

CITY COUNCIL AGENDA

Brainerd, Minnesota

October 5, 2020

7:30 P.M.

City Hall Council Chambers

WebEx Teleconference Call In Information

CALL TOLL-FREE: 1-844-992-4726

Access Code: 146 174 3168

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

2. **Roll Call**

___ K. Stunek ___ D. Pritschet ___ K. Bevans ___ W. Erickson

___ T. Erickson ___ J. Lambert ___ G. Johnson ___ Mayor Badeaux

3. **Pledge Of Allegiance**

4. **Approval Of Agenda - Voice Vote**

5. **Consent Calendar**

NOTICE TO PUBLIC - all matters listed are considered routine by the Council and will all be enacted by one (1) motion. There will be no separate discussion of these items unless good cause is shown prior to the time the Council votes on the motion to be ADOPTED BY ROLL CALL

A. **Approval Of Minutes**

1. Regular Meeting Held on September 21, 2020

Documents:

20200921_CC draft.pdf

B. **Approval Of Licenses**

- Contractor Licenses - 1

Documents:

CONTRACTOR LICENSE REPORT 2020-10-01.pdf

C. **Department Activity Reports**

1. Fire Chief
2. Park Director

Documents:

Fire Chief Report.pdf

Park Director Report.pdf

1. Fire Chief Report

Documents:

September.pdf

D. MN Fire Department Turnout Gear Washer /Dryer Award Program

Documents:

MN Fire Grant Award.pdf

E. Temporary Beer License Revised Date From August 22, 2020 (Canceled Due To COVID) -Submitted By The Brainerd Aeries Eagles #287, 124 Front St., Brainerd For An Event To Be Held October 24, 2020 At Memorial Park, 1700 Mill Ave., Brainerd

6. Presentations

A. Presentation By The Water Tower Committee

7. Council Committee Reports

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

WebEx Teleconference Information

- Call Toll-Free: 844-992-4726
- Access Code: 146 468 4072

Documents:

20201005_PF.pdf

1. Approval Of Bills & Payments To Contractors

<u>Contractor</u>	<u>IMP#</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Contract Amount</u>
Kraemer Excavating	16-09 and 19-07	Buffalo Hills & Mississippi Dr	\$1,722,099	\$1,654,486

2. Shared Maintenance Services Agreement Amendment

Documents:

Shared Services Amendment.pdf

3. 2021 Toward Zero Deaths (TZD) Enforcement Grant Resolution

Documents:

RES TZD.pdf

4. 2021 Health Insurance Provider, Plans & Broker - Recommendation From Employee Insurance Committee

Documents:

2021 Health Insurance.pdf

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

WebEx Teleconference Information

- Call Toll-Free: 844-992-4726
- Access Code: 146 576 4910

Documents:

20201005_SPW.pdf

1. Event/Street Closure Application - St. Francis School Marathon

Documents:

Application - St. Francis School Marathon.pdf

2. Improvement 20-02 - 2020 Crack Seal Project Final Pay Application

Documents:

IMP 20-02 Crack Seal.pdf

3. Improvements 16-09 And 19-07 - Buffalo Hills Lane And Mississippi Drive Reconstruction Project Final Pay Application

Documents:

Imps 16-09 and 19-07 Final Pay Application.pdf

4. Laurel Street Bridge Expansion Joint Gland Replacement

Documents:

Laurel St Bridge.pdf

5. Street Light Request - 2014 Crestview Lane

Documents:

Street Light Request - 2014 Crestview Lane.pdf

6. Transit Telecommunications Site Use And Annual Lease Agreement

Documents:

Transit Tower Lease Agreement.pdf

8. Unfinished Business

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

- Kevin Yeager - Parking Commission

Documents:

Yeager, K - Parking Commission.pdf

B. **Call For Applicants - Informational**

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

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

Cable TV Advisory Committee - 1 term (Expire 2021) - 2 terms (Expire 2022)

Charter Commission - 2 terms (Expire 2020)

Brainerd Housing & Redevelopment Authority (HRA) - 1 term (Expire 2020)

Other - Applicants Needed

Water Tower Committee

Parking Commission

9. New Business

A. **Modification And Transfer Of Development District No. 2 To The EDA**

Documents:

Modify and Transfer.pdf

B. **Approval Of Business Subsidy For Anderson Brothers Construction**

Documents:

Anderson Bros.pdf

10. Planning Commission

A. **Final Reading - Proposed Ordinance No. 1511 - Amending Section 515-62 Of The City Code**

- a. Hold Final Reading of Proposed Ordinance No. 1511 (voice vote)
- b. City Administrator Bergman recommends to dispense with the actual

reading
c. Adopt Ordinance No. 1511 (roll call vote)

Documents:

Final Reading - ORD 1511.pdf

11. **Public Forum**

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

12. **Staff Reports**

(Verbal: Any Updates since Packet)

A. **City Administrator Report**

Documents:

CA Report.pdf

13. **Mayor's Report**

14. **Council Member Reports**

15. **Adjourn**

**Personnel & Finance Committee will meet at 6:45 PM
City Hall 2nd Floor Conference Room**

WebEx Teleconference Call In Info:

Call Toll-Free: 844-992-4726

Access Code: 146 468 4072

**Safety & Public Works Committee will meet at 7:00 PM
City Hall Council Chambers**

WebEx Teleconference Call In Info:

Call Toll-Free: 844-992-4726

Access Code: 146 576 4910

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

MISSION

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

**Brainerd, MN
September 21, 2020**

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

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

Due to Aldermen Pritschet and Lambert participating in the meeting remotely, all motions will be made by roll call vote for accuracy.

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND W. ERICKSON TO AMEND THE AGENDA BY SWITCHING ITEMS #1 APPROVAL OF BILLS AND #6 ANDERSON BROTHERS CONSTRUCTION REQUEST TO PURCHASE INDUSTRIAL LOTS ON THE P&F AGENDA.

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

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

A. Approval of the Minutes of the Regular Meeting held on September 8, 2020 and the Minutes of the Workshop held on September 14, 2020 - Approved

B. Approval of Licenses - Approved

Contractor Licenses - 3

C. Department Activity Reports - Approved

1. Police Chief
2. Finance Director

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

Presentations

Evergreen Cemetery Board Presentation

The Chair recognized Mr. Duane Blanck, president of the Evergreen Cemetery Board and Board Member Mr. Fred Casey. Mr. Blanck started by giving a brief history of the Evergreen and Memorial Gardens Cemeteries and the overall operations that take place. He stated there has been a considerable change in the funeral business in recent years as more people are choosing cremation rather than typical burials. He gave a review of the financial situation that the cemetery board is heading toward. Mr. Casey is asking for a Council Member be a part of a committee with

the Board, along with the City and County to discuss the financial future of these cemeteries to keep them maintained and continuing to operate. The Chair thanked them for the presentation.

Brainerd Lakes Area Economic Development Corporation (BLAEDC) Presentation – Tyler Glynn

The Chair recognized Mr. Tyler Glynn, executive director of BLAEDC, who gave an update of the CARES Act Relief Grant Program. He indicated the program was accepting applications from August 17th – Sept 18th with 247 being submitted totaling \$2,328,125 in funds requested. Of these, 101 were Brainerd applications in the amount of \$899,150. He indicated there will be a small business sub-committee meeting to review the submissions on September 25th at the Crow Wing County Courthouse from 1:00 – 3:00 pm and a non-profit sub-committee meeting on October 1st from 9:00 am – 4:00 pm at Crow Wing County. He stated the Mayor and/or Council Members are welcome to attend and provide feedback. He also stated a list of all the approved grant recipients will be provided to the Council. The Council had the opportunity to ask questions and thanked him for the presentation.

Introduction of the HRA Executive Director

The Chair recognized Mr. Eric Charpentier, 441 Tyrol Drive, Brainerd who is the newly hired executive director of the Brainerd HRA. Mr. Charpentier gave a brief presentation of his background and work history and is excited for the opportunity to be a part of the HRA. He provided the Council with recent activity of the HRA and indicated the requested levy amount for 2021 is .0185% which is the maximum allowed by state statute. The Council welcomed him to his new position and thanked him for the presentation.

Council Committee Reports

Personnel and Finance Committee Report

Anderson Brothers Construction Request to Purchase Industrial Lots - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND T. ERICKSON TO SUPPORT THE SALE OF THE REMAINING THIRTEEN LOTS OF PHASE IV IN THE INDUSTRIAL PARK TO ANDERSON BROTHERS CONSTRUCTION AT \$1 PER ACRE AND TO TRANSFER THE FOLLOWING LOTS TO THE EDA FOR SALE: LOTS 1, 7, AND 8, BLOCK 1; LOT 1, BLOCK 2; LOT 1, BLOCK 3; LOTS 1-4, BLOCK 4; AND LOTS 1-4, BLOCK 5; ALL LOCATED IN THE BRAINERD INDUSTRIAL PARK 1ST ADDITION, CROW WING COUNTY, MINNESOTA.

Committee Chair Pritschet gave a brief review of the request Anderson Brothers presented to the EDA . He explained the EDA has the right of reverter, which states if Anderson Brothers Construction does not fulfill their end of the contract, the land can then be reclaimed by the EDA to resell.

The Chair recognized Mr. Terry McFarlin, CEO of Anderson Brothers Construction, along with Mr. Bill Potvin, vice president of corporate affairs, who gave the Council a brief recap of the request. He stated they would like to purchase the remaining lots to relocate the Anderson Brothers Construction business from highway 210 to the Industrial Park, which would consolidate equipment and staff to one location and be a safer location.

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

Police Records Management Tech Resignation & Request to Hire - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK TO ACCEPT WITH REGRET THE RESIGNATION OF RECORDS MANAGEMENT TECHNICIAN DIXIE SANBORN AND AUTHORIZE FILLING THE VACANCY.

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

Funding for DDA Human Resources Inc. To Conduct Police Chief Search - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND T. ERICKSON TO AUTHORIZE FUNDING FOR DDA HUMAN RESOURCES INC. TO CONDUCT OUR POLICE CHIEF SEARCH AS PROPOSED.

HR Director Schubert explained the Civil Service Commission has approved retaining DDA to conduct the police chief search. She indicated the Commission will complete the interviews, certify the eligibility list, and will recommend to the Council the top three from that list. She said the Commission will be meeting again on September 25th to discuss the proposed process.

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

Zoning Code Update Consultant Selection - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK TO CONTRACT WITH SWANSON HASKAMP TO PERFORM A COMPREHENSIVE UPDATE OF THE ZONING CODE FOR AN AMOUNT NOT TO EXCEED \$90,000 AND AUTHORIZE CITY ADMINISTRATOR BERGMAN TO SIGN THE CONTRACT.

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

Civil Attorney Contract Renewal - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND T. ERICKSON TO AUTHORIZE STAFF TO ENTER INTO AN AGREEMENT WITH RATWIK, ROSZAK & MALONEY FOR 2021 AND 2022.

Committee Chair Pritschet explained the proposed agreement shows no increase in fees for year 2021, and year 2022 will incur a \$5 per hour increase with a retainer increase of \$2,000 per year.

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

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

Safety & Public Works Committee Report

Event/Street Closure Application – Bikers for Kids – Kinship Partners Support Event - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND W. ERICKSON TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE EVENT/STREET CLOSURE APPLICATION FOR BIKERS FOR KIDS - A KINSHIP PARTNERS SUPPORT EVENT ON OCTOBER 3, 2020 UNDER THE CONDITIONS THAT THE APPLICANT REQUEST TRAFFIC CONTROL FOR THE EVENT ONE WEEK PRIOR TO THE EVENT AND THAT BANNERS AND OTHER SIGNAGE ARE REMOVED AFTER THE EVENT.

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

Event/Street Closure Application – Visit Brainerd Open House/25 Year Celebration - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE EVENT/STREET CLOSURE APPLICATION FOR THE VISIT BRAINERD OPEN HOUSE ON OCTOBER 1, 2020 UNDER THE CONDITION THAT THE APPLICANT REQUEST TRAFFIC CONTROL ONE WEEK PRIOR TO THE EVENT.

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

2020-2021 Downtown Snow Removal Bids - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND W. ERICKSON TO ACCEPT STAFF'S RECOMMENDATION AND ACCEPT THE BIDS FOR THE 2020-2021 DOWNTOWN SNOW REMOVAL AND AWARD THE CONTRACT TO TOM'S BACKHOE SERVICE.

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

Improvement 14-05 – Old Stonebridge Trail – Final Pay Estimate – Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO APPROVE THE FINAL PAYMENT FOR IMPROVEMENT 14-05 OLD STONEBRIDGE TRAIL TO KNIFE RIVER IN THE TOTAL AMOUNT OF \$48,584 SUBJECT TO APPROVAL OF THE BILLS AND PAYMENTS TO CONTRACTORS ON THE PERSONNEL AND FINANCE AGENDA.

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

Unfinished Business

Final Reading – Proposed Ordinance No. 1510 – Amending the Rural Service District - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND W. ERICKSON TO HOLD AND DISPENSE WITH THE FINAL READING OF PROPOSED ORDINANCE NO. 1510 AMENDING THE RURAL SERVICE DISTRICT.

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

MOVED AND SECONDED BY ALDERMEN BEVANS AND STUNEK TO ADOPT PROPOSED ORDINANCE NO. 1510 AMENDING THE RURAL SERVICE DISTRICT.

ORDINANCE NO. 1510

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

Committee Recommendations – Recommended by Mayor Badeaux

MOVED AND SECONDED BY ALDERMEN BEVANS AND T. ERICKSON TO APPOINT MS. MARIE KIRSCH TO THE ECONOMIC DEVELOPMENT AUTHORITY (EDA) WITH A TERM TO EXPIRE SEPTEMBER 7, 2021.

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

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

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

Cable TV Advisory Committee – 1 term (Expire 2021) - 2 terms (Expire 2022)
Charter Commission – 2 terms (Expire 2020)

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

Economic Development Authority (EDA) – 1 term (Expire 2021) – *pending appointment*

Other

Water Tower Fundraising Committee
Parking Commission

New Business

Resolution – Accepting Babe the Blue Ox Statue – Adopted by Resolution 37:20

City Administrator Bergman indicated the Destination Downtown Business Coalition would like to place a Babe the Blue Ox statue downtown in the City's right-of-way. She said Attorney Langel has advised against allowing a private owner to place an item in the right-of-way, but the City may accept it as a donation for it to be placed there. She stated the Chamber of Commerce is the fiscal agent that own the statue.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO ADOPT A RESOLUTION ACCEPTING THE BABE THE BLUE OX STATUE FROM THE BRAINERD LAKES AREA CHAMBER OF COMMERCE.

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

RESOLUTION NO. 37:20

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO AUTHORIZE THE CROSSING ARTS ALLIANCE AND DOWNTOWN BUSINESS COALITION TO CALL FOR ARTISTS FOR THE PAINTING OF THE STATUE AND INCLUDE A COUNCIL MEMBER TO BE A PART OF JUDGING THE ARTWORK.

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

Authorize CARES Act Funds Pooling Agreement with Crow Wing County - Approved

City Administrator Bergman gave a brief overview of the proposed agreement with Crow Wing County.

MOVED AND SECONDED BY ALDERMEN BEVANS AND W. ERICKSON TO APPROVE THE CARES ACT FUNDS POOLING AGREEMENT WITH CROW WING COUNTY.

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

Adopt 2021 Preliminary Levy – Adopted by Resolution No. 38:20

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND BEVANS TO ADOPT A RESOLUTION SETTING THE PRELIMINARY LEVY AT 4% (\$6,315,337) FOR THE CITY AND THE REQUESTED MAXIMUM ALLOWED AMOUNT OF \$136,520 FOR THE HRA.

Council discussion was held, and it was determined to set the preliminary levy at 4%, with the goal of lowering it prior to the final levy being adopted.

RESOLUTION NO. 38:20

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

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND LAMBERT TO SET THE DATE AND TIME FOR THE BUDGET PUBLIC HEARING FOR DECEMBER 14, 2020 AT 6:00 PM.

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

Resolution – Declaring Costs to Be Assessed, Ordering Preparation of Proposed Assessment, and Ordering a Public Hearing on Proposed Assessment – 2020 Nuisance Abatement and Downtown Special Services District – Adopted by Resolution No. 39:20

City Engineer Sandy explained the process that needs to take place with the next five resolutions.

MOVED AND SECONDED BY ALDERMEN BEVANS AND T. ERICKSON TO ADOPT A RESOLUTION IN WHICH DECLARES COSTS TO BE ASSESSED, ORDERS PREPARATION OF THE PROPOSED ASSESSMENTS FOR 2020 NUISANCE ABATEMENT AND DOWNTOWN SPECIAL SERVICES DISTRICT, AND ORDERS A PUBLIC HEARING TO BE HELD VIA WEBEX ON OCTOBER 19, 2020 AT 7:30 PM TO CONSIDER TESTIMONY FOR OR AGAINST THE PROPOSED ASSESSMENTS.

RESOLUTION NO. 39:20

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

Resolution – Declaring Costs to Be Assessed, Ordering Preparation of Proposed Assessment, and Ordering a Public Hearing on Proposed Assessment – Improvement 14-05 – Old Stonebridge Trail Final Lift – Adopted by Resolution No. 40:20

MOVED AND SECONDED BY ALDERMEN BEVANS AND STUNEK TO ADOPT A RESOLUTION IN WHICH DECLARES COSTS TO BE ASSESSED, ORDERS PREPARATION OF THE PROPOSED ASSESSMENT FOR IMPROVEMENT 14-05 OLD STONEBRIDGE TRAIL FINAL LIFT, AND ORDERS A PUBLIC HEARING TO BE HELD VIA WEBEX ON OCTOBER 19, 2020 AT 7:30 PM TO CONSIDER TESTIMONY FOR OR AGAINST THE PROPOSED ASSESSMENTS.

RESOLUTION NO. 40:20

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

Resolution – Declaring Costs to Be Assessed, Ordering Preparation of Proposed Assessment, and Ordering a Public Hearing on Proposed Assessment – Improvement 19-10 – NE Brainerd Resurfacing Project - Adopted by Resolution No. 41:20

MOVED AND SECONDED BY ALDERMEN W. ERICKSON AND T. ERICKSON TO ADOPT A RESOLUTION IN WHICH DECLARES COSTS TO BE ASSESSED, ORDERS PREPARATION OF THE PROPOSED ASSESSMENT FOR IMPROVEMENT 19-10 NE BRAINERD RESURFACING PROJECT, AND ORDERS A PUBLIC HEARING TO BE HELD VIA

WEBEX ON OCTOBER 19, 2020 AT 7:30 PM TO CONSIDER TESTIMONY FOR OR AGAINST THE PROPOSED ASSESSMENTS.

RESOLUTION NO. 41:20

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

Resolution – Declaring Costs to Be Assessed, Ordering Preparation of Proposed Assessment, and Ordering a Public Hearing on Proposed Assessment – Improvements 13-21, 19-09, and 19-16 – NE Brainerd Reconstruction Project – Adopted by Resolution No. 42:20

MOVED AND SECONDED BY ALDERMEN BEVANS AND T. ERICKSON TO ADOPT A RESOLUTION IN WHICH DECLARES COSTS TO BE ASSESSED, ORDERS PREPARATION OF THE PROPOSED ASSESSMENT FOR IMPROVEMENT 13-21, 19-09, AND 19-16 NE BRAINERD RECONSTRUCTION PROJECT, AND ORDERS A PUBLIC HEARING TO BE HELD VIA WEBEX ON OCTOBER 19, 2020 AT 7:30 PM TO CONSIDER TESTIMONY FOR OR AGAINST THE PROPOSED ASSESSMENTS.

RESOLUTION NO. 42:20

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

Resolution – Declaring Costs to Be Assessed, Ordering Preparation of Proposed Assessment, and Ordering a Public Hearing on Proposed Assessment – Improvement 16-09 and 19-07 – Buffalo Hills Lane and Mississippi Drive Reconstruction Project – Adopted by Resolution No. 43:20

MOVED AND SECONDED BY ALDERMEN T. ERICKSON AND W. ERICKSON TO ADOPT A RESOLUTION IN WHICH DECLARES COSTS TO BE ASSESSED, ORDERS PREPARATION OF THE PROPOSED ASSESSMENT FOR IMPROVEMENT 16-09 AND 19-07 BUFFALO HILLS LANE AND MISSISSIPPI DRIVE RECONSTRUCTION PROJECT, AND ORDERS A PUBLIC HEARING TO BE HELD VIA WEBEX ON OCTOBER 19, 2020 AT 7:30 PM TO CONSIDER TESTIMONY FOR OR AGAINST THE PROPOSED ASSESSMENTS.

RESOLUTION NO. 43:20

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

Planning Commission

First Reading – Proposed Ordinance No. 1511 – Amending Section 515-62 of the City Code - Approved

Community Development Director Chanski explained the details of the request to allow commercial greenhouses as an interim use in a B-3 district.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND W. ERICKSON TO HOLD AND DISPENSE WITH THE FIRST READING OF PROPOSED ORDINANCE NO. 1511 TO AMEND SECTION 515-62 OF THE CITY CODE ALLOWING COMMERCIAL GREENHOUSES AS AN INTERIM USE IN A B-3 DISTRICT.

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

Public Forum

The Chair opened the public forum at 9:01 p.m.

No one came forward

The Chair closed the public forum at 9:02 p.m.

Staff Reports

City Administrator Bergman stated she met with Council Members Johnson and W. Erickson, along with Park Board Members Kara Schaefer and Kevin Yeager and other staff members to discuss the possibility of a public works department. She also thanked the Mayor and Council Members for participating in our Employee Appreciation Day by delivering lunches to various departments and presenting staff awards last week. She indicated there have been some staff members affected by being exposed to COVID but are able to work from home if they are able to.

City Engineer Sandy thanked the Council Members who visited the streets garage for the Employee Appreciation event.

HR Director Schubert announced an Employee Insurance Committee Meeting was held last week to initially start the review of RFP's and will meet again on September 28th. Council Member T. Erickson attended that meeting and found it interesting.

Mayor's Report

Mayor Badeaux announced the Children's Museum Task Force met last week to discuss the future plans of the museum. He said Visit Brainerd is holding an Open House at their location on Front Street on October 1st from 4:30-6:30 pm. He also announced the Water Tower Fundraising Dinner takes place September 24th from 5:30-8:30 pm at the Legion, which is being catered by Pit Happens, along with an online silent auction.

Council Member Reports

Council Member W. Erickson said he was happy to visit the street department for the Employee Appreciation Day.

Council Member Bevans stated there has been a lot of money and work put into the city parks and there will be more money going into them very soon. He wants to address those that continue to vandalize the parks and requests that they stop doing so immediately and if someone is witness to the vandalism to call the police. He said it is everyone's responsibility to keep an eye out and report vandalism in our community.

Council Members T. Erickson and Stunek were honored to participate in the Employee Appreciation Day and had a good time talking with staff members.

Adjourn

The Council adjourned at 9:15 p.m.

Jennifer Bergman
City Administrator

Contractor List

10/01/2020

Contractor Name	Address	Local License #	Licensee Type
R.W. STUCCO INC. RONALD WACKER	38246 500TH AVE (218) 385 3860	2020-0001	Exterior Finish

Totals: 1

Population: All Records
Licensee.DateRegistered Between 9/16/2020 12:00:00 AM AND 10/1/2020 12:00:00 AM

Parks and Recreation Report

October 2020

Gregory Park vandalism

An increase in vandalism at Gregory Park prompted action by the Parks and Recreation Department, the Brainerd Police Department, and the Northside Neighborhood Association. Vandals had started a fire, kicked in a floor heater and knocked a thermostat off the wall in the restrooms, lit t-shirts on fire against the building, melted plastic on the pavilion pillars, were climbing on the roof, and throwing litter all over the pavilion area which took hours to clean up daily. The police scheduled daily foot patrols and more squad car presence, and CSOs were scheduled at the park about three hours per day. The NNA was asked to report vandalism and congregations of youths. An article about the vandalism was printed in the Brainerd Daily Dispatch. One individual was charged with 4th degree arson and other citations were issued. The crackdown showed immediate effects as vandalism and littering dropped to zero. The Parks and Recreation staff is very grateful to the efforts of the Brainerd Police Department!

Community Forest Grant

The contract for the DNR Forestry Division's Community Forest Project grant is expected to be received for Park Board approval on Oct. 6. The grant was approved earlier this year by the Park Board, but it wanted to see the final contract prior to acceptance. The grant amount was increased to \$36,000 with no matching grant required.

The grant will provide funds for a public tree inventory, an emerald ash borer management plan, tree planting and maintenance. The City will work with the DNR to prioritize areas of highest management need, whether it is ash, oak, elm, or other species. The grant will provide funds to hire an agency to do the tree inventory. Funding will also be used to slow the spread of EAB and other exotic tree pests and diseases in areas of the highest need, whether through removal of unhealthy trees and replacement with a more diverse mixture of species, treatment of valuable and healthy ash with non-neonicotinoid injectable pesticide emamectin benzoate, or tree planting for building a canopy diversity and resilience.

Recreation Coordinator and City Tree Inspector Katie Kaufman has been assigned to work with the DNR Forestry Division to comply with terms of the contract.

Brainerd Fire Department

To: Mayor and City Council
From: Tim Holmes, Brainerd Fire Chief
Date: October 1, 2020
Re: September Activity Report

With the start of another school year, this year looks a lot different for the students, staff, and our firefighters. In years past we have had a strong presence in the schools to promote fire safety. This year we have not been able to get into the schools to boost our fire safety message due to COVID-19. We will work hard in October, Fire Safety Month, to find alternative ways to spread our safety message.



In honor of 9/11, a day that we should never forget, the Brainerd Fire Department held a 9/11 Stair Climb, to honor all that gave the ultimate sacrifice. Each year around the world there are 9/11 Stair Climb events. Each person pays tribute to the FDNY firefighters and climbs the equivalent of the 110 stories of the World Trade Center. Their individual



tribute not only remembers the sacrifice of an FDNY brother, but symbolically completes their heroic journey to save others. Through firefighter and community participation we can ensure that each of the 343 firefighters is honored and that the world knows that we will never forget. Nineteen firefighters from Brainerd FD, Pequot Lakes FD, Crosslake FD, and Little Falls FD participated, along with much support from our families.

In mid-September 4 of our firefighters joined a group of 27 firefighters from MN that answered the call to assist the State of Oregon with their wildland fires. The crew left September 15th and will return on October 2nd. They were part of two Structure Protection Task Forces from MN and were assigned to the Slater / Devil Fire in SW Oregon, Cave Junction. The fires have burned over 160,000 acres of land. This is the first time since 1988 that MN has sent crews west to help with their wildland fires and we are all very proud of everything they were able to do to help the communities in Oregon. We also greatly appreciate the city's support in allowing us to be part of these deployments to help other communities in need. It is a great learning experience for the firefighters and our department, and it shows the city's willingness to help our neighbors.



At the end of the month we were finally able to do our Paid on-Call Firefighter hiring testing that had been previously postponed. We had 17 applicants go through the testing process and we will begin the interview process in October.



We have been able to continue with our firefighter training and have been working on our fire ground operations skills, techniques, and tactics.



Unfortunately, we are unable to host our Open House this October, but we are working on alternative ways to share our safety messages.

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

Outside Fire, Rubbish Fire	5
Boat Fire	1
Vehicle Crash	6
Assist Other Governmental Agency	4
Good Intent, Public Service	5
Gas Leak	6
Smoke Removal, Scare	1
Alarm System Activation	14
Canceled Enroute	5
Carbon Monoxide Alarm	1
Total	48

City of Brainerd Incident Report

Vehicle Crash	3
Assist Other Governmental Agency	4
Good Intent, Public Service	3
Gas Leak	4
Smoke Removal, Scare	1
Alarm System Activation	11
Canceled Enroute	2
Carbon Monoxide Alarm	1
Total	29



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

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

October 5, 2020

6:45 PM

City Hall 2nd Floor Conference Room

WebEx Teleconference Call-In Information

Call Toll-Free: 844-992-4726 Access Code: 146 468 4072

1. Approval of Bills & Payments to Contractors

<u>Contractor</u>	<u>IMP#</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Contract Amount</u>
Kraemer Excavating	16-09 and 19-07	Buffalo Hills & Mississippi Dr	\$1,722,099	\$1,654,486

2. Shared Maintenance Services Agreement Amendment
3. 2021 Toward Zero Deaths (TZD) Enforcement Grant Resolution
4. 2021 Health Insurance Provider, Plans & Broker – Recommendation from Employee Insurance Committee



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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



SHARED SERVICES AGREEMENT AMMENDMENT #2 BETWEEN THE CITY OF BRAINERD CROW WING COUNTY

The Amending Agreement is dated August 7, 2020 is made between the City of Brainerd ("City") and Crow Wing County ("County"). The Amending Agreement will take affect on January 1, 2021.

Background

- A. The City and County entered into an agreement beginning on January 1st, 2019 for general maintenance, technical maintenance and administrative support at building where the City has operations for a lump sum of money.
- B. City and County to desire to amend the agreement on the terms and conditions set forth in this amending agreement.
- C. This amendment is the second amendment to the agreement.

In consideration of the City and County agreeing to amend their existing agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the conditions and agreement below:

Amendments

- 1. The agreement is amended as follows:
 - a. 5.l Labor Hours The County will keep track of all labor hours it spends on City-related projects through CMMS, and these hours will be recorded on a quarterly basis and provided to the City. Contract amount for services is based on 1,500 hours of maintenance, administrative support and utilization of County machinery and tools. Thirty percent of agreement cost is associated with administrative support, maintenance of county vehicles, grounds and snow removal equipment, tools, fuel and other costs incurred by the county. This thirty percent of agreement cost is subject to an annual cost escalator to be negotiated by the County and City during annual agreement review.
 - b. 6.b Payment The City shall pay the County a Lump of \$8,050.00 per month in exchange for the services the County provides as outlined in Section 5.

No Other Changes

- 2. Except as otherwise expressly provided in this agreement, all of the terms and conditions of this agreement remain unchanged and in full force and effect.

Our Vision: Being Minnesota's favorite place.

Our Mission: Serve well. Deliver value. Drive results.

Our Values: Be responsible. Treat people right. Build a better future.

IN WITNESS WHEREOF the County and City have executed this amending agreement as of
The date first written above.

City of Brainerd

Paul Sandy, City Engineer

Date

John Melson, Facilities Manager

Date

**SHARED SERVICES AGREEMENT
BETWEEN THE CITY OF BRAINERD AND
CROW WING COUNTY**

THIS AGREEMENT is made and entered into on the latest date set forth below by and between the City of Brainerd (“City”), a Minnesota municipal corporation, and Crow Wing County (“County”).

Recitals

WHEREAS, the City and the County (“the Parties”) desire to enter an Agreement whereby the County provides general maintenance, technical maintenance, and administrative support (“Services”) at buildings where the City has operations in exchange for a lump sum of money;

WHEREAS, the Parties recognize and acknowledge that the Agreement will benefit both the City and the County;

WHEREAS, Minnesota Statutes section 471.59 authorizes cities of this state and counties to enter into joint powers agreements for the joint exercise of powers.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Recitals. The above Recitals are incorporated herein.
2. Purpose. The purpose of this Agreement is set forth in the terms of the Agreement between the two parties concerning the provision of general maintenance, technical maintenance, and administrative support by the County at City buildings in exchange for a sum of money. This Agreement does not create a joint powers board.
3. Term. This Agreement lasts for a term of one calendar year beginning on January 1, 2019. The Agreement will automatically renew unless either party provides ninety (90) days’ written notice to the other party. The Payment as described in Paragraph 6 will remain the same, unless mutually agreed to by the Parties.
4. Buildings in Project Scope (“Buildings”). Unless otherwise limited in this Agreement, the County will perform Services at the following buildings:

- a. Brainerd City Hall
501 Laurel Street
Brainerd, MN 56401
- b. Brainerd Police Department
225 East River Road
Brainerd, MN 56401
- c. Brainerd Main Fire Station
23 Laurel Street
Brainerd, MN 56401
- d. Brainerd Northeast Fire Station
1301 Mill Avenue
Brainerd, MN 56401

5. County Responsibilities. The County will be responsible for the following:

- a. Contracted Service Takeover. The County will negotiate, pay for, and maintain annual generator maintenance contracts, elevator service contracts, fire protection service contracts, pest control service contracts, plumbing contracts (out of scope work), boiler tuning contracts, and overhead door contracts. The County will enter into and maintain commercially reasonable contracts that do not interfere with the occupancy and ownership rights of the City.
- b. Grounds Maintenance. The County will perform the following grounds maintenance:
 - i. Snow Removal. Includes the removal of snow from and application of deicer to sidewalks, entrances, and doorways at the Brainerd City Hall, the Brainerd Police Department, and at the Brainerd Main Fire Station. This also includes removal of snow on weekends from walkways from the emergency services buildings at the Brainerd Police Department and Brainerd Main Fire Station, consistent with the weekend snow removal the County currently performs at the Crow Wing County Sheriff's Office.

Snow removal does not include removal of snow from parking lots, except as otherwise provided pursuant to this Agreement.

The County has no obligation to perform any snow removal at the Brainerd Northeast Fire Station.

- ii. Lawn Maintenance. Includes mowing, trimming, landscape maintenance, aerating, edging, pruning, and debris removal and disposing at the Brainerd City Hall, the Brainerd Police Department, and at the Brainerd Main Fire Station.

Lawn maintenance does not include application of fertilizer, chemical weed control, or the plantings of shrubs, flowers, bushes, or trees.

The County has no obligation to perform any lawn maintenance at the Brainerd Northeast Fire Station.

- iii. Irrigation. Includes general maintenance and repair of irrigation system, including replacing or repairing sprinkler heads and water lines, electrical troubleshooting and maintenance, and annual spring start-up and fall shut-down, including blowing out systems, at all buildings under this contract.
- iv. Exterior Building Envelopes. Includes diagnosing and repairing leaks on rooftops, repairing or maintaining roof drains, caulking or sealing exterior doors and windows, and flashing repairs at all Building.
- v. Exterior and Overhead Doors. Includes door hardware repairs, re-keying locks, overhead door repair, and threshold and door adjustments or repairs at all Buildings.
- vi. Outdoor Lighting. Includes re-lamping, wiring, or otherwise repairing outdoor building-mounted lights.

- c. Electrical Systems. The County agrees to be the Master Electrician of Record the City of Brainerd for buildings under this agreement, which includes maintaining the appropriate license, organizing electrical inspections, and pulling permits on the City's behalf. In addition, the County agree to perform the following at the Buildings:

- i. Lighting Circuits. Includes repairing and re-wiring lighting circuits, ballast repairs or replacements, and re-lamping ballasts.

- ii. Power Circuits. Includes repairing or re-wiring power circuits, outlet or light switch repairs or replacements, and outlet or light switch cover repair or replacements.
- iii. Data Drops. Includes repairing or re-wiring data circuits, wiring ends on cables, and setting new data points.
- iv. Generators. Includes general monthly generator start-ups and checks per manufacturer's recommendations.
- d. General Interior Building Maintenance. The County agrees to: (1) perform painting, drywall, ceiling tile, and doors/locks/hardware repairs; (2) shampoo carpets yearly; (3) perform hard floor surface maintenance, including stripping, waxing and repairing at all of the Buildings.
- e. Plumbing. The County agrees to repair sinks, faucets, urinals, toilets, drinking fountains, water coolers, and water heaters at all Buildings.

The County is not responsible for leak repairs, but it must notify the City immediately when a leak is discovered on the City's portion of a Building.

- f. Heating, Ventilation, and Air Conditioning ("HVAC"). The County will perform the following HVAC-related activities at all the Buildings:
 - i. Air Handlers. Includes repair in relation to filters, belts, bearings, shafts, grease, motors, sensors, valves, and actuators; and also includes preventative maintenance and repairs in the spring and fall in accordance with manufacturers' recommendations.
 - ii. Radiant Heaters. Includes repairs and preventative maintenance in accordance with manufacturers' recommendations.
 - iii. Boilers. Includes repairs and preventative maintenance in accordance with manufacturers' recommendations.

The City will continue to provide routine checks on boilers.

- iv. Pumps. Includes greasing, repairs of couplings, leaks, and seals, and preventative maintenance in accordance with manufacturers' recommendations.
 - v. Rooftop Units. Includes repairs to belts, bearings, and compressors; coil cleanings; and preventative maintenance in accordance with manufacturers' recommendations.
- g. Controls. The County will provide technical support for control systems in place at the Buildings. The County will also recommend upgrades for control systems based upon its experience and expertise.
- h. Administrative Tasks. The County will:
 - i. Provide designated City personnel access to the County's Computerized Maintenance Management Software (CMMS).
 - ii. Provide administrative support time, including the initial set-ups of assets and preventative maintenance schedules for the assets in the asset management program in the Buildings.
 - iii. Assist the City in making capital equipment decisions.
 - iv. Provide monthly reports work completed via electronic reporting in the CMMS. Also, the City and County will meet quarterly for a more holistic contract review.
- i. Work Orders. The County will set up a system in which each building that is part of this Agreement will have a separate system of work orders. The Parties agree that work orders will be submitted through designated City staff provided by the City. The County will process all work orders submitted, regardless of from the County or the City, and prioritize work orders based on the severity of the work order as determined by the County. All repairs estimated to be in excess of \$1,500 must receive authorization from the appropriate supervisor or department head in both the City and the County.
- j. County Emergency Line. The County agrees that it will provide the City with access to its County emergency line, which may be used

during after-hours. City staff may make calls to the County emergency line at staff discretion.

- k. Materials. The County will keep track of all materials needed to repair City equipment and invoice the City on a quarterly basis. This invoiced amount is separate and apart from the Payment amount in Paragraph 6(b).
 - l. Labor Hours. The County will keep track of all labor hours it spends on City-related projects through the CMMS, and these hours will be recorded on a quarterly basis and provided to the City. Contract amount for services is based upon 2,080 hours of maintenance and administrative support.
6. City Responsibilities. The City will be responsible for the following:
- a. Access. The City shall give the County access to all the Buildings through the use of keys, key cards, or other tools as necessary.
 - b. Payment. The City shall pay the County a lump sum of \$10,000 per month in exchange for the services the County provides as outlined in Section 5.
 - c. Parts Budget. The City shall maintain a parts budget that will be given to the County as a line item budget number. Nothing in this subparagraph 6(c) alters the Payment amount in Paragraph 6(b).
 - d. Materials Payment. The City shall pay the invoiced amount in Paragraph 6(k) on a timely basis.
7. Termination. This Agreement shall be terminated by either party, at any time with or without cause, with 90 days' written notice delivered in person to the other party.
8. Approval. Before this Agreement shall become binding and effective it shall be approved by appropriate resolutions of the City and the County.
9. Complete Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter of this Agreement. Any alterations, variations or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

10. Mutual Drafting. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party, regardless of which party drafted any the Agreement or any portion thereof. The Agreement shall for all purposes be deemed to have been mutually drafted.
11. Notice. For purposes of delivery of notices herein, the notice shall be effective if personally delivered, or delivered by certified mail, to the City Administrator of the City of Brainerd, 501 Laurel Street, Brainerd, MN 56401, or for the County, to the Facilities Manager for Crow Wing County, 202 Laurel St, Brainerd MN 56401.

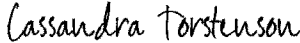
CITY OF BRAINERD

DocuSigned by:

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Dated: _____

ATTEST:

DocuSigned by:

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CROW WING COUNTY

DocuSigned by:

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Dated: _____

ATTEST:

DocuSigned by:

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RRM: #307827

Certificate of Completion

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 Subject: ID #3123 Shared Services Agreement - City of Brainerd and Crow Wing County
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 2
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Therese Norwood
 2633 Camino Ramon Ste 500
 San Ramon, CA 94583
 Therese.Norwood@crowwing.us
 IP Address: 207.7.154.9

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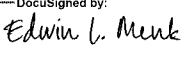
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 Holder: Therese Norwood
 Therese.Norwood@crowwing.us

Location: DocuSign

Signer Events

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 emenk@ci.brainerd.mn.us
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Signature

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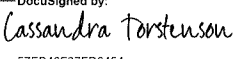
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cassandra Torstenson
 ctorstenson@ci.brainerd.mn.us
 eSign
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 (None)

DocuSigned by:

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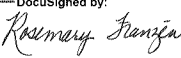
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rosemary Franzen
 Rosemary.Franzen@crowwing.us
 Chair
 eSign
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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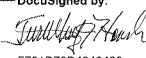
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Timothy J. Houle
 Tim.Houle@crowwing.us
 County Administrator
 Crow Wing County
 Security Level: Email, Account Authentication
 (None)

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 F791D79D4943428...

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Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/7/2019 12:50:10 PM
Certified Delivered	Security Checked	6/7/2019 1:37:01 PM
Signing Complete	Security Checked	6/7/2019 1:37:07 PM
Completed	Security Checked	6/7/2019 1:37:07 PM
Payment Events	Status	Timestamps



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

Brainerd Police Department

Impaired Driving Enforcement	\$	35,000.00
Seat Belt Enforcement	\$	7,950.00
Speed Enforcement	\$	4,900.00
Distracted Enforcement	\$	3,200.00
Move Over Enforcement	\$	500.00
Pedestrian	\$	-
Total Overtime Enforcement Funding	\$	51,550.00

	DWI	Other	Total
Dispatch:	\$ -	\$ 1,200.00	\$ 1,200.00
Administration:	\$ -	\$ 1,400.00	\$ 1,400.00
Corrections Assistance:	\$ -		\$ -
Subtotal for Dispatch and Admin			\$ 2,600.00

Total Grant Award	\$	54,150.00
--------------------------	-----------	------------------

RESOLUTION

NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF
THE TZD ENFORCEMENT GRANT CONTRACT**

BE IT RESOLVED BY THE CITY COUNCIL OF BRAINERD, MINNESOTA, that the Brainerd Police Department is hereby authorized to enter into a cooperative agreement with the State of Minnesota Department of Public Safety, for traffic safety enforcement projects as specified in the Grant Contract during the period from October 1, 2020, through September 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

BE IT FURTHER RESOLVED, that Police Chief Corky McQuiston of the Police Department of the City of Brainerd is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Brainerd Police Department and to be the fiscal agent and administer the grant.

Adopted this ____ day of October 2020.

GABE JOHNSON
President of the Council

Approved this ____ day of October 2020.

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

TO: Mayor and Council

FROM: HR Director Kris Schubert and
City Administrator Jennifer Bergman

DATE: October 1, 2020

RE: 2021 Health Insurance Provider, Plans & Broker



Background:

- The last time the City solicited health insurance Request for Proposals (RFP) was in 2008; however, the City did it on its own. The process we followed then was we created an Employee Insurance Committee and the insurance options were presented to the Committee first so they could formulate a recommendation to the City Council. Our Insurance Committee included a representative from all bargaining units as well as the City/BPU/HRA's Management Teams.
- By utilizing this process in 2008, employees appreciated the transparency as to why certain recommendations were made which dramatically improved employee buy-in and overall awareness of our benefit options. We have continued to utilize an Employee Insurance Committee since 2008 for our annual employee insurance renewals.
- On May 4, 2020, the City Council approved retaining North Risk Partners to assist with an RFP process to conduct a market review for our 2021 health insurance provider and plans.
- On September 8, 2020, the City Council appointed Council Member Tad Erickson as the Council's representative to the Employee Insurance Committee to help address some questions and/or concerns that the Council may have on the front end of this process.
- Our Employee Insurance Committee met three times in 2020. The first meeting on September 16th was primarily to receive the consultant's report. The second meeting was September 28th to help narrow down our options. The third meeting was held on September 30th to allow the Committee members to poll its bargaining unit members for their preference and to finalize the Committee's recommendation to the City Council.

2021 Health Insurance RFP:

Staff worked with the consultant to complete questionnaires and census information for 11 insurance providers. We received 7 very competitive quotes from several providers including the incumbent - Sourcwell (HealthPartners (HP)); Blue Cross/Blue Shield of MN (BCBS) – Direct; IUOE Local 49; Medica (both fully insured and self-funded options); MN Health Consortium (BCBS); NECA/IBEW (Family Medical Care Plan); and the Public Employee Insurance Program (PEIP).

On September 16th, Adam Olson from North Risk Partners presented information to our Employee Insurance Committee that included trends, summaries of all proposals, and additional information regarding broker services that North Risk Partners could provide.

During our review, the Committee discussed pros and cons regarding the providers and their health plans. A summary is below:

<u>Health Plan</u>	<u>Notes:</u>
1 Sourcewell (HealthPartners) Incumbent	-3% with 2nd year rate cap of 15% or 12% if only Smart Plans offered
2 BCBS of MN - Direct	4.70%
3 IUOE Local 49	Offered increased rate for all non-IUOE employees; Composite rate and Opt-outs not allowed; Proposal noted coverage for full-time employees only - Mayor, Council and BPU Commission members not eligible
4 Medica	Fully-Insured: Not recommended due to volatility concerns Self-Insured: 4.3%
5 MN Health Consortium (BCBS)	-6.7% with 2nd year rate cap of 9%
6 NECA/IBEW (Family Medical Care)	4 plans with 4 tiers offered; Opt-Outs not allowed; Coverage primarily for IBEW Union members - Non-bargained participants cannot exceed 10% of the bargained population; requires 3-year commitment
7 Public Employee Insurance Program (PEIP)	Competitive rates with 4 Cost Levels; confusing options; Primary Care Clinic and referrals required; Requires 2-year commitment w/o 2nd year cap

2021 Health Insurance Provider Recommendation:

Our consultant recommended that only the two pool options be considered as finalists due to rate decreases and the pool environment provides additional rate stability. The overall consensus of Committee members was employees like HSA compatible plans proposed by the Coops. A financial impact summary is attached for each entity and the group as a whole.

The Committee conducted a vote on September 30th. This was not an easy decision and consideration of a rate decrease is a great position to be in. Some Committee members decided not to vote primarily because they have union insurance plans and this insurance coverage would not affect them.

The Committee recommended on a 3-2 vote to recommend the proposal from Sourcewell (HealthPartners) for 2021 with a 3% premium decrease and with a 2nd year maximum rate cap of 15% (or 12% if only smart plans are offered) with the following reasons noted:

1. Reduced benefits:
 - a. Wellness Program – the Consortium’s program is not as robust as the Sourcewell Plan. To receive similar benefits, an additional employer contribution would be required i.e. online wellness platform is an add-on; annual wellness grants are reduced; Sourcewell offers biometric screening and onsite flu shots and the Consortium does not.
 - b. Sourcewell offers an Employee Assistance Program (EAP) at no additional charge for pool participants. This would be an add-on for the Consortium.
 - c. Infertility benefits are enhanced with Sourcewell.
 - d. The Consortium does not cover CVS or Target pharmacies – currently 18% of our prescriptions are filled at Target.
 - e. Sourcewell offers incentives for utilizing Top Value providers for certain procedures.
2. The rate caps from Sourcewell or the Consortium do not necessarily indicate what the 2022 rates will be. Rate caps only indicate worst case scenario (if high claims & utilization). Neither program will issue the full cap if claims don’t warrant increase within their rating/pooling formula.
3. Depending on the renewal rate received for 2022, quotes could be solicited again.
4. If we leave the Sourcewell pool, we must remain out of the pool for at least twelve months and then Sourcewell will decide if they want to quote on our group. If our claims/utilization is high, we could be considered a high risk and they could decline to quote on our group.
5. Sourcewell is our local service cooperative and provides many benefits to our organizations including our paid internship program (we had 7 interns enrolled in this program in 2020), offers training at no or little cost, pays ½ of the city’s cost for our OSHA-required Safety Training; provides miscellaneous grants, etc.
6. The City of Brainerd and Brainerd Public Utilities have representatives on the Sourcewell’s Executive Committee that oversees the Insurance Pool. This involvement helps our organization observe trends and transparency in our renewals.
7. Staff realizes there is an increased financial savings if we would switch to the Consortium. We also realize there is an administrative burden for Staff and an inconvenience to the employees to switch health insurance plans at this time.

Human Resources and our payroll staff are already spread thin and some of the administrative burden includes setting up health benefits for almost 100 employees and their dependents; updating billing procedures (right now we receive three separate health insurance bills for our payment convenience); we would no longer utilize HealthPartners for our Flexible Spending Accounts and a new provider would need to be secured and ready for open enrollment; our benefits would need to be updated in our open enrollment platform; and employees would need to be educated on the new benefits, etc.

2021 Insurance Plans:

The Employee Insurance Committee discussed the 2nd year rate cap option from Sourcewell. If we eliminated the \$1,000 deductible plan and only utilized Sourcewell's Smart Plans, we would reduce our 2022 rate cap from 15% to 12%. In 2020, only five individuals elected the \$1,000 deductible plan. The Employee Insurance Committee recommends eliminating the \$1,000 Deductible Plan and to utilize Smart Plan #1 instead with a \$1,400 deductible. The Committee also recommends offering Smart Plan #7 with a \$7,000 deductible as a higher deductible option was requested by a Committee member.

These new options and the employee/employer premium splits for the new plans would need to be negotiated with the unions.

Health Insurance Broker for 2021:

In the past, we utilized Strong Insurance as our health insurance broker and we paid them \$5 per policy per month that was included in the monthly premium. During this process, it was very apparent how beneficial a fully-engaged broker can be to help oversee this process including presenting and negotiating benefits for us. The Employee Insurance Committee recommends to retain North Risk Partners as our broker for 2021. Included in North Risk Partners's RFP to assist us with our 2021 market review, they offered to reduce their 2021 broker fees by this \$6,000 payment. Their normal broker fee for 2021 would be \$25,000 and with this reduction, we would be charged \$19,000 for their services. In 2019, we paid Strong Insurance \$6,290 for their broker services. This results in an actual increase of \$12,710 and the cost will be split by the City, BPU and the HRA. This will also give us a chance to evaluate a broker for a longer period at a reduced cost and help us determine if we want to continue their (or another company's) broker services for 2022.

Staff recommended actions for Council Consideration:

1. Accept the 2021 renewal quote from Sourcewell (HealthPartners) with a 3 percent decrease in premium and a 2nd year rate cap of 15% (or 12% if only Smart Plans are offered).
2. To eliminate the \$1,000 deductible health plan and offer three Sourcewell Smart Plans for 2021. The Plans that will be offered are Smart Plan #1 (\$1,400 deductible); Smart Plan #3 (\$2,800 deductible); and Smart Plan #7 (\$7,000 deductible). NOTE: This action will ensure our maximum 2022 rate cap will be 12%.
3. Retain North Risk Partners as our health insurance broker for 2021. The final cost will be \$19,000 after utilizing the 2020 RFP process cost offset.

C: Employee Insurance Committee members

Attachments:

- Finalist Financial Summary/Impact
- Milliman Survey Summary Statistics
- Sourcewell's Rate Sheets and Health Plan Value-added Service Summary
- Broker Service Agreement

PROVIDE YOUR INPUT TO YOUR HEALTH INSURANCE COMMITTEE REPRESENTATIVE

The committee is considering changing health insurance partner pools. What would this mean for you?

2020 Rates - Health Partners:

HDHP - Smart Plan 3 - \$2,800 Deductible							\$1,000 Deductible Plan						
	Total Premium per Month	Employer	Employee		Annual 'ER (includes HSA contribution)	Annual 'EE		Total Premium per Month	Employer	Employee		Annual 'ER	Annual 'EE
Single	1,252.75	1,190.11	62.64	95/5 split	15,991.32	751.68	Single	1,381.59	1,312.51	69.08	95/5 split	15,750.12	828.96
Family	2,033.47	1,626.78	406.69	80/20 split	21,658.92	4,880.28	Family	2,232.42	1,785.94	446.48	80/20 split	21,431.28	5,357.76

Health Partners (HP):

HDHP - Smart Plan 3 - \$2,800 Deductible							\$1,000 Deductible Plan						
2021	Total Premium per Month	Employer	Employee		Annual 'ER (includes HSA contribution)	Annual 'EE	2021	Total Premium per Month	Employer	Employee		Annual 'ER	Annual 'EE
Single	1,205.10	1,144.85	60.26	95/5 split	15,448.20	723.12	Single	1,331.50	1,264.93	66.58	95/5 split	15,179.16	798.96
Family	1,960.91	1,568.73	392.18	80/20 split	20,962.32	4,706.16	Family	2,156.12	1,724.90	431.22	80/20 split	20,698.80	5,174.64

2022 - maximum increase could be 15% to Plan - 12% if all plans are smart plans (i.e. elimination of \$1,000 Deductible plan & potentially adding an add'l HDHP)

Blue Cross Blue Shield (BCBS)

HDHP - \$2,800 Deductible							\$1,000 Deductible Plan						
2021	Total Premium per Month	Employer	Employee		Annual 'ER (includes HSA contribution)	Annual 'EE	2021	Total Premium per Month	Employer	Employee		Annual 'ER	Annual 'EE
Single	1,169.00	1,110.55	58.45	95/5 split	15,036.60	701.40	Single	1,289.00	1,224.55	64.45	95/5 split	14,694.60	773.40
Family	1,897.00	1,517.60	379.40	80/20 split	20,348.76	4,552.80	Family	2,083.00	1,666.40	416.60	80/20 split	19,996.80	4,999.20

2022 - maximum increase could be 9% to Plan

Comparison Savings for 2021 vs 2020									
HDHP						\$1,000 Ded			
	Annual 'ER (includes HSA contribution)	Annual 'EE		Annual 'EE Savings Between Plans	EE Saving Pay Period	Annual 'EE Savings Between Plans	EE Saving Pay Period	Annual 'ER (includes HSA contribution)	Annual 'EE
Staying with Health Partners									
Single	543.12	28.56	→	21.72	0.90	25.56	1.07	570.96	30.00
Family	696.60	174.12	→	153.36	6.39	175.44	7.31	732.48	183.12
Going with Blue Cross Blue Shield									
Single	954.72	50.28	→	153.36	6.39	175.44	7.31	1,055.52	55.56
Family	1,310.16	327.48	→	153.36	6.39	175.44	7.31	1,434.48	358.56

**NOTES - utilized the 2020 premium split and employer HSA contributions for comparison purposes.

Additional key differences to note between the two plans:

- * BCBS Infertility Assisted Fertilization includes either: Separate lifetime maximum per person of \$8,000 medical all networks and \$3,500 drug all networks; or lifetime maximum. HP has additional benefits.
- * BCBS pharmacy coverage does not include out-of-network pharmacy benefits. Generally excludes CVS and Target Pharmacies. HP does not have this restriction.
- * BCBS preventative pharmacy does provide 100% coverage for certain conditions. There could be some disruption to the current HP benefit plan.
- * The pool that would utilize BCBS does not have quite a robust wellness program as the pool that offers the HP coverage.
- * BCBS does not offer top value incentives for utilizing certain providers for certain medical conditions

of City Policies

	High Deductible Health Plan			\$1,000 Deductible Plan		
	Council/Boards	Active	Retirees/Cobra	Council/Boards	Active	Retirees/Cobra
Single	2	19	-	-	-	-
Family	2	19	1	-	-	-
	Annual 'ER Savings	Annual 'EE Savings	Combined			
Staying with Health Partners	26,091.48	5,069.88	31,161.36			
Less Broker Fee - Estimated	(8,089.00)	-	(8,089.00)			
Net Estimated Total Annual Savings	18,002.48	5,069.88	23,072.36			
Going with Blue Cross Blue Shield	47,663.04	9,470.04	57,133.08			
Less Broker Fee - Estimated	(8,089.00)	-	(8,089.00)			
Net Estimated Total Annual Savings	39,574.04	9,470.04	49,044.08			
				Net Difference between the two plans:		
				'ER	'EE	Total
				21,571.56	4,400.16	25,971.72

of BPU Policies

	High Deductible Health Plan			\$1,000 Deductible Plan		
	Council/Boards	Active	Retirees/Cobra	Council/Boards	Active	Retirees/Cobra
Single	-	15	-	-	3	1
Family	1	22	1	-	1	-
	Annual 'ER Savings	Annual 'EE Savings	Combined			
Staying with Health Partners	26,613.96	6,178.08	32,792.04			
Less Broker Fee - Estimated	(8,277.00)	-	(8,277.00)			
Net Estimated Total Annual Savings	18,336.96	6,178.08	24,515.04			
Going with Blue Cross Blue Shield	49,055.52	11,560.20	60,615.72			
Less Broker Fee - Estimated	(8,277.00)	-	(8,277.00)			
Net Estimated Total Annual Savings	40,778.52	11,560.20	52,338.72			
				Net Difference between the two plans:		
				'ER	'EE	Total
				22,441.56	5,382.12	27,823.68

of HRA Policies

	High Deductible Health Plan			\$1,000 Deductible Plan		
	Council/Boards	Active	Retirees/Cobra	Council/Boards	Active	Retirees/Cobra
Single	-	5	-	-	-	-
Family	-	9	-	-	-	-
	Annual 'ER Savings	Annual 'EE Savings	Combined			
Staying with Health Partners	8,985.00	1,709.88	10,694.88			
Less Broker Fee - Estimated	(2,634.00)	-	(2,634.00)			
Net Estimated Total Annual Savings	6,351.00	1,709.88	8,060.88			
Going with Blue Cross Blue Shield	16,565.04	3,198.72	19,763.76			
Less Broker Fee - Estimated	(2,634.00)	-	(2,634.00)			
Net Estimated Total Annual Savings	13,931.04	3,198.72	17,129.76			
				Net Difference between the two plans:		
				'ER	'EE	Total
				7,580.04	1,488.84	9,068.88

GRAND TOTAL

	High Deductible Health Plan			\$1,000 Deductible Plan		
	Council/Boards	Active	Retirees/Cobra	Council/Boards	Active	Retirees/Cobra
Single	2	39	-	-	3	1
Family	3	50	2	-	1	-
	Annual 'ER Savings	Annual 'EE Savings	Combined			
Staying with Health Partners	61,690.44	12,957.84	74,648.28			
Less Broker Fee - Estimated	(19,000.00)	-	(19,000.00)			
Net Estimated Total Annual Savings	42,690.44	12,957.84	55,648.28			
Going with Blue Cross Blue Shield	113,283.60	24,228.96	137,512.56			
Less Broker Fee - Estimated	(19,000.00)	-	(19,000.00)			
Net Estimated Total Annual Savings	94,283.60	24,228.96	118,512.56			
				Net Difference between the two plans:		
				'ER	'EE	Total
				51,593.16	11,271.12	62,864.28

MILLIMAN & NORTH RISK PARTNERS

Make data-driven decisions

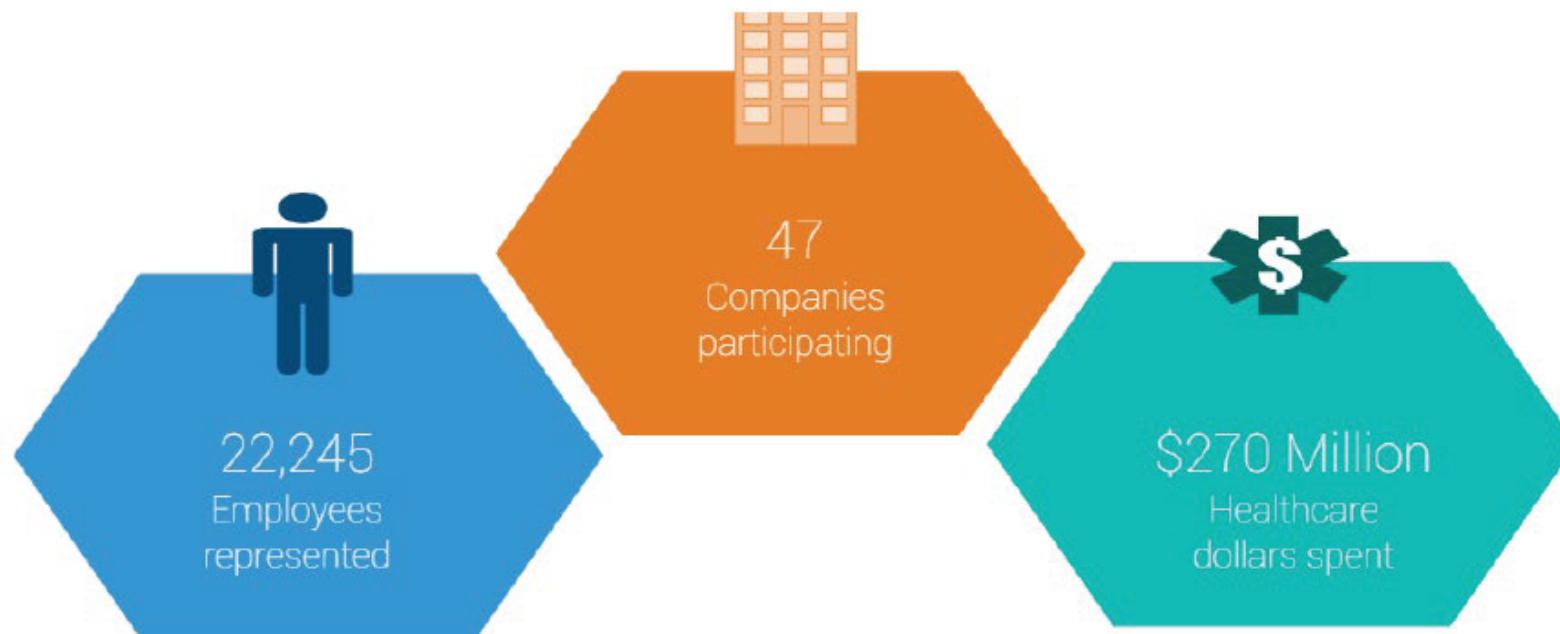
Founded in 1947, Milliman is among the world's largest providers of actuarial and risk management services.

Working with the 50 largest U.S. health insurers, their actuarial models are recognized as the industry gold standard.

North Risk Partners clients receive actuarial support through North Risk's strategic third-party relationship with Milliman.

Survey Summary Statistics

City of Brainerd



*Based on the 2020 BM1 survey responses

Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921120 Legislative Bodies, 921190 Other General Government Support); BM2 - State (Minnesota); BM3 - Company Type (Government Organization); No of Employ 09/15/2020

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Survey Summary Statistics

City of Brainerd



*Based on the 2020 BM2 survey responses

Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921120 Legislative Bodies, 921190 Other General Government Support); **BM2 - State (Minnesota)**; BM3 - Company Type (Government Organization); No of Employ
09/15/2020

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Survey Summary Statistics

City of Brainerd



*Based on the 2020 BM3 survey responses

Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921190 Legislative Bodies, 921190 Other General Government Support); BM2 - State (Minnesota); **BM3 - Company Type (Government Organization); No of Employees 50-500**
09/15/2020
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Medical Plan Design - PPO

City of Brainerd

	BM1	BM2	BM3	Plan 1
Deductible	\$1,000	\$1,500	\$1,000	\$1,000
Coinsurance	20%	23%	20%	20%
OOP Max	\$3,000	\$4,250	\$3,250	\$2,000
OV Copay	\$23	\$35	\$25	
SP Copay	\$40	\$40	\$40	
Rx				
Generic	\$10	\$12	\$10	\$15
Form	\$35	\$50	\$35	\$50
Non-Form	\$60	\$90	\$50	
Specialty	\$150	\$225	\$95	\$500

Median

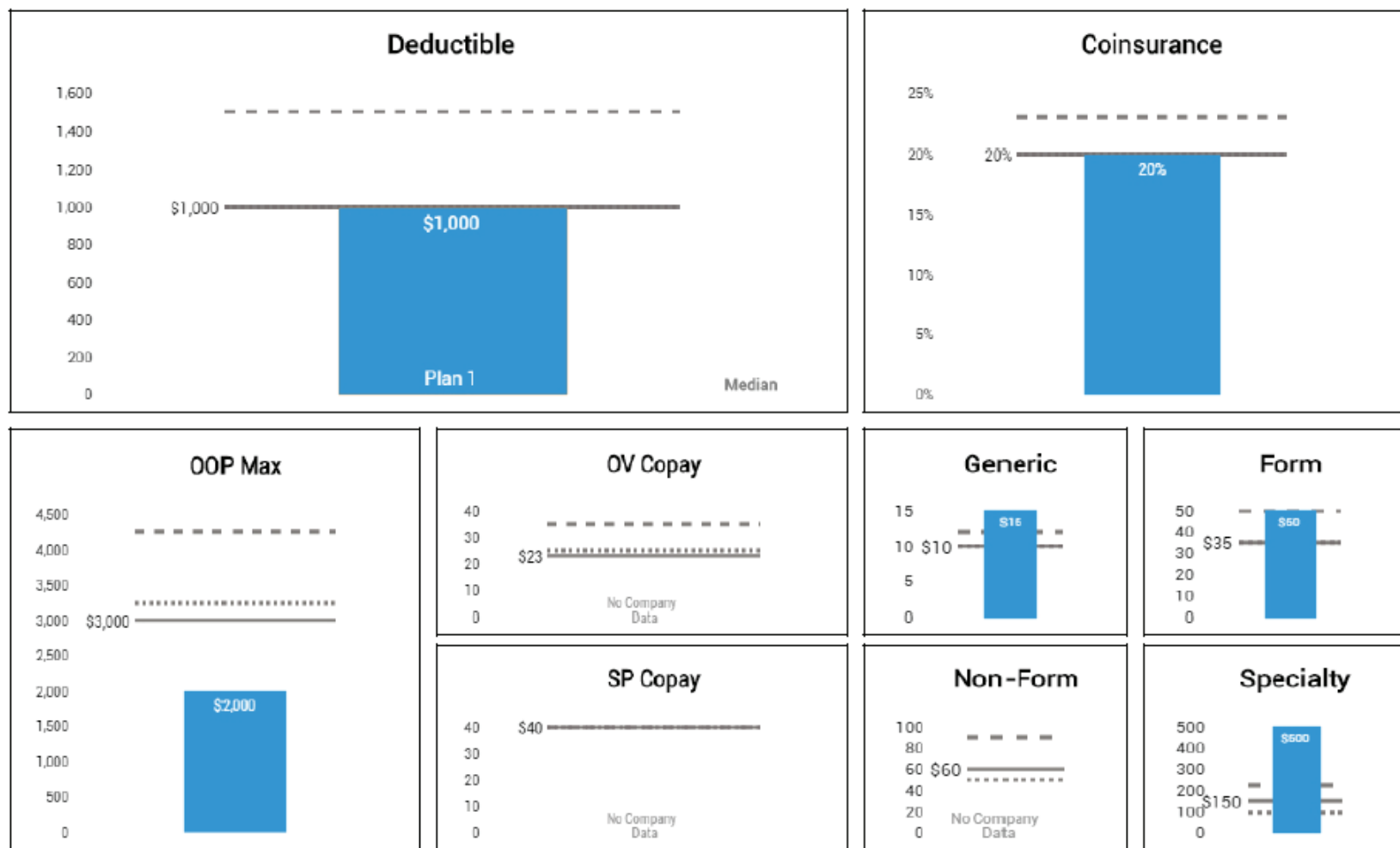
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09/15/2020

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Medical Plan Design - PPO

City of Brainerd



— BM 1 - - - - BM 2 BM 3

Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921120 Legislative Bodies, 921190 Other General Government Support); BM2 - State (Minnesota); BM3 - Company Type (Government Organization); No of Employ
09/15/2020

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Medical Plan Design - HDHP

City of Brainerd

	BM1	BM2	BM3	Plan 1
Deductible	\$2,500	\$3,500	\$2,700	\$2,800
Coinsurance	0%	0%	0%	0%
OOP Max	\$3,500	\$4,000	\$3,500	\$2,800
HSA/HRA Fund - EE only	\$1,500	\$750	\$800	\$143
HSA/HRA Fund - Family	\$2,500	\$1,000	\$1,500	\$2,136

Median

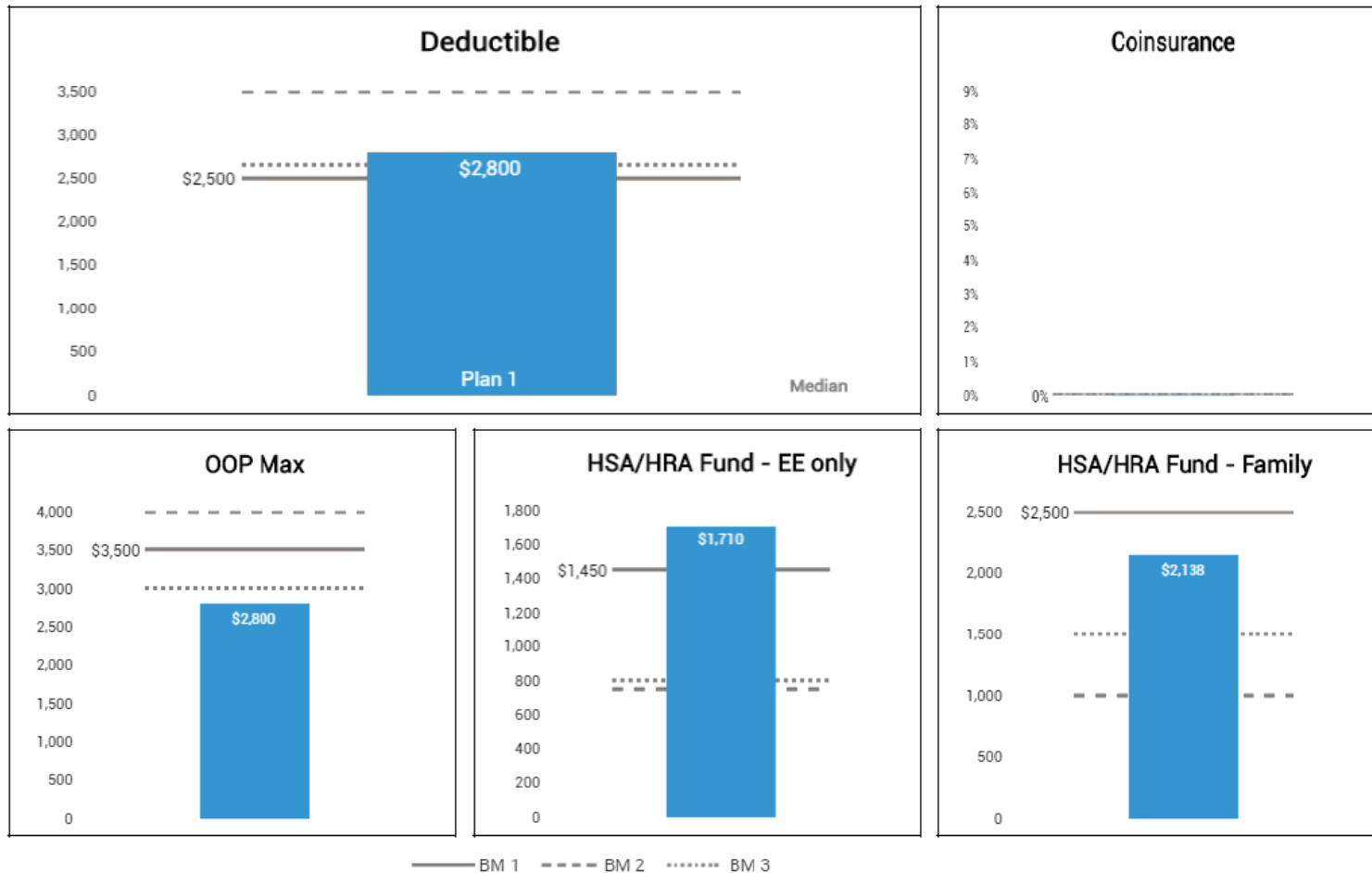
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09/15/2020

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Medical Plan Design - HDHP

City of Brainerd



Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921199 Legislative Bodies); BM2 - State (Minnesota); BM3 - Company Type (Government Organization); No of Employees (51-100, 101-250, 251-500); Benchmark Year (2020); 09/16/2020

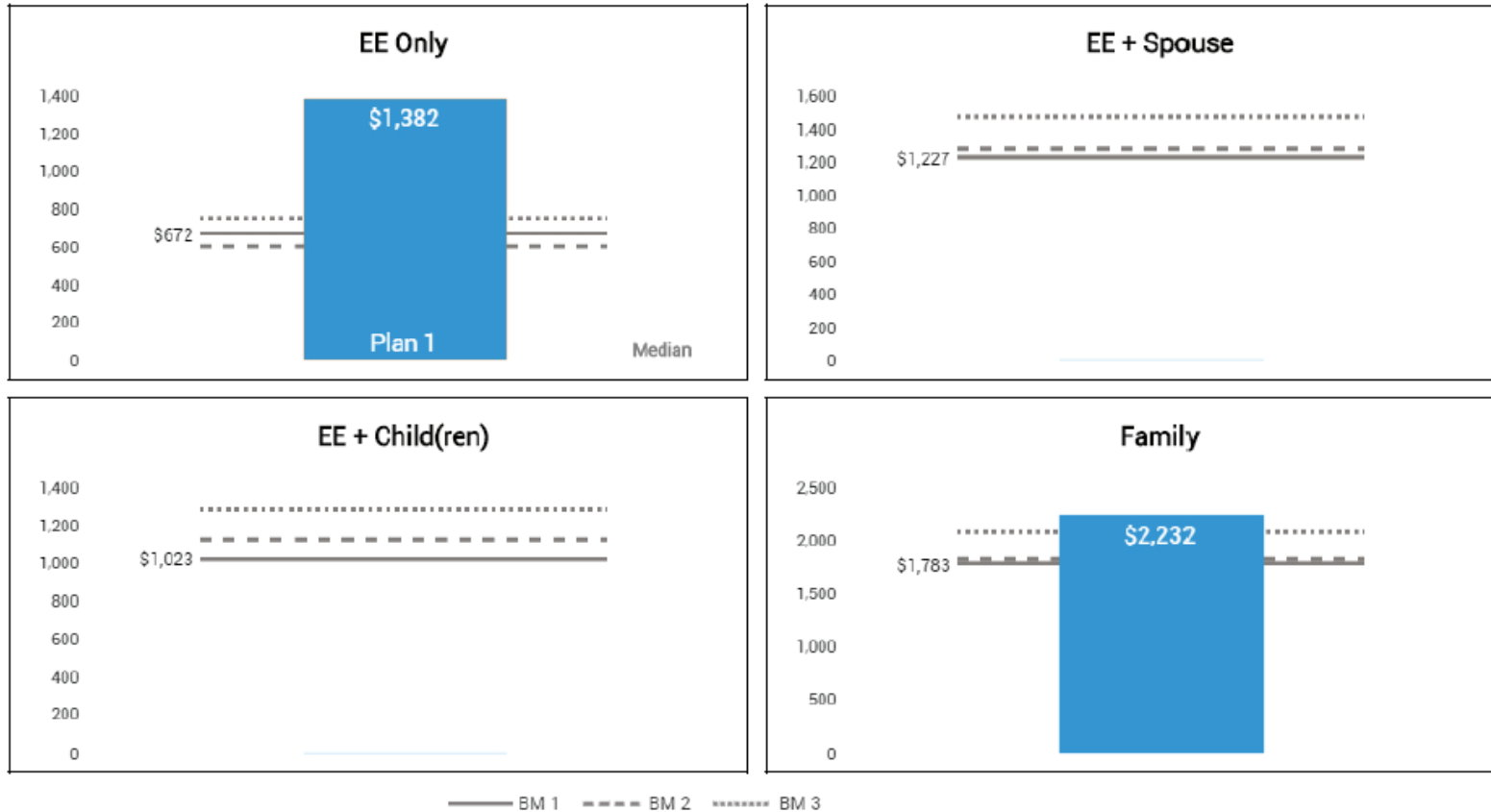
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Medical Cost - PPO

Total Premium (\$)

City of Brainerd



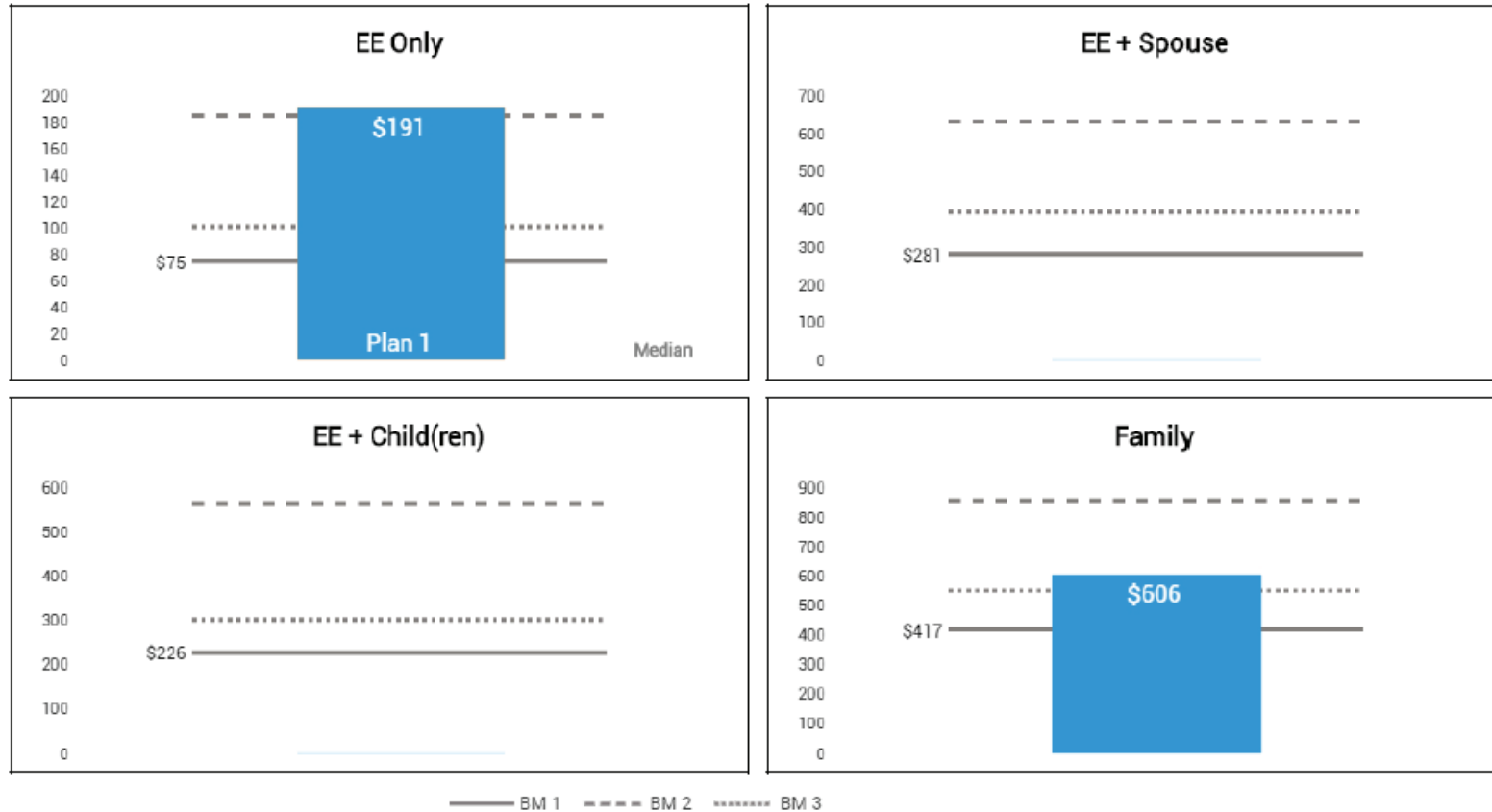
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Medical Cost - PPO

Employee Contribution (\$)

City of Brainerd



Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921120 Legislative Bodies, 921190 Other General Government Support); BM2 - State (Minnesota); BM3 - Company Type (Government Organization); No of Employ 09/15/2020

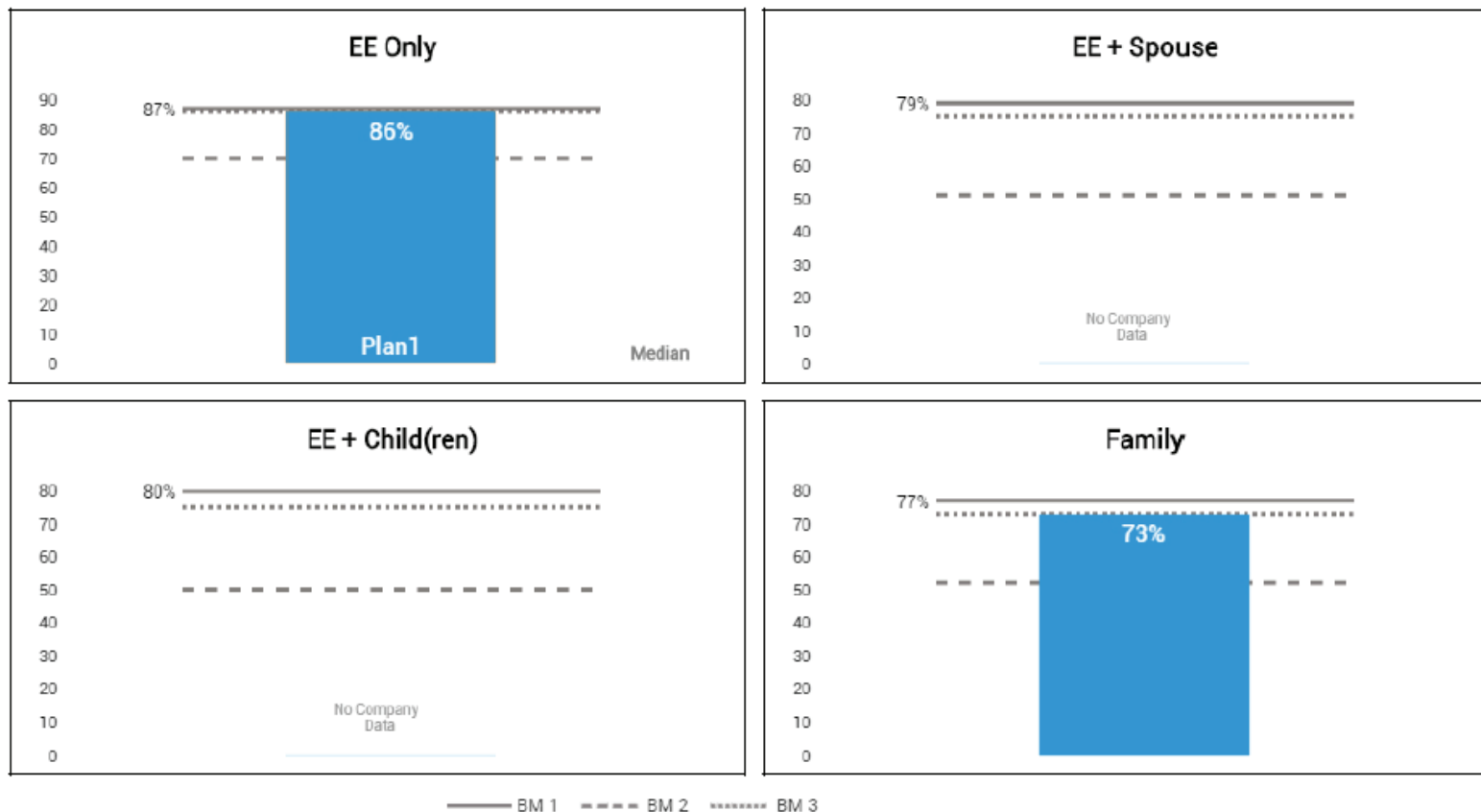
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Medical Cost - PPO

Employer Subsidy (%)

City of Brainerd



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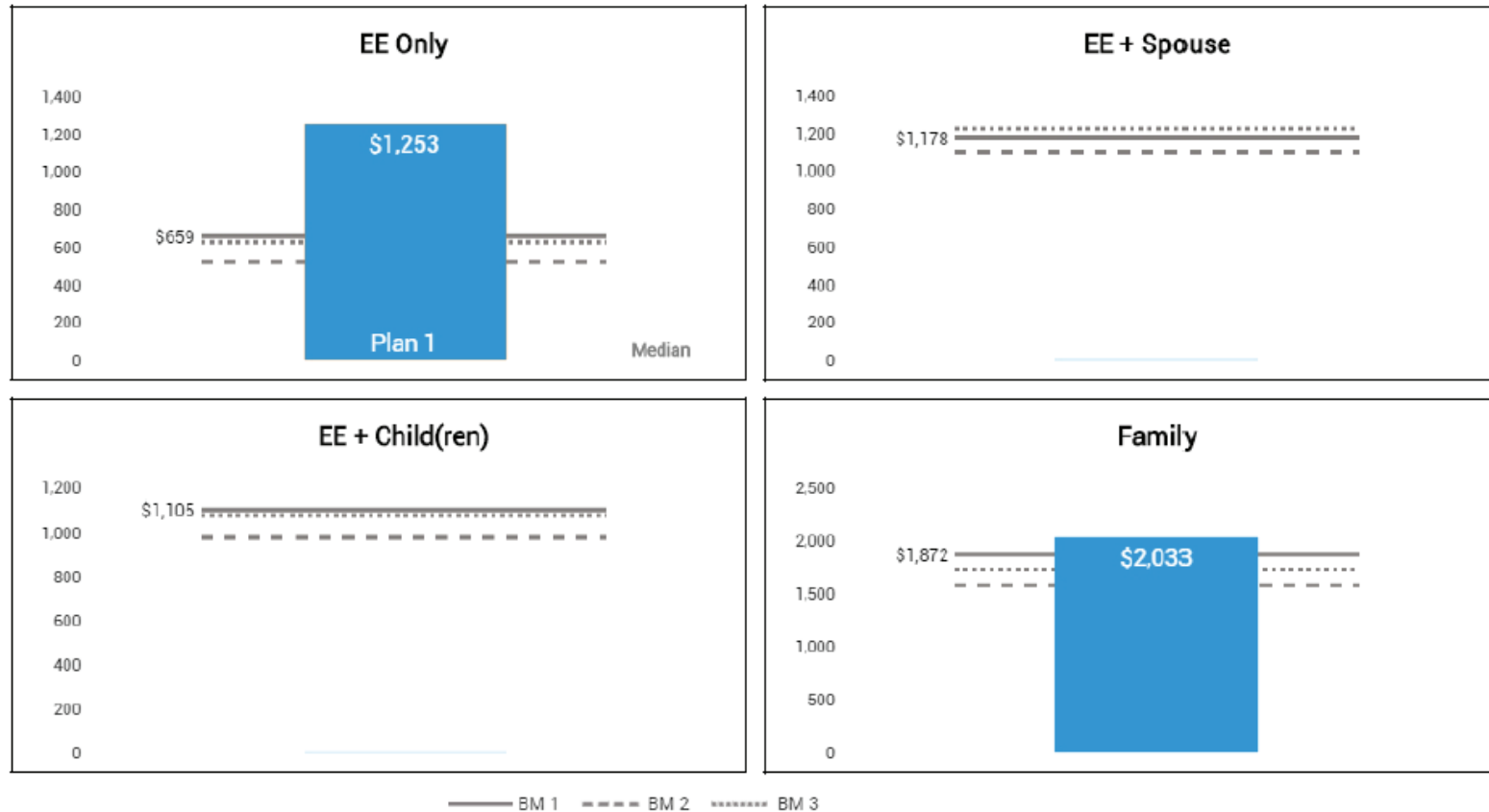
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Medical Cost - HDHP

Total Premium (\$)

City of Brainerd



Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921190 Legislative Bodies, 921190 Other General Government Support); BM2 - State (Minnesota); BM3 - Company Type (Government Organization); No of Employ
09/15/2020

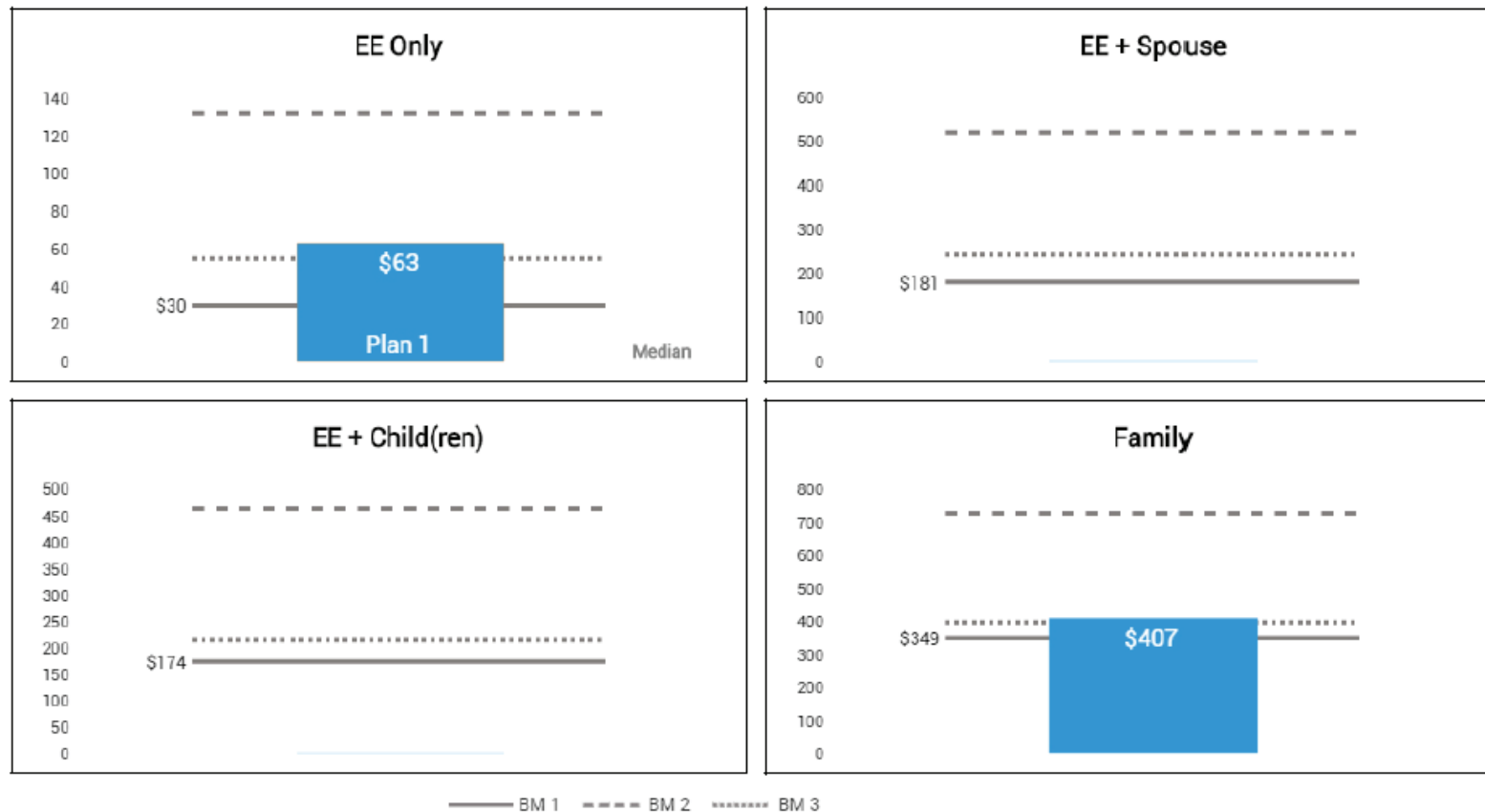
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Medical Cost - HDHP

Employee Contribution (\$)

City of Brainerd



Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921120 Legislative Bodies, 921190 Other General Government Support); BM2 - State (Minnesota); BM3 - Company Type (Government Organization); No of Employ 09/15/2020

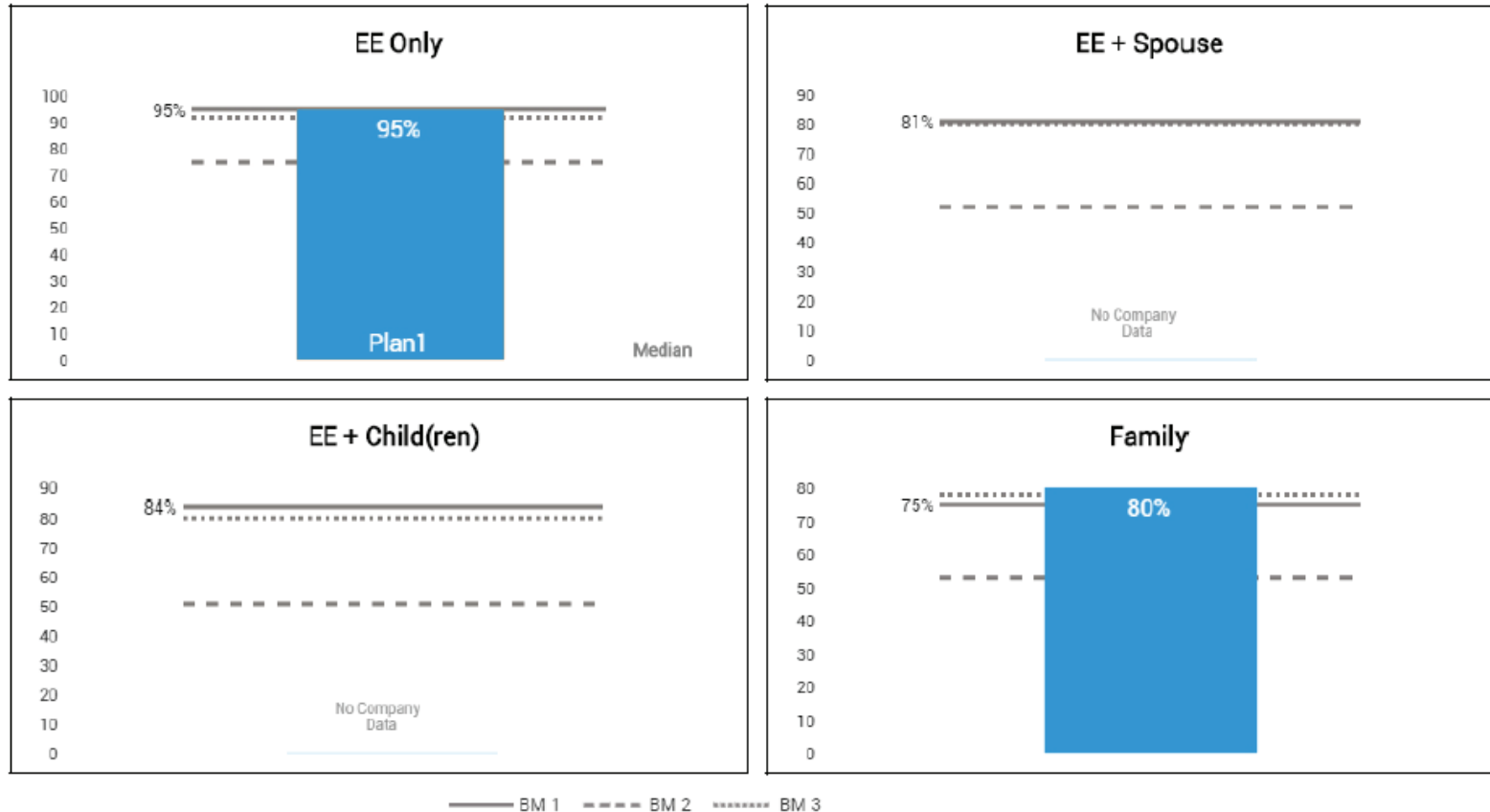
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Medical Cost - HDHP

Employer Subsidy (%)

City of Brainerd



Benchmark: BM1 - Industry (92 Public Administration); NAICS Code (921100 Executive, Legislative, and Other General Government Support, 921110 Executive Offices, 921120 Legislative Bodies, 921190 Other General Government Support); BM2 - State (Minnesota); BM3 - Company Type (Government Organization); No of Employ
09/15/2020
Produced by: North Risk Partners, LLC

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Company Name: Brainerd, City of
Network: Open Access (current)
Renewal Effective Date: 1/1/2021
Rate change effective 1/1/21: -3%
Rate cap: 15% (12% if all Smart Plans)
Contract Basis: 12/18 (claims incurred 1/1/21 - 12/31/21 and paid through 6/30/22)
 \$225,000 Specific Deductible per Member, Unlimited Lifetime Maximum

Plans	Stop Loss	Admin Fees	Broker Fees	Total Fixed Rate
☐ Brainerd, City of				
☐ Smart Alt 3: 2800-100%				
Single	\$36.35	\$13.99	\$0.00	\$50.34
Family	\$95.64	\$34.74	\$0.00	\$130.38
☐ \$1,000 Deductible Plan				
Single	\$36.35	\$13.99	\$0.00	\$50.34
Family	\$95.64	\$34.74	\$0.00	\$130.38

Plans	Expected Claims			
	2021 AV	Total Fixed Rate	Rate	Total Billed Rate
☐ Smart Alt 3: 2800-100%				
Single	80.5%	\$50.34	\$1,154.76	\$1,205.10
Family	80.5%	\$130.38	\$1,830.53	\$1,960.91
☐ \$1,000 Deductible Plan				
Single	85.2%	\$50.34	\$1,281.16	\$1,331.50
Family	85.2%	\$130.38	\$2,025.74	\$2,156.12

Company Name: Brainerd, City of
Network: Open Access (Smart Plans)
Renewal Effective Date: 1/1/2021
Rate cap: 15% (12% if all Smart Plans)
Contract Basis: 12/18 (claims incurred 1/1/21 - 12/31/21 and paid through 6/30/22)
 \$225,000 Specific Deductible per Member, Unlimited Lifetime Maximum

Group Name	Plan Name	Tier	Total Fixed Rates	Expected Claims	
				Rate	Total Rate
Brainerd, City of	Smart Alt 1: 1400-100%	Single	\$50.34	\$1,291.79	\$ 1,342.13
		Family	\$130.38	\$2,045.05	\$ 2,175.43
	Smart Alt 2: 1400-80%	Single	\$50.34	\$1,156.32	\$ 1,206.66
		Family	\$130.38	\$1,832.96	\$ 1,963.34
	Smart Alt 4: 2800-80%	Single	\$50.34	\$1,053.24	\$ 1,103.58
		Family	\$130.38	\$1,671.60	\$ 1,801.98
	Smart Alt 5: 3600-100%	Single	\$50.34	\$1,094.46	\$ 1,144.80
		Family	\$130.38	\$1,736.12	\$ 1,866.50
	Smart Alt 6: 3600-80%	Single	\$50.34	\$1,004.04	\$ 1,054.38
		Family	\$130.38	\$1,594.58	\$ 1,724.96
	Smart Alt 7: 7000-100%	Single	\$50.34	\$899.86	\$ 950.20
		Family	\$130.38	\$1,431.48	\$ 1,561.86

HEALTH PLAN

Sourcewell – Premium Equivalents for Value Added Services

- Wellness grants: ~\$4.00 PEPM
- Wellness incentives (earned/paid): ~\$10.00 PEPM
- Wellness platform with program management: ~\$4.00 PEPM
- Free onsite bio-metric screenings and flu shots: ~\$2.00 PEPM
- Wellbeats workout app: ~\$.50 PEPM
- Free EAP: \$1.10 PEPM
- Wellness sub-total: \$21.60 PEPM (~3.7%)
- Omada pre-diabetes program: ~.3%
- Progyny infertility program: varies
- Total extra value provided by pool: ~4.0%

Smart Plans

Peanut butter and jelly.
Macaroni and cheese.
Salt and pepper.

They're things that just go better together.

Sourcewell introduces Smart Plans – a way to save time and money while still receiving the best in health care coverage.

By pooling resources and providing a consistency of benefits, we can all be better together and achieve stability and affordability when it comes to health insurance benefits.

Smart Plans are Simple:

Pick and choose from seven plans

- Four deductible levels available
- Coinsurance ranges from 80 to 100 percent after deductible
- All plans are HSA-qualified and include free coverage for preventive prescriptions

Smart Plans are Valuable:

Important first-dollar coverage on all plans, including:

- Three mental health visits via EAP
- On-site biometric screenings and routine physicals
- Minimal out-of-pocket expense

Smart Plans are Rewarding:

Members can save up to \$2,000 and earn up to \$1,000 in additional rewards by choosing Top Value providers:

- Top Value benefits are available for certain procedures when members are able to elect when and where to receive the eligible service
- Top Value providers are proven to be high quality and low cost
- Generous travel benefits are available to afford traveling to Top Value providers

Get smart with our Smart Plans



Choose up to four plans from our seven options.

About our 2021 Smart Plans

	Smart Plan #1 100% after Min Ded/Single	Smart Plan #2 Top Value Min Ded/Single	Smart Plan #3 100% after Min Ded/Family	Smart Plan #4 Top Value Min Ded/Family	Smart Plan #5 100% after Max Contrib/Single	Smart Plan #6 Top Value Max Contrib/Single	Smart Plan #7 Min Value Max Ded/Single
Actuarial Value ³	87%	82%	80%	73%	74%	70%	65%
Deductible per Single ²	\$1,400	\$1,400	\$2,800	\$2,800	\$3,600	\$3,600	\$7,000
Deductible per Family Person	\$2,800	\$2,800	\$2,800	\$2,800	\$3,600	\$3,600	\$7,000
Deductible per Family Total	\$2,800	\$2,800	\$5,600	\$5,600	\$7,200	\$7,200	\$14,000
% Paid by Plan After Ded ¹	100%	80%	100%	80%	100%	80%	100%
Out-of-Pkt Max per Single	\$1,400	\$3,400	\$2,800	\$4,800	\$3,600	\$5,600	\$7,000
Out-of-Pkt Max per Family Person	\$2,800	\$6,800	\$2,800	\$4,800	\$3,600	\$5,600	\$7,000
Out-of-Pkt Max per Family Total	\$2,800	\$6,800	\$5,600	\$9,600	\$7,200	\$11,200	\$14,000

*All plans automatically index annually, please see page 5 for projections.

¹After deductibles on all Smart Plans, the Plan pays 100 percent of the cost of qualifying care received at Top Value providers, as well as provides up to \$1,500 of travel benefit when used to see Top Value providers.

²Deductible need not be met first to receive benefits for preventive prescriptions on all Smart Plans; instead, copays of either \$0 for generic or \$50 for brand-name drugs on the approved list will apply.

³Actuarial values approximate the percentage of claims that are expected to be paid by the plan for a given population, based on applying the scheduled benefits against the claims experience of a large national population. Actuarial values are calculated using the 2021 ACA AV calculator from CMS. Actuarial values will increase significantly with even modest amounts of employer contributions to HSAs, HRAs, or VEBAs. See Sourcewell's "AVs at Various Contribution Levels" for more information.

Simple

Seven plans: Choose up to four plans

- Four deductible levels available
- Four plans have 100 percent coinsurance after deductible for all care
- Three plans have 80 percent coinsurance, and 100 percent coinsurance at Top Value providers
- All plans are HSA-qualified and include free coverage for preventive prescriptions

Valuable

Important first-dollar coverage on all plans, including:

- Preventive prescriptions
- Three mental health visits via EAP
- Onsite biometric screenings and routine physicals
- Flu shots

Out-of-pocket max kept as low as possible

- Equal to deductible on three plans
- For three other plans, coinsurance of up to \$2,000/person can be minimized by seeking care at Top Value providers
- At the statutory max on only one plan

Actuarial values of plans, with or without account contributions, to match most any other plan

Pricing available upon request

*Not advisable to offer employees plans 1 or 2 with plans 3 or 4

Evolved

- Elimination of uncommon plan design features, including fourth-quarter deductible carryforward and special accident provisions.
- Inclusion of commonly excluded items such as bariatric surgery, infertility diagnosis, and acupuncture treatments
- Free access to mental health assistance via EAP
- Low-cost virtual health visits via Virtuwel and Doctors on Demand

Transparent

- All plans are designed so members have reason to care about cost at all levels
- Plan features that hide or distort medical costs (such as copays) have been reduced
- Tools to help with cost estimation as well low-cost care options

Inflation-adjusted

- Deductibles and out-of-pocket maximums adjust annually on group renewal date
- IRS HSA index is benchmark, released in June each year
- Allows actuarial values of plans to stay constant, and thus provides benefits stability
- Enables bargaining units better ability to focus on rates and contributions

HSA-eligible

- All plans are HSA-eligible
- Groups do not have to offer HSAs
- All plans work with VEBAs, HRAs, and FSAs



Preventive

- Preventive services include Omada pre-diabetic program and on-site biometric testing
- Free access to preventive generic prescriptions

Rewarding

- Members can save up to \$2,000 and earn up to \$1,000 in additional rewards by choosing Top Value providers
- Top Value care is available for procedures where member elects when and where to receive the service (i.e., not emergencies)
- Top Value providers are proven to be high quality and low cost
- Get up to \$1,500 in travel benefits for choosing Top Value providers

Affordable

- Simplified administration means ability to negotiate attractive administrative fees
- Improved utilization of Top Value providers will help lower overall plan costs
- Pricing available upon request

Easy-to-Change To

- Current plans (if not Smart Plans) can be maintained up to two years without extra charges
- Tools available to help compare current plans to Smart Plans

Top care, Top Value



You don't have to sacrifice quality when utilizing a Top Value provider. After deductibles on all Smart Plans with open access accounts, we pay 100 percent of the cost of qualifying care received at Top Value providers, as well as up to \$1,500 in travel benefits when used to see Top Value providers.

Top Value Providers, Plus Rewards!

Receive these valuable rewards for electing to use Top Value providers.

Top Value Providers (click the service below to see providers) Procedure Eligible for Top Value Incentive even if member has met their out-of-pocket maximum*	Gift Card Amount Smart Plans 1, 3, 5, 7 100/0 Plans	Gift Card Amount Smart Plans 2, 4, 6 80/20 Plans
Spine Surgery	\$1,000	\$500
(Arthroscopic) Shoulder Surgery	\$1,000	\$500
Hip Replacement & Revision	\$1,000	\$500
Knee Replacement & Revision	\$1,000	\$500
Cardiac Ablation	\$1,000	\$500
Arthroscopic Knee Surgery	\$500	-
Gallbladder Surgery	\$500	-
Hernia Surgery, Inguinal	\$500	-
Cataract Surgery	\$500	-
Carpal Tunnel Surgery	\$200	-
Rotator Cuff Surgery	\$200	-
Cardiac Catheterization / Angioplasty	\$200	-
Tonsil/Adenoid Surgery	\$200	-
Ear Tubes	\$200	-

*Reward is payable during the first quarter of the calendar year following the year in which the procedure occurs, and is taxable to the member in the year of receipt. This reward does not disqualify a member from contributing to a Health Savings Account. The reward is based on our annual review of data provided from HealthPartners' informatics team showing the average total savings when these procedures are performed at Top Value providers. The Top Value provider list is updated annually based on both quality and cost data.

Top Value benefits apply only to Smart Plans with Open Access or Perform networks; not available with other network plans.

Top Value Travel Benefit

Purpose	Offers affordable access to Top Value providers
Total travel benefit limit	\$1,500 per person, per year at Top Value provider
Min. distance for reimbursement	Provider must be at least 50 miles from home
Max. lodging reimbursement	\$150 per day of lodging as required for prep and surgery
Transportation type	Economy/coach fare for train, airplane, or bus; car reimbursement is per mile
Top Value Communication Resources	Teach your employees more about this program

Key Smart Plan Benefit Reference Tools (click the title to see the list)

Description	Benefit Notes
List of Preventive Prescriptions	- No deductible - Generic: \$0 copay - Brand: \$50 copay
Full Prescription Formulary List	Deductible and coinsurance applies

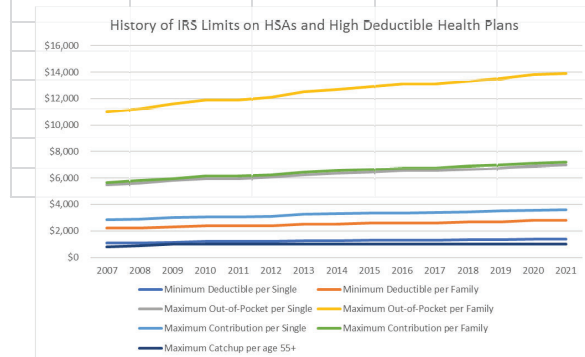
No funny business

No one likes surprises when it comes to health insurance. Smart Plans are inflation-adjusted, meaning there's no need to negotiate changes in deductibles. Plan values remain constant and stable – something we can all appreciate.

History (and Projection) of IRS Limits on HSAs and HDHPs							
Year	Minimum Deductible per Single	Minimum Deductible per Family	Maximum Out-of-Pocket per Single	Maximum Out-of-Pocket per Family	Maximum Contribution per Single	Maximum Contribution per Family	Maximum Catchup per age 55+
2004	\$1,000	\$2,000	NA	NA	\$2,600	\$5,150	\$500
2005	\$1,000	\$2,000	NA	NA	\$2,650	\$5,250	\$600
2006	\$1,050	\$2,100	NA	NA	\$2,700	\$5,450	\$700
2007	\$1,100	\$2,200	\$5,500	\$11,000	\$2,850	\$5,650	\$800
2008	\$1,100	\$2,200	\$5,600	\$11,200	\$2,900	\$5,800	\$900
2009	\$1,150	\$2,300	\$5,800	\$11,600	\$3,000	\$5,950	\$1,000
2010	\$1,200	\$2,400	\$5,950	\$11,900	\$3,050	\$6,150	\$1,000
2011	\$1,200	\$2,400	\$5,950	\$11,900	\$3,050	\$6,150	\$1,000
2012	\$1,200	\$2,400	\$6,050	\$12,100	\$3,100	\$6,250	\$1,000
2013	\$1,250	\$2,500	\$6,250	\$12,500	\$3,250	\$6,450	\$1,000
2014	\$1,250	\$2,500	\$6,350	\$12,700	\$3,300	\$6,550	\$1,000
2015	\$1,300	\$2,600	\$6,450	\$12,900	\$3,350	\$6,650	\$1,000
2016	\$1,300	\$2,600	\$6,550	\$13,100	\$3,350	\$6,750	\$1,000
2017	\$1,300	\$2,600	\$6,550	\$13,100	\$3,400	\$6,750	\$1,000
2018	\$1,350	\$2,700	\$6,650	\$13,300	\$3,450	\$6,900	\$1,000
2019	\$1,350	\$2,700	\$6,750	\$13,500	\$3,500	\$7,000	\$1,000
2020	\$1,400	\$2,800	\$6,900	\$13,800	\$3,550	\$7,100	\$1,000
2021	\$1,400	\$2,800	\$7,000	\$13,900	\$3,600	\$7,200	\$1,000
Forecast for next 5 years, trending based on prior 5 years							
2022	\$1,450	\$2,900	\$7,100	\$14,200	\$3,650	\$7,300	\$1,000
2023	\$1,500	\$3,000	\$7,200	\$14,400	\$3,700	\$7,400	\$1,000
2024	\$1,500	\$3,000	\$7,300	\$14,600	\$3,750	\$7,500	\$1,000
2025	\$1,550	\$3,100	\$7,400	\$14,800	\$3,800	\$7,600	\$1,000
2026	\$1,600	\$3,200	\$7,500	\$15,000	\$3,850	\$7,700	\$1,000

5-Year Projection of Key Smart Plan Provisions*							
Plan	Plan Provision	2021	2022	2023	2024	2025	2026
1	Deductible/single	\$1,400	\$1,450	\$1,500	\$1,500	\$1,550	\$1,600
	Deductible/family	\$2,800	\$2,900	\$3,000	\$3,000	\$3,100	\$3,200
	OOP max/single	\$1,400	\$1,450	\$1,500	\$1,500	\$1,550	\$1,600
	OOP max/family	\$2,800	\$2,900	\$3,000	\$3,000	\$3,100	\$3,200
2	Deductible/single	\$1,400	\$1,450	\$1,500	\$1,500	\$1,550	\$1,600
	Deductible/family	\$2,800	\$2,900	\$3,000	\$3,000	\$3,100	\$3,200
	OOP max/single	\$3,400	\$3,450	\$3,500	\$3,500	\$3,550	\$3,600
	OOP max/family	\$6,800	\$6,900	\$7,000	\$7,000	\$7,100	\$7,200
3	Deductible/single	\$2,800	\$2,900	\$3,000	\$3,000	\$3,100	\$3,200
	Deductible/family	\$5,600	\$5,800	\$6,000	\$6,000	\$6,200	\$6,400
	OOP max/single	\$2,800	\$2,900	\$3,000	\$3,000	\$3,100	\$3,200
	OOP max/family	\$5,600	\$5,800	\$6,000	\$6,000	\$6,200	\$6,400
4	Deductible/single	\$2,800	\$2,900	\$3,000	\$3,000	\$3,100	\$3,200
	Deductible/family	\$5,600	\$5,800	\$6,000	\$6,000	\$6,200	\$6,400
	OOP max/single	\$4,800	\$4,900	\$5,000	\$5,000	\$5,100	\$5,200
	OOP max/family	\$9,600	\$9,800	\$10,000	\$10,000	\$10,200	\$10,400
5	Deductible/single	\$3,600	\$3,650	\$3,700	\$3,750	\$3,800	\$3,850
	Deductible/family	\$7,200	\$7,300	\$7,400	\$7,500	\$7,600	\$7,700
	OOP max/single	\$3,600	\$3,650	\$3,700	\$3,750	\$3,800	\$3,850
	OOP max/family	\$7,200	\$7,300	\$7,400	\$7,500	\$7,600	\$7,700
6	Deductible/single	\$3,600	\$3,650	\$3,700	\$3,750	\$3,800	\$3,850
	Deductible/family	\$7,200	\$7,300	\$7,400	\$7,500	\$7,600	\$7,700
	OOP max/single	\$5,600	\$5,650	\$5,700	\$5,750	\$5,800	\$5,850
	OOP max/family	\$11,200	\$11,300	\$11,400	\$11,500	\$11,600	\$11,700
7	Deductible/single	\$7,000	\$7,100	\$7,200	\$7,300	\$7,400	\$7,500
	Deductible/family	\$14,000	\$14,200	\$14,400	\$14,600	\$14,800	\$15,000
	OOP max/single	\$7,000	\$7,100	\$7,200	\$7,300	\$7,400	\$7,500
	OOP max/family	\$14,000	\$14,200	\$14,400	\$14,600	\$14,800	\$15,000

*Note: This chart estimates what the key plan provisions will be for our Smart Plans for the next 5 years, based on our projection of what the IRS will establish for HSA and HDHP limits.





NORTH RISK
PARTNERS®

Service Agreement

Large Group Employee Benefits

City of Brainerd/BPU/HRA

Effective Date: October 1, 2020

Herein are services included in our package based on the current commission schedule. Extended services for additional fees are also listed. This document serves as a prompt for service discussions. Once finalized and signed, the document will serve as a formal agreement of services to be delivered by North Risk Partners.

Service Description	Frequency
---------------------	-----------

Ongoing Account Management

- | | |
|--|----------|
| <ul style="list-style-type: none"> ▪ Provide contact information and an outline of roles for all account management team members and arrange introduction. ▪ Perform day-to-day service and act as a resource for City of Brainerd on all benefit topics. ▪ Advocate on behalf of City of Brainerd and its employees regarding any benefit issues, questions, enrollment, claims and ongoing education. ▪ Act as a liaison between City of Brainerd and all insurance providers and administrators. ▪ Provide ongoing support of the benefits administration platform and all tools and resources. ▪ Provide claims data as requested on the health plan as well as tracking high claim utilization. Risk advisor analysis and interpretation of the data where appropriate. ▪ As requested, develop ad hoc charts and materials used for educating and illustrating. ▪ Identify client service timeline, implement annual milestones, and execute strategy. | Annually |
|--|----------|

Enrollment Strategy & Employee Education

- | | |
|--|----------|
| <ul style="list-style-type: none"> ▪ Evaluate communication strategies and determine best-fit approach in the short and long term to enhance employee understanding of benefit offerings. This may include but is not limited to: <ul style="list-style-type: none"> • Open enrollment flyers, posters, payroll stuffers • On-site and Virtual Open Enrollment & education meetings • Use of enrollment platform • Personalized enrollment guides - Bilingual communication options as needed • Ongoing communication and education on wellness/lifestyle resources, cost comparison tools, telemedicine, insurance carrier's value adds, etc. ▪ Determine new hire ongoing benefits enrollment options and eligibility. ▪ Implement enrollment approach and provide ongoing support. | Annually |
|--|----------|

Service Description	Frequency
---------------------	-----------

Quarter 1 Meeting

▪ Renewal and open enrollment recap ▪ Review plans and monitor City of Brainerd's experiences with each service provider/vendor. ▪ Present new industry best practices, products or services, compliance and legislative developments for consideration during the upcoming renewal (both quarter 1 and mid-year meeting). ▪ Stewardship review and service team review ▪ Annual planning goals ▪ Agency Evaluation ▪ Decision Master Warehouse (DMW) Claims Drill-down Study ▪ Management Report – Medical & Rx ▪ Ad Hoc Analysis ▪ Multi-project reporting when applicable ▪ Alternative Plan Modeling when applicable	Annually within first quarter following renewal date DMW as discussed with client
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Mid-Year Review

▪ Analyze vendor, carrier and product performance. Determine based on client needs which plans to take to market for the upcoming renewal. ▪ Perform claims analysis and benchmark comparisons. ▪ Discuss upcoming renewal and open enrollment timeline goals. ▪ Discuss renewal estimates based on year-to-date claims information for budget projections of future costs. ▪ Review funding options and alternatives where appropriate. ▪ Present any new industry best practices, new products or services, compliance and legislative developments for consideration during the upcoming renewal (both).	Annually 5th to 6th month following renewal date As needed based on group discussion Not applicable 1st yr. or part of pool
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Pre-Renewal Strategy

- Pre-renewal discussion with City of Brainerd to confirm market specifications (phone or in person if needed)
- Prepare market specifications for health insurance coverage and solicit alternative product/financial proposals from all competitive markets and programs available, for plans determined in the mid-year meeting.

Continued on Page 4

Service Description	Frequency
▪ Request renewals 90-180 days prior to policy anniversary from health insurance carriers. ▪ Review renewals for accuracy, justification and consistency with historical data. ▪ Meet with carrier representatives including sales/service, underwriting, claims, etc. to negotiate on City of Brainerd's behalf the most competitive renewals possible. ▪ Evaluate qualifying proposals in detail comparing costs, plan designs, administration expenses, network coverage, access and discounts.	Annually

Renewal Delivery and Process

- | | |
|---|----------|
| <ul style="list-style-type: none"> ▪ Prepare and present a comprehensive and concise Renewal Executive Summary to City of Brainerd's insurance committee. ▪ Analyze claims experience for the health plan's renewal period. ▪ Make recommendations regarding any plan changes or carrier finalists based on in-depth analysis. ▪ Inventory current services for the health insurance plan offered thru City of Brainerd and negotiate with finalists for needed services. ▪ Provide detailed follow-up regarding any questions or timelines discussed and move forward with open enrollment strategy. ▪ Assist City of Brainerd with implementation of recommended programs, plan changes and any vendor/carrier changes. | Annually |
|---|----------|

Training Center

Our unique solution assists companies in achieving employee training goals. Compared to traditional classroom-based instruction, online training reduces training costs, training time, improves trainee comprehension rates, and provides for consistent, enterprise-wide training content delivery. There are over 200 training courses in the areas of:

- Employee Safety (Back Safety, First Aid, Bloodborne Pathogens, etc.)
- Human Resources (Diversity, Customer Service Skills, Employee Coaching, etc.)
- Wellness (Weight Management, Fitness for Everyone, Healthy Habits, etc.)

Continued on Page 5

Available as part of the core services

Service Description	Frequency
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- Environmental (Hazardous Waste, Lead Safety, Chemical Handling, Spills, etc.)

Safety & Loss Control Hotline – Mike Holmquist / Integrated Loss Control

- Health & Safety programs: Processes review, regulatory and OSHA compliance, emergency action plans, DOT fleet-specific safety & compliance, develop early return to work programs, lower claims/loss experience
- Large-scope projects offered at a discounted fee

Available as part of the core services

Wellness Consulting

North Risk Partners is a passionate proponent of the positive short and long-term impact of behavioral change. We have partnered with a variety of resources that are all at the leading edge of health and lifestyle promotion.

- Conduct an evaluation of the current wellness culture and create a strategic plan to meet overall City of Brainerd goals. This will involve analyzing resources and program scope, including time frames and additional pricing (if applicable).

Available as part of the core services

HR & Labor Hotline – Mike Bourgon / Synergy HR Solutions

- HR Support & Compliance: Employee handbook, HR audit, FLSA, FMLA, COBRA, employment and onboarding processes and forms, benefits administration practices, workplace investigation complaints, disciplinary forms & processes, hiring and termination practices
- HR Bootcamp: Full-day seminar geared around education on key HR topics
- Large-scope projects offered at a discounted fee

Sponsorship available as part of the core services

Compliance Support

Available as part of
the Core Services

We have a variety of tools and resources available to assist our clients with their compliance needs. Our consultation will evaluate your current status and we will recommend options to help support your compliance needs (some options may involve additional fees).

HR & Benefits Resources – Enrollment in MyWave Connect

- Online HR tool that provides compliance checklists, guides and links to state and federal laws
- Compliance documents, sample handbooks, timely compliance updates and newsletters
- Employee benefit communication pieces
- Online HR toolbox:
 - ACA Reporting
 - Custom Job Description Builder
 - COBRA Notices Generator
 - Employee Cost Calculator
 - Compliance Notice Builder
 - Federal Poster Advisor
 - FLMA Advisor
 - OSHA Log
 - Health Plan Compliance Calendar
 - HR Self-Assessment
 - Sample Job Descriptions
 - Interview Question Builder
 - Multi-State Law Comparison Tool
 - Performance Review Builder
 - Salary benchmarking
 - Employee Handbook Builder
 - Total Compensation Statement Builder

Seminars and Monthly Webinars presented by industry professionals in the areas of insurance, human resources, safety and wellness. Recent webinar topics:

- Understanding HSA & VEBA Advantages
- Newly Enhanced MyWave Toolbox

Service Description

Frequency

- Mock Fatality Investigation
- Telecommuting: The Rules, Do's and Don'ts and Sample Policy

Wrap Documents (additional fees may apply)

- Summary Plan Description, Summary of Material Modification
- All ACA Notices, Special Enrollment Rights, Appeal Procedures

Additional Required Notices

- COBRA, State Continuation, CMS, CHIPRA, SBC, Model Exchange Notice

Reporting Guidance

- Annual CMS reporting
- Annual PCORI filing and fees
- Annual Reinsurance fees and filings
- ACA Reporting including 1094 and 1095 forms
- Annual 5500 filing when required (100+ enrolled employees)

Compensation / Consulting Fee

North Risk Partners agrees to provide consulting and core brokerage services as detailed throughout this service agreement in exchange for a fee-for service model or standard commission structure:

Fee for Service: \$25,000 annually. ***We will discount to \$19,000 for 2021.***

(We can invoice semi-annual installments)

Commission: \$22 per contract per month (***discounted to \$17 per contract per month for 2021***)

(Included in premium rate - payable by insurance company/program)

If the City wants to hire North Risk Partners as consultant/broker of record it would be contingent upon one of the compensation models outlined above. An "Agent of record" intent form will need to be completed to initiate agreement.

North Risk Partners

Date

City of Brainerd

Date

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

October 5, 2020

7:00 PM

City Hall Council Chambers

WebEx Teleconference Call-In Information

Call Toll-Free: 844-992-4726 Access Code: 146 576 4910

1. Event/Street Closure Application - St. Francis School Marathon
2. Improvement 20-02 - 2020 Crack Seal Project Final Pay Application
3. Improvements 16-09 and 19-07 - Buffalo Hills Lane and Mississippi Drive Reconstruction Project Final Pay Application
4. Laurel Street Bridge Expansion Joint Gland Replacement
5. Street Light Request - 2014 Crestview Lane
6. Transit Telecommunications Site Use and Annual Lease Agreement



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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



SPECIAL EVENT APPLICATION

Date of Application: _____

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

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

Name of event: _____

Organizer Information

Organizer's Name: _____

Organizer's Address: _____

Event Contact Person: _____

Event Contact Daytime Phone: _____

Event Contact E-mail Address: _____

Contact Name/Number Day of Event: _____

For Profit/Nonprofit Status (type): _____

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

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:

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
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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:

Trash Receptacle Disposal	Yes	No
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Company contracted for trash receptacle disposal: _____

Additional Event Information

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

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

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

Street Closure Request Information

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

Date and time for beginning of street closures: _____

Date and time for reopening of streets: _____

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

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

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

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

Hold Harmless Agreement and Insurance Information

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

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

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

Signature of Event Applicant

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

Signature of Applicant

Print Name

Contacts, Permits, and Fees Checklist

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

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

Permit, License, or Checklist	Yes	Pending	N/A	Contact (See contact information below)
Authorization to use a city park				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):



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

Contract Number: 2020-04
Pay Request Number: 1

Project Number	Project Description
20-02	2020 Crack Seal Project

Contractor: Lot Pros Inc. P.O.Box 423 Fergus Falls, MN 56537	Vendor Number: N/A Up To Date: 09/21/2020
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Contract Amount**Funds Encumbered**

Original Contract	\$15,758.72	Original	\$15,758.72
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$15,758.72	Total	\$15,758.72

Work Certified To Date

Base Bid Items	\$12,644.48
Contract Changes	\$
Material On Hand	\$0.00
Total	\$12,644.48

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$12,644.48	\$12,644.48	\$0.00	\$0.00	\$12,644.48	\$12,644.48
Percent: Retained: 0%			Percent Complete: 80.24%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By
 Paul Sandy
 County/City/Project Engineer
 09/21/2020
 Date

Approved By Lot Pros Inc.

 Contractor

 Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2020-09-21	\$12,644.48	\$0.00	\$12,644.48

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
2020 Crack Seal		\$12,644.48	\$0.00	\$0.00	\$12,644.48	\$12,644.48

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Local / Other[1]	\$12,644.48			\$12,644.48

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20-02	1	2021.501	MOBILIZATION	LS	\$1,000.00	1	1	\$1,000.00	1	\$1,000.00
20-02	2	2331.603	CRACK SEALING	L F	\$0.24	57328	44352	\$10,644.48	44352	\$10,644.48
20-02	3	2563.601	TRAFFIC CONTROL	LS	\$1,000.00	1	1	\$1,000.00	1	\$1,000.00
Base Bid Totals:								\$12,644.48		\$12,644.48

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
20-02	2020 Crack Seal	\$12,644.48	\$12,644.48

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										\$		\$

Contract Total	\$12,644.48
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

BROCKWHITE

CONSTRUCTION MATERIALS

CSG A CONSTRUCTION SUPPLY GROUP COMPANY

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

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

ACKNOWLEDGEMENT

CUST #: 14862

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

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



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

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

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

Last Page

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



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

Contract Number: 2019-04
Pay Request Number: 7

Project Number	Project Description
19-07	Mississippi Drive Reconstruction
SAP 108-136-004	Buffalo Hills Lane Reconstruction

Contractor: Kraemer Trucking & Excavating Inc. PO Box 434 Cold Spring, MN 56320	Vendor Number: N/A Up To Date: 08/12/2020
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Contract Amount		Funds Encumbered	
Original Contract	\$1,563,604.50	Original	\$1,563,604.50
Contract Changes	\$90,881.23	Additional	N/A
Revised Contract	\$1,654,485.73	Total	\$1,563,604.50

Work Certified To Date	
Base Bid Items	\$1,631,217.35
Contract Changes	\$90,881.23
Material On Hand	\$0.00
Total	\$1,722,098.58

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$47,942.13	\$1,722,098.58	\$0.00	\$1,590,448.63	\$131,649.95	\$1,722,098.58
Percent: Retained: 0%			Percent Complete: 104.09%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By
 Paul Sandy
 County/City/Project Engineer
 08/14/2020
 Date

Approved By Kraemer Trucking & Excavating Inc.

Contractor

Date



9/22/2020

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2019-08-14	\$291,772.93	\$14,588.65	\$277,184.28
2	2019-09-11	\$305,482.94	\$15,274.14	\$290,208.80
3	2019-09-28	\$479,269.43	\$23,963.48	\$455,305.95
4	2019-11-11	\$347,528.65	\$17,376.43	\$330,152.22
5	2020-01-10	\$148,835.00	\$7,441.75	\$141,393.25
6	2020-05-27	\$101,267.50	\$5,063.37	\$96,204.13
7	2020-08-12	\$47,942.13	\$-83,707.82	\$131,649.95

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Mississippi Drive Reconstruction	0	\$93,798.85	\$0.00	\$89,108.91	\$4,689.94	\$93,798.85
Roadway	0	\$1,628,299.73	\$0.00	\$1,501,339.72	\$126,960.01	\$1,628,299.73

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
401-41609-5530	Municipal (MSAS > 5000)	\$126,960.01			\$1,628,299.73
401-41907-5530	Local	\$4,689.94			\$93,798.85

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-07	1	2021.501	MOBILIZATION	LS	\$81,520.00	0.06	0	\$0.00	0.06	\$4,891.20
19-07	2	2101.505	CLEARING	ACRE	\$10,000.00	0.02	0	\$0.00	0.02	\$200.00
19-07	3	2101.505	GRUBBING	ACRE	\$10,000.00	0.02	0	\$0.00	0.02	\$200.00
19-07	4	2104.502	REMOVE CASTING	EACH	\$105.00	3	0	\$0.00	3	\$315.00
19-07	5	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$4.20	31	0	\$0.00	23	\$96.60
19-07	6	2104.503	SALVAGE WOOD RAIL FENCE	L F	\$5.25	50	0	\$0.00	50	\$262.50
19-07	7	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$10.50	96	0	\$0.00	141	\$1,480.50
19-07	8	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.50	1704	0	\$0.00	1704	\$5,964.00
19-07	9	2105.507	COMMON EXCAVATION (P)	C Y	\$8.82	880	0	\$0.00	880	\$7,761.60
19-07	10	2105.507	STABILIZING AGGREGATE	C Y	\$31.50	50	0	\$0.00	50	\$1,575.00
19-07	11	2130.523	WATER	MGAL	\$42.00	25	0	\$0.00	12	\$504.00

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-07	12	2211.509	AGGREGATE BASE CLASS 5	TON	\$18.90	504	0	\$0.00	410	\$7,749.00
19-07	13	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	\$68.25	239	0	\$0.00	258	\$17,608.50
19-07	14	2504.602	ADJUST VALVE BOX-WATER	EACH	\$157.50	1	0	\$0.00	0	\$0.00
19-07	15	2504.602	ADJUST CURB BOX	EACH	\$131.25	7	0	\$0.00	0	\$0.00
19-07	16	2506.502	CASTING ASSEMBLY	EACH	\$840.00	3	0	\$0.00	2	\$1,680.00
19-07	17	2506.602	SEAL DRAINAGE STRUCTURE	EACH	\$525.00	3	0	\$0.00	1	\$525.00
19-07	18	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$18.90	1010	0	\$0.00	1021	\$19,296.90
19-07	19	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$97.65	17	0	\$0.00	17	\$1,660.05
19-07	20	2540.602	SALVAGE AND REINSTALL MAILBOX	EACH	\$84.00	2	0	\$0.00	2	\$168.00
19-07	21	2540.602	TEMPORARY MAILBOX SUPPORT	EACH	\$26.25	2	0	\$0.00	2	\$52.50
19-07	22	2563.601	TRAFFIC CONTROL	LS	\$8,400.00	0.06	0	\$0.00	0.06	\$504.00
19-07	23	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	\$714.00	5	0	\$0.00	6	\$4,284.00
19-07	24	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$2,100.00	0.06	0	\$0.00	0.06	\$126.00
19-07	25	2573.501	EROSION CONTROL SUPERVISOR	LS	\$2,100.00	0.06	0	\$0.00	0.06	\$126.00
19-07	26	2573.503	SILT FENCE, TYPE HI	L F	\$3.15	354	0	\$0.00	470	\$1,480.50
19-07	27	2574.507	COMMON TOPSOIL BORROW (LV)	C Y	\$36.75	322	0	\$0.00	246	\$9,040.50
19-07	28	2575.501	TURF ESTABLISHMENT	LS	\$96,250.00	0.06	0	\$0.00	0.06	\$5,775.00
19-07	29	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$157.50	3	0	\$0.00	3	\$472.50
SAP 108-136-004	1	2021.501	MOBILIZATION	LS	\$81,520.00	0.94	0	\$0.00	0.94	\$76,628.80
SAP 108-136-004	2	2101.505	CLEARING	ACRE	\$2,100.00	1.89	0	\$0.00	2.15	\$4,515.00
SAP 108-136-004	3	2101.505	GRUBBING	ACRE	\$2,100.00	1.89	0	\$0.00	2.15	\$4,515.00
SAP 108-136-004	4	2101.524	CLEARING	TREE	\$262.50	37	0	\$0.00	81	\$21,262.50

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 108-136-004	5	2101.524	GRUBBING	TREE	\$262.50	37	0	\$0.00	85	\$22,312.50
SAP 108-136-004	6	2104.502	REMOVE SHRUB	EACH	\$105.00	9	0	\$0.00	10	\$1,050.00
SAP 108-136-004	7	2104.502	REMOVE CONCRETE APRON	EACH	\$157.50	2	0	\$0.00	2	\$315.00
SAP 108-136-004	8	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$420.00	7	0	\$0.00	6	\$2,520.00
SAP 108-136-004	9	2104.502	REMOVE CASTING	EACH	\$105.00	15	0	\$0.00	15	\$1,575.00
SAP 108-136-004	10	2104.502	SALVAGE GATE VALVE	EACH	\$315.00	1	0	\$0.00	1	\$315.00
SAP 108-136-004	11	2104.502	SALVAGE HYDRANT	EACH	\$315.00	1	0	\$0.00	1	\$315.00
SAP 108-136-004	12	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$4.20	135	0	\$0.00	181	\$760.20
SAP 108-136-004	13	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$4.20	620	0	\$0.00	1007	\$4,229.40
SAP 108-136-004	14	2104.503	REMOVE WATER MAIN	L F	\$21.00	20	0	\$0.00	10	\$210.00
SAP 108-136-004	15	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$10.50	395	0	\$0.00	405	\$4,252.50
SAP 108-136-004	16	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	\$10.50	13	0	\$0.00	13	\$136.50
SAP 108-136-004	17	2104.503	REMOVE CURB & GUTTER	L F	\$10.50	519	0	\$0.00	574	\$6,027.00
SAP 108-136-004	18	2104.503	SALVAGE CHAIN LINK FENCE	L F	\$15.75	24	0	\$0.00	118	\$1,858.50
SAP 108-136-004	19	2104.503	SALVAGE RETAINING WALL	L F	\$52.50	100	0	\$0.00	28	\$1,470.00
SAP 108-136-004	20	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$10.50	247	0	\$0.00	335	\$3,517.50
SAP 108-136-004	21	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$9.80	480	0	\$0.00	505	\$4,949.00
SAP 108-136-004	22	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.50	8503	0	\$0.00	8643	\$30,250.50
SAP 108-136-004	23	2105.507	COMMON EXCAVATION (P)	C Y	\$8.82	19590	0	\$0.00	19615	\$173,004.30
SAP 108-136-004	24	2105.507	STABILIZING AGGREGATE	C Y	\$31.50	150	0	\$0.00	150	\$4,725.00
SAP 108-136-004	25	2104.518	REMOVE LANDSCAPE ROCK	S F	\$1.05	523	0	\$0.00	693	\$727.65
SAP 108-136-004	26	2130.523	WATER	MGAL	\$42.00	75	0	\$0.00	40	\$1,680.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 108-136-004	27	2211.509	AGGREGATE BASE CLASS 5	TON	\$18.90	3713	0	\$0.00	2505	\$47,344.50
SAP 108-136-004	28	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	\$68.25	2376	0	\$0.00	2497	\$170,420.25
SAP 108-136-004	29	2501.602	SKIMMER	EACH	\$8,190.00	1	0	\$0.00	1	\$8,190.00
SAP 108-136-004	30	2501.602	PRECAST HEADWALLS	EACH	\$2,625.00	1	0	\$0.00	1	\$2,625.00
SAP 108-136-004	31	2501.602	18" PIPE APRON	EACH	\$1,155.00	1	0	\$0.00	1	\$1,155.00
SAP 108-136-004	32	2501.602	TRASH GUARD FOR 18" PIPE APRON	EACH	\$577.50	1	0	\$0.00	1	\$577.50
SAP 108-136-004	33	2503.503	12" RC PIPE SEWER CLASS III	L F	\$58.80	2235	0	\$0.00	2231	\$131,182.80
SAP 108-136-004	34	2503.503	15" RC PIPE SEWER CLASS III	L F	\$64.05	120	0	\$0.00	110	\$7,045.50
SAP 108-136-004	35	2503.503	18" RC PIPE SEWER CLASS III	L F	\$69.30	369	0	\$0.00	369	\$25,571.70
SAP 108-136-004	36	2503.602	SANITARY SEWER SERVICE	EACH	\$945.50	4	0	\$0.00	4	\$3,782.00
SAP 108-136-004	37	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	\$1,575.00	1	0	\$0.00	1	\$1,575.00
SAP 108-136-004	38	2503.602	12" PIPE PLUG	EACH	\$157.50	1	0	\$0.00	1	\$157.50
SAP 108-136-004	39	2503.603	6" PVC PIPE SEWER	L F	\$42.00	147	0	\$0.00	127	\$5,334.00
SAP 108-136-004	40	2503.603	12" PVC PIPE SEWER	L F	\$84.00	91	0	\$0.00	111	\$9,324.00
SAP 108-136-004	41	2504.602	WATER SERVICE TAP & HOOKUP	EACH	\$315.00	3	0	\$0.00	3	\$945.00
SAP 108-136-004	42	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$315.00	4	0	\$0.00	4	\$1,260.00
SAP 108-136-004	43	2504.602	HYDRANT	EACH	\$4,515.00	3	0	\$0.00	3	\$13,545.00
SAP 108-136-004	44	2504.602	ADJUST VALVE BOX-WATER	EACH	\$131.25	14	0	\$0.00	13	\$1,706.25
SAP 108-136-004	45	2504.602	1" CORPORATION STOP	EACH	\$157.50	3	0	\$0.00	3	\$472.50
SAP 108-136-004	46	2504.602	6" GATE VALVE & BOX	EACH	\$1,470.00	3	0	\$0.00	2	\$2,940.00
SAP 108-136-004	47	2504.602	10" GATE VALVE & BOX	EACH	\$2,940.00	1	0	\$0.00	1	\$2,940.00
SAP 108-136-004	48	2504.602	ADJUST CURB BOX	EACH	\$131.25	8	0	\$0.00	4	\$525.00

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 108-136-004	49	2504.602	1" CURB STOP & BOX	EACH	\$367.50	3	0	\$0.00	3	\$1,102.50
SAP 108-136-004	50	2504.603	1" TYPE K COPPER PIPE	L F	\$31.50	171	0	\$0.00	158	\$4,977.00
SAP 108-136-004	51	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$52.50	69	0	\$0.00	74	\$3,885.00
SAP 108-136-004	52	2504.603	10" WATERMAIN DUCTILE IRON CL 52	L F	\$89.25	108	0	\$0.00	117	\$10,442.25
SAP 108-136-004	53	2504.604	4" INSULATION	S Y	\$21.00	32	0	\$0.00	36	\$756.00
SAP 108-136-004	54	2504.608	DUCTILE IRON FITTINGS	LB	\$5.25	778	0	\$0.00	575	\$3,018.75
SAP 108-136-004	55	2506.502	CASTING ASSEMBLY	EACH	\$892.50	15	0	\$0.00	13	\$11,602.50
SAP 108-136-004	56	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$1,890.00	4	0	\$0.00	4	\$7,560.00
SAP 108-136-004	57	2506.602	PLUG DRAINAGE STRUCTURE	EACH	\$630.00	3	0	\$0.00	3	\$1,890.00
SAP 108-136-004	58	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$525.00	4	0	\$0.00	4	\$2,100.00
SAP 108-136-004	59	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$525.00	1	0	\$0.00	1	\$525.00
SAP 108-136-004	60	2506.602	SEAL DRAINAGE STRUCTURE	EACH	\$525.00	17	0	\$0.00	8	\$4,200.00
SAP 108-136-004	61	2506.502	CONST DRAINAGE STRUCTURE DESIGN G OR H	EACH	\$1,575.00	11	0	\$0.00	11	\$17,325.00
SAP 108-136-004	62	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$2,730.00	17	0	\$0.00	17	\$46,410.00
SAP 108-136-004	63	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	\$6,720.00	1	0	\$0.00	1	\$6,720.00
SAP 108-136-004	64	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	\$9,030.00	1	0	\$0.00	1	\$9,030.00
SAP 108-136-004	65	2511.504	GEOTEXTILE FILTER TYPE 7	S Y	\$4.20	220	0	\$0.00	419	\$1,759.80
SAP 108-136-004	66	2511.507	RANDOM RIPRAP CLASS III	C Y	\$126.00	109	0	\$0.00	244	\$30,744.00
SAP 108-136-004	67	2521.518	6" CONCRETE WALK	S F	\$10.50	928	0	\$0.00	1965	\$20,632.50
SAP 108-136-004	68	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$37.80	260	0	\$0.00	0	\$0.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 108-136-004	69	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$18.90	6380	0	\$0.00	6579	\$124,343.10
SAP 108-136-004	70	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$67.20	376	0	\$0.00	621	\$41,731.20
SAP 108-136-004	71	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$99.75	61	0	\$0.00	65	\$6,483.75
SAP 108-136-004	72	2531.618	TRUNCATED DOMES	S F	\$52.50	176	0	\$0.00	216	\$11,340.00
SAP 108-136-004	73	2540.602	SALVAGE AND REINSTALL MAILBOX	EACH	\$84.00	17	0	\$0.00	16	\$1,344.00
SAP 108-136-004	74	2540.602	TEMPORARY MAILBOX SUPPORT	EACH	\$26.25	17	0	\$0.00	13	\$341.25
SAP 108-136-004	75	2540.603	LANDSCAPE EDGER	L F	\$21.00	20	0	\$0.00	25	\$525.00
SAP 108-136-004	76	2540.618	INSTALL STONE RETAINING WALL	S F	\$84.00	200	0	\$0.00	21	\$1,764.00
SAP 108-136-004	77	2557.503	WIRE FENCE DESIGN 72V-9322	L F	\$39.38	785	0	\$0.00	800	\$31,504.00
SAP 108-136-004	78	2557.603	INSTALL CHAIN LINK FENCE	L F	\$42.00	16	0	\$0.00	110	\$4,620.00
SAP 108-136-004	79	2557.603	INSTALL WOOD RAIL FENCE	L F	\$63.00	50	0	\$0.00	40	\$2,520.00
SAP 108-136-004	80	2563.601	TRAFFIC CONTROL	LS	\$8,400.00	0.94	0	\$0.00	0.94	\$7,896.00
SAP 108-136-004	81	2563.602	RAISED PAVEMENT MARKER TEMPORARY	EACH	\$3.15	104	0	\$0.00	0	\$0.00
SAP 108-136-004	82	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	\$703.50	46	0	\$0.00	51	\$35,878.50
SAP 108-136-004	83	2571.524	CONIFEROUS TREE 8' HT B&B	TREE	\$808.50	35	0	\$0.00	67	\$54,169.50
SAP 108-136-004	84	2571.524	TRANSPLANT TREE (SPADE SIZE 42")	TREE	\$420.00	1	0	\$0.00	2	\$840.00
SAP 108-136-004	85	2571.525	CONIFEROUS SHRUB 18" HT CONT	SHRB	\$210.00	9	0	\$0.00	0	\$0.00
SAP 108-136-004	86	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$2,400.00	0.94	0	\$0.00	0.94	\$2,256.00
SAP 108-136-004	87	2573.501	EROSION CONTROL SUPERVISOR	LS	\$2,400.00	0.94	0	\$0.00	0.94	\$2,256.00
SAP 108-136-004	88	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$262.50	39	0	\$0.00	41	\$10,762.50
SAP 108-136-004	89	2573.503	SILT FENCE, TYPE HI	L F	\$3.15	2085	0	\$0.00	2350	\$7,402.50
SAP 108-136-004	90	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$15.75	90	0	\$0.00	0	\$0.00

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 108-136-004	91	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	L F	\$5.25	90	0	\$0.00	0	\$0.00
SAP 108-136-004	92	2574.507	COMMON TOPSOIL BORROW (LV)	C Y	\$36.75	2925	0	\$0.00	3294	\$121,054.50
SAP 108-136-004	93	2575.501	TURF ESTABLISHMENT	LS	\$69,300.00	0.94	0	\$0.00	0.94	\$65,142.00
SAP 108-136-004	94	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$168.00	28	0	\$0.00	33.55	\$5,636.40
SAP 108-136-004	95	2575.604	MULCH MATERIAL TYPE SPECIAL	S Y	\$31.50	15	0	\$0.00	0	\$0.00
SAP 108-136-004	96	2575.607	LANDSCAPE ROCK	C Y	\$68.25	6	0	\$0.00	1	\$68.25
SAP 108-136-004	97	2582.503	4" BROKEN LINE MULTI COMP	L F	\$1.93	800	580	\$1,119.40	580	\$1,119.40
Base Bid Totals:								\$1,119.40		\$1,631,217.35

Project Category Totals

Project	Category	Amount This Request	Amount To Date
19-07	Mississippi Drive	\$0.00	\$93,798.85
SAP 108-136-004	Buffalo Hills Lane Reconstruction	\$1,119.40	\$1,537,418.50

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 108-136-004	CO	1	98	2557.503	WIRE FENCE DESIGN 48-9322	L F	\$29.54	400	0	\$0.00	400	\$11,816.00
SAP 108-136-004	CO	2	99	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$3,080.00	6	0	\$0.00	6	\$18,480.00
SAP 108-136-004	CO	2	100	2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$3,740.00	1	0	\$0.00	1	\$3,740.00
SAP 108-136-004	CO	3	101	-	Additional grading correction at storm outfall by Mississippi River.	LS	\$3,250.00	1	0	\$0.00	1	\$3,250.00
SAP 108-136-004	CO	3	102	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	S Y	\$1.50	4515	0	\$0.00	4515	\$6,772.50
SAP 108-136-004	CO	4	103	2021.501	MOBILIZATION	LS	\$4,500.00	1	1	\$4,500.00	1	\$4,500.00
SAP 108-136-004	CO	4	104	2501.502	12" RC PIPE APRON	EACH	\$1,450.00	1	1	\$1,450.00	1	\$1,450.00

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 108-136-004	CO	4	105	2503.503	12" RC PIPE SEWER DES 3006 CL III	L F	\$92.00	88	88	\$8,096.00	88	\$8,096.00
SAP 108-136-004	CO	4	106	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	\$1,500.00	1	1	\$1,500.00	1	\$1,500.00
SAP 108-136-004	CO	4	107	2511.507	RANDOM RIP RAP, CLASS III	L S	\$1,800.00	1	1	\$1,800.00	1	\$1,800.00
SAP 108-136-004	CO	4	108	2104.503	REMOVE AND REPLACE FENCE	LS	\$3,200.00	1	1	\$3,200.00	1	\$3,200.00
SAP 108-136-004	CO	4	109	-	EXCAVATION AND TOPSOIL	LS	\$10,924.00	1	1	\$10,924.00	1	\$10,924.00
SAP 108-136-004	CO	4	110	2575.501	TURF ESTABLISHMENT	LS	\$15,352.73	1	1	\$15,352.73	1	\$15,352.73
Contract Change Totals:										\$46,822.73		\$90,881.23

Contract Total	\$1,722,098.58
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Contract Change Totals

Number	Description	Amount This Request	Amount To Date
4	This change order is for additional grading correction on the south side of the constructed storm pond. In order to prevent issues with water running into a property on Ride Drive, an additional catch basin and run of pipe was installed and directed to flow into the storm pond constructed with the Buffalo Hills Reconstruction project. Additionally, a swale was built to aid in directed drainage towards the pond.	\$46,822.73	\$46,822.73
1	This change order is for the addition of 400' of 4' high chain link fence that was added along two parking lots adjacent to the Buffalo Hills Lane trail.	\$0.00	\$11,816.00
2	Change order for the reconstruction of 6 sanitary manholes and 1 storm manhole in order to bring them to the final grade of the new construction. With the dramatic changes in grade in some areas of the project, it was necessary to substantially adjust old manholes in order to bring them up (or down) to the new final grade.	\$0.00	\$22,220.00
3	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.	\$0.00	\$10,022.50

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

Bid Date:	3/23/2020
Location:	City of Brainerd, MN
S.P. No.:	

Notes:

MATERIALS				
Description	U/M	Quantity	Cost	Total
Neoprene Gland	LF	140.00	\$24.00	\$3,360.00
1520 Lube Adhesive	Gal	2.00	\$139.00	\$278.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Total Ea.	\$3,638.00
			Total	\$5,457.00

ITEM TOTALS				
Description	Cost pr day	Days	Total cost	
Labor	\$4,260.00	1.5	\$6,390.00	
Equipment	\$944.00	1.5	\$1,416.00	
Materials			\$5,457.00	
Other			\$2,120.00	
Sub -Total			\$15,383.00	
Markup %		20	\$3,076.60	
Total			\$18,459.60	
Unit Cost			\$131.85	



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

Brainerd Public Utilities

Request for Street Lighting Form

Date requested: 9/23/2020
Requested By: Greg Roberts
Address: 2014 Crestview Lane 218-879-6034

Location of street lights: by my driveway on Crestview
at my address

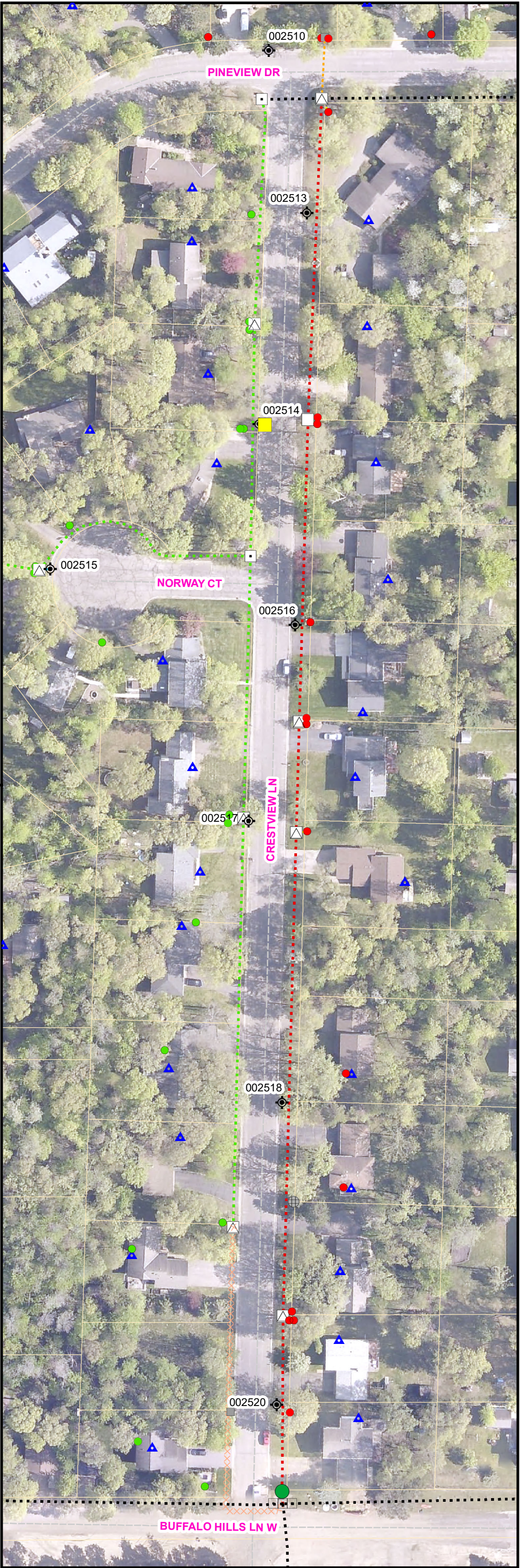
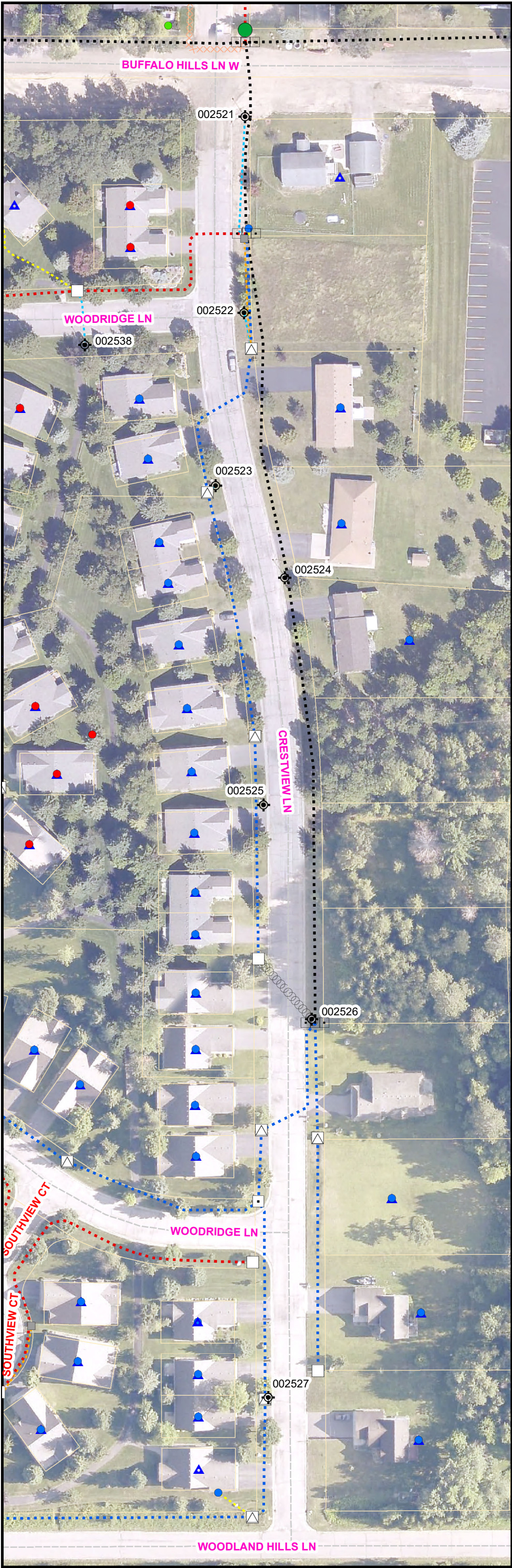
Attached street light plan or sketch Street light now off, requesting turned on
have had police activity last couple weekends.

City of Brainerd
Approved /Date: _____

Brainerd Public Utilities
Approved /Date: _____

City Engineer

Superintendent



**BRainerd PUBLIC UTILITIES
ELECTRIC MAP**



This map is intended for reference purposes only and is not a legally recorded map nor survey. Brainerd Public Utilities shall not be liable for any damages or claims that arise due to accuracy, availability, use, or misuse of the information herein pursuant to MN Statutes 466.03 Subd 21.

Date: 9/23/2020



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

Kevtel Corporation

3648 Keen Ave
Mountville, PA 17554

Telecommunications Site Use & Annual Lease Agreement

Site Name: Oak Ridge

Address: 11462 Oak Ridge Road

City: Brainerd, Minnesota, 56401

- 1) **Scope & Purpose of Agreement.** Kevtel Corporation (Kevtel Corp.), a Nevada Corporation, agrees to provide to City of Brainerd and Crow Wing County Transit, a local government entity whose principal business office is located at 501 Laurel Street, Brainerd City Hall, (User) use of and reasonable access to the 11462 Oak Ridge Road, Brainerd, Minnesota, 56401 (“Telecommunications Site”) for the purpose of installing and operating the telecommunications Equipment described in schedule “A” attached, subject to the terms and conditions hereinafter set forth. Kevtel Corp. will supply space on the radio tower for radio antennas and coax feedlines (or other equipment/cabling) and floor/wall space and electric power inside the building for related transmitting/receiving or any other communications or computer equipment. User hereby agrees to accept access to such facility for the purpose of installing and operating its Equipment subject to such terms and conditions.
- 2) **Installation.** User shall, in advance of installation of such Equipment, provide all technical data necessary for the Kevtel Corp. to evaluate all antennas, coax feedlines and other equipment for compatibility with other equipment currently located at and planned for the Telecommunications Site. Only after written approval of the technical data shall installation be started.
- 3) **Use Charge.** User shall pay to Kevtel Corp. an annual Use Charge prior to January 1 of each calendar year where this Agreement is in effect. The first annual Use Charge shall be \$4,800.00 for the first year of this Agreement, beginning the first full month after Kevtel Corp. provides to the User the space and facilities agreed upon. This Use Charge shall increase by 2% each year thereafter. For example, in the second year of this Agreement, the Use Charge shall be \$4,896. In the event of any federal, state, or local sales or use tax is determined to apply to the annual Use Charge or any electric power charge, the User shall be responsible for payment of such tax to Kevtel Corp. as billed.
- 4) **Term and Renewal.** The initial term of this Agreement shall be for a period of three (3) years beginning on **January 1, 2021**. User shall have the option to extend this Agreement for any number of consecutive three (3) year terms by providing written notice to Kevtel Corp at any time prior to the Agreement’s termination or by continuing to pay the agreed upon Use Charge, subject to 2% annual increase, as stipulated in this Agreement. Continuation of payments by User after the termination of any three-year term will constitute renewal by User regardless of User’s intentions. Kevtel Corp. retains the right to renegotiate the annual Use Charge increases with User at the end of each term.

Kevtel Corporation

3648 Keen Ave
Mountville, PA 17554

- 5) **Termination Method and Removal of Equipment.** User must inform Kevtel Corp. of intent to terminate this Agreement by written notice no later than 90 days prior to the termination of the initial term or any subsequent terms of this Agreement. After any cancellation of this Agreement, User shall be responsible for costs related to the removal of User's Equipment. If any equipment or other property of any kind remains on the Telecommunications Site premises 180 days after termination of this Agreement, that equipment or other property will be considered abandoned and then becomes property of the Kevtel Corp.
- 6) **Equipment Approval, Siting, Repairs, and Interference.** Kevtel Corp. shall have the sole right initially and during the term of this Agreement to: a) determine the location of the User's Equipment, b) approve the size, type, and quality of the Equipment (including any and all electrical connections therefor) and any repairs and replacements thereto, c) require the User to take whatever action is necessary to eliminate objectionable interference by User's Equipment with equipment of any other user located at the Telecommunications Site. All transmitters must be equipped with any transmitter isolation device necessary to eliminate spurious radiation.
- 7) **Site Access.** Kevtel Corp. represents to the User that Kevtel Corp. has full power and authority to enter into this agreement and to perform all its undertakings hereunder. Kevtel Corp. agrees that during the term of this Agreement it will provide to User at no cost continuous reasonable access to User's Equipment for the purpose of maintenance and repairs thereto.
- 8) **FCC Licensing and Other Government Regulations.** User shall furnish to Kevtel Corp., during the term of this agreement, satisfactory evidence that User has full power and authority from the Federal Communication Commission (or any other federal agency having jurisdiction over the installation and operation of Users Equipment) to install and operate its Equipment at this site. User represents to Kevtel Corp that: a) User has full power and authority to enter into this agreement in accordance with its terms and b) User's Equipment will comply during the term of this agreement with all applicable state and local fire and electrical codes.
- 9) **Default by User.** If the User shall default in the payment of any monthly use charge due Kevtel Corp. hereunder or in the performance of any other of the terms or conditions contained herein, and such default is not cured within a thirty (30) day period after written notice is served upon User thereof, Kevtel Corp. may, at its option, without further notice to or demand of User, in addition to all other rights and remedies provide at law or in equity, terminate this Agreement and all rights, benefits and licenses granted or created hereunder. Kevtel Corp. shall be entitled to disconnect the Users Equipment from the Facility and recover forthwith as damages the cost of removal of Users Equipment from the site, plus the value of the monthly use charge provided to be paid hereunder to Kevtel Corp. for the balance of the stated term of this Agreement, plus any other damages suffered by Kevtel Corp. as a result of such default. To satisfy any unpaid balance, Kevtel Corp. may dispose of

Kevtel Corporation

3648 Keen Ave
Mountville, PA 17554

Users Equipment and remit to User any proceeds from the Equipment sale above the amount of contractual balance owed to Kevtel Corp.

- 10) **Default by Kevtel Corp.** In the event of default by Kevtel Corp. of any of the terms and conditions contained herein, which is not cured within a thirty (30) day period after written notice is served upon Kevtel Corp., user may, at its option, without further notice to or demand from Kevtel Corp. in addition to all other rights and remedies provided at law or in equity, terminate this Agreement.
- 11) **Power at the Telecommunications Site.** Kevtel Corp. does not guarantee that AC power will be available 100% of the time, but Kevtel Corp. will reasonably strive to work with the applicable power provider to insure the continuous availability of 120/240 volt single phase AC power at this site. Most equipment at this site may be also powered by a standby power generator, if available, owned and operated by Kevtel Corp. All Users are advised to install their own UPS to insure operation of their equipment during the approx. 2 1/2 minute time period that it takes to get the standby power generator warmed up and supplying power after a utility power failure even if connected to the site generator and/or UPS.
- (User will be ☐ will not be ☒ connected to the site standby power generator)
- 12) **Attorney's Fees.** User shall pay all Kevtel Corp. reasonable costs, charges and expenses, including the fees of counsel, agents, and others retained by Kevtel Corp. incurred in enforcing User's obligations hereunder in any litigation or transaction in which User causes Kevtel Corp., without Kevtel Corporation's fault, to become involved.
- 13) **Force Majeure.** Kevtel Corp. shall not be liable to User for User's failure to complete installation of its Equipment or the failure of User to operate its Equipment resulting from any cause beyond the reasonable control of Kevtel Corp., including for example, without limitation thereby, electrical power failures, acts of God, casualties (including fires, civil disorders or labor problems) and in no event shall either party be liable to the other for special, indirect or consequential damages.
- 14) **Destruction of Telecommunications Site by Fire.** If this site become untenable by fire or other casualty and the Equipment becomes inoperable as a result thereof, Kevtel Corp. may elect: a) to terminate this Agreement upon thirty (30) days notice to User or b) to have repaired or restored or rehabilitated the site at no expense to User with one hundred twenty (120) days after possession of the damaged premises can be obtained and reconstruction or repairs undertaken, in which latter event this Agreement shall be terminate but the monthly use charge shall be abated on a per diem basis while the Site is untenable. If the election to repair, restore or rehabilitate the Site is made and such work is not substantially completed with the 120 day period, either party can terminate this Agreement as of the date of the fire or other casualty by notice to the other party not later than one hundred thirty (130) days after possession of the injured premises can be obtained and reconstruction or repairs are undertaken. In the event of termination of this Agreement, the final monthly use charge shall be apportioned on a per diem basis and paid to the date of the fire or other casualty.

Kevtel Corporation

3648 Keen Ave
Mountville, PA 17554

- 15) **Notice Must Be in Writing.** All notices required hereunder to be served on a party shall be in writing. They shall be deemed served for the purposes hereof either by personal delivery to a representative of the party authorized in writing to receive notices or by mailing, either by certified or registered mail, postage prepaid, to the party's the address set forth at the beginning of this agreement. The date of such mailing shall be the date on which notice is deemed served, or to such other address of which either party is notified by the other pursuant hereto.
- 16) **Insurance.** User shall complete the attached "Hold Harmless Agreement" and supply evidence of liability insurance coverage, to Kevtel Corp. for any and all Equipment and equipment installation activities at this site. The insurance shall list Kevtel Corp. as an "additional insured" and be at least for a sum of \$ 1,000,000 per person and \$ 2,000,000 per event. This insurance shall remain in effect for the entire term of this Agreement.
- 17) **Assignment.** This Agreement, including any and all rights granted hereunder, may not be assigned, pledged or otherwise disposed of by User, directly or indirectly, without advance written approval of Kevtel Corp. Kevtel Corp. may assign this agreement to any person or entity that purchases Telecommunications Site.
- 18) **Telecommunications Site Condition "As Is."** User accepts the premises (including the access road) in their present condition and Kevtel Corp. shall not be required to make any repairs, alterations or improvements of any kind. User shall keep the premises and the facilities of Kevtel Corp. in good order and repair and Kevtel Corp. shall not be liable for any damages suffered by the User or any other person arising out of the condition of such premises.
- 19) **Radiofrequency Safety.** Kevtel Corp. has implemented an RF Safety Program to comply with 47 CFR § 1.1.1307 (b) RF emission standards with all revisions to date. Kevtel Corp. has determined under FCC guidelines that this site is classified as a non-building site and all antenna systems installed at this site are well above the minimum height above ground level to the nearest antenna. Therefore, the only individuals that may be impacted on this site are tower workers installing antennas in the vicinity of multiple antennas on the tower. A copy of the components of the RF safety policy for this site are posted, on the bulletin board, at the Telecommunications Site. Kevtel Corp. advises User to inform technical staff, management and any others who have a need to know about these matters. Kevtel Corp. has posted signs around the site reminding personnel of these standards.
- 20) **Tower Climbing.** The radio tower, at the site, shall only be climbed by bonded and insured persons who are qualified for tower work and have the correct safety equipment to ascent and descend the tower. A second climber or a ground observer must be present at the site before and during the time when any tower work is to be done. Tower safety rules are posted at the site.

Kevtel Corporation

3648 Keen Ave
Mountville, PA 17554

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth below (which will be considered the anniversary date of this lease).

Dated _____, 20 ____

Kevtel Corporation

By _____
Its Principal

User
City of Brainerd and Crow Wing County Transit

By _____
Its _____

Kevtel Corporation

3648 Keen Ave
Mountville, PA 17554

HOLD HARMLESS AGREEMENT FOR USE OF CONTACT WIRELESS LLC PROPERTY

Lessee Name: **City of Brainerd & Crow Wing County Public Transit**

Lessee hereby agrees to defend, indemnify and hold harmless Kevtel Corp., its officers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission by the Lessee, its subcontractors, agents or assigns, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in connection with their activities on the subject Kevtel Corp. property.

Lessee hereby agrees, at its expense, to purchase a general liability policy or other insurance as needed in connection with the stated use of Kevtel Corp. property. Proof of this insurance shall be provided to the Lessor.

Lessee shall not allow any liens to be placed against the subject Kevtel Corp. property.

Lessee agrees to protect all existing ground, buildings and structures and will restore all disturbed areas to original or better condition. The above-named Lessee shall not use, employ, store, dispose of, or otherwise release any hazardous substance, pollutant or contaminant on the subject property. Any and all materials used in the installation or operation at the Kevtel Corp. property shall be removed from the property and properly disposed of by the above named Lessee.

[This space is left intentionally blank]

Hold Harmless Page 1 of 2 (continues on next page, Page 7 of the Agreement).

Kevtel Corporation

3648 Keen Ave
Mountville, PA 17554

SIGNATURE: _____

Officer of Lessee

LESSEE NAME City of Brainerd and Crow Wing County Transit

TYPED NAME/TITLE : _____

ADDRESS: City Hall, 501 Laurel Street

Brainerd, Minnesota, 56401

PHONE NUMBER: _____ DATE SIGNED: _____

(This agreement must be signed by an officer of the applicant organization.)

Kevtel Corporation property identified in this agreement include: Radio tower and or building space and access to tower, building, access road and grounds, at the site described in this lease.

[This space is left intentionally blank]

Kevtel Corporation

3648 Keen Ave
Mountville, PA 17554

Schedule A – To this Agreement

Description of User's Equipment

Please fill in all applicable information:

- 1) FCC class of station _____
 ☐ Part 90 ☐ Part 94 ☐ Part 22 ☐ Other _____
- 2) Make and model of radio equipment _____
- 3) Transmitter RF power out _____ watts
- 4) Receive only station ☐ Yes
- 5) Frequency (Mhz) Transmitter 1 _____ Receiver _____
 Transmitter 2 _____ Receiver _____
 Transmitter 3 _____ Receiver _____
 Transmitter 4 _____ Receiver _____
- 6) Mode of operation ☐ Analog ☐ Digital ☐ Other _____
- 7) CTCSS tone frequency (if used) Xmt _____ Hz Rec _____ Hz
- 8) Make and model of Duplexer _____
- 9) Make and model of Transmitter Isolator _____
- 10) Make and model of Antenna(s) _____
- 11) Antenna Gain _____ dB
- 12) Antenna polarization ☐ Vertical ☐ Horizontal ☐ Other _____
- 13) Direction of Antenna Radiation _____
- 14) Where do you plan for this antenna to be mounted _____
- 15) Are additional antenna mounts/towers or support pipes needed ? ☐ Yes ☐ No
- 16) Method of control of this station _____
- 17) Average number of transmissions per hour _____
- 18) Average length of transmissions in seconds _____
- 19) Amount of floor or wall space needed _____
- 20) Additional remarks _____

Schedule A – Page 1 of 2 (Schedule A continues on Page 9 of the Agreement).

Kevtel Corporation

3648 Keen Ave
Mountville, PA 17554

21) Make and model and number of computers to be used at site _____

22) Additional computer components needed (switches, routers, etc) _____

23) Make and model of WiFi or WiMax equipment to be used at site _____

24) Radio frequency (or channel) of WiFi or WiMax equipment -----

The undersigned, on behalf of Kevtel Corporation, hereby indicates that the Equipment described above is initially ☐ Acceptable ☐ un-acceptable

Dated _____ By _____

*Any frequency compatibility analysis made will only be valid for sixty (60) days after the above date without a signed extension agreement.

[This space is left intentionally blank]



RECEIVED

SEP 24 2020

City of Brainerd
Commission/Committee/Board Application Form

CITY OF BRAINERD
ADMINISTRATION

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for PARKING COMMISSION

Date: 9-23-20

This application is public data pursuant to M.S. 13.43

PLEASE NOTE: Completion and submission of this form grants the City authority to conduct a background check including a complete criminal history and driver's license check.

*Name: Last YEAGER First KEVIN M.I. A

PLEASE NOTE: Please see the individual committee requirements to serve on a City Committee or Board.

Why do you want to be on the Commission/Committee/Board you are applying for?

I DETEST PARKING LOTS A MOST "TYPICAL" LOT
DESIGNS & BUILDING METHODOLOGY. I WANT TO BE ON
A TEAM THAT ASKS "WHY" REGARDING PARKING-

What skills, strengths, or abilities do you believe you will add to the organization?

BACKGROUND IN DESIGN / CONSTRUCTION
& A INTEREST IN THE APPEAL OF OUR FAIR CITY

* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? YES

* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed: NONE.

Please list any additional comments:

I AM HAPPY THAT THIS COMMISSION
ACTUALLY EXISTS, I HOPE TO PARTICIPATE

[Signature]
(Signature)

9-23-20
(Date)

*Required Information

Submit completed application forms via one of the following options:

Email: sbestul@ci.brainerd.mn.us fax: 218-828-2316

Mail: City of Brainerd, 501 Laurel Street, Brainerd MN 56401



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

**MODIFICATION NO. 1 TO
AMENDED AND RESTATED DEVELOPMENT PROGRAM
DEVELOPMENT DISTRICT NO. 2
ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BRAINERD**

Draft: September 25, 2020
Approved: _____

This Instrument Drafted by:

KENNEDY & GRAVEN, CHARTERED
150 South 5th Street, Suite 700
Minneapolis, Minnesota 55402
Telephone: (612) 337-9300

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Appendix A Map of Development District

SECTION I. AMENDED AND RESTATED DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 2

Section 1.1. Definitions. For the purposes of the Development District Program, the following terms shall have the meanings specified below, unless the context otherwise requires:

“Authority” means the Economic Development Authority for the City of Brainerd, an economic development authority created by the City by Resolution No. 26:87 on July 26, 1987.

“Board” means the Board of Commissioners of the Authority.

“City” means the City of Brainerd, a municipal corporation under the laws of the State of Minnesota.

“Comprehensive Plan” means the City’s Comprehensive Plan, including the objectives, policies, standards and programs to guide public and private land use, development, redevelopment and preservation for all lands and water within the City.

“City Council” or “Council” means the Brainerd City Council;

“City Development District Act” or “Act” means Minnesota Statutes, Sections 469.124 through 469.134, as amended.

“County” means Crow Wing County, Minnesota.

“Development District” means Development District No. 2 which was initially established by the Council on July 15, 1985, pursuant to and in accordance with the City Development District Act, and as it has been or may be modified, and the control and operation of which has been transferred to the Authority by City Resolution on October 5, 2020.

“Development District Program” or “Program” means the program for development of the District adopted by the City pursuant to the Development District Act.

“EDA Act” means Minnesota Statutes, Sections 469.090 through 469.1081, as amended.

“Project Area” or “Project” means the property within Development District No. 2, as described in the Development Program.

“State” means the State of Minnesota.

“Tax Increment Financing Act” or “TIF Act” means Minnesota Statutes, Sections 469.174 through 469.179, inclusive, as amended.

“Tax Increment Bonds” means any general obligation or revenue tax increment bonds or notes issued by the City to finance the public costs associated with Development District No. 2 as stated in the Program and in the Tax Increment Financing Plans for the Tax Increment Financing Districts within Development District No. 2, or any obligations issued to refund the Tax Increment Bonds.

“Tax Increment Financing District” or “TIF District” means any Tax Increment Financing District created and established pursuant to the TIF Act within Development District No. 2.

“Tax Increment Financing Plan” or “Plan” means the TIF Plan adopted by the Council for any TIF District within Development District No. 2.

Section 1.2. Statement and Finding of Public Purpose. The Council established the Development District on July 15, 1985 pursuant to the City Development District Act (then codified at Chapter 472A), in order to provide an impetus for commercial development, provide employment opportunities, increase the tax base and to improve the general economy of the State. Within the Development District, the Council established Tax Increment Financing District Nos. 2-1 and 88-1, both economic development districts, which have now expired.

The original Development District consisted generally of the Brainerd Industrial Park. By resolution approved November 20, 2000, the City expanded the boundaries of the Development District to include the second phase of the industrial park, and by resolution approved _____, 2001, the City expanded the boundaries of the Development District to include the third phase of the industrial park.

On October 5, 2020, the City transferred the control and administration of the Development District to the Authority. The Authority has determined, with the consent of the City, to expand the boundaries of the Development District to include the fourth phase of the industrial park. The expanded Development District will allow the Authority and City to facilitate continued development of that park, furthering the overall goals for increasing employment and tax base in the City.

The Authority finds that the welfare of the City as well as the State of Minnesota requires active promotion, attraction, encouragement and development of economically sound industry and commerce to carry out its stated public purpose objectives.

Section 1.3. Statutory Authority. The Authority determines that it is desirable and in the public interest to continue to administer a Development Program for the Development District in the City, pursuant to the provisions of the EDA Act and City Development District Act. Funding of the necessary activities and improvements in the Development District may but is not required to be accomplished in whole or in part through tax increment financing in accordance with the TIF Act.

Section 1.4. Statement of Objectives. The Council determines that the Development District will provide the City with the ability to achieve certain public purpose goals not otherwise obtainable in the foreseeable future without City intervention in the normal development process. The public purpose goals include: restore and improve the tax base and tax revenue generating capacity of the Development District; increase employment opportunities; realize comprehensive planning goals; revitalize the property within the Development District to create an attractive, comfortable, convenient, and efficient area for industrial, commercial, and related land uses.

The Authority and City seek to achieve the following Development District program objectives:

1. Promote and secure the prompt development of certain property in the Development District, which property is not now in productive use or in its highest and best use, in a manner consistent with the City's Comprehensive Plan and with the minimum adverse impact on the environment, and thereby promote and secure the development of other land in the City.

2. Promote and secure additional employment opportunities within the Development District and the City for residents of the City and the surrounding area, thereby improving living standards, reducing unemployment and the loss of skilled and unskilled labor and other human resources in the City.

3. Secure the increase of commercial/industrial property subject to taxation by the City, Independent School District No. 181, Crow Wing County, and other taxing jurisdictions in order to better enable such entities to pay for governmental services and programs required to be provided by them.

4. Provide for the financing and construction of public improvements in and adjacent to the Development District, necessary for the orderly and beneficial development of the Development District and adjacent areas of the City.

5. Promote the concentration of manufacturing, commercial, office, and other appropriate development in the Development District to maintain the area in a manner compatible with its accessibility and prominence in the City.

6. Encourage local business expansion, improvement, and development, whenever possible.

7. Create a desirable and unique character within the Development District through quality land use alternatives and design quality in new and remodeled buildings.

8. Encourage and provide maximum opportunity for private redevelopment of existing areas and structures that are compatible with the Development Program.

Section 1.5. Estimated Public Costs and Supportive Data. Estimated public costs within the Development District will be set forth in the TIF Plans for TIF Districts as they are established. In addition to any previously authorized public costs, the City may acquire additional parcels of land for development or redevelopment purposes, as described in Section 1.14 herein.

Section 1.6. Environmental Controls. The proposed development activities in the Development District do not present significant environmental concerns. All municipal actions, public improvements and private development shall be carried out in a manner consistent with existing environmental standards.

Section 1.7. Proposed Reuse of Property. The proposals for reuse of property within the Development District are described in the documents referenced in Section 1.5 herein.

Unless otherwise specified, the Development Program does not contemplate the sale of property until such time as a private developer presents an economically feasible program for the reuse of that property. Proposals, in order to be considered, must be within the framework of the above cited goals and objectives, and must clearly demonstrate feasibility as a public program. Prior to the sale of any property that involves tax increment or other City assistance, the City Council will require a binding contract, performance bond and/or other evidence or guarantees that a supporting tax increment or other funds will be available to repay the public cost associated with the proposed development. Appropriate restrictions regarding the reuse and redevelopment of property shall be incorporated into any land sale contract to which the City is a part.

Section 1.8. Public Improvements and Facilities to be Constructed Within Development District No. 2. The public improvements and facilities constructed within Development District No. 2 include: (a) off-site improvements, including streets, water, sanitary sewer and storm sewer; and (b) on-site utilities, soils correction, parking and landscaping. All public improvements are more particularly described in the documents referenced in Section 1.5 herein.

Section 1.9. Administration and Maintenance of the Development District. Maintenance and operation of the public improvements will be the responsibility of the Executive Director of the Authority who shall serve as Administrator of the Development District. The powers, duties and responsibilities of the Executive Director are spelled out in the Administrative Guide for the Administration of the Development Program for Development District No. 2. Each year the Executive Director will submit to the Authority and Council the maintenance and operation budget for the following year.

The Executive Director will administer the Development District pursuant to the provisions of Section 469.131 of the Act; provided, however, that such powers may only be exercised at the direction of the Authority. No action taken by the Executive Director pursuant to the above-mentioned powers shall be effective without authorization by the Authority.

Section 1.10. Rehabilitation. Owners of properties within the Development District will be encouraged to rehabilitate their property to conform with the applicable state and local codes and ordinances, as well as any design standards. Owners of the properties who purchase property within the Development District from the Authority may be required to rehabilitate their properties as a condition of sale of land. The Authority will provide such rehabilitation assistance as may be available from federal, state or local sources.

Section 1.11. Relocation. The Authority does not anticipate the need for relocation of existing persons or businesses within the Development District.

Section 1.12. Open Space to be Created. The Authority, in carrying out the objectives of the Development Program, will encourage the retention and beautification of open spaces where appropriate.

Section 1.13. Boundaries of the Development District. Development District No. 2 as expanded by this document consists of (1) the original Brainerd Industrial Park plat; (2) Thiesse Industrial Park Addition; (3) the Northwest Quarter of the Northwest Quarter and the west half of the Northeast Quarter of the Northwest Quarter, Section 6, Township 44 N, Range 30 W, Crow Wing County, Minnesota, except that part described as follows: The north 200 feet of the west 250 feet of the Northwest Quarter of the Northwest Quarter, Section 6; (4) Phase IV of the Industrial Park and described as Lots 1, 7, and 8, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lots 1-4, Block 4; and Lots 1-4, Block 5; all in Brainerd Industrial Park 1st Addition; and (5) the rights of way within and adjacent to the above plats.

A map of the approximate boundaries of the Development District as modified October 8, 2020 is attached as Appendix A hereto. Further information regarding the identification of the property included in Development District No. 2 can be obtained from the office of the Executive Director of the Authority.

Section 1.14. Parcels To Be Acquired or That May be Acquired In Whole or In Part Within the Development District.

The Authority will acquire the following described parcels from the City, and intends to convey these parcels to a private developer, Anderson Brothers Construction Company of Brainerd, LLC, for economic development purposes pursuant to a Purchase and Development Contract:

Phase IV of the Industrial Park and described as Lots 1, 7, and 8, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lots 1-4, Block 4; and Lots 1-4, Block 5; all in Brainerd Industrial Park 1st Addition, Crow Wing County, Minnesota

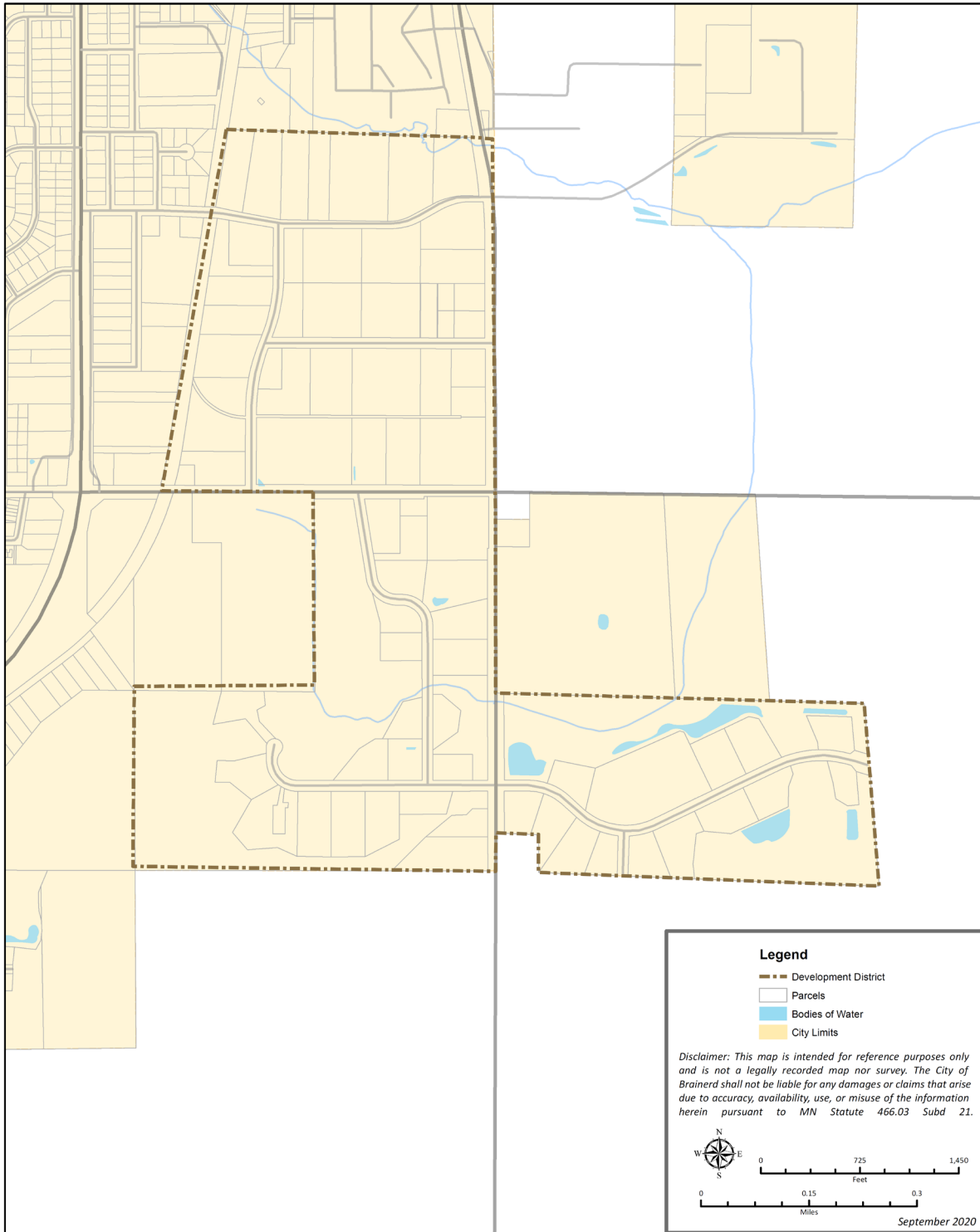
Section 1.15. Modification of the Development Program for Development District No. 2. The Development Program has been adopted and modified as follows:

July 15, 1985	Adopted
November 20, 2000	Expanded (A-Tek development)
May 21, 2001	Expanded (Lexington Manufacturing)
October 8, 2020	Expanded (Anderson Brothers Construction)

The Development Program as modified herein is intended to summarize and restate all prior Program modifications. Nothing in this modification is intended to alter or restrict any activity previously authorized in the Program, and all prior documents representing the Program are incorporated herein by reference.

APPENDIX A

MAP OF DEVELOPMENT DISTRICT



**CITY OF BRAINERD, MINNESOTA
RESOLUTION No.**

**RESOLUTION TRANSFERRING DEVELOPMENT DISTRICT TO ECONOMIC
DEVELOPMENT AUTHORITY OF THE CITY OF BRAINERD**

WHEREAS, the City Council previously adopted Resolution No. 26:87 on July 26, 1987 (the “Enabling Ordinance”), providing for the creation of the Economic Development Authority of the City of Brainerd (the “EDA”) pursuant to Minnesota Statutes, Chapter 458C, the predecessor statute to Minnesota Statutes, Chapter 469 (the “Act”); and

WHEREAS, pursuant to Section 469.094 of the Act, the City is authorized to transfer the control, authority and operation of any existing development district or project to the EDA; and

WHEREAS, the City previously established its Development District No. 2 comprising the City’s industrial park (the “Development District”), and now desires to transfer the control and administration of the Development District to the EDA.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Pursuant to Section 469.094, Subdivision 2 of the Act, the City Council hereby transfers the control, authority and operation of the Development District to the EDA.

2. The transfer described herein is conditioned upon acceptance by the EDA of such transfer and a covenant and pledge by the EDA that the EDA is obligated to perform all agreements, pledges, covenants and undertakings heretofore entered into by the City with respect to the Development District.

3. The City Administrator is authorized and directed to transmit a certified copy of this Resolution to the Executive Director of the EDA and to other governmental officers as appropriate.

4. The Mayor, City Administrator and all other officers and employees of the City are authorized and directed to take whatever action and to execute and deliver such documents that are necessary to give effect to this Resolution.

Approved this ____ day of October, 2020

Adopted this ____ day of October, 2020

GABE JOHNSON
President of the Council

ATTEST: _____
JENNIFER BERGMAN
City Administrator

DAVE BADEAUX
Mayor



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

RESOLUTION NO. ____

CITY OF BRAINERD

**RESOLUTION APPROVING BUSINESS SUBSIDY
IN CONNECTION WITH CONVEYANCE OF PROPERTY TO ANDERSON BROTHERS
CONSTRUCTION COMPANY OF BRAINERD, LLC**

BE IT RESOLVED by the City Council of the City of Brainerd, Minnesota (the “City”) as follows:

Section 1. Background.

1.01. The Economic Development Authority of the City of Brainerd (“Authority”) is a grantor as defined in Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), and is authorized to grant financial assistance to private development, including the conveyance of real property at less than fair market value.

1.02. The Authority and Anderson Brothers Construction Company of Brainerd, LLC (the “Developer”) desire to enter into a purchase and development agreement (the “Agreement”) in substantially the form presented to the City, in connection with the sale of certain property in the City’s industrial park (the “Property”) by the Authority to the Developer at a cost below fair market value, and the development by Developer of an office building and maintenance facility for its construction business in the City (the “Project”).

1.03. The assistance provided to the Developer through the write-down in the purchase price of the Property exceeds \$150,000, and therefore qualifies as a business subsidy (the “Subsidy”) under the Business Subsidy Act. On October 8, 2020, the Authority will hold a duly noticed public hearing pursuant to the Business Subsidy Act and will consider whether to approve the Agreement, which Agreement includes a business subsidy agreement (the “Business Subsidy Agreement”) memorializing the Subsidy.

1.04. Pursuant to Section 116J.994, subd. 3(d) of the Business Subsidy Act, if the grantor of a subsidy is not the local elected governing body, the Subsidy must also be approved by such governing body.

Section 2. Subsidy Approved.

2.01. The City approves the Subsidy granted by the Authority to the Developer as provided pursuant to the Business Subsidy Agreement within the Agreement, in substantially the form presented to the City, subject to final approval of such Subsidy by the Authority following its public hearing.

Section 3. Further Acts.

3.01. City staff and officials are authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this resolution.

Adopted this ____ day of October, 2020.

Approved this ____ day of October, 2020.

ATTEST:

JENNIFER BERGMAN
City Administrator

GABE JOHNSON
President of the Council

DAVE BADEAUX
Mayor



Brainerd City Council Agenda Request

Requested Meeting Date:

Title of Item:

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

**ORDINANCE
NO. 1511**

**AN ORDINANCE AMENDING BRAINERD ZONING ORDINANCE
SECTION 515-62: B-3, CENTRAL BUSINESS DISTRICT**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 515-62-5. –Shall be amended by adding the following:

A. Commercial greenhouses supporting the operations of a restaurant or floral shop provided that:

- 1. Structure framing shall be treated wood, aluminum, or steel and shall be covered by materials as regulated by Section 17 of this ordinance.**
- 2. Structure shall not exceed fifteen (15) feet in height.**
- 3. Structure may be located on a separate lot from the restaurant or floral shop it supports provided that:**
 - a. The lot is within one-hundred fifty (150) feet of the business.**
 - b. The structure shall meet the non-residential setback requirements of the B-2 District as regulated by Section 61 of this ordinance.**
- 4. No outdoor storage.**
- 5. Indoor storage shall be limited material incidental to the operation of a greenhouse.**
- 6. Should the restaurant or floral shop it supports cease operations, the greenhouse must be removed within 60 days.**
- 7. Sales shall only occur at the principal place of business that is supported by the greenhouse.**

SECTION TWO: All other provisions of Sections 515-62 shall remain in full force and effect.

SECTION THREE: This ordinance shall take effect and be in full force one week from and after its publication.

Adopted this _____ day of _____, 2020

GABE JOHNSON
President of the Council

Approved this _____ day of _____, 2020

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator

Published: One Time – _____

MEMO



TO: Mayor and City Council

FROM: City Administrator, Jennifer Bergman

DATE: October 5, 2020

RE: City Administrator Report/Update

Charter Commission Meeting

The Charter Commission held a meeting on September 29th. The new members took their Oath of Office and elected officers. The Chair is Jeff Czczok, Vice Chair Kevin Yeager and the Secretary Chuck Marohn. The Commission discussed the review of the Charter and suggested that the first step should be to have the City Attorney provide the Commission with a red-lined version of all of the language that conflicts with State Statute. This red-lined version would be reviewed and discussed at the next Charter Commission meeting.

DDBC

I attended the Destination Downtown Brainerd Coalition (DDBC) on October 1st. They discussed next steps for Babe the Blue Ox. The Crossing Arts Alliance (TCAA) will be doing a call for artist to paint the Ox. The City Attorney is drafting a contract between the artist and the City. TCAA will be assembling a jury to judge the submissions and has asked if a City Council member would be willing to serve on the jury.

Wastewater Plant Tour

On September 25th, I had the opportunity to take a three-hour tour of the Wastewater Treatment Plant with Charlie Gammon. It was fascinating and eye-opening to see the process of treating our water. Charlie offered to give this tour to Council members if interested. I would strongly recommend it.