793	\$3.65	\$2,894.45	\$4.00	\$3,172.00
8	2104.504/00110	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	75	\$7.00	\$525.00	\$10.00	\$750.00
8	2104.504/00110	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	118	\$2.75	\$324.50	\$10.00	\$1,180.00
9	2104.502/00860	REMOVE CURB STOP & BOX	EACH	8	\$110.65	\$885.20	\$200.00	\$1,600.00
9	2104.502/02090	SALVAGE HYDRANT	EACH	2	\$442.45	\$884.90	\$775.00	\$1,550.00
9	2104.503/00270	REMOVE WATER MAIN	L F	11	\$5.55	\$61.05	\$19.00	\$209.00
9	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	489	\$2.20	\$1,075.80	\$2.60	\$1,271.40
9	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	33	\$2.20	\$72.60	\$2.60	\$85.80
10	2104.502/02090	SALVAGE HYDRANT	EACH	1	\$442.50	\$442.50	\$775.00	\$775.00
10	2104.503/00195	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	281	\$6.00	\$1,686.00	\$8.00	\$2,248.00
10	2104.503/00285	REMOVE SEWER PIPE (STORM)	L F	26	\$7.75	\$201.50	\$12.00	\$312.00
10	2104.505/000001	REMOVE CONCRETE VALLEY GUTTER	S Y	35	\$20.70	\$724.50	\$20.00	\$700.00
10	2104.518/00130	REMOVE CONCRETE SIDEWALK	S F	470	\$1.85	\$869.50	\$1.40	\$658.00
11	2104.502/02380	SALVAGE BOULDER	EACH	10	\$60.30	\$603.00	\$45.00	\$450.00
11	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	473	\$3.65	\$1,726.45	\$4.00	\$1,892.00
11	2104.503/00315	REMOVE CURB & GUTTER	L F	1,676	\$3.55	\$5,949.80	\$4.00	\$6,704.00
11	2104.518/00130	REMOVE CONCRETE SIDEWALK	S F	986	\$1.10	\$1,084.60	\$1.40	\$1,380.40
11	2105.507/00015	COMMON EXCAVATION (P)	C Y	174	\$20.00	\$3,480.00	\$25.00	\$4,350.00
12	2104.503/00195	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	204	\$6.05	\$1,234.20	\$8.00	\$1,632.00
12	2104.503/00270	REMOVE WATER MAIN	L F	1,037	\$5.55	\$5,755.35	\$19.00	\$19,703.00
12	2104.503/00720	REMOVE HANDRAIL	L F	12	\$12.00	\$144.00	\$20.00	\$240.00
12	2105.507/00015	COMMON EXCAVATION (P)	C Y	183	\$20.00	\$3,660.00	\$25.00	\$4,575.00
12	2105.507/00190	SELECT GRANULAR BORROW (LV)	C Y	65	\$38.95	\$2,531.75	\$16.00	\$1,040.00
13	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	556	\$3.65	\$2,029.40	\$4.00	\$2,224.00
13	2104.503/00285	REMOVE SEWER PIPE (STORM)	L F	166	\$7.75	\$1,286.50	\$12.00	\$1,992.00
13	2104.503/00850	REMOVE WATER SERVICE PIPE	L F	243	\$3.35	\$814.05	\$4.00	\$972.00
13	2105.507/00190	SELECT GRANULAR BORROW (LV)	C Y	46	\$33.25	\$1,529.50	\$16.00	\$736.00
13	2105.507/00390	STABILIZING AGGREGATE	C Y	30	\$12.00	\$360.00	\$25.00	\$750.00
14	2104.503/00270	REMOVE WATER MAIN	L F	1,290	\$5.55	\$7,159.50	\$19.00	\$24,510.00
14	2104.503/00315	REMOVE CURB & GUTTER	L F	3,873	\$3.55	\$13,749.15	\$4.00	\$15,492.00
14	2104.503/01290	SALVAGE WOOD RAIL FENCE	L F	10	\$110.65	\$1,106.50	\$15.00	\$150.00
14	2105.507/00390	STABILIZING AGGREGATE	C Y	25	\$12.85	\$321.25	\$25.00	\$625.00
14	2211.509/00070	AGGREGATE BASE CLASS 5	TON	31	\$20.50	\$635.50	\$20.00	\$620.00
15	2104.503/00315	REMOVE CURB & GUTTER	L F	2,523	\$3.55	\$8,956.65	\$4.00	\$10,092.00
15	2104.503/00355	REMOVE CONCRETE RETAINING WALL	L F	101	\$5.75	\$580.75	\$35.00	\$3,535.00
15	2104.504/00080	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	50	\$8.85	\$442.50	\$10.00	\$500.00
15	2211.509/00070	AGGREGATE BASE CLASS 5	TON	141	\$20.50	\$2,890.50	\$20.00	\$2,820.00
15	2360.509/12201	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	110	\$74.00	\$8,140.00	\$69.00	\$7,590.00
16	2104.503/00720	REMOVE HANDRAIL	L F	12	\$30.15	\$361.80	\$20.00	\$240.00
16	2104.503/00850	REMOVE WATER SERVICE PIPE	L F	155	\$3.35	\$519.25	\$4.00	\$620.00
16	2104.504/00110	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	459	\$2.75	\$1,262.25	\$10.00	\$4,590.00
16	2360.509/12201	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	116	\$74.00	\$8,584.00	\$69.00	\$8,004.00
16	2504.602/03008	ADJUST CURB BOX	EACH	4	\$276.55	\$1,106.20	\$325.00	\$1,300.00
17	2104.503/00850	REMOVE WATER SERVICE PIPE	L F	844	\$3.35	\$2,827.40	\$4.00	\$3,376.00
17	2104.503/01290	SALVAGE WOOD RAIL FENCE	L F	20	\$110.65	\$2,213.00	\$15.00	\$300.00
17	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	4,418	\$2.20	\$9,719.60	\$2.60	\$11,486.80
17	2504.602/03008	ADJUST CURB BOX	EACH	6	\$276.55	\$1,659.30	\$325.00	\$1,950.00
17	2521.518/00040	4" CONCRETE WALK	S F	2,679	\$6.50	\$17,413.50	\$6.50	\$17,413.50
18	2104.503/01290	SALVAGE WOOD RAIL FENCE	L F	48	\$110.65	\$5,311.20	\$15.00	\$720.00
18	2104.504/00080	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	260	\$8.85	\$2,301.00	\$10.00	\$2,600.00
18	2104.518/00130	REMOVE CONCRETE SIDEWALK	S F	73	\$1.10	\$80.30	\$1.40	\$102.20
18	2521.518/00040	4" CONCRETE WALK	S F	1,667	\$6.45	\$10,752.15	\$6.50	\$10,835.50
18	2521.518/00060	6" CONCRETE WALK	S F	273	\$10.90	\$2,975.70	\$11.00	\$3,003.00
19	2104.503/01340	SALVAGE RETAINING WALL	L F	20	\$110.65	\$2,213.00	\$20.00	\$400.00
19	2104.504/00110	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	462	\$2.75	\$1,270.50	\$10.00	\$4,620.00
19	2104.518/00330	REMOVE LANDSCAPE ROCK	S F	670	\$0.60	\$402.00	\$2.00	\$1,340.00
19	2521.518/00060	6" CONCRETE WALK	S F	857	\$10.90	\$9,341.30	\$11.00	\$9,427.00
19	2531.503/02320	CONCRETE CURB & GUTTER DESIGN B624	L F	176	\$31.00	\$5,456.00	\$32.00	\$5,632.00

20	2104.504/00080	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	213	\$8.85	\$1,885.05	\$10.00	\$2,130.00
20	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	5,022	\$2.20	\$11,048.40	\$2.60	\$13,057.20
20	2105.507/00015	COMMON EXCAVATION (P)	C Y	2,432	\$20.00	\$48,640.00	\$25.00	\$60,800.00
20	2531.503/02320	CONCRETE CURB & GUTTER DESIGN B624	L F	244	\$30.95	\$7,551.80	\$32.00	\$7,808.00
20	2531.504/00070	7" CONCRETE DRIVEWAY PAVEMENT	S Y	133	\$73.00	\$9,709.00	\$76.00	\$10,108.00
21	2104.504/00110	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	137	\$2.75	\$376.75	\$10.00	\$1,370.00
21	2104.518/00130	REMOVE CONCRETE SIDEWALK	S F	270	\$1.10	\$297.00	\$1.40	\$378.00
21	2105.507/00390	STABILIZING AGGREGATE	C Y	75	\$12.85	\$963.75	\$25.00	\$1,875.00
21	2531.504/00070	7" CONCRETE DRIVEWAY PAVEMENT	S Y	150	\$73.00	\$10,950.00	\$76.00	\$11,400.00
21	2531.618/00010	TRUNCATED DOMES	S F	36	\$49.80	\$1,792.80	\$52.00	\$1,872.00
22	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	7,879	\$2.20	\$17,333.80	\$2.60	\$20,485.40
22	2104.518/00330	REMOVE LANDSCAPE ROCK	S F	159	\$1.85	\$294.15	\$2.00	\$318.00
22	2105.604/00020	GEOTEXTILE FABRIC	S Y	114	\$2.15	\$245.10	\$3.00	\$342.00
22	2531.604/00208	8" CONCRETE VALLEY GUTTER	S Y	42	\$105.10	\$4,414.20	\$109.00	\$4,578.00
22	2563.601/00010	TRAFFIC CONTROL	LS	0.04	\$10,508.70	\$420.35	\$16,500.00	\$660.00
23	2104.505/000001	REMOVE CONCRETE VALLEY GUTTER	S Y	36	\$20.15	\$725.40	\$20.00	\$720.00
23	2105.507/00015	COMMON EXCAVATION (P)	C Y	2,100	\$20.00	\$42,000.00	\$25.00	\$52,500.00
23	2130.523/00010	WATER	MGAL	70	\$60.30	\$4,221.00	\$30.00	\$2,100.00
23	2531.618/00010	TRUNCATED DOMES	S F	96	\$49.75	\$4,776.00	\$52.00	\$4,992.00
23	2571.524/12200	DECIDUOUS TREE 2" CAL B&B	TREE	6	\$1,211.25	\$7,267.50	\$1,260.00	\$7,560.00
24	2104.518/00130	REMOVE CONCRETE SIDEWALK	S F	4,908	\$1.10	\$5,398.80	\$1.40	\$6,871.20
24	2105.507/00390	STABILIZING AGGREGATE	C Y	100	\$12.85	\$1,285.00	\$25.00	\$2,500.00
24	2211.509/00070	AGGREGATE BASE CLASS 5	TON	1,357	\$20.50	\$27,818.50	\$20.00	\$27,140.00
24	2563.601/00010	TRAFFIC CONTROL	LS	0.04	\$10,508.65	\$420.35	\$16,500.00	\$660.00
24	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	0.04	\$9,650.00	\$386.00	\$6,000.00	\$240.00
25	2105.507/00015	COMMON EXCAVATION (P)	C Y	3,500	\$20.00	\$70,000.00	\$25.00	\$87,500.00
25	2105.604/00020	GEOTEXTILE FABRIC	S Y	116	\$2.15	\$249.40	\$3.00	\$348.00
25	2360.509/12201	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	1,056	\$74.00	\$78,144.00	\$69.00	\$72,864.00
25	2571.524/12200	DECIDUOUS TREE 2" CAL B&B	TREE	5	\$1,211.25	\$6,056.25	\$1,260.00	\$6,300.00
25	2573.501/00030	EROSION CONTROL SUPERVISOR	LS	0.04	\$723.70	\$28.95	\$2,500.00	\$100.00
26	2105.507/00190	SELECT GRANULAR BORROW (LV)	C Y	56	\$33.25	\$1,862.00	\$16.00	\$896.00
26	2130.523/00010	WATER	MGAL	50	\$36.20	\$1,810.00	\$30.00	\$1,500.00
26	2411.607/04100	CONCRETE STEPS	C Y	2	\$1,106.20	\$2,212.40	\$1,150.00	\$2,300.00
26	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	0.04	\$9,649.35	\$385.97	\$6,000.00	\$240.00
26	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	4	\$138.25	\$553.00	\$250.00	\$1,000.00
27	2105.507/00390	STABILIZING AGGREGATE	C Y	100	\$12.85	\$1,285.00	\$25.00	\$2,500.00
27	2211.509/00070	AGGREGATE BASE CLASS 5	TON	1,602	\$20.50	\$32,841.00	\$20.00	\$32,040.00
27	2503.503/19123	12" RC PIPE SEWER DES 3006 CL III	L F	42	\$55.30	\$2,322.60	\$66.00	\$2,772.00
27	2573.501/00030	EROSION CONTROL SUPERVISOR	LS	0.04	\$723.70	\$28.95	\$2,500.00	\$100.00
27	2574.507/001001111	COMMON TOPSOIL BORROW (LV)	C Y	66	\$32.95	\$2,174.70	\$32.00	\$2,112.00
28	2130.523/00010	WATER	MGAL	75	\$60.30	\$4,522.50	\$30.00	\$2,250.00
28	2360.509/12201	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	1,278	\$74.00	\$94,572.00	\$69.00	\$88,182.00
28	2504.602/00010	CONNECT TO EXISTING WATER MAIN	EACH	2	\$1,548.65	\$3,097.30	\$850.00	\$1,700.00
28	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	2	\$138.25	\$276.50	\$250.00	\$500.00
28	2575.501/00020	TURF ESTABLISHMENT	LS	0.04	\$33,461.85	\$1,338.47	\$35,000.00	\$1,400.00
29	2211.509/00070	AGGREGATE BASE CLASS 5	TON	2,324	\$20.50	\$47,642.00	\$20.00	\$46,480.00
29	2411.607/04100	CONCRETE STEPS	C Y	1	\$1,106.20	\$1,106.20	\$1,150.00	\$1,150.00
29	2504.602/00020	HYDRANT	EACH	1	\$4,977.80	\$4,977.80	\$4,600.00	\$4,600.00
29	2574.507/001001111	COMMON TOPSOIL BORROW (LV)	C Y	72	\$42.85	\$3,085.20	\$32.00	\$2,304.00
29	2575.523/00020	RAPID STABILIZATION METHOD 3	MGAL	1	\$221.25	\$221.25	\$230.00	\$230.00
30	2360.509/12201	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	1,814	\$74.00	\$134,236.00	\$69.00	\$125,166.00
30	2504.601/00040	TEMPORARY WATER SERVICE	LS	0.5	\$22,123.55	\$11,061.78	\$30,000.00	\$15,000.00
30	2504.602/00035	ADJUST VALVE BOX-WATER	EACH	3	\$221.25	\$663.75	\$350.00	\$1,050.00
30	2575.501/00020	TURF ESTABLISHMENT	LS	0.04	\$33,461.85	\$1,338.47	\$35,000.00	\$1,400.00
31	2411.603/00005	CONCRETE RETAINING WALL	L F	101	\$110.65	\$11,175.65	\$115.00	\$11,615.00
31	2504.602/00010	CONNECT TO EXISTING WATER MAIN	EACH	6	\$1,548.65	\$9,291.90	\$850.00	\$5,100.00
31	2504.602/00806	6" GATE VALVE & BOX	EACH	1	\$2,212.35	\$2,212.35	\$2,000.00	\$2,000.00
31	2575.523/00020	RAPID STABILIZATION METHOD 3	MGAL	1	\$221.25	\$221.25	\$230.00	\$230.00
32	2411.603/00100	INSTALL RETAINING WALL	L F	20	\$33.20	\$664.00	\$50.00	\$1,000.00
32	2504.602/00014	CONNECT TO EXISTING WATER SERVICE	EACH	8	\$221.25	\$1,770.00	\$250.00	\$2,000.00
32	2504.602/03008	ADJUST CURB BOX	EACH	3	\$276.55	\$829.65	\$325.00	\$975.00
32	2582.518/06000	CROSSWALK MULTI COMP	S F	280	\$4.45	\$1,246.00	\$4.60	\$1,288.00
33	2411.607/04100	CONCRETE STEPS	C Y	3	\$1,106.15	\$3,318.45	\$1,150.00	\$3,450.00
33	2504.602/00020	HYDRANT	EACH	1	\$4,977.80	\$4,977.80	\$4,600.00	\$4,600.00
33	2504.603/01062	6" WATERMAIN DUCTILE IRON CL 52	L F	18	\$60.85	\$1,095.30	\$56.00	\$1,008.00
34	2503.503/19123	12" RC PIPE SEWER DES 3006 CL III	L F	698	\$55.30	\$38,599.40	\$66.00	\$46,068.00
34	2504.602/00410	1" CORPORATION STOP	EACH	5	\$387.15	\$1,935.75	\$350.00	\$1,750.00
34	2504.608/00020	DUCTILE IRON FITTINGS	LB	156	\$9.95	\$1,552.20	\$8.50	\$1,326.00
35	2503.604/00004	4" INSULATION	S Y	50	\$44.25	\$2,212.50	\$42.00	\$2,100.00
35	2504.602/00415	1.5" CORPORATION STOP	EACH	1	\$608.40	\$608.40	\$750.00	\$750.00
35	2506.502/00072	CONST DRAINAGE STRUCTURE DESIGN G OR H	EACH	1	\$1,880.50	\$1,880.50	\$2,000.00	\$2,000.00
36	2504.601/00040	TEMPORARY WATER SERVICE	LS	0.5	\$22,123.55	\$11,061.78	\$30,000.00	\$15,000.00
36	2504.602/00420	2" CORPORATION STOP	EACH	2	\$774.35	\$1,548.70	\$900.00	\$1,800.00
36	2506.502/02420	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	1	\$2,765.45	\$2,765.45	\$2,750.00	\$2,750.00
37	2504.602/00010	CONNECT TO EXISTING WATER MAIN	EACH	7	\$1,548.65	\$10,840.55	\$850.00	\$5,950.00
37	2504.602/00806	6" GATE VALVE & BOX	EACH	10	\$2,212.35	\$22,123.50	\$2,000.00	\$20,000.00
37	2506.502/06000	CASTING ASSEMBLY	EACH	3	\$1,106.20	\$3,318.60	\$1,100.00	\$3,300.00
38	2504.602/00014	CONNECT TO EXISTING WATER SERVICE	EACH	25	\$221.25	\$5,531.25	\$250.00	\$6,250.00
38	2504.602/03008	ADJUST CURB BOX	EACH	1	\$276.55	\$276.55	\$325.00	\$325.00
38	2506.602/061501	PLUG DRAINAGE STRUCTURE	EACH	1	\$663.75	\$663.75	\$500.00	\$500.00
39	2504.602/00020	HYDRANT	EACH	1	\$4,977.80	\$4,977.80	\$4,600.00	\$4,600.00
39	2504.602/03100	1" CURB STOP & BOX	EACH	5	\$442.50	\$2,212.50	\$525.00	\$2,625.00
39	2506.602/06200	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	\$553.10	\$553.10	\$1,200.00	\$1,200.00
40	2504.602/00410	1" CORPORATION STOP	EACH	24	\$387.15	\$9,291.60	\$350.00	\$8,400.00
40	2504.602/03150	1.5" CURB STOP & BOX	EACH	1	\$719.00	\$719.00	\$850.00	\$850.00
40	2511.602/00101	PLACE BOULDER	EACH	32	\$11.55	\$369.60	\$60.00	\$1,920.00
41	2504.602/00806	6" GATE VALVE & BOX	EACH	9	\$2,212.35	\$19,911.15	\$2,000.00	\$18,000.00
41	2504.602/03200	2" CURB STOP & BOX	EACH	2	\$995.55	\$1,991.10	\$1,020.00	\$2,040.00
41	2521.518/00040	4" CONCRETE WALK	S F	57	\$6.45	\$367.65	\$6.50	\$370.50
42	2504.602/03008	ADJUST CURB BOX	EACH	1	\$276.55	\$276.55	\$325.00	\$325.00
42	2504.603/00710	1" TYPE K COPPER PIPE	L F	149	\$33.20	\$4,946.80	\$30.00	\$4,470.00
42	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	2,005	\$19.85	\$39,799.25	\$20.50	\$41,102.50
43	2504.602/03100	1" CURB STOP & BOX	EACH	28	\$442.45	\$12,388.60	\$525.00	\$14,700.00
43	2504.603/00715	1.5" TYPE K COPPER PIPE	L F	45	\$55.30	\$2,488.50	\$35.00	\$1,575.00
43	2531.504/00070	7" CONCRETE DRIVEWAY PAVEMENT	S Y	72	\$73.00	\$5,256.00	\$76.00	\$5,472.00
44	2504.603/00710	1" TYPE K COPPER PIPE	L F	969	\$33.20	\$32,170.80	\$30.00	\$29,070.00
44	2504.603/00720	2" TYPE K COPPER PIPE	L F	100	\$77.45	\$7,745.00	\$52.00	\$5,200.00
44	2531.604/00208	8" CONCRETE VALLEY GUTTER	S Y	205	\$105.10	\$21,545.50	\$109.00	\$22,345.00

45	2504.603/01062	6" WATERMAIN DUCTILE IRON CL 52	L F	1,008	\$60.85	\$61,336.80	\$56.00	\$56,448.00
45	2504.603/01062	6" WATERMAIN DUCTILE IRON CL 52	L F	1,217	\$60.85	\$74,054.45	\$56.00	\$68,152.00
45	2540.602/00155	RELOCATE MAIL BOX SUPPORT	EACH	2	\$66.35	\$132.70	\$200.00	\$400.00
46	2504.608/00020	DUCTILE IRON FITTINGS	LB	752	\$9.95	\$7,482.40	\$8.50	\$6,392.00
46	2504.608/00020	DUCTILE IRON FITTINGS	LB	1,262	\$9.95	\$12,556.90	\$8.50	\$10,727.00
46	2540.603/00010	METAL RAILING	L F	12	\$276.55	\$3,318.60	\$300.00	\$3,600.00
47	2506.502/00072	CONST DRAINAGE STRUCTURE DESIGN G OR H	EACH	2	\$1,880.50	\$3,761.00	\$2,000.00	\$4,000.00
47	2506.502/06000	CASTING ASSEMBLY	EACH	5	\$995.55	\$4,977.75	\$1,100.00	\$5,500.00
47	2540.603/00330	LANDSCAPE EDGER	L F	250	\$5.55	\$1,387.50	\$6.00	\$1,500.00
48	2506.502/02420	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	3	\$2,765.45	\$8,296.35	\$2,750.00	\$8,250.00
48	2506.602/06420	SEAL DRAINAGE STRUCTURE	EACH	5	\$442.50	\$2,212.50	\$900.00	\$4,500.00
48	2557.603/11056	INSTALL WOOD RAIL FENCE	L F	10	\$27.65	\$276.50	\$18.00	\$180.00
49	2506.502/03020	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	1	\$4,442.75	\$4,442.75	\$4,400.00	\$4,400.00
49	2506.602/06430	CASTING ASSEMBLY SPECIAL	EACH	1	\$1,106.20	\$1,106.20	\$450.00	\$450.00
49	2563.601/00010	TRAFFIC CONTROL	LS	0.18	\$10,508.70	\$1,891.57	\$16,500.00	\$2,970.00
50	2506.502/06000	CASTING ASSEMBLY	EACH	9	\$1,106.20	\$9,955.80	\$1,100.00	\$9,900.00
50	2511.602/00101	PLACE BOULDER	EACH	10	\$28.90	\$289.00	\$60.00	\$600.00
50	2571.524/12200	DECIDUOUS TREE 2" CAL B&B	TREE	9	\$1,211.25	\$10,901.25	\$1,260.00	\$11,340.00
51	2506.602/06210	CONNECT INTO EXISTING STORM SEWER	EACH	1	\$553.10	\$553.10	\$900.00	\$900.00
51	2521.518/00040	4" CONCRETE WALK	S F	259	\$6.45	\$1,670.55	\$6.50	\$1,683.50
51	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	0.18	\$9,649.35	\$1,736.88	\$6,000.00	\$1,080.00
52	2506.602/06420	SEAL DRAINAGE STRUCTURE	EACH	7	\$442.45	\$3,097.15	\$900.00	\$6,300.00
52	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	2,608	\$19.85	\$51,768.80	\$20.50	\$53,464.00
52	2573.501/00030	EROSION CONTROL SUPERVISOR	LS	0.18	\$723.70	\$130.27	\$2,500.00	\$450.00
53	2506.602/06470	CONCRETE COLLAR	EACH	1	\$663.70	\$663.70	\$550.00	\$550.00
53	2531.503/02320	CONCRETE CURB & GUTTER DESIGN B624	L F	58	\$31.00	\$1,798.00	\$32.00	\$1,856.00
53	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	7	\$138.25	\$967.75	\$250.00	\$1,750.00
54	2521.518/00040	4" CONCRETE WALK	S F	5,031	\$6.45	\$32,449.95	\$6.50	\$32,701.50
54	2531.504/00070	7" CONCRETE DRIVEWAY PAVEMENT	S Y	327	\$73.00	\$23,871.00	\$76.00	\$24,852.00
54	2573.503/00060	SEDIMENT CONTROL LOG TYPE STRAW	L F	100	\$5.55	\$555.00	\$6.00	\$600.00
55	2521.518/00060	6" CONCRETE WALK	S F	1,604	\$10.90	\$17,483.60	\$11.00	\$17,644.00
55	2531.604/00208	8" CONCRETE VALLEY GUTTER	S Y	88	\$105.10	\$9,248.80	\$109.00	\$9,592.00
55	2574.507/001001111	COMMON TOPSOIL BORROW (LV)	C Y	230	\$42.85	\$9,855.50	\$32.00	\$7,360.00
56	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	3,685	\$19.85	\$73,147.25	\$20.50	\$75,542.50
56	2531.618/00010	TRUNCATED DOMES	S F	12	\$49.75	\$597.00	\$52.00	\$624.00
56	2575.501/00020	TURF ESTABLISHMENT	LS	0.18	\$33,461.85	\$6,023.13	\$35,000.00	\$6,300.00
57	2531.503/02320	CONCRETE CURB & GUTTER DESIGN B624	L F	206	\$30.95	\$6,375.70	\$32.00	\$6,592.00
57	2540.603/00330	LANDSCAPE EDGER	L F	40	\$5.55	\$222.00	\$6.00	\$240.00
57	2575.523/00020	RAPID STABILIZATION METHOD 3	MGAL	3	\$221.25	\$663.75	\$230.00	\$690.00
58	2531.504/00070	7" CONCRETE DRIVEWAY PAVEMENT	S Y	399	\$73.00	\$29,127.00	\$76.00	\$30,324.00
58	2557.603/11056	INSTALL WOOD RAIL FENCE	L F	20	\$27.65	\$553.00	\$18.00	\$360.00
58	2575.604/00170	MULCH MATERIAL TYPE SPECIAL	S Y	40	\$10.50	\$420.00	\$11.00	\$440.00
59	2531.604/00208	8" CONCRETE VALLEY GUTTER	S Y	36	\$105.10	\$3,783.60	\$109.00	\$3,924.00
59	2563.601/00010	TRAFFIC CONTROL	LS	0.28	\$10,508.70	\$2,942.44	\$16,500.00	\$4,620.00
59	2575.607/00120	LANDSCAPE ROCK	C Y	10	\$120.65	\$1,206.50	\$150.00	\$1,500.00
60	2531.618/00010	TRUNCATED DOMES	S F	204	\$49.80	\$10,159.20	\$52.00	\$10,608.00
60	2563.602/00002	RAISED PAVEMENT MARKER TEMPORARY	EACH	35	\$1.10	\$38.50	\$5.00	\$175.00
61	2540.602/00155	RELOCATE MAIL BOX SUPPORT	EACH	1	\$66.35	\$66.35	\$200.00	\$200.00
61	2571.524/12200	DECIDUOUS TREE 2" CAL B&B	TREE	8	\$1,211.25	\$9,690.00	\$1,260.00	\$10,080.00
62	2540.603/00010	METAL RAILING	L F	12	\$276.55	\$3,318.60	\$300.00	\$3,600.00
62	2572.602/00015	TREE PRUNING	EACH	1	\$221.25	\$221.25	\$300.00	\$300.00
63	2557.603/11056	INSTALL WOOD RAIL FENCE	L F	48	\$27.65	\$1,327.20	\$18.00	\$864.00
63	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	0.28	\$9,649.35	\$2,701.82	\$6,000.00	\$1,680.00
64	2563.601/00010	TRAFFIC CONTROL	LS	0.46	\$10,508.65	\$4,833.98	\$16,500.00	\$7,590.00
64	2573.501/00030	EROSION CONTROL SUPERVISOR	LS	0.28	\$723.70	\$202.64	\$2,500.00	\$700.00
65	2563.602/00002	RAISED PAVEMENT MARKER TEMPORARY	EACH	67	\$1.10	\$73.70	\$5.00	\$335.00
65	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	6	\$138.30	\$829.80	\$250.00	\$1,500.00
66	2571.524/05080	CONIFEROUS TREE 8' HT B&B	TREE	2	\$879.40	\$1,758.80	\$925.00	\$1,850.00
66	2573.503/00060	SEDIMENT CONTROL LOG TYPE STRAW	L F	100	\$5.55	\$555.00	\$6.00	\$600.00
67	2571.524/12200	DECIDUOUS TREE 2" CAL B&B	TREE	31	\$1,211.25	\$37,548.75	\$1,260.00	\$39,060.00
67	2574.507/001001111	COMMON TOPSOIL BORROW (LV)	C Y	218	\$36.70	\$8,000.60	\$32.00	\$6,976.00
68	2572.602/00015	TREE PRUNING	EACH	1	\$221.25	\$221.25	\$300.00	\$300.00
68	2575.501/00020	TURF ESTABLISHMENT	LS	0.28	\$33,461.85	\$9,369.32	\$35,000.00	\$9,800.00
69	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	0.46	\$9,649.35	\$4,438.70	\$6,000.00	\$2,760.00
69	2575.523/00020	RAPID STABILIZATION METHOD 3	MGAL	2	\$221.25	\$442.50	\$230.00	\$460.00
70	2573.501/00030	EROSION CONTROL SUPERVISOR	LS	0.46	\$723.70	\$332.90	\$2,500.00	\$1,150.00
70	2575.604/00170	MULCH MATERIAL TYPE SPECIAL	S Y	100	\$10.50	\$1,050.00	\$11.00	\$1,100.00
71	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	9	\$138.25	\$1,244.25	\$250.00	\$2,250.00
71	2575.607/00120	LANDSCAPE ROCK	C Y	2	\$120.60	\$241.20	\$150.00	\$300.00
72	2573.503/00060	SEDIMENT CONTROL LOG TYPE STRAW	L F	100	\$5.55	\$555.00	\$6.00	\$600.00
72	2582.503/30204	4" BROKEN LINE MULTI COMP	L F	200	\$0.85	\$170.00	\$0.85	\$170.00
73	2574.507/001001111	COMMON TOPSOIL BORROW (LV)	C Y	516	\$36.85	\$19,014.60	\$32.00	\$16,512.00
73	2582.503/30404	4" DBLE SOLID LINE MULTI COMP	L F	260	\$1.65	\$429.00	\$2.00	\$520.00
74	2575.501/00020	TURF ESTABLISHMENT	LS	0.46	\$33,461.85	\$15,392.45	\$35,000.00	\$16,100.00
74	2582.518/02000	PAVT MSSG MULTI COMP	S F	30	\$9.05	\$271.50	\$10.00	\$300.00
75	2575.523/00020	RAPID STABILIZATION METHOD 3	MGAL	4	\$221.25	\$885.00	\$230.00	\$920.00
75	2582.518/06000	CROSSWALK MULTI COMP	S F	180	\$4.45	\$801.00	\$4.60	\$828.00
76	2582.503/30204	4" BROKEN LINE MULTI COMP	L F	400	\$0.85	\$340.00	\$0.85	\$340.00
77	2582.518/06000	CROSSWALK MULTI COMP	S F	1,062	\$4.45	\$4,725.90	\$4.60	\$4,885.20

Total: \$1,950,724.87

Total: \$2,056,822.10

SAP 108-139-001 B STREET RECONSTRUCTION, SAP 108-141-001 NE 5TH AVENUE RECONSTRUCTION, SAP 108-134-003 GILLIS AVENUE SIDEWALK, SAP 108-118-003 NE 4TH AVENUE RECONSTRUCTION, AND IMP. 19-16 B, C AND D STREET RECONSTRUCTIONS						NE 4TH AVENUE SIDEWALK SAP 108-118-003 / IMP. NO. 19-21						GILLIS AVENUE SIDEWALK SAP 108-134-003 / IMP. NO. 19-20						B STREET SAP 108-139-001 / IMP. NO. 13-21						NE 5TH AVENUE SAP 108-141-001 / IMP. NO. 19-09						CITY IMP. 19-16					
ENGINEER'S ESTIMATE						ROADWAY		STORM SEWER		CITY FUNDS		ROADWAY		STORM SEWER		CITY FUNDS		ROADWAY		STORM SEWER		CITY FUNDS		ROADWAY		STORM SEWER		CITY FUNDS		B STREET		C STREET		D STREET	
Item No.	Spec. No.	Description	Unit	Quantity	Unit Price	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	
1	2021.501	MOBILIZATION	LUMP SUM	1.00		\$ 50,000.00					0.04	\$ 2,000.00					0.30	\$ 15,000.00			0.12	\$ 6,000.00	0.18	\$ 9,000.00			0.07	\$ 3,500.00	0.06	\$ 3,000.00	0.05	\$ 2,500.00			
2	2101.524	CLEARING	TREE	28.00	\$ 200.00	\$ 5,600.00					2	\$ 400.00					18	\$ 3,600.00					3	\$ 600.00								\$ -			
3	2101.524	GRUBBING	TREE	29.00	\$ 200.00	\$ 5,800.00					2	\$ 400.00					18	\$ 3,600.00					3	\$ 600.00								\$ -			
4	2104.502	REMOVE SHRUB	EACH	3.00	\$ 150.00	\$ 450.00																	3	\$ 450.00								\$ -			
5	2104.502	REMOVE BOLLARDS	EACH	1.00	\$ 500.00	\$ 500.00																	1	\$ 500.00								\$ -			
6	2104.502	REMOVE CONCRETE STEPS	EACH	15.00	\$ 200.00	\$ 3,000.00											8	\$ 1,600.00					2	\$ 400.00						5.00	\$ 1,000.00				
7	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	5.00	\$ 800.00	\$ 4,000.00													4	\$ 3,200.00								1.00	\$ 800.00			\$ -			
8	2104.502	REMOVE CASTING	EACH	17.00	\$ 350.00	\$ 5,950.00													2	\$ 700.00			7	\$ 2,450.00			2.00	\$ 700.00				\$ -			
9	2104.502	SALVAGE BOULDER	EACH	42.00	\$ 100.00	\$ 4,200.00																	10	\$ 1,000.00			32.00	\$ 3,200.00				\$ -			
10	2104.502	REMOVE GATE VALVE AND BOX	EACH	8.00	\$ 500.00	\$ 4,000.00																	4	\$ 2,000.00								\$ -			
11	2104.502	REMOVE CURB STOP AND BOX	EACH	35.00	\$ 250.00	\$ 8,750.00																	27	\$ 6,750.00								\$ -			
12	2104.502	SALVAGE HYDRANT	EACH	4.00	\$ 1,000.00	\$ 4,000.00																	2	\$ 2,000.00					1	\$ 1,000.00		\$ -			
13	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	644.00	\$ 6.00	\$ 3,864.00					85	\$ 510.00					281	\$ 1,686.00					204	\$ 1,224.00								\$ -			
14	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	2255.00	\$ 4.00	\$ 9,020.00					270	\$ 1,080.00					473	\$ 1,892.00					556	\$ 2,224.00								\$ -			
15	2104.503	REMOVE WATERMAIN	LIN FT	2338.00	\$ 12.00	\$ 28,056.00																										\$ -			
16	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	192.00	\$ 20.00	\$ 3,840.00																										\$ -			
17	2104.503	REMOVE CURB AND GUTTER	LIN FT	8445.00	\$ 2.50	\$ 21,112.50					222	\$ 555.00					3873	\$ 9,682.50					2523	\$ 6,307.50								\$ -			
18	2104.503	REMOVE HANDRAIL	LIN FT	24.00	\$ 20.00	\$ 480.00											12	\$ 240.00														\$ -			
19	2104.503	REMOVE CONCRETE RETAINING WALL	LIN FT	101.00	\$ 5.00	\$ 505.00											101	\$ 505.00														\$ -			
20	2104.503	SALVAGE WOOD RAIL FENCE	LIN FT	78.00	\$ 20.00	\$ 1,560.00											48	\$ 960.00					20	\$ 400.00					10.00	\$ 200.00		\$ -			
21	2104.503	SALVAGE RETAINING WALL (WOOD TIMBER)	LIN FT	20.00	\$ 50.00	\$ 1,000.00											20	\$ 1,000.00									0.00	\$ -				\$ -			
22	2104.503	REMOVE WATER SERVICE PIPE	LIN FT	1242.00	\$ 7.50	\$ 9,315.00																	844	\$ 6,330.00					155	\$ 1,162.50	243.00	\$ 1,822.50		\$ -	
23	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	638.00	\$ 5.00	\$ 3,190.00					16	\$ 80.00					213	\$ 1,065.00					260	\$ 1,300.00					0.00	\$ -	50.00	\$ 250.00		\$ -	
24	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1251.00	\$ 5.00	\$ 6,255.00					118	\$ 590.00					137	\$ 685.00					462	\$ 2,310.00					270.00	\$ 1,350.00	156.00	\$ 780.00	33.00	\$ 165.00	
25	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	17841.00	\$ 2.75	\$ 49,062.75					33	\$ 90.75					489	\$ 1,344.75					5022	\$ 13,810.50					1347.00	\$ 3,704.25	1489.00	\$ 4,094.75	1582.00	\$ 4,350.50	
26	2104.504	REMOVE VALLEY GUTTER	SQ YD	71.00	\$ 10.00	\$ 710.00					35	\$ 350.00					36	\$ 360.00															\$ -		
27	2104.518	REMOVE LANDSCAPE ROCK	SQ FT	829.00	\$ 3.50	\$ 2,901.50																											\$ -		
28	2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	6707.00	\$ 2.50	\$ 16,767.50					470	\$ 1,175.00					4908	\$ 12,270.00					270	\$ 675.00									\$ -		
29	2105.507	SELECT GRANULAR BORROW (LV)	CU YD	167.00	\$ 30.00	\$ 5,010.00					65	\$ 1,950.00					56	\$ 1,680.00															\$ -		
30	2105.507	COMMON EXCAVATION (P)	CU YD	8389.00	\$ 12.00	\$ 100,668.00					183	\$ 2,196.00					3500	\$ 42,000.00															\$ -		
31	2105.507	STABILIZING AGGREGATE	CU YD	330.00	\$ 50.00	\$ 16,500.00					25	\$ 1,250.00					100	\$ 5,000.00															\$ -		
32	2105.604	GEOTEXTILE FABRIC TYPE 5	SQ YD	230.00	\$ 10.00	\$ 2,300.00																											\$ -		
33	2130.523	WATER	MGAL	195.00	\$ 50.00	\$ 9,750.00											75	\$ 3,750.00															\$ -		
34	2211.509	AGGREGATE BASE CLASS 5	TON	5455.00	\$ 18.00	\$ 98,190.00					31	\$ 558.00					2324	\$ 41,832.00															\$ -		
35	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	4374.00	\$ 70.00	\$ 306,180.00					110	\$ 7,700.00					1814	\$ 126,980.00															\$ -		
36	2411.603	CONCRETE RETAINING WALL	LIN FT	101.00	\$ 75.00	\$ 7,575.00											101	\$ 7,575.00															\$ -		
37	2411.603	INSTALL RETAINING WALL (WOOD TIMBER)	LIN FT	20.00	\$ 50.00	\$ 1,000.00											20	\$ 1,000.00															\$ -		
38	2411.607	CONCRETE STEPS	CU YD	6.00	\$ 500.00	\$ 3,000.00											3	\$ 1,500.00					1	\$ 500.00									\$ -		
39	2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS III (STORM)	LIN FT	740.00	\$ 75.00	\$ 55,500.00																											\$ -		
40	2503.604	4" INSULATION	SQ YD	50.00	\$ 10.00	\$ 500.00																											\$ -		
41	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1.00	\$ 15,000.00	\$ 15,000.00																	50	\$ 500.00									\$ -		
42	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	15.00	\$ 2,000.00	\$ 30,000.00																	1	\$ 7,500.00									\$ -		
43	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	33.00	\$ 500.00	\$ 16,500.00																	7	\$ 14,000.00									\$ -		
44	2504.602	HYDRANT	EACH	3.00	\$ 5,000.00	\$ 15,000.00																	25	\$ 12,500.00									\$ -		
45	2504.602	ADJUST VALVE BOX-WATER	EACH	3.00	\$ 1,500.00	\$ 4,500.00																	1	\$ 5,000.00									\$ -		
46	2504.602	1" CORPORATION STOP	EACH	29.00	\$ 500.00	\$ 14,500.00																											\$ -		
47	2504.602	1.5" CORPORATION STOP	EACH	1.00	\$ 1,500.00	\$ 1,500.00																	24	\$ 12,000.00									\$ -		
48	2504.602	2" CORPORATION STOP	EACH	2.00	\$ 2,000.00	\$ 4,000.00																											\$ -		
49	2504.602	6" GATE VALVE AND BOX	EACH	20.00	\$ 2,000.00	\$ 40,000.00																	9	\$ 18,000.00									\$ -		
50	2504.602	ADJUST CURB BOX	EACH	15.00	\$ 500.00	\$ 7,500.00																	1	\$ 500.00									\$ -		
51	2504.602	1" CURB STOP AND BOX	EACH	33.00	\$ 500.00	\$ 16,500.00																	5	\$ 2,500.00									\$ -		
52	2504.602	1.5" CURB STOP AND BOX	EACH	1.00	\$ 1,500.00	\$ 1,500.00																	28	\$ 14,000.00									\$ -		
53	2504.602	2" CURB STOP AND BOX	EACH	2.00	\$ 2,000.00	\$ 4,000.00																											\$ -		
54	2504.603	1" TYPE K COPPER PIPE	LIN FT	1118.00	\$ 45.00	\$ 50,310.00					4	\$ 2,000.00																						\$ -	
55	2504.603	1.5" TYPE K COPPER PIPE	LIN FT	45.00	\$ 75.00	\$ 3,375.00																											\$ -		
56	2504.603	2" TYPE K COPPER PIPE	LIN FT	100.00	\$ 100.00	\$ 10,000.00																													

RESOLUTION
NO _____

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the improvements of the following described improvements:

IMPROVEMENTS 13-21, 19-09, 19-16, 19-20, AND 19-21

Street Reconstruction

B Street from Gillis Avenue to 5th Avenue NE (13-21)

5th Avenue NE from Washington Street to D Street NE (19-09)

B, C, and D Streets NE from 5th Avenue NE to East Brainerd Mall property line (19-16)

Sidewalk Construction

Gillis Avenue – Washington Street to B Street NE (19-20)

4th Avenue NE – Washington Street to C Street NE (19-21)

Bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement:

<u>NAME OF BIDDER</u>	<u>AMOUNT OF BID</u>
Anderson Brothers Construction of Brainerd, LLC	\$1,950,724.87
J.R. Ferche, Incorporated	\$2,056,822.10

AND WHEREAS, Anderson Brothers Construction of Brainerd, Minnesota, LLC is the lowest responsible bidder; and

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

1. The Mayor and the City Administrator are hereby authorized and directed to enter into a contract with Anderson Brothers Construction of Brainerd, Minnesota, LLC for the amount of its said bid in the name of the City of Brainerd for the improvements above described according to the plans and specifications therefore approved by the City Council and of record in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this _____ day of _____, 2020

GABE JOHNSON
President of the Council

Approved this _____ day of _____, 2020

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator