

CITY COUNCIL AGENDA

Brainerd, Minnesota

November 16, 2020

7:30 P.M.

City Hall Council Chambers

WebEx Teleconference Meeting - Call In Information

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

Access Code: 146 403 2858

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

2. **Roll Call**

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

___ J. Lambert ___ K. Stunek ___ 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 November 2, 2020
2. Special Meeting Held on November 12, 2020

Documents:

[20201102_CC draft.pdf](#)

[20201112__CC_Special - Canvass General Election.pdf](#)

B. **Approval Of Licenses**

Contractor Licenses - 4

Documents:

[Contractor License Report 2020-11-12.pdf](#)

C. **Department Activity Reports**

1. Police Chief
2. Finance Director

Documents:

[Police Chief Report.pdf](#)

[111320 - 111620 COUNCIL AP REGISTER.pdf](#)

- D. **Minnesota Lawful Gambling Premises Permit Application - Adopt Resolution To Allow Lawful Gambling By The Nisswa Lions At Notch 8, 1511 Northern Pacific Center Rd., Brainerd - Approval Of**

6. **Presentations**

A. **The Center Annual Presentation**

Documents:

The Center.pdf

7. **Council Committee Reports**

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

WebEx Teleconference Information

- Call Toll-Free: 844-992-4726
- Access Code: 146 922 4447

Documents:

20201116_PF.pdf

1. Approval Of Bills
2. 2020 Audit Engagement Letter

Documents:

2020 Engagement Letter.pdf

3. Authorization To Sell Chevy Impala

Documents:

Authorization to Sell Impala.pdf

4. Deferment Of Assessments

Documents:

Deferment of Assessments.pdf

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

WebEx Teleconference Information

- Call Toll-Free: 844-992-4726
- Access Code: 146 940 9729

Documents:

20201116_SPW.pdf

1. Improvements 13-21, 19-09, 19-16, 19-20, And 19-21 - NE Brainerd Reconstruction Project - Final Pay Estimate

Documents:

NE Brainerd Recon Final Pay Estimate.pdf

2. Improvements 17-06 And 17-07 - H Street And 10th Avenue NE Reconstruction Project - Final Pay Estimate

Documents:

H and 10th Final Pay Estimate.pdf

3. Proposal For Professional Services - 2022 Highway 25 Trail Construction

Documents:

TH 25 Trail Professional Services Proposal.pdf

4. (Added Item) COVID Emergency Service Level Agreement With Anderson Brothers Construction LLC

Documents:

Service agreement 11.16.20.pdf

5. (Added Item) MS4 Stormwater Program Update

Documents:

201406_Brainerd Stormwater Program Updates.pdf

8. Unfinished Business

- A. **Final Reading - Proposed Ordinance 1512 - An Ordinance Amending Section 600 Of The Brainerd City Code Pertaining To Public Health And Garbage Disposal - City Administrator Bergman Recommends To Dispense With The Actual Reading**
 - a. Hold Public Hearing
 - b. Consider Testimony and Alternatives
 - c. Hold Final Reading/Dispense with Reading (Voice Vote)
 - d. Adopt Ordinance (Roll Call)

Documents:

PH and Final Read ORD 1512.pdf

B. Order Of Agenda

Documents:

Order of Agenda.pdf

C. Committee Recommendations - Recommended By Mayor Badeaux

- Janet Decker - HRA Board Resident Appointment
- Michael Duval - HRA Board

Documents:

Decker, Janet HRA.pdf
Duval, Michael HRA.pdf

D. 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) - *pending appointment*

Other - Applicants Needed

Water Tower Committee

Parking Commission

9. New Business

A. City Hall Annex Heating Repairs

Documents:

Annex Heating Repairs.pdf

B. Clarification Of Term Limits For Committees

Documents:

Term Limits.pdf

10. Public Forum

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

11. Staff Reports

(Verbal: Any Updates since Packet)

A. City Administrator Report

Documents:

[CA Report.pdf](#)

12. Mayor's Report
13. Council Member Reports
14. Adjourn To Closed Session Pursuant To MN Statutes 13D.03 To Discuss Labor Negotiation Strategy
15. Adjourn To Closed Session Pursuant To MN Statutes 13D.05, Subd. 3 (A), To Conduct City Administrator Performance Review
16. Adjourn To Budget Workshop, Monday November 30, 2020 At 6:00 P.M.

**Personnel & Finance Committee will meet at 7:00 PM
City Hall 2nd Floor Conference Room and WebEx Teleconference**

WebEx Teleconference Call In Info:

Call Toll-Free: 844-992-4726

Access Code: 146 922 4447

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

WebEx Teleconference Call In Info:

Call Toll-Free: 844-992-4726

Access Code: 146 940 9729

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
November 2, 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: Pritschet, Bevans, W. Erickson, T. Erickson, Lambert, Stunek, and Johnson. Mayor Badeaux was also noted as present.

Due to Aldermen 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 APPROVE THE AGENDA.

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

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK TO APPROVE THE CONSENT CALENDAR.

A. Approval of the Minutes of the Regular Meeting held on October 19, 2020 - Approved

B. Approval of Licenses - Approved

Contractor Licenses - 4

C. Department Activity Reports - Approved

1. Fire Chief
2. Parks Director

D. MBFTE Grant Application for Hazardous Materials Training - Approved

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

Council Committee Reports

Safety & Public Works Committee Report

Improvement 20-01 – 2020 Seal Coat – Final Pay Application - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND W. ERICKSON TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE FINAL PAY APPLICATION TO ASPHALT SURFACE TECHNOLOGIES CORPORATION IN THE TOTAL AMOUNT OF \$149,522, SUBJECT TO APPROVAL OF BILLS AND PAYMENTS TO CONTRACTORS ON THE PERSONNEL AND FINANCE COMMITTEE AGENDA.

November 2, 2020 - **DRAFT**

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

Public Transit Capital Asset Management Plan - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND W. ERICKSON TO ACCEPT STAFF'S RECOMMENDATION AND APPROVE THE PUBLIC TRANSIT CAPITAL ASSET MANAGEMENT PLAN AS PRESENTED.

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

Public Transit Vehicle Maintenance Policies and Procedures Plan - Approved

MOVED AND SECONDED BY ALDERMEN BEVANS AND LAMBERT TO APPROVE THE REVISED PUBLIC TRANSIT VEHICLE MAINTENANCE POLICY AND PROCEDURES PLAN AS PRESENTED.

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

Personnel and Finance Committee Report

Approval of Bills and Payments to Contractors - Approved

<u>Contractor</u>	<u>IMP#</u>	<u>Project</u>	<u>Amount Paid</u>	<u>Contract Amount</u>
Asphalt Surface Tech	20-01	2020 Seal Coat	\$149,522	\$147,576

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

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

Police Officer Hiring Ratification - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND T. ERICKSON TO AFFIRM THE HIRING OF POLICE OFFICER ANDREW MIDDLETON STARTING AT LELS 2020 STEP-1 RATE OF \$27.43/HOUR WITH A STARTING DATE OF OCTOBER 26, 2020.

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

Resignation of Firefighter Gawboy – Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK TO ACCEPT WITH REGRET THE RESIGNATION OF FIREFIGHTER GAWBOY EFFECTIVE OCTOBER 31, 2020.

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

Acknowledge Hiring Jesse Sanders as Park Maintenance Employee - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND T. ERICKSON TO ACKNOWLEDGE THE HIRING OF JESSE SANDERS AS A PARK MAINTENANCE EMPLOYEE AT THE STEP-2 RATE OF \$20.47/HOUR EFFECTIVE OCTOBER 26, 2020.

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

Deferment of Assessments - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND BEVANS TO APPROVE THE APPLICATIONS FOR DEFERMENT OF ASSESSMENTS PAYABLE IN 2021 FOR THE APPLICANTS AT PROPERTIES 41191220, 41300682, 41191702, AND 41191721.

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

2021 Dental Insurance - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND T. ERICKSON TO ACCEPT STAFF’S RECOMMENDATION AND APPROVE THE 2021 DENTAL INSURANCE PROPOSAL SUBMITTED BY DELTA DENTAL WITH A 3% RATE REDUCTION.

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

Extend Retirement Date of Police Chief McQuiston - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK TO APPROVE DELAYING POLICE CHIEF MCQUISTON’S RETIREMENT DATE FROM NOVEMBER 28, 2020 TO JANUARY 16, 2021.

HR Director Schubert indicated there will be a meeting held on Thursday, December 10th to interview candidates for the Police Chief position.

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

2021 Budget and Levy – Set Workshop - Approved

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND STUNEK TO ACCEPT STAFF’S RECOMMENDATION AND HOLD A BUDGET WORKSHOP ON MONDAY, NOVEMBER 30, 2020 AT 6:00 P.M.

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

Unfinished Business

Adjourned Public Hearing and Resolution – Proposed Assessments – 2020 Nuisance Abatement – Adopted by Resolution No. 52:20

Community Development Director Chanski explained the details of the proposed nuisance assessments and stated staff has reached out to the property owners to reach acceptable solutions. He stated four of the five property owners did work with staff to resolve the issues, but the property owner of PID 41241036 did not respond to the multiple attempts to contact him.

The Chair opened the public hearing at 7:50 p.m.

No one came forward.

The Chair closed the public hearing at 7:50 p.m.

MOVED AND SECONDED BY ALDERMEN PRITSCHET AND LAMBERT TO ADOPT A RESOLUTION TO ADOPT THE NUISANCE ASSESSMENT FOR PID 41241036, AND WAIVE THE ASSESSMENTS FOR PID'S 41360945, 41241410, 41360919, AND 41360827 AS RECOMMENDED BY STAFF.

Council Member Bevans indicated he is not going to support this resolution, as he believes the property owners of 41360919 and 41360827 should have made an effort to contact City Hall when they received the initial letter notifying them of the issue prior to the assessment hearing.

RESOLUTION NO. 52:20

Upon roll call, members Pritschet, W. Erickson, T. Erickson, Lambert, Stunek, and Johnson voted "aye". Member Bevans voted "nay". The Chair declared the motion carried.

Update on Children's Museum – No Action Taken

City Administrator Bergman stated the Children's Museum Task Force met on October 15th to discuss the placement of the museum in Lum Park. She indicated WSN provided four options in which the group would like to see a plan with a combination of option A and C. She explained the Park Board stated they would not support any design plan with the museum being built in a place other than near the existing buildings. She said they decided there will be no further task force meetings until the museum returns with an acceptable plan. She explained the City's response to the RFP had offered the use of existing park administration buildings.

The Chair recognized Mr. Kevin Yeager, who is a task force member that serves to represent the Park Board. Mr. Yeager spoke regarding the desire to maintain the integrity of the park to keep the museum near the location of the existing buildings and parking lot. He said that was clearly stated from the beginning of the task force meetings with the museum leadership.

Council discussion took place.

City Administrator Bergman stated the recommended motion was from the Park Board to authorize staff to draft correspondence to support the Parks Board's decision and sever the relationship with the Region 5 Children's Museum. She explained the next task force meeting is

scheduled for November 12th and WSN will be bringing back a plan combining aspects of plan A and C for consideration.

Council determined to take no action on the recommended motion.

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)

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

Other

Water Tower Fundraising Committee

Parking Commission

New Business

Donation of Downtown Speaker System - Approved

The Chair welcomed Mr. Mike Angland and Mr. John Schommer, members of Brainerd Restoration, who stated that they were successful in fundraising and were able to purchase the speakers for downtown. He thanked many of the community members for working towards this goal. Mr. Schommer gave a brief review of the system, speaker locations, and requested the transmitter be installed on the roof of City Hall.

MOVED AND SECONDED BY ALDERMEN BEVANS AND PRITSCHET TO ACCEPT THE DONATION OF THE DOWNTOWN SPEAKER SYSTEM AND DIRECT STAFF TO DEVELOP AN AGREEMENT BETWEEN THE CITY, BRAINERD RESTORATION, AND THE DESTINATION DOWNTOWN BRAINERD COALITION REGARDING THE OPERATION AND MAINTENANCE OF THE SYSTEM.

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

Order of Agenda - Approved

Finance Director Hillman explained the details of the current Rules of Procedure and Decorum and the recommended updates to the document.

MOVED AND SECONDED BY ALDERMEN BEVANS AND T. ERICKSON TO ADOPT THE AMENDED RULES OF PROCEDURE AND DECORUM FOR CITY COUNCIL MEETINGS AS PRESENTED.

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

MOVED AND SECONDED BY LAMBERT AND BEVANS TO HAVE THE AMENDED RULES OF PROCEDURES AND DECORUM APPLY TO ALL CITY BOARDS AND COMMITTEES.

Council Member Johnson indicated the some of the order of agenda items shown do not pertain to boards and commissions, such as Council Committee Reports.

City Administrator Bergman explained subdivision 3 indicates “...for the regular meeting of the City Council...”, thus the intent to have the Rules of Decorum apply to boards and commissions, but this subdivision clearly is addressing City Council meetings.

Council Member Bevans indicated he would like to view the revised Rules of Procedures and Decorum document when it has been updated.

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

Discussion on Airport Commission Appointments – Direction Given

Council Member Johnson stated Mr. Jeff Czczok called him requesting clarification on the terms for the Airport Commission.

The Chair recognized Mr. Czczok, who is calling in to the meeting via WebEx, and indicated he is wondering if he may re-apply to the commission when his term expires on December 31, 2021. He said he would have served 4 ½ years at his 2021 term expiration.

Council Member Bevans indicated due to the circumstances he should be able to reapply.

Council discussed and determined since he will not have served a consecutive 6 years, he would be able to reapply.

Council Member Stunek stated it is difficult enough to fill the vacancies on boards and commissions and we should welcome those who want to serve.

****Note* After the meeting, it was determined Mr. Jeff Czczok’s term on the Airport Commission expires December 31, 2022, not 2021 as stated.***

Set Special Council Meeting to Canvass General Election Results - Approved

Council determined to set the meeting to canvass general election results be held via WebEx Teleconference on November 12, 2020 at 12:00 pm.

Public Forum

The Chair opened the public forum at 8:46 p.m.

No one came forward.

The Chair closed the public forum at 8:46 p.m.

Staff Reports

City Administrator Bergman stated the Charter Commission is meeting on November 5th to review the recommended changes from City Attorney Langel to the City Charter. She said on October 30th, there was another meeting held to discuss the public works department. It was

November 2, 2020 - **DRAFT**

decided to try a three-month trial period with Katie Kaufman reporting directly to the Park Board. The administrative assistant's time will be split between the engineering department and the Park Board.

City Administrator Bergman announced that Police Chief McQuiston was chosen as the Distinguished Community Service Member Award. Congratulations to Police Chief McQuiston!

Community Development Director Chanski thanked the Council for approving the purchase of new cubicles for City Hall and Building Inspector Jason Stockinger for taking time to assemble them.

Mayor's Report

Mayor Badeaux stated Halloween went very well with many residents creating unique ways to hand out candy. He indicated Rapunzel decided to let her hair down from the water tower.

Council Member Reports

Council Member Lambert said the Rental Ordinance Review committee will be finalizing the revisions and will hopefully have it completed by the end of the month.

Council Member T. Erickson met with the Fire Advisory Board recently and the next meeting will be scheduled for February 2021. He said the Arboretum Haunted Trail was well received and thanked everyone who helped and attended.

Council Member Bevans said he found Rapunzel's hair very amusing and was impressed with the number of trick or treating parents that said thank you for participating in Halloween for the kids.

Council Member Johnson attended the Park Board meeting last week and they are working towards moving most of the sports programming to the YMCA and Community Education. He thanked City Engineer Sandy and the Streets Department for promptly addressing a sidewalk tripping hazard downtown that he noticed outside Coco Moon.

Council Members Pritschet and Stunek stated tomorrow is Election Day and the transfer of power in our country is something that we should be proud of. He said to please be kind to the election judges that are working the polls and others that are voting.

Adjourn to Closed Session Pursuant to MN Statutes 13D.03 to Discuss Labor Negotiation Strategy – 9:00 p.m.

The Council reconvened at 9:33 p.m.

The Council adjourned at 9:33 p.m.

Jennifer Bergman
City Administrator

**Brainerd, MN
November 12, 2020**

Pursuant to due call and notice thereof, the Special Meeting of the Brainerd City Council via Webex Teleconference was called to order at 12:06 P.M. by Council President Johnson.

Upon roll call, the following members were noted present: Bevans, Stunek, Lambert, and Johnson. Members Pritschet, T. Erickson, W. Erickson, and Mayor Badeaux were noted as absent. Also present was Finance Director Hillman.

Finance Director Hillman provided a recap of the number of voters and the results of the election.

MOVED AND SECONDED BY ALDERMEN LAMBERT AND STUNEK TO ACCEPT THE RESULTS OF THE 2020 GENERAL ELECTION IN THE CITY OF BRAINERD AS PRESENTED.

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

Adjourn

The Chair adjourned the meeting at 12:08 P.M.

Jennifer Bergman
City Administrator

Contractor List

11/12/2020

Contractor Name	Address	Local License #	Licensee Type
ANDERSON SITEWORK, LLC AUSTEN ANDERSON	1103 SE 12 ST (218) 838 9026	2020-0013	Excavator
LAKES AREA ROOFING & GENERAL CONTR* DENNIS LOGELIN	10300 CROW WING HEIGHTS DR (218) 828-3577	2020-0010	General Commercial
NOVA GROUP, GBC MIKE HAYES	1107 HAZELTINE BLVD, SUITE 400 (952) 448 9393	2020-0012	Excavator
UP NORTH FIREPLACE GALLERY GREGORY PEARSON	29707 394TH PL (218) 454-1040	2020-0015	Mechanical

Totals: 4

Population: All Records
Licensee.DateRegistered Between 10/29/2020 12:00:00 AM AND 11/12/2020 12:00:00 AM

**BRAINERD POLICE DEPARTMENT
MEMORANDUM**

TO: Brainerd City Council

FROM: Police Chief Corky McQuiston

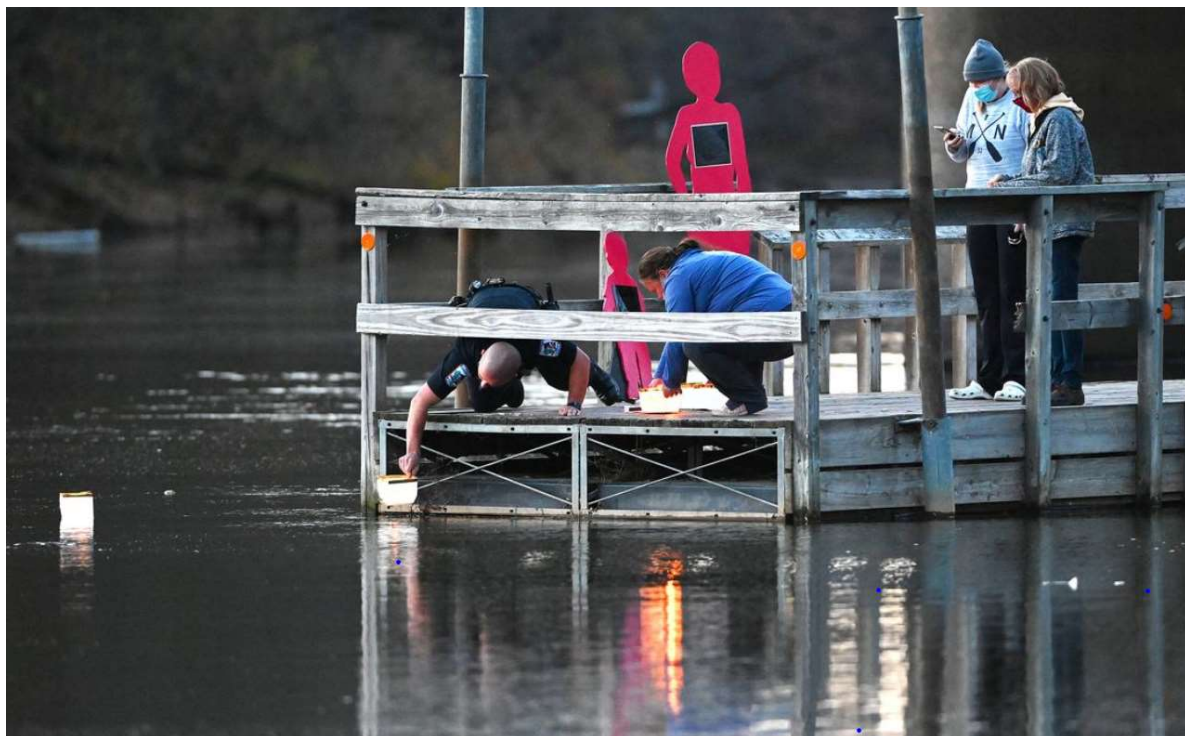
DATE: 11-10-20

RE: Monthly Report



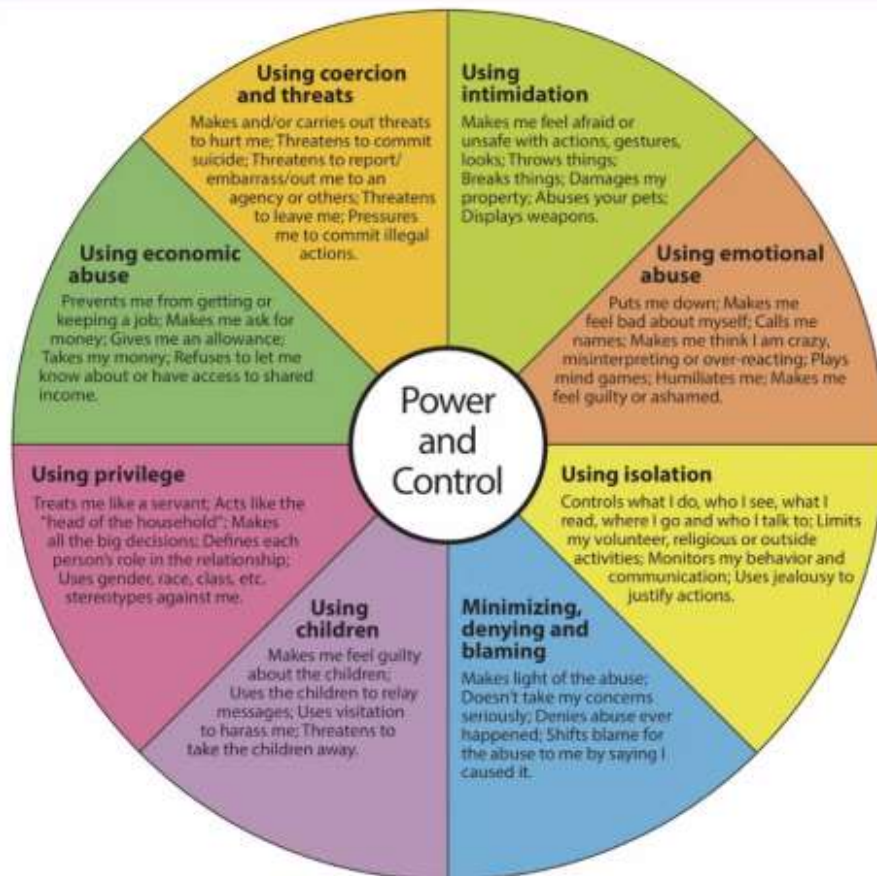
October Domestic Violence Awareness Month

October was Domestic Violence Awareness month. Due to the pandemic, normal awareness activities were limited. Sergeant Paul Rosier did participate with the Mid-Minnesota Women's Center annual candlelight vigil on October 14th at Kiwanis Park. Floating biodegradable candle luminaries were placed into the water for each of the 19 victims of domestic violence that were killed in 2019 as their names are read. Due to concerns of COVID 19, there was not a gathering this year where the community non-violence pledge is read. We are hopeful that next year's event can be attended by community members as it normally has been in the past. If you've never had a chance to attend this event, we encourage you to do so; it is hard to find words to describe watching the luminaries float down the river and what they represent.



Some things we can all to help reduce Intimate Partner Violence is recognizing the different ways this may look and being supportive to anyone who may be experiencing this.

Power & Control Wheel



The Power and Control Wheel

Developed by the Domestic Abuse Intervention Project in Duluth, Minnesota, illustrates the tactics an abuser uses on their victim. Constantly surrounded by threats and/or actual physical and sexual abuse, the victim is subjected to the various tactics listed in the spokes as the abuser attempts to exert complete power and control. (Adapted by Jen Snider to be gender neutral and with slight modifications not included in the original.)

Intimate Partner Violence is defined as one person in a relationship using a pattern of methods and tactics to gain and maintain **power and control** over the other person.

It is often a cycle that gets worse over time and is not necessarily a one time “incident.” Abusers can use jealousy, social status, mental health, money and other tactics to be controlling and abusive – not just physical violence.

That is why it is extremely important to be supportive, but not appear controlling if you suspect a person is a victim of Intimate Partner Violence. Some of the ways to be supportive can be found in the suggestions listed on the right:

Things to say to people who have experienced harm:

I believe you.	I am so sorry this is happening to you.	Thank you for sharing this.
I don't even know what to say right now, but I am so glad you told me.	You don't deserve this.	Thank you for telling me.
It's not your fault.	You are not alone.	You get to choose what you do next.

New Officer

Officer Andrew Middleton started Field Training on October 26th. Andrew is originally from Orno and graduated from Orno High School. Andrew has a Bachelor of Science Degree in Criminal Justice from the College of St. Scholastica in Duluth. Officer Middleton has prior related work experience as a Jailor for the Crow Wing County Sheriff's Department. The addition of Officer Middleton brings our current officer staffing level to 22.

October Department Training



Officers attend virtual training presented by staff from the Minnesota Department of Human Services specializing in Deaf & Hard of Hearing Services and Interpreter

Coordinating. This training increased officer's awareness for interacting with people that suffer from hearing loss. They received communication tips, and education about hearing loss, Deaf Culture, and assistive technology.

We have acquired two iPads that have wireless service and will be utilizing a third party vendor and the devices to communicate with people that we encounter who are deaf. Our intentions are to secure a vendor that officers 24/7 ASL(American Sign Language) and Spanish interpreters.

Annual Non-Deadly Force Training

During October officers also completed annual in-service Non-Deadly Force training with both class room and hands-on qualifications with Tasers and our Non-Deadly force 40 mm launchers.



TASER X26

Currently the department carries two different Tasers. The X26 is obsolete and has limited support for repairs. New hires are equipped with X26P and our older X26s are being replaced with X26Ps when they develop issues.

The X26P has new enhancements and safety features but has the same dimensions, fit, feel and operations of the X26 helping officer to maintain their familiarity with the device and keep consistency with our officers as we make the upgrade over time.



TASER X26P

The Smart Technology of the new devices uses **Charge Metering** the measures and delivers the amount of electrical charge to maximize safety and effectiveness. Both devices also still utilize the same duty and training cartridges.

Annual Non-Deadly Force training also includes classroom instruction and range qualifications with the departments Non-Deadly Force 40mm.



You may recall when we acquired the 40mm launchers the munitions utilized are a rounded sponge type projectile that gives officers the capabilities to maintain a safer distance from persons threatening with a weapon and act as means of gaining control of those people when the circumstances dictate that they are a danger to themselves or others.

Body Worn Camera Data Report



Month	Number of Videos	Hours of Videos	GB of Videos	Average MB per Video	Average Time Length of Videos	Average Number of Videos Per Day
September	1897	411 Hours	737 GB	388 MB	13.0 Minutes	63
October	1651	328 Hours	588 GB	356 MB	11.95 Minutes	53

Conduct on Premises Activity Report for October

ICR	Date Reported	Title	Address	Summary
20012308	10/04/20	Conduct on Premises	1204 W Campus Drive	Conduct on Premises
20012601	10/10/20	Conduct on Premises	601 NW 4 th Street	Conduct on Premises
20013430	10/29/20	Conduct on Premises	310 James Street	Conduct on Premises

Monthly Police Activity

October	2020	2019
ICRs	1448	1616
Citations (Inc. Parking)	227	278
Part I and Part II Crimes Reported	**	252

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

** Note: Transitioning to NIBRS reporting

81 parking tickets were issued in the month of October with the following dispositions:

6	Dismissed
3	Business Validations
29	Paid in Full
0	Partial Payments Received
44	No Payment Received

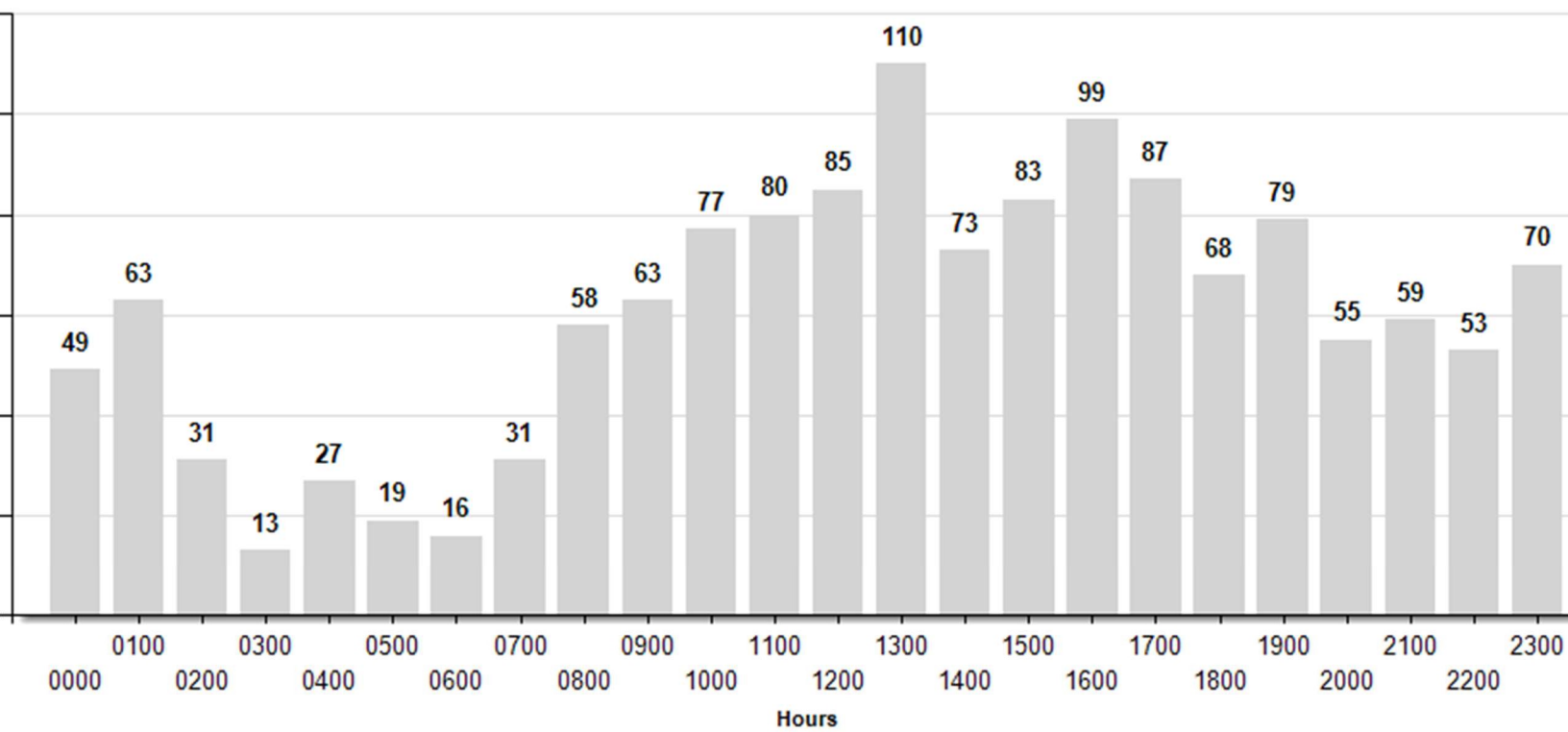
Revenue Recapture Receipts:

To Date: \$ 55,894.58
In 2020: \$ 8,054.50

Calls for Service Hourly

10/1/2020 to 10/31/2020

Total Calls: 1480





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>	

THE Center

November 16, 2020

Dear Brainerd City Council, Mayor and City Administrator,

Enclosed you will find requested information in response to our agreement with the City of Brainerd. We cannot supply our end of the year financials until late January; as that is the earliest that they are prepared.

Funding that was received from the City of Brainerd from 2019 tax arrears were \$3,749.33. The breakdown for 2020 half mill levy was; first half mill levy payment in January for \$42,971.50, a reduction of \$828.50 from an over payment in 2019, and the second half mill levy payment in July for \$43,800 for a total of \$86,771.50.

We have been fortunate to receive funding from the Payroll Protection Program and a CARES grant. Those have been crucial to our operations in 2020. The Center was closed from mid-March to mid-May. A careful reopening was done along with the completion of a COVID Preparedness Plan through the Governor's Office. Guidelines are: masks worn at all times, temperatures taken when entering the facility, documentation filled out in regard to the day's health, encourage hand washing and social distancing.

Funds received from the City of Brainerd from the half mill levy for 2020 were used as follows: elevator maintenance contract \$4,032, utilities for Jan, Feb, April & Dec \$13,061 (rest of the year costs were covered by grant funds), insurance \$10,944, payroll through August (except for May and June that were covered by the Payroll Protection Program) \$67,844; total funds \$95,881. The Center laid off two part time employees.

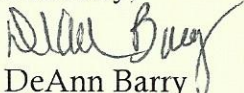
Because of COVID-19, we were not able to have these fundraising events: Craft Shows (May, Oct & Nov), Bake Sales (May, Oct & Nov), Bingo events (Quilt, BBQ & Harvest), Annual Rummage Sale, large raffle, and Ageless Expo. Fund raisers we were able to think outside the box and make happen were: Annual Plant Sale (took preorders), Thursday Donuts (curbside pick-up), Silent Auctions, small raffles (we are doing our second one), and 2nd Monday Dinners (began again in July with curbside pick-up, Oct added entertainment as dinner attendees drove by). Our Annual Christmas Party has been changed to Craving Christmas Cookies curbside pick-up for 100 along with our Choir performing as attendees drive by. Christmas Day Dinner will be drive by pick up.

Events for our members that were cancelled this year were: Annual Volunteer Appreciation, Veteran Recognition Dinner, Outstanding Senior Volunteer Program through MN State Fair and CWC Fair along with The Center's Picnic, band & dancing, monthly birthday celebration and Annual Christmas Party.

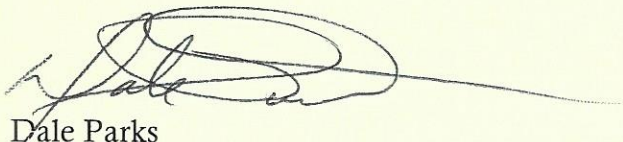
In addition to our day to day operations, how do the members of The Center give back to the residents of the City of Brainerd and the lakes area? We give back by coordinating bandstand concerts Thursday evenings from mid-July to the end of August; by the wooden toys and cloth dolls that are given to children in crisis; by the quilts that are made and delivered to individuals of all ages who have serious medical conditions. Due to COVID our Choir could not perform at community locations this year.

We cannot thank you enough for the support The Center receives from the City of Brainerd. We would look very different without it. We look forward to continuing our mission of supporting individuals age 45 and up within City of Brainerd and the lakes area.

Sincerely,



DeAnn Barry
Executive Director



Dale Parks
President of the Board of Directors

Lakes Area Senior Activity Center, Inc.

Financial Statements

For the period ending August 31st, 2020.

Lakes Area Senior Activity Center

Statement of Financial Position

As of August 31, 2020

Accrual Basis

	Aug 31, 20
ASSETS	
Current Assets	
Checking/Savings	
Cash - Unrestricted	
1101 · Cash on Hand	200.00
1102 · Petty Cash	222.00
1120 · Bremer Checking 4117	168,014.80
1150 · Brm Savings MM 2412	97,026.49
1160 · Brick Store-Security Deposits S	1,051.86
Cash - Unrestricted - Other	4,860.12
Total Cash - Unrestricted	271,375.27
Investments	
1170.5 · Endowment Fund-Brd Comm Fnd	352,900.40
Total Investments	352,900.40
Total Checking/Savings	624,275.67
Total Current Assets	624,275.67
Fixed Assets	
1200 · Fixed Assets	18,475.13
1210 · Donated Building	456,986.20
1230 · Kitchen Renovation 2005	25,874.11
1240 · Tower Windows 2005	31,620.00
1250 · Accumulated Depreciation	-587,974.62
1606 · Center Windows & Sidewalk	125,270.26
1645 · Equipment	87,955.14
1655 · Furniture & Fixtures	56,386.44
1681 · 817 Kingwood Parking Lot	50,087.48
1682 · North 9th Parking Lot	144,618.00
1683 · Elevator	138,989.02
1684 · Brick Store	76,910.15
Total Fixed Assets	625,197.31
TOTAL ASSETS	1,249,472.98
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2100 · Payroll Liabilities	
2100.1 · SIMPLE Payable-Employer	519.04
2100.2 · SIMPLE Payable-Employee	310.86
2205 · Federal W/H Tax Payable	736.88
2210 · Social Security W/H Tax Payable	1,216.83
2212 · Medicare W/H Tax Payable	284.58
2415 · SUTA Payable	327.12
2420 · State W/H Tax Payable	334.21
Total 2100 · Payroll Liabilities	3,729.52
2112 · PPP Loan	31,300.00
2200 · Employee Health Ins Pay	-1,042.99
2450 · Brick Building Security Deposit	880.13
Total Other Current Liabilities	34,866.66
Total Current Liabilities	34,866.66
Total Liabilities	34,866.66
Equity	
1110 · Retained Earnings	795,299.32
3200 · Unrestricted	387,420.68
Net Income	31,886.32
Total Equity	1,214,606.32
TOTAL LIABILITIES & EQUITY	1,249,472.98

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center
Statement of Activities
January through August 2020

Accrual Basis

	Jan - Aug 20
Ordinary Income/Expense	
Income	
REVENUE - PROGRAMS, PROJECTS	
4113 · Interest Income - All Acct	42.62
4116 · Meeting Room Income	877.00
4117.1 · Legacy Fund.	1,110.00
4119 · Gift Shop Income	2,329.28
4120 · Donut Income	38,347.79
4124 · Greeting Cards Income	985.50
4127 · Miscellaneous Income	65.00
4128 · Activity/Event Income	11,274.75
4130 · Garage Sale Income	1,613.00
4134 · Fundraising Meals	3,652.00
4140 · Defensive Driving Income	1,350.00
4160.1 · Ribfest	114.00
4170 · Newsletter Ads	11,436.00
4181 · Plant Sale	16,374.50
4192 · Tower User Fees	11,079.85
4193 · LSS Dining User Fees	12,600.00
Total REVENUE - PROGRAMS, PROJECTS	113,251.29
SUPPORT (DONATIONS)	
4020 · Gambling	2,213.10
4106 · City of Baxter	18,100.00
4110 · City of Brainerd	90,520.84
4117 · Donations Income	16,346.91
4118 · Memberships Income	17,169.00
Total SUPPORT (DONATIONS)	144,349.85
Total Income	257,601.14
Gross Profit	257,601.14
Expense	
PERSONNEL	
5200 · Wages & Salaries	89,723.96
5216 · SUTA Expense	175.64
5226 · SIMPLE-Employer Match	1,961.44
5230 · Medicare Expense	1,300.98
5231 · Social Security Expense	5,562.89
Total PERSONNEL	98,724.91
5237 · CPA	2,330.00
5239 · Tax Prep	1,225.31
5270 · Travel/Seminar	190.35
5271 · Dues/Subscriptions	3,457.01
5320 · Office Supplies	2,950.61
5322 · Cleaning Supplies	2,426.75
5323.1 · Trash Removal	1,723.64
5323.2 · Elevator Maintenance	3,024.00
5323.3 · Pest Control	300.00
5323.5 · Fire Protection	583.88
5330 · Telephone	2,099.55
5331 · Cable TV	792.08
5340 · Postage	245.50
5350 · Electric Water	15,860.59
5351 · Gas	8,155.56
5360 · Advertising	1,955.00
5361 · Printing	130.78
5370 · Newsletter Printing	15,508.60
5370.1 · Newsletter Mailing	3,792.40
5410 · Miscellaneous	1,691.14
5509 · Equipment Repairs	5,108.03
5510 · Repairs & Maintenance-Building	9,050.90

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center
Statement of Activities
January through August 2020

Accrual Basis

	Jan - Aug 20
5620 · Insurance - Bldg & Liab.	7,549.42
5621 · Volunteer Recognition	107.77
5631 · Kitchen	791.58
5650 · Activity	5,831.00
5650.1 · Ageless Expo	0.00
5650.2 · Branson on the Road	158.73
5651 · Plant Sale	1,365.40
5660 · Donut	17,878.84
5670 · Defensive Driving	980.00
5690 · Fund Raising Meals	403.83
5697 · Depreciation Expense	14,697.00
Total Expense	231,090.16
Net Ordinary Income	26,510.98
Other Income/Expense	
Other Income	
TEMPORARILY RESTRICTED	
6003 · Toymakers	260.00
6014 · Bandstand Project	4,029.00
Total TEMPORARILY RESTRICTED	4,289.00
6002 · Brick Building Rent	8,590.71
Total Other Income	12,879.71
Other Expense	
EXPENSE TEMPORARILY RESTRICTED	
7002.1 · Brick Store - Utilities	924.63
7014 · Bandstand	3,990.00
Total EXPENSE TEMPORARILY RESTRICTED	4,914.63
7002 · Rent Expense	2,374.43
7003 · Toymakers Expense	215.31
Total Other Expense	7,504.37
Net Other Income	5,375.34
Net Income	31,886.32

Lakes Area Senior Activity Center
Statement of Cash Flows
January through August 2020

	<u>Jan - Aug 20</u>
OPERATING ACTIVITIES	
Net Income	31,886.32
Adjustments to reconcile Net Income	
to net cash provided by operations:	
2100 · Payroll Liabilities:2100.2 · SIMPLE Payable-Employee	-203.44
2100 · Payroll Liabilities:2205 · Federal W/H Tax Payable	-593.80
2100 · Payroll Liabilities:2210 · Social Security W/H Tax Payable	-1,086.58
2100 · Payroll Liabilities:2212 · Medicare W/H Tax Payable	-254.12
2100 · Payroll Liabilities:2415 · SUTA Payable	-0.38
2100 · Payroll Liabilities:2420 · State W/H Tax Payable	-361.75
2112 · PPP Loan	31,300.00
2200 · Employee Health Ins Pay	-1,042.99
Net cash provided by Operating Activities	59,643.26
INVESTING ACTIVITIES	
1250 · Accumulated Depreciation	14,697.00
Net cash provided by Investing Activities	14,697.00
Net cash increase for period	74,340.26
Cash at beginning of period	549,935.41
Cash at end of period	<u>624,275.67</u>

Lakes Area Senior Activity Center

Statement of Activities Prev Year Comparison

August 2020

Accrual Basis

Ordinary Income/Expense	Aug 20	Aug 19	\$ Change
Income			
REVENUE - PROGRAMS, PROJECTS			
4113 · Interest Income - All Acct	4.12	12.99	-8.87
4116 · Meeting Room Income	30.00	270.00	-240.00
4117.1 · Legacy Fund.	500.00	25.00	475.00
4119 · Gift Shop Income	537.04	350.81	186.23
4120 · Donut Income	3,307.30	7,917.38	-4,610.08
4124 · Greeting Cards Income	121.00	140.50	-19.50
4128 · Activity/Event Income	4,759.05	665.80	4,093.25
4128.1 · Ageless Expo	0.00	1,520.00	-1,520.00
4130 · Garage Sale Income	204.00	410.00	-206.00
4134 · Fundraising Meals	432.00	422.00	10.00
4140 · Defensive Driving Income	0.00	715.00	-715.00
4160.1 · Ribfest	114.00	3,059.00	-2,945.00
4170 · Newsletter Ads	5,442.00	6,114.00	-672.00
4181 · Plant Sale	60.00	0.00	60.00
4190 · Trips Income	0.00	2,349.00	-2,349.00
4192 · Tower User Fees	215.00	1,242.18	-1,027.18
4193 · LSS Dining User Fees	1,800.00	1,800.00	0.00
Total REVENUE - PROGRAMS, PROJECTS	17,525.51	27,013.66	-9,488.15
SUPPORT (DONATIONS)			
4117 · Donations Income	64.00	68.00	-4.00
4118 · Memberships Income	1,800.00	2,860.00	-1,060.00
Total SUPPORT (DONATIONS)	1,864.00	2,928.00	-1,064.00
Total Income	19,389.51	29,941.66	-10,552.15
Gross Profit	19,389.51	29,941.66	-10,552.15
Expense			
PERSONNEL			
5200 · Wages & Salaries	9,813.18	10,680.93	-867.75
5216 · SUTA Expense	15.80	12.93	2.87
5226 · SIMPLE-Employer Match	321.47	312.12	9.35
5230 · Medicare Expense	142.29	154.87	-12.58
5231 · Social Security Expense	608.41	662.22	-53.81
Total PERSONNEL	10,901.15	11,823.07	-921.92
5237 · CPA	325.00	305.00	20.00
5270 · Travel/Seminar	134.00	0.00	134.00
5271 · Dues/Subscriptions	435.00	665.00	-230.00
5320 · Office Supplies	341.83	345.85	-4.02
5322 · Cleaning Supplies	469.34	101.07	368.27
5323.1 · Trash Removal	211.07	217.63	-6.56
5323.3 · Pest Control	60.00	120.00	-60.00
5323.6 · Water Softner Service	0.00	66.90	-66.90
5330 · Telephone	250.23	255.09	-4.86
5331 · Cable TV	100.33	93.17	7.16
5340 · Postage	0.00	12.60	-12.60
5350 · Electric Water	2,223.41	2,524.09	-300.68

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center
Statement of Activities Prev Year Comparison
August 2020

Accrual Basis

	Aug 20	Aug 19	\$ Change
5351 · Gas	0.00	1,931.99	-1,931.99
5361 · Printing	0.00	0.00	0.00
5370 · Newsletter Printing	1,852.30	3,822.30	-1,970.00
5370.1 · Newsletter Mailing	520.00	1,034.03	-514.03
5410 · Miscellaneous	39.54	0.00	39.54
5509 · Equipment Repairs	22.11	0.00	22.11
5510 · Repairs & Maintenance-Building	210.71	1,007.57	-796.86
5620 · Insurance - Bldg & Liab.	1,063.94	777.39	286.55
5621 · Volunteer Recognition	0.00	0.00	0.00
5631 · Kitchen	0.00	0.00	0.00
5650 · Activity	392.11	2,979.82	-2,587.71
5650.1 · Ageless Expo	0.00	2,000.00	-2,000.00
5651 · Plant Sale	0.00	0.00	0.00
5660 · Donut	2,387.15	3,318.17	-931.02
5670 · Defensive Driving	0.00	735.00	-735.00
5680 · Donations	0.00	3,300.00	-3,300.00
5690 · Fund Raising Meals	0.00	121.84	-121.84
5690.1 · Ribfest	0.00	160.00	-160.00
5697 · Depreciation Expense	0.00	4,500.00	-4,500.00
Total Expense	21,939.22	42,217.58	-20,278.36
Net Ordinary Income	-2,549.71	-12,275.92	9,726.21
Other Income/Expense			
Other Income			
TEMPORARILY RESTRICTED			
6003 · Toymakers	10.00	0.00	10.00
Total TEMPORARILY RESTRICTED	10.00	0.00	10.00
6002 · Brick Building Rent	670.00	1,680.00	-1,010.00
Total Other Income	680.00	1,680.00	-1,000.00
Other Expense			
EXPENSE TEMPORARILY RESTRICTED			
7002.1 · Brick Store - Utilities	132.59	154.24	-21.65
7014 · Bandstand	2,269.00	2,335.00	-66.00
Total EXPENSE TEMPORARILY RESTRICTED	2,401.59	2,489.24	-87.65
7002 · Rent Expense	36.25	123.69	-87.44
7003 · Toymakers Expense	28.03	59.95	-31.92
Total Other Expense	2,465.87	2,672.88	-207.01
Net Other Income	-1,785.87	-992.88	-792.99
Net Income	-4,335.58	-13,268.80	8,933.22

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center

Statement of Activities Budget Performance

August 2020

Ordinary Income/Expense

Income

REVENUE - PROGRAMS, PROJECTS

4113 · Interest Income - All Acct	4.12				
4116 · Meeting Room Income	30.00	15.42	42.62	123.34	185.00
4117.1 · Legacy Fund.	500.00	166.67	877.00	1,333.34	2,000.00
4119 · Gift Shop Income	537.04	541.67	1,110.00		
4120 · Donut Income	3,307.30	8,333.33	2,329.28	4,333.34	6,500.00
4124 · Greeting Cards Income	121.00	166.67	38,347.79	66,666.66	100,000.00
4127 · Miscellaneous Income	0.00	250.00	985.50	1,333.34	2,000.00
4128 · Activity/Event Income	4,759.05	666.67	65.00	2,000.00	3,000.00
4128.1 · Ageless Expo	0.00	416.67	11,274.75	5,333.34	8,000.00
4128.2 · Entertainment	0.00	25.00	0.00	3,333.34	5,000.00
4130 · Garage Sale Income	204.00	375.00	0.00	200.00	300.00
4134 · Fundraising Meals	432.00	516.67	1,613.00	3,000.00	4,500.00
4140 · Defensive Driving Income	0.00	558.33	3,652.00	4,133.34	6,200.00
4160.1 · Ribfest	114.00	541.67	1,350.00	4,466.66	6,700.00
4170 · Newsletter Ads	5,442.00	1,416.67	114.00	4,333.34	6,500.00
4180 · Bake Sale	0.00	125.00	11,436.00	11,333.34	17,000.00
4181 · Plant Sale	60.00	1,416.67	0.00	1,000.00	1,500.00
4182 · Brat Sale	0.00	29.17	16,374.50	233.34	350.00
4190 · Trips Income	0.00	1,000.00	0.00	8,000.00	12,000.00
4190.3 · Concerts Franklin	0.00	166.67	0.00	1,333.34	2,000.00
4192 · Tower User Fees	215.00	1,583.33	11,079.85	12,666.66	19,000.00
4193 · LSS Dining User Fees	1,800.00	1,800.00	12,600.00	14,400.00	21,600.00

Total REVENUE - PROGRAMS, PROJECTS

17,525.51

20,111.28

113,251.29

160,890.06

241,335.00

SUPPORT (DONATIONS)

4020 · Gambling	0.00	541.67	2,213.10	4,333.36	6,500.04
4106 · City of Baxter	0.00	1,500.00	18,100.00	12,000.00	18,000.00
4110 · City of Brainerd	0.00	7,250.00	90,520.84	58,000.00	87,000.00
4117 · Donations Income	64.00	416.67	16,346.91	3,333.34	5,000.00

4118 · Memberships Income

1,800.00

2,500.00

17,169.00

20,000.00

30,000.00

Total SUPPORT (DONATIONS)

1,864.00

12,208.34

144,349.85

97,666.70

146,500.04

Total Income

19,389.51

32,319.62

257,601.14

258,556.76

387,835.04

Gross Profit

19,389.51

32,319.62

257,601.14

258,556.76

387,835.04

Expense

PERSONNEL

5200 · Wages & Salaries	9,813.18	12,013.75	89,723.96	96,110.00	144,165.00
5216 · SUTA Expense	15.80	20.83	175.64	166.66	250.00
5224 · Payroll Expenses	0.00	16.67	0.00	133.34	200.00
5226 · SIMPLE-Employer Match	321.47	333.33	1,961.44	2,666.66	4,000.00
5230 · Medicare Expense	142.29	174.20	1,300.98	1,393.60	2,090.39
5231 · Social Security Expense	608.41	744.85	5,562.89	5,958.81	8,938.23

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center

Statement of Activities Budget Performance

August 2020

	Aug 20	Budget	Jan - Aug 20	YTD Budget	Annual Budget
5234 · Worker's Comp Expense	0.00	166.67	0.00	1,333.34	2,000.00
Total PERSONNEL	10,901.15	13,470.30	98,724.91	107,762.41	161,643.62
5237 · CPA	325.00	300.00	2,330.00	2,400.00	3,600.00
5239 · Tax Prep	0.00	65.00	1,225.31	680.00	1,020.00
5270 · Travel/Seminar	134.00	25.00	190.35	200.00	300.00
5271 · Dues/Subscriptions	435.00	108.33	3,457.01	866.66	1,300.00
5273 · Parking	0.00	33.33	0.00	266.66	400.00
5320 · Office Supplies	341.83	333.33	2,950.61	2,666.66	4,000.00
5322 · Cleaning Supplies	469.34	375.00	2,426.75	3,000.00	4,500.00
5323.1 · Trash Removal	211.07	125.00	1,723.64	1,000.00	1,500.00
5323.2 · Elevator Maintenance	0.00	375.00	3,024.00	3,000.00	4,500.00
5323.3 · Pest Control	60.00	50.00	300.00	400.00	600.00
5323.5 · Fire Protection	0.00	125.00	583.88	1,000.00	1,500.00
5330 · Telephone	250.23	250.00	2,099.55	2,000.00	3,000.00
5331 · Cable TV	100.33	100.00	792.08	800.00	1,200.00
5340 · Postage	0.00	83.33	245.50	666.66	1,000.00
5350 · Electric Water	2,223.41	2,166.67	15,860.59	17,333.34	26,000.00
5351 · Gas	0.00	1,166.67	8,155.56	9,333.34	14,000.00
5360 · Advertising	0.00	916.67	1,955.00	7,333.34	11,000.00
5361 · Printing	0.00	83.33	130.78	666.66	1,000.00
5370 · Newsletter Printing	1,852.30	1,583.33	15,508.60	12,666.66	19,000.00
5370.1 · Newsletter Mailing	520.00	458.33	3,792.40	3,666.66	5,500.00
5410 · Miscellaneous	39.54	166.67	1,691.14	1,333.34	2,000.00
5509 · Equipment Repairs	22.11	416.67	5,108.03	3,333.34	5,000.00
5510 · Repairs & Maintenance-Building	210.71	583.33	9,050.90	4,666.66	7,000.00
5620 · Insurance - Bldg & Liab.	1,063.94	700.00	7,549.42	5,600.00	8,400.00
5621 · Volunteer Recognition	0.00	83.33	107.77	666.66	1,000.00
5631 · Kitchen	0.00	208.33	791.58	1,666.66	2,500.00
5650 · Activity	392.11	750.00	5,831.00	6,000.00	9,000.00
5650.1 · Ageless Expo	0.00	216.67	158.73	1,733.34	2,600.00
5650.2 · Branson on the Road	0.00	25.00	0.00	200.00	300.00
5650.4 · Franklin Concerts	0.00	166.67	1,365.40	1,333.34	2,000.00
5651 · Plant Sale	0.00	3,666.67	17,878.84	29,333.34	44,000.00
5660 · Donut	2,387.15	25.00	0.00	200.00	300.00
5665 · Greeting Cards	0.00	558.33	980.00	4,466.66	6,700.00
5670 · Defensive Driving	0.00	250.00	403.83	2,000.00	3,000.00
5690 · Fund Raising Meals	0.00	83.33	0.00	666.66	1,000.00
5690.1 · Ribfest	0.00	1,000.00	0.00	8,000.00	12,000.00
5692 · Trips	0.00	4,166.67	14,697.00	33,333.34	50,000.00
5697 · Depreciation Expense	0.00				
Total Expense	21,939.22	35,280.29	231,090.16	282,242.39	423,363.62
Net Ordinary Income	-2,549.71	-2,960.67	26,510.98	-23,685.63	-35,528.58
Other Income/Expense					

These financial statements were not subjected to an audit, review, or compilation engagement.

Lakes Area Senior Activity Center

Statement of Activities Budget Performance

August 2020

	Aug 20	Budget	Jan - Aug 20	YTD Budget	Annual Budget
Other Income					
TEMPORARILY RESTRICTED					
6003 · Toy makers	10.00	166.67	260.00	1,333.34	2,000.00
6014 · Bandstand Project	0.00	583.33	4,029.00	4,666.66	7,000.00
Total TEMPORARILY RESTRICTED	10.00	750.00	4,289.00	6,000.00	9,000.00
6002 · Brick Building Rent	670.00	750.00	8,590.71	6,000.00	9,000.00
Total Other Income	680.00	1,500.00	12,879.71	12,000.00	18,000.00
Other Expense					
EXPENSE TEMPORARILY RESTRICTED					
7002.1 · Brick Store - Utilities	132.59		924.63		
7014 · Bandstand	2,269.00	583.33	3,990.00	4,666.66	7,000.00
Total EXPENSE TEMPORARILY RESTRICTED	2,401.59	583.33	4,914.63	4,666.66	7,000.00
7002 · Rent Expense	36.25	416.67	2,374.43	3,333.34	5,000.00
7003 · Toy makers Expense	28.03	83.33	215.31	666.66	1,000.00
Total Other Expense	2,465.87	1,083.33	7,504.37	8,666.66	13,000.00
Net Other Income	-1,785.87	416.67	5,375.34	3,333.34	5,000.00
Net Income	-4,335.58	-2,544.00	31,886.32	-20,352.29	-30,528.58

These financial statements were not subjected to an audit, review, or compilation engagement.

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

November 16, 2020

7:00 PM

City Hall 2nd Floor Conference Room

WebEx Teleconference Call-In Information

Call Toll-Free: 844-992-4726 Access Code: 146 922 4447

1. Approval of Bills
2. 2020 Audit Engagement Letter
3. Authorization to Sell Chevy Impala
4. Deferment of Assessments



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>	



CliftonLarsonAllen LLP
CLAconnect.com

October 19, 2020

Honorable Mayor, City Council, and Management
City of Brainerd
501 Laurel Street
Brainerd, MN 56401

Dear Honorable Mayor, City Council, and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Brainerd ("you," "your," or "the entity") for the year ended December 31, 2020.

Mary L. Reedy is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Brainerd, as of and for the year ended December 31, 2020, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Combining and individual nonmajor fund financial statements and schedules.
3. Component unit financial statements proportionate share of the net pension liability.

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Introductory section.
2. Statistical information.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial

statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the

entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We

will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's

federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the start of fieldwork.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Based on our preliminary estimates, the total fees and expenses for the engagement should approximate \$45,500 for the audit and \$2,000 additional if the CARES grant is required to be tested. These estimates are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimates. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not

be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

HIPAA Business Associate Agreement

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), City of Brainerd and CLA shall enter into a HIPAA Business Associate Agreement (BAA) in the form attached hereto. If the attached HIPAA Business Associate Agreement is acceptable, please sign, date, and return it to us.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of City of Brainerd's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement and the BAA.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Mary L. Reedy, CPA
Principal
320-203-5534
Mary.reedy@CLAconnect.com

Response:

This letter correctly sets forth the understanding of City of Brainerd.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made by and between [Client Name] (hereinafter referred to as “Client”) and CliftonLarsonAllen LLP (hereinafter referred to as “CLA”). This Agreement is effective as of the date signed by Client.

RECITALS

WHEREAS, Client is a “covered entity” within the meaning of 45 CFR § 160.103;

WHEREAS, CLA provides accounting, consulting, or other services to Client and, in connection therewith, Client wishes to disclose “protected health information” within the meaning of 45 CFR § 160.103 to CLA and CLA wishes to receive protected health information and, on behalf of Client, create, maintain, or transmit protected health information (collectively, “Client’s PHI”);

WHEREAS, CLA is a “business associate” within the meaning of 45 CFR § 160.103;

WHEREAS, Client and CLA intend to protect the privacy and provide for the security of Client’s PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance thereunder (“HIPAA Rules”);

WHEREAS, the HIPAA Rules require that Client receive adequate assurances that CLA will comply with certain obligations with respect to Client’s PHI and, accordingly, the parties hereto desire to enter into this Agreement for the purpose of setting forth in writing the terms and conditions for the use, disclosure, and safeguarding of Client’s PHI, including provisions required by the HIPAA Rules as the same may be amended from time to time;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS OF AGREEMENT

1. Obligations and Activities of CLA.

a. **Permitted and Required Uses and Disclosures.** CLA shall not use or disclose Client’s PHI except as permitted or required by this Agreement or as required by law. Specifically, CLA agrees as follows:

i. CLA may only use or disclose Client’s PHI as necessary to perform the services set forth in the service agreement, if any, between Client and CLA, to perform functions, activities, or services for, or on behalf of, Client as requested by Client from time to time, or as required by law.

ii. CLA shall use or disclose only the “Minimum Necessary” amount of information, as such term is defined in the HIPAA Rules, required to conduct

the authorized activities herein, except that CLA will limit disclosures to a limited data set as set forth in 45 CFR § 164.514(e)(2) as required by the HIPAA Rules.

iii. CLA may not use or disclose Client's PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Client, except that CLA may use or disclose Client's PHI for the proper management and administration of CLA or to carry out the legal responsibilities of CLA, provided the use or disclosures are required by law or CLA obtains reasonable assurances from the person to whom the information is disclosed that Client's PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies CLA of any instances of which it is aware in which the confidentiality of Client's PHI has been breached.

iv. CLA may use Client's PHI to provide "data aggregation services" relating to the health care operations of Client within the meaning of 45 CFR § 164.501.

v. CLA shall not disclose Client's PHI in a manner that would violate any restriction thereof which has been duly communicated to CLA.

vi. Except as permitted by the HIPAA Rules, CLA shall not directly or indirectly receive remuneration in exchange for any of Client's PHI unless authorized in writing by Client.

b. Safeguards. CLA shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Client's PHI other than as provided in this Agreement.

i. Administrative Safeguards. CLA shall implement all required administrative safeguards pursuant to 45 CFR § 164.308 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all administrative safeguards of 45 CFR § 164.308 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

ii. Physical Safeguards. CLA shall implement all required physical safeguards pursuant to 45 CFR § 164.310 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all physical safeguards of 45 CFR § 164.310 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

iii. Technical Safeguards. CLA shall implement all required technical safeguards pursuant to 45 CFR § 164.312 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all

technical safeguards of 45 CFR § 164.312 that are designated as “addressable” as such are made applicable to business associates pursuant to the HIPAA Rules.

c. Reporting of Disclosures. CLA shall report to Client any use or disclosure of Client’s PHI not provided for by this Agreement of which CLA becomes aware, including any acquisition, access, use or disclosure (i.e., “breach”) of “unsecured protected health information,” within the meaning of 45 CFR § 164.403, and any security incident of which CLA becomes aware. CLA shall make such report to Client without unreasonable delay and in no case later than sixty (60) calendar days following discovery of the breach. CLA’s notice to Client shall include all information needed by Client to provide notice to affected individuals and otherwise satisfy the requirements of 45 CFR § 164.410.

d. CLA’s Subcontractors. CLA may disclose Client’s PHI to one or more subcontractors and may allow its subcontractors to create, receive, maintain, or transmit Client’s PHI on behalf of CLA. CLA shall obtain satisfactory assurances from any such subcontractor that it will appropriately safeguard Client’s PHI in accordance with 45 CFR § 164.314(a) and shall ensure that the subcontractor agrees in writing to the same or more stringent restrictions, conditions, and requirements that apply to CLA with respect to Client’s PHI. Upon CLA contracting with a subcontractor regarding Client’s PHI, CLA shall provide Client written notice of such executed agreement and copy of agreement.

e. Satisfying Requests for Access. CLA shall make available to Client Client’s PHI in a “designated record set,” within the meaning of 45 CFR § 164.501, as Client may require to satisfy its obligations to respond to a request for access pursuant to 45 CFR § 164.524. If CLA receives a request for access directly from an individual or an individual’s designee, CLA shall forward such request within five (5) calendar days to Client for Client to fulfill. Alternatively, if directed by Client and agreed to by CLA, CLA shall make available to the individual or the individual’s designee Client’s PHI in a designated record set, as necessary to satisfy the requirements of 45 CFR § 164.524. CLA shall provide such access within thirty (30) calendar days of receiving a request for access and shall confirm to Client in writing that such request has been fulfilled.

f. Satisfying Requests for Amendment. CLA shall make any amendments to Client’s PHI in a designated record set, as Client may require to satisfy its obligations to respond to a request for amendment pursuant to 45 CFR § 164.526. If CLA receives a request for amendment directly from an individual or an individual’s designee, CLA shall forward such request within ten (10) calendar days to Client for Client to fulfill. Alternatively, if directed by Client and agreed to by CLA, CLA shall make an amendment to Client’s PHI in a designated record set, as necessary to satisfy the requirements of 45 CFR § 164.526. CLA shall make such amendment within sixty (60) calendar days of receiving a request for amendment and shall confirm to Client in writing that such request has been fulfilled.

g. Internal Practices. CLA shall make its internal practices, books and records relating to the use and disclosure of Client’s PHI available to the Secretary of the

United States Department of Health and Human Services or his or her designee for purposes of determining compliance with the HIPAA Rules.

h. Accounting. CLA shall document disclosures of Client's PHI and information related to such disclosures and otherwise maintain and make available the information required to provide an accounting of disclosures to the Client as necessary to permit the Client to respond to a request for an accounting pursuant to 45 CFR § 164.528. If CLA receives a request for an accounting directly from an individual or an individual's designee, CLA shall forward such request within ten (10) calendar days to Client for Client to fulfill. Alternatively, if directed by Client and agreed to by CLA, CLA shall provide an accounting as necessary to satisfy the requirements of 45 CFR § 164.528. CLA shall satisfy such request within sixty (60) calendar days of receiving a request for an accounting and shall confirm to Client in writing that such request has been fulfilled.

i. Policies and Procedures; Documentation. CLA shall develop appropriate policies and procedures relating to its compliance with the administrative, physical, and technical safeguards set forth in Section 1.b. and shall document, retain, and update such policies and procedures as required by 45 CFR § 164.316.

j. Compliance as if Covered Entity. To the extent CLA is to carry out one or more of the obligations imposed on the Client as a "covered entity" under Subpart E of 45 CFR Part 164, CLA shall comply with the requirements of said Subpart E that apply to the Client in the performance of such obligations.

2. **Client Obligations.** Client shall provide notice to CLA of any of the following:

a. Any limitations in the notice of privacy practices of Client under 45 CFR § 164.520, as well as any changes to such limitations, to the extent that such limitation may affect CLA's use or disclosure of Client's PHI.

b. Any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect CLA's use or disclosure of Client's PHI.

c. Any restriction on the use or disclosure of protected health information that Client has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect CLA's use or disclosure of Client's PHI.

Client shall not request CLA to use or disclose Client's PHI in any manner that would not be permissible under the HIPAA Rules if done by Client, except that Client may request CLA to provide to Client "data aggregation services" relating to the health care operations of the Client within the meaning of 45 CFR § 164.501, as permitted by 45 CFR § 164.504(e)(2)(i)(B).

3. **Termination of Agreement.**

a. This Agreement shall terminate on the earliest to occur of an expiration or termination date of, the date either party terminates the Agreement "for cause," as described in Section 3.b., the date CLA terminates as described in Section 3c., or

pursuant to Section 5 upon either party's failure to negotiate or enter into an amendment to this Agreement.

b. Termination for Cause. A breach of any provision of this Agreement by either party, as determined by the non-breaching party, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement for cause if the breaching party is unable to cure such breach to the other party's satisfaction within ten (10) days following written notice of such breach. The breaching party shall cooperate with the other party as necessary to mitigate the extent of any unauthorized disclosures of Client's PHI or any damages or potential damages and liability under the HIPAA Rules caused by any violation of this Agreement or other unauthorized use of Client's PHI.

c. Termination by CLA. Upon thirty (30) days' advance written notice, CLA shall have the right to terminate this Agreement if Client imposes additional restrictions or requirements regarding the use, disclosure, or maintenance of Client's PHI that CLA reasonably determines will materially affect CLA's ability to perform its responsibilities under this Agreement or will materially increase CLA's costs to perform its responsibilities under this Agreement.

4. Treatment of Client's PHI after Termination. Upon termination of this Agreement for any reason, CLA, with respect to Client's PHI, shall:

a. Retain only that portion of Client's PHI which is necessary for CLA to continue its proper management and administration or to carry out its legal responsibilities;

b. Return to Client or, if agreed to by Client, destroy remaining Client's PHI that CLA still maintains in any form and retain no copies of such Client's PHI;

c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of Client's PHI, other than as provided for in this Section, for as long as CLA retains any Client's PHI;

d. Not use or disclose Client's PHI retained by CLA other than for the purposes for which Client's PHI was retained and subject to the same conditions, as set forth in Section 2, which applied prior to termination;

e. Return to Client or, if agreed to by Client, destroy remaining Client's PHI retained by CLA when it is no longer needed by CLA for its proper management and administration or to carry out its legal responsibilities and retain no copies of such Client's PHI;

f. Obtain or ensure the destruction of any Client's PHI created, received, or maintained by any of CLA's subcontractors; and

g. Within thirty (30) calendar days after termination or expiration of this Agreement, certify in a written statement signed by a senior officer of CLA, that all Client's PHI has been returned or disposed of as required above.

If the parties mutually agree that return or destruction is not feasible, this Agreement shall continue to apply to Client's PHI and, without limitation to the foregoing, the obligations of CLA under this Agreement shall survive the termination of this Agreement with respect to any Client's PHI retained by CLA. CLA shall limit further use and disclosure of Client's PHI to those purposes that make the return or destruction of Client's PHI infeasible.

5. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the HIPAA Rules or other applicable law upon the written request of either party. Either party may terminate this Agreement upon thirty (30) days' written notice in the event (i) the other party does not promptly enter into negotiations to amend this Agreement upon the request of the party giving notice or (ii) the other party fails to execute an amendment to this Agreement upon the request of the party giving notice.

6. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Client, CLA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7. **Indemnification.** Client shall indemnify, hold harmless, and defend (with counsel of CLA's choosing) CLA, its subsidiaries, affiliates, partners, and employees from and against all claims, suits, administrative proceedings, demands, losses, damages, or penalties, including reasonable attorneys' fees, arising out of Client's misuse or improper disclosure of Client's PHI, breach of this Agreement, or violation of the HIPAA Rules or any other law or regulation.

8. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. There shall be no presumption for or against either party, by reason of one of the parties causing this Agreement to be drafted, with respect to the interpretation or enforcement of this Agreement.

9. **Notices.** All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to Client, to:

City of Brainerd
501 Laurel Street
Brainerd, MN 56401

If to CLA, to:

CliftonLarsonAllen LLP
14725 Golf Course Drive, Suite 300
Baxter, MN 56425
Attention: Mary L. Reedy, Principal

or to such other names or addresses as Client or CLA, as the case may be, shall designate by notice to the other in the manner specified in this Section 9.

10. Survival. The obligations contained in this Agreement which by their nature or context survive or are expressly intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect. Without limiting the generality of the foregoing, Sections 2, 4, and 7 shall survive the termination of this Agreement.

11. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are superseded by this Agreement.

13. Non-Waiver. No failure or delay in exercising any right or remedy under this Agreement and no course of dealing between the parties operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

14. Governing Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota without regard to such state's conflict of laws provisions.

IN WITNESS WHEREOF, the parties have signed this Agreement.

City of Brainerd

CliftonLarsonAllen LLP

By: _____

By:  _____

Print Name: _____

Print Name: Mary Reedy _____

Title: _____

Title: Principal _____

Date: _____

Date: November 5, 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>	



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. 54:16

WHEREAS, Minnesota Statutes 435.193 through 435.195 authorizes the City of Brainerd to defer the payment of special assessments against any homestead property for certain citizens; and

WHEREAS, said deferment of assessment may be permitted at the discretion of the City Council; and

WHEREAS, the City Council of the City of Brainerd finds and determines that deferral of special assessments for certain citizens is in the public interest; and

WHEREAS, it is necessary and proper that the City Council set forth its general policies and guidelines for granting said deferrals of special assessments for citizens.

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

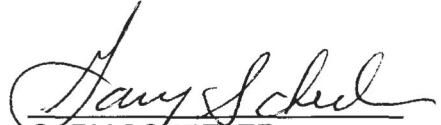
1. That the City Council does endorse the principle of deferment of special assessments for citizens where the payment of said special assessments constitutes hardship.
2. The Council, in accordance therewith, may defer the payment of any special assessment on homestead property when payment of the assessment would create a hardship upon the property owner as defined herein.
3. The deferment may be granted upon an application by the owner on a form prescribed by the County Auditor supplemented by the City Administrator to establish the qualifications of the owner for said deferment. All deferments shall be subject to renewal each following year upon the filing of a similar application not later than August 15. The Council shall either grant or deny the deferment, and if it grants the deferment, the deferred assessment shall bear interest at the rate established in the Resolution adopting the assessment. If the Council grants the deferment, the City Administrator shall notify the County Auditor who shall, in accordance with Minnesota Statute 435.194, record a notice of the deferment with the County Recorder setting forth the amount of the assessment.
4. A hardship shall be deemed prima facie to exist when all of the following apply:
 - A. The applicant's spouse and family combines shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of application. All data necessary to confirm applicant's income shall be furnished to the City Administrator.
 - B. The special assessments to be deferred exceed \$300.00.

- C. The total assets of the applicant and spouse, exclusive of the homestead, do not exceed \$25,000.00.
- D. The Crow Wing County Assessor's **estimated market value** of the applicant's homestead is less than **\$110,000**.

Notwithstanding the foregoing provisions of this paragraph, the City Council may consider exceptional and unusual circumstances pertaining to an applicant not covered by the above standards; but any determination shall be made in a non-discriminatory manner and shall not give the applicant an unreasonable preference or advantage over the other applicants.

- 5. Retirement by reason of permanent and total disability shall be deemed prima facie to exist when the applicant presents a sworn affidavit by a licensed medical doctor attesting that the applicant is unable to be gainfully employed because of a permanent and total disability.
- 6. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any of the following events:
 - A. The death of the owner when there is no spouse who is eligible for deferment;
 - B. The sale, transfer, or subdivision of all or any part of the property;
 - C. Loss of homestead status on the property;
 - D. Determination by the Council for any reason that there would be no hardship to require immediate or partial payment; or
 - E. Failure to file a renewal application with the time prescribed by Paragraph 3.
- 7. This Resolution supersedes Resolution No. 06:05 adopted on February 22, 2005.

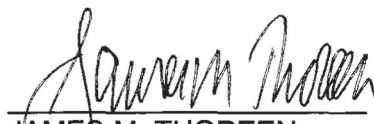
Adopted this 21st day of November, 2016


GARY SCHEELER
President of the Council

Approved this 22nd day of November, 2016


EDWIN L. MENK
Mayor

ATTEST:


JAMES M. THOREEN
City Administrator

**DEFERRED ASSESSMENTS
CITY OF BRAINERD**

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS - RESOLUTION NO. 54:16.

TO: Jennifer Bergman, City Administrator, City of Brainerd, Minnesota

NAME ADDRESS  Ms. Terri L. Hoefferle 823 P St. NE Brainerd, MN 56401	I am (check one) ☒ At least 65 years of age ☐ Retired by virtue of a total or permanent disability ☐ Financial hardship exists
R.E. CODE OF PROPERTY: <u>41180619</u> LEGAL DESCRIPTION OF PROPERTY: <u>Lot 7 Block 1 & S 30 ft of Lot 8 Blk 1</u> Imp: <u>19-100</u>	

I, the undersigned, declare under penalties of perjury:

That I, my spouse and family combined shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of the application (see attached).

That the special assessments to be deferred exceed \$300.00.

That my total assets including my spouse's exclusive of the homestead do not exceed \$25,000.00.

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$110,000.

That my interest in the ownership of the above property was acquired on 22 August, 2014, and is as follows (check one):

☒ Sole ownership
☐ Joint tenancy, held with _____
☐ Other (specify) _____

That on 22 Aug, 2014 I owned and occupied the above property as my homestead and such occupancy began on 22 August, 2014

That the taxes for improvements on the special assessments adopted by Resolution No. 41-20 on 9/22, 2020, by the City of Brainerd which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2021. (NOTE: Application for deferment shall be made each year.)

I declare under penalties of perjury that the above information is correct to the best of my knowledge and belief:

Signed Terri L. Hoefferle
Owner

I, Jennifer Bergman, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Hoefferle, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2020, in said city council chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$301.83 and interest, which is based on the unpaid principal balance payable in the year 2021 should be so deferred with interest at the annual rate of 1.6%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2020.

City Administrator

CITY OF BRAINERD

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS - RESOLUTION NO. 54:16.

TO: Jennifer Bergman, City Administrator, City of Brainerd, Minnesota

NAME <u>Adeline Twombly</u>	I am (check one)
ADDRESS <u>1003 12th Ave - NE</u> <u>Brainerd, MN 56401</u>	☒ At least 65 years of age ☐ Retired by virtue of a total or permanent disability ☐ Financial hardship exists
R.E. CODE OF PROPERTY: <u>41190660</u>	
LEGAL DESCRIPTION OF PROPERTY: <u>Lot 6 Block 20 + also W. 7 FT of the Adjacent Vacated 12th Ave NE</u>	

I, the undersigned, declare under penalties of perjury:

That I, my spouse and family combined shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of the application (see attached).

That the special assessments to be deferred exceed \$300.00.

That my total assets including my spouse's exclusive of the homestead do not exceed \$25,000.00.

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$110,000.

That my interest in the ownership of the above property was acquired on Nov. 27 2019, and is as follows (check one):

☒ Sole ownership
☐ Joint tenancy, held with _____
☐ Other (specify) _____

That on Nov 27, 2019, I owned and occupied the above property as my homestead and such occupancy began on Nov 27, 2019.

That the taxes for improvements on the special assessments adopted by Resolution No. _____ on _____, by the City of Brainerd which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2021. (NOTE: Application for deferment shall be made each year.)

I declare under penalties of perjury that the above information is correct to the best of my knowledge and belief:

Signed Adeline Twombly
OwnerI, Jennifer Bergman, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of Twombly, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2020, in said city council chambers, was duly APPROVED or DENIED.That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$ 280.55 and interest, which is based on the unpaid principal balance payable in the year 2021 should be so deferred with interest at the annual rate of 1.6 %, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2020.

City Administrator

RECEIVED

NOV - 9 2020

CITY OF BRAINERD
ADMINISTRATION

NOV - 9 2020

DEFERRED ASSESSMENTS CITY OF BRAINERD

CITY OF BRAINERD
ADMINISTRATION

APPLICATION AND AUTHORIZATION FOR DELAYED PAYMENT OF TAX ON SPECIAL ASSESSMENT FOR SENIOR CITIZENS OR DISABLED PERSONS HOMESTEAD MS. 435.193, MS. 435.194 AND/OR WHERE A FINANCIAL HARDSHIP EXISTS - RESOLUTION NO. 54:16.

TO: Jennifer Bergman, City Administrator, City of Brainerd, Minnesota

NAME <u>DERICK HINES</u>	I am (check one)
ADDRESS <u>1516 9AVE NE BRAINERD MN</u>	☐ At least 65 years of age
	☐ Retired by virtue of a total or permanent disability
	☒ Financial hardship exists
R.E. CODE OF PROPERTY: <u>41180578</u>	
LEGAL DESCRIPTION OF PROPERTY: <u>LOT 1 BLOCK 7</u>	

I, the undersigned, declare under penalties of perjury:

That I, my spouse and family combined shall not have an annual gross income in excess of the low income limits established by the Housing and Redevelopment Authority of the City of Brainerd in effect at the time of the application (see attached).

That the special assessments to be deferred exceed \$300.00.

That my total assets including my spouse's exclusive of the homestead do not exceed \$25,000.00.

That the Crow Wing County Assessor's estimated market value of my homestead is less than \$110,000.

That my interest in the ownership of the above property was acquired on 7/1/2016, and is as follows (check one):

☒ Sole ownership
☐ Joint tenancy, held with _____
☐ Other (specify) _____

That on 11/4/2020 I owned and occupied the above property as my homestead and such occupancy began on 7/1/2016.

That the taxes for improvements on the special assessments adopted by Resolution No. _____ on _____, by the City of Brainerd which have been allocated against the subject property would create undue personal hardship on my behalf and I respectfully request that payment be so deferred for the installments payable in the year 2021. (NOTE: Application for deferment shall be made each year.)

I declare under penalties of perjury that the above information is correct to the best of my knowledge and belief:

Signed DERICK HINES
Owner

I, Jennifer Bergman, City Administrator of the City of Brainerd, Crow Wing County, State of Minnesota, do hereby certify that the application of _____, above named, has been duly reviewed and that in accordance with the minutes of official record for the meeting held _____, 2020, in said city council chambers, was duly APPROVED or DENIED.

That in accordance with approval granted, that the assessment on the affiant's subject property levied for annual collection composed of principal \$ _____ and interest, which is based on the unpaid principal balance payable in the year 2021 should be so deferred with interest at the annual rate of _____%, until such time as it is deemed the applicant no longer qualifies or the property loses its eligibility.

Date: _____ 2020.

City Administrator

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

November 16, 2020

7:00 PM

City Hall Council Chambers

WebEx Teleconference Call-In Information

Call Toll-Free: 844-992-4726 Access Code: 146 940 9729

1. Improvements 13-21, 19-09, 19-16, 19-20, and 19-21 – NE Brainerd Reconstruction Project – Final Pay Estimate
2. Improvements 17-06 and 17-07 – H Street and 10th Avenue NE Reconstruction Project – Final Pay Estimate
3. Proposal for Professional Services – 2022 Highway 25 Trail Construction



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: 2020-01
Pay Request Number: 4

Project Number	Project Description
13-21	B Street Reconstruction
19-09	NE 5th Avenue Reconstruction
19-16	NE B, C, and D Street Reconstructions
19-20	Gillis Avenue Sidewalk
19-21	NE 4th Avenue Sidewalk

Contractor: Anderson Brothers Construction Company of Brainerd LLC 11325 State Hwy 210 Brainerd, MN 56401	Vendor Number: N/A Up To Date: 10/27/2020
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Contract Amount		Funds Encumbered	
Original Contract	\$1,950,724.87	Original	\$1,950,724.87
Contract Changes	\$62,815.00	Additional	N/A
Revised Contract	\$2,013,539.87	Total	\$1,950,724.87

Work Certified To Date	
Base Bid Items	\$1,889,251.82
Contract Changes	\$43,596.25
Material On Hand	\$0.00
Total	\$1,932,848.07

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$433,214.50	\$1,932,848.07	\$0.00	\$1,424,651.87	\$508,196.20	\$1,932,848.07
Percent: Retained: 0%			Percent Complete: 95.99%		

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
 10/27/2020
 Date

Approved By Anderson Brothers Construction Company of
 Brainerd LLC
 Mike Niemi
 Contractor
 10/29/2020
 Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2020-06-26	\$515,156.03	\$25,757.80	\$489,398.23
2	2020-07-24	\$501,218.24	\$25,060.92	\$476,157.32
3	2020-08-21	\$483,259.28	\$24,162.96	\$459,096.32
4	2020-10-27	\$433,214.52	\$-74,981.68	\$508,196.20

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
B Street		\$353,433.67	\$0.00	\$236,673.68	\$116,759.99	\$353,433.67
State Aid (4th Ave)		\$70,768.42	\$0.00	\$45,869.56	\$24,898.86	\$70,768.42
State Aid (Gillis Ave)		\$93,971.72	\$0.00	\$80,847.11	\$13,124.61	\$93,971.72
City Of Brainerd		\$5,500.00	\$0.00	\$5,225.00	\$275.00	\$5,500.00
State Aid (B Street)		\$891,387.50	\$0.00	\$705,786.28	\$185,601.22	\$891,387.50
State Aid (5th Ave)		\$517,786.76	\$0.00	\$350,250.27	\$167,536.49	\$517,786.76

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
19-16 B, C, & D Street Reconstructions	Local-City of Brainerd	\$116,759.99			\$353,433.67
SAP 108-118-003 (4th Ave)	Municipal (MSAS > 5000)	\$24,898.86			\$70,768.42
SAP 108-118-003 (Gillis Ave)	Municipal (MSAS > 5000)	\$13,124.61			\$93,971.72
SAP 108-139-001 (B Street)	Municipal (MSAS > 5000)	\$185,876.22			\$896,887.50
SAP 108-141-001 (5th Ave)	Municipal (MSAS > 5000)	\$167,536.49			\$517,786.76

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
13-21	1	2021.501	MOBILIZATION	LS	\$67,852.00	0.46	0	\$0.00	0.46	\$31,211.92
13-21	2	2101.524	CLEARING	TREE	\$663.75	18	0	\$0.00	20	\$13,275.00
13-21	3	2101.524	GRUBBING	TREE	\$553.10	18	0	\$0.00	22	\$12,168.20
13-21	4	2104.502	REMOVE CONCRETE STEPS	EACH	\$120.65	8	0	\$0.00	8	\$965.20
13-21	5	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$553.10	4	0	\$0.00	5	\$2,765.50
13-21	6	2104.502	REMOVE CASTING	EACH	\$60.30	9	0	\$0.00	9	\$542.70
13-21	7	2104.502	REMOVE GATE VALVE & BOX	EACH	\$110.65	4	0	\$0.00	4	\$442.60

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
13-21	8	2104.502	REMOVE CURB STOP & BOX	EACH	\$110.65	27	0	\$0.00	30	\$3,319.50
13-21	9	2104.502	SALVAGE HYDRANT	EACH	\$442.45	2	0	\$0.00	2	\$884.90
13-21	10	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$6.00	281	0	\$0.00	286	\$1,716.00
13-21	11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.65	473	0	\$0.00	483	\$1,762.95
13-21	12	2104.503	REMOVE WATER MAIN	L F	\$5.55	1037	0	\$0.00	216	\$1,198.80
13-21	13	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$7.75	166	0	\$0.00	281	\$2,177.75
13-21	14	2104.503	REMOVE CURB & GUTTER	L F	\$3.55	3873	0	\$0.00	3883	\$13,784.65
13-21	15	2104.503	REMOVE CONCRETE RETAINING WALL	L F	\$5.75	101	0	\$0.00	101	\$580.75
13-21	16	2104.503	REMOVE HANDRAIL	L F	\$30.15	12	0	\$0.00	12	\$361.80
13-21	17	2104.503	REMOVE WATER SERVICE PIPE	L F	\$3.35	844	0	\$0.00	729	\$2,442.15
13-21	18	2104.503	SALVAGE WOOD RAIL FENCE	L F	\$110.65	48	0	\$0.00	40	\$4,426.00
13-21	19	2104.503	SALVAGE RETAINING WALL	L F	\$110.65	20	0	\$0.00	0	\$0.00
13-21	20	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$8.85	213	0	\$0.00	232	\$2,053.20
13-21	21	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$2.75	137	0	\$0.00	170	\$467.50
13-21	22	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$2.20	7879	0	\$0.00	7879	\$17,333.80
13-21	23	2104.505	REMOVE CONCRETE VALLEY GUTTER	S Y	\$20.15	36	0	\$0.00	36	\$725.40
13-21	24	2104.518	REMOVE CONCRETE SIDEWALK	S F	\$1.10	4908	0	\$0.00	5158	\$5,673.80
13-21	25	2105.507	COMMON EXCAVATION (P)	C Y	\$20.00	3500	0	\$0.00	3500	\$70,000.00
13-21	26	2105.507	SELECT GRANULAR BORROW (LV)	C Y	\$33.25	56	0	\$0.00	56	\$1,862.00
13-21	27	2105.507	STABILIZING AGGREGATE	C Y	\$12.85	100	0	\$0.00	100	\$1,285.00
13-21	28	2130.523	WATER	MGAL	\$60.30	75	7.5	\$452.25	7.5	\$452.25
13-21	29	2211.509	AGGREGATE BASE CLASS 5	TON	\$20.50	2324	581	\$11,910.50	2324	\$47,642.00

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
13-21	30	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	\$74.00	1814	740	\$54,760.00	1746	\$129,204.00
13-21	31	2411.603	CONCRETE RETAINING WALL	L F	\$110.65	101	0	\$0.00	69	\$7,634.85
13-21	32	2411.603	INSTALL RETAINING WALL	L F	\$33.20	20	0	\$0.00	0	\$0.00
13-21	33	2411.607	CONCRETE STEPS	C Y	\$1,106.15	3	0	\$0.00	1.45	\$1,603.92
13-21	34	2503.503	12" RC PIPE SEWER DES 3006 CL III	L F	\$55.30	698	0	\$0.00	716	\$39,594.80
13-21	35	2503.604	4" INSULATION	S Y	\$44.25	50	0	\$0.00	59.4	\$2,628.45
13-21	36	2504.601	TEMPORARY WATER SERVICE	LS	\$22,123.55	0.5	0	\$0.00	0.5	\$11,061.78
13-21	37	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,548.65	7	0	\$0.00	9	\$13,937.85
13-21	38	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$221.25	25	0	\$0.00	25	\$5,531.25
13-21	39	2504.602	HYDRANT	EACH	\$4,977.80	1	0	\$0.00	2	\$9,955.60
13-21	40	2504.602	1" CORPORATION STOP	EACH	\$387.15	24	0	\$0.00	21	\$8,130.15
13-21	41	2504.602	6" GATE VALVE & BOX	EACH	\$2,212.35	9	0	\$0.00	10	\$22,123.50
13-21	42	2504.602	ADJUST CURB BOX	EACH	\$276.55	1	0	\$0.00	0	\$0.00
13-21	43	2504.602	1" CURB STOP & BOX	EACH	\$442.45	28	0	\$0.00	29	\$12,831.05
13-21	44	2504.603	1" TYPE K COPPER PIPE	L F	\$33.20	969	0	\$0.00	1018	\$33,797.60
13-21	45	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$60.85	1008	0	\$0.00	1023	\$62,249.55
13-21	46	2504.608	DUCTILE IRON FITTINGS	LB	\$9.95	752	0	\$0.00	404	\$4,019.80
13-21	47	2506.502	CONST DRAINAGE STRUCTURE DESIGN G OR H	EACH	\$1,880.50	2	0	\$0.00	1	\$1,880.50
13-21	48	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$2,765.45	3	0	\$0.00	3	\$8,296.35
13-21	49	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	\$4,442.75	1	0	\$0.00	1	\$4,442.75
13-21	50	2506.502	CASTING ASSEMBLY	EACH	\$1,106.20	9	4	\$4,424.80	9	\$9,955.80

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
13-21	51	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$553.10	1	0	\$0.00	4	\$2,212.40
13-21	52	2506.602	SEAL DRAINAGE STRUCTURE	EACH	\$442.45	7	4	\$1,769.80	7	\$3,097.15
13-21	53	2506.602	CONCRETE COLLAR	EACH	\$663.70	1	0	\$0.00	0	\$0.00
13-21	54	2521.518	4" CONCRETE WALK	S F	\$6.45	5031	1593	\$10,274.85	4473	\$28,850.85
13-21	55	2521.518	6" CONCRETE WALK	S F	\$10.90	1604	0	\$0.00	1228	\$13,385.20
13-21	56	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$19.85	3685	0	\$0.00	3915	\$77,712.75
13-21	57	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$30.95	206	0	\$0.00	58	\$1,795.10
13-21	58	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$73.00	399	119	\$8,687.00	353	\$25,769.00
13-21	59	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$105.10	36	0	\$0.00	15	\$1,576.50
13-21	60	2531.618	TRUNCATED DOMES	S F	\$49.80	204	0	\$0.00	192	\$9,561.60
13-21	61	2540.602	RELOCATE MAIL BOX SUPPORT	EACH	\$66.35	1	0	\$0.00	1	\$66.35
13-21	62	2540.603	METAL RAILING	L F	\$276.55	12	3	\$829.65	3	\$829.65
13-21	63	2557.603	INSTALL WOOD RAIL FENCE	L F	\$27.65	48	0	\$0.00	0	\$0.00
13-21	64	2563.601	TRAFFIC CONTROL	LS	\$10,508.65	0.46	0	\$0.00	0.46	\$4,833.98
13-21	65	2563.602	RAISED PAVEMENT MARKER TEMPORARY	EACH	\$1.10	67	0	\$0.00	0	\$0.00
13-21	66	2571.524	CONIFEROUS TREE 8' HT B&B	TREE	\$879.40	2	2	\$1,758.80	2	\$1,758.80
13-21	67	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	\$1,211.25	31	26	\$31,492.50	26	\$31,492.50
13-21	68	2572.602	TREE PRUNING	EACH	\$221.25	1	0	\$0.00	2	\$442.50
13-21	69	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$9,649.35	0.46	0	\$0.00	0.46	\$4,438.70
13-21	70	2573.501	EROSION CONTROL SUPERVISOR	LS	\$723.70	0.46	0	\$0.00	0.46	\$332.90
13-21	71	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$138.25	9	2	\$276.50	13	\$1,797.25
13-21	72	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$5.55	100	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
13-21	73	2574.507	COMMON TOPSOIL BORROW (LV)	C Y	\$36.85	516	258	\$9,507.30	516	\$19,014.60
13-21	74	2575.501	TURF ESTABLISHMENT	LS	\$33,461.85	0.46	0.23	\$7,696.23	0.46	\$15,392.45
13-21	75	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$221.25	4	0	\$0.00	0	\$0.00
13-21	76	2582.503	4" BROKEN LINE MULTI COMP	L F	\$0.85	400	340	\$289.00	340	\$289.00
13-21	77	2582.518	CROSSWALK MULTI COMP	S F	\$4.45	1062	972	\$4,325.40	972	\$4,325.40
19-09	1	2021.501	MOBILIZATION	LS	\$67,852.00	0.28	0	\$0.00	0.28	\$18,998.56
19-09	2	2101.524	CLEARING	TREE	\$663.75	3	0	\$0.00	5	\$3,318.75
19-09	3	2101.524	GRUBBING	TREE	\$553.10	3	0	\$0.00	5	\$2,765.50
19-09	4	2104.502	REMOVE SHRUB	EACH	\$241.25	3	0	\$0.00	3	\$723.75
19-09	5	2104.502	REMOVE BOLLARDS	EACH	\$241.25	1	0	\$0.00	0	\$0.00
19-09	6	2104.502	REMOVE CONCRETE STEPS	EACH	\$120.65	2	0	\$0.00	2	\$241.30
19-09	7	2104.502	REMOVE CASTING	EACH	\$60.35	6	0	\$0.00	6	\$362.10
19-09	8	2104.502	REMOVE GATE VALVE & BOX	EACH	\$110.65	4	0	\$0.00	4	\$442.60
19-09	9	2104.502	REMOVE CURB STOP & BOX	EACH	\$110.65	8	0	\$0.00	8	\$885.20
19-09	10	2104.502	SALVAGE HYDRANT	EACH	\$442.50	1	0	\$0.00	1	\$442.50
19-09	11	2104.502	SALVAGE BOULDER	EACH	\$60.30	10	0	\$0.00	10	\$603.00
19-09	12	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$6.05	204	0	\$0.00	224	\$1,355.20
19-09	13	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.65	556	0	\$0.00	597	\$2,179.05
19-09	14	2104.503	REMOVE WATER MAIN	L F	\$5.55	1290	0	\$0.00	240	\$1,332.00
19-09	15	2104.503	REMOVE CURB & GUTTER	L F	\$3.55	2523	0	\$0.00	2596	\$9,215.80
19-09	16	2104.503	REMOVE WATER SERVICE PIPE	L F	\$3.35	155	0	\$0.00	166	\$556.10
19-09	17	2104.503	SALVAGE WOOD RAIL FENCE	L F	\$110.65	20	0	\$0.00	56	\$6,196.40
19-09	18	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$8.85	260	0	\$0.00	269	\$2,380.65

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-09	19	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$2.75	462	0	\$0.00	555	\$1,526.25
19-09	20	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$2.20	5022	0	\$0.00	5041	\$11,090.20
19-09	21	2104.518	REMOVE CONCRETE SIDEWALK	S F	\$1.10	270	0	\$0.00	312	\$343.20
19-09	22	2104.518	REMOVE LANDSCAPE ROCK	S F	\$1.85	159	0	\$0.00	159	\$294.15
19-09	23	2105.507	COMMON EXCAVATION (P)	C Y	\$20.00	2100	0	\$0.00	2100	\$42,000.00
19-09	24	2105.507	STABILIZING AGGREGATE	C Y	\$12.85	100	0	\$0.00	147	\$1,888.95
19-09	25	2105.604	GEOTEXTILE FABRIC	S Y	\$2.15	116	141	\$303.15	141	\$303.15
19-09	26	2130.523	WATER	MGAL	\$36.20	50	5	\$181.00	5	\$181.00
19-09	27	2211.509	AGGREGATE BASE CLASS 5	TON	\$20.50	1602	801	\$16,420.50	1602	\$32,841.00
19-09	28	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	\$74.00	1278	1019	\$75,406.00	1104	\$81,696.00
19-09	29	2411.607	CONCRETE STEPS	C Y	\$1,106.20	1	0	\$0.00	0	\$0.00
19-09	30	2504.601	TEMPORARY WATER SERVICE	LS	\$22,123.55	0.5	0	\$0.00	0.5	\$11,061.78
19-09	31	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,548.65	6	0	\$0.00	6	\$9,291.90
19-09	32	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$221.25	8	0	\$0.00	9	\$1,991.25
19-09	33	2504.602	HYDRANT	EACH	\$4,977.80	1	0	\$0.00	1	\$4,977.80
19-09	34	2504.602	1" CORPORATION STOP	EACH	\$387.15	5	0	\$0.00	5	\$1,935.75
19-09	35	2504.602	1.5" CORPORATION STOP	EACH	\$608.40	1	0	\$0.00	2	\$1,216.80
19-09	36	2504.602	2" CORPORATION STOP	EACH	\$774.35	2	0	\$0.00	2	\$1,548.70
19-09	37	2504.602	6" GATE VALVE & BOX	EACH	\$2,212.35	10	0	\$0.00	10	\$22,123.50
19-09	38	2504.602	ADJUST CURB BOX	EACH	\$276.55	1	0	\$0.00	0	\$0.00
19-09	39	2504.602	1" CURB STOP & BOX	EACH	\$442.50	5	0	\$0.00	5	\$2,212.50
19-09	40	2504.602	1.5" CURB STOP & BOX	EACH	\$719.00	1	0	\$0.00	2	\$1,438.00
19-09	41	2504.602	2" CURB STOP & BOX	EACH	\$995.55	2	0	\$0.00	2	\$1,991.10

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-09	42	2504.603	1" TYPE K COPPER PIPE	L F	\$33.20	149	0	\$0.00	157	\$5,212.40
19-09	43	2504.603	1.5" TYPE K COPPER PIPE	L F	\$55.30	45	0	\$0.00	58	\$3,207.40
19-09	44	2504.603	2" TYPE K COPPER PIPE	L F	\$77.45	100	0	\$0.00	79	\$6,118.55
19-09	45	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$60.85	1217	0	\$0.00	1326	\$80,687.10
19-09	46	2504.608	DUCTILE IRON FITTINGS	LB	\$9.95	1262	0	\$0.00	677	\$6,736.15
19-09	47	2506.502	CASTING ASSEMBLY	EACH	\$995.55	5	2	\$1,991.10	2	\$1,991.10
19-09	48	2506.602	SEAL DRAINAGE STRUCTURE	EACH	\$442.50	5	2	\$885.00	2	\$885.00
19-09	49	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$1,106.20	1	1	\$1,106.20	1	\$1,106.20
19-09	50	2511.602	PLACE BOULDER	EACH	\$28.90	10	10	\$289.00	10	\$289.00
19-09	51	2521.518	4" CONCRETE WALK	S F	\$6.45	259	162	\$1,044.90	320	\$2,064.00
19-09	52	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$19.85	2608	0	\$0.00	2300	\$45,655.00
19-09	53	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$31.00	58	0	\$0.00	0	\$0.00
19-09	54	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$73.00	327	256	\$18,688.00	391	\$28,543.00
19-09	55	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$105.10	88	0	\$0.00	113	\$11,876.30
19-09	56	2531.618	TRUNCATED DOMES	S F	\$49.75	12	12	\$597.00	12	\$597.00
19-09	57	2540.603	LANDSCAPE EDGER	L F	\$5.55	40	26	\$144.30	26	\$144.30
19-09	58	2557.603	INSTALL WOOD RAIL FENCE	L F	\$27.65	20	0	\$0.00	0	\$0.00
19-09	59	2563.601	TRAFFIC CONTROL	LS	\$10,508.70	0.28	0	\$0.00	0.28	\$2,942.44
19-09	60	2563.602	RAISED PAVEMENT MARKER TEMPORARY	EACH	\$1.10	35	0	\$0.00	0	\$0.00
19-09	61	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	\$1,211.25	8	9	\$10,901.25	9	\$10,901.25
19-09	62	2572.602	TREE PRUNING	EACH	\$221.25	1	0	\$0.00	0	\$0.00
19-09	63	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$9,649.35	0.28	0	\$0.00	0.28	\$2,701.82
19-09	64	2573.501	EROSION CONTROL SUPERVISOR	LS	\$723.70	0.28	0	\$0.00	0.28	\$202.64

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-09	65	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$138.30	6	0	\$0.00	6	\$829.80
19-09	66	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$5.55	100	0	\$0.00	0	\$0.00
19-09	67	2574.507	COMMON TOPSOIL BORROW (LV)	C Y	\$36.70	218	218	\$8,000.60	218	\$8,000.60
19-09	68	2575.501	TURF ESTABLISHMENT	LS	\$33,461.85	0.28	0.28	\$9,369.32	0.28	\$9,369.32
19-09	69	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$221.25	2	0	\$0.00	0	\$0.00
19-09	70	2575.604	MULCH MATERIAL TYPE SPECIAL	S Y	\$10.50	100	100	\$1,050.00	100	\$1,050.00
19-09	71	2575.607	LANDSCAPE ROCK	C Y	\$120.60	2	7	\$844.20	7	\$844.20
19-09	72	2582.503	4" BROKEN LINE MULTI COMP	L F	\$0.85	200	180	\$153.00	180	\$153.00
19-09	73	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	\$1.65	260	144	\$237.60	144	\$237.60
19-09	74	2582.518	PAVT MSSG MULTI COMP	S F	\$9.05	30	85	\$769.25	85	\$769.25
19-09	75	2582.518	CROSSWALK MULTI COMP	S F	\$4.45	180	162	\$720.90	162	\$720.90
19-16	1	2021.501	MOBILIZATION	LS	\$67,852.00	0.18	0	\$0.00	0.18	\$12,213.36
19-16	2	2104.502	REMOVE CONCRETE STEPS	EACH	\$120.65	5	0	\$0.00	5	\$603.25
19-16	3	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$553.10	1	0	\$0.00	1	\$553.10
19-16	4	2104.502	REMOVE CASTING	EACH	\$60.30	2	0	\$0.00	2	\$120.60
19-16	5	2104.502	SALVAGE HYDRANT	EACH	\$442.45	1	0	\$0.00	1	\$442.45
19-16	6	2104.502	SALVAGE BOULDER	EACH	\$60.30	32	0	\$0.00	32	\$1,929.60
19-16	7	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$6.00	40	0	\$0.00	66	\$396.00
19-16	8	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.65	793	0	\$0.00	822	\$3,000.30
19-16	9	2104.503	REMOVE WATER MAIN	L F	\$5.55	11	0	\$0.00	11	\$61.05
19-16	10	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$7.75	26	0	\$0.00	26	\$201.50
19-16	11	2104.503	REMOVE CURB & GUTTER	L F	\$3.55	1676	0	\$0.00	1709	\$6,066.95
19-16	12	2104.503	REMOVE HANDRAIL	L F	\$12.00	12	0	\$0.00	12	\$144.00

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-16	13	2104.503	REMOVE WATER SERVICE PIPE	L F	\$3.35	243	0	\$0.00	0	\$0.00
19-16	14	2104.503	SALVAGE WOOD RAIL FENCE	L F	\$110.65	10	30	\$3,319.50	30	\$3,319.50
19-16	15	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$8.85	50	0	\$0.00	103	\$911.55
19-16	16	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$2.75	459	0	\$0.00	538	\$1,479.50
19-16	17	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$2.20	4418	0	\$0.00	4502	\$9,904.40
19-16	18	2104.518	REMOVE CONCRETE SIDEWALK	S F	\$1.10	73	0	\$0.00	73	\$80.30
19-16	19	2104.518	REMOVE LANDSCAPE ROCK	S F	\$0.60	670	336	\$201.60	336	\$201.60
19-16	20	2105.507	COMMON EXCAVATION (P)	C Y	\$20.00	2432	0	\$0.00	2433	\$48,660.00
19-16	21	2105.507	STABILIZING AGGREGATE	C Y	\$12.85	75	0	\$0.00	75	\$963.75
19-16	22	2105.604	GEOTEXTILE FABRIC	S Y	\$2.15	114	67	\$144.05	67	\$144.05
19-16	23	2130.523	WATER	MGAL	\$60.30	70	6	\$361.80	6	\$361.80
19-16	24	2211.509	AGGREGATE BASE CLASS 5	TON	\$20.50	1357	354	\$7,257.00	1357	\$27,818.50
19-16	25	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	\$74.00	1056	568	\$42,032.00	1107	\$81,918.00
19-16	26	2411.607	CONCRETE STEPS	C Y	\$1,106.20	2	0	\$0.00	3.71	\$4,104.00
19-16	27	2503.503	12" RC PIPE SEWER DES 3006 CL III	L F	\$55.30	42	0	\$0.00	42	\$2,322.60
19-16	28	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,548.65	2	0	\$0.00	1	\$1,548.65
19-16	29	2504.602	HYDRANT	EACH	\$4,977.80	1	1	\$4,977.80	1	\$4,977.80
19-16	30	2504.602	ADJUST VALVE BOX-WATER	EACH	\$221.25	3	0	\$0.00	1	\$221.25
19-16	31	2504.602	6" GATE VALVE & BOX	EACH	\$2,212.35	1	0	\$0.00	1	\$2,212.35
19-16	32	2504.602	ADJUST CURB BOX	EACH	\$276.55	3	2	\$553.10	2	\$553.10
19-16	33	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$60.85	18	0	\$0.00	6	\$365.10
19-16	34	2504.608	DUCTILE IRON FITTINGS	LB	\$9.95	156	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
19-16	35	2506.502	CONST DRAINAGE STRUCTURE DESIGN G OR H	EACH	\$1,880.50	1	0	\$0.00	1	\$1,880.50
19-16	36	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$2,765.45	1	0	\$0.00	1	\$2,765.45
19-16	37	2506.502	CASTING ASSEMBLY	EACH	\$1,106.20	3	1	\$1,106.20	2	\$2,212.40
19-16	38	2506.602	PLUG DRAINAGE STRUCTURE	EACH	\$663.75	1	1	\$663.75	2	\$1,327.50
19-16	39	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$553.10	1	0	\$0.00	1	\$553.10
19-16	40	2511.602	PLACE BOULDER	EACH	\$11.55	32	32	\$369.60	32	\$369.60
19-16	41	2521.518	4" CONCRETE WALK	S F	\$6.45	57	6	\$38.70	6	\$38.70
19-16	42	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$19.85	2005	4	\$79.40	1986	\$39,422.10
19-16	43	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$73.00	72	109	\$7,957.00	109	\$7,957.00
19-16	44	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$105.10	205	0	\$0.00	103	\$10,825.30
19-16	45	2540.602	RELOCATE MAIL BOX SUPPORT	EACH	\$66.35	2	0	\$0.00	0	\$0.00
19-16	46	2540.603	METAL RAILING	L F	\$276.55	12	19	\$5,254.45	19	\$5,254.45
19-16	47	2540.603	LANDSCAPE EDGER	L F	\$5.55	250	0	\$0.00	0	\$0.00
19-16	48	2557.603	INSTALL WOOD RAIL FENCE	L F	\$27.65	10	30	\$829.50	30	\$829.50
19-16	49	2563.601	TRAFFIC CONTROL	LS	\$10,508.70	0.18	0	\$0.00	0.18	\$1,891.57
19-16	50	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	\$1,211.25	9	12	\$14,535.00	12	\$14,535.00
19-16	51	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$9,649.35	0.18	0	\$0.00	0.18	\$1,736.88
19-16	52	2573.501	EROSION CONTROL SUPERVISOR	LS	\$723.70	0.18	0	\$0.00	0.09	\$65.13
19-16	53	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$138.25	7	2	\$276.50	7	\$967.75
19-16	54	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$5.55	100	0	\$0.00	0	\$0.00
19-16	55	2574.507	COMMON TOPSOIL BORROW (LV)	C Y	\$42.85	230	170	\$7,284.50	230	\$9,855.50
19-16	56	2575.501	TURF ESTABLISHMENT	LS	\$33,461.85	0.18	0.18	\$6,023.13	0.18	\$6,023.13

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-16	57	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$221.25	3	0	\$0.00	0	\$0.00
19-16	58	2575.604	MULCH MATERIAL TYPE SPECIAL	S Y	\$10.50	40	30	\$315.00	30	\$315.00
19-16	59	2575.607	LANDSCAPE ROCK	C Y	\$120.65	10	6	\$723.90	6	\$723.90
19-20	1	2021.501	MOBILIZATION	LS	\$67,852.00	0.04	0	\$0.00	0.04	\$2,714.08
19-20	2	2101.524	CLEARING	TREE	\$663.75	2	0	\$0.00	3	\$1,991.25
19-20	3	2101.524	GRUBBING	TREE	\$553.10	2	0	\$0.00	4	\$2,212.40
19-20	4	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$6.05	85	0	\$0.00	85	\$514.25
19-20	5	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.65	270	0	\$0.00	270	\$985.50
19-20	6	2104.503	REMOVE CURB & GUTTER	L F	\$3.55	222	0	\$0.00	222	\$788.10
19-20	7	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$8.85	99	0	\$0.00	99	\$876.15
19-20	8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$7.00	75	0	\$0.00	88	\$616.00
19-20	9	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$2.20	489	0	\$0.00	489	\$1,075.80
19-20	10	2104.505	REMOVE CONCRETE VALLEY GUTTER	S Y	\$20.70	35	0	\$0.00	35	\$724.50
19-20	11	2104.518	REMOVE CONCRETE SIDEWALK	S F	\$1.10	986	0	\$0.00	1112	\$1,223.20
19-20	12	2105.507	COMMON EXCAVATION (P)	C Y	\$20.00	183	0	\$0.00	183	\$3,660.00
19-20	13	2105.507	SELECT GRANULAR BORROW (LV)	C Y	\$33.25	46	0	\$0.00	46	\$1,529.50
19-20	14	2105.507	STABILIZING AGGREGATE	C Y	\$12.85	25	0	\$0.00	24	\$308.40
19-20	15	2211.509	AGGREGATE BASE CLASS 5	TON	\$20.50	141	0	\$0.00	141	\$2,890.50
19-20	16	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	\$74.00	116	0	\$0.00	149	\$11,026.00
19-20	17	2504.602	ADJUST CURB BOX	EACH	\$276.55	6	0	\$0.00	6	\$1,659.30
19-20	18	2521.518	4" CONCRETE WALK	S F	\$6.45	1667	0	\$0.00	1369	\$8,830.05
19-20	19	2521.518	6" CONCRETE WALK	S F	\$10.90	857	0	\$0.00	578	\$6,300.20

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-20	20	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$30.95	244	0	\$0.00	250	\$7,737.50
19-20	21	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$73.00	150	0	\$0.00	190	\$13,870.00
19-20	22	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$105.10	42	0	\$0.00	31	\$3,258.10
19-20	23	2531.618	TRUNCATED DOMES	S F	\$49.75	96	0	\$0.00	96	\$4,776.00
19-20	24	2563.601	TRAFFIC CONTROL	LS	\$10,508.65	0.04	0	\$0.00	0.04	\$420.35
19-20	25	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	\$1,211.25	5	6	\$7,267.50	6	\$7,267.50
19-20	26	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$9,649.35	0.04	0	\$0.00	0.04	\$385.97
19-20	27	2573.501	EROSION CONTROL SUPERVISOR	LS	\$723.70	0.04	0	\$0.00	0.04	\$28.95
19-20	28	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$138.25	2	0	\$0.00	2	\$276.50
19-20	29	2574.507	COMMON TOPSOIL BORROW (LV)	C Y	\$42.85	72	0	\$0.00	72	\$3,085.20
19-20	30	2575.501	TURF ESTABLISHMENT	LS	\$33,461.85	0.04	0	\$0.00	0.04	\$1,338.47
19-20	31	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$221.25	1	0	\$0.00	0	\$0.00
19-20	32	2582.518	CROSSWALK MULTI COMP	S F	\$4.45	280	360	\$1,602.00	360	\$1,602.00
19-21	1	2021.501	MOBILIZATION	LS	\$62,875.00	0.04	0	\$0.00	0.04	\$2,515.00
19-21	2	2101.524	CLEARING	TREE	\$663.75	5	0	\$0.00	3	\$1,991.25
19-21	3	2101.524	GRUBBING	TREE	\$553.10	6	0	\$0.00	4	\$2,212.40
19-21	4	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$6.05	34	0	\$0.00	34	\$205.70
19-21	5	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.65	163	0	\$0.00	163	\$594.95
19-21	6	2104.503	REMOVE CURB & GUTTER	L F	\$3.55	151	10	\$35.50	161	\$571.55
19-21	7	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$45.00	16	0	\$0.00	31	\$1,395.00
19-21	8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$2.75	118	0	\$0.00	0	\$0.00
19-21	9	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$2.20	33	0	\$0.00	33	\$72.60

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
19-21	10	2104.518	REMOVE CONCRETE SIDEWALK	S F	\$1.85	470	0	\$0.00	614	\$1,135.90
19-21	11	2105.507	COMMON EXCAVATION (P)	C Y	\$20.00	174	0	\$0.00	174	\$3,480.00
19-21	12	2105.507	SELECT GRANULAR BORROW (LV)	C Y	\$38.95	65	0	\$0.00	65	\$2,531.75
19-21	13	2105.507	STABILIZING AGGREGATE	C Y	\$12.00	30	0	\$0.00	30	\$360.00
19-21	14	2211.509	AGGREGATE BASE CLASS 5	TON	\$20.50	31	31	\$635.50	31	\$635.50
19-21	15	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B) SPECIAL	TON	\$74.00	110	16	\$1,184.00	16	\$1,184.00
19-21	16	2504.602	ADJUST CURB BOX	EACH	\$276.55	4	4	\$1,106.20	4	\$1,106.20
19-21	17	2521.518	4" CONCRETE WALK	S F	\$6.50	2679	246	\$1,599.00	2805	\$18,232.50
19-21	18	2521.518	6" CONCRETE WALK	S F	\$10.90	273	199	\$2,169.10	199	\$2,169.10
19-21	19	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$31.00	176	61	\$1,891.00	225	\$6,975.00
19-21	20	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$73.00	133	34	\$2,482.00	136	\$9,928.00
19-21	21	2531.618	TRUNCATED DOMES	S F	\$49.80	36	48	\$2,390.40	48	\$2,390.40
19-21	22	2563.601	TRAFFIC CONTROL	LS	\$10,508.70	0.04	0	\$0.00	0.04	\$420.35
19-21	23	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	\$1,211.25	6	6	\$7,267.50	6	\$7,267.50
19-21	24	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$9,650.00	0.04	0.04	\$386.00	0.04	\$386.00
19-21	25	2573.501	EROSION CONTROL SUPERVISOR	LS	\$723.70	0.04	0	\$0.00	0.04	\$28.95
19-21	26	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$138.25	4	0	\$0.00	4	\$553.00
19-21	27	2574.507	COMMON TOPSOIL BORROW (LV)	C Y	\$32.95	66	0	\$0.00	33	\$1,087.35
19-21	28	2575.501	TURF ESTABLISHMENT	LS	\$33,461.85	0.04	0.04	\$1,338.47	0.04	\$1,338.47
19-21	29	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$221.25	1	0	\$0.00	0	\$0.00
Base Bid Totals:								\$433,214.50		\$1,889,251.82

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
19-16	Local	\$104,303.48	\$327,349.42

19-21	4th Ave Sidewalk	\$22,484.67	\$70,768.42
19-20	Gillis Sidewalk	\$8,869.50	\$93,971.72
19-09	5th Ave	\$149,102.27	\$517,786.76
13-21	B Street	\$148,454.58	\$879,375.50

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
13-21	CO	1	78	2504.601	TEMPORARY WATER SERVICE	LS	\$3,000.00	1	0	\$0.00	1	\$3,000.00
13-21	CO	1	79	2506.502	CONST DRAINAGE STRUCTURE DESIGN G OR H	EACH	\$1,250.00	1	0	\$0.00	1	\$1,250.00
13-21	CO	1	80	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$1,250.00	1	0	\$0.00	1	\$1,250.00
13-21	CO	2	81	2451.607 00380	Rock Bedding	L F	\$16.50	662	0	\$0.00	728	\$12,012.00
19-16	CO	2	60	2502.503	12" CM PIPE DRAIN	L F	\$53.90	100	0	\$0.00	100	\$5,390.00
19-16	CO	3	61	2105.507	SUBGRADE EXCAVATION	C Y	\$20.00	1185	0	\$0.00	615	\$12,300.00
19-16	CO	3	62	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$1.00	1777	0	\$0.00	922	\$922.00
19-16	CO	3	63	2105.609	SELECT GRANULAR BORROW	TON	\$6.75	2300	0	\$0.00	1107	\$7,472.25
Contract Change Totals:										\$0.00		\$43,596.25

Contract Total	\$1,932,848.07
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	Changes to storm structures 114 and 115. Lowering those 2 structures to modify the storm sewer run on B Street from NE 4th Avenue to NE 5th Avenue. The changes were made to lower the run and avoid a utility duct mid-block at the alley between 4th and 5th Avenue. Additional temporary water for shutting down locations off of the project site in order to complete the planned watermain work on the project.	\$0.00	\$5,500.00
2	This change order is for rock bedding for the installation of watermain, as soils in locations on B Street and NE 5th Avenue were found unsuitable and allowing for correct installation of pipe. There is also an additional item for 12" CMP that is being replaced at the McDonald's entrance off of B Street, going east towards the storm pond. This is to ensure that the existing/aging CMP is out of the newly constructed surface. (Neither items are State Aid Eligible)	\$0.00	\$17,402.00
3	This change order is for a subcut on B Street between NE 5th Avenue and the East Brainerd Mall Parking lot. As grading was beginning, the location was found to have unsuitable soils for construction. A 2' subcut will be completed, and replaced with a sand section. (Not State Aid Eligible)	\$0.00	\$20,694.25

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

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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>	

Contract Number: 2019-01
Pay Request Number: 6

Project Number	Project Description
17-07	10th Avenue NE Reconstruction
18-05	1st Avenue NE Sidewalk Improvements
SAP 108-119-006	H Street Reconstruction and Sidewalk Improvements

Contractor: Anderson Brothers Construction Company of Brainerd LLC 11325 State Hwy 210 Brainerd, MN 56401	Vendor Number: N/A Up To Date: 11/10/2020
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Contract Amount**Funds Encumbered**

Original Contract	\$1,017,349.37	Original	\$1,017,349.37
Contract Changes	\$9,505.88	Additional	N/A
Revised Contract	\$1,026,855.25	Total	\$1,017,349.37

Work Certified To Date

Base Bid Items	\$991,076.18
Contract Changes	\$9,505.88
Material On Hand	\$0.00
Total	\$1,000,582.06

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$36,910.38	\$1,000,582.06	\$0.00	\$954,034.98	\$46,547.08	\$1,000,582.06
Percent: Retained: 0%			Percent Complete: 97.44%		

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

Mike Niemi

County/City/Project Engineer

11/11/2020

Date

Approved By Anderson Brothers Construction Company of
Brainerd LLC
Paul Sandy

Contractor

11/12/2020

Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2019-06-21	\$155,322.62	\$7,766.13	\$147,556.49
2	2019-07-26	\$682,111.24	\$34,105.57	\$648,005.67
3	2019-08-23	\$39,827.53	\$1,991.37	\$37,836.16
4	2019-09-27	\$49,303.46	\$2,465.17	\$46,838.29
5	2019-10-25	\$37,106.84	\$-36,691.53	\$73,798.37
6	2020-11-10	\$36,910.37	\$-9,636.71	\$46,547.08

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
10th Avenue NE	0	\$352,107.22	\$0.00	\$344,209.56	\$7,897.66	\$352,107.22
17-06 H Street Reconstruction	11	\$440,871.68	\$0.00	\$418,060.05	\$22,811.63	\$440,871.68
1st Ave NE Sidewalk	0	\$23,502.52	\$0.00	\$23,219.81	\$282.71	\$23,502.52
City Funds	2	\$70,389.74	\$0.00	\$69,685.84	\$703.90	\$70,389.74
Storm Sewer	0	\$113,710.90	\$0.00	\$98,859.72	\$14,851.18	\$113,710.90

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
401-41706-5530	Municipal (MSAS > 5000)	\$38,366.71			\$624,972.32
401-41707-5530	Local-City of Brainerd	\$7,897.66			\$352,107.22
401-41805-5530	Local-City of Brainerd	\$282.71			\$23,502.52

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
17-07	1	2021.501	MOBILIZATION	LS	\$44,330.12	0.33	0	\$0.00	0.33	\$14,628.94
17-07	2	2104.502	REMOVE CONCRETE STEPS	EACH	\$195.00	9	0	\$0.00	9	\$1,755.00
17-07	3	2104.502	REMOVE CATCH BASIN	EACH	\$132.55	1	0	\$0.00	1	\$132.55
17-07	4	2104.502	REMOVE CASTING	EACH	\$132.55	4	0	\$0.00	4	\$530.20
17-07	5	2104.502	REMOVE CURB STOP & BOX	EACH	\$138.25	12	0	\$0.00	12	\$1,659.00
17-07	6	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.80	112	0	\$0.00	112	\$649.60
17-07	7	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$3.50	461	0	\$0.00	364	\$1,274.00
17-07	8	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$22.15	22	0	\$0.00	8	\$177.20
17-07	9	2104.503	REMOVE CURB & GUTTER	L F	\$2.75	3616	0	\$0.00	3773	\$10,375.75

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
17-07	10	2104.503	REMOVE WATER SERVICE PIPE	L F	\$3.35	354	0	\$0.00	357	\$1,195.95
17-07	11	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$9.65	158	0	\$0.00	294	\$2,837.10
17-07	12	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$2.00	7414	0	\$0.00	7415	\$14,830.00
17-07	13	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$8.10	33	0	\$0.00	77	\$623.70
17-07	14	2104.518	REMOVE CONCRETE SIDEWALK	S F	\$2.35	482	0	\$0.00	620	\$1,457.00
17-07	15	2105.507	COMMON EXCAVATION (P)	C Y	\$17.15	1084	0	\$0.00	1084	\$18,590.60
17-07	16	2105.507	STABILIZING AGGREGATE	C Y	\$20.00	50	0	\$0.00	50	\$1,000.00
17-07	17	2130.523	WATER	MGAL	\$52.00	50	0	\$0.00	50	\$2,600.00
17-07	18	2211.509	AGGREGATE BASE CLASS 5	TON	\$32.55	1587	0	\$0.00	1587	\$51,656.85
17-07	19	2301.507	STRUCTURAL CONCRETE	C Y	\$4,645.00	4	0	\$0.00	2.5	\$11,612.50
17-07	20	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	\$71.10	915	0	\$0.00	999	\$71,028.90
17-07	21	2503.503	12" PVC PIPE SEWER	L F	\$46.45	12	0	\$0.00	8	\$371.60
17-07	22	2503.503	12" RC PIPE SEWER CLASS III	L F	\$47.90	10	0	\$0.00	10	\$479.00
17-07	23	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$420.25	12	0	\$0.00	12	\$5,043.00
17-07	24	2504.602	ADJUST VALVE BOX-WATER	EACH	\$270.95	3	0	\$0.00	3	\$812.85
17-07	25	2504.602	1" CORPORATION STOP	EACH	\$359.40	12	0	\$0.00	12	\$4,312.80
17-07	26	2504.602	ADJUST CURB BOX	EACH	\$138.25	14	0	\$0.00	14	\$1,935.50
17-07	27	2504.602	1" CURB STOP & BOX	EACH	\$390.40	12	0	\$0.00	12	\$4,684.80
17-07	28	2504.603	1" TYPE K COPPER PIPE	L F	\$41.40	354	0	\$0.00	373	\$15,442.20
17-07	29	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$3,372.90	1	0	\$0.00	1	\$3,372.90
17-07	30	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$975.40	2	0	\$0.00	2	\$1,950.80
17-07	31	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$1,555.00	4	2	\$3,110.00	4	\$6,220.00

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
17-07	32	2521.518	4" CONCRETE WALK	S F	\$6.40	451	0	\$0.00	266	\$1,702.40
17-07	33	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$14.90	3391	0	\$0.00	3470	\$51,703.00
17-07	34	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$38.75	248	0	\$0.00	285	\$11,043.75
17-07	35	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$59.75	182	0	\$0.00	125	\$7,468.75
17-07	36	2540.602	SALVAGE AND REINSTALL MAILBOX	EACH	\$138.06	1	0	\$0.00	0	\$0.00
17-07	37	2540.602	TEMPORARY MAILBOX SUPPORT	EACH	\$17.83	1	0	\$0.00	1	\$17.83
17-07	38	2563.601	TRAFFIC CONTROL	LS	\$15,769.43	0.33	0	\$0.00	0.33	\$5,203.91
17-07	39	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$577.95	0.33	0	\$0.00	0.33	\$190.72
17-07	40	2573.501	EROSION CONTROL SUPERVISOR	LS	\$577.95	0.33	0	\$0.00	0.33	\$190.72
17-07	41	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$144.50	8	0	\$0.00	5	\$722.50
17-07	42	2574.507	COMMON TOPSOIL BORROW	C Y	\$38.40	397	0	\$0.00	397	\$15,244.80
17-07	43	2575.501	TURF ESTABLISHMENT	LS	\$9,635.00	0.33	0.08	\$770.80	0.33	\$3,179.55
17-07	44	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$553.00	3	0	\$0.00	3	\$1,659.00
18-05	1	2021.501	MOBILIZATION	LS	\$68,000.00	0.02	0	\$0.00	0.02	\$1,360.00
18-05	2	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.75	10	0	\$0.00	10	\$57.50
18-05	3	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$3.50	44	0	\$0.00	45	\$157.50
18-05	4	2104.503	REMOVE CURB & GUTTER	L F	\$9.00	40	0	\$0.00	45	\$405.00
18-05	5	2104.503	REMOVE WOVEN WIRE FENCE	L F	\$10.30	10	0	\$0.00	0	\$0.00
18-05	6	2104.518	REMOVE CONCRETE SIDEWALK	S F	\$2.35	113	0	\$0.00	80	\$188.00
18-05	7	2105.507	COMMON EXCAVATION (P)	C Y	\$25.10	81	0	\$0.00	81	\$2,033.10
18-05	8	2105.507	SELECT GRANULAR BORROW (LV)	C Y	\$35.45	15	0	\$0.00	15	\$531.75
18-05	9	2211.509	AGGREGATE BASE CLASS 5	TON	\$57.80	6	0	\$0.00	6	\$346.80

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
18-05	10	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	\$115.60	4	0	\$0.00	2	\$231.20
18-05	11	2504.602	ADJUST CURB BOX	EACH	\$138.25	5	0	\$0.00	4	\$553.00
18-05	12	2521.518	4" CONCRETE WALK	S F	\$6.40	744	0	\$0.00	1750	\$11,200.00
18-05	13	2104.502	REMOVE SHRUB	EACH	\$115.60	1	0	\$0.00	1	\$115.60
18-05	14	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$14.75	9	0	\$0.00	10	\$147.50
18-05	15	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$33.20	40	0	\$0.00	45	\$1,494.00
18-05	16	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$59.75	13	0	\$0.00	3	\$179.25
18-05	17	2540.602	SALVAGE AND REINSTALL MAILBOX	EACH	\$144.33	7	0	\$0.00	7	\$1,010.31
18-05	18	2563.601	TRAFFIC CONTROL	LS	\$46,087.61	0.02	0	\$0.00	0.02	\$921.75
18-05	19	2572.602	TREE PRUNING	EACH	\$346.80	2	0	\$0.00	0	\$0.00
18-05	20	2573.501	EROSION CONTROL SUPERVISOR	LS	\$577.95	0.02	0	\$0.00	0.02	\$11.56
18-05	21	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$577.95	0.02	0	\$0.00	0	\$0.00
18-05	22	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$144.50	2	0	\$0.00	1	\$144.50
18-05	23	2574.507	COMMON TOPSOIL BORROW (LV)	C Y	\$43.20	45	0	\$0.00	45	\$1,944.00
18-05	24	2575.501	TURF ESTABLISHMENT	LS	\$9,635.00	0.02	0.005	\$48.18	0.02	\$192.70
18-05	25	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$555.00	0.5	0	\$0.00	0.5	\$277.50
SAP 108-119-006	1	2021.501	MOBILIZATION	LS	\$15,000.00	0.65	0	\$0.00	0.65	\$9,750.00
SAP 108-119-006	2	2101.524	CLEARING	TREE	\$133.20	4	0	\$0.00	6	\$799.20
SAP 108-119-006	3	2101.524	GRUBBING	TREE	\$133.20	4	0	\$0.00	6	\$799.20
SAP 108-119-006	4	2104.502	REMOVE CONCRETE STEPS	EACH	\$193.40	11	0	\$0.00	11	\$2,127.40
SAP 108-119-006	5	2104.502	REMOVE CATCH BASIN	EACH	\$66.30	18	0	\$0.00	18	\$1,193.40
SAP 108-119-006	6	2104.502	REMOVE CASTING	EACH	\$66.30	10	0	\$0.00	10	\$663.00
SAP 108-119-006	7	2104.502	REMOVE CURB STOP & BOX	EACH	\$138.25	13	0	\$0.00	13	\$1,797.25

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 108-119-006	8	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.80	141	0	\$0.00	174	\$1,009.20
SAP 108-119-006	9	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.50	773	0	\$0.00	572	\$2,002.00
SAP 108-119-006	10	2104.503	REMOVE WATER MAIN	L F	\$13.30	24	0	\$0.00	24	\$319.20
SAP 108-119-006	11	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$4.50	738	215	\$967.50	738	\$3,321.00
SAP 108-119-006	12	2104.503	REMOVE CURB & GUTTER	L F	\$2.35	3639	0	\$0.00	3673	\$8,631.55
SAP 108-119-006	13	2104.503	REMOVE WATER SERVICE PIPE	L F	\$3.35	575	0	\$0.00	250	\$837.50
SAP 108-119-006	14	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$4.75	158	0	\$0.00	220	\$1,045.00
SAP 108-119-006	15	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$14.05	25	0	\$0.00	38	\$533.90
SAP 108-119-006	16	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$2.65	9747	0	\$0.00	9844	\$26,086.60
SAP 108-119-006	17	2104.518	REMOVE CONCRETE SIDEWALK	S F	\$1.50	180	0	\$0.00	340	\$510.00
SAP 108-119-006	18	2105.507	COMMON EXCAVATION (P)	C Y	\$13.85	1553	0	\$0.00	1553	\$21,509.05
SAP 108-119-006	19	2105.507	SELECT GRANULAR BORROW (LV)	C Y	\$26.00	59	0	\$0.00	56	\$1,456.00
SAP 108-119-006	20	2105.507	STABILIZING AGGREGATE	C Y	\$51.85	50	0	\$0.00	50	\$2,592.50
SAP 108-119-006	21	2130.523	WATER	MGAL	\$52.00	50	0	\$0.00	50	\$2,600.00
SAP 108-119-006	22	2211.509	AGGREGATE BASE CLASS 5	TON	\$18.00	2297	0	\$0.00	2297	\$41,346.00
SAP 108-119-006	23	2301.507	STRUCTURAL CONCRETE	C Y	\$4,645.00	9	0	\$0.00	3	\$13,935.00
SAP 108-119-006	24	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	\$72.15	1854	0	\$0.00	1903	\$137,301.45
SAP 108-119-006	25	2503.503	12" RC PIPE SEWER CLASS III	L F	\$47.90	681	269	\$12,885.10	681	\$32,619.90
SAP 108-119-006	26	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,045.00	4	0	\$0.00	2	\$2,090.00
SAP 108-119-006	27	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$420.25	12	0	\$0.00	12	\$5,043.00
SAP 108-119-006	28	2504.602	ADJUST VALVE BOX-WATER	EACH	\$270.95	9	0	\$0.00	9	\$2,438.55
SAP 108-119-006	29	2504.602	1" CORPORATION STOP	EACH	\$360.00	13	0	\$0.00	13	\$4,680.00

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 108-119-006	30	2504.602	8" GATE VALVE & BOX	EACH	\$1,062.00	3	0	\$0.00	3	\$3,186.00
SAP 108-119-006	31	2504.602	12" GATE VALVE & BOX	EACH	\$3,545.00	1	0	\$0.00	1	\$3,545.00
SAP 108-119-006	32	2504.602	ADJUST CURB BOX	EACH	\$360.00	13	0	\$0.00	13	\$4,680.00
SAP 108-119-006	33	2504.602	1" CURB STOP & BOX	EACH	\$390.40	13	0	\$0.00	13	\$5,075.20
SAP 108-119-006	34	2504.603	1" TYPE K COPPER PIPE	L F	\$41.35	420	0	\$0.00	420	\$17,367.00
SAP 108-119-006	35	2504.603	8" WATERMAIN DUCTILE IRON CL 52	L F	\$46.60	350	0	\$0.00	336	\$15,657.60
SAP 108-119-006	36	2504.603	12" WATERMAIN DUCTILE IRON CL 52	L F	\$118.35	10	0	\$0.00	10	\$1,183.50
SAP 108-119-006	37	2504.604	4" INSULATION	S Y	\$24.35	15	0	\$0.00	13.55	\$329.94
SAP 108-119-006	38	2504.608	DUCTILE IRON FITTINGS	LB	\$9.00	333	0	\$0.00	240	\$2,160.00
SAP 108-119-006	39	2506.502	CONST DRAINAGE STRUCTURE DESIGN G OR H	EACH	\$2,267.00	8	0	\$0.00	8	\$18,136.00
SAP 108-119-006	40	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$3,505.60	10	0	\$0.00	10	\$35,056.00
SAP 108-119-006	41	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	L F	\$2,655.00	1	0	\$0.00	1	\$2,655.00
SAP 108-119-006	42	2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$398.10	10	0	\$0.00	10	\$3,981.00
SAP 108-119-006	43	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$1,183.30	11	0	\$0.00	11	\$13,016.30
SAP 108-119-006	44	2506.602	CASTING SEAL	EACH	\$425.75	10	0	\$0.00	8	\$3,406.00
SAP 108-119-006	45	2521.518	4" CONCRETE WALK	S F	\$5.25	2714	0	\$0.00	2825	\$14,831.25
SAP 108-119-006	46	2521.518	6" CONCRETE WALK	S F	\$7.45	500	0	\$0.00	500	\$3,725.00
SAP 108-119-006	47	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$14.90	3682	95	\$1,415.50	3738	\$55,696.20
SAP 108-119-006	48	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$38.70	349	414	\$16,021.80	499	\$19,311.30
SAP 108-119-006	49	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$59.75	225	0	\$0.00	233	\$13,921.75
SAP 108-119-006	50	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$99.55	14	0	\$0.00	47	\$4,678.85

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 108-119-006	51	2531.618	TRUNCATED DOMES	S F	\$44.25	112	0	\$0.00	107	\$4,734.75
SAP 108-119-006	52	2563.601	TRAFFIC CONTROL	LS	\$8,049.15	0.65	0	\$0.00	0.65	\$5,231.95
SAP 108-119-006	53	2563.602	RAISED PAVEMENT MARKER TEMPORARY	EACH	\$0.99	67	0	\$0.00	0	\$0.00
SAP 108-119-006	54	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	\$552.95	4	0	\$0.00	1	\$552.95
SAP 108-119-006	55	2572.602	TREE PRUNING	EACH	\$577.95	1	0	\$0.00	0	\$0.00
SAP 108-119-006	56	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$577.95	0.65	0	\$0.00	0.65	\$375.67
SAP 108-119-006	57	2573.501	EROSION CONTROL SUPERVISOR	LS	\$577.95	0.65	0	\$0.00	0.65	\$375.67
SAP 108-119-006	58	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$144.50	51	0	\$0.00	36	\$5,202.00
SAP 108-119-006	59	2574.507	COMMON TOPSOIL BORROW	C Y	\$33.80	361	0	\$0.00	154.5	\$5,222.10
SAP 108-119-006	60	2575.501	TURF ESTABLISHMENT	LS	\$9,634.35	0.65	0.16	\$1,541.50	0.65	\$6,262.33
SAP 108-119-006	61	2575.571	RAPID STABILIZATION METHOD 3	MGAL	\$552.95	3.5	0	\$0.00	3.5	\$1,935.33
SAP 108-119-006	62	2104.505	REMOVE CONCRETE VALLEY GUTTER	S Y	\$29.55	18	0	\$0.00	53	\$1,566.15
SAP 108-119-006	63	2506.602	PLUG DRAINAGE STRUCTURE	EACH	\$414.70	9	0	\$0.00	9	\$3,732.30
SAP 108-119-006	64	2540.602	TEMPORARY MAILBOX SUPPORT	EACH	\$17.83	1	0	\$0.00	3	\$53.49
SAP 108-119-006	65	2540.602	SALVAGE AND REINSTALL MAILBOX	EACH	\$144.33	2	0	\$0.00	0	\$0.00
SAP 108-119-006	66	2582.503	4" SOLID LINE MULTI COMP	L F	\$3.65	116	0	\$0.00	113	\$412.45
SAP 108-119-006	67	2582.503	4" BROKEN LINE MULTI COMP	L F	\$3.65	350	0	\$0.00	400	\$1,460.00
SAP 108-119-006	68	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	\$7.30	232	0	\$0.00	195	\$1,423.50
SAP 108-119-006	69	2582.518	PAVT MSSG MULTI COMP	S F	\$17.70	82	0	\$0.00	82.32	\$1,457.06
SAP 108-119-006	70	2582.518	CROSSWALK MULTI COMP	S F	\$9.95	630	0	\$0.00	540	\$5,373.00
Base Bid Totals:								\$36,760.38		\$991,076.18

Project Category Totals			
Project	Category	Amount This Request	Amount To Date

18-05	1st Ave NE Sidewalk	\$48.18	\$23,502.52
SAP 108-119-006	H Street Reconstruction	\$32,831.40	\$616,006.44
17-07	10th Avenue NE	\$3,880.80	\$351,567.22

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
17-07	CO	2	45	-	Labor & Equipment per Stump Removal	EA	\$400.00	3	3	\$1,200.00	3	\$1,200.00
17-07	CO	2	46	-	GC Mark-up (10%)	L S	\$120.00	1	1	\$120.00	1	\$120.00
17-07	CO	2	47	-	Install Salvaged Sign	EA	\$-195.00	4	4	\$-780.00	4	\$-780.00
SAP 108-119-006	CO	1	71	1	CHANGE ORDER 1	LS	\$9,355.88	1	0	\$0.00	1	\$9,355.88
SAP 108-119-006	CO	2	72	-	Install Salvaged Sign	EA	\$-195.00	2	2	\$-390.00	2	\$-390.00
Contract Change Totals:										\$150.00		\$9,505.88

Contract Total	\$1,000,582.06
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
2	Part 1 Change Order No. 1 Part 5 included additional compensation for stump removals along 10th Avenue NE. Following the approval of Change Order No. 1, it was determined that 3 additional stumps were removed. The contractor claimed additional compensation for the work. The Engineer determined additional compensation was justified. The negotiated costs are summarized in the Breakdown below: (See CO2 Part 1) Part 2 Change Order No. 1 Part 6 included additional compensation for salvaging and installing sign assemblies. During discussions with the Contractor following approval of Change Order No. 1, it was determined that the unit pricing quoted for the work was inaccurate. Corrections to the negotiated unit pricing and total costs are summarized in the Breakdown below: (See CO2 Part 2)	\$150.00	\$150.00
1	See attached documentation.	\$0.00	\$9,355.88

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>	



Building a Better World
for All of Us®

November 11, 2020

RE: City of Brainerd, Minnesota
TH 25 TA Trail
*Design and Construction Engineering Professional
Services*
SEH No. P-BRDMN 157982 10.03

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

Dear Paul:

Thank you for the opportunity to provide professional services to the City of Brainerd (City) for the construction of a new trail segment along the south side of State Trunk Highway 25 (TH 25) from Washington Street (TH 210) to 28th Street SE. The project will help the City further their goals of local and regional walkable and bikeable connectivity. It is envisioned this segment could ultimately extend the Cuyuna Lakes State Trail (CLST) through Brainerd which connects to the Paul Bunyan State Trail (PBST).

SEH has been working with the City over the last couple of years to develop a CLST extension project in this area, help secure a Cooperative Agreement between the State of Minnesota and the City of Brainerd, and coordinate with the Minnesota Department of Transportation (MnDOT) with their plans to reconstruct the TH 25 bridge over the railroad tracks in 2022 which includes expansion of the bridge deck to accommodate the City's trail. The City has requested a proposal and scope of work to perform management of the overall project, design, bidding support, construction administration and observation, and staking for this trail project in Brainerd, Minnesota.

PROJECT UNDERSTANDING

The City of Brainerd is planning to construct a new trail segment along the south side of State Trunk Highway 25 (TH 25) from Washington Street (TH 210) to 28th Street SE in Brainerd, Minnesota in 2022 in conjunction with MnDOT's reconstruction of the TH 25 bridge over the railroad tracks. The trail project was awarded Transportation Alternatives (TA) funding administered through MnDOT utilizing their Delegated Contract Process (DCP). The City is seeking engineering services to develop the construction plans, provide support during bidding, and monitor/document the construction activities following the DCP process.

SCOPE OF WORK

Task 1: Project Management:

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

- Perform general day-to-day project management and administration. Includes project accounting, invoicing, and record keeping.
- Ongoing coordination, communication, and scheduling – internal and external.
- Project kick-off meeting with City Staff.
- Coordination with MnDOT on the concurrent TH 25 bridge project.
- Deliverables: Project schedule, monthly invoices, and copies of pertinent Project correspondence.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 416 South 6th Street, Suite 200, Brainerd, MN 56401-3540

SEH is 100% employee-owned | sehinc.com | 218.855.1700 | 866.852.8880 | 888.908.8166 fax

Task 2: Project Memorandum:

The use of federal funding requires the preparation of a NEPA document (Project Memorandum). SEH will prepare a Project Memorandum for approval in accordance with MnDOT Federal Aid requirements. SEH will perform ongoing coordination with the City, MnDOT and FHWA (if necessary) during development, processing and approval of the Project Memorandum document. Early agency project review request packets will be submitted to the: MnDNR (Natural Heritage Information System Database Review), MnDOT Cultural Resources Unit (Section 106 Review), MnDOT Office of Environmental Stewardship (Federal Threatened and Endangered Species Review) and MnDOT Office of Environmental Stewardship (Noise Determination). Upon receipt of the approved Project Memorandum, the environmental documentation phase of the project will be complete.

Task 2 Assumptions:

1. Assumes “no adverse effect” to any Section 106 (historic) properties with the determination to be provided by MnDOT Cultural Resources Unit (CRU) in response to the MnDOT CRU Project Review Request Letter/Form. Any cultural resources studies (architectural history and/or archaeology), if required, will be contracted separately through CRU or the City. If contracted through CRU, 80 percent of the cost would be covered by the State of Minnesota and 20 percent by the City.
2. Assumes no Section 7 (Endangered Species Act) consultation required. Assumes a determination of “no effect” from the MnDOT Office of Environmental Stewardship.
3. Assumes no special studies (e.g., botanical surveys, etc.) will be required by the MnDNR.
4. Assumes no use of Section 4(f) property and that all conditions in 23 CFR 774.13(d) can be met for any potential project impacts.
5. Assumes no Section 6(f)/Land and Water Conservation Fund (LAWCON) involvement.
6. Assumes no noise analysis is required.
7. Assumes no wetland analysis is required.
8. Assumes no Phase I or II Environmental Site Assessment (ESA).

Task 3: Design:

The construction plans are to be developed following MnDOT federal aid design standards as required by the Transportation Alternatives (TA) funding received for the project. It is anticipated that the trail improvements will have a minimum bituminous paved width of 10 feet. The trail improvements and ramps are expected to comply with the current Americans with Disabilities Act guidelines. Boulevard and slope turf restoration is anticipated to include seeding.

- Design Topographic Survey and Gopher State One Call.
- Conduct preliminary private utility meeting – up to one meeting.
- Prepare final construction drawings and proposal package (specifications) in accordance with MnDOT standards that include the following sheets as necessary:
 - Title Sheet.
 - Statement of Estimated Quantities.
 - Standard Details, Standard Plates, Standard Plans.
 - Construction Notes.
 - Typical Sections.
 - Tabulations.
 - Traffic Control.
 - Existing Conditions and Utilities.
 - Removals.
 - Trail Plan and Profile.
 - Intersection Details.
 - Erosion Control and Turf Establishment.
 - Stormwater Pollution Prevention Plan (SWPPP).
 - Signing and Pavement Markings.
 - Cross Sections.
- Prepare and submit permit applications and sets of plans for regulatory agency review and approval. We understand the City will pay all necessary permit application fees. Anticipated permits include:
 - MPCA NPDES Construction Stormwater.

- MnDOT Right of Way Permit/ Limited Use Permit (LUP).
- Prepare Engineer's opinion of probable construction cost.
- Plan Submittals:
 - 90% Submittal: Submit electronic PDF 11x17 plans along with supplemental specifications for review and comment by the City. Address Comments.
 - 100% Submittal: After making any revisions to 90% plan, submit a final signed plan and specifications to City and MnDOT, including an engineer's estimate, and DCP forms.
- Deliverables: Electronic PDF of bidding documents, opinion of probable cost spreadsheet.

Task 4: Bidding Phase Services:

SEH will assist the City with publicly bidding the project as follows:

- Prepare advertisement for bids.
- Coordinate with Client getting advertisement published by Client.
- Support Client with their uploading of documents to OneOffice.
- Assist Client answering pre-bid questions from bidders.
- Attend bid opening.
- Review bids received and tabulated by the Client.
- Coordinate MnDOT award approval.
- Prepare contract award recommendation letter.
- Deliverables: Construction Contract Award Recommendation.

Task 5: Construction Phase Services:

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

Construction Administration Services

- Assist Client in preparing construction agreement.
- Conduct pre-construction conference.
- Review Contractor submittals.
- Make periodic site visits by Engineer or his representative to observe the progress and quality of the executed work of the Contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents (up to 3 site visits estimated).
- Review Contractor applications for payment prepared by Client.
- Assist Client in reviewing Contractor Prevailing Wage Reports.
- Prepare project completion punch list at Substantial Completion.
- Prepare MnDOT project close-out submittals.
- Assemble record drawings based on the Contractor-collected field measurements.

Resident Project Representative (RPR) Services

- Provide part-time periodic construction observation by a Resident Project Representative or Graduate Engineer and or Intern for construction (Assumes 6 weeks of construction and total of 150 hours included in budget).

Construction Staking Services

- New trail:
- Provide one set of subgrade cut/fill offset stakes on 50-foot intervals.
- Provide one set of concrete curb and gutter stakes (up to 1300 LF) on 25-foot intervals.
- Provide one set of toe of slope stakes along the bridge grade raise segment/high area (up to 1300 LF) on 50-foot intervals.

Deliverables (Task 5): Meeting minutes/notes, copies of pertinent project documentation, record drawings.

Additional Services:

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

- Conducting Environmental Site Assessments (Phase 1 & 2 ESA).
- Wetland permitting and mitigation services.
- Railroad permits/agreements/licenses.
- Boundary surveys, plats, right-of-way plat preparation.
- Traffic signal/automated pedestrian signals (APS)/lighting design (modifying existing and or new facilities).
- Preparing and administering grant agreements such as with Minnesota Management and Budget Office (MMB).
- Property acquisition and relocation support services, eminent domain proceedings support.
- Expert witness, legal testimony, litigation support.
- Construction Administration and RPR services beyond the hours assumed above.

Assumptions:

The following assumptions were made in preparing this proposal:

- Client will provide Consultant with any studies, reports, plans, plats, easements, electronic CAD files, or other data that may be of assistance.
- Client will pay for permit application fees, and railroad agreement and license fees (not included in SEH's fee).
- Client will contract directly with and pay for any geotechnical services deemed necessary such as geotechnical investigation, soil borings, pavement design, and slope stability analysis, construction materials testing.
- Client will pay for any advertising and publication fees, if any (not included in SEH's fees).
- Construction administration and RPR services have been budgeted assuming the construction contract duration does not exceed 30 Working Days (RPR budget based on up to 25 hours per week for 6 weeks).

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

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

SCHEDULE

Our team is ready to begin work upon authorization of the contract. It is our understanding that the goal is for construction to occur in 2022 in conjunction with the MnDOT TH 25 bridge project. Note, the schedule could change beyond the control of SEH such as agency review turnaround times, coordination with MnDOT on the TH 25 bridge and TH 210 road reconstruction projects, right of way acquisition – if necessary, permitting, and railroad involvement.

COMPENSATION

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

Work Task	Estimated Fee
Task 1 – Project Management	\$5,114
Task 2 – Project Memorandum	\$12,657
Task 3 – Design	\$28,543
Task 4 – Bidding Support	\$1,592
Task 5 – Construction Phase	\$27,005
Reimbursable Expenses	\$2,839
Total Fee	\$77,750.00

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

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



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

sh

Attachment:

Detailed Work Plan Summary and Fee Estimate

TH 25 TA Trail

EXHIBIT A

Professional Services - Design, Bidding, and Construction Services
 Work Plan Summary and Fee Estimate
 City of Brainerd, Minnesota
 November 11, 2020



WORK TASKS	Sr. Prof. Eng/ Sr. Project Manager	Principal/ Sr. Specialist	Professional Engineer/ Specialist/ RLS	Staff Engineer/ Scientist	Sr. Water Resources Eng./ Scientist	Lead Technician/ Specialist/ Senior Planner	Sr. Technician / Survey Crew Chief/ Planner	Technician / Survey Assistant	Admin. Tech/ Assoc. Tech	SEH TOTAL HOURS	

Total Labor Cost	\$74,911.00
Reimbursables	\$2,839.00
Total SEH Fee	\$77,750.00

Total Project Cost (Not To Exceed)	\$77,750.00
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25 TA Trail Professional Services - Design, Bidding, and Construction Services Work Plan												
Client: CITY OF BRAINERD, MINNESOTA						November 11, 2020						
Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Tech/ Specialist/ Sr. Planner	Sr Tech./ Survey Crew	Chief/ Planner	Tech / Survey Assist.	Admin. Tech./ Assoc. Tech.	TOTAL
1.0 Project Management												
1.1	Perform general day-to-day project management and administration. Includes project accounting, invoicing and record keeping	8								3	2	13
1.2	Ongoing coordination, communication and scheduling - Internal and external	8										8
1.3	Coordination with MnDOT and their TH 25 Bridge consultant	8										8
Task 1.0 Subtotal Hours:		24	0	0	0	0	0	0	0	3	2	29
Deliverables - Project schedule, monthly invoices, and copies of pertinent Project correspondence.												
2.0 Project Memorandum (Categorical Exclusion)												
2.1	Prepare NEPA document (Project Memorandum) for approval in accordance with MnDOT Federal Aid requirements. Perform ongoing coordination with the City, MnDOT and FHWA (if necessary) during development, processing and approval of the Project Memorandum document. Submit early agency project review request packets to the: MnDNR (Natural Heritage Information System Database Review), MnDOT Cultural Resources Unit (Section 106 Review), MnDOT Office of Environmental Stewardship (Federal Threatened and Endangered Species Review) and MnDOT Office of Environmental Stewardship (Noise Determination). Upon receipt of the approved Project Memorandum, the environmental documentation phase of the project will be complete.	4										
	Task 2 Assumptions: 1. Assumes “no adverse effect” to any Section 106 (historic) properties with the determination to be provided by MnDOT Cultural Resources Unit (CRU) in response to the MnDOT CRU Project Review Request Letter/Form. Any cultural resources studies (architectural history and/or archaeology), if required, will be contracted separately through CRU or the City. If contracted through CRU, 80 percent of the cost would be covered by the State of Minnesota and 20 percent by the City. 2. Assumes no Section 7 (Endangered Species Act) consultation required. Assumes a determination of “no effect” from the MnDOT Office of Environmental Stewardship. 3. Assumes no special studies (e.g., botanical surveys, etc.) will be required by the MnDNR. 4. Assumes no use of Section 4(f) property and that all conditions in 23 CFR 774.13(d) can be met for any potential project impacts. 5. Assumes no Section 6(f)/Land and Water Conservation Fund (LAWCON) involvement. 6. Assumes no noise analysis is required. 7. Assumes no wetland analysis is required. 8. Assumes no Phase I or II Environmental Site Assessment (ESA).											
Task 2.0 Subtotal Hours:		4	0	0	4	1	92	0	0	1	2	104
Deliverables - Draft and Final Project Memorandum												

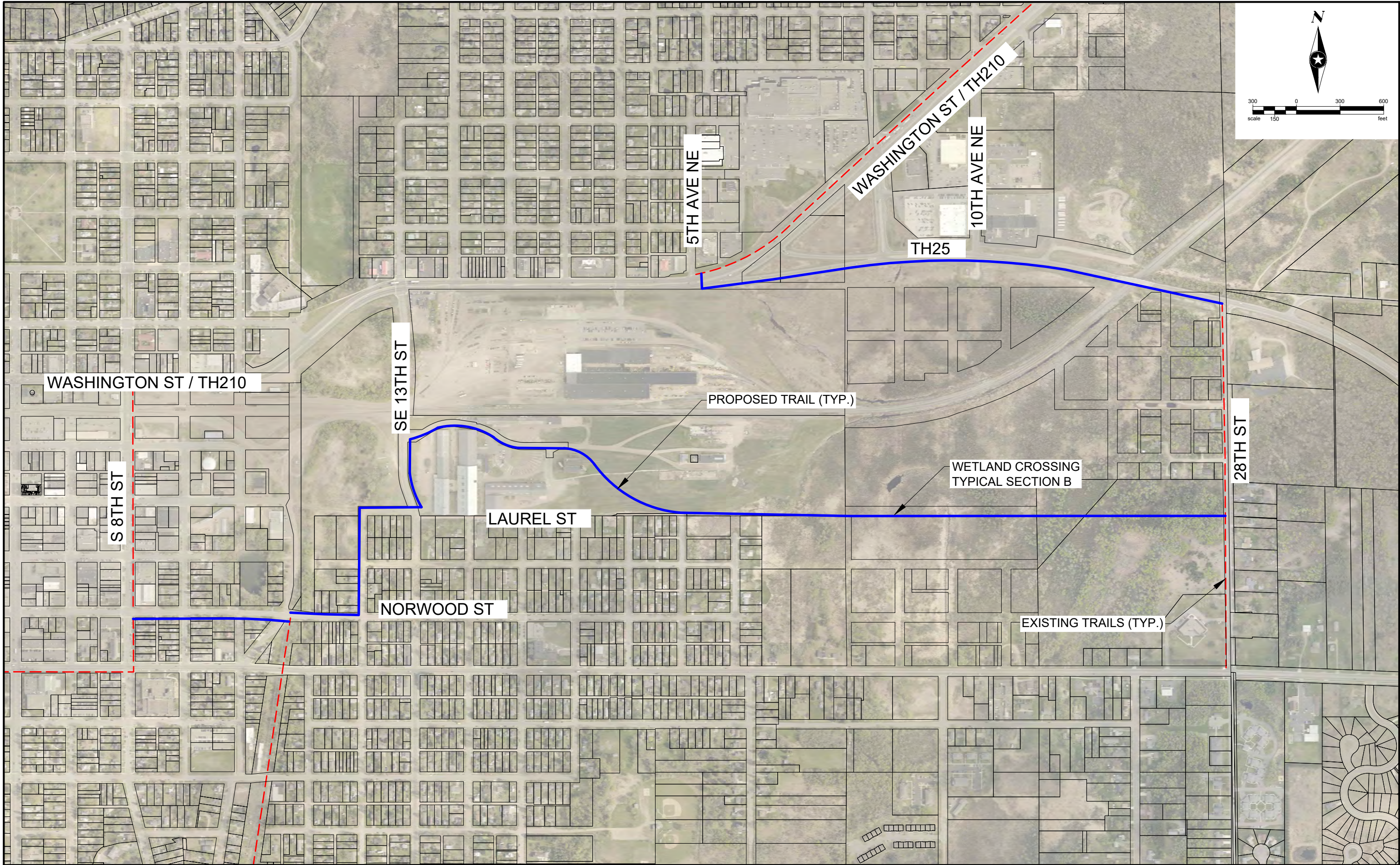
25 TA Trail Professional Services - Design, Bidding, and Construction Services Work Plan												
Client: CITY OF BRAINERD, MINNESOTA						November 11, 2020						
Work Tasks	Work Task Descriptions	Sr Prof Eng/ Sr Project Manager	Principal/ Sr. Specialist	Prof. Engineer / Specialist/ RLS	Staff Engineer/ Scientist	Water Res. Engineer or Scientist	Lead Tech/ Specialist/ Sr. Planner	Sr Tech./ Survey Crew	Chief/ Planner	Tech / Survey Assist.	Admin. Tech./ Assoc. Tech.	TOTAL
4.0 Advertising / Bidding / Award												
4.1	Prepare advertisement for bids, coordinate with City getting advertisement published by City, support City uploading documents to OneOffice			1	2						1	4
4.2	Answer bidder questions, prepare addenda as necessary	1		1	1			1			1	5
4.3	Attend bid opening, review bids, award recommendation, coordinate City & MnDOT award approvals	1			2						1	4
Task 4.0 Subtotal Hours:		2	0	2	5	0	0	1	1	0	3	13
Deliverables - Award Recommendation Letter.												
5.0 Construction Services												
5.1	Construction Administration (Project Manager and Engineer): Attendance at up to three (3) construction progress meetings, troubleshooting of construction issues, high level coordination with the contractor, MnDOT and the City, manage OneOffice software use, review contractor submittals, prepare meeting minutes, EEO and payroll compliance review, payment application support, funding agency paperwork. (Assumed to average 6 hours per week for 6 weeks).	6			30						4	40
5.2	Construction Observation (assumes up to 6 weeks of construction @ average 25 hrs per wk): includes daily & weekly diaries, pay quantity tracking, OneOffice software use							30		120		150
5.3	Construction Surveying Subgrade offsets @ 50' intervals, curb @ 25' intervals, toe of slope along fill areas)				2			26		8		36
5.4	Attend preconstruction Conference	2			3						1	6
5.5	Develop and coordinate final paperwork with contractor and City, project closeout	2			8			4		4	2	20
5.6	Prepare record drawing plans				4					4	1	9
Task 5.0 Subtotal Hours:		10	0	0	47	0	0	60	1	136	8	261
Deliverables - Meeting minutes/notes, and copies of pertinent Project correspondence.												
TOTAL PROJECT HOURS		50	1	6	216	2	136	77	140	22	650	
6.0 Additional Services												
	Right of Way Acquisition Services	To be determined										
	Geotechnical Services (Geotechnical Investigation, Construction Materials Testing)	To be determined										
	Prepare Phase 1 and 2 Environmental Site Assessments (ESA), Response Action Plan	To be determined										
	Wetland permitting/mitigation	To be determined										
	Traffic Signals/Pedestrian Signals -new or modifications	To be determined										
	Railroad permits/agreements/licenses	To be determined										
	Expert witness/ legal testimony/ litigation support	Hourly plus Reimbursable Expenses										

TH 25 TA TRAIL
DESIGN, BIDDING, AND CONSTRUCTION SERVICES
ESTIMATED REIMBURSABLE DIRECT COSTS
City of Brainerd, Minnesota

SHORT ELLIOTT HENDRICKSON, INC.

	NUMBER OF TRIPS	MILES/ TRIP	TOTAL MILES	
TRAVEL EXPENSES				
Local Trips				
SEH Brainerd Based Staff	40	25	1000	
SEH St Cloud Based Staff	2	130	260	
SEH Twin Cities Based Staff	1	260	260	
Subtotals:			1520	
ESTIMATED MILEAGE COSTS:	\$0.580 per mile		\$882	
	Number	Cost	Total Cost	
Hotel	0	\$0.000	\$0	
Meals	0	\$10.000	\$0	
Total			\$0	
ESTIMATED TRAVEL COSTS:				\$882
Miscellaneous:				\$153
Miscellaneous Printing:				\$50
Mailing/Postage Costs				\$50
State Database Reviews, etc (Project Memorandum)				\$150
EQUIPMENT EXPENSES				
	Number of Hours/Days	Cost/Hr/Day	Total Cost	
RPR Vehicle	35	\$17	\$105	\$105
Survey Equipment	42	\$30	\$1,260	\$1,260
Survey Truck	42	\$4.5	\$189	\$189
TOTAL ESTIMATED REIMBURSABLE EXPENSES:				\$2,839

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DRAWN BY: _____ DESIGNER: _____ CHECKED BY: _____ DESIGN TEAM	X	X	X	X
	X	X	X	X
	X	X	X	X
	X	X	X	X
NO.	BY	DATE	REVISIONS	



PHONE: 218.855.1700
416 S 6TH ST, STE 200
BRainerd, MN 56401-3540
www.sehinc.com

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

Date: XX/XX/XX NAME, XX
Lic. No. XXXXXX

BRAINERD,
MINNESOTA

TRAIL PLAN
ALTERNATIVE NO. 3
CUYUNA LAKES STATE TRAIL

FILE NO.
BRDMN 149920

XXX

**COVID EMERGENCY SERVICE LEVEL AGREEMENT
BETWEEN THE CITY OF BRAINERD AND ANDERSON BROTHERS CONSTRUCTION LLC.**

This Agreement is made and entered into this day of November 17, 2020, by and between the City of Brainerd, a municipal corporation of the State of Minnesota, 501 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "City," and Anderson Brothers Construction Company of Brainerd LLC., a Minnesota limited liability company, 11325 Hwy 210 Brainerd, MN 56401, hereinafter referred to as "Contractor."

WHEREAS, this Agreement is in direct response to the City requesting class A CDL drivers for emergency type work in the event that COVID-19 impacts the delivery of City Street Department maintenance services and;

WHEREAS, the purpose of this Agreement is to establish a formal and proactive working relationship that allows the City to plan for contingencies during this emergency; and;

WHEREAS, circumstances related to the COVID-19 may lead to shortages of City personnel to provide required public services during this emergency; and;

WHEREAS, contingencies may include emergency roadway maintenance, repair and other services required to maintain the safety of City infrastructure; and;

WHEREAS, the Contractor agrees to provide equipment and/or qualified personnel, if available, to perform situational emergency work on a time and material basis; and;

WHEREAS, all work requested by the City shall be documented by a formal work order as defined in Attachment B and be approved by both parties prior to the commencement of the work; and;

WHEREAS, requested work may require the use of City equipment and materials; and;

WHEREAS, the use of City equipment shall be limited to when the amount of City personnel is not adequate to achieve appropriate levels of public safety and roadway service; and;

WHEREAS, it is in the best interest of both parties to collaborate in a manner that is consistent with the public's expectations for roadway safety, efficiency, and level of service.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. DUTIES

Emergencies situations are the highest priorities to mitigate. If City staffing levels are not at sufficient levels to mitigate an emergency in a safe and efficient manner due to illness, quarantine, unavailability, etc., the

Contractor's qualified forces may be deployed to mitigate the emergency. Emergencies are defined as situations that create a public safety issue and will be determined by the City Engineer as the situations arise.

II. COSTS

The parties shall enter into work order contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work. The Contractor shall return the completed work order in writing to the City. The City will initiate the work order request prior to any work being authorized and performed.

III. TERM

This Agreement shall be in effect once all parties have signed this document. This agreement will remain in effect until May 1, 2021. At that time, the terms of this agreement will be reviewed and, if necessary, modified to suit the current conditions.

IV. TERMINATION

Either party may terminate this agreement by providing a thirty (30) day written notice to the other party.

V. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Brainerd City Engineer, 501 Laurel Street, Brainerd, Minnesota, 56401, on behalf of the City, and to Terry McFarlin, President, at 11325 Highway 210, Brainerd, on behalf of the Contractor.

VI. INDEMNIFICATION

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

VII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein, and this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof.

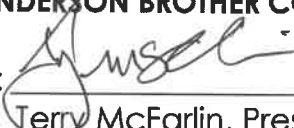
IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

CITY OF BRAINERD

By: _____
Dave Badeaux, Mayor

Date: _____

ANDERSON BROTHER CONSTRUCTION LLC

By:  _____
Terry McFarlin, President & CEO

Date: 11/16/20

By: _____
Jennifer Bergman
City Administrator

Date: _____

Scope of Work

Roadway Maintenance. The Contractor may provide roadway maintenance upon the request of City. This work may include but is not limited to snow removal, road right of way work, roadside mowing, bituminous mill and overlay (only small projects), roadway surface treatments, bridge & guardrail repairs, major roadway failures, major drainage failures, flood mitigation, storm response, windfalls, signage, sweeping, underground infrastructure repairs, gravel roadway smoothing, roadway patching, animal removal, equipment repairs and roadway painting. All services must be performed by a qualified employee with enough skills, training, expertise, or certification to perform such work.

Emergency Services. The Contractor may provide aid upon request by the City in the event of a man-made disaster, natural disaster, or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by a qualified employee with enough skills, training, expertise, or certification to perform such work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced, without a fully executed work order in place. If work commences without a fully executed work order, the parties will follow up with execution of a work order as soon as feasible.

All work performed by Contractor under a work order contract must be performed to the City's satisfaction, as determined at the sole and reasonable discretion of the City Engineer and in accordance with all applicable federal and state laws, rules, and regulations. The Contractor will not receive payment for work found by City to be unsatisfactory or performed in violation of federal or state law.

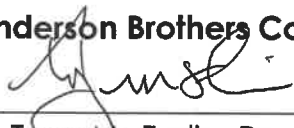
Contractor Name	Work Order Number
Address	Authorizing Representative
City, State, Zip	Project Name
Telephone	Project Location

Description of Work	Estimated hours	Hourly Cost	Total
Snowplow Operator		\$51.65	
Equipment Operator		\$51.65	
Truck Driver		\$45.83	
Laborer		\$38.89	
Tandem or Greater Truck		\$44.69	
Heavy Equipment		\$51.65	
Lowboy Operator		\$49.24	
Mechanic		\$51.60	
Other (Please specify)			
Other (Please specify)			

COUNTY OF CROW WING

Anderson Brothers Construction LLC.

By: _____
Paul Sandy, PE, City Engineer

By:  _____
Terry McFarlin, President & CEO

Date: _____

Date: 11/16/20



▷ 2550 University Avenue West | Suite 400N | St. Paul, MN 55114
Main 651.644.4389 + Fax 651.644.9446

▷ HRGREEN.COM

11/6/2020

Paul Sandy
City Engineer
501 Laurel Street
Brainerd, MN 56401

Re: City of Brainerd MS4 NPDES Program Updates

Dear Mr. Sandy,

Recent discussions between yourself and HR Green have brought to light (1) uncertainties about current program compliance with the State's expected reissuance of the NPDES MS4 General Permit, and (2) an expressed interest in improving on the City's Stormwater Management Program's structure and implementation. As of today, the "MPCA plans to issue the new MS4 General Permit (MNR040000) on Monday, November 16, 2020. The MPCA will make every effort to post the final permit in advance of the issuance date for early viewing. Interested parties can expect to see responses to public comments, permit application forms, and guidance material on November 16, 2020. Existing MS4 permittees will have 150 days (April 15, 2021) to complete and submit the permit application forms to the MPCA. A mid-November issuance provides existing MS4 permittees an opportunity to begin planning accordingly and use the winter months, when field work tends to slow down, to work on the permit application forms."

On September 9th, 2020, I spoke the MPCA regarding expected changes to the new permit. The following is a summary of that discussion with some additional thoughts included for your consideration (note that this is not meant as an all-inclusive list of changes):

- You may be accountable for the DRAFT Upper Mississippi-Brainerd TSS TMDL's municipal waste load allocation. This reports comment period ended in September of 2020 and is expected that it will be approved before your submission of the NPDES permit.
- Bacteria Management – as part of your Stormwater Program, update the Good Housekeeping language to specifically address Bacteria. You do not appear to be identified within the Upper Mississippi Bacteria TMDL, though bacteria is listed as a stressor for both Buffalo Creek and Little Buffalo Creek tributary in the Mississippi River Brainerd Watershed Stressor Identification Report and resulting Mississippi River-Brainerd Area Watershed Total Maximum Daily Load Report (August 2020).
- You may be accountable for the Upper Mississippi River Chloride TMDL This TMDL relates to your discharge limits of Chlorides, obviously. Implementation planning comes down to Good Housekeeping BMPs related to application and storage of road salts and is easily managed through refinement of your Good Housekeeping Program language and its record keeping.
- Pond Management – Complete comprehensive inventory of all ponds, conduct a condition assessment of each, and develop a pond management and dredging plan (at this time, it is unclear if, or what exactly, this language will be).

The following presents a proposed approach to helping the City of Brainerd meets its MS4 Program goals. We first present a proposed approach to this work followed by a description of scope of services.



PROPOSED APPROACH

HR Green proposes to assist the City with updating the stormwater program with three goals in mind:

1. Identify and fill any gaps required and/or desired in relation to implementation of the stormwater program.
2. Consolidate all components of the stormwater program into an easy to use system to aid in its implementation, record keeping and reporting.
3. Assist the City in successfully acquiring a new 5-year NPDES MS4 General Permit.

Given there are currently uncertainties regarding the City's specific needs required to meet these goals, HR Green proposes a phased approach work plan with each successive phase generating a more explicitly defined scope. HR Green will work directly with you and your staff to complete these phases to ensure your vision is achieved and to solidify staff knowledge of each of the Program's components. The first phase of work will inform a workplan, timeline and proposed budget for the second phase.

PHASE 1 – MS4 NPDES Permit Application and Self Audit

The goal of this phase is to pair up the efforts of the Permit application with the Self-Audit as they are fundamentally related. This approach has the advantage of saving time and budget while also identifying critical needs of the City's program as well as highlights where additional goals of the City may dictate programmatic revision.

PHASE 2 – MS4 Stormwater Program Update

The goals of this phase are to update the City Stormwater Program not only for compliance with permit needs, but to optimize its efficiency of implementation and bring its tools in-line with the City's performance goals.

As Part of Phase 2, we encourage leveraging support from the MPCA designed to guide municipalities towards compliant and effective programs. The State of Minnesota (i.e., MPCA) has undertaken a major effort to promote Low Impact Development (LID) in conjunction with existing stormwater rate control practices to:

- Reduce runoff volumes and rates
- Improve runoff quality
- Develop a unified crediting system for practitioners and the MPCA to document pollutant load reductions

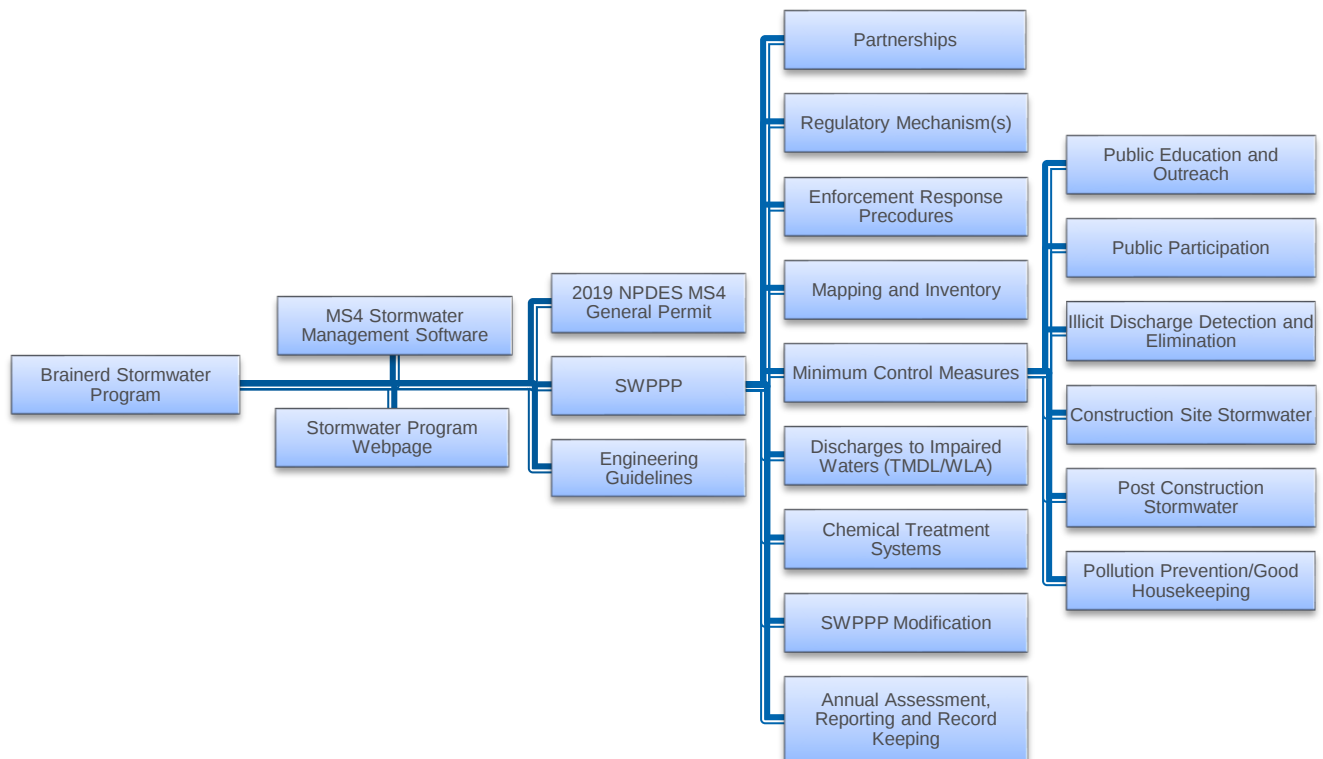
The MPCA's Minimal Impact Design Standards (MIDS) represent the next generation of stormwater management. This set of useful tools was authorized under Minnesota Statutes enacted in 2009, Chapter 115 Water Pollution Control Act, 115.03 Powers and Duties. Sparked by the anticipation of impending Municipal Separate Storm Sewer System (MS4) permit updates that included antidegradation compliance and outstanding resource value waters (ORVW) requirements, the MIDS concept was initiated by a unique coalition of the Minnesota Cities Stormwater Coalition, MS4 communities, the League of Minnesota Cities, the Builder's Association of the Twin Cities, environmental advocacy organizations, local watershed districts, the Stormwater Steering Committee of the Minnesota Pollution Control Agency (MPCA), and key state legislators interested in water quality protection. The support and testimony of the partnership's broad membership was critical to the successful legislative effort authorizing and funding the project. The result is a set of tools and templates municipalities can adopt to modernize a MS4 Stormwater Program with guidance from the MIDS community assistance package (CAP).



The package includes:

- Performance goals
- A calculator for determining stormwater credits for best management practices
- Ordinance guidance for communities.

To help provide context to how elements of a comprehensive stormwater management program fit together, we have developed a proposed vision for the City of Brainerd to consider.



Given the potential new NPDES MS4 General Permit requirements, the expressed need to update City ordinances and elements of the SWPPP the following proposed scope of services are presented for updates to the Stormwater Program.

SCOPE OF SERVICES

► PHASE 1 - MS4 SELF-AUDIT + NPDES MS4 GENERAL PERMIT

Objective: Coordinate development of current understanding of existing program, vision and mission related to the update.

Scope: HR Green will lead a two-hour working session with City staff. City staff and HR Green will form a Working Group.



- Agenda and supporting documents prepared and submitted to Working Group.
- Review of new permit requirements.
- Review of current stormwater program structure, organization and implementation.
- Development of a *Brainerd Stormwater Program Vision* (see example figure above).
- Review functionality of current program implementation structure and components in relation to the *Brainerd Stormwater Program Vision*.
- Meeting minutes submitted to Working Group.

Working Group Roles and Responsibilities:

- HR Green – Facilitation of meetings and program review.
- City – Actively participate in meetings and program review and define overarching goals for its update.

Estimated Fee: \$2000

Task 2. Detailed review of existing Stormwater Program management structure and tools and refinement of Program Update needs and work plan.

Objective 1: Develop a thorough understanding of the current Brainerd Stormwater Program and its compliance with current MS4 Permit requirements.

Objective 2: Complete a thorough MS4 permit illustrating current programming and a clear, measurable plan towards at least full compliance.

Objective 3: Develop a clearly-defined path forward to an updated Brainerd Stormwater Program.

Scope: HRG will facilitate both the review and mission (work plan) for the Brainerd Stormwater Program.

- Internal audit of existing SWPPP via current MPCA guidance documentation and new permit language.
- Completion of MS4 Permit application.
- Working Group meeting, 4 hours.
 - Meeting agenda and supporting documents prepared and submitted to Working Group.
 - Review of internal audit results.
 - Phase 2 preparation
 - Review of existing and sample municipal engineering guidelines.
 - Review of existing and sample stormwater program webpages.
 - Review of MS4 Stormwater Program software solutions.
 - Development of critical flow paths, Working Group responsibilities, define deliverables, timeline development, and development of line item budgets.
 - Meeting minutes submitted to Working Group.

Roles and Responsibilities:

- HR Green – Facilitation of meetings and program review/work planning. Internal audit completion.
- City – Actively participate in meetings and program review and define specific goals for its update. Review and comments on internal audit.

Deliverable: Completed MPCA Self Audit form and MS4 permit application for City submittal.

Estimated Fee: \$13,000



▷ PHASE 2 – MS4 STORMWATER PROGRAM UPDATE

Objective: Update the current City MS4 Program to develop a current, compliant, comprehensive, powerful and efficient system by which the City plans for and implements its stormwater management.

Scope: Upon completion of Phase 1, the Working Group will define a clear description of scope of services, timeline and budget for development of the following Programmatic elements and tools. Each of these elements will be managed as line-item tasks and it is expected that some existing program elements only require moderate refinement, while others may require complete revision or possibly creation.

- Regulatory Mechanisms (Ordinance) Revision
- Enforcement Response Procedures Revision
- Mapping and Inventory Updates
- Discharges to Impaired Waters Planning
- Annual Assessment, Reporting and Record Protocol Revision
- SWPPP Updates (public education and outreach, public participation, illicit discharge detection and elimination, construction site stormwater, post construction stormwater, pollution prevention/good housekeeping)
- OPTION 1: Chemical Treatment Systems Protocol
- OPTION 2: MS4 Stormwater Management Software Development
- OPTION 3: Stormwater Program Centralized Webpage Development

Roles and Responsibilities:

- HR Green – Facilitation of meetings and program content revision/development.
- City – Actively participate in meetings and program review and define specific goals for its update.
Review and comments on internal audit.

Deliverable: Complete MS4 Program.

Estimated Fee: To be determined.

On behalf of the HR Green team, we look forward to helping the City update its MS4 Program and are excited to start working very soon.

Sincerely,

HR GREEN, INC.

A blue ink signature of Shawn Tracy, written in a cursive style.

Shawn Tracy
Project Manager



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. 1512**

**AN ORDINANCE AMENDING SECTION 600 OF THE
BRAINERD CITY CODE PERTAINING TO PUBLIC HEALTH AND GARBAGE DISPOSAL**

THE CITY COUNCIL OF THE CITY OF BRAINERD DOES ORDAIN:

SECTION ONE: That Section 600.05 be amended by deleting the first paragraph of the Section in its entirety and substituting in lieu thereof the following:

600.05 Garbage Containers. Every owner of any dwelling, house and boarding house, and every owner or occupant of any restaurant or any place of business, having garbage to dispose of shall provide one or more fly tight containers sufficient to receive all garbage which may accumulate between the times of collection. All garbage and rubbish accumulating between the times of collection shall be placed in the containers. Collection days are to be determined by the Hauler; however, garbage and refuse containers shall be placed out for collection no earlier than 6:00 P.M. the day before collection and removed by the end of the day of collection. Garbage and refuse containers shall be placed for collection at one place at ground level on the property and accessible to the alley from which collection is made. Street collection shall be allowed if the City and Hauler mutually agree and determine that alley access is not adequate, available, or suited for garbage collection. The City and all licensed Haulers shall meet annually to discuss solid waste collection in the City of Brainerd and any issues that may arise as such throughout the calendar year. The Haulers shall provide the City, for the purposes of enforcement, garbage and refuse pickup days (including holiday pickup policies) for each customer within the City limits of Brainerd along with an up to date list of mutually agreed street collection customers.

SECTION TWO: That Section 600.07 Subd. 2 be amended by deleting the first paragraph of the Section in its entirety and substituting in lieu thereof the following:

Subd. 2. Application; Fees; Procedure. Any person desiring to license a vehicle or vehicles with which to collect garbage shall make application for the same to the city clerk treasurer upon a form prescribed by the Council. The application shall set forth the name and address of the applicant and a list of the equipment which is proposed to be used in such collection. Before, a license is issued, the applicant shall, if the application is approved by the council, deposit with the City Clerk-Treasurer a surety bond in the penal sum of \$1,000 conditioned that the license will faithfully and continuously provide garbage collection service specified in the application as modified by the council and under the conditions imposed by the ordinances of the City and the lawful orders, rules and regulations of the board of health. If the surety bond is approved by the Council, the Clerk-Treasurer shall issue and deliver the license. A license fee for each vehicle in the amount fixed by Chapter X of this Code to be licensed shall accompany the application. No license for any vehicle shall be issued to other than the registered owner thereof. No license issued hereunder shall be for a longer period than one year. All licenses expire annually on December 31st. Licenses within the limits of the City of Brainerd shall be limited to 4 licenses as of January 1, 2021. License preference will be given to those Haulers that were licensed in the year prior with the City of Brainerd. If an application is not submitted for licensure by a Hauler from the previous calendar year, that license to operate refuse and garbage collection in the City of Brainerd will become available to the next eligible applicant.

SECTION THREE: That Section 600.11 be amended by deleting the first paragraph of the Section in its entirety and substituting in lieu thereof the following:

600.11 Collection Schedule. Each licensed collector shall make available collections of garbage on the following basis:

- a) Daily from hotels, restaurants, boarding houses, and other commercial establishments.
- b) Once weekly from residential dwellings. This, however, does not preclude more frequent collections of garbage if desired by the customer or required by the volume of garbage.

SECTION FOUR: That Section 600.17 be amended by deleting the first paragraph of the Section in its entirety and substituting in lieu thereof the following:

600.17 Recycling. All garbage haulers licensed to do business in the City shall offer collection of recyclables to all residential dwelling units including single family, duplexes, multi-family, apartment complexes and mobile homes. All recyclables shall be placed for collection in containers provided by the Hauler and approved by the City for each residential account. A residential dwelling unit shall be defined as a single-family home, duplex, multi-family, apartment complex or mobile home. Said containers shall be located at one place at ground level on the property on the dates agreed to between the customer and Hauler and shall be accessible to the alley from which collection is made. Street collection shall be allowed if the City and Hauler mutually agree and determine that alley access is not adequate, available, or suited for garbage collection. The City and all licensed Haulers shall meet annually to discuss solid waste collection in the City of Brainerd and any issues that may arise as such throughout the calendar year. Recyclables shall include the following: paper, corrugated cardboard, food boxes, glass, plastic containers, aluminum cans, metal cans and other materials defined by agreement between the Hauler and City. Collection of recyclables shall be made at least every other week. The Hauler shall be responsible for picking up and disposing of recyclable materials at an approved Recycling Center. The appropriation of SCORE funding, if any, paid to licensed garbage haulers shall be based their percent of total recycling tonnage for the City of Brainerd as reported by Crow Wing County. An individual residential dwelling unit shall be defined as each residential living unit in a single-family home, duplex, multi-family, apartment complex or mobile home.

Adopted this _____ day of _____, 2020

GABE JOHNSON
President of the Council

Approved this _____ day of _____, 2020

DAVE BADEAUX
Mayor

ATTEST: _____
JENNIFER BERGMAN
City Administrator



Brainerd City Council Agenda Request

Requested Meeting Date:

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>	

**RULES OF PROCEDURE AND DECORUM
CITY COUNCIL AND COMMITTEE MEETINGS
BRAINERD, MINNESOTA**

Adopted April 4, 1994

Reaffirmed and Amended December 1, 2003; November 2, 2020

SECTION 1. PURPOSE

- Subd. 1. General. It is recognized that in order to enhance the concept of effective and democratic government, it is essential that a legislative body establish formal rules of procedure and decorum so that a true deliberative process will be observed and not disturbed.

SECTION 2. GENERAL

- Subd. 1. Law. The City Charter, Ordinances and State Statutes governing the City Council ~~and Committees as established by the City collectively referred to as the "CITY"~~ shall be followed and supplemented by the se Rules of Procedure and Decorum of the City Council.

- Subd. 2. General Rules. In all matters of parliamentary procedures, the Council shall be governed by the latest printed edition of the Sturgis Standard Code of Parliamentary Procedure as published from time to time except as modified by these rules.

- Subd. 3. Applicability. These Rules also apply to committees of the Council as well as City boards and commissions, whether created by Charter or City Code. The term "Council" shall be substituted with "Committee," "Commission" or "Board," and terms "President" and "Vice President" shall be substituted with "Chair" and "Vice Chair", as appropriate.

SECTION 3. PRESIDING OFFICER

- Subd. 1. Who Presides. The Council President shall preside at all meetings of the Council. In the absence of the Council President, the Council Vice-President shall preside. The presiding officer shall have the power to preserve strict order and decorum at meetings, enforce the rules of procedure and determine without debate, subject to the final decision of the Council on appeal, all questions of procedure and order.

- Subd. 2. Appeal of the Ruling of the Presiding Officer. Any member of the Council may appeal from a ruling of the presiding officer. If the appeal is seconded, the member may speak once solely on the question involved and the presiding officer may explain the ruling, but no other Council member shall participate in the discussion. The appeal shall be sustained if it is approved by a majority vote.

- Subd. 3. Rights of the Presiding Officer. The presiding officer may speak on any question.

The presiding officer may only make motions and second motions after stepping down as presiding officer.

SECTION 4. AGENDA

Subd. 1. Matters for Consideration. Matters for Council action shall be submitted by members of the Council and residents to the City Administrator or to ~~the~~ city staff representatives in the case of Committee business.

Subd. 2. Preparation. An agenda of business for each regular and special meeting shall be prepared in the Office of the City Administrator or by City Staff in the case of Committees and copies thereof delivered to each Council member as far in advance of the meeting as time for preparation will permit.

Subd. 3. Order of Business at Regular Meetings. At the hour appointed for the regular meeting of the City Council, the meeting shall be called to order by the presiding officer. If a quorum is present, the City Council shall then proceed with its business in the following order as applicable:

- * Call to Order
- * Roll Call
- * Pledge of Allegiance
- * Approval of Agenda
- * Consent Calendar, including approval of minutes, licenses, reports, bills, fund transfers and other routine, non-controversial items needing little or no deliberation
- * Presentations (if any)
- * Council Committee Reports (Personnel & Finance; Safety & Public Works)
- * Unfinished Business - action items including public hearings, ordinance readings and various other items requiring Council action
- * New Business - action items including public hearings, ordinance readings and various other items requiring Council action
- * Public Forum
- * Staff Reports (Verbal: Any updates since the packet)
- * Mayor's Report
- * Council Member Reports
- * Adjournment

Subd. 4. Varying Order of Business. The order of business may be varied by the presiding officer.

Subd. 5. Consent Calendar. Matters for the Council of a routine or non-controversial nature which need minimal Council deliberation shall be placed on the Consent Calendar. A motion to approve the Consent Calendar shall not be debated. At the request of any individual Council member, an item shall be removed from the Consent Calendar and placed upon the regular agenda for debate immediately following the Consent Calendar. The Consent Calendar shall only be adopted by a roll call vote of those Council members present at the meeting.

- Subd. 6. Items Not on the Agenda. The Council may consider items not appearing on the agenda as normal business if an objection is not raised by the Mayor or a Council member. If an objection is raised by the Mayor or a Council member to consider an item not appearing on the agenda, a vote shall be taken by the Council to determine the appropriateness of further consideration of the matter at that time.
- Subd. 7. Public Participation. Members of the public may address the City Council during:
- A: Public Hearings.
- B: Public Forum. This portion of the meeting shall be limited to fifteen minutes and individuals shall be requested to limit their comments to four minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue may be continued under New Business at the end of the agenda.
- C: Specific issues scheduled on the agenda but in accordance with Section 6, Subd. 6, of these rules entitled, Addressing the Council.
- Subd. 8. Written Communications on All Matters. All interested parties or their authorized representatives may address the Council by written communication regarding all matters under the Council's consideration. The City Administrator shall copy these communications to the Council and forward said communications with the Council meeting packet if possible. If written communications are received after meeting packets are delivered to the Mayor and Council, such communications will be handed out at the meeting.

SECTION 5. VOTING

- Subd. 1. Procedure. The votes of the members on any ordinance or resolution pending before the Council shall be by roll call vote. The votes of the members on any motion shall be by voice vote unless the Mayor or any member of the Council requests that a roll call vote be taken. The presiding officer shall call for a roll call vote whenever a voice vote of the Council is not clear as to the disposition of the action before the Council.
- Subd. 2. Abstention. If a Council member does not vote, the abstention shall be recorded as Abstain - name.
- Subd. 3. Voting Order for Roll Call (applicable to City Council only). The City Administrator shall call for the vote in consecutive order of Wards, with Ward One voting first rotating one position every two months. The presiding officer shall always vote last.

SECTION 6. RULES OF DECORUM

- Subd. 1. Members of Council. While the ~~meeting Council~~ is in session, the members must preserve order and decorum. A member shall neither, by conversation or otherwise,

delay or interrupt the proceedings or the peace of the meeting Council nor disturb any member while speaking or refuse to obey the orders of the presiding officer.

- Subd. 2. Recognition. No person or member ~~of the Council~~ shall address the other members Council without being recognized by the presiding officer.
- Subd. 3. Discussion. No member of the Council shall speak more than twice on any question, nor more than five minutes each time without consent of the Council.
- Subd. 4. Staff. Members of the City staff shall observe the same rules of order and decorum as are applicable to the City Council.
- Subd. 5. Pertinent to Matter Under Debate. Members ~~of the Council~~, staff and public shall confine remarks to the matter under debate.
- Subd. 6. Addressing the Council. Each member of the public addressing the Council shall step up to a microphone provided for the use of the public after being recognized by the presiding officer and give his/her name and address in an audible tone of voice for the records, state the subject to be discussed and state who the speaker is representing if representing an organization or other persons. Unless further time is granted by a majority vote of the Council, remarks from the public shall be limited to four (4) minutes. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council, without permission of the presiding officer. No question may be asked of a ~~Council~~ member or a member of the staff without the permission of the presiding officer.
- Subd. 7. Spokesperson for Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Council on the same subject, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.
- Subd. 8. After Motion. After a motion has been made or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration without first securing permission to do so by a majority vote of the City Council.
- Subd. 9. Conduct. Any member of the Council, staff or person indulging in personalities or making impertinent, slanderous or profane remarks or who willfully utters loud, threatening or abusive language, or engages in any disorderly conduct which would impede, disrupt or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer and, if such conduct continues, may at the discretion of the presiding officer, be ordered barred from further audience before the Council during that meeting.

- Subd. 10. Members of the Audience. No person in the audience shall engage in disorderly conduct such as hand clapping, stamping of feet, whistling, using profane language, yelling and similar demonstrations, which conduct disturbs the peace and good order of the meeting.

SECTION 7. ENFORCEMENT OF DECORUM

- Subd. 1. Warning. All persons shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, said officer may order this person removed from the meeting. If this person does not leave willingly, the presiding officer may call a recess and order that the person be removed by the Sergeant-at-Arms.
- Subd. 2. Sergeant-at-Arms. The Chief of Police, or such member or members of the Police Department, shall be Sergeant-at-Arms of the Council meetings or as asked to be present at a Committee meeting. The Chief or other Police Department representative shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer, it shall be the duty of the Sergeant-at-Arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council.
- Subd. 3. Resisting Removal. Any person who resists removal by the Sergeant-at-Arms may be charged with violating City Ordinance.
- Subd. 4. Motions to Enforce. Any Council member may move to require the presiding officer to enforce these rules and the affirmative vote of a majority of the Council shall require the presiding officer to do so.
- Subd. 5. Adjournment. In the event that any meeting is willfully disturbed by a group or group of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned with the remaining business considered at the next regular meeting.
- Subd. 6. Special Meetings. If the matter being addressed prior to adjournment is of such a nature as to demand immediate attention, the presiding officer may adjourn the meeting to another date.

SECTION 8. CAMERAS AND RECORDING DEVICES

- Subd. 1. Use of Cameras and Recording Devices Limited. Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in the Council Chamber, but only in such a manner as will cause a minimum of interference with or disturbance of the proceedings of the Council and at the discretion of the presiding officer.

SECTION 9. SEVERABILITY

- Subd. 1. General. If any section, subsection, sentence, clause, phrase or portion of these Rules of Procedure and Decorum is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

CITY ~~COUNCIL~~ MEETINGS

CITIZEN PARTICIPATION GUIDELINES

The City Council is meeting as a legislative body to conduct the business of the City. Unless so ordered by the Council President, citizen participation is limited to the following times and always within the prescribed rules of conduct for public input at meetings.

A) Public Hearings. Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings, all affected residents will be given an opportunity to speak.

B) Public Forum. Any member of the public may speak at this time on any item NOT on the agenda. In consideration for the public attending the meeting for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue may be continued under New Business at the end of the agenda.

Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion without permission of the presiding officer. No question may be asked of a ~~Council~~ member or a member of the staff without permission of the presiding officer.

Your participation, as prescribed by the se City's rules, ~~Council=s RULES~~ is welcomed, and your cooperation is greatly appreciated.



City of Brainerd Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for BRainerd HRA BOARD Date: 11-3-20

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 Decker First Janet M.I. L.

PLEASE NOTE: To serve on a City Committee or Board, you must either live in or own property within the City Limits of Brainerd.

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

To represent residents - convey information learned back to fellow residents.

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

Communications with fellow residents and board members.
Understanding business associated with and to multi unit living environments

*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:

I do not believe I currently have any conflict of interest issues.

Please list any additional comments:

Janet L. Decker Nov 3-2020
(Signature) (Date)

*Required Information

Submit completed application forms via one of the following options:

email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

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



City of Brainerd Commission/Committee/Board Application Form

Any questions contact City Hall at 218-828-2307

Commission/Committee/Board Applying for HRA Date: 11/9/2020

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

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

* Name: Last DUVAL First MICHAEL M.I. C

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 HAVE AN INTEREST IN IMPROVING THE QUALITY OF HOUSING ESPECIALLY AFFORDABLE ENERGY-EFFICIENT HOUSING, IN THE CITY OF BRAINERD

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

I AM RECENTLY RETIRED FROM PROFESSIONAL CAREER IN NATURAL RESOURCES WHERE I WAS INVOLVED IN POLICY DEVELOPMENT, STRATEGIC LAND ACQUISITION, AND SMART DEVELOPMENT. I AM CURRENTLY A LICENSED RESIDENTIAL HOME RENOVATOR WORKING IN THE COMMUNITY.

* Please refer to the "Meeting Dates and Time" for your desired Committee; are you able to commit to this schedule? 4th Wed, 1:00 PM - yes

* After Reviewing the City's "Conflict of Interest Policy" Please Explain if you are aware of any situation that might be perceived by others as a "Conflict of Interest" if you are appointed:

Please list any additional comments:

* CURRENTLY SERVE ON BRAINERD PLANNING COMMISSION AND RENTAL DWELLING LICENSE BOARD OF APPEALS

* CONTRIBUTING TO RENTAL HOUSING MAINTENANCE CODE REVISION WORK GROUP

(Signature)

(Date)

* Required Information

Submit completed application forms via one of the following options:

Email: sbestul@ci.brainerd.mn.us

fax: 218-828-2316

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



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>	



**CENTRAL |
METRO DIVISION**

604 Lincoln Ave. NE
St. Cloud, MN 56304
toll free 800-827-1642
office 320-251-6861
fax 320-251-9390

NORTHERN DIVISION

7674 College Road, Ste 115
Baxter, MN 56425
office 218-828-4337
fax 218-825-4966

SOUTHERN DIVISION

2625 Highway 14 West
Rochester, MN 55901
office 507-535-7954
fax 507-424-1825

153 Chestnut St., Ste 300
Mankato, MN 56001
office 507-345-8425
fax 507-387-3208

scr-mn.com

Services

REFRIGERATION
HVAC
SERVICE
BUILDING AUTOMATION
FOOD SERVICE

11/4/2020

City of Brainerd Annex Building
ATTN: Joey Froelich
202 Laurel Street
Brainerd, MN 56401

RE: PROPOSAL FOR FURNACE REPLACEMENT

PRICE INCLUDES:

- A)** Removal of Existing Equipment
- B)** Two (2) Carrier 58SB0A110E21-20 Furnaces
- C)** Exhaust Venting
- D)** Flex Connector
- E)** Supply and Return Air Plenums
- F)** Sheetmetal Transitions
- G)** Two (2) Honeywell Visionpro 8000 Thermostats
- H)** One (1) Honeywell Redlink Internet Gateway
- I)** Mounting Hardware and Fasteners
- J)** City of Brainerd Permit
- K)** Installation Labor

TOTAL PRICE: \$9,826

Electrical if Required by Other

Rebuild Venting for Basement Furnaces with Class B Vent: \$1,747

PAYMENT SCHEDULE AS FOLLOWS:

- 50% Due to Order Equipment
- Remainder Invoiced Upon Completion

Thank you for the opportunity to quote this project for you. If you have any questions please feel free to contact me. The office number is (218) 828-4337

Keith Kraska Date

Joey Froelich Date



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>	

MEMO



TO: Mayor and City Council

FROM: City Administrator, Jennifer Bergman

DATE: November 16, 2020

RE: City Administrator Report/Update

Future Council Meetings

With the increasing COVID cases in Minnesota and Crow Wing County, staff wanted to have a discussion with the Council about continuing to meet in person or moving back to virtual meetings.

Goals Update

In July, the City Council adopted goals from the 2035 Comprehensive Plan. Attached is an update on the goals and objectives (see attached).

Children's Museum Update

Representatives from the Region 5 Children's Museum will be attending the November 24 Park Board meeting to discuss the placement of the museum in Lum Park. The November Task Force meeting was cancelled and they will meet in December to discuss next steps after discussion at the Park Board meeting.

Evergreen Cemetery

The Crow Wing County Board will be allocating \$20,000 a one-time contribution to the Evergreen Cemetery Association to be used exclusively for the maintenance and upkeep of Memorial Gardens.



City Council Goals

August 1, 2020 to December 31, 2022

Land Use			
Goal	Strategies/Action Steps	Status	Staff Member/Dept
Goal 1: Support mixed-use development that is focused on integration instead of the separation of land uses.	Update city ordinances to reflect the changes in the plan	<i>Planning Commission recommended firm and Council authorized to explore form-based codes</i>	CD Department
	Create policies that promote infill development and redevelopment	<i>Planning Commission recommended firm and Council authorized to explore form-based codes</i>	CD Department
Goal 2: Through thoughtful planning, maintain the unique identity of the city and all appropriate land uses that support it.	Review, analyze, update and implement the suite of plans accordingly and consider new plans as they are adopted	<i>Planning Commission is in the final stages of updating the Future Land Use Map.</i>	CD Department
	Develop new planning documents	<i>Planning Commission recommended firm and Council authorized to conduct a comprehensive update of the Zoning Code</i>	CD Department
	Deploy a form-based code for 1) Kingwood Street corridor and 2) Oak Street and 13 th node	<i>Planning Commission recommended firm and Council authorized to explore form-based codes</i>	CD Department



City Council Goals

August 1, 2020 to December 31, 2022

	Via the City's website, show the progression of city planning initiatives, bench marking and long-range planning progresses	<i>Staff is researching strategies for effectively communicating progress of the Comprehensive Plan and other initiatives with the public.</i>	IT Department
	Identify locations for special use district or overlays	<i>Planning Commission recommended firm and Council authorized to conduct a comprehensive update of the Zoning Code. Identification of potential special use districts or overlays will be an element of this update.</i>	CD and IT
Goal 3: Support and invest in the incremental enhancements of quality of life.	Formalize a downtown association	<i>Destination Downtown Business Coalition (DDBC) was formed; Administrator attends all DDBC meetings</i>	Admin/CD Department
	Take active steps to complete the MN Greenstep Cities program	<i>Community Development Director will be working with the Assistant Planner starting January 1 to take the next steps in the Greenstep Cities Program in 2021.</i>	CD Department



City Council Goals

August 1, 2020 to December 31, 2022

Community Character			
Goal	Strategies/Action Steps	Status	Department
Goal 1: Preserve and repurpose historic assets	Boost enforcement of city codes and ordinances	<i>As a result of COVID-19, staff is currently conducting code enforcement on a complaint driven basis per Council direction.</i>	CD Department
	Development a downtown beautification program	<i>Provided funds for banners in downtown Brainerd; Accepted donation of Babe the Blue Ox to be placed downtown; exploring painting of electrical boxes with DDBC and The Crossing Arts Alliance (TCAA)</i>	Parks and CD Departments
Goal 2: Enliven the community through intentional community design	Improve city-wide signage and wayfinding	<i>Staff have had numerous discussions with the staff of Crow Wing Energized, who desire to implement a wayfinding program in Brainerd. Discussions were placed on hold due to COVID, but plans for 2021 are in development.</i>	CD Department
	Leverage social media to market opportunities and existing success stories outward	<i>Intern created a social media calendar and posted regularly on City activities</i>	IT Department



City Council Goals

August 1, 2020 to December 31, 2022

	Integrate public art throughout the community in strategic locations	<i>Accepted donation of Babe the Blue Ox to be placed downtown; exploring painting of electrical boxes with DDBC and The Crossing Arts Alliance (TCAA)</i>	CD and Administration Departments
	Utilize tactical urbanism to evaluate pilot programs for implementation that improve walkability	<i>Walkable Bikeable City Committee is actively looking at ways to increase walkability within the City. The comprehensive update of the Zoning Code will also look into how the City's zoning effects walkability. Engineering Department has been actively pursuing Transportation Alternatives and other funding opportunities to support Walkable Bikeable Plan and has been incorporating any infrastructure improvements adjacent to street improvements projects that are identified within the Non-Motorized Transportation Plan.</i>	CD Department



City Council Goals

August 1, 2020 to December 31, 2022

Goal 3: Enhance the city's unique identity where the appropriate blend of historic and modern structures co-exists	Undergo a marketing and branding initiative		Administration/IT Department
Housing			
Goal	Strategies/Action Steps	Status	Department
Goal 1: Provide a diverse mix of housing choices for all stages of life, income ranges and ownership/rental preferences	Support infill development	<i>Planning Commission recommended firm and Council authorized to conduct a comprehensive update of the Zoning Code. Updating the zoning code to better support infill development is a key component to this strategy as the City's current Zoning Code is does not support infill development well.</i>	CD and Engineering Departments
	Ensure local land use controls and permitting procedures that do not discourage housing development	<i>Planning Commission recommended firm and Council authorized to explore form-based codes</i>	



City Council Goals

August 1, 2020 to December 31, 2022

	Amend the comprehensive plan to include the updated housing study information	<i>The Comprehensive Plan will be updated to include the Crow Wing County HRA Workforce Housing Study when the Future Land Use Map update is complete and also included in the Comprehensive Plan.</i>	CD Department
Goal 2: Encourage the preservation and historical significance of existing neighborhoods	Seek ways to encourage mixed-use development/redevelopment in and around Brainerd where appropriate	<i>Exploring opportunities for mixed-use developments and redevelopments in Brainerd with developers; meeting with a developer in November, 2020</i>	CD Department and HRA
Goal 3: Ensure quality living conditions for all residents	Utilize targeted incentives to catalyze improvements within neighborhoods	<i>Staff is actively looking into incentives for residential improvements within the City. Staff hopes to provide the City Council with an update in mid-2021</i>	CD Department and HRA
Mobility			
Goal	Strategies/Action Steps	Status	Department
Goal 1: Maintain, develop and adapt a dynamic multimodal transportation system within	Actively implement the walkable/bikeable city plan	<i>Walkable Bikeable City Committee is actively looking at ways to increase walkability within the City, including</i>	CD Department



City Council Goals

August 1, 2020 to December 31, 2022

Brainerd that seamlessly accommodates all users		<i>updating the Non-Motorized Transportation Plan.</i>	
	Hold yearly street live events	<i>COVID restricted many events in 2020</i>	Parks and CD Department
Goal 2: Continue to work collaboratively with MnDOT, federal and state agencies, neighboring cities, the private sector, residents and other agency partners to improve the mobility network in the region	In consideration of fiscal constraints and long-term maintenance, prioritize the maintenance of the existing transportation network and only expand thoughtfully and strategically	<i>Current projects underway help to address transportation network deficiencies (ie TH 371 B Reconstruction and sidewalk improvements FY 2022 FY 2022, Highway 25 Bridge and Trail Construction FY 2022 with MnDOT, Highway 210 Reconstruction FY 2025 with MnDOT, Cuyuna Lakes State Trail Construction FY 2022 with MnDNR)</i>	Engineering and CD Departments
Goal 3: Elevate consideration of other modes of transportation such as public transit, bicyclists and pedestrians to the same level as automobile users	Extend and increase the capacity of roadways that enhance circulation, mobility and anticipated growth and development	Focus in recent years has been maintenance of existing transportation systems and allowing for more pedestrian friendly infrastructure in lieu of street capacity upgrades.	Engineering and CD Departments
	Use tactical urbanism and/or demonstration projects to identify and study pedestrian and bicycle improvements	City staff have actively used the Non-Motorized Transportation Plan to implement priority projects as identified in the plan while also pursuing funding	Engineering and CD Departments



City Council Goals

August 1, 2020 to December 31, 2022

		opportunities through State and Federal Programs (ie Transportation Alternatives, Safe Routes to School, MnDNR, LCCMR)	
Economic Development			
Goal	Strategies/Action Steps	Status	Department
Goal 1: Support infill and redevelopment throughout Brainerd as a strategic component of growth	Keep a log of blighted or vacant properties	<i>An existing vacant properties map is available on the City's website.</i>	CD and IT/GIS Department
Goal 2: Support our workforce and help them thrive	Collaborate with local partners and stakeholders to address industry workforce needs	<i>Working with HRA for potential workforce housing development; meeting with a developer in November 2020.</i>	Admin, HRA, BLAEDC, CD
Goal 3: Help local businesses grown and attract new businesses in our neighborhoods along our main corridors and downtown	Explore business improvement district options for the downtown	<i>The Destination Downtown Brainerd Coalition (DDBC) is a grassroots group of downtown business owners who have come together to improve the downtown. City staff are actively working with DDBC on programs to further enhance the downtown.</i>	BLAEDC, HRA and CD Department
	Appropriately budget funds for economic development and marketing	<i>Staff will be recommending an economic dev incentives fund for 2021 EDA budget;</i>	EDA and BLAEDC



City Council Goals

August 1, 2020 to December 31, 2022

		<i>Allocated \$25,000 in May 2020 for marketing Allocated an add'l \$25,000 in CARES Act funds for marketing</i>	
	Develop a set of programs to help grow and promote business development	<i>Will be considering programs with BLAEDC and EDA in 2021</i>	BLAEDC
	Enhance the downtown retail environment	<i>Participate in DDBC meetings</i>	EDA and BLAEDC
	Support businesses that promote entrepreneurship	<i>Working with the IF on a Enterprise Academy; Worked with the Entrepreneur Fund to identify downtown businesses to participate</i>	EDA and BLAEDC
Parks and Recreation			
Goal	Strategies/Action Steps	Status	Department
Goal 1: Brainerd will maintain a quality parks system that meets the recreational needs of a variety of users	Conduct a series of long-range plans	<i>Park Board surveyed all parks in 2020; created a capital plan for park improvements; will be discussing potential future masterplans for parks.</i>	Engineering and Parks Department
	Incorporate maintenance and improvement costs into future park system decisions		Parks Department



City Council Goals

August 1, 2020 to December 31, 2022

	Enhance safe walking and cycling routes	The City was awarded \$2.85 million by LCCMR (pending legislative adoption) to construct the Mississippi Landing Trailhead Park, which will act as a regional trailhead for various state and local trails.	CD and Parks Department
Goal 2: Brainerd will collaborate with local community partners to maximize the value and impact of the park system	Encourage the Park Board to seek revenue-generating sources within the parks and facilities		Parks Department
	Join the 10-minute walk campaign through the Trust for Public Land		Parks Department
Goal 3: Seek ways to expand event programming for each park in order to highlight the unique qualities of each neighborhood	Work with public artists to integrate public art into neighborhood parks	<i>Began discussions with The Crossing Arts Alliance on painting electrical boxes; received Babe the Ox statue, partnered with TCAA to work with a local artist to paint it.</i>	Admin, Parks and CD Departments
Facilities & Infrastructure			
Goal	Strategies/Action Steps	Status	Department
Goal 1: Improve the overall image of the city	Ensure that adequate infrastructure is provided to areas targeted for growth (residential, commercial and industrial)	<i>Adequate infrastructure is in place for all development types and city staff have been actively maintaining</i>	<i>Engineering, Community Development.</i>



City Council Goals

August 1, 2020 to December 31, 2022

		<i>these areas to ensure they are suitable and appealing to prospective developers.</i>	
Goal 2: Preserve the history and small-town feel of Brainerd	Prioritize infrastructure investments within existing neighborhoods and potential areas of growth		
Goal 3: Provide quality water/power and wastewater systems that support new and existing development and redevelopment; all while being adaptive to change	Continue to research and explore methods for funding options		
	Encourage the use of stormwater best management practices to improve local and regional water quality	<i>Engineering Department has been working on plans including Stormwater Retrofit Plan, Brainerd Hydraulic and Hydrologic model, and new MS4 permit and Stormwater Pollution and Prevention plan FY 2021 to apply for new MS4 permit. Focus will turn to implementation and applying for Clean Water Fund grants to fund projects as identified in these plans and to implement the plans in their entirety.</i>	<i>Engineering Department</i>



City Council Goals

August 1, 2020 to December 31, 2022

Public Safety			
Goal	Strategies/Action Steps	Status	Department
Goal 1: Brainerd will protect and provide for the safety of residents and visitors	Continuously seek to eradicate crime through innovative and contemporary strategies including preventative, proactive and responsive measures		
	Fill the vacant police officer positions	<i>Up to 22 police officers</i>	
Goal 2: Evaluate and improve Brainerd's emergency management	Promote and expand existing programs whereby private business voluntarily share closed circuit security camera footage with law enforcement		
Goal 3: Continue to seek out and foster partnerships to better prepare the public and city staff for emergencies and natural disasters in the context of a changing climate	Continue to work with the school district with current and long-range planning efforts		
	Continue partnerships and programs with MnDOT such as Safe Routes to Schools (SRTS) and Towards Zero Deaths (TZD)		



City Council Goals

August 1, 2020 to December 31, 2022

Natural Resources			
Goal	Strategies/Action Steps	Status	Department
Goal 1: Protect and preserve our waterways, wetlands and wooded areas, and identify threats to native species within and around the City	Conduct an evaluation of city-wide opportunities to integrate low impact development solutions		Parks, Engineering and CD
	Develop a best management practice guide or education series around water quality	Stormwater retrofit analysis has been completed along with a full hydraulic model of City's stormwater infrastructure. Focus will turn to implementation of stormwater best management strategies to prepare the City for future MS4 permits and impending Total Maximum Daily Load Allocations.	Engineering
	Clearly identify greenways and corridors that should be preserved	Tree replacement program into the future will provide necessary funds to provide for green infrastructure by planting trees where diseased and dead trees have left gaps.	Parks and Engineering
	Develop a tree replacement plan	<i>Budgeted \$25,000 in streets and parks budget for tree replacement in 2021;</i>	Parks, Engineering and CD



City Council Goals

August 1, 2020 to December 31, 2022

		<i>Parks received a DNR grant for Emerald Ash Borer to complete a tree inventory, replace and treat diseased ash trees and develop a plan for tree resources</i>	
Goal 2: Increase access to open space	Review and revise subdivision ordinances to reflect the content of the plan		CD
	Review and revise site design guidelines to align with the policies of this plan		CD