CITY COUNCIL AGENDA

Brainerd, Minnesota
June 15, 2020
7:30 P.M.
WebEx Teleconference Meeting
Call Toll-Free: 844-992-4726
Access Code: 146 295 9142

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 June 1, 2020

      Documents:

      20200601_CC draft.pdf

   B. **Approval Of Licenses**
      Contractor Licenses - 4
      Bulk Plant License - 1
      Growler License - 1
      Filling Station License - 8
      Off-Sale Beer License - 3
      Taproom/Distillery License - 2
      On-Sale Wine/Beer License - 1
      On-Sale Liquor License - 8
      Club On-Sale Licenses - 3
      Off-Sale Liquor License - 4

      Contingent Upon Inspection/Fire Department
      On-Sale Liquor Licenses - 6

Off-Sale Beer Licenses - 1
Club On-Sale License - 1
Off-Sale Liquor License - 1

Documents:

CONTRACTOR LICENSE REPORT - 2020-06-11.pdf
2020-2021 Renewal List for Council.pdf

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

Documents:

Police Chief Report.pdf

D. **Extension Of Premises - Submitted By Shep's On Sixth For An Event To Be Held On August 28-29, 2020, At 315 S. 6th St., Brainerd - Approval Of**

Documents:

Sheps Ext of Premises.pdf

E. **Event Application - Produce Pop-Up Pantry**

Documents:

Event Application - Produce Pop-Up Pantry.pdf

F. **Ratification Of Hiring - Seasonal/Temporary Employees**

Documents:

Ratification of Hiring.pdf

5. **Dangerous Dog Hearing Determination**

Documents:

Dangerous Dog.pdf

6. **Presentations**

A. **Brainerd Lakes Area Economic Development Corporation (BLAEDC) Presentation - Tyler Glynn**

7. **Council Committee Reports**

A. **Personnel And Finance Committee - 6:45 P.M.**
WebEx Teleconference Meeting Information

- Call Toll Free - 844-992-4726
- Access Code - 146 746 1427

Documents:

20200615_PF.pdf

1. Approval Of Bills
2. Custodial Services Proposals For City Hall, Police Department, Fire Department, And Streets Garage

   Documents:

   Custodial Services RFP.pdf

3. Request For Additional Small Business Relief Grant Funds

   Documents:

   Request for SBRG Funds.pdf

4. Update On Marketing Campaign

   Documents:

   Update Marketing Campaign.pdf

5. Police Officer Hiring

   Documents:

   Police Officer Hiring.pdf

6. Long Term Disability RFP Process

   Documents:

   Long-Term Disability RFP.pdf

7. Consideration To Finalize Liquor License Fees For 7/1/2020 Renewal

   Documents:

   Liquor License Fees.pdf

8. The Skillet Restaurant Liquor License From 7/1/2019-6/30/2020

Documents:

Skillet Liquor License 2019 Renewal.pdf

B. **Safety And Public Works Committee - 7:15 P.M.**
WebEx Teleconference Meeting Information

- Call Toll Free - 844-992-4726
- Access Code - 146 163 5362

Documents:

20200615_SPW.pdf

1. Improvement 20-01 - 2020 Seal Coat Project Bids

Documents:

IMP 20-01.pdf

2. Improvements 16-09 And 19-07 - 2019 Buffalo Hills Lane And Mississippi Drive Reconstruction Projects - Change Order 3

Documents:

IMP 16-09 19-07.pdf

3. Resolution - Improvement 19-01 - NW 4th Street Reconstruction - Cooperative Construction Agreement

Documents:

RES Imp 19-01.pdf

8. **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

B. **Temporary Extensions Of Premises Update**

Documents:

Temporary Extension of Premises Update.pdf

9. **New Business**

A. **Resolution - Designating Polling Locations For 2020 Election**

Documents:

RES - Polling Locations.pdf

10. **Public Forum**

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

11. **Staff Reports**

(Verbal: Any Updates since Packet)

A. **City Administrator Report/Update**

Documents:

CA Report.pdf

12. **Council Member Reports**

13. **Adjourn To Closed Session Pursuant To MN Statutes 13D.05, Subd. 3 (A), To Conduct The City Administrator Performance Review**

Personnel & Finance Committee will meet at 7:00 PM via WebEx Teleconference
Call Toll-Free: 844-992-4726
Access Code: 963 054 610
Safety & Public Works Committee will meet at 7:15 PM via WebEx Teleconference
Call Toll-Free: 844-992-4726
Access Code: 146 163 5362

Visit the City's Website (ci.brainerd.mn.us)

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

Brainerd, MN
June 1, 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, W. Erickson, 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.

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

Upon roll call, members T. Erickson, Lambert, Stunek, Pritschet, Bevans, 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 APPROVE THE CONSENT CALENDAR.

A. Approval of the Minutes of the Regular Meeting held on May 18, 2020 and the Special Meeting held on May 27, 2020 - Approved

B. Approval of Licenses - Approved

Contractor Licenses – 11

C. Department Activity Reports - Approved

1. Fire Chief
2. Parks Director

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

Community Member of the Month

Mayor Badeaux announced that Mr. Brandon Tuil was nominated as Community Member of the Month for June by the Parks Department. He said Mr. Tuil, his young son and a friend took it upon themselves to clean trash on Buffalo Hills Trail and called in to make sure the garbage company would be picking up trash the next day. Mayor Badeaux indicated these are the types of awards we enjoy giving out; to residents who care about the community and the Council thanked him for doing so.

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, Bevans, W. Erickson and Johnson voted “aye”. No member voted “nay”. The Chair declared the motion carried.

Police Officer Resignation - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND T. ERICKSON TO ACCEPT WITH REGRET THE RESIGNATION OF OFFICER DALTON LANGER, EFFECTIVE MAY 14, 2020.

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

Authorize Sale of Retired Police Squad Car - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK TO AUTHORIZE THE SALE OF RETIRED POLICE VEHICLE UNIT #424 UTILIZING CENTRAL MINNESOTA DEALER AUCTION.

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

Firehouse Subs Public Safety Foundation Grant Application - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND T. ERICKSON TO AUTHORIZE THE FIRE DEPARTMENT TO APPLY FOR A GRANT THROUGH THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION IN THE AMOUNT OF APPROXIMATELY $21,930.

Committee Chair Pritschet indicated there is no City match required for this grant and the funds will be used for new extrication equipment.

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

Consideration to Prorate Liquor License Fees - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK TO ACCEPT STAFF’S RECOMMENDATION TO CONTINUE TO WAIVE LIQUOR LICENSE FEES UNTIL THE BUSINESS OPENS AND APPROVE THE REDUCTION OF THE REMAINING MONTHS FOR THE JULY 1, 2020 – JUNE 30, 2021 RENEWAL PERIOD BY 50%.

Committee Chair Pritschet explained the Council voted in April to waive the liquor license fees for businesses from March through May. He said Crow Wing County has since decided to reduce their liquor license fees by 50% in which the City would be following suit. He indicated the recommendation is to continue to waive the fees until the business is open and to prorate the remaining months by 50%.

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

No Safety & Public Works Committee Report

Unfinished Business

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

Mayor Recommended: (terms to expire on 12/31 of said year)
Cable TV Advisory Committee – 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

Appoint Community Members to the R5CM Task Force - Approved

City Administrator Bergman explained five applications were received from residents located in surrounding areas, as there were no applications received from City of Brainerd residents. It was determined that each Council Member should vote for three of the five applications received, and the applicants with the most votes would be appointed. She conducted the following votes by each Council Member:

- T. Erickson – Askerooth-Olson, Dens, Riffle
- Lambert – Riffle, Gundlach, Dens
- Stunek – Askerooth-Olson, Dens, Riffle
- Pritschet - Askerooth-Olson, Dens, Riffle
- Bevans - Askerooth-Olson, Dens, Riffle
- W. Erickson - Askerooth-Olson, Dens, Riffle
- Johnson - Askerooth-Olson, Dens, Riffle

City Administrator Bergman tallied the votes and determined Cynthia Askerooth-Olson, Mandy Dens and Shane Riffle as appointed to the R5CM Task Force.

City Hall Fire Update - Approved

City Engineer Sandy gave a brief recap of the fire that took place on May 18, 2020 and an update to the progress of the repairs. He indicated Thelen Heating’s insurance agency would be taking full responsibility for the claim of the fire. He said during investigation, asbestos was found in other areas of the roof and this is an opportune time to take care of the problem. He explained the details of the findings and the recommended solution.

MOVED AND SECONDED BY ALDERMEN BEVANS AND STUNEK TO ACCEPT STAFF’S RECOMMENDATION AND APPROVE THE REMOVAL OF ALL ASBESTOS FROM THE ROOF DECKING OF THE CITY HALL ROOF NOT COVERED BY THE INSURANCE

CLAIM AND NOT TO EXCEED $12,000 TO BE PAID AS PART OF THE CITY HALL REMODEL PROJECT COST.

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

COVID-19 Update

City Administrator Bergman stated prior to the fire that occurred, it was the intention to return to work at City Hall and reopen facilities to the public. She indicated due to the ongoing repairs City Engineer Sandy reviewed, the recommendation is to continue with the Stay at Home Work Plan. She indicated Police Chief McQuiston clarified that his record management team is back to work at the Police Department.

City Engineer Sandy explained the council chambers remodel had to be temporarily halted to direct attention to the roof concerns. He said the June 15th meeting would be too soon to meet at City Hall, as the work continues in the chambers.

Final Reading and Public Hearing – Proposed Ordinance No. 1503 – An Ordinance Pertaining to a Petition of Annexation of Property PID 81170603 *(corrected PID)* - Approved

Community Development Director Chanski gave a brief explanation of the petition submitted by the property owner, Robert Marohn, to annex parcel 81170603 *(agenda request listed an incorrect parcel)* into the City of Brainerd.

The Chair directed IT Director Strong to unmute the call-in users and opened the public hearing at 8:04 p.m.

No one came forward.

The Chair closed the public hearing at 8:05 p.m.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO HOLD AND DISPENSE WITH THE FINAL READING OF PROPOSED ORDINANCE NO. 1503 – AN ORDINANCE PERTAINING TO THE ANNEXATION OF PROPERTY PARCEL 81170603.

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

ORDINANCE NO. 1503

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT ORDINANCE NO. 1503 – AN ORDINANCE PERTAINING TO THE ANNEXATION OF PROPERTY PARCEL 81170603 LOCATED IN OAK LAWN TOWNSHIP, CROW WING COUNTY, TO THE CITY OF BRAINERD PURSUANT TO MINNESOTA STATUTE 414.033.

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

Final Reading – Proposed Ordinance No. 1507 – An Ordinance Amending City Code Section 421 Uniform Fire Code - Approved

Fire Chief Holmes gave a brief explanation of the request to amend Section 421 pertaining to the Uniform Fire Code.

MOVED AND SECONDED BY ALDERMEN BEVANS AND STUNEK TO HOLD AND DISPENSE WITH THE FINAL READING OF PROPOSED ORDINANCE NO. 1507 – AN ORDINANCE AMENDING CITY CODE SECTION 421 UNIFORM FIRE CODE.

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND STUNEK TO ADOPT ORDINANCE NO. 1507 – AN ORDINANCE AMENDING CITY CODE SECTION 421 UNIFORM FIRE CODE.

ORDINANCE NO. 1507

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

Final Reading and Public Hearing – Proposed Ordinance No. 1508 – An Ordinance Amending Section 900 Animals - Approved

Finance Director Hillman explained the changes requested to the current ordinance.

The Chair directed IT Director Strong to unmute the call-in users and opened the public hearing at 8:09 p.m.

No one came forward.

The Chair closed the public hearing at 8:10 p.m.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO HOLD AND DISPENSE WITH THE FINAL READING OF PROPOSED ORDINANCE NO. 1508 – AN ORDINANCE AMENDING SECTION 900 ANIMALS.

Upon roll call, members T. Erickson, Lambert, Stunek, Pritschet, Bevans, 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 ADOPT ORDINANCE NO. 1508 – AN ORDINANCE AMENDING SECTION 900 ANIMALS.

ORDINANCE NO. 1508

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

Final Reading and Public Hearing – Proposed Ordinance No. 1509 – An Ordinance Amending City Code Section 515-37 Signs - Approved

Community Development Director Chanski reviewed the recommended changes regarding posting signs in the public right-of-way.

The Chair directed IT Director Strong to unmute the call-in users and opened the public hearing at 8:12 p.m.

No one came forward.

The Chair closed the public hearing at 8:13 p.m.

MOVED AND SECONDED BY ALDERMEN BEVANS AND W. ERICKSON TO HOLD ADN DISPENSE WITH THE FINAL READING OF PROPOSED ORDINANCE NO. 1509 – AN ORDINANCE AMENDING SECTION 515-37 SIGNS.

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND T. ERICKSON TO ADOPT ORDINANCE NO. 1509 – AN ORDINANCE AMENDING SECTION 515-37 SIGNS.

ORDINANCE NO. 1509

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

New Business

Resolution – Ordering Improvement and Authorizing Advertisement for Bids – Improvement 14-05 – Old Stonebridge Trail Surfacing Final Lift – Adopted by Resolution No. 26:20

City Engineer Sandy gave an update to improvement 14-05 and the recommendation to complete the final lift of pavement to Old Stonebridge Trail. He explained the developer that owns lots along Old Stonebridge Trail was told funds were put into escrow to pay for the improvements back in 2005. He indicated staff will research whether the money is in escrow but recommends proceeding with the public hearing to hear testimony for or against the improvements.

The Chair directed IT Director Strong to unmute the call-in users and opened the public hearing at 8:19 p.m.

No one came forward.

The Chair closed the public hearing at 8:20 p.m.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO ADOPT THE RESOLUTION ORDERING THE IMPROVEMENT, APPROVING PLANS AND SPECIFICATIONS, AND ORDERING ADVERTISEMENT FOR BIDS TO BE OPENED ON JUNE 26, 2020 AT 11:00 A.M. FOR IMPROVEMENT 14-05.

RESOLUTION NO. 26:20

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

Public Hearing Regarding a Proposed Property Tax Abatement – Adopted by Resolution No. 27:20

Finance Director Hillman stated Mr. Paul Steinman from Baker Tilly is available at the meeting tonight to answer any questions or concerns regarding the proposed tax abatement bonds.

Council Member Bevans indicated Mr. Ed Menk emailed the Council prior to the meeting with concerns regarding the bonding on this project. Mr. Menk is concerned that the state's revenue shortfall may reduce the City's LGA received in the future. Council Member Bevans stated there was some discussion from the Park Board regarding the purchase of the Memorial Park parking lot and the potential postponement of the project.

Mayor Badeaux, who is the Park Board liaison for the Council, stated there is a Park Board meeting scheduled for June 2nd at which time they will be voting on a potential firm for the project design based on the RFP's received. He said he did not believe it was an intent to postpone the project; it was just the need to take the time to do it correctly and efficiently. Park Director Sailer said he has not been informed of the Park Board requesting to postpone the project.

Mr. Paul Steinman indicated the entire bonding package may be moved out two weeks. He said then the bond proceeds would be received two weeks late. Finance Director Hillman would be more comfortable moving forward with the public hearing tonight.

Council discussion took place.

The Chair directed IT Director Strong to unmute the call-in users and opened the public hearing at 8:50 p.m.

No one came forward.

The Chair closed the public hearing at 8:50 p.m.

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ADOPT A RESOLUTION APPROVING PROPERTY TAX ABATEMENT RELATED TO INFRASTRUCTURE IMPROVEMENTS IN THE CITY OF BRAINERD.

RESOLUTION 27:20

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

Adoption of Resolution Providing for the Issuance and Sale of General Obligation Bonds, Series 2020A, In the Proposed Aggregate Principal Amount of $3,880,000 – Adopted by Resolution No. 28:20

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2020A, IN THE PROPOSED AGGREGATE PRINCIPAL AMOUNT OF $3,880,000.

RESOLUTION 28:20

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

Public Forum

The Chair directed IT Director Strong to unmute the call-in users and opened the public forum at 8:54 p.m.

No one came forward.

The Chair closed the public forum at 8:55 p.m.

Staff Reports

Community Development Director Chanski stated six applications were received for extension of premises permits due to COVID-19. He indicated staff is reviewing the applications received for the Small Business Relief Grant and will be brought to the EDA meeting on Thursday, June 4, 2020. He also requested the Council grant permission to resume Code Compliance proactive efforts on grass, junk, and debris.

Finance Director Hillman announced Tuesday, June 2, 2020 at 5:00 p.m. is the deadline to file for election.

Recreation Coordinator Kaufman gave a brief presentation of the new Parks Department Virtual Recreation page located on our City website.

Fire Chief Holmes announced the Incident Management Team was requested to assist in the civil unrest concerns in Minneapolis, in which he participated in Friday and Saturday last week. He stressed the importance of having a relationship with other agencies to be able to work together in critical situations. He thanked everyone for the support in allowing his participation and the Council thanked him for serving.

Council Member Reports

Mayor Badeaux indicated he will recommend the Park Board president make a presentation to the Council at a future meeting. He also announced he was invited to a vigil for George Floyd at Gregory Park on Saturday and thanked Reverend Leslie Moughty from First Congregational Church for reaching out to him and the message.

Council Member Lambert indicated several businesses have reached out to her in appreciation for what the City is doing to help them during the pandemic.

Council Member Bevans also attended the vigil on Saturday.

Council Member T. Erickson stated the Board of Directors at the Northland Arboretum have experienced some member shortages recently but are back to thirteen members.

Council Member W. Erickson stated he is happy to hear that churches will slowly be opening to the community and is excited for bars and restaurants being able to open for patio service.

Council Member Johnson stated the HRA has extended a job offer to fill the Executive Director position. He also explained at a previous meeting, the Council failed to make a determination regarding the dangerous dog hearing, and it will be on the June 15th meeting.

Adjourn

The Chair adjourned at 9:18 p.m.

_____
Jennifer Bergman
City Administrator

Contractor List

06/11/2020

Contractor Name	Address	Local License #	Licensee Type
ERIC'S EXCAVATING, INC. ERIC T JOHNSON	25557 E CLARK LAKE RD (218) 851-1136	2020-0006	Excavator
PERFORMANCE HEATING & A JAMES SHANKS	12653 COUNTY ROAD 18 SW (218) 829-5284	2020-0007	Mechanical
REID'S BACKHOE LLC REID MUSEUS	17698 STATE HIGHWAY 18 (218) 764-2827	2020-0005	Excavator
SCHMIDT ROOFING INC. JARROD SCHMIDT	3509 W HIGHWAY 13 (952) 888-4889	2020-0002	Residential Building

Totals: 4

Population: All Records

Licensee.DateRegistered Between 5/28/2020 12:00:00 AM AND 6/11/2020 12:00:00 AM

2020-2021 LICENSE RENEWALS
JUNE 15, 2020 COUNCIL MEETING

BULK PLANT LICENSE – 1 Renewal

Best Oil Company, LLC
1202 Madison Street
Brainerd, MN 56401

GROWLER LICENSE – 1 Renewal

Roundhouse Brewery
1551 Northern Pacific Road
Brainerd, MN 56401

FILLING STATION LICENSES – 8 Renewals

Mill Ave Holiday
1500 Mill Ave
Brainerd, MN 56401

Southside Express
701 Industrial Park Road SW
Brainerd, MN 56401

Holiday Stationstores, LLC.
424 South 6th Street
Brainerd, MN 56401

Speedway #4076 Northern Tier
1223 South 6th Street
Brainerd, MN 56401

Mid Town Depot
321 Washington Street
Brainerd, MN 56401

Speedway #4880 Eastside
421 NE Washington Street
Brainerd, MN 56401

Casey's General Store #3654
850 Lum Park Rd
Brainerd, MN 56401

Pine Square
3325 Oak Street
Brainerd, MN 56401

OFF SALE BEER – 3 Renewals

Brainerd Cub Foods – S&R Quisberg, Inc.
417 8th Ave NE
Brainerd, MN 56401

Speedway #4076 Northern Tier
1223 South 6th Street
Brainerd, MN 56401

Casey's General Store #3654
850 Lum Park Rd
Brainerd, MN 56401

TAPROOM LICENSE/DISTILLERY – 2 Renewal

Roundhouse Brewery
1551 Northern Pacific Road
Brainerd, MN 56401

BRAINERD DISTILLING COMPANY
25 Washington St NE
Brainerd MN 56401

ON SALE LIQUOR LICENSES – 8 Renewals

SE'z LLC
707 Laurel Street (Basement)
Brainerd, MN 56401

9th Street Social Club
212 S 9th Street
Brainerd, MN 56401

Shep's on 6th Inc.
315 S 6th Street
Brainerd, MN 56401

The Last Turn Saloon & Eatery **CLASS 2 RESTAURANT**
214-216 S 8th Street
Brainerd, MN 56401

Sage on Laurel CLASS 2 **RESTAURANT**
606 Laurel Street
Brainerd, MN 56401

612 Station LLC CLASS 2 RESTAURANT
612 Front Street
Brainerd, MN 56401

Yesterday's Gone
219 S 9th Street
Brainerd, MN 56401

Jack's House
300 Hwy 25 South
Brainerd, MN 56401

CLUB ON SALE LICENSES – 3 Renewals

American Legion #255
708 Front Street
Brainerd, MN 56401

VFW Post #1647
309 South 6th Street
Brainerd, MN 56401

Brainerd Eagles #287
124 Front Street
Brainerd, MN 56401

OFF SALE LIQUOR LICENSES – 4 Renewals

Silverstrand – Pine Square Liquor
3325 Oak Street
Brainerd, MN 56401

EVAS, Inc – Southside Express
701 Industrial Pk Rd SW
Brainerd, MN 56401

Mill Ave Liquor LLC
1424 Mill Ave NE
Brainerd, MN 56401

Coborn's - Cash Wise Liquor
513 B Street NE
Brainerd, MN 56401

BEER/WINE LICENSE – 1 Renewal

Slice on Oak
625 Oak Street
Brainerd, MN 56401

Contingent Upon Inspection by the Fire Department

ON SALE LIQUOR LICENSES – 6 Renewal

Pit Stop Bar
723 Laurel Street
Brainerd, MN 56401

O'Neary's Irish Pub
305 S 7th Street
Brainerd, MN 56401

Senor Patron Mexican Cuisine
314 S. 7th Street
Brainerd, MN 56401
CLASS 2 RESTAURANT

The Parlor
714 Laurel Street
Brainerd, MN 56401

The Skillet Restaurant
121-123 Washington St
Brainerd, MN 56401
CLASS 2 RESTAURANT

The Local 218
723 Mill Ave
Brainerd, MN 56401
CLASS 2 RESTAURANT

OFF SALE BEER LICENSES – 1 Renewal

Holiday Stationstores, LLC.
424 South 6th Street
Brainerd, MN 56401

CLUB ON SALE LICENSE – 1 Renewal

Brainerd Elks Lodge
215 South 9th Street
Brainerd, MN 56401

OFF SALE LIQUOR LICENSE – 1 Renewal

Cornerstone Liquor
817 Washington Street
Brainerd, MN 56401

BRAINERD POLICE DEPARTMENT
MEMORANDUM

TO: Brainerd City Council

FROM: Police Chief Corky McQuiston

DATE: 06-13-20

RE: Monthly Report

Supervisor Training for New Sergeants

Newly promoted Sergeants Derek Pallansch and Paul Rosier participated in the Minnesota Chiefs of Police Association Leadership Academy from May 19th to May 23rd. This is a 27 POST Credit training academy taught by seasoned Minnesota instructors with a wealth of experience in police leadership.

This academy is routinely held at Camp Ripley however with the current social distancing concerns during the pandemic event this academy was conducted via Zoom.

Derek and Paul utilized the Brainerd Fire Department Training Room to participate in the "virtual" leadership academy. Topics covered were:

- Leadership Today
- Team Building
- Social Media for Law Enforcement
- Managing the Media in 21st Century
- Ethical Considerations
- Do's & Don'ts for Community Relations
- Performance Appraisals & Employment Law
- Technology for Today's Supervisors
- Officer Involved Shootings—The Investigation & Supervisor's Role
- Use of Deadly Force
- Complaint Sorting, Handling, and Disciplinary Process
- Reflections on Leadership

Bears in Town

Most of you are probably aware of the frequent bear activity we've experienced in town during May. We posted the following link to the DNR regarding bear safety on our Facebook page:

https://www.dnr.state.mn.us/livingwith_wildlife/bears/homes.html

We had over 26,000 hits on this posting. The bears have been active in South and NE Brainerd, but probably the most photographed and followed group is the female and her three cubs that are ranging in the area of North & NW Brainerd that have been in the Brainerd Dispatch more than once.

One of the biggest messages from the DNR website that "bears" repeating is:

Once a bear finds food on your property, it will likely return for more. **Repeated access to food can teach bears to associate homes with a food source and erode the bear's natural instinct to avoid people.** *Removing the attractant is good for you and the bear.*

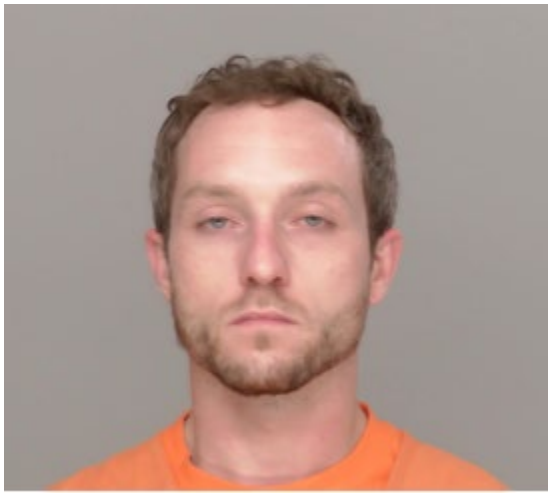
Bears do not forget the locations of food sources. Their keen memories play a critical role in how they forage. The timing, amount and availability of natural foods such as fruits and berries can vary from year to year. In low abundance years, bears may spend more time foraging to meet their calorie needs. Any food sources that are concentrated in calories that humans make easy to get, either on purpose or on accident, can be irresistible to a hungry bear.

Police Activity

Shortly after 2 am on Sunday May 24th, officers attempted to stop a suspicious vehicle in the area of Riverside School, after observing it also speeding and failing to stop for the stop sign at Charles and NW 4th Street. As officers activated emergency lights and siren the vehicle continued to flee from officers at a high rate of speed.

The vehicle continued south on SW 4th Street and then west onto Colonywood, running partially off the roadway. The driver continued to flee and went west driving off the roadway at SW 6th Street into the wooded area. As the vehicle continued west into the wooded area, it crashed head on into a large tree coming to stop. The driver got out of the car and ran away from officers. Officers were able to catch up to the suspect and take him into custody.

Inside the vehicle officers found over $1,500 in cash, four baggies of suspected methamphetamine, and a 9mm handgun. The driver was arrested and transported to jail. He was identified as 29-year-old Rickie Joseph Vukelich of Nisswa.



Vukelich remains in custody and is facing charges of Felon in Possession of a Firearm, Possession of Controlled Substance while Possessing a Firearm, Felony Fleeing a Peace Officer in a Motor Vehicle, Driving After Revocation, and Fleeing a Peace Officer on Foot.

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
April	2096	398 Hours	766 GB	365 MB	11.53 Minutes	67
May	1175	251 Hours	481 GB	409 MB	12.9 Minutes	37

Conduct on Premises Activity Report for May

ICR	Date Reported	Title	Address	Summary
20005458	05/14/20	Conduct on Premises	608 ½ Front Street	Conduct on Premises
20005734	05/21/20	Conduct on Premises	1102 15th Avenue NE	Conduct on Premises

Monthly Police Activity

May	2020	2019
ICRs	1146	1584
Citations (Inc. Parking)	33	73
Part I and Part II Crimes Reported	**	264

** Note: This does not include files that have not yet been coded
** Note: Transitioning to NIBRS reporting

33 parking tickets were issued in the month of May with the following dispositions:

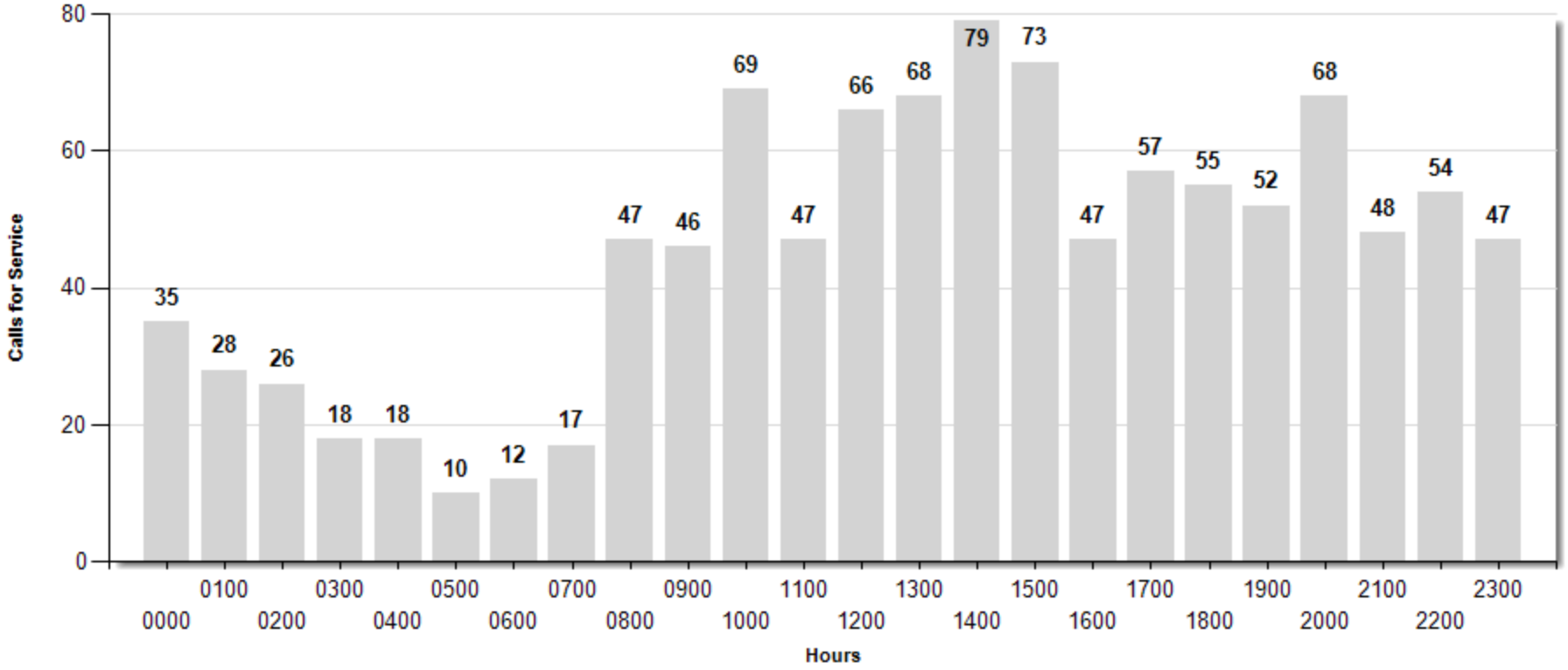
Revenue Recapture Receipts:
To Date: $ 54,269.39
In 2020: $ 6,429.31

4	Dismissed
0	Business Validations
15	Paid in Full
0	Partial Payments Received
14	No Payment Received

Calls for Service Hourly

5/1/2020 to 5/31/2020

Total Calls: **1146**



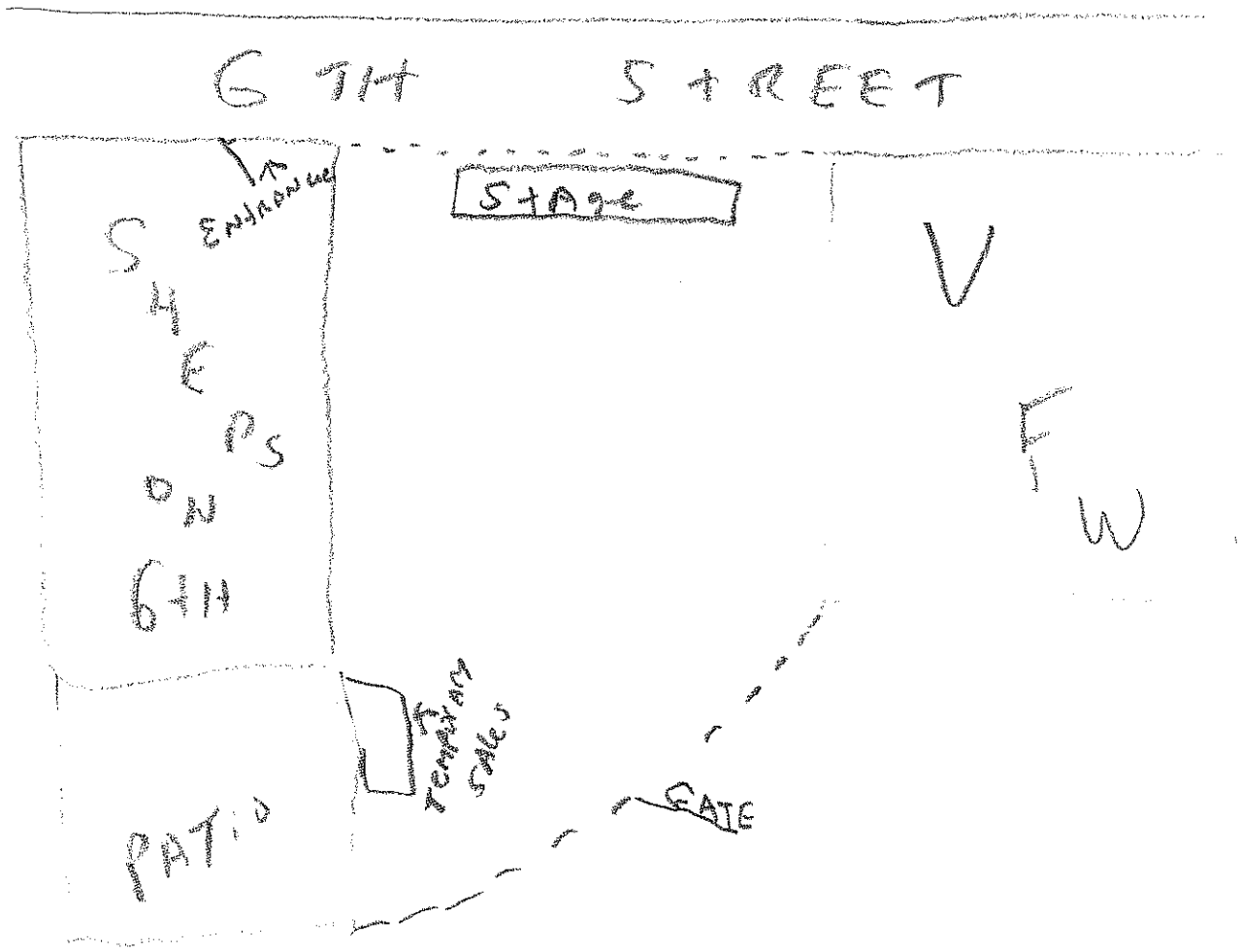
EXTENSION OF PREMISES

This application is to be completed only by an establishment with a valid on sale liquor license

Name of Applicant: STEVEN CHARLES SHEPHERD
Business Name: Steps ON 6TH
Business Address: 315 SOUTH 6TH Street
Event Location: 315 SOUTH 6TH Street
Date(s) of Event: AUG - 28. 29TH 2020
Start Time of Event: AUG-28- NOON- End Time of Event: 1AM ON AUGUST 29TH

Signature of Applicant Date 6-3-20

Describe or draw the area in detail where the temporary on sale will be sold during the event:



- - - - - - = SECURITY FENCING 8' TALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Weizenegger Engel Insurance
301 NW 6th Street
Brainerd MN 56401

CONTACT NAME: Kelly Masche
PHONE (A/C, No, Ext): (888) 829-4721 FAX (A/C, No): (877) 446-4631
E-MAIL ADDRESS: kjmasche@we-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : First Mercury Insurance Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sheps on Sixth Inc
315 South 6th Street
Brainerd MN 56401

COVERAGES **CERTIFICATE NUMBER:** 20-21 GL,LL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			FMEV112047	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			FMEV112047	07/01/2020	07/01/2021	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Brainerd
501 Laurel Street
Brainerd MN 56401

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kelly Masche

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Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: Event Application - Produce Pop-Up Pantry

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

Summary of Issue:

The hosts of the Produce Pop-Up Pantry would like to hold the same event again. This first event that was approved by the City Council was held successfully on May 26th.

Alternatives, Options, Effects on Others/Comments:

The application remains unchanged from the last one, and is a drive-through event for getting nutritious foods to families in need. The event is to be held on June 22, 2020 from 9 AM - 1 PM on Mississippi Parkway at CLC.

Recommended Action/Motion:

Staff recommends approval of this application under the condition that the applicant remove any signs immediately after the event conclusion.

Financial Impact:

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

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

Is this budgeted? ☐ Yes ☐ No

Please Explain:

SPECIAL EVENT APPLICATION

Date of Application: 6/8/2020

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 with Street Closure
- ☐ Event – City Park
- ☐ Other _____

Name of event: Produce Pop-Up Pantry

Organizer Information

Organizer's Name: Central Lakes College Food Pantry

Organizer's Address: 501 W. College Dr. Brainerd, MN 56401

Event Contact Person: Erich Heppner

Event Contact Daytime Phone: 952-807-3279

Event Contact E-mail Address: eheppner@clcmn.edu

Contact Name/Number Day of Event: Erich Heppner 952-807-3279

For Profit/Nonprofit Status (type): 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
6/22/2020	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:

Traveling food shelf that delivers nutritious food directly to families in need.

It's our priority to increase access to fresh, healthy food throughout north central MN.

This is a social distance event where all partners receive their food while staying in their vehicles.

Partners: Second Harvest North Central Food Bank and 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 people to food distribution in CLC West Parking Lot.

_____

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: 6/22 at 9AM

Date and time for reopening of streets: 6/22 at 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.

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.

Erich Heppner
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	_____	_____
City Administration	_____	_____
Engineering Department	_____	_____
Fire Department	_____	_____
Fire Support/EMS	_____	_____
Parks Department	_____	_____
Planning Department	_____	_____
Police Department	_____	_____

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

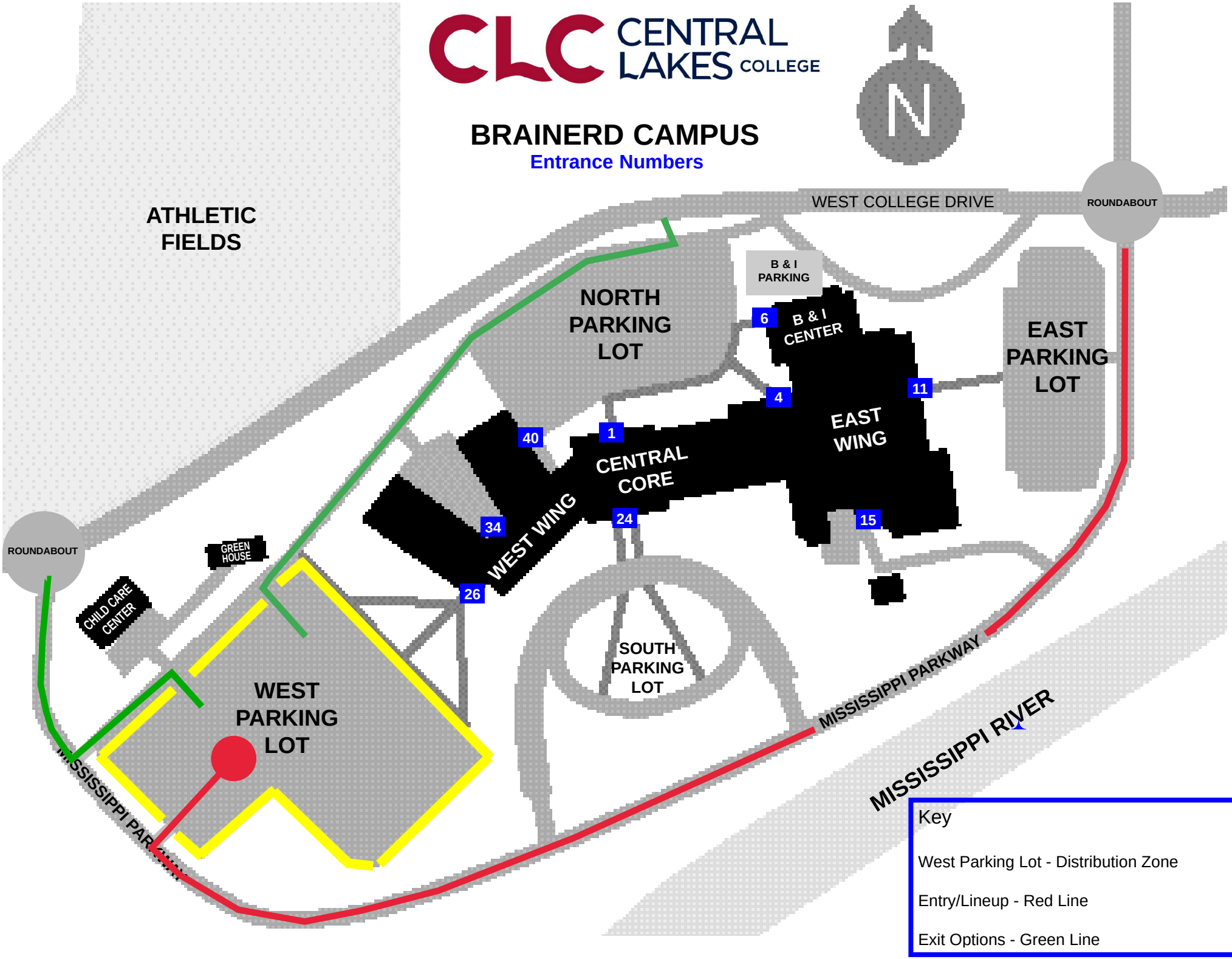
The street closure request as described herein was approved by the City Council at their _____, 20__ meeting. Approval is subject to the following condition(s):

_____

_____

_____

_____


CLC CENTRAL LAKES COLLEGE
BRAINERD CAMPUS
Entrance Numbers
N
ATHLETIC FIELDS
WEST COLLEGE DRIVE
ROUNDABOUT
B & I PARKING
NORTH PARKING LOT
6
B & I CENTER
EAST PARKING LOT
11
4
EAST WING
40
1
CENTRAL CORE
WEST WING
34
24
15
26
ROUNDABOUT
GREEN HOUSE
CHILD CARE CENTER
SOUTH PARKING LOT
WEST PARKING LOT
MISSISSIPPI PARKWAY
MISSISSIPPI RIVER
Key
West Parking Lot - Distribution Zone
Entry/Lineup - Red Line
Exit Options - Green 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

Produce Pop-Up Pantry

FREE FOOD FOR ANYONE IN NEED

Date: June 22, 2020

Time: 11:00am- until food is gone

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

SECOND HARVEST
NORTH CENTRAL FOOD BANK

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.
- No restrooms will be available

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: Ratification of Hiring - Seasonal/Temporary Employees

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

Summary of Issue:

This report serves as council's ratification of the hiring of Braeden Egeland as our temporary part-time Downtown Maintenance worker. His date of hire is June 10, 2020 and he will be paid $14 per hour. Braeden is expected to work around three days a week. He is not eligible for the Sourcewell Internship funding program.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

n/a - consent calendar.

Financial Impact:

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

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

Is this budgeted? ☑ Yes ☐ No

Please Explain: This position was previously approved by Council in lieu of hiring a Planning Intern for 2020.

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 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 1st Reading **provide copy of published hearing notice*
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. This matter was on the May 18th agenda; however, our Ordinance requires the Council to make a determination of facts and issue an order as to whether or not said animal is properly characterized as dangerous (see attached). Since this was not done at the May 18th meeting, this hearing will be reheld so the Council can make a determination. We do anticipate the dog owner, Joshua Hall, to be present at the meeting as well as our Animal Control Officer.

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

Please Explain:

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. Subdivision1. 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 (First, Middle, Last) Date of Birth: 11-16-87

Address: 911 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): Blck. 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: _____

CITY OF BRAINERD
PERSONNEL AND FINANCE COMMITTEE
AGENDA

June 15, 2020
6:45 PM

WebEx Teleconference Meeting
Call Toll-Free: 844-992-4726
Access Code: 146 746 1427

1. Approval of Bills

2. Custodial Services Proposals for City Hall, PD, FD and Street Garage

3. Request for Additional Small Business Relief Grant Funds

4. Update on Marketing Campaign

5. Police Officer Hiring

6. Long-Term Disability RFP Process

7. Consideration to Finalize Liquor License Fees for 7/1/2020 Renewal

8. The Skillet Restaurant Liquor License from 7/1/2019 – 6/30/2020

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: Custodial Services RFP's for City Hall, Police, Fire, and Street Departments

☐ INFORMATION ONLY ☐ CONSENT AGENDA ☑ P&F COMMITTEE ☐ SPW COMMITTEE ☐ MAIN AGENDA	**Action Requested:** ☑ Approve/Deny Motion ☐ Adopt Resolution (attach draft) ☐ Direction Requested ☐ Discussion Item ☐ Hold Public Hearing* ☐ Ordinance 1st Reading **provide copy of published hearing notice*
Submitted by: City Engineer Sandy	**Department:** All
Presenter (Name & Title): All Staff	**Estimated Time Needed:** 15 Minutes

Summary of Issue:

Attached to this request is information related to the recently solicited RFP for cleaning services in City buildings, more specifically City Hall, the Police Department, Fire Department, and Street and Sewer Department.

Alternatives, Options, Effects on Others/Comments:

Attached you will find a summary of costs submitted by 5 vendors for the service contract, the original RFP that was solicited, and copies of each individual proposal submitted. Also, you will find a memo from staff in regards to the proposals and a recommendation to be considered by the Committee and City Council.

Recommended Action/Motion:

Staff recommends authorizing staff to enter into an agreement for professional custodial services with EnviroTech in the amounts of $1,765.00/mo for City Hall, $1,255.00/mo for Police Department, $238.00/mo for Fire Department, and $238/mo for Street Department.

Financial Impact:

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

What is the total cost, with tax and shipping $ $3,496/mo total

Is this budgeted? ☑ Yes ☑ No

Please Explain: Currently, all collective departments have budgeted $1,859/mo for custodial services. 2020 additional costs total $11,442. Future total costs for custodial services for all 4 buildings to be $41,952.00/yr, to come from each departments respective building budgets.

M E M O

TO: Personnel and Finance Committee

FROM: City Engineer Paul Sandy, P.E.

DATE: 6/8/2020

SUBJECT: Custodial Services Proposal for City Hall, Police Department, Fire Department, and Street Department

With the remodels in most of the City facilities taking place, and the current vendor at City Hall expressing the need to look into increasing the contract cost for services within City Hall, City Staff felt it the opportune time to resolicit Requests for Proposals for custodial services within the current and future City facilities and the streamline and organize these services under one vendor. The request for proposals and scope of work can be seen attached to this memo and is outlined briefly within this memo.

Current Services

City staff have been closely evaluating the services performed by the current vendors over the past few months and have been comparing the level of services performed to the contractual documents on file at the City. City staff found that many of the contractual items that were supposed to be getting performed were not being done. While this was an on-going issue, City staff worked with the current vendors to try and improve service to the facilities. While the facilities were under remodel at the time of these evaluations, it gave staff the opportunity to work with current vendors to see if services would improve. While services improved slightly, staff still found it difficult to get all the services outlined in the contract performed by the current vendors. It is also worth noting that the Fire Department and Street Department do not have janitorial services today, and these duties are performed by on-duty staff at both locations. For ease of organization and following the most recent process that Crow Wing County went through to select a new vendor, City staff pursued the option of re-soliciting RFP's for these services so that a vendor with the qualifications and expertise necessary to keep City buildings clean and sanitized have the opportunity to submit their proposed costs to do so. This is even more important now after remodel to our buildings and to be in compliance with CDC guidelines during the COVID-19 pandemic.

Scope of Services

The scope of services for each building is relatively unchanged from the old RFP to the new RFP. Each vendor had an opportunity to walk-through prior to submission of the proposal and ask any questions of staff in regard to the RFP or services that were expected. Three vendors

scheduled and attended these meetings, and include EnviroTech, Kleen-Tech, and One Way Cleaning.

The scope of services is to provide cleaning and custodial services 3-days per week at City Hall and the Police Department and providing the same 1-day per week at the Fire Department and Street Department. While the scope is self-explanatory and is attached, it includes tasks to be performed each visit, weekly, and monthly. The vendor would work with staff within each department to coordinate future schedules with what works best for staff working within these buildings, but generally include services to be performed after working hours of 7:30 – 4:30 on Monday, Wednesday, and Friday (or weekend). The services are outlines below:

Each Visit:

- Empty waste baskets in all offices, conference rooms and staff lounges and council chambers
- Vacuum *public* carpeted areas
- Vacuum all floor runners
- Dust mop all *public* hallway areas (granite or tile) and stairways, elevator and elevator lobbies
- Clean all public service counters (marble or other materials) with mild soap and water – no polishes or waxes
- Bathrooms
    - Sweep and mop tile floors in all bathrooms
    - Clean and sanitize fixtures (stools, sinks, urinals)
    - Replace toilet paper as necessary
    - Replace hand towels as necessary
    - Replace urinal deodorizers as necessary
    - Refill hand soap as necessary
    - Empty wastebaskets
    - Clean mirrors
    - Scour and sanitize all basins. Polish bright work.
    - Remove splash marks from walls around basins
    - Report any repairs needed to proper staff
- Public Entry Ways
    - Sweep, mop, and vacuum entry areas taking care to get into corners, along edges, and beneath furniture
    - Vacuum floor runners
    - Clean glass on all entry doors including elevator lobbies

At least once weekly:

- Thoroughly dust all horizontal and vertical surfaces in offices, Council Chambers, and other *non-public* areas (desks, Council table, office furniture, copiers, window sills, office furniture and all manner of furnishings)
- Vacuum all carpeted areas in all offices, conference rooms and staff lounges
- Remove spots from carpet as necessary (complete carpet cleaning services will be requested on a periodic basis at a separate negotiated price)
- Clean dirty areas on walls as necessary
- Clean glass on all display cases
- Dust “C. Elmer Anderson” bronze statue in City Hall
- Dust mop and wet mop all *public and non-public* areas (granite or other) and stairways, elevator and elevator lobbies (mild detergent and no waxes)
- Scour and sanitize all basins. Polish bright work.

- Damp wipe counters, clean, and sanitize kitchenette areas and break rooms.

Monthly

- Wipe down entire bathroom stalls (inside and outside)
- Dust/wipe down trim in all offices (door and window frames & window sills, light switches, and doors)
- Dust pictures on walls in office areas
- Spot treat soiled carpeted areas.
- Clean interior of microwaves removing food particles and stains in kitchenette and break rooms.

Each vendor had an opportunity to provide costs to perform these services.

Proposed Costs from Each Vendor

A synopsis of proposed costs from each vendor can be seen attached to this memo. Northland Janitorial Services (current vendor at PD) was the low proposer at $3,100/mo for all four buildings. Next lowest in order from lowest to highest were EnviroTech Building Services (current Crow Wing County vendor) at $3,496/mo, One Way Cleaning (current City of Baxter vendor) at $4,375/mo, Kleen-Tech at $5,717/mo, and Minnesota Cleaning Solutions (current City Hall vendor) at $8,065.75/mo.

You can see the major difference between what the City is paying for services currently at City Hall ($589/mo) and what the same vendor would like to get paid for the same services for City Hall in the future ($3,777/mo). This large difference is part of the reasoning for soliciting RFP's for services in all buildings, as the services being delivered were not matching contractually in neither City Hall nor the Police Department. It is worthwhile noting that neither contractor has requested increased their price for these services since the inception of the contracts. It is safe to say the City Hall has been getting a deal as it stands for the services, even though the contractual services were not being performed per the requirements of the contract.

Staff Recommendations

When evaluating the proposals and using referenced to check each vendor, staff has come to the recommendation of selecting EnviroTech as its custodial and environmental services provider in the future. This recommendation has many elements, but a brief synopsis of this recommendation can be seen in bullet points below:

- Staff reached out to Crow Wing County facilities manager John Melson on how the switch to EnviroTech went, how the services are that they have been providing, and what their recommendation would be. It is important to note that Crow Wing County recently went through the same process to select janitorial services for their facilities and recently switched to EnviroTech, even through they were also not the low proposer. John stated that it is the cleanest Crow Wing County facilities have ever been, and the project manager assigned to the Crow Wing County campus has been accommodating, helpful, and very informative of the solutions EnviroTech provides over its competitors.
- The City has history with North Country Janitorial in that it provides the minimum services that are requested by Police staff, there seems to be constant reminders of items that need to be done. EnviroTech uses a system of checklists for each room so that the responsible custodian does not miss any of the tasks outlined for daily, weekly, and monthly visits. All of the references that were provided by EnviroTech gave rave reviews of their service, responsiveness, and services provided by the vendor.

- Contracting with EnviroTech to provide the services allows the City to centralize the services campus-wide, while also using the same vendor as Crow Wing County uses for their Campus. This will provide for consistent project management across all of the City facilities, and with the Project Manager for EnviroTech being readily available for Crow Wing County's large campus, it will provide the City will the opportunity to have state of the art service and project management systems for a fraction of the cost, being the Crow Wing County has a much larger and more complex campus than the City.

Staff will be available at the Personnel and Finance Committee meeting and City Council meeting to talk to how the walk-through's went with each vendor, the associated costs, and the expected level of service that each vendor would provide from past experiences and reference checks done by staff.

Staff's recommendation would be to contract with EnviroTech Building Services for the 3-year janitorial cycle of July 1, 2020 to June 30, 2023 for the 4-selected buildings. This increased cost is not budgeted in 2020, however would be included in respective operating budgets for 2021 and beyond. Expected budget deficit for 2020 is expected to be $11,442. Future budgets in 2021-2023 would reflect the proposal costs supplied by EnviroTech of $3,496.00/mo or $41,952.00/year across all 4-buildings.

Custodial Services Cost Synopsis

Building	Current (per month)	Vendors Submitting Proposals (per month)				
	Minnesota Cleaning Solutions in City Hall and North Country Janitorial in Police Department	North Country Janitorial	EnviroTech Building Services	One Way Cleaning	Kleen-Tech	Minnesota Cleaning Solutions
City Hall	$ 589.00	$ 1,100.00	$ 1,765.00	$ 1,945.00	$ 2,260.00	$ 3,377.00
Police Department	$ 1,000.00	$ 1,000.00	$ 1,255.00	$ 1,780.00	$ 1,923.00	$ 3,238.75
Fire Department	N/A	$ 600.00	$ 238.00	$ 390.00	$ 1,197.00	$ 975.00
Street and Sewer Department	N/A	$ 400.00	$ 238.00	$ 260.00	$ 337.00	$ 475.00
Total	***$ 1,589.00***	***$ 3,100.00***	***$ 3,496.00***	***$ 4,375.00***	***$ 5,717.00***	***$ 8,065.75***
Cost Difference (monthly)	***$ -***	***$ 1,511.00***	***$ 1,907.00***	***$ 2,786.00***	***$ 4,128.00***	***$ 6,476.75***
Cost Difference (yearly)	***$ -***	***$ 18,132.00***	***$ 22,884.00***	***$ 33,432.00***	***$ 49,536.00***	***$ 77,721.00***

****Note - Costs do not include City Hall Annex. RFP was written without Annex included because it has not been getting cleaned while no-one is in there. This will be direct negotiation with selected contractor. We currently pay $270.70 for services in Annex.***

CITY OF BRAINERD

CITY JANITORIAL SERVICES
GENERAL SPECIFICATIONS

1. Description of the Work. The work contemplated by these specifications consists of furnishing labor, materials, and skills required to perform janitorial services and associated items in City of Brainerd facilities located throughout Brainerd.

2. Location of Facilities. The name and location of the facilities as part of this Request for Proposals can be seen below:

   Brainerd City Hall – 501 Laurel Street, Brainerd, MN 56401
   Brainerd Fire Department – 23 Laurel Street, Brainerd, MN 56401
   Brainerd Police Department – 225 East River Road, Brainerd, MN 56401
   Brainerd Street and Sewer Department – 724 Thiesse Drive, Brainerd, MN 56401

3. Form of Proposal. Interested vendors shall submit their proposal to perform the services as described on Exhibit A on their own stationary in an envelope clearly marked "City of Brainerd Janitorial Services Proposal." The proposal shall clearly state (narrative) that the proposed service conforms to the specifications and shall detail the specific janitorial services proposed. The proposal shall also include a monthly fee for performance of services for *each location* which conforms with the requirements of paragraph 5, Method of Measurement. It is the responsibility of the Proposer to familiar themselves with the scope of work including floor space of the facility and floor coverings, and layout of each building, furniture, public and non-public spaces, etc. to be cleaned prior to making the proposal.

   Proposals must be submitted no later than 4:00 PM on June 5, 2020 directly to City Hall at 501 Laurel Street, Brainerd, MN 56401.

   Proposal prices are to be firm for ninety (90) days.

4. Proposal Content

    a. *Proposal Narrative* – Detail proposed service conforms to the specifications and specific janitorial services performed.

    b. *Proposal form and signature page* – The proposal form and signature page must be completed and signed by an individual authorized to bind the vendor. All proposal submitted without such proposal form and signature page may be deemed non-responsive

    c. *References* – Proposals shall include a list of three (3) references including the name, address, phone number, and contact person. It is preferred references are those of Minnesota contacts. The City reserves the right to contact references other than, and/or in addition to, those furnished by a vendor.

5. Proposal Award. It is the intent of the City to accept the lowest responsible proposal, provided it is submitted in accordance with the proposal documents. If a proposal is selected it will be most advantageous regarding price, quality of service, the Vendors qualifications and capabilities to provide the specified service, and other factors with the City of Brainerd may consider. The City reserves the right to accept or reject any or all proposals and to waive irregularities therein.

6. Form of Agreement. The successful Proposer shall be required to enter into an Agreement with the City of Brainerd for the performance of said services. Said Agreement can be terminated by either Party for any reason upon 30 days written notice.

7. Term of Agreement. The term of service to be provided under the above referenced Agreement shall commence on or about July 1, 2020 and shall continue thereafter until July 1, 2023.

8. Method of Measurement. Services rendered shall be measured and paid on a per month basis. Payment shall be considered as compensation in full for all labor and materials required to perform the service. Proposers shall specify their required monthly fee within their Proposal.

9. Method of Payment. Payment for services shall be approved by the City Council on the third Monday of each month. Payment to the vendor will be made by the Friday following the Council meeting. Payments shall be compensation for the previous month's service. An invoice for services rendered must be delivered to the City Engineer's office at least 10 days prior to the third Monday of the month.

10. Description of Service. The services to be performed including frequency are identified on Exhibit A attached entitled "Janitorial Duties" and are subject to amendment as necessary. Services are to be performed during non-work hours which are normally 4:30 p.m. to 7:30 a.m. Monday through

Friday. The Proposer should keep in mind that the City Council meets on the 1st and 3rd Monday of each month with Committee meetings held prior to the Council meeting. Cleaning services should be scheduled so as to not interfere with meetings.

11. Materials Provided by the City. The City shall provide all garbage containers, toilet paper, paper hand towels, hand soap and other items associated with the operation and usage of buildings within the scope of this proposal.

12. Materials Provided by the Service Provider. The Service Provider shall furnish vacuum cleaners, mops, dusting materials, detergents, disinfectants, stain removers, furniture polishes, wastepaper basket liners and all other materials required for and associated with the cleaning of City Facilities as noted in Paragraph 2.

13. Insurance. The successful Proposer shall, upon entering into an Agreement with the City, furnish the City with proof of Workers Compensation Insurance, and provide the City with a Certificate of Insurance naming the City as an additional insured. Said insurance shall provide limits of liability not less than $1,000,000 combined single limit bodily injury or property damage for each occurrence.

14. Miscellaneous. The square footage of each building by surface type is listed below. The breakdown of flooring types is approximately as follows:

City Hall
- Carpet floors – 7,523 S.F.
- Hard surfaced floors (LVT) – 2,680 S.F.
- Ceramic Tile Flooring (bathrooms) – 670 S.F.
- Granite Hallways – 2,635 S.F.
- 6 bathrooms

Fire Department
- Carpet floors – 2,840 S.F.
- Hard surfaced floors (LVT) – 350 S.F.
- Ceramic Tile Flooring (bathrooms) – 530 S.F.
- 2 bathrooms

Police Department
- Carpet floors – 6,405 S.F.
- Hard surfaced floors (LVT) – 2,565 S.F.
- Ceramic Tile Flooring (bathrooms) – 800 S.F.
- Granite Hallways – 2,635 S.F.
- Concrete – 550 S.F.
- 3 bathrooms, 2 locker rooms

Street and Sewer Department
- Carpet floors – 0 S.F.
- Hard surfaced floors – 900 S.F.
- 2 bathrooms

EXHIBIT A

Janitorial Duties

Janitorial services shall normally occur after the workday on Monday, Wednesday and Friday of each week with duties performed in accordance with the following schedule:

Each Visit:

- Empty waste baskets in all offices, conference rooms and staff lounges and council chambers
- Vacuum *public* carpeted areas
- Vacuum all floor runners
- Dust mop all *public* hallway areas (granite or tile) and stairways, elevator and elevator lobbies
- Clean all public service counters (marble or other materials) with mild soap and water – no polishes or waxes
- Bathrooms
    - Sweep and mop tile floors in all bathrooms
    - Clean and sanitize fixtures (stools, sinks, urinals)
    - Replace toilet paper as necessary
    - Replace hand towels as necessary
    - Replace urinal deodorizers as necessary
    - Refill hand soap as necessary
    - Empty wastebaskets
    - Clean mirrors
    - Scour and sanitize all basins. Polish bright work.
    - Remove splash marks from walls around basins
    - Report any repairs needed to proper staff
- Public Entry Ways
    - Sweep, mop, and vacuum entry areas taking care to get into corners, along edges, and beneath furniture
    - Vacuum floor runners
    - Clean glass on all entry doors including elevator lobbies

At least once weekly:

- Thoroughly dust all horizontal and vertical surfaces in offices, Council Chambers, and other *non-public* areas (desks, Council table, office furniture, copiers, window sills, office furniture and all manner of furnishings)
- Vacuum all carpeted areas in all offices, conference rooms and staff lounges
- Remove spots from carpet as necessary (complete carpet cleaning services will be requested on a periodic basis at a separate negotiated price)
- Clean dirty areas on walls as necessary

- Clean glass on all display cases
- Dust “C. Elmer Anderson” bronze statue in City Hall
- Dust mop and wet mop all *public and non-public* areas (granite or other) and stairways, elevator and elevator lobbies (mild detergent and no waxes)
- Scour and sanitize all basins. Polish bright work.
- Damp wipe counters, clean, and sanitize kitchenette areas and break rooms.

Monthly

- Wipe down entire bathroom stalls (inside and outside)
- Dust/wipe down trim in all offices (door and window frames & window sills, light switches, and doors)
- Dust pictures on walls in office areas
- Spot treat soiled carpeted areas.
- Clean interior of microwaves removing food particles and stains in kitchenette and break rooms.

Proposal Form
Request for Proposals for Cleaning Services
City of Brainerd

The undersigned hereby submits the following proposal for the monthly cost of cleaning each respective building for the City of Brainerd.

City Hall	**$**_____
Fire Department	**$**_____
Police Department	**$**_____
Street and Sewer Department	**$**_____
Total	**$**_____

By: Name and Title (please print) _____

Signature_____

Vendor Address

_____

_____

Contact (please print) _____

Phone _____

Fax _____

Email_____

Worker's Compensation Certificate

I hereby certify that effective the \date of my Contract with the City of Brainerd and at all times in performance of such Contract that:

☐ I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of the State of Minnesota with the following insurance company:

_____
Company Name

_____
Agent's Name, Address and Telephone Number

_____
Policy Number and Effective Date

OR

☐ I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Minnesota to obtain and maintain a policy of Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have contemporaneously made with the City of Brainerd.

_____
Date

_____
Signature of Contractor

Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this agreement.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required under this Agreement, shall have no contractual relationship with the City, shall not be considered employees of the City and any and all claims that may or might arise under the Unemployment Compensation Act or Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no was be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from all and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, personnel or other benefits of any kind whatsoever from the City, including without limitation, rights and benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical or hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

Company/Individual Name: _____

Official Address: _____

Signature and Title: _____

Date: _____

Client References

Request for Proposal for Cleaning Services

Please list three (3) client references. It is preferred that those references are clients within the State of Minnesota. The City reserves the right to contact references other than, and/or, in addition to, those being furnished below.

1. Name: _____

   Address: _____

   Phone Number: _____

2. Name: _____

   Address: _____

   Phone Number: _____

3. Name: _____

   Address: _____

   Phone Number: _____

NOTICE TO PROPOSERS

JANITORIAL SERVICES FOR CITY OF BRAINERD
PROPOSALS CLOSE AT 4:00 PM, JUNE 5, 2020

Notice is hereby given that proposals will be received, opened and read aloud in the presence of the City Administrator and City Engineer, in the City Council Chambers located in the Brainerd City Hall, 501 Laurel Street, Brainerd, Minnesota, on June 5, 2020 at 4:00 PM for providing janitorial services in the following City of Brainerd Facilities:

Brainerd City Hall – 501 Laurel Street, Brainerd, MN 56401

Brainerd Fire Department – 23 Laurel Street, Brainerd, MN 56401

Brainerd Police Department – 225 East River Road, Brainerd, MN 56401

Brainerd Street and Sewer Department – 724 Thiesse Drive, Brainerd, MN 56401

Proposals for providing janitorial services shall be in conformance with the specifications for said services on file in the office of the City Administrator.

All proposals for said services shall be reviewed by City staff and referred to the Brainerd City Council for action at its regular meeting to be held on June 15, 2020.

One-on-one pre-proposal meetings, discussion and tour of City Hall, Police Department, Fire Department, and Street Department will be conducted the week of May 25, 2020. All interested vendors are encouraged to set up a meeting with the City Engineer to tour the buildings. The meeting and discussion will provide vendors with the opportunity to familiarize themselves with the facilities and ask questions to further define the scope of services intended within the specifications.

The City Council reserves the right to reject any and all proposals and to waive minor irregularities and informalities therein and further reserves the right to award the proposal in the best interest of the City.

Dated: May 6, 2020

Jennifer Bergman
City Administrator

Publish: Brainerd Dispatch May 15 and May 22, 2020

North Country Janitorial and Supply Inc.

7485 County Road 9, Brainerd, MN 56401

To Whom It May Concern: 06/05/2020

Enclosed please find and reference our response to the City of Brainerd RFP. Our proposal conforms to the specifications as provided by the City Of Brainerd's RFP. We have enclosed a copy of the complete RFP as our agreement that the prices and scope of work contained within is how our work and payment will be followed.

We have proudly served the City of Brainerd for over 11 years, providing the contracted cleaning services for the Brainerd Police Department.

We are a locally owned and a locally operated cleaning service. We employ the latest technology into cleaning. Such as static disinfection equipment allowing us to disinfect more surfaces safely and more often. We only use HEPA filtration vacuum cleaners. Our chemicals are all green seal certified which means they are rated and deemed the safest of all chemicals for your facility. Our employees are background checked through the BCA and drug screened. Any keys issued to us for your facilities are attached to key tiles so in the case of misplacement they can be located immediately. Our linens are color coded to the areas that they get used in. So your bathroom linens neve come in contact with you desk linens and etc. Our mopping systems range from the old tried and true mop and bucket all the way up to ionized machine systems that use no chemicals to clean your floors. We have a rigorous training system in place for our employee's and we continue to train. We stress safety in and around the workplace and our employees practice this every time they are on the job.

Thank you for accepting put proposal. If you have any questions please feel free to contact us.

VPO

Clayton Caird VPO

North Country janitorial and Supply Inc.

Brainerd MN 56401

P: (218)828.4188 M: (218)820.4889 Email: northcountryjanitorial@gmail.com

CITY OF BRAINERD
CITY JANITORIAL SERVICES
GENERAL SPECIFICATIONS

1. Description of the Work. The work contemplated by these specifications consists of furnishing labor, materials, and skills required to perform janitorial services and associated items in City of Brainerd facilities located throughout Brainerd.

2. Location of Facilities. The name and location of the facilities as part of this Request for Proposals can be seen below:

   Brainerd City Hall – 501 Laurel Street, Brainerd, MN 56401
   Brainerd Fire Department – 23 Laurel Street, Brainerd, MN 56401
   Brainerd Police Department – 225 East River Road, Brainerd, MN 56401
   Brainerd Street and Sewer Department – 724 Thiesse Drive, Brainerd, MN 56401

3. Form of Proposal. Interested vendors shall submit their proposal to perform the services as described on Exhibit A on their own stationary in an envelope clearly marked "City of Brainerd Janitorial Services Proposal." The proposal shall clearly state (narrative) that the proposed service conforms to the specifications and shall detail the specific janitorial services proposed. The proposal shall also include a monthly fee for performance of services for *each location* which conforms with the requirements of paragraph 5, Method of Measurement. It is the responsibility of the Proposer to familiar themselves with the scope of work including floor space of the facility and floor coverings, and layout of each building, furniture, public and non-public spaces, etc. to be cleaned prior to making the proposal.

   Proposals must be submitted no later than 4:00 PM on June 5, 2020 directly to City Hall at 501 Laurel Street, Brainerd, MN 56401.

   Proposal prices are to be firm for ninety (90) days.

Friday. The Proposer should keep in mind that the City Council meets on the 1st and 3rd Monday of each month with Committee meetings held prior to the Council meeting. Cleaning services should be scheduled so as to not interfere with meetings.

11. Materials Provided by the City. The City shall provide all garbage containers, toilet paper, paper hand towels, hand soap and other items associated with the operation and usage of buildings within the scope of this proposal.

12. Materials Provided by the Service Provider. The Service Provider shall furnish vacuum cleaners, mops, dusting materials, detergents, disinfectants, stain removers, furniture polishes, wastepaper basket liners and all other materials required for and associated with the cleaning of City Facilities as noted in Paragraph 2.

13. Insurance. The successful Proposer shall, upon entering into an Agreement with the City, furnish the City with proof of Workers Compensation Insurance, and provide the City with a Certificate of Insurance naming the City as an additional insured. Said insurance shall provide limits of liability not less than $1,000,000 combined single limit bodily injury or property damage for each occurrence.

14. Miscellaneous. The square footage of each building by surface type is listed below. The breakdown of flooring types is approximately as follows:

City Hall
- Carpet floors – 7,523 S.F.
- Hard surfaced floors (LVT) – 2,680 S.F.
- Ceramic Tile Flooring (bathrooms) – 670 S.F.
- Granite Hallways – 2,635 S.F.
- 6 bathrooms

Fire Department
- Carpet floors – 2,840 S.F.
- Hard surfaced floors (LVT) – 350 S.F.
- Ceramic Tile Flooring (bathrooms) – 530 S.F.
- 2 bathrooms

Police Department
- Carpet floors – 6,405 S.F.
- Hard surfaced floors (LVT) – 2,565 S.F.
- Ceramic Tile Flooring (bathrooms) – 800 S.F.
- Granite Hallways – 2,635 S.F.
- Concrete – 550 S.F.
- 3 bathrooms, 2 locker rooms

Street and Sewer Department
- Carpet floors – 0 S.F.
- Hard surfaced floors – 900 S.F.
- 2 bathrooms

EXHIBIT A

Janitorial Duties

Janitorial services shall normally occur after the workday on Monday, Wednesday and Friday of each week with duties performed in accordance with the following schedule:

Each Visit:

- Empty waste baskets in all offices, conference rooms and staff lounges and council chambers
- Vacuum *public* carpeted areas
- Vacuum all floor runners
- Dust mop all *public* hallway areas (granite or tile) and stairways, elevator and elevator lobbies
- Clean all public service counters (marble or other materials) with mild soap and water – no polishes or waxes
- Bathrooms
    - Sweep and mop tile floors in all bathrooms
    - Clean and sanitize fixtures (stools, sinks, urinals)
    - Replace toilet paper as necessary
    - Replace hand towels as necessary
    - Replace urinal deodorizers as necessary
    - Refill hand soap as necessary
    - Empty wastebaskets
    - Clean mirrors
    - Scour and sanitize all basins. Polish bright work.
    - Remove splash marks from walls around basins
    - Report any repairs needed to proper staff
- Public Entry Ways
    - Sweep, mop, and vacuum entry areas taking care to get into corners, along edges, and beneath furniture
    - Vacuum floor runners
    - Clean glass on all entry doors including elevator lobbies

At least once weekly:

- Thoroughly dust all horizontal and vertical surfaces in offices, Council Chambers, and other *non-public* areas (desks, Council table, office furniture, copiers, window sills, office furniture and all manner of furnishings)
- Vacuum all carpeted areas in all offices, conference rooms and staff lounges
- Remove spots from carpet as necessary (complete carpet cleaning services will be requested on a periodic basis at a separate negotiated price)
- Clean dirty areas on walls as necessary

- Clean glass on all display cases
- Dust "C. Elmer Anderson" bronze statue in City Hall
- Dust mop and wet mop all *public and non-public* areas (granite or other) and stairways, elevator and elevator lobbies (mild detergent and no waxes)
- Scour and sanitize all basins. Polish bright work.
- Damp wipe counters, clean, and sanitize kitchenette areas and break rooms.

Monthly

- Wipe down entire bathroom stalls (inside and outside)
- Dust/wipe down trim in all offices (door and window frames & window sills, light switches, and doors)
- Dust pictures on walls in office areas
- Spot treat soiled carpeted areas.
- Clean interior of microwaves removing food particles and stains in kitchenette and break rooms.

4. Proposal Content

   a. *Proposal Narrative* – Detail proposed service conforms to the specifications and specific janitorial services performed.

   b. *Proposal form and signature page* – The proposal form and signature page must be completed and signed by an individual authorized to bind the vendor. All proposal submitted without such proposal form and signature page may be deemed non-responsive

   c. *References* – Proposals shall include a list of three (3) references including the name, address, phone number, and contact person. It is preferred references are those of Minnesota contacts. The City reserves the right to contact references other than, and/or in addition to, those furnished by a vendor.

5. Proposal Award. It is the intent of the City to accept the lowest responsible proposal, provided it is submitted in accordance with the proposal documents. If a proposal is selected it will be most advantageous regarding price, quality of service, the Vendors qualifications and capabilities to provide the specified service, and other factors with the City of Brainerd may consider. The City reserves the right to accept or reject any or all proposals and to waive irregularities therein.

6. Form of Agreement. The successful Proposer shall be required to enter into an Agreement with the City of Brainerd for the performance of said services. Said Agreement can be terminated by either Party for any reason upon 30 days written notice.

7. Term of Agreement. The term of service to be provided under the above referenced Agreement shall commence on or about July 1, 2020 and shall continue thereafter until July 1, 2023.

8. Method of Measurement. Services rendered shall be measured and paid on a per month basis. Payment shall be considered as compensation in full for all labor and materials required to perform the service. Proposers shall specify their required monthly fee within their Proposal.

9. Method of Payment. Payment for services shall be approved by the City Council on the third Monday of each month. Payment to the vendor will be made by the Friday following the Council meeting. Payments shall be compensation for the previous month's service. An invoice for services rendered must be delivered to the City Engineer's office at least 10 days prior to the third Monday of the month.

10. Description of Service. The services to be performed including frequency are identified on Exhibit A attached entitled "Janitorial Duties" and are subject to amendment as necessary. Services are to be performed during non-work hours which are normally 4:30 p.m. to 7:30 a.m. Monday through

NOTICE TO PROPOSERS

JANITORIAL SERVICES FOR CITY OF BRAINERD
PROPOSALS CLOSE AT 4:00 PM, JUNE 5, 2020

Notice is hereby given that proposals will be received, opened and read aloud in the presence of the City Administrator and City Engineer, in the City Council Chambers located in the Brainerd City Hall, 501 Laurel Street, Brainerd, Minnesota, on June 5, 2020 at 4:00 PM for providing janitorial services in the following City of Brainerd Facilities:

Brainerd City Hall – 501 Laurel Street, Brainerd, MN 56401

Brainerd Fire Department – 23 Laurel Street, Brainerd, MN 56401

Brainerd Police Department – 225 East River Road, Brainerd, MN 56401

Brainerd Street and Sewer Department – 724 Thiesse Drive, Brainerd, MN 56401

Proposals for providing janitorial services shall be in conformance with the specifications for said services on file in the office of the City Administrator.

All proposals for said services shall be reviewed by City staff and referred to the Brainerd City Council for action at its regular meeting to be held on June 15, 2020.

One-on-one pre-proposal meetings, discussion and tour of City Hall, Police Department, Fire Department, and Street Department will be conducted the week of May 25, 2020. All interested vendors are encouraged to set up a meeting with the City Engineer to tour the buildings. The meeting and discussion will provide vendors with the opportunity to familiarize themselves with the facilities and ask questions to further define the scope of services intended within the specifications.

The City Council reserves the right to reject any and all proposals and to waive minor irregularities and informalities therein and further reserves the right to award the proposal in the best interest of the City.

Dated: May 6, 2020

Jennifer Bergman
City Administrator

Publish: Brainerd Dispatch May 15 and May 22, 2020

Client References
Request for Proposal for Cleaning Services

Please list three (3) client references. It is preferred that those references are clients within the State of Minnesota. The City reserves the right to contact references other than, and/or, in addition to, those being furnished below.

1. Name: Kari Lake - Business Controller, Brainerd Dispatch

   Address: 506 James Street Brainerd, MN 56401

   Phone Number: (218) 829-4705

2. Name: Corky McQuiston - Chief of Police, Brainerd Police Dept.

   Address: 225 East River Road Brainerd, MN 56401

   Phone Number: (218) 829-2805

3. Name: Jill Wanous - Administrative Specialist, MPCA

   Address: 7678 College Road, Suite 105 Baxter, MN 56425

   Phone Number: (218) 316-3867

Proposal Form
Request for Proposals for Cleaning Services
City of Brainerd

The undersigned hereby submits the following proposal for the monthly cost of cleaning each respective building for the City of Brainerd.

City Hall	$ 1100. per month
Fire Department	$ 600. per month
Police Department	$ 1000. per month
Street and Sewer Department	$ 400. per month
Total	$ 3,100. per month

By: Name and Title (please print) Clayton L. Laird, President + CEO

Signature Clayton L. Laird

Vendor Address
7485 County Road 9
Brainerd, MN 56401-1372

Contact (please print) Clayton T. Laird

Phone (218) 820-4889

Fax (218) 829-4244

Email northcountryjanitorial@gmail.com

Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this agreement.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required under this Agreement, shall have no contractual relationship with the City, shall not be considered employees of the City and any and all claims that may or might arise under the Unemployment Compensation Act or Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no was be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from all and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, personnel or other benefits of any kind whatsoever from the City, including without limitation, rights and benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical or hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

Company/Individual Name: North Country Janitorial & Supply, Inc.

Official Address: 7485 County Road 9 Brainerd, MN 56401-1372

Signature and Title: Clayton E. Laird, President & CEO

Date: June 5, 2020

Worker's Compensation Certificate

I hereby certify that effective the \date of my Contract with the City of Brainerd and at all times in performance of such Contract that:

☒ I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of the State of Minnesota with the following insurance company:

American Family Insurance Company
Company Name

Finnegan & Associates, Inc. 406 W Washington St. Ste 4 Brainerd, MN
Agent's Name, Address and Telephone Number (218) 829-3040

Policy # 22X4-0839-90-99-BLWC-MN 1/28/2020 to 1/28/2021
Policy Number and Effective Date

OR

☐ I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Minnesota to obtain and maintain a policy of Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have contemporaneously made with the City of Brainerd.

June 5, 2020
Date

Clayton S. Laird
Signature of Contractor

MINNESOTA CLEANING SOLUTIONS

218-821-9141

City of Brainerd Janitorial Services Proposal

Proposal Form
Request for Proposals for Cleaning Services
City of Brainerd

The undersigned hereby submits the following proposal for the monthly cost of cleaning each respective building for the City of Brainerd.

City Hall	$ 3,377.00
Fire Department	$ 975.00
Police Department	$ 3,238.75
Street and Sewer Department	$ 475.00
Total	$ 8,065.75

By: Name and Title (please print) Tracy Carner owner

Signature Tracy D. Carner

Vendor Address 411 W. Washington St.
Brainerd, MN 56401

Contact (please print) Tracy Carner

Phone 218-821-9141

Fax n/A

Email Centralmncs@gmail.com

Worker's Compensation Certificate

I hereby certify that effective the \date of my Contract with the City of Brainerd and at all times in performance of such Contract that:

☑ I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of the State of Minnesota with the following insurance company:

Arrowhead / QBE
Company Name

Weizenegger Engel Insurance 301 NW 6th St Brainerd, MN 218-829-4724
Agent's Name, Address and Telephone Number

BWC0003194 8/01/2019 to 8/01/2020
Policy Number and Effective Date

OR

☐ I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Minnesota to obtain and maintain a policy of Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have contemporaneously made with the City of Brainerd.

6-3-2020
Date

Stacy D. Carner
Signature of Contractor

Independent Contractor Statement

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Company/Individual Name: Minnesota Cleaning Solutions

Official Address: 411 W. Washington St. Brainerd, MN 56401

Signature and Title: Tracy D. Carner Owner

Date: 6-3-2020

Client References
Request for Proposal for Cleaning Services

Please list three (3) client references. It is preferred that those references are clients within the State of Minnesota. The City reserves the right to contact references other than, and/or, in addition to, those being furnished below.

1. Name: Pequot HRA - Tamara Lanning

   Address: P.O. Box 243 Pequot Lakes, MN 56472

   Phone Number: 218-568-4555

2. Name: Northern Pines Darrel Moon

   Address: 823 Maple St. Brainerd, MN 56401

   Phone Number: 218-821-2765 (Personal Cell)

3. Name: Ascensus/Brainerd Ray Johnson

   Address: 415 8th Ave NE #1 Brainerd, MN 56401

   Phone Number: 218-855-6000 to reception, 218-821-5978 (Personal Cell)

CITY OF BRAINERD

CITY JANITORIAL SERVICES
GENERAL SPECIFICATIONS

1. Description of the Work. The work contemplated by these specifications consists of furnishing labor, materials, and skills required to perform janitorial services and associated items in City of Brainerd facilities located throughout Brainerd.

2. Location of Facilities. The name and location of the facilities as part of this Request for Proposals can be seen below:

   Brainerd City Hall – 501 Laurel Street, Brainerd, MN 56401
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3. Form of Proposal. Interested vendors shall submit their proposal to perform the services as described on Exhibit A on their own stationary in an envelope clearly marked "City of Brainerd Janitorial Services Proposal." The proposal shall clearly state (narrative) that the proposed service conforms to the specifications and shall detail the specific janitorial services proposed. The proposal shall also include a monthly fee for performance of services for *each location* which conforms with the requirements of paragraph 5, Method of Measurement. It is the responsibility of the Proposer to familiar themselves with the scope of work including floor space of the facility and floor coverings, and layout of each building, furniture, public and non-public spaces, etc. to be cleaned prior to making the proposal.

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   Proposal prices are to be firm for ninety (90) days.

4. Proposal Content

   a. *Proposal Narrative* – Detail proposed service conforms to the specifications and specific janitorial services performed.

   b. *Proposal form and signature page* – The proposal form and signature page must be completed and signed by an individual authorized to bind the vendor. All proposal submitted without such proposal form and signature page may be deemed non-responsive

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6. Form of Agreement. The successful Proposer shall be required to enter into an Agreement with the City of Brainerd for the performance of said services. Said Agreement can be terminated by either Party for any reason upon 30 days written notice.

7. Term of Agreement. The term of service to be provided under the above referenced Agreement shall commence on or about July 1, 2020 and shall continue thereafter until July 1, 2023.

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Friday. The Proposer should keep in mind that the City Council meets on the 1st and 3rd Monday of each month with Committee meetings held prior to the Council meeting. Cleaning services should be scheduled so as to not interfere with meetings.

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12. Materials Provided by the Service Provider. The Service Provider shall furnish vacuum cleaners, mops, dusting materials, detergents, disinfectants, stain removers, furniture polishes, wastepaper basket liners and all other materials required for and associated with the cleaning of City Facilities as noted in Paragraph 2.

13. Insurance. The successful Proposer shall, upon entering into an Agreement with the City, furnish the City with proof of Workers Compensation Insurance, and provide the City with a Certificate of Insurance naming the City as an additional insured. Said insurance shall provide limits of liability not less than $1,000,000 combined single limit bodily injury or property damage for each occurrence.

14. Miscellaneous. The square footage of each building by surface type is listed below. The breakdown of flooring types is approximately as follows:

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- Carpet floors – 7,523 S.F.
- Hard surfaced floors (LVT) – 2,680 S.F.
- Ceramic Tile Flooring (bathrooms) – 670 S.F.
- Granite Hallways – 2,635 S.F.
- 6 bathrooms

Fire Department
- Carpet floors – 2,840 S.F.
- Hard surfaced floors (LVT) – 350 S.F.
- Ceramic Tile Flooring (bathrooms) – 530 S.F.
- 2 bathrooms

Police Department
- Carpet floors – 6,405 S.F.
- Hard surfaced floors (LVT) – 2,565 S.F.
- Ceramic Tile Flooring (bathrooms) – 800 S.F.
- Granite Hallways – 2,635 S.F.
- Concrete – 550 S.F.
- 3 bathrooms, 2 locker rooms

Street and Sewer Department
- Carpet floors – 0 S.F.
- Hard surfaced floors – 900 S.F.
- 2 bathrooms

EXHIBIT A

Janitorial Duties

Janitorial services shall normally occur after the workday on Monday, Wednesday and Friday of each week with duties performed in accordance with the following schedule:

Each Visit:

- Empty waste baskets in all offices, conference rooms and staff lounges and council chambers
- Vacuum *public* carpeted areas
- Vacuum all floor runners
- Dust mop all *public* hallway areas (granite or tile) and stairways, elevator and elevator lobbies
- Clean all public service counters (marble or other materials) with mild soap and water – no polishes or waxes
- Bathrooms
    - Sweep and mop tile floors in all bathrooms
    - Clean and sanitize fixtures (stools, sinks, urinals)
    - Replace toilet paper as necessary
    - Replace hand towels as necessary
    - Replace urinal deodorizers as necessary
    - Refill hand soap as necessary
    - Empty wastebaskets
    - Clean mirrors
    - Scour and sanitize all basins. Polish bright work.
    - Remove splash marks from walls around basins
    - Report any repairs needed to proper staff
- Public Entry Ways
    - Sweep, mop, and vacuum entry areas taking care to get into corners, along edges, and beneath furniture
    - Vacuum floor runners
    - Clean glass on all entry doors including elevator lobbies

At least once weekly:

- Thoroughly dust all horizontal and vertical surfaces in offices, Council Chambers, and other *non-public* areas (desks, Council table, office furniture, copiers, window sills, office furniture and all manner of furnishings)
- Vacuum all carpeted areas in all offices, conference rooms and staff lounges
- Remove spots from carpet as necessary (complete carpet cleaning services will be requested on a periodic basis at a separate negotiated price)
- Clean dirty areas on walls as necessary

- Clean glass on all display cases
- Dust "C. Elmer Anderson" bronze statue in City Hall
- Dust mop and wet mop all *public and non-public* areas (granite or other) and stairways, elevator and elevator lobbies (mild detergent and no waxes)
- Scour and sanitize all basins. Polish bright work.
- Damp wipe counters, clean, and sanitize kitchenette areas and break rooms.

Monthly

- Wipe down entire bathroom stalls (inside and outside)
- Dust/wipe down trim in all offices (door and window frames & window sills, light switches, and doors)
- Dust pictures on walls in office areas
- Spot treat soiled carpeted areas.
- Clean interior of microwaves removing food particles and stains in kitchenette and break rooms.

Proposal Form
Request for Proposals for Cleaning Services
City of Brainerd

The undersigned hereby submits the following proposal for the monthly cost of cleaning each respective building for the City of Brainerd.

City Hall	$ 1,945.00
Fire Department	$ 390.00
Police Department	$ 1,780.00
Street and Sewer Department	$ 260.00
Total	$ 4,375.00

By: Name and Title (please print) Tyler Miller - President

Signature [signature]

Vendor Address
15377 Inglewood Dr. Butter, MN
56425

Contact (please print) Tyler Miller

Phone 218-260-7294

Fax

Email onewaycleaning17@gmail.com

Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this agreement.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required under this Agreement, shall have no contractual relationship with the City, shall not be considered employees of the City and any and all claims that may or might arise under the Unemployment Compensation Act or Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no was be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from all and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, personnel or other benefits of any kind whatsoever from the City, including without limitation, rights and benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical or hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

Company/Individual Name: One Way Cleaning - Tyler Miller

Official Address: 15377 Inglewood Dr. Baxter, MN, 56425

Signature and Title: Tyler Miller - President

Date: 6/5/2020

Worker's Compensation Certificate

I hereby certify that effective the \date of my Contract with the City of Brainerd and at all times in performance of such Contract that:

☒ I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of the State of Minnesota with the following insurance company:

AP Intego
Company Name

Jace Bardo 585-214-8564
Agent's Name, Address and Telephone Number

WC02000089-01 08/13/2019
Policy Number and Effective Date

OR

☐ I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Minnesota to obtain and maintain a policy of Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have contemporaneously made with the City of Brainerd.

_____
Date

_____
Signature of Contractor

Client References
Request for Proposal for Cleaning Services

Please list three (3) client references. It is preferred that those references are clients within the State of Minnesota. The City reserves the right to contact references other than, and/or, in addition to, those being furnished below.

1. Name: Kelly Steele (Baxter City Hall)

   Address: 13190 Memorywood Dr. Baxter, MN 56425

   Phone Number: 218-454-5108

2. Name: Jim Exsted (Baxter Police Chief)

   Address: 13190 Memorywood Dr. Baxter, MN 56425

   Phone Number: 218-454-5094

3. Name: Mark Johnson (Lake Country Toyota)

   Address: 7036 Lake Forest Rd, Baxter, MN 56425

   Phone Number: 218-454-2202

NOTICE TO PROPOSERS

JANITORIAL SERVICES FOR CITY OF BRAINERD
PROPOSALS CLOSE AT 4:00 PM, JUNE 5, 2020

Notice is hereby given that proposals will be received, opened and read aloud in the presence of the City Administrator and City Engineer, in the City Council Chambers located in the Brainerd City Hall, 501 Laurel Street, Brainerd, Minnesota, on June 5, 2020 at 4:00 PM for providing janitorial services in the following City of Brainerd Facilities:

Brainerd City Hall – 501 Laurel Street, Brainerd, MN 56401

Brainerd Fire Department – 23 Laurel Street, Brainerd, MN 56401

Brainerd Police Department – 225 East River Road, Brainerd, MN 56401

Brainerd Street and Sewer Department – 724 Thiesse Drive, Brainerd, MN 56401

Proposals for providing janitorial services shall be in conformance with the specifications for said services on file in the office of the City Administrator.

All proposals for said services shall be reviewed by City staff and referred to the Brainerd City Council for action at its regular meeting to be held on June 15, 2020.

One-on-one pre-proposal meetings, discussion and tour of City Hall, Police Department, Fire Department, and Street Department will be conducted the week of May 25, 2020. All interested vendors are encouraged to set up a meeting with the City Engineer to tour the buildings. The meeting and discussion will provide vendors with the opportunity to familiarize themselves with the facilities and ask questions to further define the scope of services intended within the specifications.

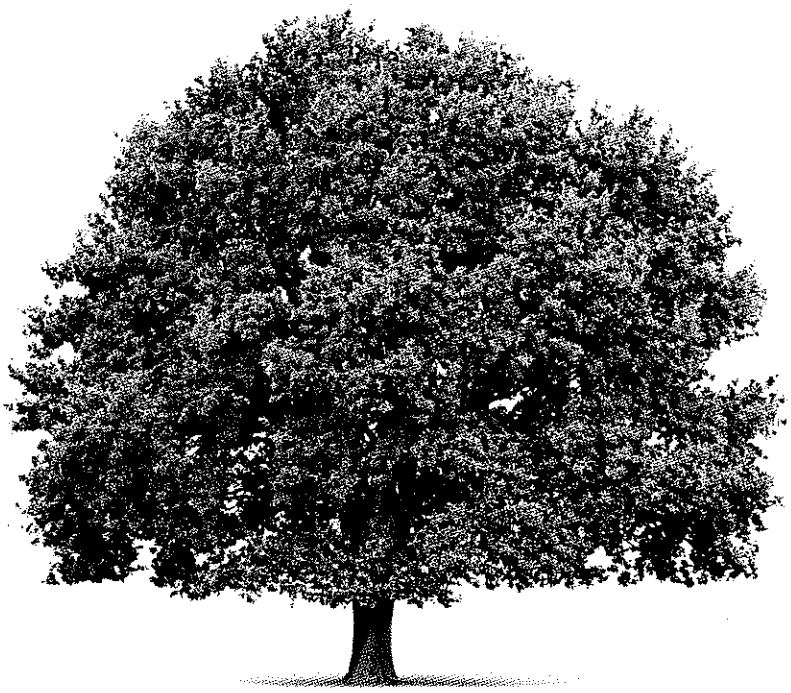
The City Council reserves the right to reject any and all proposals and to waive minor irregularities and informalities therein and further reserves the right to award the proposal in the best interest of the City.

Dated: May 6, 2020

Jennifer Bergman
City Administrator

Publish: Brainerd Dispatch May 15 and May 22, 2020

KLEEN-TECH



City of Brainerd

Janitorial Services Proposal

Cover Letter
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City of Brainerd
501 Laurel Street
Brainerd, MN 56401

June 5, 2020

Re: Request for Janitorial Services Proposal

Dear Representatives of the City of Brainerd:

Thank you for considering Kleen-Tech for Janitorial Services for the City as specified in the Request for Proposals. We appreciate your review of our proposal submission.

As detailed throughout our proposal package, we have read and understand the specifications, terms and conditions detailed in the solicitation document and have submitted the required material to be considered fully responsive. Please accept this cover letter as a brief introduction to Kleen-Tech.

Excellence is the very spirit of our values and Guiding Principles. Our Guiding Principles serve as a base of our reasoning and action, the personal code of conduct that leads us, shows the way and directs our movements from day-to-day decision-making to service delivery.

IMPACT of our People:
We know it's all about the people

DEVELOPMENT of Community:
We cherish our culture of employee development, dialogue, inclusion and fun

TEAMWORK produces Results:
We continuously develop our functional teams in a creative and transparent work environment focused on Enterprise results

Results RELY on each Other:
We can be counted on

LEAD through Greatness:
We lead through great questions, great communication and great facilitation

PLAY to Win:
We compete for no other reason and in no other way than being the best

Kleen-Tech, founded and headquartered in Denver, Colorado, is one of America's leading janitorial companies. We currently have customers located throughout the United States and nearly 1,000 employees servicing over 20 million square feet of commercial and government facilities.

We have been providing custodial services since 1993 and some of our clients include Xcel Energy in Minnesota and across the United States, Harris County, Texas, the Cities of Aurora, Colorado, Boulder, Colorado, and Longmont, Colorado. We understand the needs of government entities with multiple facilities that have unique needs and requirements. We also serve commercial clients with multiple campuses including Los Alamos National Laboratories in New Mexico, and Halliburton, Schlumberger in Texas. Kleen-Tech has a long history of success adjusting our services to better align the needs of our clients and the full line of custodial services that we provide.

We have crafted this proposal to address all of the City of Brainerd's requirements and plan to use our own proven operational approach and wage rates to ensure dedicated responsiveness to you, the citizens of Brainerd, and your

visitors. In addition to meeting all the required qualifications in the solicitation, Kleen-Tech provides the following value-added services to the City of Brainerd at no additional cost:

- Our 24 hours a day, 7 days a week, 365 days a year Mission Control Communications Center that is staffed by bilingual Kleen-Tech employees, who are located in our headquarters office, and that are available to address any City of Brainerd issue, such as: staffing, billing, quality assurance, safety, and concerns, in a timely and efficient manner.

- Our customized, Web-based Work Order system that manages and tracks communication between the City of Brainerd and Kleen-Tech ensures contract compliance by creating City of Brainerd-specific Work Orders, enables viewing/tracking of Quality Inspections, creates City of Brainerd-requested special projects, and provides reports on such topics as safety incidents, task performance, and periodic service.

- Our innovative quality program that includes City of Brainerd security, employee safety, random quality inspections, supply cost containment, employee training and development, reporting, and City of Brainerd feedback and surveys.

- Our Green Cleaning Program Policy that incorporates safer cleaning methods, less toxic cleaning products, more efficient cleaning equipment, packaging and recycled paper products that have less impact on the environment.

We commit to accomplishing the custodial services outlined in the solicitation for janitorial services at the City of Brainerd's facilities with an orientation toward, and compliance with, all safety, environmental, and aesthetic issues and requirements.

Kleen-Tech looks forward to developing a successful and longstanding partnership with the City of Brainerd through the execution of this proposal. Should you have any questions regarding our proposal, please contact Tracy White at (303) 468-6355 or TWhite@Kleen-Tech.com. We appreciate the opportunity to perform these services for you and will ensure all tasks are completed to the highest standards of quality and professionalism.

Sincerely,

Jorge Saldana
Vice President, Operations

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c. References ..... Page 26

a. Proposal Narrative

Detail proposed service conforms to the specifications and specific janitorial services performed.

Kleen-Tech's proposal reflects the necessary staff, supplies, equipment, and supervision to ensure all services are performed in accordance with Exhibit A Janitorial Duties. Our daily operations are carried out through the use and implementation of a set of standardized systems, processes, and tools, with a focus on ensuring every single employee is plugged in to these systems, processes and tools. These systems, processes, and tools – that include an in-depth training program – ensure all services are performed according to the specifications described in Exhibit A and include:

- **Site-Specific Checklists:** Kleen-Tech uses the Scope of Work provided by the City in Exhibit A to create site-specific checklists for each building, detailing the required tasks and their frequencies. These checklists are used and completed during each shift by every janitor to ensure all services are performed according to the Scope of Work. See page 2 for a sample checklist.

- **Mission Control:** Kleen-Tech's 24/7 call and support center provides customers and employees with 'round the clock support. Mission Control Dispatchers are trained to respond to requests and concerns, creating work orders, Raising the Flag, and sending pertinent information for inclusion on Weekly Leadership Meeting agendas. These processes document the various occurrences in any given day and help us to hold ourselves accountable to meet both our commitments and the needs of our Clients. Mission Control is discussed in more detail on page 6.

- **Weekly Leadership Meetings**: our leadership teams meet weekly to discuss a variety of topics. During these meetings, actions are documented, commitment dates are created and documented, allowing our teams to maintain transparency and to hold themselves and each other accountable to their commitments. Please refer to page10 for more information about our Weekly Leadership Meetings and why they are crucial to delivering high-quality, consistent services.

- **SHARP Work Order System:** through this system we document and track all work tasks due and complete. Mission Control Dispatchers review open and upcoming Work Orders with Leads and Supervisors on their Daily Calls. Please see page 7 for more information about the SHARP Work Order System and its benefits.

- **Raise the Flag Incident Reporting System:** when a standard is in jeopardy or an issue arises, it is documented and our team acts immediately to resolve issues and ensure we have taken steps to prevent recurrence. Through this system we achieve our commitment to transparency and continuous improvement. The Raise the Flag system is discussed in detail on page 9.

- **Monthly Customer Survey:** each month we ask our customers to score our services for the prior month on a 10 to 1 scale and provide the top improvement we can make to improve our score the following month. This 1 minute survey facilitates ongoing improvement and customer satisfaction. Please refer to page 10 for more information about our Monthly Customer Survey.

- **Quality Assurance Inspections:** we routinely document quality control inspections and their results. Our Quality Control App for smartphones automatically creates Work Orders for any identified deficiencies and Raise the Flag reports for scores below our standard, ensuring the proper follow up and escalation of any issue. Please see page 11 for a detailed discussion of Kleen-Tech's Quality Assurance Program.

We know these systems, processes, and tools are most effective when our employees are plugged in and have embraced our company culture. Therefore, we actively work to plug all employees in to our systems, processes, tools, and culture. We do this through a robust and continuous training program, and a commitment to transparency and communication with – as well as the development of – our employees. Our commitment to plugging our employees in to our systems, processes, and tools is achieved through Plugged In Scorecards, wherein each month

all Leads, Supervisors, Managers, and Directors complete a scorecard, scoring themselves on how plugged in they were the prior month. Their supervisor then adds a supervisor score to the scorecard, which is reviewed between the employee and their supervisor. These reviews provide employees with valuable insight into their performance, areas of improvement, and areas in which they excel. They also serve as a way for employees and their supervisors to gauge areas that need improvement and conduct additional trainings to develop those skillsets in the employee.

Service Support Philosophy/Concept of Operations

Kleen-Tech's overall service and support philosophy is one of centralized command and control with decentralized execution authority. This philosophy is the thread that runs throughout our operations organizations and the key benefit for our customers is that there is a single point-of-contact for your contract, supported by a designated management representative for each day, each shift, and each building — who is then supported with specialty management personnel in key operational functions.

This management structure allows a dramatically different operating philosophy from our competitors, and it drives accountability and authority down to the lowest levels in the organization, while maintaining responsibility at the top levels of the organization.

Kleen-Tech manages the quality of the services we deliver to you with a trained, accountable workforce and specialized systems to ensure continuous improvement in all we do. Kleen-Tech's proven cleaning methodology encompasses our plan to provide supervision, training, and employee management, customer relations, quality control and assurance, and a team-building environment for our operations in support of the City of Brainerd.

Administrative Support Functions

Kleen-Tech's corporate office provides our customers and Kleen-Tech team members support in the following areas:

- Accounting
- Finance
- Payroll
- Administration
- Quality
- Human Resources
- Safety & Health Training
- Information Technology
- Business Development

This approach allows Kleen-Tech to provide all the services the City of Brainerd requires, without the need for outsourcing or subcontracting with other providers. We bring you peace of mind. Knowing your janitorial services are handled professionally, promptly, and properly, only by Kleen-Tech, is one of the reasons why we continue to grow and expand, even in today's challenging business climate.

In the following sections, we detail the numerous support systems that ensure your service is provided correctly, safely, and on-time. We also explain the systems we have in place to ensure your scope of work requirements are completed to the highest standards and to proactively address issues before they are allowed to escalate into problems.

Site-Specific Checklists

Kleen-Tech creates a checklist for each City of Brainerd facility that details the required cleaning tasks and is used by custodial staff during each shift to ensure all services are performed according to the City's requirements. Below is a sample checklist for the City of Brainerd's City Hall, which is customized within two weeks of our first day of work for each location based on the specific requirements and features of each facility.

City of Brainerd City Hall
501 Laurel Street

Custodial Maintenance Task and Frequency Checklist - 3 days/week

If at any time tasks are not able to be completed per the scheduled checklist please contact Mission Control at 1-866-385-0672. Failure to notify Mission Control of uncompleted task may result in disciplinary action. Report any facility issues and items in need of repair to Mission Control.

Please place an X in the boxes in the columns to the right of each task to show completion each day. The frequency for each task is listed in the columns on the left - completion must match frequency. Please sign and date at the bottom.		**MON**	**TUES**	**WEDS**	**THURS**	**FRI**
ALL COMMON AREAS						
DAILY	Vacuum all carpeted floors					
DAILY	Vacuum all floor runners					
DAILY	Dust mop hallways					
DAILY	Dust mop stairways					
DAILY	Dust mop elevator and elevator lobby					
DAILY	Clean all service counters with mild soap and water. DO NOT use polish or wax!					
DAILY	Sweep, mop, and vacuum entry - be sure to get into corners, along edges, and under furniture					
DAILY	Clean glass on all entry doors, including elevator lobbies					
WEEKLY	Scour and sanitize all basins					
WEEKLY	Polish bright work					
WEEKLY	Damp wipe counters clean					
WEEKLY	Check walls for dirty spots and scuffs, clean as needed					
WEEKLY	Clean glass on all display cases					
WEEKLY	Dust C. Elmer Anderson bronze statue					
WEEKLY	Spot clean carpet					
WEEKLY	Dust mop and wet mop all hard floors using a mild, approved detergent. DO NOT use wax					
Offices, Conference Rooms, Staff Lounges, and Council Chambers						
DAILY	Empty waste baskets, replacing liners as needed					

DAILY	Vacuum all floor runners				
WEEKLY	Scour and sanitize all basins				
WEEKLY	Polish bright work				
WEEKLY	Damp wipe counters clean				
WEEKLY	Sanitize kitchen areas and break rooms				
WEEKLY	Thoroughly dust all horizontal and vertical surfaces: desks, Council table, office furniture, copiers, windowsills, office furniture and all furnishings				
WEEKLY	Check walls for dirty spots and scuffs, clean as needed				
WEEKLY	Clean glass on all display cases				
WEEKLY	Vacuum all carpeted areas				
WEEKLY	Spot clean carpet				
WEEKLY	Dust mop and wet mop all hard floors using a mild, approved detergent. DO NOT use wax				
Restrooms					
DAILY	Sweep and mop tile floors				
DAILY	Clean and sanitize fixtures (stools, sinks, urinals, dispensers)				
DAILY	Restock toilet paper as needed				
DAILY	Restock paper towels as needed				
DAILY	Restock hand soap as needed				
DAILY	Replace urinal deodorizers as needed				
DAILY	Empty wastebaskets and replace liners as needed				
DAILY	Clean mirrors				
DAILY	Scour and sanitize all basins				
DAILY	Polish all bright work				
DAILY	Remove splash marks from walls around basins				

DAILY	Report any repairs needed to Mission Control (Mission Control to immediately report to authorized customer representative)	
WEEKLY	Check walls for dirty spots and scuffs, clean as needed	
WEEKLY	Dust mop and wet mop all hard floors using a mild, approved detergent. DO NOT use wax	
PERIODICS		
MONTHLY	Wipe down bathroom stalls (interior and exterior) thoroughly and completely	
MONTHLY	Dust and wipe down trim in all offices to include door and window frames, windowsills, light switches, and doors	
MONTHLY	Dust pictures on walls in office areas	
MONTHLY	Spot treat any soiled carpet areas	
MONTHLY	Clean interior of microwaves in kitchenette and break rooms. Be sure all food particles and stains are removed	

Mission Control

Kleen-Tech provides a toll-free, 24 hours a day, 7 days a week, 365 days a year communications center known as Mission Control. Mission Control enables our customers and employees to contact Kleen-Tech at any time, and for any reason. Our Mission Control Communications Center sets us apart from our competition. Few other janitorial providers offer this sophisticated communications center approach, instead using outsourced labor, pager systems, or a call back services. With Kleen-Tech's Mission Control Communications Center, you speak with a live Kleen-Tech employee every time.

Mission Control is a dedicated, in-house department to assist our customers and employees with issues and work requests, and to perform as the central conduit for corporate support and Supervisor reporting and accountability. The City of Brainerd and Kleen-Tech employees can call a toll free number where a Kleen-Tech employee facilitates resolution of any issue 24 hours a day, 7 days a week. All Mission Control Dispatch Specialists are bilingual and are located in our headquarters office in Denver, Colorado.

One of the primary benefits of Mission Control is the handling of errors and omissions in a manner that ensures timely response, quick resolution, and an analysis to identify root causes and methods to prevent recurrence. As a result, Kleen-Tech better serves all of our customers and employees by facilitating all communications through Mission Control.

We encourage our customers and require our employees to use Mission Control via phone, fax, or email to:

- ✓ Report an incident
- ✓ Report controllable and uncontrollable cleaning issues
- ✓ Report emergencies (flood, security, injury, vehicle accident, etc.)
- ✓ Report a customer request/issue/concern/complaint
- ✓ Report staffing vacancies and request/obtain backup staff
- ✓ Order supplies
- ✓ Request uniforms
- ✓ Obtain equipment repair
- ✓ Acquire general information
- ✓ Request Payroll, Information Technology, Human Resources, and Executive Assistance
- ✓ Request additional cleaning or customer services
- ✓ Mobilize supplemental resources in response to an emergency

How Does Mission Control Work?

Mission Control facilitates a "what-by-when" approach.

This approach assists Kleen-Tech employees in making commitments (specifically what, by specifically when), and in following up on those commitments to ensure they are met.

Mission Control tracks deadlines and escalates task requests.

When deadlines are in jeopardy of being compromised, Mission Control ensures the proper visibility for issue owners and other stakeholders and that follow-up procedures are taken. Mission Control aids in ensuring issues are resolved timely and efficiently.

Mission Control escalates issues that are not resolved.

Per agreed upon dates/commitments to Kleen-Tech's Quality Department, Mission Control escalates unresolved issues through a Raise The Flag quality improvement report, immediately gaining Executive and Quality Department visibility.

Kleen-Tech Mission Control's Purpose

1. **Transfer vital operational and non-operational information to and from:**
   - ☒ Our customers
   - ☒ Management/Supervisory Teams
   - ☒ Employees
   - ☒ Corporate Support Elements
2. **Provide visibility of information to facilitate the best utilization of resources**

→

Primary Benefits for Kleen-Tech Customers

- ☒ Handling of errors and ommissions in a manner that ensures timely response, quick resolution and an analysis to identify root causes and methods to prevent recurrence.
- ☒ Kleen-Tech best serves all our customers, corporate functions, and employees by facilitating all communications through Mission Control.

Mission Control brings value to our clients in the following ways:

- **Daily Calls**—Mission Control Dispatch Specialists have daily contact with all project management staff to follow up on existing actions related to their areas of responsibility, to pre-determine upcoming or hidden issues that occur on the work sites, and to report to Operations via a Work Order or quality report. These daily calls assist in providing visibility of the overall health and status of each of our operating locations. The Project Manager and his/her staff are recognized for their accomplishments, as well as critiqued to identify improvement initiatives.

- **24/7 Telephone Coverage**—Our customers or our employees can reach a live Kleen-Tech Mission Control Dispatch Specialist to assist with any issue around-the-clock. Kleen-Tech also supplies our customers with a Mission Control e-mail address, where electronic correspondence is facilitated in a manner similar to phone conversations.

- **Escalation of Urgent Matters**—Mission Control follows an escalation process that involves three levels of support at every site, in addition to our corporate offices. When the Mission Control Dispatch Specialist cannot resolve a customer or employee issue directly, he/she immediately escalates the matter to someone who can.

- **Training on Kleen-Tech Applications**—Mission Control Dispatch Specialists are well-trained and access Kleen-Tech applications, including our payroll database, employee contact listings, electronic document management systems, and more. This access and training provides the Mission Control Dispatch Specialist with the ability to resolve issues immediately, or to pass along information to the designated authority.

- **Toll-Free Numbers**—Mission Control employs a series of toll-free numbers, with caller ID, connecting to our Communications Center. This feature allows the Mission Control Dispatch Specialist to prepare for the call before it is answered.

- **Bilingual Staff**—Our Mission Controls Dispatchers are fluent in English and Spanish.

- **Work Order Tracking**—Our Mission Control staff utilizes the SHARP Work Order system to schedule and track work orders.

SHARP Work Order System

To enhance customer service and quality, Kleen-Tech offers a customized, Web-based Work Order software program, the SHARP Work Order System, to manage and track communication among our customers, the custodial

staff and supervisors, and Kleen-Tech's support departments such as the Mission Control Communications Center and our executive leadership team.

Our Work Order system ensures adherence to budgets, quality, safety, and task schedules. This system gives our Supervisors a window through which to see the progress of Work Orders and any associated issues provides the opportunity to correct any quality, budget, safety, or scheduling problem as soon as it occurs. Kleen-Tech customers can also view management reports addressing each of these operational priorities.

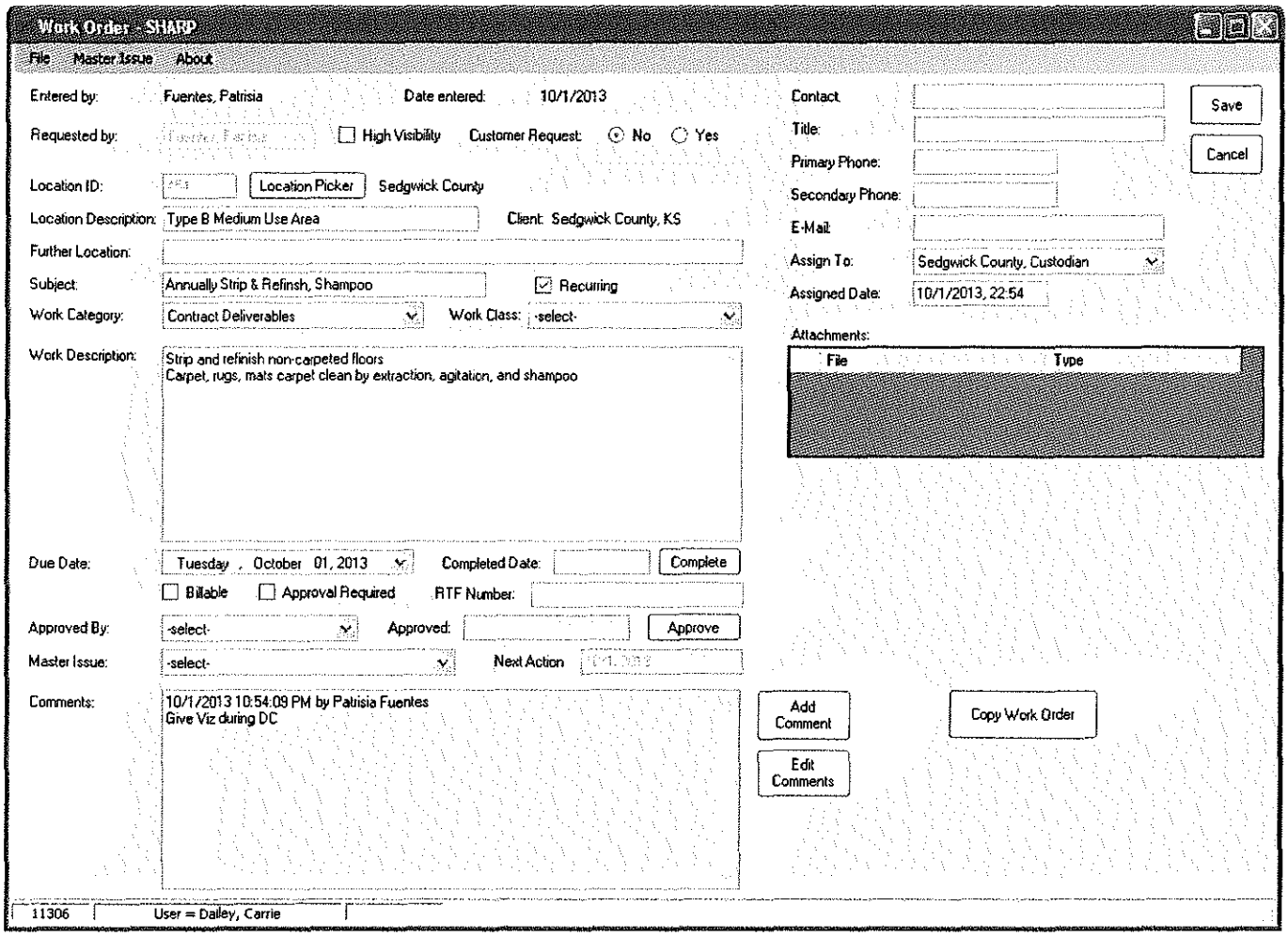
The SHARP Work Order System schedules and documents any task that is needed at your facilities that is outside of the routine, daily service you receive. With this Work Order system, the City of Brainerd and Kleen-Tech employees can easily log in to submit and track Work Orders, send messages to employees, and view/track Quality Inspections.

During phase-in and in the first days of our new contract with the City of Brainerd, Kleen-Tech creates job templates from which data can be input and customer reports generated. We work with the City of Brainerd during the phase-in process to determine how best to tailor these schedules to best meet your requirements.

Some of the features of the SHARP Work Order system include:

- Customers can submit a request directly to Kleen-Tech from any computer
- Work order request notifies all accountable Kleen-Tech personnel
- Kleen-Tech can send immediate responses to customer's work order requests
- Customers and Kleen-Tech can track requests, response time, and resolution
- Conduct customer surveys
- Perform time tracking
- Keep track of supplies, supply orders, inventory, and purchasing history
- Track custodial assets
- Access the entire message history
- View the services Kleen-Tech is contracted to perform
- Easily compile graphics detailing Kleen-Tech's performance

SHARP Work Order System Screenshot



Raise The Flag (RTF)

Our Raise The Flag incident management system is a key system contributing to our Quality Program. It helps to ensure each of our customers receives the best service and customized solutions, along with continuous innovation to meet and solve new challenges as they come about during the duration of the contact.

The RTF program has many advantages to our customers and Kleen-Tech, which include:

- Provides all customers and employees with a mechanism for reporting incidents or complaints
- Allows for timely documentation and storage of incidents, which in turn contributes to timely and thorough follow-up, and improved customer service
- Gives Kleen-Tech's executive leadership team a timely visibility of incidents
- Ensures the appropriate Kleen-Tech departments receive timely notification of incidents
- Provides for immediate short-term solutions to incidents, while simultaneously analyzing data to create long-term, permanent solutions
- Tracks and measures the types of incidents that occur, to aid in identifying systemic trends

Raise the Flag System Screenshot

Raise the Flag Quality Improvement Report		
RTF #1538		
Deficiency or incident occurred:	Date:	Time:
Deficiency or incident reported:	Date:	Time:
Reported by:	Area:	Location:
Was there an injury?	○ Yes ○ No	
Is this in relation to a Standardized Process, or a need for one?		
Brief description of new Standardized Process:		
Category:		
Who was present or involved?		
What happened? What steps have you already taken?		
What are the next steps, and to whom are they assigned?	Action:	Due Date:
	Action:	Due Date:
What is the root cause of this incident?		
Identify any applicable standards, how you have advocated for those standards and how you have realigned your resources to meet those standards:		
How are we going to prevent this from happening again?		

Kleen-Tech Customer Survey

At Kleen-Tech, we are always looking for ways to improve our services to the benefit of our customers. To achieve our commitment to continuous improvement, we actively solicit feedback from each customer on a monthly basis using a web-based survey. This survey allows our customers to score Kleen-Tech's services for the prior month on a 10 to 1 scale and asks our customers to provide feedback on improvements that we can make to get our rating to the next higher score the following month. In addition, we always provide room for additional comments and improvement opportunities.

When we receive survey feedback our teams create Work Orders to address improvement opportunities provided. These Work Orders are one-time or recurring and are reviewed with Operations teams until complete or on a recurring basis as a reminder. When we receive survey feedback with a score of 7 or lower, and/or when the feedback indicates one of our standards is in jeopardy, a Raise the Flag incident report is created. This incident report provides visibility of the issue to the highest levels of our organization and requires that actions are taken to immediately correct the issue, identify the root cause of the issue, and implement measures to prevent issue recurrence. In line with our commitment to transparency, we always close the loop with our customer, so they are aware of the actions we have taken to address their feedback.

We greatly value the feedback we receive each month and are proud of our average score of 8.2 for the last year. This feature has added great value for our customers and our organization, generating lasting, positive change for our customers, our overall level of service, and our processes.

Weekly Leadership Meetings

And finally, our Weekly Leadership Meetings, where insights gained and actions taken through the various systems, processes, and tools we have outlined above all come together through metrics, information, and most importantly

actions that are reviewed by Kleen-Tech's operations teams on a weekly basis. These meetings provide a regular opportunity for our field employees to converse and collaborate with Operations Leadership and support staff from our corporate office, often resulting in new ideas and Enterprise-wide development, innovation, and improvement. Our people work hard, which means they are always busy, yet each person always has time for their Weekly Leadership Meeting, as it is a valuable tool where we see real, tangible results.

Every Weekly Leadership Meeting is structured around a standard agenda, with minutes taken by an assigned Administrator. This allows our teams to create actions and commitments, which are documented and followed-up on from creation through completion. Topics of discussion in our Weekly Leadership Meetings include customer satisfaction, results of our scheduled Quality Control inspections, completion of scheduled and requested work orders, reviews of employee performance, tracking of employee training, and analysis of other metrics and key performance indicators.

The discussions and data reviews that take place during our Weekly Leadership Meetings allow our teams to monitor our overall performance and ensure we are exceeding customer expectations, as well as meeting the scope of work at our various customer locations. We also work any issues reported through our proprietary Raise the Flag system, ensuring we provide timely solutions that eliminate recurrence of issues.

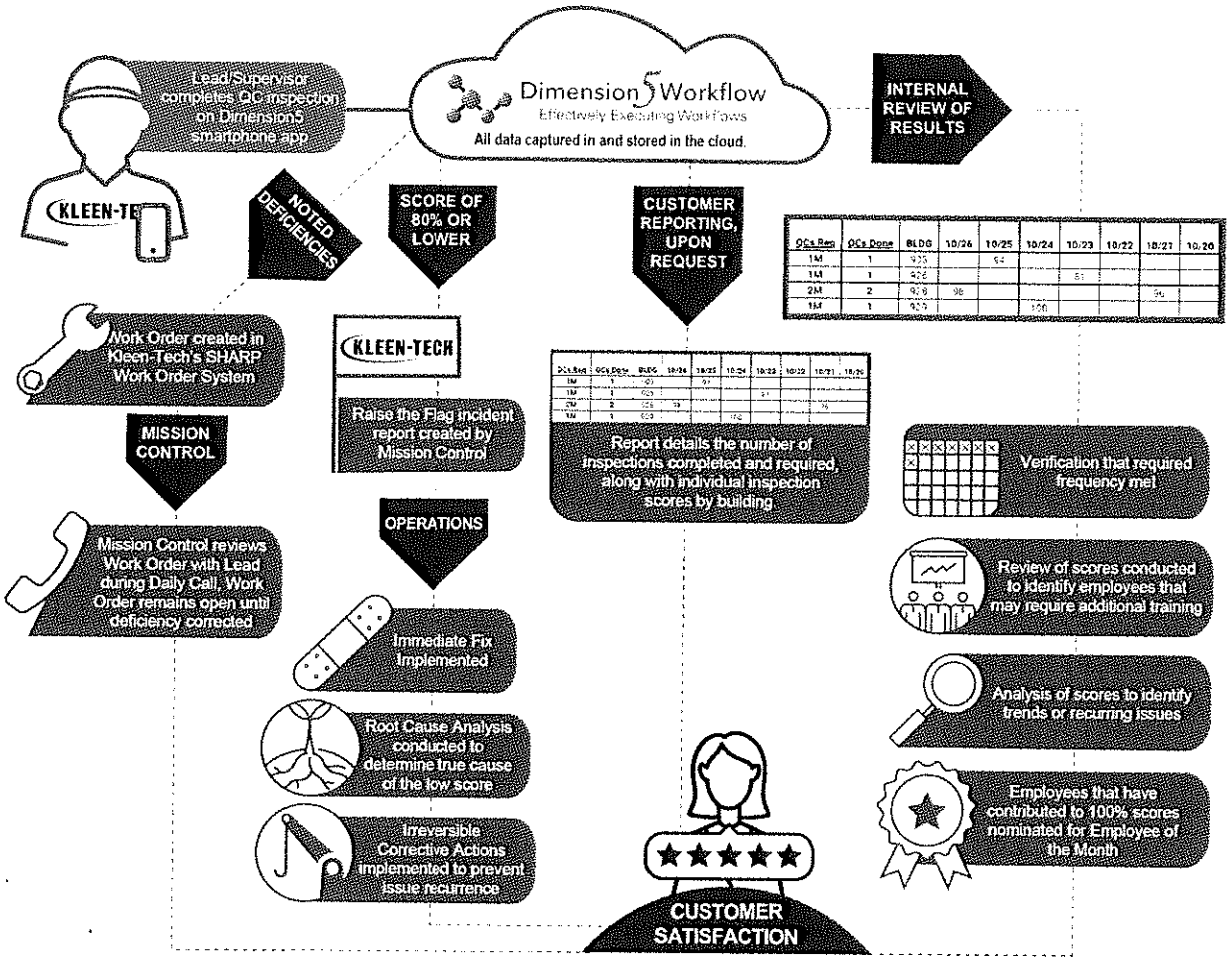
What does this mean to our Customers? It means they can rest assured we do what we say we'll do, when we say we'll do it. We take accountability very seriously, and our Weekly Leadership Meetings facilitate not only accountability in our daily operations, but they also provide for transparency of all commitments and collaboration across departments.

Kleen-Tech Quality

Kleen-Tech ensures the quality of our products and services through the implementation of our Quality Program. This program provides the tools and actions necessary to provide confidence that your scope of work requirements are being met and that you are receiving superior performance and cleanliness. The key features of Kleen-Tech's Quality Program are:

- Monthly report of Quality Inspection scores provided to the City of Brainerd
- Sophisticated reporting system facilitates tracking of completed inspections to ensure your facilities are inspected according to the identified schedule
- Quality inspections are completed via smartphone app to allow for real-time reporting of results
- Immediate creation of work orders to address any identified deficiencies
- A score of 80% or lower results in the automatic creation of a Raise the Flag incident report
- Kleen-Tech's proven Quality Inspection questionnaire is used to perform all inspections

The image below illustrates Kleen-Tech's Quality Program. The pages that follow contain a detailed description of each feature of this innovative program.

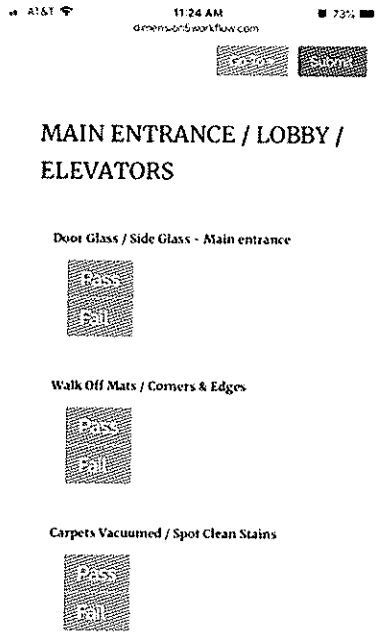


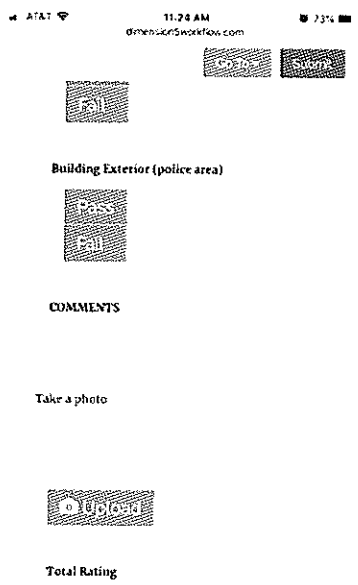
Quality Inspection Process

Quality Inspections are the backbone of Kleen-Tech's Quality Program. Our Quality Program establishes one Kleen-Tech employee as the Quality Representative (QR) in each work area and on each shift. Although a crew of several employees may perform differing custodial services within a particular work area, one employee is designated as the QR for each area. This individual is accountable and responsible for the total quality and customer satisfaction of that particular area.

1. Work is completed by Kleen-Tech crew members in their assigned area(s)
2. The QR performs a Quality Inspection in his/her area, documenting results and making corrections during the inspection
3. The Supervisor conducts routine Quality Inspections in each area/building/facility, documents the results, and performs retraining when necessary
4. The Operations Manager conducts regular Quality Inspections in all areas/buildings/facilities, discusses results with Supervisors and crew members, and retrains staff as necessary
5. The Director of Operations and the Quality Manager conduct routine random inspections in those areas where escalated deficiencies have occurred

The screenshots below display portions of Kleen-Tech's interactive Quality Inspection questionnaire. The questionnaire requires users to input a score for each area and aspect of the facility they are inspecting, provide comments to detail any identified deficiencies, take a photo of an area or item and upload it to the inspection form, and create a Work Order based on the results of the inspection.





Reporting

Kleen-Tech's commitment to quality is a vital feature of our operations, and we regularly compile and review Quality inspection results. A Quality Inspection schedule is created for your facilities, identifying the required number of inspections to be performed by location or area. This standard is developed using Kleen-Tech's proven methodology. This system is highly adaptable, and all aspects of the Quality Program are adjusted to accommodate changes in facility needs.

The Quality report details the required number of inspections for each location, the total number of inspections completed, and the score for each facility by day.

# Req	Done	Building	10/11	10/10	10/9	10/8
1M	2	903				81
1M	1	926				94
1M	1	928			96	
1M	1	929		98		
1M	1	940			84	
1M	1	941		96		
1M	1	942		89		
1M	1	943	100			
1M	1	955	96			
1M	1	956	100			

Quality inspection results are used along with customer feedback to determine:

- When a process is continuing to work and therefore needs no action
- When further employee training is required to ensure adherence to the process
- Which action(s) should be taken to correct a process that is not working

Our system tracks the location, user, date and time the inspection started, how long the inspection took, and percentage of the review that is complete. Since the Quality review process is being tracked and uploaded in real-time, Kleen-Tech's Supervisors have immediate visibility of low scores and incomplete inspections. This system also allows us to pick up on trends and correct issues proactively.

The screenshot below, taken from Kleen-Tech's Quality app, shows recent inspections with the facility name, name of the employee that completed the inspection, the time used to complete the inspection, and the percentage of the inspection form that was completed.

All Submissions

Location	User	Time Started	Time to Complete	% Complete	View Answers
956	livermorelead	Oct. 11, 2018, 1:05 p.m.	0:01:48	91%	
9611	livermorelead	Oct. 11, 2018, 1 p.m.	0:03:51	91%	
955	livermorelead	Oct. 11, 2018, 12:12 p.m.	0:08:39	96%	
943	livermorelead	Oct. 11, 2018, 11:59 a.m.	0:02:38	92%	
942	livermorelead	Oct. 10, 2018, 1:41 p.m.	0:14:59	91%	
941	livermorelead	Oct. 10, 2018, 1:30 p.m.	0:10:33	95%	
929	livermorelead	Oct. 10, 2018, 10:48 a.m.	0:06:10	89%	

Quality Inspection Work Orders
This system interacts seamlessly with Kleen-Tech's SHARP Work Order System. The identification of a deficiency within a facility automatically triggers the creation of a Work Order using Kleen-Tech's SHARP Work Order system (refer to page 7 for more information on the SHARP Work Order System). The Work Order is reviewed in the facility Lead's next Daily Call with Kleen-Tech Mission Control, and may only be closed upon notification that the deficiency has been resolved.

Quality Inspection Raise the Flag (RTF) Reports
When a Quality inspection score is 80% or lower, the system automatically triggers the creation of a Raise the Flag incident report. Once this report has been triggered, a notification is sent to Kleen-Tech's Enterprise Leadership Team as well as the operational supervisors responsible for services at the City of Brainerd's facilities, providing visibility of the low score to all stakeholders. This report requires that we identify and implement an immediate fix (our short-term solution designed to prevent deficiencies from affecting current work performance).

The Operations Leader then facilitates a Quality Escalation Meeting with stakeholders where a root cause analysis is conducted and long-term preventive measures and an aggressive and realistic corrective action plan are documented. Sufficient resources are assembled to complete the job satisfactorily, and actions are documented via the RTF system and are taken according to established schedules and plans. The Corrective Action Plan is executed and reviewed until all actions are completed and quality service is fully to standard. Preventive action involves determining the exact cause of the deficiency (e.g., lack of training, inadequate tools/materials, improper procedures/processes, etc.) and making a positive change to correct and prevent the issue from recurring.

Please refer to page 9 to learn more about Kleen-Tech's innovative Raise the Flag system.

Achieving and Maintaining Quality
Kleen-Tech achieves and maintains quality through these proven systems, all of which are designed to ensure our customers are satisfied with the cleaning service they are receiving. Our quality program has been developed, refined, and evolved throughout our 25+ year history of successful business operations during which our managers and employees have developed and refined best practices that work for our customers.

Kleen-Tech Employee Training

Kleen-Tech believes that employees benefit from being provided an environment that is healthy and safe. We have a strong commitment to our Training Program for our employees. Kleen-Tech strives to make every employee's first day on the job a positive and memorable learning experience–and Kleen-Tech believes the first day "sets the pace" for future performance. Training is continuous and **does not end** once an employee has successfully completed orientation and the initial probationary period. Afterwards, employees receive regular training in all work areas to update and enhance their knowledge and improve their skills.

In addition to the intensive, initial two-week training period outlined below, Kleen-Tech employees are required to attend regular, monthly safety training sessions.

New Hire Paperwork
- Completed application
- W-4 and 1-9 forms
- Copies of two forms of identification
- Photo identification badge
- Name/phone for two previous employers
- Name/phone for one personal reference
- Job description review

Badges and Security
- Application for badge
- When/where to wear badges
- Replacement procedure for lost badges
- Levels of training and recognition

Supervision Communications
- Corporate/project communication
- Proper payroll procedures
- Workers Compensation
- Benefits
- Reporting requirements
- Customer contact procedures

Site-Specific Work Area Familiarization
- Work Schedule/Areas of responsibility
- QCR program
- Hazard identification/mitigation
- Emergency evacuation

Introduction
- Mission Control introduction
- Necessary equipment and uniform assignment
- Security requirements of building
- Property Tour
- Introduction of assigned area
- Introduction to building manager
- Training on cleaning standards and specifics for the location
- Task deadlines

Cleaning Tools/Proper Use of:
- Vacuums
- Brute barrels, buckets/wringers
- Burnishers and buffers
- Tilt buckets
- Carpet extractors

SDS
- Chemicals/compatibility with other chemicals
- Health hazards/symptoms of overexposure
- Spills/leaks/flammability
- Location

Accident Prevention/Reporting
- Reporting procedures and responsibility in prevention
- Policies, responsibility, and compliance
- Correction of unsafe/unhealthful conditions
- Employee/Supervisor requirements
- Workers Compensation requirements

Kleen-Tech Goals and Mission Statement
- General safety rules
- Accident/emergency procedures
- Health and safety risks

Wage and Benefit Schedule/Time Cards/Reporting Hours
- Schedules and pay dates
- Timekeeping
- Correct reporting procedures

Kleen-Tech Policies and Procedures/Training
- Standard precautions and exposure control
- Hazard communications/blood borne pathogens
- Ladders/ general safety
- Job classifications sensitive to exposure
- Chemical spill clean-ups
- Provision/location of PPE/supplies
- Lockout/tag-out/electrical safety
- Back injury prevention/lifting

Quarterly Group Training Schedule
- Proper lifting
- Carpet/spot cleaning techniques
- Wall washing/spot removal techniques
- Person hygiene expectations

In addition to New Hire Orientation, which is completed at our on-site location or at designated meeting location, all employee training is completed on-site with hands-on approach to all of our training sessions. Most of our training

classes are thirty minutes before or after the employee schedule shift while some are conducted during the shift to include the more hands-on team approach.

Supervisor Training
In addition to our training summarized above, Kleen-Tech supervisors receive more extensive administrative training, to include the topics below. This training occurs during the first two months the employee is positioned in the supervisor role. Additionally, Kleen-Tech Operations/Training teams hold, at a minimum, semi-annual supervisor refresher training to update supervisors on any new/revised company policies and procedures as well as leadership training.

- Rules and Standards
- Transparency
- Hiring Process
- Injury Process
- Supervision Part II
- Motivating Your Crew
- Budgets
- Equipment Training
- Issuing Expectation Clarifications
- Harassment/Discrimination Policies
- Performance Appraisals
- Safety Program
- Communication
- Mission Control
- Benefits Overview
- Chemical/Supply Training
- E-Separations
- Recruitment Process
- Providing Feedback
- Supervision Part I
- Leading Your Team
- Scheduling Employees
- Company Policies/Procedures
- Customer Service

All training sessions are documented via an Employee Training Roster and data-entered into our Enterprise-wide Company Training Information System. This allows us to pull reports via employee, location, topic, or date range. Additionally, we can provide Training Certificates as verification of training sessions conducted, upon request. Kleen-Tech's Employee Training programs place a strong focus on safety. A few of the topics are highlighted below.

Employee Orientation Program

Introduction	Each employee's first day with Kleen-Tech sets the tone for learning and quality work. New hire paperwork is important and ensures each employee is fully informed and understands: application, position acceptance form, new hire form, W-4, payment options, 1-9 forms, and photo identification badge. Once the paperwork is completed and understood, we review: job description, Kleen-Tech rules and established standards, uniform requirements, necessary equipment and uniform assignment, Mission Control introduction, employee benefits, Kleen-Tech's Guiding Principles, our regular safety trainings and release of Motor Vehicle Records (for authorized drivers).
Wage and Benefit Schedule/Time Cards/Reporting Hours	We teach new employees about schedules and pay dates, timekeeping and correct reporting procedures.
Site-Specific Information and Work Area Familiarization	The employee's first day onsite is also an important day. Kleen-Tech supervisors review with the new hire the following regarding the site-specifics: security requirements of the building, property tour, introduction of assigned area, introduction to building manager, training on cleaning standards and specifics for the location, task deadlines, work schedule/areas of responsibility, the Quality Control Program, hazard identification/mitigation, and emergency evacuation.
Badges and Security	Employees are instructed when/where to wear badges, replacement procedure for lost badges, and review levels of training and recognition.

Safety	Kleen-Tech supervisors review general safety rules, accident and emergency procedures, employee on-the-job injury reporting processes, and health and safety risks.
Kleen-Tech Procedures	Employees learn correct corporate/project communication, proper payroll procedures, Workers Compensation, reporting requirements, and customer contact procedures.
Cleaning Tools	A review of Kleen-Tech's basic cleaning processes and the proper use of vacuums, brute barrels, buckets/wringers, burnishers and buffers, tilt buckets, and carpet extractors.
SDS	Employees learn the basics of the Safety Data Sheet and how to read them, chemicals/compatibility with other chemicals, health hazards/symptoms of overexposure, spills/leaks/flammability and location.
Supervisor Communication	Supervisors review with employees each of the reporting procedures and responsibilities in prevention, policies, compliance, correction of unsafe/unhealthful conditions, employee/supervisor requirements, and Workers Compensation requirements.
Additional Trainings	In addition to regular safety trainings, additional policies and procedures in which Kleen-Tech employees receive training include: standard precautions and exposure control, hazard communications, ladders/general safety, job classifications sensitive to exposure, chemical spill clean-ups, provision/location of PPE/supplies, lockout/tag-out/electrical safety, and back injury prevention/lifting. Inform our employees of the Quarterly Group Trainings including: proper lifting, carpet/spot cleaning techniques, wall washing/spot removal techniques, person hygiene expectations.

Workplace Safety Training Overview

Safety Is Our Priority	Kleen-Tech employees learn the importance of safety on the job as the number one priority. This concept is continually reinforced in regular meetings, trainings, as well as on-the-job.
Building Security and Safety	Kleen-Tech trains our employees in security and safety inside the building, including disarming alarms (as directed by our customers), keeping keys on their person or stored properly as directed by our customers, locking all doors, and arming alarms when leaving the building.
Proper Lifting	Kleen-Tech employees learn how to safely lift heavy items, unload equipment safely from a truck or van, and carrying heavy items from place-to-place.
Prevention of Slips and Falls	Our employees are taught safety while cleaning wet floors, as well as safety during winter months when snow or ice may be present, plus safe maneuvering up and down stairs while cleaning or carrying items.
Proper Use of Ladders and Footstools	We review the uses of ladders and footstools, also covering the importance of using an equipment belt while on a ladder or footstool.

Electrical Safety	Kleen-Tech employees are trained in the proper identification of potential electrical problems with equipment, proper electrical cord handling, and communication with a supervisor for maintenance or emergencies.
Use Chemicals With Care	We train our employees on the proper mixing of chemicals per manufacturer specifications, proper protective material, and what to do in case of a spill.
Careful Trash Removal	Kleen-Tech employees are instructed on how to properly and safely remove trash bags from containers, in addition to proper handling of the trash on the way to the designated disposal site.
Driving Rules	Kleen-Tech's Employee Training Program emphasizes the essentials of safe driving, from obeying traffic laws, to mandatory seatbelt use, to avoidance of cell phone use while driving.
Drugs and Alcohol	We ensure our employees understand our zero tolerance policy towards using substances at the workplace and the employment consequences, as well as the safety risks of being under the influence of drugs or alcohol while at work, and how to notify a supervisor if someone is suspected of being under the influence.
Emergencies	Kleen-Tech employees are trained (and such training is continually reinforced) to know what to do if an emergency or accident occurs, and in the case of a fire, how to properly use a fire extinguisher.
Reporting Hazards and Unsafe Conditions	A key element in Kleen-Tech's Safety Training program is to ensure a thorough understanding that it is every employee's responsibility to be on the lookout for possible hazards and unsafe conditions at all times. We train employees on the Compliance with the OSHA Hazard Communication Standard title 29 Code of the Federal Regulations 1910.1200, explaining container labeling, safety data sheets, employee information and training, hazardous non-routine tasks, and a Hazard Communication Test.

Green Cleaning Training

Introduction	Kleen-Tech Employee Green Cleaning training first identifies our purposes and goals for our Green Cleaning Program, discussing the benefits and basic techniques. Employees learn the importance of and how to document the Green Cleaning Processes to ensure compliance at every level.
Compliance	We provide our employees with a list of personnel and management responsible for oversight of the program, general information on the program, out processes and guidelines, required appearance level, and facility characterization.
Training	Employees learn how to ensure quality in our custodial service, utilizing standardized green products and practices and conducting periodic Quality Control Inspections in accordance with APPA Custodial Staffing Guidelines to determine facility appearance.
Reporting	Employees are instructed on how and why to develop Green Cleaning Program reports.

Products	Kleen-Tech provides our employees with general information on green cleaning products used, equipment log use and maintenance, and our preventative maintenance program. We also demonstrate to our employees the selection of Green Certified Foam Hand Cleaner and its effectiveness and importance to the program.
Recycling and Storage	Training also covers hazards, uses, maintenance, disposal, and recycling of cleaning chemicals, dispensing equipment, and packaging, in addition to proper storage of chemicals per OSHA regulations.
Spills	We teach the prevention of leaks and spills, inspection of containers on a regular basis, and proper procedures for transferring chemical substances.
SDS and Standard Procedures	The location of all SDSs on site is reviewed and a comprehensive list of SOPs is provided for all employees to consult.

Hazard Communication Program

Purpose	Kleen-Tech's Hazard Communication program informs employees that Kleen-Tech is complying with the OSHA Hazard Communication Standard, Title 29 CFR 1910.1200.
Employee Right To Know	Our employees are provided with detailed information and specific training on the chemicals they work with—including the nature of the chemicals, the harm the may cause, and how to protect themselves and others when using those chemicals.
Identifying Chemical Hazards	We train our employees to identify potential hazards by reading labels, checking for physical hazards, always using PPE properly, handling and storage of chemicals, and following recommended hygiene practices.
Protection Against Chemical Hazards	Employees receive strict and continuous instruction on general precautions to be taken, potential health hazards, toxic chemicals, and in the ways chemicals can enter the body.
Safety Data Sheet	Kleen-Tech's Hazard Communication program requires employees to learn the ins and outs of Safety Data Sheets, along with each employee becoming thoroughly familiar with each of the chemicals that may be used. This also includes a thorough understanding of the terminology used in SDSs and a detailed breakdown of each section of an SDS. Kleen-Tech's Hazard Communications program also drives home the importance of reading labels thoroughly and properly identifying words for dangerous chemicals.
Protective Clothing	We stress utilizing the SDS to determine what type if protective clothing is to be used and following instructions closely.
Chemical Spills	Our employees are trained on chemical spills and hazards spills may pose, in addition to the steps to prevent spills and what to do when a chemical spill does happen, including proper notification of management.

Chemical Storage	Our employees learn the importance of storing chemicals properly and why, along with the potential hazards and best practices to protect themselves and others when storing chemicals.
Respiratory Protection	We teach our employees why respirators are an essential PPE and the hazards one may face breathing in hazardous dusts, vapors, gases, or fumes. We also demonstrate the proper usage of the types of respirators available, how it should fit, how to check the fit, and inspect the respirator for leaks or other damage, as well as proper maintenance of the respirator. We stress the employee's responsibility to use a respirator when the situation warrants.
Chemical Exposure	We focus on taking exposure seriously and what to do when faced with chemical exposure.
Ongoing Training	Kleen-Tech regularly reviews initial training with employees and notifies our crews that when a new hazard is introduced they will receive training promptly. A list of hazardous chemicals used, as well as their location at the work site is also thoroughly reviewed.

Asbestos Awareness Training Overview

What is Asbestos and how can it be identified? Where might it be found in buildings?	Kleen-Tech employees learn what Asbestos is and how to properly identify the six different types of it.
Who is at Risk for Asbestos?	Kleen-Tech employees are trained in the types of materials and products used where Asbestos-containing materials are found, the forms, and the appearance.
How do I protect myself and others from exposure?	We inform our employees of their risk from exposure to airborne fibers from Asbestos and how proper care must be taken to avoid the dangers to their health and to others, particularly to the respiratory system.
What is Asbestos' danger to health? How does Asbestos affect the respiratory system?	Employees learn the rules for personal protection, such as wearing PPE; never drilling holes or hammer nails in ceilings or surfaced walls, not dusting or sweeping up debris or vacuum areas that my contain asbestos-contaminated waste, and more.
What are the Diseases Associated with Asbestosis?	Diseases such as Asbestosis, Lung Cancer and Mesothelioma are addressed and studied to ensure our employees are well informed.

Blood-Borne Pathogen Training Overview

Means of Transmission	We teach our employees what blood-borne pathogens are and how they are transmitted.
Exposure Control Plan	Kleen-Tech's Exposure Control Plan guides employees through areas at risk for exposure to blood. This comprehensive plan helps to minimize the risks of infection by blood-borne pathogens.

Identifying Dangerous Tasks	Our employees learn what tasks may involve potential exposure to and how best to complete those tasks.
Minimizing Exposure	Kleen-Tech trains our employees to minimize exposure of blood-borne pathogens whenever the potential for that exposure exists. We train in OSHA's "general duty clause" and our own processes to minimize exposure. These include Universal Precautions, Work Practice Controls, PPE, and proper housekeeping.
Exposure Response Dos and Don'ts	Kleen-Tech instructs our employees on what to do if they have been exposed. We have established procedures through the documentation of the incident, identifying the source, testing of the employee's blood, providing counseling, and evaluating any reported illness.
Comprehension and Retention Quizzes	We demonstrate how to appropriately use PPE (check it first for damage), personal hygiene (flush exposed eyes, nose or mouth quickly and thoroughly with water), work practices (minimize splashing of infectious materials), as well as the proper responses and procedures for accidental exposures.

b. Proposal Form and Signature Page

The proposal form and signature page must be completed and signed by an individual authorized to bind the vendor. All proposal submitted without such proposal form and signature page may be deemed non-responsive.

Please see the following pages for completed proposal and signature page signed by Kleen-Tech's Chief Financial Officer who is authorized to bind the company. These documents are provided in the following order:

1. Proposal Form
2. Worker's Compensation Certificate
3. Independent Contractor Statement

Proposal Form
Request for Proposals for Cleaning Services
City of Brainerd

The undersigned hereby submits the following proposal for the monthly cost of cleaning each respective building for the City of Brainerd.

City Hall	$ 2,260
Fire Department	$ 1,197
Police Department	$ 1,923
Street and Sewer Department	$ 337
Total	$ 5,717

Our proposed price includes consumable supplies. Should the City wish to provide consumable supplies, Kleen-Tech can reduce its price by $681 per month

By: Name and Title (please print) Rick LeForce, Chief Financial Officer

Signature

Vendor Address
Corporate Headquarters: 7100 Broadway, Suite 6L

Denver, CO 80221

Contact (please print) Tracy White

Phone Toll free at 1-866-385-0672 or direct at 303-468-6355

Fax 303-428-2260

Email TWhite@Kleen-Tech.com

Worker's Compensation Certificate

I hereby certify that effective the \date of my Contract with the City of Brainerd and at all times in performance of such Contract that:

☒ I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of the State of Minnesota with the following insurance company:

Kleen-Tech Services, LLC
Company Name

IMA, Inc. 1705 17th Street, Suite 100, Denver, CO 80202 P: 303-534-4567
Agent's Name, Address and Telephone Number

WC302962200 Effective 1/1/2020
Policy Number and Effective Date

OR

☐ I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Minnesota to obtain and maintain a policy of Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have contemporaneously made with the City of Brainerd.

June 3, 2020
Date

Signature of Contractor

Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this agreement.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required under this Agreement, shall have no contractual relationship with the City, shall not be considered employees of the City and any and all claims that may or might arise under the Unemployment Compensation Act or Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no was be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from all and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, personnel or other benefits of any kind whatsoever from the City, including without limitation, rights and benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical or hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

Company/Individual Name: Kleen-Tech Services, LLC

Official Address: 7100 Broadway, Suite 6L, Denver, CO 80221

Signature and Title: Chief Financial Officer

Date: June 3, 2020

c. References

Proposals shall include a list of three (3) references including the name, address, phone number, and contact person. It is preferred references are those of Minnesota contacts. The City reserves the right to contact references other than, and/or in addition to, those furnished by a vendor.

Please see below for Kleen-Techs Reference Form. We presently clean a total of 37 facilities with over 1.3 million square feet in the state of Minnesota. Because these facilities are all overseen by the same customer, we have provided 2 additional references outside of the state of Minnesota.

Client References
Request for Proposal for Cleaning Services

Please list three (3) client references. It is preferred that those references are clients within the State of Minnesota. The City reserves the right to contact references other than, and/or, in addition to, those being furnished below.

1. Name: Chad Wollack with Xcel Energy

   Address: 401 Niciollet Mall, Minneapolis, MN 55401

   Phone Number: 612-330-6673

2. Name: David Bannon with the City of Boulder, Colorado

   Address: 1777 Broadway, Boulder, CO 80302

   Phone Number: 303-441-3230

3. Name: Nancy Ward-Jacobsen with the City of Aurora, Colorado

   Address: 13636 East Ellsworth Avenue, Aurora, CO 80012

   Phone Number: 303-326-8166

ENVIRONMENTAL SERVICES PROPOSAL

created for

BRAINERD
MINNESOTA

Submitted June 1, 2020

Building Service Contractors Association International

INSTITUTE of INSPECTION CLEANING and RESTORATION CERTIFICATION
Certified Firm

ISSA MEMBER
The Experts on Cleaning and Maintenance

prepared by
ENVIROTECH
A Division of Sullwalker Environmental

improving the environments where people live, work, and gather since 1970

ENVIROTECH
BUILDING SERVICES

May 29, 2020

Ms. Jennifer Bergman
City Administrator
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Ms. Bergman:

We are pleased to present our proposal for professional environmental services for Brainerd City Hall, Brainerd Fire Department, Brainerd Police Department, Street and Sewer.

The proposal that follows includes a detailed specification that has been customized to meet your facility needs. Our proposal is designed with flexibility in mind and is easily amended to accommodate environmental and space changes as they occur. At EnviroTech we employ "best practices" to everything we do and never lose sight of the value of our customer relationships.

A division of Buttweiler Environmental, EnviroTech was created in 2003 and represents our core business. We have provided contracted environmental services since 1970 to a diverse and impressive list of professional clients.

Buttweiler Environmental is comprised of three unique divisions: EnviroTech, RestoreTech, and HouseWorks. Our clients appreciate being able to work with one company that meets all of their specialized cleaning requirements. RestoreTech provides services such as carpet and hard floor maintenance, window cleaning, and disaster recovery services. Our HouseWorks division benefits many of our commercial clients at home.

It is our resolve to be a leader in the building services industry. We make this possible through a dedication to innovation and education. Our firm has enjoyed a long affiliation with the Building Service Contractor's Association International. We are afforded many educational opportunities through industry involvement and strive to set the standard in the areas we serve.

As our name implies, we are concerned with the total environment of the facilities we contract to service. Therefore, we employ the highest standards in personnel management, equipment utilization, and applications of technology.

We think that all of this adds up to the kind of company you expect and deserve when you entrust your facility to professionals. We look forward to working with you in the near future. Please do not hesitate to call me if I may be of further assistance.

Sincerely,

ENVIROTECH BUILDING SERVICES

Travis Ryan
General Manager

GENERAL TERMS AND CONDITIONS

AREAS TO BE COVERED

The entire office premises of Brainerd City Hall, Police Station, Fire Department and Street & Sewer Department to include: Entry Vestibules, Reception Lobby, Corridors, General and Private Offices, Restrooms, Staff Lounge.

INSURANCE

In connection with the work to be performed, **EnviroTech** shall procure, carry and keep in effect the following insurance:

A. Worker's Compensation Insurance in accordance with the Compensation Act of Minnesota.
B. Public Liability Insurance and Property Damage Insurance in the amount of $1,000,000.00 with an aggregate limit of not less than $3,000,000.00.
C. Liability Umbrella Insurance with an aggregate limit of not less than $1,000,000.00.
D. Employee Dishonesty Bond with a limit of not less than $25,000.00.

WORK WEEK

Cleaning will be performed three (3) times per week at City Hall and Police Department and 1 time per week at the Fire Department and Street and Sewer Department between the hours of 5:00 PM and 2:00 AM. There is to be no service on the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

EMPLOYEES

All employees shall be thoroughly screened and undergo a full criminal history background check before being assignment to your facility. **EnviroTech** shall employ competent and capable supervisory personnel. The cost of all background and screening processes are borne by **EnviroTech**.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

EnviroTech Building Services is proud to be an Equal Employment Opportunity Employer. We do not discriminate based upon race, religion, color, national origin, gender, sexual orientation, gender identity, gender expression, age, status as a protected veteran, status as an individual with a disability, or other applicable legally protected characteristics. All aspects of employment including decisions to hire, place (*including facility/site assignment*), compensate, promote, discipline, or discharge, will be based on merit, competence, performance, and business needs.

EnviroTech expects and requires that its employees be treated fairly, respectfully and hospitably by **Client** and **Client** personnel. Instances of mistreatment or harassment of **EnviroTech** personnel will immediately be brought to the attention of **Client** for investigation and resolution of any confirmed cases of such behavior. **EnviroTech** expects and requires that its Client's take appropriate measures to ensure the physical safety of **EnviroTech** personnel assigned to their premises. This includes, but is not limited to, informing **EnviroTech** of any and all known risks to health, infection (communicable disease) and physical safety that are not "open and obvious" on the entire premises within the facility's office spaces, restrooms, cafeterias, public areas, docks, warehouses, storage areas, HVAC systems, parking areas and facility access points, etc.

OTHER

Any unusual occurrences shall be reported immediately to the appropriate authority. **EnviroTech** personnel shall not accommodate or grant access to your facility to non-key holders except for **EnviroTech** management and staff who legitimately require access to facilitate completion of our services. Janitorial closets will maintained in a clean, organized, professional and safe manner.

ENVIROTECH
BUILDING SERVICES

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

May 29, 2020

REGULAR SERVICES

ENTRY VESTIBULE(S)

Fire Department and Street & Sewer Department are serviced one day per week.

THREE TIMES PER WEEK:

1. Spot clean door glass to remove fingerprints and smudges.
2. Clean and sanitize light switches and door handles.
3. Damp mop floor to remove dirt, grime, and ice melt residue.
4. Police exterior of entrance in the area immediately adjacent to the door. Remove debris, sweep sand and ice melt from dry surfaces. Empty cigarette urn and trash receptacle.
5. Vacuum open areas and/or walk-off matting, ensuring all noticeable dirt and debris is removed.
6. Dry dust, sweep, or vacuum hard floor surfaces.

WEEKLY:

1. Wash all entrance doors completely, weather permitting.
2. Spot clean entrance sidelight glass as necessary.

LOBBY - WAITING AREAS

Fire Department and Street & Sewer Department are serviced one day per week.

THREE TIMES PER WEEK:

1. Empty wastebaskets, replace liners as necessary.
2. Clean and sanitize light switches, door handles and chair arms.
3. Reposition furniture and chairs in accordance with Client's preferences. Chairs should be aligned so as not to touch or damage wall surfaces.

LOBBY - WAITING AREAS (CONT'D)

Fire Department and Street & Sewer Department are serviced one day per week

THREE TIMES PER WEEK:

4. **Clean and sanitize drinking fountain.**
5. **Vacuum open areas and/or walk-off matting, ensuring all noticeable dirt and debris is removed.**
6. **Dry dust, sweep, or vacuum hard floor surfaces.**
7. **Damp mop hard floor surfaces.**

MONTHLY:

1. **High dust above hand height all horizontal surfaces including shelves, moldings, ledges, pipes, ducts, heating outlets, etc.**
2. **Low dust all horizontal surfaces to hand height including sills, ledges, moldings, shelves, picture frames, ducts, radiators**

CORRIDORS

Fire Department and Street & Sewer Department are serviced one day per week

THREE TIMES PER WEEK:

1. **Empty wastebaskets, replace liners as necessary.**
2. **Clean and sanitize light switches and door handles.**
3. **Spot clean any touchable glass.**
4. **Vacuum public open areas and/or walk-off matting, ensuring all noticeable dirt and debris is removed.**
5. **Dry dust, sweep, or vacuum hard floor surfaces.**
6. **Damp mop hard floor surfaces.**

WEEKLY:

1. **Low dust all horizontal surfaces to hand height including sills, ledges, moldings, shelves, picture frames, ducts, radiators.**
2. **Vacuum office and conference room areas and/or walk-off matting, ensuring all noticeable dirt and debris is removed.**

MONTHLY:

1. **High dust above hand height all horizontal surfaces including shelves, moldings, ledges, pipes, ducts, heating outlets, etc.**

GENERAL & PRIVATE OFFICES

Fire Department and Street & Sewer Department are serviced one day per week.

THREE TIMES PER WEEK:

1. **Empty wastebaskets, replace liners as necessary.**
2. **Clean and sanitize light switches, door handles and chair arms.**
3. **Dust all furniture, including desks, chairs, tables.**
4. **Dust all exposed filing cabinets, bookcases and shelves.**
5. Desk tops and workstations will not be cleaned by EnviroTech Staff. **(Client papers on desks, filing cabinets, etc., are not to be disturbed. Likewise, computer monitors and keyboards are not to be cleaned or touched).**
6. **Vacuum open areas and/or walk-off matting, ensuring all noticeable dirt and debris is removed.**
7. **Dry dust, sweep, or vacuum hard floor surfaces.**
8. **Damp mop hard floor surfaces.**

WEEKLY:

1. **Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.**

MONTHLY:

1. **High dust above hand height all horizontal surfaces including shelves, moldings, ledges, pipes, ducts, heating outlets, etc.**
2. **Low dust all horizontal surfaces to hand height including sills, ledges, moldings, shelves, picture frames, ducts, radiators.**

CONFERENCE/MEETING ROOM(S)

Fire Department and Street & Sewer Department are serviced one day per week.

THREE TIMES PER WEEK:

1. **Empty wastebaskets, replace liners as necessary.**
2. **Dust all adjacent furniture, including desks, chairs, tables.**
3. **Dust and clean conference tables – damp clean laminate surfaces, polish wood surfaces, spot clean glass protective coverings.**
4. **Clean and sanitize light switches, door handles and chair arms.**

CONFERENCE/MEETING ROOM(S) (CONT'D)

Fire Department and Street & Sewer Department are serviced one day per week.

WEEKLY:

1. Vacuum open areas and/or walk-off matting, ensuring all noticeable dirt and debris is removed.
2. Dry dust, sweep, or vacuum hard floor surfaces.
3. Damp mop hard floor surfaces.
4. Low dust all horizontal surfaces to hand height including sills, ledges, moldings, shelves, picture frames, ducts, radiators.

MONTHLY:

1. High dust above hand height all horizontal surfaces including shelves, moldings, ledges, pipes, ducts, heating outlets, etc.

WASHROOMS

Fire Department and Street & Sewer Department are serviced one day per week.

THREE TIMES PER WEEK:

1. Clean and sanitize light switches and door handles.
2. Clean, sanitize and polish all vitreous fixtures, including toilet bowls, urinals, hand basins.
3. Clean and sanitize all flush rings, drain and overflow outlets.
4. Clean and polish all chrome fittings.
5. Clean and sanitize toilet seats.
6. Clean and polish all glass and mirrors.
7. Empty all containers and disposals. Replace liners.
8. Wash and sanitize exterior of all containers.
9. Dust laminate or metal partitions.
10. Remove spots, stains, splashes from wall adjacent to hand basins.
11. Refill all dispensers to maximum limits; napkins, soap, tissue, towels, and sanitary disposal bags. Supplies to be furnished by Client.
12. Dry dust, sweep, or vacuum hard floor surfaces.
13. Damp mop hard floor surfaces.

MONTHLY:

1. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, ducts, heating outlets.
2. High dust above hand height all horizontal surfaces, including shelves, ledges, moldings, pipes, ducts, heating outlets.

STAFF LOUNGES

Fire Department and Street & Sewer Department are serviced one day per week

THREE TIMES PER WEEK:

1. Wash and sanitize table tops, damp clean seats and backs of chairs.
2. Empty all containers and disposals. Replace liners.
3. Wash and sanitize exterior of all containers.
4. Clean and sanitize drinking fountains.
5. Clean and sanitize kitchen countertop and sink.
6. Replenish hand soap and towels in accordance with Client's preferences.
7. Wash coffee cups and dishes left in sink or on countertop.
8. Clean and sanitize microwave oven(s), inside and out.
9. Remove fingerprints and other marks from exterior of refrigerator.
10. Remove fingerprints and other marks from front of vending machines.
11. Remove fingerprints from doors, frames, light switches, kick and push plates, and handles.
12. Vacuum open areas and/or walk-off matting, ensuring all noticeable dirt and debris is removed.
13. Dry dust, sweep, or vacuum hard floor surfaces.
14. Damp mop hard floor surfaces.

MONTHLY:

1. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, ducts, heating outlets. Dust top of refrigerator.
2. High dust above hand height all horizontal surfaces, including shelves, ledges, moldings, pipes, ducts and heating outlets.

TRASH & RECYCLING

Fire Department and Street & Sewer Department are serviced one day per week

THREE TIMES PER WEEK:

1. Remove all waste from building and transport to designated area.
2. Collect all recycle material and transport to designated location.
3. Use care at staging area to prevent soiling of carpeting and other surfaces.

ELEVATOR

THREE TIMES PER WEEK

1. Wipe clean and sanitize elevator buttons.
2. Dust and keep walls clean and dust-free.
3. Vacuum floor and tracks.

STAIRS

THREE TIMES PER WEEK:

1. Vacuum public stair treads, ensuring all noticeable dirt and debris is removed.
2. Damp mop public stair treads as needed.
3. Dust hand railings.

WEEKLY:

1. Vacuum staff stair treads, ensuring all noticeable dirt and debris is removed.
2. Damp mop public stair treads as needed.
3. Dust hand railings

PERIODIC – SPECIALITY FLOOR CARE

AS REQUIRED:

1. Inspect for casual spots and stains remove if possible. (please see last page)

AS REQUIRED (Extra Cost):

4. Strip, clean, refinish and machine polish resilient/hard floor surfaces.
5. Clean and polish baseboards.
6. Machine clean carpeted areas.

WINDOWS AND PARTITION GLASS

AS REQUIRED:

1. Spot clean interior office partition glass to remove fingerprints and smudges.

SEMI-ANNUALLY (Extra Cost):

1. Wash all exterior windows, inside and out.
2. Wash all interior partition glass, both sides.

JANITORIAL STORAGE AREAS

Fire Department and Street & Sewer Department are serviced one day per week.

THREE TIMES PER WEEK:

1. **Keep this area clean and orderly. Store equipment in a safe and orderly manner.**
2. **Keep (mop) sink clean and drain cover clear.**
3. **Monitor all supply levels and report when getting low. Client may provide supplies such as hand soap, toilet tissue, towels, and plastic trash bags. Request supply needs in sufficient time to allow for delivery delays. EnviroTech provides all cleaning supplies – monitor levels and report to EnviroTech supervisor.**
4. **Keep floor area clean and free of clutter.**
5. **All chemicals to be stored in a safe manner with proper labeling intact.**

CUSTOMER REVIEW MEETING

TO BE DETERMINED:

1. **Periodic daytime visits to be conducted by an EnviroTech representative to review service and to conduct quality audits.**

ANNUALLY:

1. **Review Maintenance Agreement to determine if a cost adjustment is warranted based upon facility requirements, labor market trends, and other cost factors that affect the general industry. Discuss with Customer and mutually agree to any changes that may be warranted.**
2. **An annual review is recommended to ensure the stability and integrity of the preceding cleaning program.**

DEFINITION OF "CASUAL" CARPET SPOTTING

Casual spots are defined as those that are approximately three (3) inches in diameter or smaller. Larger spots and distinct traffic patterns should be reported to RESTORETECH for special treatment.

MAINTENANCE AGREEMENT

Contract No. 20200529

1.) **EnviroTech Building Services**, hereinafter referred to as **EnviroTech**, agrees to provide professional janitorial service as per the attached schedule for:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

hereinafter referred to as **Client**.

2.) The price includes the service as outlined only; any other work will be priced and billed separately.

3.) These services shall be performed 3 times per week in City Hall and Police Department and 1 time per week in the Fire Department and Street and Sewer Department.

4.) No service shall be performed on the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

5.) **EnviroTech** assumes all financial responsibility such as wages, withholding taxes, social security, and other taxes directly related to the services heretofore attached.

6.) **EnviroTech** provides all labor, material and equipment necessary to complete the facility as indicated. Supplies such as paper towels, hand/dish soap, toilet tissue, napkins, wastebasket, and trash liners shall be provided by **Client**. **Client** shall provide a secure storage area for cleaning equipment and supplies solely accessible to **EnviroTech**. Equipment and materials provided by **EnviroTech** are included in the cost of our services and are only for use by **EnviroTech** personnel in the performance of our duties.

7.) **EnviroTech Building Services** is proud to be an Equal Employment Opportunity Employer. We do not discriminate based upon race, religion, color, national origin, gender, sexual orientation, gender identity, gender expression, age, status as a protected veteran, status as an individual with a disability, or other applicable legally protected characteristics. All aspects of employment including decisions to hire, place (including facility/site assignment), compensate, promote, discipline, or discharge, will be based on merit, competence, performance, and business needs.

8.) **EnviroTech** expects and requires that its employees be treated fairly, respectfully and hospitably by **Client** and **Client** personnel. Instances of mistreatment or harassment of **EnviroTech** personnel will immediately be brought to the attention of **Client** for investigation and resolution of any confirmed cases of such behavior. **EnviroTech** expects

and requires that its Client's take appropriate measures to ensure the physical safety of **EnviroTech** personnel assigned to their premises. This includes, but is not limited to, informing **EnviroTech** of any and all known risks to health, infection (communicable disease) and physical safety that are not "open and obvious" on the entire premises within the facility's office spaces, restrooms, cafeterias, public areas, docks, warehouses, storage areas, HVAC systems, parking areas and facility access points, etc.

9.) The term of this agreement shall be for a period of **3 years** (36 months) commencing on **July 1, 2020** and expiring on **June 30, 2023** unless sooner terminated for cause as outlined in paragraph 10. In the event that this agreement has not been renewed or terminated prior to the expiration date written above; this agreement shall continue, with all terms and conditions in effect, on a month-to-month basis until either extended or formally terminated by either party.

10.) Notwithstanding any provision herein to the contrary, either party may terminate this Agreement upon sixty (60) days written notice should either party fail to substantially perform in accordance with the terms hereof through no fault of the other. Any such notice must be sent in accordance with the terms set forth in paragraph 11. **EnviroTech** may terminate services at any time, without notice, for non-payment. **EnviroTech** will provide all specified services except when prevented by strike, lock-out, accident, acts of God, or other circumstances beyond control.

11.) Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered by Certified Mail and such notices shall be addressed as follows:

If to City Of Brainerd:	City of Brainerd 501 Laurel Street Brainerd, MN 56401 Attn: Jennifer Bergman
If to EnviroTech:	EnviroTech Building Services 250 Sundial Drive Waite Park, MN 56387 Attn: Travis Ryan, General Manager

12.) Multi-year agreements are subject to price escalation annually beginning with year two (2) and each year thereafter for the term of the agreement. With wages and benefits making up the substantial portion of the contracted price; adjustments will be based upon a year over year comparison of the Employment Cost Index (ECI) published quarterly by the Bureau of Labor Statistics. The sample period shall be the closest quarter ending prior to the contract anniversary. It is further agreed that increases will be limited to the change in ECI (as noted above) or 3.5%, whichever is less.

13.) It shall be understood and agreed that during the term of this agreement and or one (1) year thereafter, **Client** will not directly or indirectly hire any person or persons employed by **EnviroTech**, or directly or indirectly cause such person or persons to be hired by others with the specific intent to replace services contracted to **EnviroTech**.

14.) Invoicing shall be monthly on the 1st day of a given month. All fees are due and payable on or before the 15th day of the month in which said services are rendered. If Client's account is referred to an agency or attorney for collection, attorney's fees and costs of collection shall be recoverable by **EnviroTech**.

15.) It is agreed that this agreement, together with the attached schedule, is the entire agreement between the parties and that all other agreements are merged herein.

16.) Minnesota law requires that the collection of sales tax (at the percentage consistent with **Clients'** jurisdiction) for all service and consumable[1] supply sales. **EnviroTech's** quoted fee does not include sales tax. If your organization is tax exempt, you are required to provide a current sales tax exemption certificate to **EnviroTech** prior to the commencement of services. If your exemption status changes in the future, it is your responsibility to notify **EnviroTech** of such change in status.

17.) The aforementioned services shall be performed for the monthly sum of :

$3,496.00

The contract price is predicated on performing cleaning services in the aforementioned facility under normal occupancy conditions. Periods of construction, renovation or other unusual occurrences which increase workload may require additional charges during such periods to compensate for the additional work required. Such charges will be mutually agreed to by **Client** and **EnviroTech**.

ACCEPTED THIS _____ DAY OF _____, 2020.

City of Brainerd	**EnviroTech Building Services**
By: _____	By: Tim J. Buttweiler

Originated 05/29/2020

[1] Consumable supplies refers to those items used by clients in the normal course of business (i.e., paper towels, toilet tissue, hand soap, trash can liners, etc.) and provided/sold by EnviroTech.

CITY OF BRAINERD
CITY JANITORIAL SERVICES
GENERAL SPECIFICATIONS

1. Description of the Work. The work contemplated by these specifications consists of furnishing labor, materials, and skills required to perform janitorial services and associated items in City of Brainerd facilities located throughout Brainerd.

2. Location of Facilities. The name and location of the facilities as part of this Request for Proposals can be seen below:

   Brainerd City Hall – 501 Laurel Street, Brainerd, MN 56401
   Brainerd Fire Department – 23 Laurel Street, Brainerd, MN 56401
   Brainerd Police Department – 225 East River Road, Brainerd, MN 56401
   Brainerd Street and Sewer Department – 724 Thiesse Drive, Brainerd, MN 56401

3. Form of Proposal. Interested vendors shall submit their proposal to perform the services as described on Exhibit A on their own stationary in an envelope clearly marked "City of Brainerd Janitorial Services Proposal." The proposal shall clearly state (narrative) that the proposed service conforms to the specifications and shall detail the specific janitorial services proposed. The proposal shall also include a monthly fee for performance of services for *each location* which conforms with the requirements of paragraph 5, Method of Measurement. It is the responsibility of the Proposer to familiar themselves with the scope of work including floor space of the facility and floor coverings, and layout of each building, furniture, public and non-public spaces, etc. to be cleaned prior to making the proposal.

   Proposals must be submitted no later than 4:00 PM on June 5, 2020 directly to City Hall at 501 Laurel Street, Brainerd, MN 56401.

   Proposal prices are to be firm for ninety (90) days.

4. Proposal Content

   a. *Proposal Narrative* – Detail proposed service conforms to the specifications and specific janitorial services performed.

   b. *Proposal form and signature page* – The proposal form and signature page must be completed and signed by an individual authorized to bind the vendor. All proposal submitted without such proposal form and signature page may be deemed non-responsive

   c. *References* – Proposals shall include a list of three (3) references including the name, address, phone number, and contact person. It is preferred references are those of Minnesota contacts. The City reserves the right to contact references other than, and/or in addition to, those furnished by a vendor.

5. Proposal Award. It is the intent of the City to accept the lowest responsible proposal, provided it is submitted in accordance with the proposal documents. If a proposal is selected it will be most advantageous regarding price, quality of service, the Vendors qualifications and capabilities to provide the specified service, and other factors with the City of Brainerd may consider. The City reserves the right to accept or reject any or all proposals and to waive irregularities therein.

6. Form of Agreement. The successful Proposer shall be required to enter into an Agreement with the City of Brainerd for the performance of said services. Said Agreement can be terminated by either Party for any reason upon 30 days written notice.

7. Term of Agreement. The term of service to be provided under the above referenced Agreement shall commence on or about July 1, 2020 and shall continue thereafter until July 1, 2023.

8. Method of Measurement. Services rendered shall be measured and paid on a per month basis. Payment shall be considered as compensation in full for all labor and materials required to perform the service. Proposers shall specify their required monthly fee within their Proposal.

9. Method of Payment. Payment for services shall be approved by the City Council on the third Monday of each month. Payment to the vendor will be made by the Friday following the Council meeting. Payments shall be compensation for the previous month's service. An invoice for services rendered must be delivered to the City Engineer's office at least 10 days prior to the third Monday of the month.

10. Description of Service. The services to be performed including frequency are identified on Exhibit A attached entitled "Janitorial Duties" and are subject to amendment as necessary. Services are to be performed during non-work hours which are normally 4:30 p.m. to 7:30 a.m. Monday through

Friday. The Proposer should keep in mind that the City Council meets on the 1st and 3rd Monday of each month with Committee meetings held prior to the Council meeting. Cleaning services should be scheduled so as to not interfere with meetings.

11. Materials Provided by the City. The City shall provide all garbage containers, toilet paper, paper hand towels, hand soap and other items associated with the operation and usage of buildings within the scope of this proposal.

12. Materials Provided by the Service Provider. The Service Provider shall furnish vacuum cleaners, mops, dusting materials, detergents, disinfectants, stain removers, furniture polishes, wastepaper basket liners and all other materials required for and associated with the cleaning of City Facilities as noted in Paragraph 2.

13. Insurance. The successful Proposer shall, upon entering into an Agreement with the City, furnish the City with proof of Workers Compensation Insurance, and provide the City with a Certificate of Insurance naming the City as an additional insured. Said insurance shall provide limits of liability not less than $1,000,000 combined single limit bodily injury or property damage for each occurrence.

14. Miscellaneous. The square footage of each building by surface type is listed below. The breakdown of flooring types is approximately as follows:

City Hall
- Carpet floors – 7,523 S.F.
- Hard surfaced floors (LVT) – 2,680 S.F.
- Ceramic Tile Flooring (bathrooms) – 670 S.F.
- Granite Hallways – 2,635 S.F.
- 6 bathrooms

Fire Department
- Carpet floors – 2,840 S.F.
- Hard surfaced floors (LVT) – 350 S.F.
- Ceramic Tile Flooring (bathrooms) – 530 S.F.
- 2 bathrooms

Police Department
- Carpet floors – 6,405 S.F.
- Hard surfaced floors (LVT) – 2,565 S.F.
- Ceramic Tile Flooring (bathrooms) – 800 S.F.
- Granite Hallways – 2,635 S.F.
- Concrete – 550 S.F.
- 3 bathrooms, 2 locker rooms

Street and Sewer Department
- Carpet floors – 0 S.F.
- Hard surfaced floors – 900 S.F.
- 2 bathrooms

EXHIBIT A

Janitorial Duties

Janitorial services shall normally occur after the workday on Monday, Wednesday and Friday of each week with duties performed in accordance with the following schedule: Police Department and City Hall will be serviced 3 days per week and the Fire Department and Street & Sewer Department will be serviced 1 day per week.

Each Visit:

- Empty waste baskets in all offices, conference rooms and staff lounges and council chambers
- Vacuum *public* carpeted areas
- Vacuum all floor runners
- Dust mop all *public* hallway areas (granite or tile) and stairways, elevator and elevator lobbies
- Clean all public service counters (marble or other materials) with mild soap and water – no polishes or waxes
- Bathrooms
    - Sweep and mop tile floors in all bathrooms
    - Clean and sanitize fixtures (stools, sinks, urinals)
    - Replace toilet paper as necessary
    - Replace hand towels as necessary
    - Replace urinal deodorizers as necessary
    - Refill hand soap as necessary
    - Empty wastebaskets
    - Clean mirrors
    - Scour and sanitize all basins. Polish bright work.
    - Remove splash marks from walls around basins
    - Report any repairs needed to proper staff
- Public Entry Ways
    - Sweep, mop, and vacuum entry areas taking care to get into corners, along edges, and beneath furniture
    - Vacuum floor runners
    - Clean glass on all entry doors including elevator lobbies

At least once weekly:

- Thoroughly dust all horizontal and vertical surfaces in offices, Council Chambers, and other *non-public* areas (desks, Council table, office furniture, copiers, window sills, office furniture and all manner of furnishings)
- Vacuum all carpeted areas in all offices, conference rooms and staff lounges

- Remove spots from carpet as necessary (complete carpet cleaning services will be requested on a periodic basis at a separate negotiated price)
- Clean dirty areas on walls as necessary
- Clean glass on all display cases
- Dust "C. Elmer Anderson" bronze statue in City Hall
- Dust mop and wet mop all *public and non-public* areas (granite or other) and stairways, elevator and elevator lobbies (mild detergent and no waxes)
- Scour and sanitize all basins. Polish bright work.
- Damp wipe counters, clean, and sanitize kitchenette areas and break rooms.

Monthly

- Wipe down entire bathroom stalls (inside and outside)
- Dust/wipe down trim in all offices (door and window frames & window sills, light switches, and doors)
- Dust pictures on walls in office areas
- Spot treat soiled carpeted areas.
- Clean interior of microwaves removing food particles and stains in kitchenette and break rooms.

Proposal Form
Request for Proposals for Cleaning Services
City of Brainerd

The undersigned hereby submits the following proposal for the monthly cost of cleaning each respective building for the City of Brainerd.

City Hall	**$**	**1,765.00**
Fire Department	**$**	**238.00**
Police Department	**$**	**1,255.00**
Street and Sewer Department	**$**	**238.00**
Total	**$**	**3,496.00**

By: Name and Title (please print) Mr. Tim Buttweiler President

Signature Tim J. Buttweiler

Vendor Address: 250 Sundial Drive, Waite Park, MN 56387

Contact (please print): Travis Ryan

Phone: (320) 316.4930

Fax: (320) 251-6357

Email: travisr@bweclean.com

Worker's Compensation Certificate

I hereby certify that effective the \date of my Contract with the City of Brainerd and at all times in performance of such Contract that:

X I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of the State of Minnesota with the following insurance company:

SFM Mutual Insurance Company

Agent: John Mahowald - Mahowald Insurance Agency
916 W. St. Germain St #100, St. Cloud, MN 56301 320-251-3751

Account/Policy # 15613.206
Dates of Policy/Renewal – 4/1/20 through 3/31/2021

OR

☐ I will perform said Contract myself and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Minnesota to obtain and maintain a policy of Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have contemporaneously made with the City of Brainerd.

May 29, 2020
Date

Tim J. Buttweiler
Signature of Contractor

Independent Contractor Statement

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this agreement.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required under this Agreement, shall have no contractual relationship with the City, shall not be considered employees of the City and any and all claims that may or might arise under the Unemployment Compensation Act or Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no was be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from all and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, personnel or other benefits of any kind whatsoever from the City, including without limitation, rights and benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical or hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

Company/Individual Name: Mr. Tim Buttweiler

Official Address: 250 Sundial Drive, Waite Park, MN 56387

Signature and Title: Tim J. Buttweiler President

Date: May 29, 2020

Client References
Request for Proposal for Cleaning Services

Please list three (3) client references. It is preferred that those references are clients within the State of Minnesota. The City reserves the right to contact references other than, and/or, in addition to, those being furnished below.

1. Name: Ms. Rachel Breun Crow Wing County

   Address: 202 Laurel Street, Brainerd, MN 56401

   Phone Number: (218) 824-1380

2. Name: Mr. Randell Prater JLL / Capital One Account

   Address: 30 7th Ave. South, St Cloud, MN 56301

   Phone Number: Office: (320) 534-4889

3. Name: Andy Martin Granite City Real Estate

   Address: 3900 Roosevelt Rd #125, Saint Cloud, MN 56301

   Phone Number: 320-257-3752

NOTICE TO PROPOSERS

JANITORIAL SERVICES FOR CITY OF BRAINERD
PROPOSALS CLOSE AT 4:00 PM, JUNE 5, 2020

Notice is hereby given that proposals will be received, opened and read aloud in the presence of the City Administrator and City Engineer, in the City Council Chambers located in the Brainerd City Hall, 501 Laurel Street, Brainerd, Minnesota, on June 5, 2020 at 4:00 PM for providing janitorial services in the following City of Brainerd Facilities:

Brainerd City Hall – 501 Laurel Street, Brainerd, MN 56401

Brainerd Fire Department – 23 Laurel Street, Brainerd, MN 56401

Brainerd Police Department – 225 East River Road, Brainerd, MN 56401

Brainerd Street and Sewer Department – 724 Thiesse Drive, Brainerd, MN 56401

Proposals for providing janitorial services shall be in conformance with the specifications for said services on file in the office of the City Administrator.

All proposals for said services shall be reviewed by City staff and referred to the Brainerd City Council for action at its regular meeting to be held on June 15, 2020.

One-on-one pre-proposal meetings, discussion and tour of City Hall, Police Department, Fire Department, and Street Department will be conducted the week of May 25, 2020. All interested vendors are encouraged to set up a meeting with the City Engineer to tour the buildings. The meeting and discussion will provide vendors with the opportunity to familiarize themselves with the facilities and ask questions to further define the scope of services intended within the specifications.

The City Council reserves the right to reject any and all proposals and to waive minor irregularities and informalities therein and further reserves the right to award the proposal in the best interest of the City.

Dated: May 6, 2020

Jennifer Bergman
City Administrator

Publish: Brainerd Dispatch May 15 and May 22, 2020

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: Request for Additional Small Business Relief Grant Funds

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

Summary of Issue:

On Thursday, June 4, the Economic Development Authority (EDA) Board approved 32 Small Business Relief Grants (SBRG) for a total sum of $90,000. This was the full amount of funds transferred from Fund 417 to the EDA by the City Council. Eight eligible SBRG applications missed the cutoff, as applications were considered in the order in which they were received until all $90,000 had been allocated. The remaining eight SBRG applications have a total requested amount of $23,500. The EDA is requesting that the City Council allocate this amount to the EDA to fund these remaining grant requests.

Alternatives, Options, Effects on Others/Comments:

Please see attached memo.

Recommended Action/Motion:

Motion to transfer $23,500 out of Fund 417 to the Brainerd Economic Development Authority to fund the remaining eight Small Business Relief Grant applications.

Financial Impact:

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

What is the total cost, with tax and shipping $ 23,500

Is this budgeted? ☐ Yes ☑ No

Please Explain:

M E M O

TO: Mayor and City Council

FROM: David Chanski, Community Development Director

DATE: June 11, 2020

RE: Request for Additional SBRG Funds

On Thursday, June 4, the Economic Development Authority (EDA) Board approved 32 Small Business Relief Grants (SBRG) for a total sum of $90,000. This was the full amount of funds transferred from Fund 417 to the EDA by the City Council. Eight eligible SBRG applications missed the cutoff as applications were considered in the order in which they were received until all $90,000 had been allocated. The remaining 8 SBRG applications have a total requested amount of $23,500. The EDA is requesting that the City Council allocate this amount to the EDA to fund these remaining grants request.

Fund 417 Balance

Beginning Funds	$	174,055.00
Title Search for Plaza	$	(2,250.00)
2018 Interest	$	988.00
Ending Balance 2018	$	172,793.00
2019 Interest	$	2,359.00
Amount dedicated for Riverfront (SEH)	$	(40,000.00)
Amount dedicated for Marketing	$	(25,000.00)
Initial SBRG Allocation	$	*(90,000.00)*
Money returned from HRA (not received yet)	$	100,000.00
Money from Add'l One-Time Exception	$	5,265.00
Estimated Balance	$	125,417.00
Estimated Balance after 2nd SBRG Allocation	$	101,917.00

SBRG Applications Waiting Funding

- Pit Stop Bar
- Yesterday's Gone Bar & Grill
- Harting Shoe Repair
- Kevin Matthews Pottery
- 5Rocks Distilling Company
- Lakes Area Flooring Store
- Jacks House
- Adapt Family Martial Arts and Fitness

SBRG Applications Already Awarded

- Minnesota Makerspace
- O'Neary's Irish Pub
- 612 Station
- Purple Fern Bath Co.
- Open City Thrift
- Music General
- 9th Street Social Club
- Knotty Pine bakery
- CatTale's Books & Gifts
- Sage on Laurel
- Elysium Hair Studio
- Lakes Vape & Rec Supply
- Belle Creations
- Front Street Café
- Bargains on 7th
- Bridge of Harmony
- Northwind Grille
- The Fold
- Vapor North
- SE'z
- Gallery of Brainerd
- Hair It Is
- The Parlor
- The Barn
- Creative Corner
- Parlor Hair Salon
- North Country Floral
- Mickey's Pizza & Subs
- Strengths Studio
- Dragon Forge Games
- Hair & Beyond
- Shep's on 6th

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: Update on 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 1st Reading **provide copy of published hearing notice*
Submitted by: Jessie Ernster	**Department:** Administration
Presenter (Name & Title): Jessie Ernster, Communications Intern	**Estimated Time Needed:** 5 minutes

Summary of Issue:

Due to Covid-19, Brainerd businesses have been severely and negatively impacted. The Council has previously alloted $25,000 for a marketing campaign to boost Brainerd businesses. Messaging for the campaign was helped crafted by Mary Devine Johnson, executive director of Visit Brainerd and Mayor Dave Badeaux. Additionally, we gathered input from 46 local businesses; overwhelmingly, we received the feedback that a message centering on that business are open would be most beneficial. By Council direction, we are taking this campaign slow to keep a steady pace of support throughout the long course of the pandemic.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

1) Approve the design and messaging of the campaign.
2) Authorize the purchase a full page ad in the Lakes Country Journal magazine for $2,300.
3) Authorize beginning a campaign series on social media for a total of $700.

Financial Impact:

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

What is the total cost, with tax and shipping $ $3,000

Is this budgeted? ☑ Yes ☐ No

Please Explain: This $3,000 is part of the $25,000 alloted for the marketing campaign.

Lakes Country Journal Ad

Social Media

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15th, 2020

Title of Item: Police Officer Hiring Ratification

☐ 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: CHIEF MCQUISTON	**Department:** POLICE
Presenter (Name & Title): CHIEF MCQUISTON	**Estimated Time Needed:** 5 MINUTES

Summary of Issue:

Police Officer candidate Jordan Host successfully completed the pre-employment screening process and began his first day of employment on Monday, June 8th. Jordan started at the 2020 Step 1 rate of $27.43/hour, pursuant to the current Law Enforcement Labor Services Local (LELS) #65 agreement.

Alternatives, Options, Effects on Others/Comments:

Jordan was given a conditional job offer in February. We completed his pre-employment screening process and were waiting for Jordan to graduate from school and pass the POST licensing test which occurred on June 6th. This puts our current staffing level at 21 officers. We are budgeted for 27 this year. We will be conducting oral interviews on June 24th & 25th to establish a new eligibility list. We will request that the Police & Fire Civil Service Commission meet after that to certify the top three candidates from our new eligibility list. We will request Council approval of hiring individuals from the new list after they successfully complete their pre-employment screening process.

Recommended Action/Motion:

Affirm hiring Police Officer Jordan Host, starting at LELS 2020 Step 1 rate of $27.43/hour, with a starting date of June 8th, 2020.

Financial Impact:

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

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

Is this budgeted? ☑ Yes ☐ No

Please Explain:

The position is with in the department's current budget.

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: Long Term Disability Insurance Request for Proposals

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

Summary of Issue:

State law requires that public entities go out for bids at least every five years for its insurance plans. It is now time to complete a Request for Proposals (RFP) for our Long Term Disability Insurance as it has been five years since our last process. Attached is an email from Jon Ochs from Integrity Employee Benefits who is our Long Term Disability Insurance broker explaining the proposed process and timeframe.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Approve the Long Term Disability Insurance RFP process and timeline as submitted by Integrity Employee Benefits.

Financial Impact:

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

What is the total cost, with tax and shipping $ publication fees

Is this budgeted? ☑ Yes ☐ No

Please Explain:

Kris Schubert

From: Jon Ochs <jon.ochs@integrityeb.com>
Sent: Monday, June 1, 2020 3:22 PM
To: Kris Schubert
Cc: Dan Ochs
Subject: {external} Formal RFP - and RFP Advertisement- for you to place (LTD)
Attachments: RFP Timetable - Integrity Employee Benefits.pdf

Hi Kris

This year we show that it is time (5 years) for a **Long Term Disability** formal RFP. Attached is the timetable for the RFP with a release date of June 23rd and a due date of July 14th.

As part of the Formal RFP process, the Minnesota Statute requires political subdivisions to run an ad at least one time 21 days prior to the bid opening.
Below you will find example language for the RFP Advertisement for you to place in a local publication or online to run before June 23rd, 2020.

We will be in touch as we go through the steps of the RFP process. As always, please reach out with any questions.

Thank you!
Jon Ochs

Integrity Employee Benefits
Phone 651-437-7977 | Toll Free 866-437-7977 | Fax 651-319-0528
8657 Eagle Point Blvd | Lake Elmo | MN | 55042
Jon.Ochs@integrityeb.com | www.integrityeb.com

Example Language:

Request for Proposals
Notice is hereby given that **the City of Brainerd** will accept proposals for group **Long Term Disability Insurance** until 3pm CST July 14th, 2020.
Request for Proposal specifications may be obtained from Integrity Employee Benefits at 866-437-7977, or email integrity@integrityeb.com .
The City of Brainerd reserves the right to reject any or all proposals, waive formalities, and to make the award that is in the best interests of the group.
The City of Brainerd desires a long-term relationship for this program and will maintain so, as long as cost and services are satisfactory.

Integrity
Employee Benefits, LLC
Generations Strong

Integrity Employee Benefits – RFP Timetable

Date Completed	
May	Integrity forwards an RFP Timetable to the group
May	Integrity requests information from current insurance companies asking for information to be returned to Integrity on or before ***June 12th.***
June 19th	Integrity forwards a preliminary RFP draft for review by employer along with advertisement language to be placed in a local paper or trade paper 21 days prior to the bid opening
June 23rd	Integrity electronically forwards specifications to all potential bidders
July 14th	Proposals are received by employer with a copy forwarded to Integrity. Typically there is no formal opening
July	Integrity forwards spreadsheet analysis including contract comparison and rates to the employer
September	The successful bidder is notified and if applicable, a termination letter is sent to current insurance company
October	Integrity communicates the chosen insurance plan to employees

Effective Date: ***January 1st, 2021***

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: Consideration to Finalize Liquor License Fees for 7/1/2020 Renewal

☐ 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:** 10 Minutes

Summary of Issue:

In light of the COVID-19 situation, the Council has had several discussions and has taken action to reduce the on-sale liquor license fee for the July 1, 2020-June 30, 2021 renewal period. The most recent action is to continue to waive the fee on a monthly basis from March until the establishment opened, and then reduce the remaining fee by 50%. The direction given by the Governor last week and went into effect at midnight on June 10, 2020, lifted the restriction for restaurants and bars. They are now allowed to have indoor seating at a capacity of 50%. In lite of the lifted restrictions, Staff is asking for Council to once again review their action for the July 1, 2020 renewals.

Alternatives, Options, Effects on Others/Comments:

It is going to be difficult to determine when establishments open with the new restrictions, and the revised restrictions do allow the opening of all establishments. Therefore, Staff is recommending that the Council considers modifying their latest action to waiving 4 months of the fee, essentially March - June, and still reducing the remaining fee by 50%. This would be regardless if the establishment opened June 1st or not with the outdoor seating only restrictions. This would allow for easier administration and billing of the 7/1/2020 renewal fee as well.

Recommended Action/Motion:

The liquor licenses affected by COVID-19 as previously identified, for the renewal of 7/1/2020-6/30/2021 be reduced by a pro-rated 4 months and then reduce the remaining fee by 50%. Billing will be done prior to the end of June with the fees payable within 90 days.

Financial Impact:

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

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

Is this budgeted? ☐ Yes ☑ No

Please Explain: The total reduction to revenue is estimated to be $33,100 for 2020 in liquor license fees.

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: The Skillet Restaurant Liquor License from 7/1/19-6/30/2020

☐ 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:

Mr. Ed Mattson, owner of The Skillet Restaurant applied for a restaurant new on-sale and Sunday liquor license for the period of July 1, 2019 - June 30, 2020. Due do delays with the Department of Health (changes to regulations etc.), then the fire at the restaurant in October, and COVID-19 per Mr. Mattson, no alcohol was served during the license period and the restaurant has been closed since October. The total liquor license fee paid for July 1, 2019 - June 30, 2020 for The Skillet Restaurant was $2,800. Mr. Mattson is inquiring if a credit can be issued for the July 1, 2019-June 30, 2020 license period.

Alternatives, Options, Effects on Others/Comments:

See the attached memo.

Recommended Action/Motion:

Staff's recommended action would be to refund the entire $2,800, under the premise that Mr. Mattson would not have needed a license until approval from the Department of Health was received. The fee for July 1, 2019-June 30, 2020 would have been prorated per City Code and a refund of the fee from October 2019-June 2020 is allowed per state statute due to the fire. Further the refund will be applied to the July 1, 2020 renewal fee with the remaining amount being returned to Mr. Mattson.

Financial Impact:

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

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

Is this budgeted? ☐ Yes ☐ No

Please Explain: See memo. The amount would be less the 7/1/2020 renewal.

M E M O

TO: Mayor & Council

FROM: Finance Director Connie Hillman

DATE: June 9, 2020

RE: Skillet Liquor License for the period of July 1, 2019 – June 30, 2020

Attached is a section of the City Code 1200.07. If a new license is issued, the fee can be prorated based on the number of months left in the license period, but no refunds shall be made except as authorized by Statute. State statute 340A.408 subdivision 5 lists out 4 circumstances where a pro rata share of an annual liquor license fee may be refunded to the licensee. Since Mr. Mattson's restaurant was damaged by fire in October and has not been able to re-open, Mr. Mattson ***does meet*** the first circumstance listed for a prorated refund.

City Code Section 1200 was amended in November 2018 creating different classes for on-sale licenses. In speaking with Mr. Mattson, he wanted to be sure the City could issue a liquor licenses (the on-sale liquor license is a Class II, so there is no limit to the number the City can issue) Mr. Mattson applied for the new license to be effective July 1, 2019. Also, once the Department of Health gave its approval, Mr. Mattson could start serving alcohol. Regulation changed and Mr. Mattson had to do additional work to the restaurant before receiving approval by the Department of Health. The Department of Health was scheduled for an inspection right around the time of the fire, and still needs to inspect the facility prior to re-opening. Technically, since this was a new license, Mr. Mattson could have waited and applied at a later date, and the fee would have been prorated per City Code.

Therefore, Council has basically 2 options:

- Refund the July 1, 2019-June 30, 2020 license fee from **October – June** due to the fire. This would result in a refund of $2,100.

- Refund the **entire** $2,800, under the premise that Mr. Mattson wouldn't have needed a license until approval from the Department of Health was received. The fee for July 1, 2019-June 30, 2020 would have been prorated per City Code.

Mr. Mattson is asking that any refund be applied to the July 1, 2020 renewal. With either of the options, the amount of the refund will exceed the July 1, 2020 renewal amount and a check will need to be cut for Mr. Mattson.

Mr. Mattson is very appreciative of the Council taking the time to consider the refund and appreciates whatever the Council decides.

1200.05 Application for License. Subdivision 1. Form. An application for a license to sell liquor shall state the name of the applicant, his age, representations as to his character, with such references as the Council may require, his citizenship, the type of license applied for, the business in connection with which the proposed license will operate and its location, whether the

applicant is owner and operator of the business, how long he has been in that business at that place, and such other information as the Council may require from time to time. In addition to containing such information, the application shall be in the form prescribed by the commission of public safety and shall be verified and filed with the Clerk-Treasurer. No person shall make a false statement in an application.

Subd. 2. Deleted Ord. 888 – 1990

Subd. 3. Financial Responsibility. Prior to the issuance of a liquor license, the applicant shall demonstrate proof of financial responsibility as defined in Minnesota Statutes, Section 340.11, Subdivision 11, with reference to liability under the Statutes, Section 340.95. Such proof shall be filed with the commissioner of public safety. Any liability insurance policy filed as proof of financial responsibility under this Subdivision shall conform to Minnesota Statutes, Section 340.12.

Subd. 2. Deleted Ord. 888 – 1990

Subd. 3. Financial Responsibility. Prior to the issuance of a liquor license, the applicant shall demonstrate proof of financial responsibility as defined in Minnesota Statutes, Section 340.11, Subdivision 11, with reference to liability under the Statutes, Section 340.95. Such proof shall be filed with the commissioner of public safety. Any liability insurance policy filed as proof of financial responsibility under this Subdivision shall conform to Minnesota Statutes, Section 340.12.

Subd. 4. Approval of Security. The security offered under Subdivision 2 shall be approved by the Council and in the case of applicants for on sale wine licenses and off sale licenses, by the commissioner of public safety. Liability insurance policies required by this Section but not by state law and surety bonds required under Subdivision 2 shall be approved as to form by the City Attorney. Operation of a licensed business without having on file with the City at all times effective security as required in Subdivisions 2 and 3 is a cause for revocation of the license.

1200.07 License Fees. Subdivision 1. Fees: Amounts. The annual fees for licenses under this Section are set by Chapter X.

Subd. 2. Payment. Each application for a license shall be accompanied by a receipt from the Clerk-Treasurer for payment in full of the license fee and the fixed investigation fee required by this Section, if any. All fees shall be paid into the general fund. If an application for a license is rejected, the Clerk-Treasurer shall, refund the amount paid as the license fee.

Subd. 3. Term: Pro Rata Fee. Each license shall be issued for a period of one year except that if the application is made during the license year, a license may be issued for the remainder of the year for a pro rata fee, with any unexpired fraction of a month being counted as one month. Every license shall expire on the last day of June.

Subd. 4. Refunds. No refund of any fee shall be made except as authorized by Statute

1200.09 Granting of Licenses. Subdivision 1. Preliminary Investigation. On an initial application for an on-sale license and on application for transfer of an existing on-sale license, the applicant shall pay with the application an investigation fee of $100 and the City shall conduct a preliminary background and financial investigation of the applicant pursuant to Chapter 15 of the Brainerd City Code. The application in such case shall be made on a form prescribed by the Minnesota Bureau of Criminal Apprehension (BCA) and with such additional information as the Council may require. If the Council deems it in the public interest to have an investigation made on a particular application for renewal of an on-sale license, it shall so determine. In any case, if the Council determines that a comprehensive background and financial investigation of the applicant is necessary, it may conduct the investigation pursuant to Chapter 15 of the Brainerd City Code. No license shall be issued, transferred or renewed if the results show to the satisfaction of the Council that issuance would not be in the public interest. If an investigation outside the State is required, the applicant shall be charged the cost not to exceed $10,000 which shall be paid by the applicant after deducting any initial investigation fee already paid. The fee shall be payable by the applicant whether or not the license is granted. The Council shall estimate the cost of the out of State investigation and said sum shall be payable by the applicant prior to the out of State investigation.

(Amended Ord. 1353 – 2010)

Subd. 2. Hearing and Issuance. The Council shall investigate all facts set out in the application and not investigated in the preliminary background and financial investigation conducted pursuant to Subdivision 1. Opportunity shall be given to any person to be heard for or against the granting of the license. After the investigation and hearing, the Council shall, in its discretion, grant or refuse the application. No on-sale wine license or off sale license shall become effective until it, together with the security furnished by the applicant, has been approved by the commission of public safety.

Subd. 3. Person and Premises Licenses: Transfer. Each license shall be issued only to the applicant and for the premises described in the application. No license may be transferred to another person or place without Council approval. Any transfer of stock of a corporate licensee is deemed a transfer of the license and a transfer of stock without prior Council approval is grounds for revocation of the license.

1200.11 Person Ineligible for License. No license shall be granted to any person made ineligible for such license by State law. No more than one on-sale and one off-sale intoxicating liquor license shall be directly or indirectly issued within the City to any one person.

(Amended Ord. 1017 – 1996)

2017 Minnesota Statutes

Authenticate

340A.408 RETAIL LICENSE FEES.

Subdivision 1. **3.2 percent malt liquor.** (a) The license fee for an on-sale and off-sale 3.2 percent malt liquor license is the fee set by the county or city issuing the license.

(b) One-half of the license fee received by a county for a retail license to sell 3.2 percent malt liquor within any town in the county shall be paid to the town board where the business is located.

Subd. 2. **Intoxicating liquor; on-sale.** (a) The license fee for a retail on-sale intoxicating liquor license is the fee set by the city or county issuing the license subject to the limitations imposed under this subdivision. The license fee is intended to cover the costs of issuing and inspecting and other directly related costs of enforcement.

(b) The annual license fee for an on-sale intoxicating liquor license issued by a municipality to a club must be no greater than:

(1) $300 for a club with under 200 members;

(2) $500 for a club with between 201 and 500 members;

(3) $650 for a club with between 501 and 1,000 members;

(4) $800 for a club with between 1,001 and 2,000 members;

(5) $1,000 for a club with between 2,001 and 4,000 members;

(6) $2,000 for a club with between 4,001 and 6,000 members; or

(7) $3,000 for a club with over 6,000 members.

(c) The license fee for the issuance of a wine license may not exceed one-half of the license fee charged for an on-sale intoxicating liquor license, or $2,000, whichever is less.

(d) The town board of a town in which an on-sale establishment has been licensed by a county may impose an additional license fee on each such establishment in an amount not to exceed 20 percent of the county license fee.

Subd. 3. **Intoxicating liquor; off-sale.** (a) The annual license fee for an off-sale intoxicating liquor license issued by a city, when combined with any occupation tax imposed by the city, may not exceed the following limits:

(1) $1,500 for cities of the first class;

(2) $560 for cities over 10,000 population located outside of the seven-county metropolitan area other than cities of the first class;

(3) $380 for cities over 10,000 population other than cities of the first class or cities described in clause (2);

(4) $310 for cities of between 5,000 and 10,000 population; and

(5) $240 for cities with less than 5,000 population.

(b) The annual license fee for an off-sale intoxicating liquor license issued by a county or town shall not exceed $800.

(c) The fee set by the jurisdiction issuing the license shall be reduced by $100 if the following conditions are met:

(1) the licensee agrees to have a private vendor train all employees within 60 days of hire and annually thereafter in laws pertaining to the sale of alcohol, the rules for identification checks, and the responsibilities of establishments serving intoxicating liquors;

(2) the licensee agrees to post a policy requiring identification checks for all persons appearing to be 30 years old or less; and

(3) a cash award and incentive program is established by the licensee, to award employees who catch underage drinkers, and a penalty program is established to punish employees in the event of a failed compliance check.

(d) Population for purposes of this subdivision shall be as determined by the state demographer.

Subd. 3a. **Fee increases; notice, hearing.** No city, town, or county shall increase the fee for a liquor license governed by subdivision 1, 2, or 3, except after notice and hearing on the proposed increase. Notice of the proposed increase must be mailed to all affected licensees at least 30 days before the date set for the hearing. This subdivision supersedes any inconsistent provision of law or charter.

Subd. 4. **Lake Superior, St. Croix River, and Mississippi River tour boats; common carriers.** (a) The annual license fee for licensing of Lake Superior, St. Croix River, and Mississippi River tour boats under section 340A.404, subdivision 8, shall be $1,500. The commissioner shall transmit one-half of this fee to the governing body of the city that is the home port of the tour boat or to the county in which the home port is located if the home port is outside a city.

(b) The annual license fee for common carriers licensed under section 340A.407 is:

(1) $50 for 3.2 percent malt liquor, and $20 for a duplicate license; and

(2) $250 for intoxicating liquor, and $30 for a duplicate license.

Subd. 5. **Refunds.** A pro rata share of an annual license fee for a retail license to sell intoxicating or 3.2 percent malt liquor, either on-sale or off-sale, may be refunded to the licensee or to the licensee's estate if:

(1) the business ceases to operate because of destruction or damage;

(2) the licensee dies;

(3) the business ceases to be lawful for a reason other than a license revocation; or

(4) the licensee ceases to carry on the licensed business under the license.

History: *1985 c 305 art 6 s 8; 1987 c 152 art 1 s 1; 1989 c 104 s 1; 1991 c 249 s 11,31; 1992 c 486 s 8; 1992 c 513 art 3 s 59; 1996 c 418 s 7; 2005 c 136 art 8 s 16; 2007 c 89 s 6*

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CITY OF BRAINERD
SAFETY AND PUBLIC WORKS COMMITTEE
AGENDA

June 15, 2020
7:15 PM

WebEx Teleconference Meeting
Call Toll-Free: 844-992-4726
Access Code: 146 163 5362

1. Improvement 20-01 – 2020 Seal Coat Bids

2. Improvements 16-09 and 19-07 – 2019 Buffalo Hills Lane and Mississippi Drive Reconstruction Projects – Change Order 3

3. Resolution – Improvement 19-01 – NW 4th Street Reconstruction – Cooperative Construction Agreement

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: Improvement 20-01 - 2020 Seal Coat Project Bids

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

Summary of Issue:

Bids for Improvement 20-01 - 2020 Seal Coat Project were solicited and received consistent with Minnesota statute on June 5th, 2020 at 10:00 AM. This is for the seal coating of numerous streets in Brainerd including O Street, Sunset Way, Thiesse Drive, James Street, 5th Avenue NE, Alexander Street, Ashmun Road, B Street, Highview Court, McKay Road, Pine Street, Wonderland Park Road, Wonderland Park Circle, Walnut Street, Liberty Lane, Terrace Avenue, 11th Street S, 14th Street SE, 2nd Street NW, 19th Street SE, 6th Street NW, 15th Street SE, 4th Street S, 5th Street S, Front Street, Oak Street, and Colonywood Lane.

Alternatives, Options, Effects on Others/Comments:

In total, 3 bids were received per the attached abstract and include bids from Asphalt Surface Technologies Corporation, Asphalt Preservation Company, Inc., and Allied Blacktop Company in the total respective bid amounts of $147,576.12, $159,367.13, and $225,286.21. Asphalt Surface Technologies Corporation is the apparent low bidder. Engineer's estimate for the project was $170,000. These bid costs represent 13.19% under engineer's estimate, 6.25% under engineer's estimate, and 33% over engineer's estimate respectively.

Recommended Action/Motion:

Staff recommends authorizing staff to accept the bids as presented and award the contract to Asphalt Surface Technologies Corporation (ASTECH) in the total bid amount of $147,576.12 and further, to authorize the Mayor and City Administrator to enter into the agreement with ASTECH as such.

Financial Impact:

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

What is the total cost, with tax and shipping $ 147,576.12

Is this budgeted? ☑ Yes ☐ No

Please Explain: We budget $150,000 in seal coating anually in the 5-year capital improvement plan.

Contract D id Abstract y Contract

Report ate: 6/5/2020
Contract Name: 2020 Chip Seal Project D
2 2
Bid Opening: 6/5/2020, 10:00 AM D

Base Bid D

Records 1-11 of 11

D					Asphalt Surface Technologies Corp.		Asphalt Preservation Company Inc.		Allied Blacktop Company	
Line	Number D	Description	Unit	Project Quantity	Bid Amount	Total Amount	Bid Amount	Total Amount	Bid Amount	Total Amount
1	2021.501/00010	MOBILIZATION	LS	1	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
2	2355.506/00010	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	9,685 D	$1.80	$17,433.00	$0.90	$8,716.50	$1.49	$14,430.65
3	2356.504/00010	BITUMINOUS SEAL COAT	S Y	80,713 D	$0.58 D	$46,813.54 D	$0.90 D	$72,641.70 D	$1.31 D	$105,734.03
4	2356.506/00020	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	28,250 D	$2.15 D	$60,737.50 D	$1.90 D	$53,675.00 D	$2.49	$70,342.50 D
5	2563.601/00010	TRAFFIC CONTROL	LS	1 D	$5,000.00 D	$5,000.00 D	$5,000.00 D	$5,000.00 D	$15,680.00	$15,680.00 D
6 D	2582.503/10104	4" SOLID LINE PAINT	L F	3,554 D	$0.48 D	$1,705.92 D	$0.47	$1,670.38 D	$0.45 D	$1,599.30 D
7	2582.503/10124	24" SOLID LINE PAINT	L F	51 D	$4.20 D	$214.20 D	$4.09 D	$208.59	$4.00 D	$204.00 D
8	2582.503/10204	4" BROKEN LINE PAINT	L F	390 D	$0.48 D	$187.20 D	$0.47	$183.30 D	$0.45 D	$175.50
9	2582.503/10404	4" DBLE SOLID LINE PAINT	L F	1,703 D	$0.95	$1,617.85 D	$0.92	$1,566.76 D	$0.90	$1,532.70 D
10	2582.518/01000 D	PAVT MSSG PAINT	S F	892.91 D	$3.15 D	$2,812.6665 D	$3.05 D	$2,723.3755 D	$3.00	$2,678.73
11	2582.518/05000	CROSSWALK PAINT	S F	1,818	$1.68 D	$3,054.24	$1.64 D	$2,981.52	$1.60 D	$2,908.80 D
						Total $147,576.12 D		Total $159,367.13 D		Total $225,286.21 D

Totals D

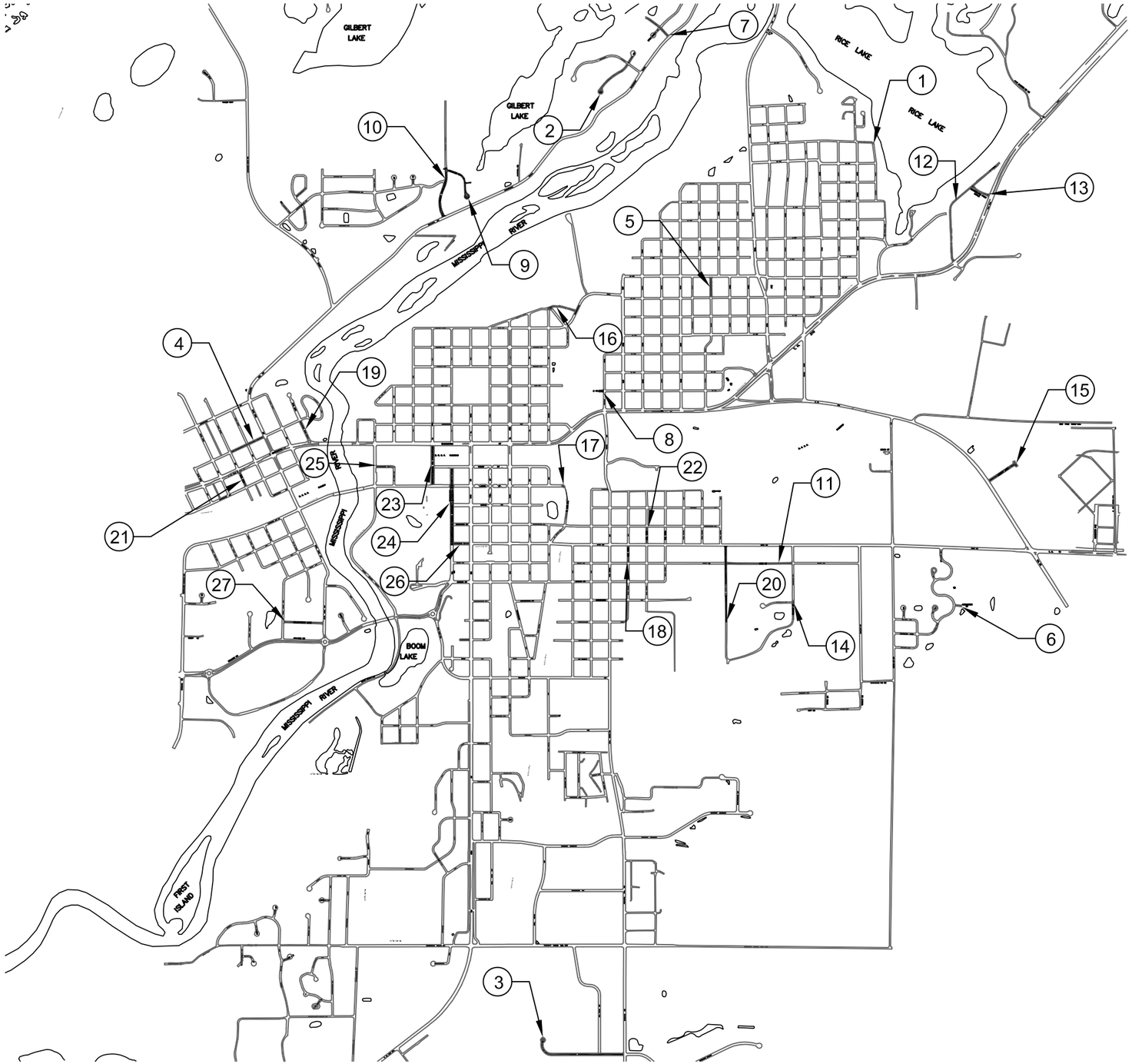
Asphalt Surfa e Te hnolo ies Corp. D	Asphalt reservation Company In . D	Allied Bla top Company D
$147,576.12	$159,367.13	$225,286.21

I hereby certify that this D s D n exact reproduction of bids received. D

License Number:

Signature:

Date:



CITY OF BRAINERD, MINNESOTA

DEPARTMENT OF ENGINEERING

CONSTRUCTION PLAN FOR:

IMPROVEMENT PROJECT 20-01

2020 CHIP SEAL PROJECT

PROJECT LOCATION AREAS

1: O ST NE - (13th Ave NE to 14th Ave NE)
2: SUNSET WAY - (Island Dr to End of Cul-De-Sac)
3: THIESSE DR - (End of Cul-De-Sac to CSAH 45)
4: JAMES ST - (4th St NW to 6th St NW)
5: 5TH AVE NE - (G St NE to H St NE)
6: ALEXANDER ST - (Holton Ave to 125' East of Holton Ave)
7: ASHMUN RD - (Riverside Dr to 800' West of River)
8: B ST NE - (120' West of Gillis Ave to Gillis Ave)
9: HIGHVIEW CT - (Mckay Rd to End of Cul-De-Sac)
10: MCKAY RD - (Riverside Dr to City Limits)
11: PINE ST - (19th St SE to Walnut St)
12: WONDERLAND PARK RD - (TH 210 to City Limts)
13: WONDERLAND PARK CIRCLE - (TH 210 to Wonderland Park Rd)
14: WALNUT ST - (End of Pavement to Breilly Ct)
15: LIBERTY LN- (TH 25 to 660' East of TH 25)
16: TERRACE AVE - (10th St N to Evergreen Ave)
17: 11TH ST S- (175' North of Norwood St to Laurel St)
18: 14TH ST SE - (Pine St to Oak St)
19: 2ND ST NW - (Washington St to James St)
20: 19TH ST SE - (820' South of Pine St to Oak St)
21: 6TH ST NW - (Charles St to Washington St)
22: 15TH ST SE - (Oak St to Norwood St)
23: 4TH ST S - (Laurel St to Washinton St)
24: 5TH ST S - (Oak St to Front St)
25: FRONT ST - (East River Rd to 2nd St S)
26: OAK ST - (5th St S to 6th St S)
27: COLONYWOOD LN - (6th St SW to 4th St SW)

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

NOTE: MATERIALS STORAGE IS AVAILABLE ON CITY PROPERTY.

N

NO SCALE

REV.	DATE	DESCRIPTION	REVISED

BRAINERD

City of Brainerd
Engineering Department
501 Laurel Street
Brainerd, MN 56401

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.

Paul Sandy Date 04/18/20

Paul Sandy, P.E. License No. 53635

NOT TO SCALE

NO.	SHEET INDEX
1	TITLE SHEET
2	ESTIMATED QUANTITIES
3	STREET SEGMENTS

SHEET 1 OF 3

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: IMPs. 16-09 and 19-07 - BHL and Miss. Dr. Recon. - Change Order 3

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

Summary of Issue:

Attached to this request is a staff approved change order 3 on Buffalo Hills Lane and Mississippi Drive Project, which are Improvements 16-09 and 19-07.

Alternatives, Options, Effects on Others/Comments:

This change order is for grading corrections and slope stability hydraulic reinforced matrix mulch that was used in certain areas on the project. As part of the storm pond construction on Buffalo Hills Lane, a correction to the storm outfall on the Mississippi River was done to better assist any overflow from the pond into making it to the river without washing out soils at the outfall. During this process, the contractor had to remove some trees and go down a steep embankment to reach the outfall. The embankment was further stabilized for the winter of 2019/2020. When spring 2020 commenced, there were minor washouts on the existing slope. When the permanent seed was laid, staff recommended the contractor use a heavier stabilizing agent to prevent erosion prior to grass growing, thus the use of Hydraulic Reinforced Matrix stabilization compound. This compound was also used on the slopes of the storm pond and on a few steep slopes on the project to prevent erosion. The grading correction was for the additional work after preliminary stabilization near the storm outfall. Total price of the grading correction is $3,250 and the unit price for the RFM material is $1.50/SY. We used a total of 4,515 SY for a total RFM amount of $6,772.50 and a total change order amount of $10,022.50.

Recommended Action/Motion:

Staff recommends authorization of the attached change order contingent of P&F approval of the pay application for the contract on their agenda. Original contract cost on the project is $1,563,604.50, revised contract amount with change orders 1, 2, and 3 included is $1,607,663.00.

Financial Impact:

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

What is the total cost, with tax and shipping $ 10,022.50

Is this budgeted? ☐ Yes ☑ No

Please Explain: This change order will be paid through construction fund 401 and covered by State Aid, as it is a State Aid eligible expense.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s) SAP 108-136-004	Local Imp. 16-09	MN Project No.:		Change Order No.	3

Project Location: Buffalo Hills Lane
Reconstruction of Buffalo Hills Lane from Mississippi Drive to Greenwood Street

Local Agency | Local Project No. 16-09
Contractor: Kraemer Trucking & Excavating Inc. | Contract No. 2019-04
Address/City/State/Zip: PO Box 434 / Cold Spring / MN / 56320

Total Change Order Amount $ $10,022.50

RFM to ensure soil stabilization near steep grades on job site. CO also includes some additional correction/grading at storm sewer outfall by the Mississippi River.

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

**Group/funding Category	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
Change Order 3	-	Additional grading correction at storm outfall by Mississippi River.	LS	$3,250.00	1	$3,250.00
Change Order 3	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	S Y	$1.50	4515	$6,772.50
					Net Change this Change Order	**$10,022.50**

Group/funding category is required for federal aid projects

Due to this change, the contract time: *(check one)*

(X) Is NOT changed	( ) May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

Approved by Project Engineer: Paul Sandy Date: 5/27/20
Print Name: Paul Sandy

Approved by Contractor: Date: 5/27/20
Print Name: Jeff Kraemer

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ___ Federal Funding X State Aid Funding X Local funds

6/1/20

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: RES - IMP 19-01 - NW 4th Street Cooperative Construction Agreement

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

Summary of Issue:

Attached to this request is a resolution in which allows the City Administrator and Mayor to execute a cooperative construction agreement with MnDOT so that MnDOT can reimburse the City for the eligible signal upgrade costs on the Trunk Highway as part of the NW 4th Street Project in 2021.

Alternatives, Options, Effects on Others/Comments:

As you may recall, there are some minor signal adjustments that will be occurring at NW 4th Street as part of the project including the addition of a second southbound left turn lane and signal arm extension at NW 4th Street and Washington Street. This will also include the inclusion of modified loop detectors and a new signal cabinet to upgrade the signal, in which MnDOT will be participating in as part of the project. While the City will pay the contractor, MnDOT will reimburse the City for all expenses that are elgible as part of the signal upgrade.

Recommended Action/Motion:

Staff recommends adopting the attached construction cost share agreement for IMP 19-01 - NW 4th Street reconstruction cooperative cost share agreement.

Financial Impact:

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

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

Is this budgeted? ☐ Yes ☐ No

Please Explain:

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

COOPERATIVE CONSTRUCTION AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRAINERD, MINNESOTA: That the City of Brainerd enter into MnDOT Agreement No. 1036032 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State Minnesota to the City of the State's share of the costs of the signal construction, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 210 at the intersection of MN 210 and NW 4th Street within the corporate limits of the City of Brainerd under State Project No. 1808-85.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized to execute the Agreement and any amendments to the Agreement.

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: June 15, 2020

Title of Item: Temporary Extensions of Premises 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 1st Reading **provide copy of published hearing notice*
Submitted by: Community Development Director	**Department:** Community Development
Presenter (Name & Title): David Chanski, CDD	**Estimated Time Needed:** 5 minutes

Summary of Issue:

The City Council approved the COVID-19 Temporary Extension of Premises Permit during a special city council meeting on Wednesday, May 27. This action temporarily lifted the restrictions on patios and outdoor dining areas as outlined in Section 515 of the City Code and empowered the Community Development Department to issue, manage, and revoke Temporary Extensions of Premises Permits. This action became effective June 1 and was set to stay in effect until October 31, 2020 or until further occupancy guidelines permitting indoor occupancy are issued by the State of Minnesota. On Friday, June 5, Governor Walz announced that bars are restaurants are allowed to reopen indoor and outdoor service at 50% capacity (not to exceed 250), starting Wednesday, June 10.

Alternatives, Options, Effects on Others/Comments:

Six establishments have applied for and been granted a Temporary Extension of Premises so far: O'Neary's Irish Pub, Knotty Pine Bakery, 5Rock Distilling Company, Roundhouse Brewery, Carl Sydney Hanson Post 255, and Eagles Club 287. Staff has not received any negative comments from the public nor observed any issues with the permitted extensions of premises.

Since bars and restaurants are still limited in their capacity (50% indoors and 50% outdoors) and since we have not experienced any issues with the currently permitted extensions of premises, staff recommends allowing these extensions of premises to remain in place until October 31, 2020. All other guidelines established by the City Council shall remain in place.

Recommended Action/Motion:

Motion to allow all current and future permitted COVID-19 Temporary Extensions of Premises to remain in place until October 31, 2020.

Financial Impact:

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

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

Is this budgeted? ☐ Yes ☐ No

Please Explain:

COVID-19 TEMPORARY EXTENSION OF PREMISES PERMIT

Checklist

_____ City application for "Temporary Extension of Premise" permit

_____ Diagram of the Temporary Extended Premises to be created including measurements, entrance/exit, table layout, and in relation to the current premises/property

_____ Copy of Certificate of Insurance with Extension of Liquor Liability Insurance (if establishment holds a liquor license)

Applicant will be notified upon approval.

SPECIAL NOTES

- All indoor restaurant services remain closed – only outdoor seating is allowed.
- The number of customers at any one time is limited to the number for whom physical distancing of 6 feet can be maintained between tables, NOT to exceed 50 or the maximum number determined by the Fire Marshall, whichever is less..
- A limit of two (2) customers may be seated together at the counter for service at any one time.
- A limit of four (4) customers may be seated together at a table at any one time unless the customers reside in the same household, in which case six (6) are allowed.
- The entire perimeter of the temporary extended premises must be attached to the original licensed premises (or in immediate vicinity if public right-of-way is being used) and enclosed (roped or chained off or fenced in) to control access
- The approved temporary extension of premises is valid through October 31, 2020 or until further occupancy guidelines permitting indoor occupancy are issued by the State of Minnesota
- All aspects of the Executive Orders of Governor Walz, as well as CDC and MN Department of Health guidelines must be complied with at all times.
- The Community Development Department has the right to revoke or alter any permit for violation of these guidelines or by recommendation of the City of Brainerd Police Department or Fire Department.

COVID-19 TEMPORARY EXTENSION OF PREMISES PERMIT

Guidelines

1. Restaurants and bars may temporarily extend their premises outside by permit as long as it is compact and contiguous. This would include the expansion of current outside licensed premises areas.
    a. Establishments who do not have the spatial ability to extend their premises within their property and do not currently have an outdoor dining area, may request to use immediately adjacent right-of-way for an extension of premises.
    b. No extension of premises within the right-of-way shall be located on a public sidewalk and shall not extend out further than ten (10) feet from the curb.
    c. No glass products are allowed in extensions of premises within the right-of-way.
2. In order to receive a temporary extension of premises, a proprietor must submit an application for a Temporary Extension of Premises Permit to City of Brainerd Community Development Department and receive approval for their plan.
3. The application must include a diagram of the temporary extended premises to be created. This is to include, at least, measurements in feet showing the perimeter of the temporary extended area, entrance/exit, table layout, and how the area relates to the overall footprint of the original licensed premises/property. Proprietors are required to adhere to all City Codes, including those relating to lighting and noise.
4. Extensions of premises shall be inspected by the City of Brainerd Fire Marshal and Building Official before any service can take place.
5. Applicants shall indicate whether a temporary membrane structures, tents, and/or canopies is intended to be used. If a temporary membrane structure/tent/canopy will be used, its dimensions and location shall be included within the application materials.
6. If the proprietor holds any kind of liquor license, the license holder must also provide the Community Development Department a current Certificate of Liquor Liability showing that the liquor liability insurance coverage will extend to the temporary extended premises (including any public property and size parameters) for the duration of the time allowed.
7. The temporary extended premises must be attached to (or immediately adjacent to if public right-of-way is being used) the original licensed premises and enclosed (roped off, temporally fenced in, or chained off) so access (entering/exiting) is controlled. When possible, it is preferred this be through the original licensed premises.
8. The designated temporary extended premises must remain for the duration of the time allowed (i.e. if a parking lot is temporarily extended premises, the license holder can't change back and forth from parking lot to temporary extended premises).
    a. Extensions of premises within the downtown right-of-way shall be dismantled no later than 4:30a.m. and reassembled no sooner than 10:00a.m. each Wednesday for street sweeping.
9. Appropriate and Adequate parking to accommodate parking must be maintained at all times.

10. All aspects of Governor Walz's current and future Executive orders, as well as CDC and MN Department of Health requirements must also be complied with as part of the temporary premises extension.

11. The temporary extension of premises will be allowed from the date granted by the Community Development Department through October 31, 2020 or until further occupancy guidelines permitting indoor occupancy are issued by the State of Minnesota. The Brainerd City Council holds the right to alter or rescind these temporary extension of premises guidelines at any time.

12. The Community Development Department has the right to revoke or alter any Temporary Extension of Premises Permit for violation of these guidelines or by recommendation of the City of Brainerd Police Department or Fire Department.

    a. If a Temporary Extension of Premises Permit is revoked, altered, or suspended, the proprietor may submit an appeal in writing to the City Council. The appeal will be heard at the next available city council meeting.

COVID-19 TEMPORARY EXTENSION OF PREMISES PERMIT

Application

Name of Applicant:_____

Business Name:_____

Business Address:_____

Does this establishment currently have a permitted patio/outdoor seating area? Y ☐ / N ☐

Does this establishment have a current on-sale liquor license? Y ☐ / N ☐

*If yes, a current Certificate of Liquor Liability showing that the liquor liability insurance coverage will extend to the temporary extended premises (including any public property) for the duration of the time allowed must be attached.

Are you requesting use of the public Right-of-Way? Y ☑ / N ☐

Do you have a COVID-19 Preparedness Plan in place? Y ☐ / N ☐

Do you intend to use a temporary membrane structure/tent/canopy? Y ☐ / N ☐

*If yes, include its dimensions and location within the attached site plan.

Site Plan (attach on separate piece of paper) – include, at least, measurements in feet showing the perimeter of the temporary extended area, entrance/exit, table layout, size and location of temporary membrane structures/tents/canopies, and how the area relates to the overall footprint of the original licensed premises/property.

Statement of Understanding

I declare that the information provided in this application and on the accompanying exhibits is true and complete to the best of my knowledge. I acknowledge that I am bound to comply with the COVID-19 Temporary Extension of Premises Permit. I further understand and agree that, in consideration for use of public property (e.g., sidewalk and/or street), if, any, the business on whose behalf I am signing will defend and indemnify the City from and against all claims, damages, liability, and costs (including attorney's fees) arising out of the business's use of the public property pursuant to this permit. I further warrant that I have authority to bind the business to the terms and conditions of this permit. I understand that falsifying information or failing to comply with these guidelines will result in immediate revocation of this permit. The City of Brainerd and its staff have the right to verify any information contained in this application.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

COVID-19 TEMPORARY EXTENSION OF PREMISES PERMIT

Applicable Ordinances

Section 515-18: Outdoor Lighting

Section 825: Sidewalks

Section 1200: Intoxicating Liquor

Section 1205: Non Intoxicating Malt Liquor

Section 2010: Nuisances/Junk/Blight

Section 2014: Noise Related Issues

Section 2035: Use of Water and Electric Apparatus

Section 2040: Loitering

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: Resolution - Designating Polling Locations for 2020

☐ 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:

MN Statute 204B.16 subd.1 requires all municipalities to designate polling places for each precinct by December 31st each year. Due to COVID-19, the statute was updated and municipalities have until July 1st to update polling locations for the 2020 and are able to combine precincts as well. In working with county election staff, we find that we can go from 8 polling locations to 4 for the 2020 election. This would help with staffing the polls as well as supplies (sanitation, etc) due to COVID-19.

Alternatives, Options, Effects on Others/Comments:

With combining the the polling locations, the County will need to send notices of polling location change to each registered voter or one per household. The City will need to pay for the cost of the notices. Staff's recommendation is to send notice to each household, as it would be about half of the cost.

Recommended Action/Motion:

Adopt the attached resolution designating updated polling places for 2020 for the City of Brainerd and to authorize staff to work with the County in sending out polling location change notices one for each household.

Financial Impact:

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

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

Is this budgeted? ☑ Yes ☐ No

Please Explain: The County will have to send a mailing to either each household or each voter. Cost can be offset by having 4 polling locations rather than 8.

R E S O L U T I O N

NO. ___:20

ESTABLISHING POLLING PLACES

WHEREAS**,** per revised Minnesota Statute 204B.16 subd.1 the governing body of each municipality must designate by ordinance or resolution a polling place by July 1, 2020 to establish and combine polling locations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Brainerd that the polling location for the calendar year 2020 for the City of Brainerd are:

Ward 1	Church of Jesus Christ of Latter-Day Saints; 101 Buffalo Hills Lane W
Ward 2	Essentia Health Sports Center; 502 Jackson Street
Ward 3	North East Brainerd Fire Station; 1301 Mill Ave
Ward 4	St. Andrew's Catholic Church; 1108 Willow Street

Adopted this____ day of _____, 2020

_____
GABE JOHNSON
President of the Council

Adopted this____ day of _____, 2020

_____
DAVE BADEAUX
Mayor

ATTEST:_____
JENNIFER BERGMAN
City Administrator

Brainerd City Council
Agenda Request

Requested Meeting Date: June 15, 2020

Title of Item: City Administrator Report/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 1st Reading **provide copy of published hearing notice*
Submitted by: Jennifer Bergman	**Department:** Administration
Presenter (Name & Title): Jennifer Bergman, City Administrator	**Estimated Time Needed:** 15 minutes

Summary of Issue:

See attached City Administrator Report/Update.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

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

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

Is this budgeted? ☐ Yes ☐ No

Please Explain:

M E M O

TO: Mayor and City Council

FROM: City Administrator, Jennifer Bergman

DATE: June 11, 2020

RE: City Administrator Update

Council Goals Work Session
I would like to hold a special in-person Work Session on Monday, June 22nd. I spent a considerable amount of time trying to complete my Performance Framework; however, the first section of the Framework is tied to goals. The City has "Core Values" but no adopted goals which made it challenging for me to complete my Framework.

In October 2019, the City Council passed a resolution adopting the 2035 Brainerd Comprehensive Plan. The Plan was a two-year process which included community input to help identify goals, priorities, and strategies for the City.

Staff is preparing a survey for each Council member to review the goals and strategies in the Comprehensive Plan to identify 1-3, 3-5, 5-10 and 10-15 year goals. If the Council agrees, we would like to send out this survey on June 16th and ask the Council members to complete the survey to prepare ahead of time for the Goals Work Session.

At the Work Session, we will focus on the 1-3 year goals and ask the City Council to identify goals for each section (department) through December 2022.

R5CM Task Force
All the community members were notified that they were selected for the Region 5 Children's Museum Task Force and we anticipate the first Task Force meeting to be held by the end of June.

National Boxer Rescue
I just wanted to provide the Council an update on the request made by Cheryl Peterson of National Boxer Rescue at the May 18th City Council meeting.

We received an email from Prosecutor Kurt Porter who stated that charges were filed against Ms. Petersen on May 4, 2020; it is now Crow Wing County Court File No 18-CR-20-1627. The matter was placed on "Pandemic Status" by Court administration on May 5, 2020 and has not yet been set on for a hearing. The first hearing will be the Arraignment at which Ms. Petersen will be advised of certain rights, including the right to counsel.

Two of the allegations against Ms. Petersen are misdemeanors, which would mean that she is entitled to court-appointed counsel. He stated he is hesitant to engage in

negotiations of any kind before Ms. Petersen has an opportunity to apply for a public defender, which will happen at the arraignment. Unfortunately, he does not know when the matter will be heard and/or resolved.